



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

— చెయ్యి. అండ. 2/ —

ಈ ಕಾಳಿಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಚಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಿನಾಂಕ
Date of execution

ಪೊದತ್ತಿಸಿದ ಒಟ್ಟು ಮುದ್ದು ರೂ.
Total stamp duty paid Rs.

• DING (S)-DONG • 2010-11

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT is made and executed on this 22ND day of September Two Thousand Ten (22.09.2010) at Bangalore.

BETWEEN:

1. **SMT. A.C. HEMALATHA,**
W/o. Sri.S.S. Murthy,
Aged about 47 years
2. **SRI. S.S. MURTHY**
S/o Sri. Siddalingappa
Aged about 65 years
- 2a. **SRI.S. VINAY,**
S/o. Sri.S.S. Murthy,
Aged about 29 years
- 2b. **SRI.S.VIJAY,**
S/o. Sri.S.S. Murthy,
Aged about 28 years
- 2c. **SRI.S.VISHWAS,**
S/o. Sri.S.S. Murthy,
Aged about 26 years

All are residing at No.430/A, 10th Cross,
21st Main, J.P. Nagar II Phase, Bangalore-560 078.

Hereinafter referred to as the "FIRST PARTY"

(which term shall whenever the context so permits or admits, mean and include their heirs, legal representatives, administrators, executors and assigns etc.) of the FIRST PART.

For RED CORAL PROPERTIES

Managing Partner

BNG (U)-BSR/4105/2010-11 2 26

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾರ್ಯೀಯ ಕಲಂ 10 ರ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Red Coral Properties Rep by its Managing Partner K.Praveen , ಇವರು 150100.00
ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಕುಲ್ಯಾಂಗಿ ಪಾವತಿಸಿರುವವನ್ನು ಧೃತಿಕರಿಸಲಾಗಿದೆ

ವ್ಯಾಖ್ಯಾತ	ಮೌಲ್ಯ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	100.00	Paid in cash.
ಇಂರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	150000.00	DD No. 205332, Dt. 22/09/10, Drawn on Andhra Bank, Bangalore.
ಒಟ್ಟು:	150100.00	

ಸ್ಥಳ : ಬಸ್ಕಂಟರ್

ದಿನಾಂಕ : 22/09/2010

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುತ್ತಾ ಅಧಿಕಾರಿ
(ಬಸ್ಕಂಟರ್)

ಬಾರಿಯ ಉಪ ನೋಂದಣಿ ಅಧಿಕಾರಿ
ಇಸ್ಟರಿಯಲ್, ಬೆಂಗಳೂರು

Designed and Developed by C-DAC ACTS Pune



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲೆ : ರೂ. 2/-

ಈ ಕಾಳಿಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಾಖಲೆಯನ್ನು ಬರದುಕೊಳ್ಳು ದಿನಾಂಕ
Date of execution

ಪ್ರಾಪ್ತಿಕ್ಕಾಗಿ ಒಟ್ಟು ಮುದ್ರಾ ರೂ. 3-26
Total stamp duty paid Rs.

BNG (U)-BSK/H105/2010-11/3-26

AND :

M/S. RED CORAL PROPERTIES,
A Partnership firm, having its Office at No.9,
Mahaveer House, 3rd Floor, 24th Main, 6th Phase,
J.P. Nagar, Bangalore – 560 078.
Represented by its Managing Partner Sri. K. Praveen.

Hereinafter called the "SECOND PARTY"

(which term shall, whenever the context so permits or admits, mean and include their heirs, legal representatives, administrators, executors and assigns etc.,) of the OTHER PART.

WHEREAS the First Party herein is the absolute owner in peaceful possession and enjoyment of the residentially converted land property bearing Sy.No.34/2 measuring 72,745 sft., situated at Talagattapura Village, Uttarahalli Hobli, Bangalore South Taluk which is more fully described in the schedule hereunder and hereinafter referred to as SCHEDULE PROPERTY.

WHEREAS originally the property bearing Sy.No.34/2 measuring 2 acre 02 guntas of Talagattapura Village, Uttarahalli Hobli, Bangalore South Taluk, belonged to one Munibathappa who acquired the same under Sale Deed dated 16.04.1972 vide registration No.388/72-73. The khata was also made out in favour Munibathappa vide RR No.626 and RTC also stood in his name. Subsequently, the said Munibathappa and his children conveyed the said property in favour of B.T. Puttappa vide sale deed dated 20.06.1990 vide registration No.1960/90-91. The khata was also made out in favour B.T. Puttappa vide MR No.5/90-91 and RTC also stood in his name. Subsequently, the said Puttappa conveyed the said property in favour of Smt.D.N. Gowramma vide sale deed dated 06.02.1992 vide registration No.7397/91-92. The khata was also made out in favour D.N.Gowramma vide MR No.27/91-92 and RTC also stood in her name. Subsequently, the said Gowramma conveyed the said property in favour of Smt.A.C. Hemalatha, the first of the First Party herein vide sale deed dated 21.12.1995 vide registration No.10894/95-96. The khata was also made out in favour Smt.A.C. Hemalatha vide MR No.34/95-96 and RTC also stands in her name.

For RED CORAL PROPERTIES

Managing Partner



BNG (U)-BSK/.....4105

/2010-11/4-26

Print Date & Time : 22-09-2010 05:01:50 PM

ದಿಸ್ತ್ರಿಚ್ಯೂರು ಸಂಖ್ಯೆ : 4105

ಸಬ್ರೋ ರೆಜಿಸ್ಟ್ರಾರ್ ಬನಕಂಪನಿ ರವರ ಕಾರ್ಡ್ ರಿಯಲ್ ದಿನಾಂಕ 22-09-2010 ರಂದು 04:53:16 PM ಗಂತೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಮುದ್ದೆಂದೀರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಶೈಲಿ
1	ನೋಟಿವಿಟಿ ಮುದ್ದೆ	2000.00
2	ಸೇವೆ ಮುದ್ದೆ	780.00
	ಒಟ್ಟು :	2780.00

ಶ್ರೀ M/s Red Coral Properties Rep by its Managing Partner K.Praveen ಇವರಿಂದ ಕಾಜರ ಮಾಡಲುಷ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹ
ಶ್ರೀ M/s Red Coral Properties Rep by its Managing Partner K.Praveen			For RED CORAL PROPERTIES Managing Partner

ಬರೆದುಕೊಳ್ಳಬ್ಯಾಗಿ (ಮುತ್ತು ಪ್ರೋಫೆ/ಭಾಗೆಕ್ಕೆ ಪ್ರತಿಫಲ ರೂ..... (ರೇಖಾಯಿ).....
ಒಟ್ಟುರುತ್ತಾರೆಹಿರಿಯ ಉದ್ದ ವ್ಯಾಖ್ಯಾನಾರ್ಥಿತಾರ್ಥ
ಬಸಂತಪ್ರ. ದೀಪ್ರಿತಾರ್ಥ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹ
1	M/s Red Coral Properties Rep by its Managing Partner K.Praveen (ಬರೆದುಕೊಂಡರು)			For RED CORAL PROPERTIES Managing Partner
2	Smt.A.C.Hemalatha (ಬರೆದುಕೊಂಡರು)			

ಹಿರಿಯ ಉದ್ದ ಸ್ವಾಧೀನಾರ್ಥಿತಾರ್ಥ
ಬಸಂತಪ್ರ. ದೀಪ್ರಿತಾರ್ಥ

ಉದ್ದೇಶದ್ವಾರಾ ಕಾರ್ಯಾಲಯ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ದ್ವಿತೀಯ ಸಂಖ್ಯೆ ರಂಗ 152 ಮುಖ್ಯಾಲಯ 2003
ದಿನಾಂಕ 09-07-2003 ರ ಪ್ರಮಾಣಪತ್ರಗಳಿಗೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಿನಾಂಕ ಹಾಫ್
Document Sheet



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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಬಿಲೆ: ರೂ. 2/-

ಈ ಹಾಫ್ ಯಾವುದೇ ದಿನಾಂಕದಲ್ಲಿ ಉಜ್ಜ್ವಲಾಗಿ ಬಳಸಲಾಗುತ್ತದೆ
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ದಿನಾಂಕ ನ್ಯಾಯ ಬರದುಕೊಳ್ಳಿದ ದಿನಾಂಕ
Date of execution

ಆವತ್ತಿ ಒಟ್ಟು ಮುದ್ರಾ ಮತ್ತು ರೂ.
Total stamp duty paid Rs.

BNG (U)-BSK/ 4105 /2010-115 -26

WHEREAS the said 2 acre 02 guntas in Sy.No.34/2 of Talagattapura Village, was converted for non agricultural residential purpose vide order No.ALN/SR(S)/242/2001-02, dated 25.02.2002. Subsequently, on such conversion the mutation was effected in MR No.37/2002-03. Hence, Smt.A.C. Hemalatha acquired absolute right, title and interest in respect of the said property.

Subsequently, the first of the First Party had leased a portion measuring 16,553 sft., out of 2 acre 02 guntas in Sy.No.34/2, to M/s. Indian Oil Corporation Ltd., under the Lease Deed dated 09.07.2004 registered as document No.14913/04-05 and retained 72,745 sft., which is subject matter of the Schedule Property under this Joint Development Agreement.

In the above said manner the first of the First Party herein acquired the absolute right, title and interest in respect of the Schedule Property and has acquired clear and marketable title to the Schedule Property and can vest the same in others and the Schedule Property is free from all kinds of encumbrances, litigation etc.

WHEREAS the other parties of the First are the husband and children of the first of the First Party, who have also joined in execution of this Joint Development at the request of the Second Party herein as a matter of abundant caution. The said 2nd to 2c of the First parties hereby confirm and affirm that the First of the First Party alone is the sole and absolute owner of the Schedule Property and they have no right, title or interest over the Schedule Property, but have joined in execution of this Joint Development at the request of the Second Party herein.

WHEREAS the First Party herein has decided to develop the Schedule Property and hence has approached the Second Party herein for developing the said property comprehensively.

WHEREAS, the First Party is not having the necessary expertise and resources for developing and constructing the residential building / Apartments and marketing the same and has offered the Second Party to do the same for the consideration of sharing the undivided share of the land with built-up area.

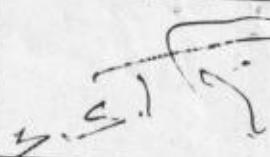
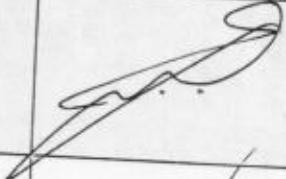
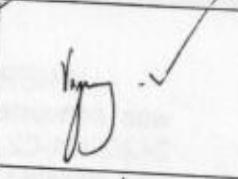
WHEREAS, the Second Party has accepted the offer of the First Party and has accepted to develop the Schedule Property and construction of Residential Building / Apartments and marketing the same in the Schedule Property owned

A. C. H
S. S.

D. S. J

For RED CORAL PROPERTIES

Managing Partner

ಕ್ರಮ ನಂಂತಿ	ಹೆಸರು	ಫೋಟೋ	ಹಿಂಣು ಗುರುತ್ವ	ಸಹಿ
3	S.S.Murthy . (ಉರ್ದುಹೆಸರುವರು)			
4	S.Vinay . (ಉರ್ದುಹೆಸರುವರು)			
5	S.Vijay . (ಉರ್ದುಹೆಸರುವರು)			
6	S.Vishwas . (ಉರ್ದುಹೆಸರುವರು)			

BNG (S)-BSK/.....4105/2010-11-6-26

ಹಿರಿಯ ಉಪ ನೋಂದಾಧಾರಾರ್ಥಿ
ಉನಂತಲ, ದಿಂಗಾರು

ಫೋ



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ದಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಿನಾಂಕದಿಗೆ ಉಂಟಾಗಿರಿಸಬಹುದು
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ದಿನಾಂಕ ಒಳಿತ್ತು ಬರದುವುದ್ದು ದಿನಾಂಕ
Date of execution

ಬಾಹ್ಯತ್ವದ ಒಟ್ಟು ಮುದ್ದಾಂಕ ರೂ. 2/-
Total stamp duty paid Rs.

BNG/101-BS/4105/2010-11 7-26

absolutely by the First Party for the said consideration and on the terms and
conditions hereinafter mentioned.

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. **PERMISSION TO DEVELOP & CONSTRUCT:**

The First Party hereby agree and permit and authorise the Second Party to develop and put up construction of residential apartments in the Schedule Property owned absolutely by the First Party and agree to transfer the 62% undivided right, title and interest in the land in Schedule Property along with rights to put up construction of Apartments in the Schedule Property with rights to sell and dispose of 62% of the Built-up area constructed in the Schedule Property, in favour of the Second Party or their nominees for the consideration mentioned hereinafter.

2. **CONSIDERATION:**

The consideration payable by the Second Party to the First Party are as follows:

a) In consideration of the First Party permitting and authorising the Second Party to develop and put up construction of residential apartments and market the same and agreeing to transfer the 62% undivided right, title and interest in the Schedule Property and permitting the Second Party to construct and sell the 62% of the super built-up area with 62% undivided right, title and interest in the land in the Schedule Property, the Second Party has agreed to construct and deliver constructed flats, calculated at 38% of the total super built up area constructed by the Second Party along with proportionate Parking Area. The said 38% super built up area and the parking area of 38% falling to the Share of the First Party is referred to as the **SCHEDULE A PROPERTY**. The same shall be constructed as per the specifications annexed to this agreement, which shall be a part and parcel of this Agreement. The First Party have accepted the offer of the Second Party for the said consideration of the Schedule A Property, in respect of the Schedule Property and for permitting it to develop, construct the residential flats on the Schedule Property and sale of the flats formed in the Schedule Property falling to the share of Second Party i.e., 62% undivided right, title and interest in the land. The said remaining 62% super built up area and the parking area of 62% constructed in the Schedule

A. C. H.
S. L. G. - D.

S. J.

For RED CORAL PROPERTIES

Managing Partner

BNG (U)-BSK/2010-11 8-26

ರಂಗುತ್ತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Raju S.L.N.Complex, Kengeri, Bangalore	<i>hse</i>
2	Venkatesh S.L.N.Complex, Kengeri, Bangalore	<i>Venkatesh</i>

ಸಂಭಾಷಣೆ
ಸಂಭಾಷಣೆ

ನ್ಯಾಯ ಉದ್ದೇಶ ನೇರುಂದಾಧಿಕಾರಿ
ಉನ್ನತ ಉದ್ದೇಶ



Designed and Developed by C-DAC, ACTS, Pune

ಕರ್ನಾಟಕ ವಾರ್ದೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಉದ್ದೇಶ ಸಂಖ್ಯೆ ಕರ್ನ. 152 ಮುನ್ದೆಯಲ್ಲಿ 2003
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರತಿ ಮುದ್ರಾಗಳನ್ನು

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಚ ಹಾಳೆ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ, ಒತ್ತಿ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ವಾರ್ದೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಚ ಉತ್ಪನ್ನಿಸಬಹುದು
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ದಸ್ತಾವೇಚನ್ನು ಬರೆದುಕೊಳ್ಳಬೇಕು ದಿನಾಂಕ
Date of execution

ದಾವತ್ತಿದೆ ಒಟ್ಟು ಮುದ್ರಾ, ಒತ್ತಿ ರೂ. 2/-
Total stamp duty paid Rs.

BNG (U)-DSN/2010-11-20

Property along with 62% undivided right, title and interest in the Schedule Property shall be totally vested and transferred in favour of the Second Party which is referred to as the **SCHEDULE B PROPERTY**.

b) It is mutually agreed between the parties hereto that the Second Party shall pay refundable security deposit amount of Rs. 1,00,00,000/- (Rupees One Crore only) to the First Party which shall carry no interest. The said refundable security deposit is paid by the Second Party to the First Party in the following manner:

1) Cheque bearing No.432763, dated 22.09.2010 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs.60,00,000/- (Rupees Sixty Lakhs only) drawn in favour of Smt.A.C. Hemalatha at the instructions of the all the members of the First Part. The First Party hereby acknowledge the receipt of the said sum of Rs.60,00,000/- (Rupees Sixty Lakhs only) paid by the Second Party to the First Party paid in the manner above said.

2) The remaining refundable security deposit of Rs. 40,00,000/- (Rupees Forty Lakhs only) shall be paid by the Second Party to the First Party after obtaining the katha certificate and katha extract from Bruhat Bangalore Mahanagarpalike. The said balance refundable deposit of Rs. 40,00,000/- (Rupees Forty Lakhs only) shall be paid within a period of one month from the date of production of katha certificate, katha extract and up to date tax paid receipt issued by Bruhat Bangalore Mahanagarpalike.

The First Party shall refund the said Security Deposit without any interest to the Second Party on handing over of the possession of the Schedule A Property to the First Party. On failure of the First Party to repay the same the Second Party is at liberty hold and dispose of the Schedule A Property at the prevailing market value to the extent equivalent to the value of the said refundable Security Deposit of Rs.1,00,00,000/- (Rupees One Crore only) on the strength of the GPA executed by the First Party herein in favour of the Second Party herein in pursuance of this Joint Development Agreement.

3. COST OF CONSTRUCTION:

It is mutually agreed and understood that the Second Party shall bear the cost of construction and expenses towards development and construction including the Schedule A Property falling to the share of the First Party. The First Party shall not

A. C. H
S. S. T. C.

D
S.

For RED CORAL PROPERTIES

Managing Partner

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ಕರ್ನಾಟಕ ಹಾಳೆಯನ್ನು ರಾಜ್ಯಾಧಿಕಾರದ
ಅಧಿಕ ಸಂಖ್ಯೆ ಕಂಜ 152 ಮುನ್ಬೆಜ್ಜು 2003
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಿನಾಂಕ ಹಾಳೆ
Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಲಾಗುವುದು
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ದಿನಾಂಕ ಹಾಳೆಯನ್ನು ಬರದುಕೊಳ್ಳಿ ದಿನಾಂಕ
Date of execution

ಪೊತ್ತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಹಳ್ಳಿ ರೂ.
Total stamp duty paid Rs.

BNG (J)-BSN/2010-11/10 26

incur any expenses towards the land development and construction regardless of any escalation in prices of the materials / labour under any circumstances.

The Betterment charges payable to BBMP/appropriate Municipal Authority and the fees and expenses for obtaining katha certificate payable to the BBMP / appropriate Municipal Authority shall be borne by First Party. It is mutually agreed upon between the parties hereto that in case of any other fees, expenses, cess etc., are attracted on the demand of BBMP pertaining to betterment charges and katha, such related expenses shall also be borne by the First party alone.

The Second Party shall be entitled to the remaining 62% of the built up area with undivided 62% right, title and interest in the Schedule Property, the Schedule "B" Property. The Second Party shall be entitled to hold, sell, lease, or otherwise dispose of their entire share of 62% in the built up area with 62% undivided right, title and interest in the Schedule Property (i.e., Schedule B Property), in any manner they deem fit, and they shall be entitled to all the income, gain, capital appreciation and benefits of all the kinds of description accruing or arising there-from. The Sales Tax on the share of the respective construction shall be paid and borne by the respective parties. However, capital gains attracted on sale of the respective shares of the parties herein shall be payable according to the share of the respective parties that is, 62% shall be paid by the Second Party and 38% shall be paid by the First Party.

The Second Party shall have full discretion in formulate the plans including the size of the apartments, number of units, the exterior, from elevation and the like. However the First Party shall be informed about the finalisation of the plan. It is mutually agreed upon between the parties that the maximum FAR shall be achieved by the Second Party while putting up of the residential apartments as per the terms of the Joint Development Agreement.

4. EXPENSES BORNE BY THE FIRST PARTY:

Further, the First Party shall pay the following expenses relating to the First Party's Constructed Area:-

- Any applicable tax, if any, leviable on the Owners Constructed Area under any law including VAT/Service Tax, Sales Tax, Works Contract Tax etc., as applicable; and BESCOM / KPTCL, BWSSB deposits, transformer, LT/HT Lines, other equipments cabling, piping, panel, other charges/levies required

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For RED CORAL PROPERTIES

Managing Partner

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ, ಒತ್ತಿ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಕಾಳಿಯನ್ನು ಯಾವುದೇ ದಾಖ್ಯಾತ್ಮಕ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

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Total stamp duty paid Rs.

BNG (J)-RSN...../2010-11-11-26

to be paid to the BESCOM / KPTCL / BWSSB, incidental expenses connected therewith in relation to First Party' Constructed Area.

- (ii) Any extra work or facility to the First Party' Constructed Area at the rates mutually agreed upon by prior consultation.
- (iii) Maintenance Deposits calculated as fixed shall be payable to the Association of Apartment owners (hereinafter referred to as the "SAID ASSOCIATION") formed for the purpose of maintenance including contributions to any sinking fund that may be set up for this purpose).
- (iv) Khata Bifurcation Certificate and Corporation Assessment and other related levies required to be paid to the BDA, BCC, CMC other Governmental / Statutory Authorities.
- (v) Any duty or levy that may be payable for any of the apartments falling under the First Party' Constructed Area.

5. DELIVERY:

- a) The Second Party hereby agrees to deliver the possession of the constructed area in Schedule A Property to the First Party within a stipulated period of 36 (Thirty Six) months from the date of obtaining the commencement certificate. However, the Second Party shall be entitled to corresponding extension of time in case of unforeseen act of God, or due to Injunction or Prohibition, delay due to policies of government and quasi-government authorities and the delay not attributable to the Second Party, or due to any change of Law.
- b) If the Second Party fails to complete the construction and hand over the possession of the Schedule A Property, to the First Party, within the said 36 (Thirty Six) months, there shall be a grace period of additional 6 (Six) months for completing the same. Within the said period the Second Party shall complete the same and hand over the possession of the Schedule A Property to the First Party. The possession handed over under Schedule A Property is deemed to be the apartments with water and power supply. However, the common areas and other amenities shall be provided later after completion of the entire project, including the area of the Second Party.

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For RED CORAL PROPERTIES

Managing Partner

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅದೇತ ಸಂಖ್ಯೆ ರಂಜ 152 ಮುದ್ರಣಮಾನ 2003
ದಿನಾಂಕ 09-05-2003ರ ದ್ವಾರ ಮುದ್ರಣಾರ್ಥಿ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲೆ: ರ.ಎ. 2/-

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Total stamp duty paid Rs.

DIN 05-05-2010 12/26

c) In case of any delay on the part of the Second Party to complete the construction and to handover the possession of Schedule A Property to the First Party beyond the said period of 36 months and 6 months grace period, then the Second Party shall pay Rs.5/- (Rupees Five only) per sft., as delay charges per month for such delayed period on such portions of undelivered constructed area falling to the share of First Party out of Schedule A Property, provided such delay is not due to unforeseen act of God or due to Injunction or Prohibition and due to any act not attributable to the conduct of the Second Party. Such delayed charges shall be payable by the Second Party to the First Party on monthly basis.

6. INDEMNITY:

a) The First Party assure the Second Party that they are the sole and absolute owner of the Schedule Property and assure the Second Party that the title of the Schedule Property is good, marketable, free from all kinds of encumbrances, litigation, attachment, and acquisition proceedings or charges of any kind. The First Party further undertake to indemnify the Second Party against any loss or damage in case of any legal lacunas / litigation, want of title, attachment and acquisition proceedings or charges of any kind and further undertake to rectify the same at their cost. The First Party alone is responsible for such consequences in case the title of the Schedule Property is defective due to any of the said events.

b) The Second Party shall be solely responsible in respect of all claims arising in any manner due to any act or omission committed by the Second Party or its employees / delegates in the course of development activities and compliances relating thereto pursuant to this agreement.

7. SALE OF SECOND PARTY'S SHARE:

a) The Second Party shall be entitled to execute agreements or sale deeds / mortgage / lease deed in favour of the prospective purchaser/s / third parties / or their nominees, in respect of the share of the Second Parties to the extent of 62% of the built up area along with corresponding 62% undivided right, title and interest in the Schedule Property.

b) The necessary stamp duty, registration fee, preparation fees for execution of the said deeds agreements in respect of said 62% share of the Second Party and 38% share of the First Party shall be borne by the said purchasers / nominees of the respective parties.

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For RED CORAL PROPERTIES

Managing Partner

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ಸೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂತ ಇಲಾಖೆ
Registration and Stamps Department

ಒಳಿ: ರೂ. 2/-

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Date of execution

ಪೊತ್ತಿನಿಂದ ಒಟ್ಟು ಮುದ್ರಾಂತ ಕುಟ್ಟ ರೂ.
Total stamp duty paid Rs.

BNG (J)-BSIV.....4703.....2010-11-13 - 26

8. TAXES, MAINTENANCE DEPOSITS ETC.:

- The First Party shall be liable to pay all the property taxes, rates, cess electricity charges, and other services in respect of the Schedule A Property from the date of taking possession of the Schedule A Property or on the expiry of one month from the date of service of written notice by the Second Party to the First Party that the Schedule A Property is ready for their occupation.
- The First Party shall pay the Deposit, charges, expenses, cess, etc., with the KPTCL / BESCOM and the BWSSB in respect of the share of the First Party for connection of electricity, water and sanitation in respect his share in Schedule A Property.
- The First Party and the Second Party shall from the date of delivery of possession of the Schedule A Property maintain their respective portions at their own cost in a good and tenable condition. The parties hereto shall not do or suffer to be done any thing in or to the said property, and/or the common areas and passages of the building which may be against the law or which causes obstruction or interference to the users of the said common areas. The First Party / their nominees and the Second Party / their nominee shall observe and perform the terms / conditions / byelaw / regulation of the Association / Organisation that may be formed in respect of the flats constructed in the Schedule Property.

9. OBLIGATION OF THE FIRST PARTY:

- The First Party shall execute irrevocable registered GPA in favour of Second Party or their employee to enable the Second Party to obtain licences, sanctioned plan, represent before the BBMP, BDA, KPTCL, BWSSB, Government, and other Governmental / Quasi-Governmental authorities, and to enter into agreement of sale and convey /mortgage/ alienate the 62% undivided right, title, and interest in the Schedule Property.
- The First Party shall sign and execute necessary applications, documents, papers necessary for vesting legally the 62% share in the Schedule Property in the Second Party and for completing the development of the Schedule Property and construction of flats. The First Party shall not be further responsible for any processing of documents or approaching the authorities or forums. All such connected problems are to be solved or sorted out by the Second Party at its cost.

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For RED CORAL PROPERTIES

Managing Partner

ಕರ್ನಾಟಕ ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನ್ದಾಯ್ದು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಾಖಾತ್.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಚು ಕಾರ್ಡ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲೆ: ರೂ. 2/-

ಈ ಕಾರ್ಡು ಯಾವುದೇ ದಸ್ತಾವೇಚೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಚನ್ನು ಬರೆದುಕೊಟ್ಟಿ ದಿನಾಂಕ
Date of execution

ಪೂರ್ವಾರ್ಥಿದೆ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಕುಲ್ಯಾಂತರ
Total stamp duty paid Rs.

BNG (U)-BSK 5103/2010-11/14-26

c) The First Party hereby grants permission to the Second Party to commence work of construction by obtaining necessary plan and licenses at the cost of the Second Party.

d) The First Party hereby confirm that the land use of the Schedule Property is residential and there is no impediment for developing the Schedule Property by putting up a residential apartment.

10. DOCUMENTS OF TITLE:

The First Party shall hand over the custody of all the Original documents pertaining to the Schedule Property to the Second Party. The second Party shall hand over the same to the apartment owners Association on completion of the project.

11. BREACH AND CONSEQUENCES:

In case of breach of any terms and conditions of the deed by one party, the other party is at liberty to seek specific performance of this deed by approaching the appropriate court of law.

12. BORROWINGS:

a) The Second Party shall on the basis of this Development Agreement be entitled to procure loans and financial facilities from Banks or any Financial Institutions for the development of the Schedule Property against the Security of the Second Party's 62% undivided share in the Schedule Property. The First Party shall not be liable for such borrowings or repayments and it shall be the sole responsibility of the Second Party to discharge such obligations and in the event of that there being any claim against the First Party, the Second Party shall indemnify the First Party.

b) The prospective purchasers identified by the Second Party may seek financial assistance for acquiring the constructed area in the Building and the corresponding undivided share in the land comprised in the Schedule Property and for that purpose, if required, the First Party hereby undertake to give such permission / no objection as may be required from such financial institutions.

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For RED CORAL PROPERTIES

Managing Partner

ಎ ದಸ್ಯಾರ್ಡೆಂಟ್ ಹಾರ್ಡ್‌ವೆರ್‌ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದ್ಯತ್ವ ನಂಂತಾರ್ ಕಂಜ 152 ಮುನ್ಸಿಪಾಲಿಟಿ
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮುದ್ರಾ ಸಂಖ್ಯೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

13. MISCELLANEOUS:

a) The parties hereto shall enter into a separate agreement to be called the "Deed of Sharing of Apartments" which would outline and delineate the specific apartments/units falling under the First Party Constructed Area and the Second Party's Constructed Area and also Apartments held as security equivalent to the value of the Security Deposit Amount paid by the Second party to the First Party as well as the expenses falling to the share of the First Party, which shall be entered into between the parties hereto which shall be a part and parcel of this agreement. Such Agreement shall be entered into between the parties immediately within 30 days from the date of intimation by the Second party that the commencement certificate is obtained from the planning authority. On execution of the said Deed of Sharing of Apartments the Second Party shall commence the development work and this shall be a condition precedent for the Second Party for commencing the Development work by the Second party.

b) While allotting the super built up area to the First Party and the Second Party under such Deed of Sharing of Apartments, the proportionate share of undivided right, title and interest in the land shall all also be apportioned to the respective Units / apartments. Further, under such deed of sharing of apartments saleable area falling to the respective parties shall also be mentioned and described.

c) The First Party shall come and execute the Deed of Sharing of Apartments immediately on receipt of the intimation from the Second party. If the First Party fail to come and execute the Deed of Sharing of Apartments after intimation in writing by registered post sent by the Second Party to the First Party, the Second Party is at liberty to allot the Apartments/constructed area proportionate to the share of the First Party (i.e. 38% of super built up area) by causing a letter specifying the Apartment falling to the share of the First Party, as well as the such Apartments held as security equivalent to the value of the Security Deposit Amount paid by the Second party to the First Party as well as the expenses falling to the share of the First Party, by choosing the same face-wise and floor wise, which shall be final and binding on both the Parties hereto. The First Party are not entitled to sell the area demarcated as "withheld as security" in the Sharing Agreement, till the repayment or adjustment of the security deposit and the expenses to the Second Party.

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For RED CORAL PROPERTIES

Managing Partner

ಕರ್ನಾಟಕ ಪ್ರಾಂತ್ಯದ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧೀಕ್ಷ ಸಂಖ್ಯೆ 152 ಮುದ್ರಣದ್ಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಬ್ರಹ್ಮಾರ್ಥ ಮುದ್ರಣಗಳಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಚ್ ಕ್ರಾಂತಿ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದರೆ ದಸ್ತಾವೇಚ್ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

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Total stamp duty paid Rs.

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d) If the apartments/units can not be fragmented to enable the First Party to retain exactly 38% of the constructed area, the First Party shall be entitled to such number of apartments whose super built up area shall be nearer to 38% of the total super built-up area constructed in the Schedule Property. If the total super built area, of the First Party' Constructed Area falls short of 38% of the super built area, the First Party shall be entitled to be paid by the Second Party for such fractional shortfall at the prevailing market value and if the total super built area of the First Party Constructed Area exceeds 38% of the super built up area, the First Party shall pay to the Second Party for such fractional excess area at the prevailing market value. The word super built up area under this agreement shall mean the total constructed area built as per the specifications, including balconies, staircases, lift-rooms, circulation areas and other common areas but excludes car-parking area.

14. The stamp duty and registration fee for registration of Joint Development Agreement and General Power of Attorney to be executed by the First Party in favour of the Second Party, shall be borne by the Second Party herein

15. The name of the Apartment Building shall be decided by the Second party.

16. ARBITRATION:

In case any dispute or difference should arise between the parties hereto, the same shall be referred to arbitration consisting of a Sole Arbitrator appointed by mutual consent, who shall deal with the dispute under the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modification thereof. The award of the Arbitrator or Arbitrators as the case may be, shall be final and binding on the parties.

17. JURISDICTION:

Jurisdiction for legal matters shall be the courts in Bangalore.

18. The handing over of possession of the Schedule Property under this Agreement shall not be deemed as possession delivered under the provisions of Section 53 of Transfer of Property Act. Further, the terms of this Joint Development Agreement shall not be deemed to be a deed of conveyance.

A. C. H.
S. C. T. R.

D. J.
E. J.

For RED CORAL PROPERTIES

Managing Partner

ಕರ್ನಾಟಕ ಪ್ರಾಂತ್ಯದ ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಅಧಿಕಾರ ಸಂಖ್ಯೆ ಕಂಜ 152 ಮುನ್ಬೋಮ್ಮೆ 2003
ದಿನಾಂಕ 09-05-2003 ರ ಕುರಾರ ಮುದ್ರಾ ಲಾಖೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

BNG (J)-BSN-HID...../2010-11/17-26

19. APARTMENT SPECIFICATIONS:

- a) STRUCTURE: RCC framework structure,
- b) FRAME : Superstructure 6" external and 4" internal Solid Cement Block
- c) PLASTERING : External double coat sponge finish and internal single coat Lime rendering.
- d) DOOR : Front Door of teak frame with OST Shutter and all other doors of sal wood frame with flush shutter.
- e) WINDOWS : Alluminium / MS Windows with Safety Grills.
- f) FLOORINGS : Vitrified / Ceramic tiles.
- g) KITCHEN : Flooring with Anti-skid Tiles, cooking platform in polished granite with granite / steel sink.
- h) TOILETS : Flooring with Anti-skid Ceramic Tiles and glazed tiles dado with necessary fixtures and fittings.
- i) PAINTINGS : OBD, snowcem for external and enamel paints for doors and windows.
- j) ELECTRICAL : Concealed wiring with required number of points.
- k) SANITARY & WATER SUPPLY : Standard Sanitary Fittings.
- l) OTHER AMENITIES : Lift with standby DG set and Watchman Room at basement with Toilet.
- m) POWER BACK UP: 3 Amps per each apartment and common areas and lifts.

RIGHTS OF THE APARTMENT OWNER/S :

- (a) The right to construct and own the Apartment for residential purposes subject to the terms of the Agreements executed for acquiring the Apartment.
- (b) The right and liberty to all persons authorised or permitted by the Apartment Owner (in common with all other persons entitled, permitted or authorised to the

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For RED CORAL PROPERTIES

Managing Partner

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಪದ್ಧತಿ ಸಂಖ್ಯೆ ಕಂಜ 152 ಮುನ್ದೆಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಬ್ರಹ್ಮಾರ್ಥ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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Date of execution

ಪಾದತಿಕೆ ಒಟ್ಟು ಮುದ್ರಾಂಕ ತುಲ್ಯ ರೂ.
Total stamp duty paid Rs.

RNG (3)-BSN-2010-11-18-20

similar right) at all times and for all purposes, to use common staircases, passages and common areas in the said Buildings for ingress and egress and use in common.

(c) The rights to subjacent lateral vertical and horizontal support, shelter and protection for his/her/their Apartment from the other parts of the said Building and from the side and roof thereof.

(d) The right to free uninterrupted passage of water, gas, electricity, sewerage etc. from and to the Apartment through the pipes, wires, sewer lines, drain and water courses, cables, which are now or may at any time hereafter be, in, under or passing through the said Building or any part thereof by the Schedule Property.

(e) Right to lay cables or wires for radio, television, telephone and such other installations, in any part of the said Building, however recognising and reciprocating such rights of the other Apartment Owners/ Purchasers of other Apartments.

(f) Right of entry and passage for the Apartment Owner with/ without workmen to the other parts of the said Building at all reasonable times after notice to enter into and upon other parts of the said Building for purpose of repair to or maintenance of respective Apartment or for repairing, cleaning, maintaining or removing the water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment Owners and making good any damage caused.

(g) To lay cables or wires through common walls or passage for telephone installation however respecting the equal rights of the other Apartment Owners thereof in the said Building.

(h) Subject to payment for common facilities and services provided in the said Building.

(i) The right to the use of common open area left around the said Building in the Schedule Property (other than the area specifically allotted to any Owner for exclusive use) and the entrance area of the said Building.

(j) Absolute ownership and possession of the Apartment allotted.

(k) Exclusive use of any portion of garden/terrace area, if allotted.

(l) Right to reasonable access to the overhead tanks as also the lift-room that may be located at or above the terrace.

(m) Right to make use of the Apartments for residential purposes only.

For RED CORAL PROPERTIES

Managing Partner

ಕರ್ನಾಟಕ ವಾರ್ಷಿಕ ಮುದ್ರಾ ಸಚಿವರಿಗೆ
ಅರ್ಥತ ಸಂಪನ್ಮೂಲ ಕಾರ್ಯಾಲಯ 152 ಮುಖ್ಯಮನ್ಯಾಸ 2003
ದಿನಾಂಕ 09-05-2003ರ ಮುದ್ರಾ ಸಲಾಹಿ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಿನಾಂಕ ಹಾಣಿ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಣಿಯನ್ನು ಯಾವುದೇ ದಿನಾಂಕದಲ್ಲಿ ಉಂಟಾಗಿರುವುದು
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ದಿನಾಂಕ ನಾಮ
Date of execution

ಮಾತ್ರಾ ಒಟ್ಟು ಮುದ್ರಾ ರೂ. 2/-
Total stamp duty paid Rs.

BNG (P)-DSN.....7/1/2010-11 19-26

II OBLIGATIONS ON THE PART OF APARTMENT OWNER/S

- (a) Not to raise any construction in addition to the Apartment allotted.
- (b) Not to use or permit the use of the Apartment in a manner which would diminish the value of the utility in the Schedule Property or any construction made thereon.
- (c) Not to use the space in the land left open after the construction of the said Building thereon for parking any vehicle or to use the same in a manner which might cause hindrance to or obstruct the movement of vehicles parked in the parking spaces.
- (d) Not to default in the payment of any taxes or levies to be shared with the other Apartment Owners of the Schedule Property or expenses to be shared by Apartment Owners construction thereon of any specified part thereof provided such taxes or levies become leviable from the date his/ her/ their Apartment is ready for occupation.
- (e) Not to decorate the exterior part of the said Building to be constructed on the Schedule Property other than in the manner agreed to by at least two third majorities of the Owners of the said Building.
- (f) Not to make any arrangement, for the maintenance of the said Building referred above and for ensuring common amenities herein for the benefit of all concerned, other than that agreed to by two third majority of all other Apartment Owners..
- (g) The Apartment Owner shall have no objection whatsoever to the Developer handing over the common areas and the facilities to the common organisation or association as soon as it is formed and pending formation of the same, the Developer shall retain the same and the Apartment Owners shall give specific consent to this undertaking.
- (h) Each Apartment Owner shall become a Member of the owner's Association on its formation and shall observe and perform the terms and condition and bye-laws and rules and regulations of the Association that may be formed and pay the admission fee and other fees that may be required. The maintenance of the said Building shall be done by Developer until formation of Association and each of the

A. C. H.
S. S. T.
S. S. T.

V. J.
E. J.

For RED CORAL PROPERTIES

Managing Partner

ಈ ದಿನಾಂಕದಿನ ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆರ್ಥಿಕ ಸಂಖ್ಯೆ ಕಂಜ 152 ಮುದ್ರಣದ್ವಾರಾ
ದಿನಾಂಕ 09-05-2003ರ ಬ್ರಹ್ಮಾರ ಮುದ್ರಣ ಲಾಖಿ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಿನಾಂಕದಿನ ಹಾಳೆ
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ಬೆಲೆ: ರೂ. 2/-

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ, ಒತ್ತಳಾಖಿ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಿನಾಂಕದಿನ ಉಪಯೋಗಿಸಬಹುದು
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ದಿನಾಂಕದಿನ ಬರದುಕ್ಕೆ ದಿನಾಂಕ
Date of execution

ಜಾವತ್ತಿಕೆ ಒಟ್ಟು ಮುದ್ರಾ, ಒತ್ತಳಾಖಿ ರೂ. 2/-
Total stamp duty paid Rs.

DNG (U)-BSN...../2010-11/20-26

Apartment Owners shall pay all common expenses and other expenses, taxes and outgoings in terms of the Sale Deed. Such Association shall be purely for the purpose of maintenance and management of the said Building though each individual Owner of Apartment will be Owner thereof and the undivided share in the land. The main purpose and object of such Association is to take over accounts/ finance of the said building and properly manage the affairs of the same, provided all facilities to Owners/ occupants the proportionate share of maintenance cost and outgoings. The Developer will not manage the affairs of the said Building upon the formation of Association.

- (i) It is hereby clarified and agreed that the expenses relating to common areas and common facilities shall be borne by the actual users' viz., the Apartment Owners in the said Building.
- (j) Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang their household cloths, linen and other personal effects on the verandahs or above the parapet or railing level.
- (k) The Apartment Owner shall use the Apartment as a private residence and the car parking space for parking light vehicle.
- (l) The Apartment Owner shall maintain the front elevation and the side and rear elevations of the Apartment in the same form as the Developer construct and not at any time alter the said elevation in any manner whatsoever without the prior consent in writing from the Developer or the Association, as the case may be.
- (m) Each Apartment Owner shall from the date of handing over possession, maintain his/her/their Apartment at his/her their cost in a good and tenantable repair and condition and shall not do or suffer to be done anything in or to his/her/their Apartment and/or common passages, or the compound which may be against the rules and bye-laws of the Bangalore Mahanagara Palike or any other authority.
- (n) It is a specific term and condition of this Agreement and of the rights to be created in favour of the prospective purchasers in the said building being constructed on the Schedule Property that:-

- (i) The name and/or Apartment numbers shall be put in standardized letters and colouring only at the location/ board may be designated by the

A. C. H.
S. C. R.

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E. J.

For RED CORAL PROPERTIES

Managing Partner

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕ ಸಂಖ್ಯೆ ರಂಜ 152 ಮುನ್ದೊಮ್ಮೆ 2003
ದಿನಾಂಕ 09-05-2003 ರ ಬ್ರಾಹ್ಮ ಮುದ್ರಣಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಕಾರ್ಡ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲೆ : ರೂ. 2/-

ಈ ಕಾರ್ಡು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

ಜಾವತ್ತಿಗೆ ಒಟ್ಟು ಮುದ್ರಾ ಮತ್ತು ರೂ.
Total stamp duty paid Rs.

DNG (J)-DSIV

...../2010-11-27-200

Developer in the entrance lobby and at the entrance door of the particular Apartment but at no other place in the said Building and the number shall not be altered.

(ii) No sign board, hoarding or any other logo or sign shall be put up by the Apartment Owner on the exterior of the said Building or on the outer wall of the Apartment.

(iii) The Apartment Owner shall not alter the colour scheme of the exterior of the said Building or of the exterior lobby wall of his/her/their Apartment though the Apartment Owner shall be entitled to select and carry out any decoration/painting of the interior of his/her/their Apartment.

(iv) The Apartment Owner shall not do anything that may adversely affect the aesthetic appearance/beauty of the said Building, nor do anything in the compound of the property which may cause any nuisance or obstruction or hindrance to the other Owners.

(v) The Apartment Owner shall, from time to time do and execute all further acts, deeds, matters and things as may be reasonably required by the Developer for duly implementing the terms and intent of this Agreement.

(o) The Apartment Owner shall carry out at his / her / their cost such repairs and maintenance to water lines, sewerage lines and the like in his / her / their respective Apartment in the event of there being any complaint, from the Apartment Owner below, of leakage / seepage of water, sewage and the like through the floor of the Apartment (i.e. roof of the owner of the Apartment down below) with prior permission of the Apartment Owner below.

(p) The Apartment Owner shall, from the date of possession, keep the his / her / their apartment, the walls and partition walls, sewers, drains, pipes and appurtenances, thereto belonging, in good tenable repair and condition and shall abide by all bye-laws, rules and regulations of the Government, Corporation of the city of Bangalore, Bangalore Development Authority or any other authorities and Local Bodies and shall attend to, answer and will be responsible for all actions for violation of any such conditions or rules or bye-laws.

(q) The Apartment Owner shall be aware that the exclusive right of use of car parking space in Ground level will be allotted by the Developer to the various Apartment Owners and that the right of use so allotted shall vest solely in the

*A. C. H.
S. S. H.*

*J. V.
E. J.*

For RED CORAL PROPERTIES

Managing Partner

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಪದ್ಧತಿ ಸಂಖ್ಯೆ ಕರ್ಣ 152 ಮುದ್ರೆಯು 2003
ದಿನಾಂಕ 09-05-2003 ರ ಬ್ರಹ್ಮ ಮುದ್ರಿ ಸಲಾಹಿ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬಿಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಯಲ್ಲಿ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

ಸಾಮಾನ್ಯ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಮಾತ್ರ. R.
Total stamp duty paid Rs.

BNG (U)-BSK/4105/2010-11 22-26

respective Apartment Owner to whom it is allotted, notwithstanding that reserved car parking space forms part of the common area. The Apartment Owner shall have no objection to such right of use being allotted. It is however, clearly understood that such right of use shall not vest in the Apartment Owner any title to the land earmarked as Car Parking Space. It is also further clearly understood and agreed by and between the parties hereto that the Developer may similarly be allotting the executive right of use of terrace areas / garden areas on the Terrace Floor and Ground floors to various Apartment Owners and the Apartment Owner shall not have any objection to the same.

(r) The Apartment Owner shall not at any time cause any annoyance, inconvenience or disturbance or injury to the occupiers of the other Apartments / Garden area / Terrace area and parking spaces etc., in the said Building and the Apartment Owner shall not:-

- (i) Close the lobbies; stairways, passages and parking spaces and other common areas.
- (ii) Make any alterations in the elevation or both faces of external door and windows of the Apartment/ parking space to be acquired by Apartment Owner which in the opinion of the Owners' Association and/ or Developer differ from the colour scheme of the building.
- (iii) Make any structural alterations inside the Apartment.
- (iv) Default in payment of any taxes or levies to be shared by the other Owners of the Schedule Property or common expenses for maintenance of the said Building.
- (v) Create nuisance or annoyance or damages to other occupants and Apartment Owners by allowing pounding, running machinery and causing similar disturbances and noises.
- (vi) Install machinery, store / keep explosives, inflammable / prohibited articles which are hazardous, dangerous and / or combustible in nature.
- (vii) Use common corridors, staircases, lift lobbies and other common areas either for storage or for use by servants at any time.
- (viii) Bring inside or park in the Schedule Property any lorry or any heavy vehicles.

A. e. H
S. S. M

Y. D. ✓
E. J.

For RED CORAL PROPERTIES

Managing Partner

ಉದ್ದೇಶದ ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕರ್ನ 152 ಮುದ್ರಣದ್ವಾರಾ 2003
ದಿನಾಂಕ 09-05-2003ರ ಕ್ರಿ.ಶಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಂತಿ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಳೆಗೆ ಉಪಯೋಗಿಸಲಾಗುವುದು
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ದಸ್ತಾವೇಳನ್ನು ಬರದುಕೊಳ್ಳು ದಿನಾಂಕ
Date of execution

ಜಾವಾಹಿಕ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಕುಲ್ಯಾಂಕ
Total stamp duty paid Rs.

BNG (J)-BSN...../...../2010-11 23-26

- (ix) Use the Apartment or portion thereof for purpose other than for residential purposes and not to use for any illegal or immoral purposes.
- (x) Drape clothes in the balconies and other places of the said Building.
- (xi) Enter or trespass into the parking areas/ garden areas/ terrace areas not earmarked for general, common use.
- (xii) Throw any rubbish or used articles in Schedule Property other than in the Dustbin provided in the Schedule Property.
- (xiii) Undertake any interior decoration work or additions, alterations inside the Apartment involving structural changes without prior consent in writing from the Developer or the Association whichever may be the case.
- (xiv) Trespass into other Apartments in the Schedule Property.
- (xv) Create any nuisance or disturbance or misbehave in the matter of enjoying the common facilities provided to all the Apartment Owners in the Schedule Property.
- (xvi) Refuse to pay such sums as are demanded for use and enjoyment of common facilities in the Schedule Property.
- (xvii) Put up any construction in Garden/ Terrace/ Parking Areas or alter the use thereof.
- (xviii) Park any vehicles in any part of the Schedule Property except in the parking areas specifically acquired.
- (s) The Apartment Owner shall have no right at any time whatsoever to obstruct or hinder the progress of the construction of the said Building or any part thereof in the Schedule Property.
- (t) The Apartment Owner shall maintain at his / her / their own cost his / her / their Apartment and parking/ Garden/ Terrace area in good condition, state and order and shall abide by all the laws and regulations of the Government, Corporation of the City of Bangalore, Bangalore Development Authority and any other duly constituted authority from time to time in force and answer and be responsible for all notices or violations and of any other terms and conditions in this Agreement, from the date of taking possession.

A. e. H
S. E. T

S. J

For RED CORAL PROPERTIES

Managing Partner

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಪದ್ಧತಿ ಸಂಖ್ಯೆ ಕರ್ಣ 152 ಮುದ್ರಾಚ್ಯಾಮ್ 2003
ದಿನಾಂಕ 09-05-2003ರ ದ್ವಾರಾ ಮುದ್ರಾಗೊಂಡಿ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಚಿಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾ ರೂ.
Total stamp duty paid Rs.

BNG (J)-BSK/4105/2010-11 24-26

(u) The Apartment Owner shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the said Building in common with the other Apartment Owners and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other Apartment Owners the cost of maintaining and repairing all common amenities such as common accesses staircases, lift, generator, etc. and to use the same as aforesaid and / or in accordance with the Rules, Regulations, Bye-laws and Terms of the Association to be formed by or among the Apartment Owners in the said Building.

(v) The Apartment Owners shall permit the Developer and / or the Owners' Association, its agents and representatives with or without workmen at all reasonable times to enter into and upon the Apartment / Parking Space / Garden / Terrace or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, structures or other conveniences belonging to or servicing or used for the said apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water, electricity etc. to the Apartment / Parking Space / Garden / Terrace or other common areas of the said Building or to the occupier of such Apartment / Parking Space / Garden / Terrace as the case may be who have defaulted in paying the share of water, electricity and other charges. The Developer is not liable or answerable for payment of common expenses etc. stated in this Agreement any time for unsold apartment.

(w) The Apartment Owner shall not use the Apartment / Parking space / Garden / Terrace Area or permit the same to be used for any purpose other than specified which in the opinion of the Developer and / or Association on its formation cause nuisance or annoyance to occupiers of the other Apartment / parking space / Garden / Terrace areas in the said building. The Apartment Owner shall use the parking space allotted to him / her / them for parking light motor vehicles and shall not construct any barrier enclosing the allotted parking area.

III EXPENSES TO BE BORNE BY OWNER OF EACH APARTMENT:

The Apartment Owner shall bear and pay to the Developer or to the Apartment Owners' Association as the case may be, the proportionate share of the following

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J. J.

For RED CORAL PROPERTIES

Managing Partner

ದೇಶ್ವಾರ್ಥಿ ಹಾಳಿಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅರ್ಥ ಸಂಭೂತಿ ಕಂಜ 152 ಮುನ್ಬೇಷ್ಟು 2003
ದಿನಾಂಕ 09-05-2003ರ ದ್ವಾರ ಮುಖ್ಯ ಸಲಾಹಿ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದ್ವಾರ್ಥಿ ಹಾಳಿ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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Date of execution

ಜಾವಕಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾ ಕುಳಿ ರೂ.
Total stamp duty paid Rs.

BNG (J)-DSK/...../2010-11 25-20

common expenses in respect of the Apartment held by him / her / them, the proportion being the super built area of such Apartment to the total super built area of all Apartments in the Schedule Property, from the date of sale of undivided right, title and interest in the Schedule Property and / or delivery of possession of his / her / their Apartment whichever is earlier.

- (i) Expenses towards formation of Association of Owners' of Apartments.
- (ii) Expenses of routine maintenance which includes white-washing, painting and other minor works and repairs of the common areas.
- (iii) Common expenses for maintenance / operation of lifts, pump sets, generators, and other machineries, water, sanitary and electrical connections in the said Building, electricity and water charges for common services, expenses for maintenance of the said Building and the land surrounding thereto, garden, pots and other plants, salaries and other amounts payable to the Estate Officer, Watchman and security Guards, Lift Operator, Plumber, Electricians, Gardeners, Pump and Generator Operators and etc.
- (iv) Insurance of the said Building.
- (v) Any other common service or facility provided.

Should any Party default in payment of common expenses for the benefits or amenities, the Association or the majority of Owners of Apartments 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.

SCHEDULE PROPERTY

All that piece and parcel of the residentially converted land property bearing Sy.No.34/2, measuring 72,745 sft., situated at Talagataapura Village, Uttarahalli Hobli, Bangalore South Taluk, converted vide order No.ALN/SR(S)/242/01-02, dated 25.02.2002 and which is bounded on

East by : Property of Hanumanthaiah.
West by : Road and IOCL outlet.
North by : Property of H.Muniramaiah.
South by : Sy.No.34/3, belongs to V.Vajrappa.

The Schedule Property is undeveloped land.

A. C. H
S. S. T. R.

Y. J. S.
For RED CORAL PROPERTIES
S. J.
Managing Partner

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧೀಕ್ಷ ಸಂಖ್ಯೆ ಕ್ರಿ. 152 ಮುದ್ರಾಮ್ಯ 2003
ದಿನಾಂಕ 09-05-2003 ರ ಬ್ರಾಹ್ಮಣ ಮುದ್ರಾ ಸಭೆಯಿಂದ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾ ಇಲಾಖೆ
Registration and Stamps Department

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ಬಳಿ: ರೂ. 2/-

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Date of execution

ಬಾಧಕಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾ ರೂ. 20
Total stamp duty paid Rs. 20

BNG (U)-DSV/2013-14/20-20

SCHEDULE A PROPERTY
(SHARE OF THE LAND OWNER / FIRST PARTY)

All that piece and parcel of 38% right, title and interest in the Super Built-up Area constructed in the Schedule Property along with 38% rights in common area, amenities, and car parking.

SCHEDULE B PROPERTY
(SHARE OF THE DEVELOPER/SECOND PARTY)

All that piece and parcel of 62% undivided right, title and interest in the Schedule Property along with rights to put up residential flats / units and sell 62% of the Super Built-up Area constructed in the Schedule Property along with 62% rights in common area, amenities and car parking.

IN WITNESS WHEREOF, the parties hereto have hereunto put their hands, seal and signed this Joint Development Agreement in the city of Bangalore on the day, month and year first above mentioned.

WITNESSES:

1.
(P. V. SARATHY)
No. 150 LN Complex
Mys. Rd. Kenjim'
B-60

2.
370/B 4th cross
Araavalli B.G Rd
B-76

FIRST PARTY
For REE CORP. PROF.

SECOND ~~Managing~~ Partner

DRAFTED BY

P. VIJAYA SARATHY
LICENSED DEED WRITER
DWL. NO. 006/2009-10
No. 150, 1st 'D' Main, 10th Cross,
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