

This Document Consist of.....Pages  
First Page Doct. No. 2228 of Book  
2018-19

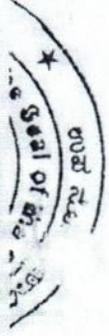
I-2228  
2018-19  
Hemant Kumar

:SREE:  
:JOINT DEVELOPMENT AGREEMENT :

THIS JOINT DEVELOPMENT AGREEMENT IS MADE AND EXECUTED ON THIS THE THIRTIETH DAY OF JULY, YEAR TWO THOUSAND EIGHTEEN (30/07/2018):

:BETWEEN:

- 1) Smt. NIRMALA,  
Aged about 63 years,  
Wife of late Sri.G.Ramakrishna Reddy,
- 2) Sri. HEMANTH KUMAR H. R.,  
Aged about 45 years,  
Son of late Sri.G.Ramakrishna Reddy,
- 3) Sri. LAKSHMISHA H. R.,  
Aged about 43 years,  
Son of late Sri.G.Ramakrishna Reddy,
- 4) Sri. PRABHAKAR H. R.,  
Aged about 41 years,  
Son of late Sri.G.Ramakrishna Reddy,  
Nos.1 to 4 are at:  
Haralur Village,  
Agara Post,  
Bangalore East Taluk,  
BANGALORE.



ನಿರ್ಮಲಾ  
Hemant Kumar

H.R.

Print Date & Time 30-07-2018 04:18:24 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 2228

ಹಲಸೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-07-2018 ರಂದು 02:34:27 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

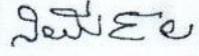
| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ             | ರೂ. ವೆ     |
|-------------|------------------|------------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ     | 2490580.00 |
| 2           | ಸೇವಾ ಶುಲ್ಕ       | 1920.00    |
| 3           | ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ | 1000.00    |
|             | ಒಟ್ಟು :          | 2493500.00 |

ಶ್ರೀ M/s. Bren Corporation Pvt Ltd Rep by Its Director , Mr. J. Boopesh Reddy . . ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

| ಹೆಸರು   | ಫೋಟೊ  | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು  | ಸಹಿ   |
|---|---|--|---|
| ಶ್ರೀ M/s. Bren Corporation Pvt Ltd<br>Rep by Its Director , Mr. J. Boopesh<br>Reddy . . |  |  |  |

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಹಲಸೂರು, ಬೆಂಗಳೂರು  
(ಮುಖ್ಯದ್ದಾಗಿ)

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....  
ಒಪ್ಪಿರುತ್ತಾರೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು  | ಫೋಟೊ  | ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು  | ಸಹಿ   |
|-------------|--|---|--|---|
| 1           | M/s. Bren Corporation Pvt Ltd<br>Rep by Its Director , Mr. J.<br>Boopesh Reddy .<br>(ಬರೆದುಕೊಂಡವರು) |  |  |  |
| 2           | Smt. Nirmala<br>(ಬರೆದುಕೊಡುವವರು)  |  |  |  |

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಹಲಸೂರು, ಬೆಂಗಳೂರು

WITNESSETH:

WHEREAS the members of the First Party represent that they are the full and absolute owners by title and in actual possession and enjoyment of all that Property measuring 3 Acres 28 Guntas in Sy.No.39 of Haralur Village, Varthur Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS/ALN/(E) VB/SR/216/2003-04 dated 26/07/2003, morefully described in the Schedule herein and hereinafter referred to as Schedule Property for convenience.

WHEREAS the members of the First Party further represent that the Schedule Property forms portion of a Larger Property measuring 6 Acres 28 Guntas in Sy.No.39 of Haralur Village, which was originally allotted to the share of one Sri.G.Ramakrishna Reddy (husband of first member and father of members 2 to 5 of First Party) in a partition held between himself and his family members, in terms of a Partition Deed dated 28/06/1972 registered as Document No.2322/1972-73 in Book-I, Volume-951 at Pages 37 to 42 in the Office of the Sub-Registrar, Bangalore South Taluk and since then he was in peaceful possession and enjoyment of the said Larger Property as absolute owner.

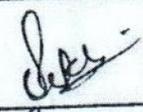
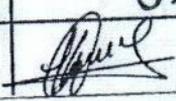
WHEREAS later the said Sri.G.Ramakrishna Reddy alongwith the members 2 to 4 of First Party, entrusted 3 Acres 28 Guntas out of the Larger Property in favour of M/s.S.J.R.Builders, in terms of a Joint Development Agreement dated 23/05/2005 registered as Document No.4498/2005-06 in Book-I and stored in C.D.No.BASD173, in the Office of the Sub-Registrar, Bangalore South Taluk, to develop the said extent of land into Residential/Commercial Buildings and simultaneously executed a General Power of Attorney of even date registered as Document No.243/2005-06 in Book-IV and stored in C.D.No.BASD173, in the Office of the Sub-Registrar, Bangalore South Taluk, empowering the said Builder to develop and sell their share of land and built-up areas in terms of the said Joint Development Agreement.

ಗವುಜು  
Hemant Kumar  
J. K. S.

H.R. J.  
Kant



ಗುರುತಿಪುವವರು

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ   | ಸಹಿ   |
|-------------|---|---|
| 1           | Sukhi<br>:- # 3rd Floor Balavana, Plot No. 61, 5th A Block, Koramangala, Bangalore-560095 |  |
| 2           | K.Vinukar<br>#109, 2nd A Cross Road, MuneKolala, Bangalore-560037                         |   |

ಒರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
 ಹಲಸೂರು, ಬೆಂಗಳೂರು



1 ನೇ ಪ್ರಸ್ತರದ ದಸ್ತಾವೇಜು  
 ನಂಬರ HLS-1-02228-2018-19 ಅಗಿ  
 ಸಿ.ಡಿ. ನಂಬರ HLSD165 ನೇ ಧರಲ್ಲಿ  
 ದಿನಾಂಕ 30-07-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



  
 ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಹಲಸೂರು)  
 ಹಲಸೂರು, ಬೆಂಗಳೂರು

ಒರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
 ಹಲಸೂರು, ಬೆಂಗಳೂರು

WHEREAS the said Sri.G.Ramakrishna Reddy died intestate on 07/09/2008, leaving behind him, his wife and children viz., the members of First Party herein as his only legal representatives to succeed to his estate including the Larger Property in Sy.No.39 and they have succeeded to the said Larger Property and started enjoying the same as absolute owners.

WHEREAS the aforesaid Sri. G.Ramakrishna Reddy secured conversion of the Larger Property for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS/ALN/(E) VB/SR/216/2003-04 dated 26/07/2003 and thereby the Larger Property ceased to be an agricultural land and became fit for residential use. Later Smt.Kasturi (fifth member of First Party) filed a Suit against members 1 to 4 of First Party in O.S. No.575/2017, on the file of II Addl. Civil Judge, Bangalore Rural District for partition and separate possession. The said Suit came to be compromised in terms of Compromise Petition dated 27/04/2017 and accordingly decreed on 27/04/2017 wherein Schedule Property was allotted jointly to the share of the members of 2 to 4 of the First Party with life interest to first member of First Party in the development in Schedule Property.

WHEREAS the members of the First Party are thus fully seized and possessed of the Larger Property with full power and authority to sell or otherwise dispose of the same in favour of any person of their choice.

- 1) D. S. S. S. S.
- 2) H. R. S. S.
- 3) S. S. S.
- 4) H. R. S.
- 5) S. S. S.

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2228  
Sheet of Doct. No. 2018-19

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ  
( ನಿಯಮ 10-A )

ಶ್ರೀ /ಶ್ರೀಮತಿ M/s. Bren Corporation Pvt Ltd Rep by Its Director , Mr. J. Boopesh Reddy  
ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ         | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ |
|----------------|-------------|-----------------|
| ಮುದ್ರಾಂಕ ಶುಲ್ಕ | 500.00      | Paid by Cash    |
| ಒಟ್ಟು :        | 500.00      |                 |

ಸ್ಥಳ : ಹಲಸೂರು  
ದಿನಾಂಕ . 30/07/2018

*Boopesh Reddy*  
ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ  
ಹಲಸೂರು ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ  
(ಹಲಸೂರು)  
ಹಲಸೂರು, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC ,ACTS,Pune.

I hereby Certify that on Document Book K I-2228/ 2018-19 Dated 30-07-2018 C D No. HLSD 165 in the Office of the SRO Office Halasuru ,Bangalore I Have satisfied Myself That the Original Stamp Duty Rs.4981160/- has been Paid there on

*Boopesh Reddy*  
ಹಲಸೂರು ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ  
ಹಲಸೂರು, ಬೆಂಗಳೂರು

| ಕ್ರಮ | ಹೆಸರು                                       | ಫೋಟೊ  | ಹೆಚ್ಚಿನ ಗುರುತು   | ಸಹಿ            |
|------|---|---|--|----------------|
| 3    | Sri.Hernanth Kumar H R .<br>(ಬರೆದುಕೊಡುವವರು) |  |  | Hernanth Kumar |
| 4    | Sri.Lakshmisha H R .<br>(ಬರೆದುಕೊಡುವವರು)     |  |  | Lakshisha      |
| 5    | Sri.Probhakar H R .<br>(ಬರೆದುಕೊಡುವವರು)      |  |  | H.R. Probhakar |
| 6    | Smt.Kasturi .<br>(ಬರೆದುಕೊಡುವವರು)            |  |  | Kasturi        |

ಹರಿಯ ಉಪನಿರ್ದೇಶಕರು  
ಪಂಚಾಯತ್, ಬೆಂಗಳೂರು

5) Smt. KASTURI,  
Aged about 39 years,  
Wife of Sri. Vinukar,  
Daughter of late Sri.G.Ramakrishna Reddy,  
No.109, 2<sup>nd</sup> 'A' Cross Road,  
Near Lakshmi Narayana Temple,  
Munnekolala,  
BANGALORE-560 037.

hereinafter called the "FIRST PARTY/OWNERS"

(which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.) OF THE ONE PART:

:AND:

M/s. BREN CORPORATION PVT. LTD.,  
A Company incorporated under  
the Companies Act, 1956,  
Having its Registered Office at:  
3<sup>rd</sup> Floor, Balavana,  
Plot No.61, 5<sup>th</sup> 'A' Block,  
Koramangala,  
BANGALORE - 560 095.  
Represented by its Director :  
Mr. J. BOOPESH REDDY.

hereinafter called the "SECOND PARTY/DEVELOPERS"

(which expression wherever it so requires shall mean and include its successors and assigns etc.) OF THE OTHER PART:

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H.P. J.

17/11/18



WHEREAS subsequent to the death of Sri.G.Ramakrishna Reddy, the members of the First Party negotiated with M/s.SJR Builders and by consent the aforesaid Joint Development Agreement dated 23/05/2005 was cancelled in terms of a Deed of Cancellation dated 30/07/2018 registered as Document No. 2227/2018-19 in Book-I and stored in C.D. No. HLED165 in the Office of the Sub-Registrar, Halasur, Bangalore and stands terminated and revoked the General Power of Attorney dated 23/05/2005 in terms of a Deed of Revocation of General Power of Attorney dated 30/07/2018 registered as Document No. 294/2018-19 in Book-I and stored in C.D.No. HLED165 in the Office of the Sub-Registrar, Halasur, Bangalore

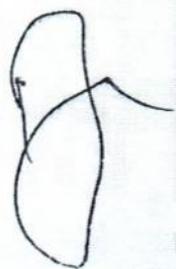
gover  
H.F.G.  
Knt

WHEREAS having cancelled the said Joint Development Agreement and General Power of Attorney, the members of the First Party approached the Second Party and requested them to develop portion of Larger Property measuring 3 Acres 28 Guntas in Sy.No.39 situated in Haralur Village, Vathur Hobli, Bangalore South Taluk, morefully described in the Schedule herein, for which the Second Party agreed on the basis of the aforesaid and on the following specific representations made by the members of First Party:

Hemant Kumar

- a) that the members of First Party are the sole and absolute owners of the Schedule Property and their title to the Schedule Property is good, marketable and subsisting and that none else have any right, title, interest or share therein and cost of good title shall be that of the members of First Party at all times and Schedule Property is free from encumbrances and claims including all claims by way of sale, exchange, mortgage gift, inheritance, trust, possession, easement, lien or otherwise;
- b) the members of First Party have not entered into any agreement or arrangement for sale or development of the Schedule Property with anyone and have not executed any Power/s of Attorney to deal with the same;

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- 2) Hemant Kumar
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- 4) H.F.G.
- 5) Knt



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- c) the Schedule Property is not subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any Officer thereof and is not the subject matter of any suit, writ, execution or other legal proceedings which bars development and sale of the Schedule Property;
- d) the members of First Party do not have any pending liabilities with income tax or any other tax which would affect their title to the Schedule Property and/or its development and/or sale in terms herein;
- e) the members of First Party have not created any charge, mortgage or encumbrances on the Schedule Property, affecting development and have not alienated, leased, transferred or created any other third party rights of whatsoever nature in respect of the Schedule Property or any part thereof.
- f) the Schedule Property is not a property in respect of which there is a prohibition regarding sale and/or development and that there is no bar or prohibition to acquire, hold or to develop or sell Schedule Property;
- g) the members of First Party will keep the Schedule Property free from all encumbrances, attachments, court orders, charges, leases, mortgages and other third party claims during the terms of this Agreement;
- h) there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;
- i) that the Schedule Property is not a granted land to Schedule Caste and Schedule Tribes and there is no prohibition or bar or impediment for sale of the Schedule Property to anyone else;
- j) that no notice from Government or any other local body or authority or under the Land Acquisition Act or any other Act (Central or State) otherwise or under any other Legislative Enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the Schedule Property) has been received by the members of First Party to acquire whole or portions of the Schedule Property;
- k) that the members of First Party alone are the legal representatives of deceased Sri.G.Ramakrishna Reddy and other than them, the said Sri.G.Ramakrishna Reddy did not leave any other legal representatives to succeed to his estate including the Schedule Property;

1) Suresh

4) H.R.J

2) Hemant Kumar

5) K. S. S.

3) J. S.

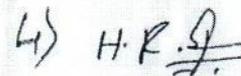
WHEREAS based on the said representations, the Second Party has agreed to develop the Schedule Property at its cost by undertaking the development in the Schedule Property and both the parties deem it necessary to reduce into writing the mutually agreed terms and conditions of this Joint Development Agreement of the Schedule Property as herein.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

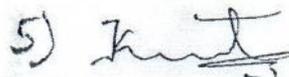
That in pursuance of the foregoing and subject to mutual obligations undertaken by the members of First Party and Second Party under this agreement, the parties have agreed to develop all that Property morefully described in the Schedule hereto and hereinafter referred to as 'SCHEDULE PROPERTY' into 'Residential Apartments', subject to the terms and conditions hereinafter contained.

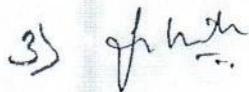
- (a) The Second Party/Developer is hereby irrevocably empowered and authorised to develop the Schedule Property into 'Residential Apartments' at its cost.
- (b) The Second Party/Developer shall construct for the members of First Party 38% (Thirty Eight percent) of the total super built-up area in the form of apartments, together with proportionate share of covered car parking spaces, hereinafter referred to as 'OWNERS' CONSTRUCTED AREA' which is further detailed below. The balance 62% (Sixty Two percent) of the total super built-up area in the form of apartments, together with proportionate share of covered car parking spaces, in the Building/s is for the share of the Second Party and shall hereinafter be referred to as 'DEVELOPERS CONSTRUCTED AREA' which is further detailed below.
- (d) Both the parties will be entitled to enjoy in common, all common areas, amenities and facilities to be provided in the development in Schedule Property during the course of the enjoyment of their built-up areas.
- (e) In consideration of the Second Party/Developer carrying out the construction of 'OWNERS' CONSTRUCTED AREA' at its cost in terms hereof, the Second Party shall be entitled to conveyance of 62% undivided share, right, title, interest and ownership in the Schedule Property in proportion to the super built-up area comprised in the 'DEVELOPERS' CONSTRUCTED AREA'.

1) 

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2) 

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3) 



1) POWER TO DEVELOP:

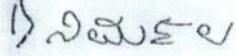
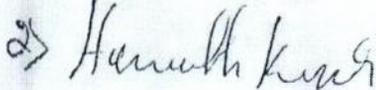
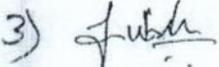
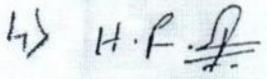
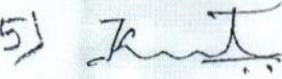
The members of First Party hereby empower the Second Party irrevocably to develop the Schedule Property into 'Residential Apartments' as aforesaid in terms of this Agreement and agree not to revoke the said power until completion of development and sale of 'DEVELOPERS' CONSTRUCTED AREA' and proportionate share in the land in the Schedule Property.

2) PERMISSION TO ENTER:

2.1) The members of First Party hereby permit the Second Party to enter the Schedule Property to commence and complete development of the Schedule Property by constructing Residential Apartments as aforesaid as per the Sanctioned plans, subject to terms of this Agreement. The Second Party having entered the Schedule Property agrees to develop the same in terms of this Agreement.

2.2) It is hereby clarified that such permission to enter the Schedule Property shall however not be construed as delivery of possession under Section 53A of Transfer of Property Act read with Section 2 (47) (v) of the Income Tax Act of 1961.

2.3) The members of First Party hereby agree not to interfere or interrupt in any manner whatsoever in the course of development and construction of the buildings as stated above and/or commit any act or omission having the effect of delaying or stopping the work that has to be done under this Agreement. However the members of First Party and/or their authorised representative/s with prior notice are entitled for inspection of the Schedule Property and the development any time without creating any obstruction or hindrance in any manner whatsoever and subject to observance of safety norms.

- 1) 
- 2) 
- 3) 
- 4) 
- 5) 



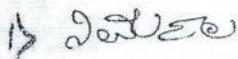
2A) MUNICIPAL KHATA:

The Second Party shall secure at its cost one Municipal Khata from Bruhat Bangalore Mahanagara Palike/jurisdictional authorities in respect of the Schedule Property. The Second Party will also pay betterment charges, liaison and miscellaneous expenses, to secure assessment of the Schedule Property for municipal taxes by the jurisdictional authorities and to secure Khata as aforesaid shall be payable by the Second Party.

3) PLANS/LICENCES:

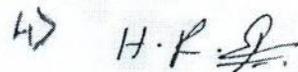
3.1) The Second Party on receipt of Municipal Khata, shall at its cost prepare Plans and all required drawings for the building/s as per building Bye-laws, Rules & Regulations in force for development of the Schedule Property for 'Residential Apartments'. The Second Party shall simultaneously take appropriate steps to secure at its cost necessary consents, no objection certificates and other permissions required to be submitted along with the plans hereto to Bruhat Bangalore Mahanagara Palike/Bangalore Development Authority and/or other applicable authorities and the Second Party shall secure at its cost sanction of Licence and Plans by achieving about not less than 1.75 FAR as far as possible subject to permissible bye laws and zonal regulations. The Second Party undertakes the responsibility of securing all clearances for entire development of Schedule Property at its cost.

3.2) That in the absence of government and departmental delays and issues relating to any new Comprehensive Development Plan (C.D.P.), delay by the members of First Party in furnishing required documents and in the absence of title/possession issues and for reasons constituting force majeure, if the Second Party is unsuccessful in securing the sanction of Licence and Plan and all other approvals and permissions for development/construction purposes, within 6 (six) months from the date of this Agreement, the parties may reassess the further time

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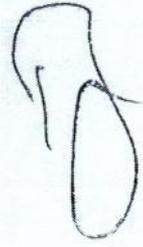
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required and within which period the Second Party shall secure the approvals. If the Second Party is unable to secure the required Approvals for the Development within the said period, the parties shall discuss and assess the steps taken by the Second Party towards securing approvals and extend further reasonable time to secure the approvals The Second Party assures the members of First Party that they would promptly secure all the clearances and permissions required for commencement of construction as aforesaid within the aforesaid time frame.

3.3) That for the purpose of securing the approvals for the proposed development, if the plan sanctioning authorities were to require surrendering portions of the Schedule Property for the purpose of road widening, parks and open spaces and other areas as a condition for grant of such approvals, the Second Party is entitled to surrender such areas based upon the Power of Attorney executed this day in its favour. The members of First Party consent for the same.

3.4) The members of First Party have this day executed a Power of Attorney to enable the Second Party to secure in their name plans, licenses and other permissions for purposes connected with the development. In addition thereto the members of First Party shall sign and execute such other documents, papers and other agreements, applications that may be required by the Second Party from time to time, for securing permissions and sanction of license and plans for effectively developing the Schedule Property. However the cost thereof shall be met and borne by Second Party. The parties shall co-operate with each other for completion and mutual success of the development of the Schedule Property. The Second Party shall however be solely responsible to ensure that all applicable approvals, consents from all relevant authorities are obtained for development of Schedule Property.

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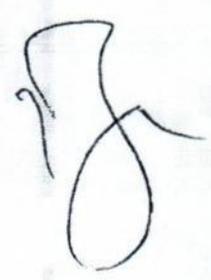
3.5) The members of First Party agree to sign and execute all necessary applications, paper/s and documents in respect thereto. However the responsibility for preparing the plans and obtaining necessary licenses, sanctions, no objection certificates and all other permissions and approvals required to take up and complete the development and construction of the Residential Apartment Buildings shall be that of the Second Party.

3.6) The Second Party is entitled to integrate the development in the Schedule Property with the development which the Second Party may undertake in the lands abutting/adjoining to the Schedule Property. The Second Party is empowered and authorised to confer upon the buyers of the built-up areas in the adjoining lands, right to use and enjoy the common roads, approach roads and all other facilities that will be provided in the Schedule Property to the purchasers therein.

4) ALLOCATION AGREEMENT:

4.1) The Second Party shall intimate in writing to the members of First Party as to receipt of sanction of License and Plan and furnish a set of the Sanctioned Plans to the members of First Party within Fifteen days of such sanction. The members of First Party and Second Party within one month of such delivery of license and plans, shall decide and agree upon respective built-up areas in the Buildings comprised in the Schedule Property by mutual discussions and reduce the same into writing in the form of Allocation Agreement. It is agreed that at the time of deciding allotment of built-up areas with car parking spaces and entering into Allocation Agreement, the members of First Party and Second Party shall give due account to both the advantages/disadvantages in proportion to their respective shares on equitable basis.

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4.2) In the event the parties fail to agree upon the demarcation of the built-up areas in the Building as referred above and fail to enter into an Allocation Agreement within one month as agreed, the allocation in the Building shall be vertical in all floors with Second Party identifying location of the allotted areas.

4.3) Notwithstanding the above, the parties acknowledge that it may not be possible to divide the built-up area in the Building to enable the Parties to be allotted exactly their entitlement of super built-up area etc., in the Schedule Property and hence the members of First Party shall be entitled to such number of apartments/areas whose super built-up area will be closest to such percentage of super built-up areas agreed to be allotted in each Building comprised in the Schedule Property. If the total area contained in apartments allotted to the members of First Party falls short of their entitlement of super built-up area and car parks, the Second Party shall pay the price therefor to the members of First Party for the deficit area at mutually agreed rates and vice versa. The payment for such area, if any, shall be paid on completion of construction of the building and delivery of 'OWNERS' CONSTRUCTED AREA' in such building and vice-versa.

5) CONSTRUCTION:

5.1) The Second Party is entitled to commence construction of the Buildings on the Schedule Property at its cost with all internal and external roads, walkways, including compound, lifts, staircases and passages and other common areas in accordance with the sanctioned plans before or after execution of Allocation Agreement. The Second Party agrees that the development shall be in accordance with the sanctioned plan and there shall not be any deviation beyond the permissible limits.

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5.2) The Second Party shall be entitled to make modifications, additions, deletions and alterations in the construction and/or Development as demanded by the sanctioning authorities and as per the business demands and if required and seek sanction of Modified Plans and the same shall not affect the entitlement of members of First Party. The Second Party shall have absolute discretion in matters relating to the method and manner of construction without affecting the entitlement of members of First Party, designs and safety and time schedule for completion of the buildings basically.

5.3) The Second Party shall have sole discretion in selection of construction materials, method of construction, equipments to be used for construction and other related techniques of construction and the members of First Party shall not interfere with the same provided it is made clear that the development and construction shall be in accordance with the Specifications agreed to between the Parties as per Annexure attached hereto and in terms of this Agreement. Such claims and demands shall be fully answered by the Second Party only and in respect of which the members of First Party have no concern, since the entire development will be made by the Second Party.

6) SPECIFICATIONS:

The construction of Residential Apartment Buildings and other developments in the Schedule Property shall be in accordance with the Specifications mentioned in Annexure attached hereto or equivalents thereto.

7) COST OF CONSTRUCTION:

The entire cost of construction of the buildings to be built in the Schedule Property including the OWNERS' CONSTRUCTED AREA shall be borne solely by the Second Party. The members of First Party shall not be required to pay any amount for the development and construction in the Schedule Property or for OWNERS' CONSTRUCTED AREA other than those specifically undertaken by them under this Agreement.

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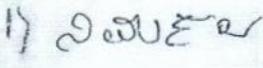
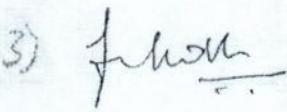
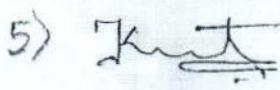
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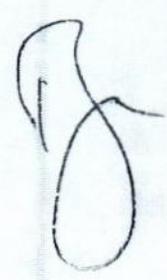
8) APPOINTMENT OF ARCHITECTS, CONTRACTORS AND ENGINEERS:

8.1) The Second Party shall be entitled to appoint Architects, Contractors, Engineers and other Consultants at their cost to execute the development and construction works on their behalf on the Schedule Property as they deem it fit, provided the Second Party alone shall be liable to fulfil the terms and conditions and the obligations as set-forth herein. The fees payable to Architects, Engineers, Contractors, Consultants and other staff and workmen and all persons connected with the development/construction on the Schedule Property shall be borne by the Second Party and the aforesaid persons shall have no claim on or against the members of First Party.

8.2) In case of disputes between the Second Party and/or their Contractors, Architects, Engineers and other workmen and suppliers of materials and all other persons who are engaged or employed in the development of the Schedule Property, the same shall be paid and settled by the Second Party who alone shall be liable and answerable for their claims, if any. The members of First Party shall have no liability whatsoever in this behalf and the same shall not be an excuse for the Second Party not completing the construction within the stipulated time.

8.3) In case of any accidents or injury or death of any workmen or third party during the construction in the Schedule Property or elsewhere in relation to the Development of the Schedule Property under this Agreement, the Second Party shall solely be responsible. The members of First Party shall have no liability whatsoever in this behalf. The Second Party hereby agrees to keep the First Party fully indemnified and harmless against all such claims, if any and also agrees to reimburse the members of First Party any expenses incurred in defending any such claim/action in this regard.

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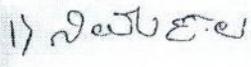
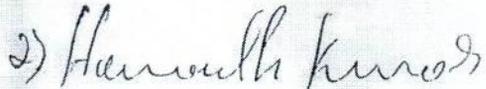
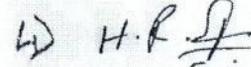
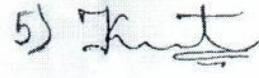


8.4) The Second Party shall promptly comply with all labour laws, insurance laws and all other rules and regulations during the course of development of Schedule Property and further be fully responsible for all the consequences. The members of First Party have no liability in respect thereto. The Second Party agrees to keep the members of First Party indemnified and harmless against all such claims and also agrees to reimburse the members of First Party all expenses incurred in defending any such claim/action and/or the amounts ordered to be payable by them.

8.5) All items of plant and machinery, tools and implements, stores and materials or such other materials the Second Party and/or their contractors, workmen and other agencies brought into the Schedule Property for the development and construction of the buildings in the Schedule Property shall remain their exclusive property at all times and/or entitled to remove the same any time. The members of First Party shall have no claim or lien whatsoever on any such items of plant and machinery, tools and implements, stores and materials at any time. The Second Party shall move their equipment and machinery into the Schedule Property without damaging the environment and without causing any inconvenience to the other persons residing/carrying on business within the vicinity of the Schedule Property

9) SHARING OF BUILT AREA:

9.1) In consideration of the members of First Party agreeing to transfer 62% undivided share, right, title, interest and ownership in Schedule Property or such proportionate undivided share, right, title, interest and ownership in the land in the Schedule Property as is proportionate to the built areas allocated to Second Party by way of sale or otherwise to the Second Party and/or their nominee/s and/or their assignee/s under one or several documents, the Second Party shall develop the Schedule Property and construct 'Residential Apartments' and complete the

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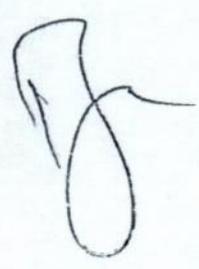
construction of the areas allocated to the First Party and/or their nominee/s and/or their assignee/s free from all encumbrances and claims (i) 38% of the super built up area in the form of 'Residential Apartments', (ii) 38% of car parking areas in Basement Floor, Ground Floor and other levels wherever they are provided in Schedule Property and (iii) proportionate common areas and built as per the Specifications in Annexure attached hereto (hereinafter referred to as the 'OWNERS' CONSTRUCTED AREA') for the absolute use and/or benefit and ownership and enjoyment of the members of First Party and/or their nominee/s and/or their assignee/s.

9.2) The 'OWNERS' CONSTRUCTED AREA' of the members of the First Party will be shared between themselves in the following manner in ownership ratios held by them in the Schedule Property:

| Sl. No. | NAME OF THE PARTY       | PERCENTAGE OF SHARE |
|---------|-------------------------|---------------------|
| 1)      | Smt.NIRMALA             | 1.52%               |
| 2)      | Sri.HEMANTH KUMAR H. R. | 9.12%               |
| 3)      | Sri.LAKSHMISHA H. R.    | 9.12%               |
| 4)      | Sri.PRABHAKARA H. R.    | 9.12%               |
| 5)      | Smt.KASTURI             | 9.12%               |
|         | <b>TOTAL</b>            | <b>38.00%</b>       |

In view of the aforesaid identification of the shares, the members of the First Party require the Second Party to earmark to the shares of each of the members of the First Party individually and separately in the Allocation Agreement. The members of the First Party hereby irrevocably authorise and empower the Second Party to deliver each one of them their share of built-up areas against receiving amounts which each one of them have agreed to pay in terms of this Development Agreement without reference to other members of the First Party.

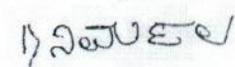
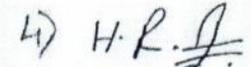
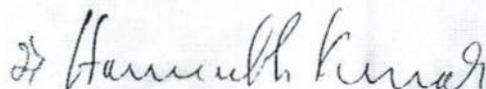
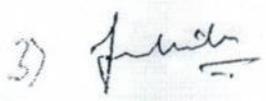
- 1) Smt. Nirmala
- 2) Hemant Kumar
- 3) Lakshmi
- 4) H.R. J.
- 5) Prabha

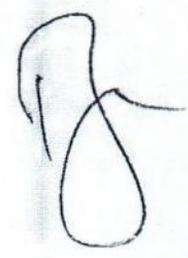


9.3) The remaining (i) 32% of the super built up area in the form of 'Residential Apartments', (ii) 62% car parking areas in Basement Floor, Ground Floor and other levels wherever they are provided in Schedule Property and (iii) proportionate remaining common areas and built as per the Specifications in Annexure attached hereto (hereafter referred to as 'DEVELOPERS' CONSTRUCTED AREA') along with 62% undivided share, right, title, interest and ownership in the land in the Schedule Property shall belong to the Second Party and/or their nominee/s and/or their assignee/s absolutely in accordance with this Agreement.

9.4) In consideration of the Second Party agreeing to construct the 'OWNERS' CONSTRUCTED AREA' for the members of First Party as per Para above, the members of First Party will and shall transfer to the Second Party and/or their nominee/s and/or their assignee/s 62% or such proportionate undivided share in the Schedule Property as is proportionate to the super built up area earmarked and allocated to the share of Second Party in one lot or in several lots as decided by Second Party without receiving any payment.

9.5) The members of First Party shall be entitled to 'OWNERS' CONSTRUCTED AREA' in the Schedule Property and they shall be entitled to own, hold, sell, transfer, mortgage, gift, lease, alienate or otherwise dispose of their respective shares in whole or any part thereof in any manner along with proportionate undivided share in the land in Schedule Property as will be proportionate to the super built area retained by the members of First Party and shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing therefrom.

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9.6) The Second Party shall be entitled to 'DEVELOPERS' CONSTRUCTED AREA' in the Schedule Property and they will be entitled to own, hold, sell, transfer, mortgage, lease and alienate or otherwise dispose of the same or any part thereof in any manner along with proportionate share in the land in Schedule Property as will be proportionate to the super built area allocated to the Second Party and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing therefrom.

9.7) The Second Party is also entitled to retain the unsold right, title and interest in the land in Schedule Property with proportionate constructed area/Terrace/benefits out of 'DEVELOPERS' CONSTRUCTED AREA' and dispose of the same as above and/or thereafter as and when the Second Party desires or deal with the same in any manner the Second Party deems fit and the members of First Party have no objection for the same.

9.8) The word "super built-up area' mentioned in this Agreement shall comprise of:

- i) The total built up area of the Building or as the case may be, of the units forming part thereof, including space under the walls, external finish and utility area (if any);
- ii) The common areas, common amenities and services appertaining to the Building or as the case may be proportionate part/s thereof in the case of unit/s including but not limited to balconies, staircases, lift rooms, electrical Meter rooms, pump rooms, Generator rooms, common areas, circulation areas but excludes car parking areas, terrace areas and garden areas.
- iii) For the purposes of this Agreement the word 'built up area', 'constructed area' or 'super built-up area' shall mean the plinth area of the apartment including sit-outs/balconies plus proportionate share in the common areas such as lobbies, staircases, security rooms, generator and electrical rooms, club house area , lift machine rooms etc.

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10) CLUB HOUSE:

As a part of over all development, the Second Party will provide a Club House consisting of various recreational facilities such has swimming pool, gym, party hall etc. The occupants/owners of the apartments in the Schedule Property shall be entitled to make use of the facilities by following the rules and regulations prescribed for the usage of the facilities. The Club House shall form part of the common amenities for the owners of the apartments in the development however the Second Party shall be entitled to appoint operators to manage Club House. The Club House will be handed over to Owners' Association as and when it is formed by owners of the apartments in Schedule Property.

11) OBLIGATIONS UNDER REAL ESTATE REGULATION

The transaction is in the nature of Joint development and each of the parties' rights and obligations are clearly defined in the Joint Development Agreement. All land related issues will have to be handled by the First Party and construction related by the Second Party. With the advent of Real Estate Regulation Act, it is clarified that First Party will be responsible to the end customers, on sale of apartments/built up areas including for those fallen to the share of Second Party for all monetary loss resulting from third party claims for the land or defective title or stoppage or delay in construction due to third party claims or title related issues or for any reasons attributable to the First Party, which results in stoppage of construction or delay in completion and handing over. To this limited extent, First Party will be considered as a Co-Developer of the Project and accordingly shall be liable to the end customers under the RERA Act. Also, the First Party hereby agrees to keep the Second Party fully indemnified from the end customers claims on account of the above.

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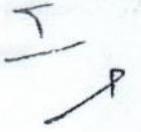
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12) COMMENCEMENT AND COMPLETION OF CONSTRUCTION:

12.1) That before or after sanction of licence and plan and execution of Allocation Agreement, the Second Party shall in any event not later than two months thereof be entitled to commence construction in the Schedule Property.

12.2) The Second Party under normal conditions and in the absence of any restrictions, shall complete the construction of the Residential Apartment Buildings in accordance with the Specifications and the Sanctioned Plans and in addition thereto the Second Party should have filed an application before the plan sanctioning authority for issue of Occupancy Certificate, within Thirty Six months from the date of sanction of licence and plan and issue of Commencement Certificate by Bruhat Bangalore Mahanagara Palike and/or plan sanctioning authorities which period does not include the time taken for obtaining of the Occupancy Certificate/ Completion Certificate from the plan sanctioning authorities and Electrical, Water and Sanitary Connections from the respective departments. However, the Second Party shall not incur any liability for any delay in delivery of possession of the 'OWNERS' CONSTRUCTED AREA' by reason of non-availability of Government Controlled Materials, and/or by reason of Governmental restrictions and/or civil commotion, transporters strike, Act of God or due to any injunction or prohibitory order (not attributable to any action of the Second Party) or conditions force majeure or for reasons beyond the control of the Second Party. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for completion and delivery of the said 'OWNERS' CONSTRUCTED AREA'. In the event of delay in securing Occupancy Certificate/Completion Certificate or Power/ sanitary/ water connections, the Second Party shall arrange to have temporary electrical, water and sanitary connections until permanent connections are obtained.

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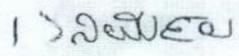
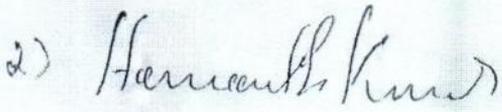
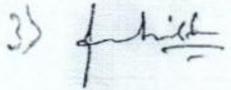
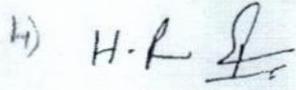
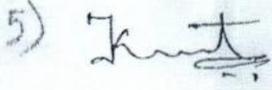
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12.3) It is understood and acknowledged that the Second Party shall not be deemed to be in default or incur any liability for any delay beyond Thirty Six months from the aforesaid date, if the performance of its obligations hereunder is delayed or prevented by conditions constituting the reasons stated in above para. All periods, hereunder fixed shall be deemed to have been extended by the periods equal to the periods of delay on account of reasons stated above. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for delivery of the said 'OWNERS' CONSTRUCTED AREA'. If the delay or stoppage of work is on account of First Party's acts of omission or commission or interference in the development or title related issues, the Second Party shall be entitled to proportionate extension of time. However, if the delay or stoppage of work is on account of Second Party's acts of omission or commission, the Second Party is not entitled to corresponding extension of time.

12.4) In the event of any delay in completing the construction as stated above and filing of an application before the plan sanctioning authorities for issue of Occupancy Certificate other than for the reasons stated above, the Second Party shall be entitled to six months grace period to complete the construction of the OWNERS' CONSTRUCTED AREA. After such extension also, if the Second Party is unable to deliver the OWNERS' CONSTRUCTED AREA the Second Party shall pay Rs.5/- (Rupees Five Only) per Sq. Ft., super built-up area per month of delay for the next six months, and if the Second Party is unable to deliver the OWNERS' CONSTRUCTED AREA inspite of extended period of six months, the Second Party shall pay Rs.10/- (Rupees Ten Only) per Sq. Ft., super built-up area per month of delay in completing and delivering the OWNERS' CONSTRUCTED AREA. The Second Party in any case agrees to complete the construction within stipulated period. The parties acknowledge that the damages provided in this clause is

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reasonable and commensurate with loss that would suffered by the members of First Party on account of delayed delivery of **OWNERS' CONSTRUCTED AREA'** and apart from the agreed damages the members of First Party shall not be entitled to claim any other compensation/damages from the Second Party. If part of the **'OWNERS' CONSTRUCTED AREA'** is delivered the damages will accordingly stand reduced proportionately.

12.5) That on the completion of the construction of **'OWNERS' CONSTRUCTED AREA'**, the Second Party shall intimate in writing to the members of First Party as to the said completion within 15 days from the date of completion. The members of First Party and/or their nominee/s or assignee/s shall thereafter be entitled to receive delivery of the same in terms of this Agreement as agreed upon and in terms of any Supplemental and/or other Agreements entered and to be entered into between the parties hereto.

13) VOID (Intentionally left Blank)

14) INDEMNITY & ASSURANCES BY FIRST PARTY:

14.1) The members of First Party hereby confirm that their title to the Schedule Property is good, marketable and subsisting and that no one else have any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, mortgages, litigation, lien, attachments, court or taxation or acquisition proceedings or charges of any kind or any tenancy claims and which shall bar the development and/or sale of the Schedule Property and/or disposal of **'DEVELOPERS' CONSTRUCTED AREA'**. The members of First Party shall keep the Second Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings and third party claims that may arise against the Second Party or any one claiming through the Second Party for any act of omission or commission of the members of First Party in breach of the terms hereof or on account of any defect in or want of title on the part of the members of First Party and make good the cost of obtaining Licence and Plan and all other

1) S. J. S. S.

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permissions, cost of construction and development and consequential losses and damages and answer the claims of the persons with whom the Second Party would have dealt with its share in the Schedule Property. The members of First Party agree to clear the title on Schedule Property by themselves at their own cost and from **OWNERS' CONSTRUCTED AREA** without making the Second Party and **DEVELOPERS' CONSTRUCTED AREA** being made liable for the same. If there is a delay in completion and delivery of **OWNERS' CONSTRUCTED AREA** on account of any disputes with regard to First Party's title to Schedule Property, the time stipulated for completion and delivery of **OWNERS' CONSTRUCTED AREA**, stands extended proportionately. In the event of any claims that may arise on title or in respect of any other matter, the same shall be settled by the members of First Party, from and out of its '**OWNERS' CONSTRUCTED AREA**' and proportionate land share and personally, if required.

14.2) The members of First Party alone will be fully liable and responsible for all the claims and demands arising out of default by members of First Party and also for the claims of persons with whom the Second Party would have contracted for construction, development sale, or transfer or otherwise in the land and buildings constructed thereon and members of First Party agree to answer the same and protect the Second Party and there from and accordingly offer indemnity. The time taken to clear any third party claims caused at the instance of members of First Party resulting in stoppage of construction will be added to the period of construction. That in the event of Second Party being prevented by persons claiming title superior to that of members of First Party and for any other reason not attributable to the Second Party, and on the members of First Party failing to cure such defects in title or claims / objections within one month from the date of such claims being brought to the notice of members of First Party in writing the Second Party shall be at liberty to cure such defects on behalf of and at the cost and expense of the members of First Party. The Second Party shall be entitled to settle the claims on behalf of the members of First Party and appropriate saleable area or value thereof from out of share of members of First Party.

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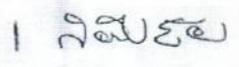
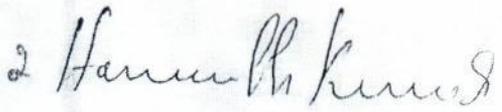
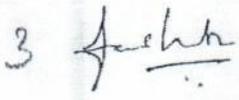
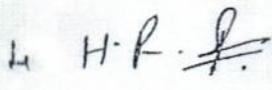
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14.3) If there is any claim/demand/litigation/attachment and/or decree of any nature whatsoever against the Schedule Property, not attributable to the acts of the Second Party then it is a condition of this Agreement that the same shall only be met and appropriated out of the **OWNERS' CONSTRUCTED AREA** and First Party's interest in the land in the Schedule Property in proportion thereto or the proceeds thereof. The members of First Party indemnifies the Second Party developer and its prospective buyers and the relevant financial institutions lending to such buyers for construction against such claims, provided that if any claims / outstanding, demands/litigations/attachments and/or decree arise out of the acts, deeds and things done by the Second Party and/or its intending buyers the same, including the cost and expenses incurred in defending any action, legal or otherwise, shall be the liability of the members of First Party and shall only be met and satisfied out of the **OWNERS' CONSTRUCTED AREA** and the Second Party shall not have any liability whatsoever in that regard.

14.4) The members of First Party declare that the Second Party has entered into this Agreement expressly on the faith and strength of such declaration that they have encumbrance free marketable title to the Schedule Property and that there are no other persons interested in the Schedule Property. The Second Party has come forward to invest huge sums of money for development of the Schedule Property and if it is found at a later date that the representations made by the members of First Party regarding their title and/or possession are false, the members of First Party shall be solely liable for the losses incurred by the Second Party due to the misrepresentations and the members of First Party shall reimburse the Second Party all the costs, charges and expenses incurred by the Second Party to obtain permissions, clearances, consents, No Objection Certificates and sanction of license and plan and the cost of construction and consequential losses and damages. The members of First Party shall not encumber the Schedule Property nor deal with or dispose of the Schedule Property or any interest or portions therein or part with its

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possession nor shall grant any license to use the Schedule Property which will prejudice the rights of Second Party under this Agreement. The members of First Party shall not grant any Power/s of Attorney to deal with the Schedule Property in any manner whatsoever inconsistent with this Agreement except in the normal course of the First Party's transactions and for sale of its share. However, the aforesaid shall not impair the rights of the members of First Party to independently deal with its share of land and **OWNERS' CONSTRUCTED AREA** in the Schedule Property by themselves and/or through their Power/s of Attorney in terms of this Agreement without affecting the rights of the Second Party.

14.5) Though the members of the First Party own portions of the Schedule Property they together own the entire ownership in the Schedule Property and they have jointly entrusted the Schedule Property to the Second Party for development and sale for their benefit and any breach committed by any one member of the First Party will affect the project and development of the Schedule Property which will consequently expose the Second Party for third party claims, risk and losses and hence the members of the First Party specifically assure and covenant with the Second Party, that they will not commit any breach of the terms of this Agreement or agreements to be executed hereafter and they also agree that breach committed by any one member of the First Party shall be treated as breach by all the members of the First Party and both of them are jointly and severally liable and responsible for the claims of the Second Party on account of such breach. Any differences amongst the members of the First Party shall not result in stoppage of construction and development in the Schedule Property since it would affect mutual interest of parties hereto and also expose them to third party claims with whom they have dealt with for sale /lease/transfer of land and building in the Schedule Property. Similarly the Second Party agrees and covenants with each of the members of the First Party that they will promptly perform their part of the obligations stipulated under this Agreement without committing any default.

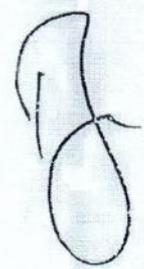
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15) INDEMNITY BY SECOND PARTY:

The Second Party shall keep the members of First Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the members of First Party and/or the 'OWNERS' CONSTRUCTED AREA' in the Schedule Property and the building to be constructed thereon by reason of any failure on the part of the Second Party to discharge their liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or arising out of development and putting up of the construction or any delay thereof and further the Second Party shall be fully liable and responsible to the Government (State and Central), Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board and other Authorities for compliance of all the statutory requirements regarding construction and providing amenities/facilities therein. The Second Party shall also be liable and responsible for third party claims and claims arising out of contract entered into by the members of First Party with persons desiring to own and/or possess the OWNERS' CONSTRUCTED AREA or portions thereof and the land in the Schedule Property to the extent referred to in above preceding Paras on account of breach by the Second Party of the terms of this Development Agreement.

16) TRANSFER OF SECOND PARTY'S ALLOTTED AREA:

16.1) The Second Party shall on sanction of license and plan and execution of the Allocation Agreement or on earmarking the apartments to the members of First Party in terms stated above is entitled to enter into Agreements to agree to transfer, agree to sell and/or agree to lease and also sell, transfer, lease or otherwise dispose of the undivided share in the land in Schedule Property, which will be proportionate to the super built-up areas allocated to the Second Party in the Allocation Agreement in the building in Schedule Property and forming part of 'DEVELOPERS' CONSTRUCTED AREA' with or to persons intending to own built-up areas and/or occupy on lease or otherwise and receive the consideration thereunder and enter into Agreements/conveyances with them.

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16.2) The stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of the Deed/s of Conveyance and/or other documents relating to 'DEVELOPERS' CONSTRUCTED AREA' and proportionate undivided share of land in Schedule Property to be conveyed to Second Party and/or their nominee/s and assignee/s shall be borne by Second Party/and/or their nominee/s and assignee/s. Similarly what is applicable to 'OWNERS' CONSTRUCTED AREA' will be borne by the members of First Party and/or their nominee/s or assignee/s or purchasers of 'OWNERS' CONSTRUCTED AREA'.

16.3) The capital gains tax, if any, that may be leviable on the transfer of land rights in Schedule Property to Second Party and/or their nominees under one or more documents shall be borne by the members of First Party while the Second Party shall meet all their tax liabilities arising on transfer of DEVELOPERS' CONSTRUCTED AREA promptly.

17) TAXES, MAINTENANCE AND DEPOSITS ETC.:

17.1) The Second Party shall pay and discharge property taxes, land revenue dues and assessments in respect of the Schedule Property till this day. The Second Party will also pay the aforesaid sums from this day till the completion of development of the 'OWNERS CONSTRUCTED AREA' for the members of First Party. The members of First Party shall be liable to bear and pay all property taxes, rates and cesses and charges for electricity, water and sanitary and other services and outgoings payable in respect of the 'OWNERS' CONSTRUCTED AREA' on the expiry of Fifteen days from the date of service of a written notice by Second Party to the members of First Party that the 'OWNERS' CONSTRUCTED AREA' is ready for delivery and occupation.

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17.2) The members of First Party are liable to pay Service and Departmental charges, prorata charges and deposits payable to the Bangalore Electricity Supply Company Ltd., Bangalore Water Supply & Sewerage Board and other Authorities and proportionate cost towards installation and creation of water, sanitary and electrical and all other infrastructure like Transformers, Ring Main Units, Cable Charges and work executed on D.C.W. basis along with supervision charges by the Electricity Supply Authorities or concerned authorities, pipe laying charges for water and sanitary connections from the main road in connection with their respective **OWNERS' CONSTRUCTED AREAS**. The members of First Party shall also be liable to pay Goods and Service Tax and any other applicable taxes levied on such **OWNERS' CONSTRUCTED AREA** now or later. In case the Second Party pays the aforesaid deposits and charges and taxes which the members of First Party is liable to pay, the members of First Party agree to pay the same to the Second Party on completion of **OWNERS' CONSTRUCTED AREA** in full or in proportion to the area completed. The members of First Party agree to pay to the Second Party the aforesaid sums within sixty days of demand made by the Second Party to pay the aforesaid deposit and other sums and taxes, provided the Second Party would have completed 75% of the civil construction and any delay in refund of the same would carry interest at 12% per annum from the date of default till repayment in full. The Second Party is also entitled to recover the amounts due by the First Party by appropriating the same towards proportionate super built-up area and the land share with car park, from and out of **OWNERS' CONSTRUCTED AREA** and entitled to dispose of such areas by exercising the powers conferred upon the Second Party under the Power of Attorney executed alongwith this agreement this day. The aforesaid right is available to Second Party in respect of all the amounts which the members of First Party have agreed to pay or refund to Second Party in respect of the transaction covered under this agreement. The Second Party agrees to pay the aforesaid sums in respect of **DEVELOPERS' CONSTRUCTED AREA**.

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18) COMMON AMENITIES AND MAINTENANCE CHARGES:

18.1) The Second Party will be developing the Schedule Property into Residential Apartment Buildings by laying internal roads / driveways, open spaces and other areas of common enjoyment. The First Party/occupants of 'OWNERS' CONSTRUCTED AREA' and the Second Party / occupants of the DEVELOPERS' CONSTRUCTED AREA shall be entitled to make use of all such common amenities provided in the development including the right to enjoy all common areas, such as gardens, roads and passages etc. The members of First Party / Occupants of 'OWNERS' CONSTRUCTED AREA' and the Second Party and occupants of the DEVELOPERS' CONSTRUCTED AREA shall have the right to use all the access roads, internal driveways, common areas, services, amenities and facilities without any obstruction and restriction whatsoever.

18.2) The parties shall maintain their respective portions at their own cost in good and tenable repair and condition and shall not do or suffer to be done anything in or to the Schedule Property, and/or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common areas. The maintenance of common areas and facilities in the building will be done by Second Party till an Association is formed by owners of apartments. That on formation of the Association for upkeep and maintenance of the common areas and facilities in the development in the Schedule Property, such maintenance charges shall be paid to the said Association. The parties shall deposit such sums as are agreed between them towards Building Maintenance Fund which will be operated by Second Party.

18.3) It is hereby agreed by the members of First Party that from the date the 'OWNERS' CONSTRUCTED AREA' is ready for occupation for which a notice has been sent to the members of First Party by the Second Party, whether possession of the same is taken by the members of First Party or not, the members of First Party shall bear and pay proportionate maintenance expenses for maintenance of common

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areas and facilities proportionate deposit to the owners association or to the Second Party or to the agency appointed by the Second Party for maintenance of common areas, till the formation of Association and all out goings on general expenses in respect of the **OWNERS' CONSTRUCTED AREA** such as insurance, Municipal expenses, tax/es or cess/es, electrical and water tax/es and charge/s or deposit/s in respect of meters, maintenance charges, maintenance security charges and all other costs and expenses connected with maintenance and its common areas/facilities. Similarly the Second Party or any one claiming through the Second Party shall be liable to pay the charges as set out in this clause, proportionate to the **DEVELOPERS' CONSTRUCTED AREA**'.

19) OBLIGATION OF THE MEMBERS OF FIRST PARTY:

19.1) The members of First Party shall carry-out such acts, deeds and things as may be reasonably required by the Second Party to develop the Schedule Property and also to vest good title. The members of First Party have this day executed a Power of Attorney in favour of the Second Party to enable them to obtain permissions, sanctions, orders, no objections, consents, clearances and License and Plans, at Second Party's cost in regard to the development of the Schedule Property and authorising the Second Party to represent the members of First Party before the Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, State and Central Governments, Fire Force Departments, Bangalore Electricity Supply Company Ltd., Bangalore Water Supply & Sewerage Board, Bangalore Telephones Department, Karnataka State Pollution Control Board, Airport and Telecommunication authorities, Police Authorities and various other Statutory Authorities, etc., without any limitation thereto and to Sell/Lease/Transfer the 'DEVELOPERS' CONSTRUCTED AREA' with proportionate divided and/or undivided share in the land in the Schedule Property which shall be exercised in terms of this Agreement.

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19.2) Notwithstanding execution of such power/s of attorney, the members of First Party shall sign and execute necessary applications, papers, affidavits, undertakings and documents and do all acts, deeds and things as the Second Party may lawfully require for completing the development of the Schedule Property and in order to legally and effectively vest in the Second Party and/or their nominee/s title to the 'DEVELOPERS' CONSTRUCTED AREA' in the Schedule Property subject to the to the terms of this Agreement.

20) DOCUMENTS OF TITLE:

20.1) The members of First Party have this day delivered to Second Party certified copies of all the original title deeds pertaining to the Schedule Property. The original title deeds are retained by members of First Party, since the original title deeds relates to the Property retained by them. The Second Party is entitled to have inspection of original title deeds from members of First Party as and when required and also entitled to cause production of the same before the Plan Sanctioning Authorities, Government Agencies and other authorities for securing sanction of Licence and Plan and other consents and permissions or for defending the title and possession of the members of First Party before any Court or Forum or other agencies and also before financial institutions, bankers and customers as and when requested and it is one of the essential terms of this agreement. The members of First Party have agreed between themselves that the original title deeds will be in the custody and possession of second member of First Party and the Second Party is entitled to deal with the said member for inspection as aforesaid. That on completion of development, the Certified Copies of original title deeds shall be delivered to the Association to be formed by all the owners of the apartments in the Schedule Property.

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20.2) The members of First Party assure the Second Party that their title to the Schedule Property is clear and marketable and free from all encumbrances and they have not agreed to sell whole or portions of the Schedule Property with any third parties and has not executed any Power of Attorney or other agreements empowering any person/s to deal with the Schedule Property. The members of First Party also assure that the sale of the Schedule Property and/or portions thereof in terms of this Agreement shall be with encumbrance free marketable title of the members of First Party and free from all claims and demands.

21) NAME OF THE PROJECT:

The entire Project/Development in the Schedule Property shall be known by such name which the Second Party may decide and the same shall not be altered/modified.

22) COMPLIANCE WITH LICENSE AND PLAN:

In developing Schedule Property and putting up the construction of building and providing electricity, water supply, sewerage and other amenities therein, the Second Party shall duly observe the rules and regulations and the laws relating thereto. The Second Party can make necessary changes in the plans submitted/to be submitted to Bruhat Bangalore Mahanagara Palike and/or other authorities as demanded by them based on applicable building bye-laws from time to time and as per business exigencies without affecting entitlement of the members of First Party.

23) RIGHT OF THE MEMBERS OF FIRST PARTY FOR INSPECTION:

The members of First Party and/or their authorised representatives at all reasonable times, shall have the right to inspect the progress of work and quality of construction and require the Second Party to rectify any defects or deviations and to require the Second Party to properly implement the project in Schedule Property. In case of disputes as to quality of construction, rate of progress and other related matters, the decision of the Project Architect in such matter shall be binding on the Parties.

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24) ADDITIONAL WORK:

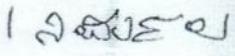
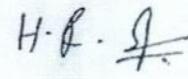
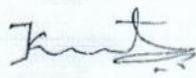
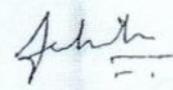
It is agreed between the Parties that in the event of any change in the Specifications sought for by the members of First Party for their share of constructed area of the Schedule Property namely in **OWNERS' CONSTRUCTED AREA**, which is in the nature of upgradation of Specifications, the members of First Party shall contribute the difference for such upgradation cost at mutually agreed rates and at mutually agreed additional time periods, provided the same is not in contravention of the Sanctioned Plan.

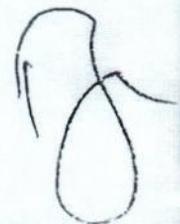
25) DEFECT LIABILITY PERIOD:

The Second Party shall be responsible for any defects in the Buildings noticed upto a period of Twelve months from the date of completion of construction of the Residential Buildings being notified by the Second Party of the '**OWNERS' CONSTRUCTED AREA**' in the buildings. However small air-cracks in the plaster, masonry, doors and windows shall not be considered as defects.

26) POWER TO RAISE LOANS:

26.1) The Second Party shall on execution of Allocation Agreement and/or on earmarking the areas falling to the share of the First Party, be entitled to obtain facilities from Banks, Financiers, Financial Companies and/or other Financial Institutions, required for development and construction of the Building in the Schedule Property on the security of development rights of the Second Party and on Second Party's share of land and in the Building to be constructed to which the Second Party is entitled to and if necessary by deposit of title deeds of whole or portions of the Schedule Property. The funds so borrowed shall be utilised for development/construction in Schedule Property and shall not divert the funds to other projects. Further, there shall be no liability on the members of First Party in regard to any such debts or borrowals and in the event of any default in repayment of any debt/borrowal incurred by the Second Party, recovery shall be enforced only against the Second Party and their share of land and building. The power to raise

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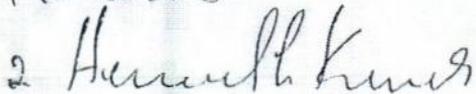
loans by the Second Party shall be restricted on the 'DEVELOPERS' CONSTRUCTED AREA' and Second Party's share in the land in Schedule Property. The members of First Party are not liable for any liability created by Second Party at any time. The Second Party assures and covenants with the members of First Party that the liability so created by them as aforesaid will be fully met by them without making the 'OWNERS' CONSTRUCTED AREA' and/or the proportionate land share and/or the members of First Party liable and responsible for the same and in the event of such claims, the Second Party agrees to fully indemnify and keep the members of First Party indemnified from such claims and demands and protect them at all times in this regard.

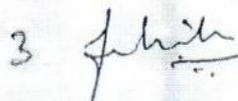
26.2) The members of First Party shall however sign and execute required papers in favour of the financial institution/s to support the applications of the Second Party for financial accommodation provided no such execution of the documents by the members of First Party will expose the members of First Party or 'OWNERS' CONSTRUCTED AREA' or First Party's proportionate share in the land in the Schedule Property for any liability created by Second Party and will be restricted to Second Party's proportionate share of constructed area and undivided share of land as per the Allocation Agreement to be executed by both the parties. This shall not be construed as signing any loan documents or any guarantees or giving confirmation of balances on behalf of the Second Party but shall only in the nature of support or reconfirmation of the terms of this Agreement and the rights conferred upon the Second Party.

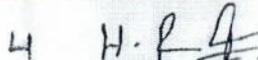
27) POWER TO INTEGRATE:

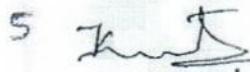
The Second Party is, entitled to integrate the development in the Schedule Property with the development which the Second Party may undertake in the lands abutting/adjoining to the Schedule Property. The Second Party is empowered and authorised to confer upon the buyers of the built-up areas in the adjoining lands, right to use and enjoy the common roads, approach roads and all other facilities that will be provided in the Schedule Property to the purchasers therein.

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28) RIGHT OF WAY:

The members of the First Party have retained a balance property measuring two acres in Sy. No.39 of Hara!uru Village i.e.towards the west of the Schedule Property for their own use and the members of the First Party and/or their representatives/nominees/transferees as well as the Second party shall have right and liberty to make use of the road situate towards north of the Schedule Property which is formed in the land bearing Sy.Nos.33 and 35 owned by Sri.H.R.Rajashekar S/o Late H.Ramaiah Reddy and his family members and the said road portion was relinquished in favour of Bangalore Development Authority under a Deed of Relinquishment dated 24.11.2014 registered as Document No.SHV-1-02855-2014-15 of Book I, recorded in CD No.SHVD188 dated 28.11.2014 in the office of the Sub-Registrar, Shivajinagar, Bengaluru in favour of the BBMP, Bengaluru. The said road is the only way to have ingress and egress to the Schedule Property as well as the property retained by the members of the First Party for free movement of the members of the First and Second Party and/or their representatives/nominees/transferees and also for all the vehicles to reach the Schedule Property as well the property retained by the members of the First Party.

29) ACQUISITION:

If the entire Schedule Property is acquired under any Law by the Government or other Authority under the law, then this Agreement shall stand terminated. Compensation payable for the full area of land shall be taken by the members of First Party in entirety and the compensation payable for development and construction made thereon by the Second Party shall be taken by Second Party in its entirety if the acquisition takes place before completion of 50% of development and construction. If the acquisition takes place beyond 50% of construction as aforesaid the compensation and other sums payable on the land and building and developments in Schedule Property shall be shared in the ratio of 38% to the members of First Party and 62% to the Second Party.

30) ADVERTISEMENT:

The parties shall be entitled to advertise for sale and disposal of DEVELOPERS' CONSTRUCTED AREA and the land share in the Schedule Property and to publish in the Newspapers calling for response from prospective purchasers and in terms of this Agreement.

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Hemant Kumar

31) RIGHTS AND OBLIGATIONS:

The parties agree that in respect of built up areas allotted to their respective shares in the Building in the Schedule Property they shall be entitled to own, possess and enjoy the same subject to such rights, restrictions and obligations that are stipulated herein and both the Parties agree to stipulate the conditions stated herein in the Conveyance/s, Lease Deeds etc., to be executed by them in favour of any prospective Purchaser/s and/or Transferee/s of such built up areas in the building constructed in the Schedule Property.

In the course of ownership and/or enjoyment of the built-up areas/units, in the Schedule Property each of the Parties herein and their respective transferees shall have the following rights and obligations:

:RIGHTS:

- (a) Full right and liberty for the Parties and persons authorised or permitted by the Parties (common with all other persons entitled, permitted or authorised to the like right) at all times by day and night to go, pass and repass and to use the common areas inside and outside the building in the Schedule Property.
- (b) The right to subjacent and lateral support, shelter and protection from other parts of the building and from the side and roof thereof.
- (c) The right to free uninterrupted passage of running water, gas and electricity from and to the building and to the unit allotted, through water courses, sewers, drains, conduits, pipes, cables and wires which may be passing through the building or any part thereof.
- (d) The right of passage for the owners of the Units and the person/s authorised by them to the common areas of the building development at all reasonable times.
- (e) Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the other owners of Units in the building with prior written permission of Second Party and/or Maintenance Company as the case may be.

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- (f) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.
- (g) The right to the use of common open area around the building (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the building.
- (h) Absolute ownership and possession of the units and car parking/s and other benefits and advantages allotted.
- (i) Exclusive right and use of any portion of Terrace Area and/or Garden Area if allotted.
- (j) Right to use and enjoy all the roads, pathways, approaches, common areas and all facilities in the development in Schedule Property.

2) RESTRICTIONS ON THE RIGHT/S OF THE PARTIES:

The Parties and the prospective owners/Lessors of Units in the building in the Schedule Property shall be bound by the following restrictions and covenants in the course of ownership and enjoyment of such Units.

- (a) Not to raise any construction in addition to the Units allotted in the Schedule Property.
- (b) Not to use or permit the user of the Unit/s which would diminish the value, utility of the pipes, cisterns and other common amenities and facilities provided in the building.
- (c) Not to use the space in the land left open after the construction and completion of the development of the Schedule Property which might cause hindrance to the free ingress to or egress from any part of the building.
- (d) Not to park any vehicle at any place in the Schedule Property other than in the allocated parking area allotted to each of the Parties.
- (e) Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of other units and not to default in payment of maintenance deposit decided by the parties hereto by mutual consent.
- (f) Not to make any arrangement for the maintenance or the common amenities in the building other than to the Maintenance Company or Second Party.

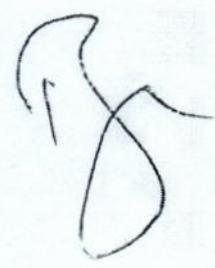
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- (g) Not to store in the said Unit any goods which are hazardous, combustible, dangerous or considered objectionable or which are excessively heavy as to affect or damage the construction or weaken the structure of the said building.
- (h) Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- (i) Not to use or permit the use of the common passages, common staircases or common areas for storage, display boards, materials etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the building or any part thereof.
- (j) Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the building or in the common areas of the building or on the Schedule Property.
- (k) Not to cause any nuisance or health hazard to the other occupants of the building.
- (l) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Second Party/Maintenance Company.
- (m) Not to use the terrace/open area specifically allotted to any unit Owner.
- (n) Not to seek for partition of common facilities or services or the land covered in the Schedule Property by metes and bounds but enjoy the respective portions of Schedule Property as co-owners along with other co-owners thereof.
- (o) Not to use the unit allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health hazard to others.
- (p) Not to put up advertisement boards, neon sign and other display materials at any place of the building in the Schedule Property except at the previously designated location and also at the entrance door of the particular unit.
- (q) No sign board, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the unit or at any open spaces inside or outside the building and compound wall.
- (r) Not to alter or subscribe to the alteration of the name of the building which shall be named by the Second Party.

1 2022/23

4 H.F. J.

2 Hemant Kumar

5 Kant

3 Ahmed

- (s) The unit shall be used only for residential purposes.
- (t) The Parties shall ensure that the aforementioned restrictions are adhered to by the prospective purchasers/Lessors/transferees etc., of the Units, by incorporating the same in the specific agreements entered into by the Parties with such purchasers/ Lessors/transferees of the Units in the building comprised in the Schedule Property.

3) EXPENSES TO BE BORNE BY OWNER OF EACH UNIT:

The Parties herein and the future prospective owners/lessees of units in the building in Schedule Property shall bear and pay within Fifteen days of demand the proportionate share of the following common expenses in respect of unit held by him/her/them, the proportion being the super built area of such unit to the total super built area of all units in the Schedule Property. The parties shall be liable to pay the following common expenses proportionately:

- a. Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical, chiller plant connections in the building, including the cost of AMC's for these equipments;
- b. Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building;
- c. Costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- d. Expenses for maintenance of the building and the land surrounding thereto, white washing and colour washing of common areas, external areas and the compound;
- e. Expenses incurred in the maintenance of landscape, pots and other plants in the building;
- f. Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff and workmen etc., appointed;
- g. Such other expenses which are common in nature and not attributable to any unit in particular but relates to the building in general.

1 *Sawal* 4 *H.F. J.*  
2 *Hameed kumar* 5 *J.K.*  
3 *John*



Should any Party default in any payment of any dues for any common expenses, benefits or amenities, the Second Party/Association/company maintaining the common benefits and amenities shall have the right to remove such common benefits or amenities including electricity and water connection from the defaulting Party's enjoyment which shall be reconnected to the Party after such arrears are cleared.

32) **NOTICE AND ADDRESSES:**

The address of the parties for the purpose of any correspondence is under:

- 1) Smt. NIRMALA,
- 2) Sri. HEMANTH KUMAR H. R.,
- 3) Sri. LAKSHMISHA H. R.,
- 4) Sri. PRABHAKAR H. R.,  
All are at:  
Haralur Village,  
Agara Post,  
Bangalore East Taluk,  
BANGALORE.
- 5) Smt. KASTURI,  
No.109, 2<sup>nd</sup> 'A' Cross Road,  
Near Lakshmi Narayana Temple,  
Munnekolala,  
BANGALORE-560 037.
- 6) M/s. BREN CORPORATION PVT. LTD.,  
Having its Registered Office at:  
3<sup>rd</sup> Floor, Balavana,  
Plot No.61, 5<sup>th</sup> 'A' Block,  
Koramangala,  
BANGALORE - 560 095.  
ATTN : Mr.J.BOOPESH REDDY.

Each party shall give notice under acknowledgement, to the other of any change in address as soon as possible. All communication shall be sent by Registered Post Acknowledgement Due or delivered personally with acknowledgement and will be deemed to have been received by the addressee within three working days of posting.

1 Nirmala  
2 Hemant Kumar  
3 Lakshisha

4 H.R.J.  
5 Kasturi



33) SPECIFIC PERFORMANCE AND DISPUTE RESOLUTION:

33.1) In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach;

33.2) Irrespective of what is stated in this Agreement, any breach committed by a Party may be complained of by the Other Party in writing calling upon the Party in breach to remedy the breach. On the failure of such Party to remedy such breach within Fifteen days from the date of receipt of such notice to that effect, the non-defaulting Party shall take steps to resolve such compliance in terms stated below.

33.3) In the event of any dispute or difference arising in relation to this agreement, its interpretation, performance or any other matter, the same shall be decided by mutual discussion between the Parties. Either of the Parties shall be entitled to raise such question in writing in a letter addressed to the other party and the Parties' representatives shall meet and use good faith efforts to resolve such dispute or differences within a week of either of the Parties raising a dispute.

33.4) In the event of the Parties being unable to resolve the dispute by conciliation as above or within such further time as the Parties may mutually agree, the dispute may be referred by either party to arbitration by a panel of three arbitrators (one to be appointed by First Party, the other by Second Party and third by the two arbitrators) in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any re-enactment or modification thereof and shall be decided by such Arbitral Tribunal. The award shall be final and binding on the parties.

- i) The arbitration will be held in Bangalore City.
- ii) The language of the arbitration proceedings will be in English.

The disputes shall be resolved in thirty working days of reference or within a reasonable period as may be agreed between the parties in writing. It is however clarified the work will not stop, pending the arbitration process.

1 D. S. S. S.  
2 Hemant Kumar  
3 f. h. h.

4 H. K. S.  
5 K. S.



40) MUTUAL REPRESENTATIONS AND WARRANTIES:

40.1) This Agreement and all related documents are executed by persons duly authorised and bind the respective parties.

40.2) Execution and Implementation is not in violation of or in conflict with any applicable Law/Regulation/permission/Entity's Constitution/ Agreements/ Decree.

41) SEVERABILITY:

In the event that any provision of this Agreement or these conditions or any one of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any relevant competent authority, the parties will:

- a) amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) at the discretion of the parties, such provision may be severed from this Agreement.
- c) The remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

42) RULES OF INTERPRETATION:

This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:-

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.

1 gaur

2 Hemant Kumar

3 Shikha

H. H. R. [Signature]

5 [Signature]

[Signature]

- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.
- f) The word agreement or development shall mean the Joint Development or this Development Agreement as the case may be.

43) **COST OF THIS AGREEMENT:**

The Second Party has borne the cost of stamp duty and registration charges paid on this Agreement.

44) **CUSTODY:**

This Agreement is prepared in Duplicate. The original shall be with the Second Party and duplicate thereof shall be with the members of First Party.

**:SCHEDULE:**

All that undeveloped Property measuring 3 Acres 28 Guntas in Sy.No.39 situated at Haralur Village, Varthur Hobli, Bangalore East Taluk, duly converted for non-agricultural residential purposes vide Order of The Special Deputy Commissioner, Bangalore District, Bangalore, bearing No.BDIS/ALN/(E)VB/SR/216/2003-04 dated 26/07/2003 and bounded by:

- East : Property of Smt.Jayalakshamma in Sy.No.36;
- West : Remaining Property measuring 2 Acres in Sy.No.39;
- North : Road; and
- South : Remaining Property measuring 1 Acre in Sy.No.39.

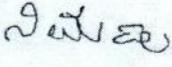
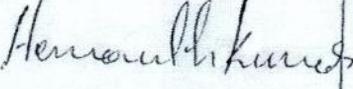
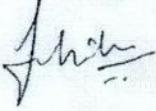
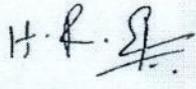
**:SPECIFICATIONS:**

AS PER ANNEXURE -

- 1. *Deewan*
- 2. *Haralur Hobli*
- 3. *file*
- 4. *H.R. 4*
- 5. *Trust*

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS JOINT DEVELOPMENT AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

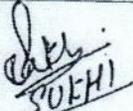
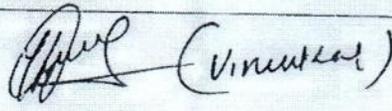
FIRST PARTY.

|  |   |   |
|--|---|---|
| 1)<br><br>(NIRMALA)         | 2)<br><br>(HEMANTH KUMAR H. R.) | 3)<br><br>(LAKSHMISHA H. R.) |
| 4)<br><br>(PRABHAKAR H. R.) | 5)<br><br>(KASTURI)              |   |

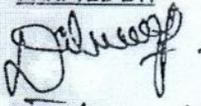
SECOND PARTY.

for M/s. BREN CORPORATION PVT. LTD.,  
  
Director.

WITNESSES:

|   |  |
|---|--|
| 1)<br><br>27, Lavelle Rd<br>Bangalore. | 2)<br><br>109, 2nd 'A' cross<br>Hunnurcolaba<br>Bangalore - 37 |
|---|--|

DRAFTED BY:

  
Deep Kumar. B.N

ADVOCATE,  
BANGALORE.

ANNEXURE  
SPECIFICATIONS

STRUCTURE:

Seismic Zone II Compliant.  
RCC - Framed Structure.  
Concrete Solid Block Masonry.  
Internal Walls Smoothly.  
Plastered with Lime Rendering.

FLOORING:

Vitrified Tiles in Living, Dinning and all Bedrooms.  
Ceramic Tiles in all Toilets, Balcony and Utility.

PAINTING:

Interior with Premium Oil-Bounded Distemper with Roller Finish.  
Exterior Cement Paint.  
Enamel Paint for all Internal Doors.

DOORS AND WINDOWS:

Teakwood Door Frame with Teak Veneered (both sides) Main Door of Melamine Polish with Premium Fittings.

All other Doors-Hard Wood Frames and Flush Shutters with Enamel Paint on both sides.

Anodized Aluminum Sliders for Balcony and Windows with Mosquito Mesh.

ELECTRICAL:

Power for each House-4 KVA for 3 BHK, 3 KVA for 2 BHK.  
Fire Resistance Electrical Wires.  
Elegant Modular Switches of reputed makes.  
One Earth Leakage Circuit Breaker.  
(ELCB) in each Flat for Safety.  
One Television and Telephone Points in both Living and Master Bedroom.  
Stand-by Generator for Common Areas, Lift and Pumps.

BATHROOM:

Ceramic Glazed Tiles dado up to 7 Feet Height.  
White Sanitary-Ware of Reputed Make in all Toilets.  
Hot-cold Water Mixer Unit for Shower of Reputed Make.  
Health Faucet for all Toilets.  
Provision for Exhaust Fan in all Toilets.  
Provision for Geyser.

2020  
Hemant Kumar  
Joshi

H. F. J.  
Kumar

KITCHEN:

20mm Granite Platform with Single Bowl Sink will be provided.

2 Feet High Wall Dado of Ceramic Tiles will be provided at Cooking Platform & Sink Areas.

Provision for Aqua Guard, Chimney & Hub.  
Provision for Washing Machine in the Utility.

LANDSCAPING:

Avenue Trees Flowers Beds and Lawns.

FIRE SAFETY:

In tune with NBC Norms & Standards.

PARKING:

Well-planned, easy and efficient parking, while a restricted visitors parking is on the surface.

WATER:

Robust Water Supply System

SECURITY:

24 Hours Security at the Gate.  
Compound is fully enclosed and secure

ELEVATORS:

One 8 - Passenger Automatic Lift of Reputed Make per Block.

gawse  
Hemant Kumar  
Jhota

H.R. J.  
Jhota