

BNS-I-10963-2020-21

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ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿರೂಪ
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಈ ದಸ್ತಾವೇಜು.....19.....ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ

ಚೆಲೆ : ರೂ. 2/-
(GST EXTRA)

10963
2020-21

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT is made and executed on 30th day of November Two Thousand Twenty (30/11/2020) at Bangalore.

BY AND BETWEEN

Mrs. ELIZABETH MANUEL, aged about 56 years,
W/o.Sri.D.Manuel,
Residing at No.183/2,Horamavu Agara,
Horamavu Post
Bangalore-560 043.

Hereinafter called the 'OWNER/FIRST PARTY'

(Which expression, unless it be repugnant to the context or meaning thereof shall mean and include her legal heirs, successors, legal representatives, executors and administrators) of the ONE PART.

AND

M/s. M S DEVELOPERS AND CONSTRUCTIONS.

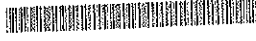
A Partnership firm having its office at
No. 19,Dodda Banswadi ,
Horamavu Brige,
Near Cloud Nine Hospital,
Bangalore-560 043.

Represented by it's Managing Partner
Mr. C. SRINIVAS, aged about 35 years,
S/o Sri. Chandrappa,

Hereinafter referred to as the "BUILDER/DEVELOPER/PROMOTER"

Elizabeth Manuel

Signature of Mr. C. Srinivas



✓ ಸೇವಾಪಡ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 10963
2020-21

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಕಾರ್ಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

- ಶ್ರೀ M/s. M S DEVELOPERS AND CONSTRUCTIONS Represented by it's Managing Partner
Mr. C. SRINIVAS, ಇವರು 186000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು
ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.

ಮೊತ್ತ (ರೂ.)

186000.00

ಹಣದ ಪಾವತಿಯ ವಿವರ

DD No 208609 Rs. 186000/- dated
30/Nov/2020 drawn on KARNATAKA
BANK LIMITED, BANASAWADI.

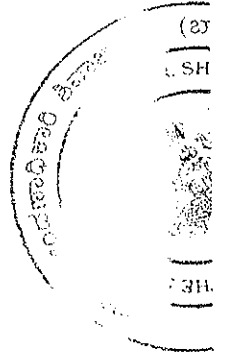
ಒಟ್ಟು :

186000.00

ಸ್ಥಳ : ಬಾಣಸವಾಡಿ

ದಿನಾಂಕ : 30/11/2020


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪ-ನೋಂದಣಿ ಅಧಿಕಾರಿ
(ಬಾಣಸವಾಡಿ)
ಬಾಣಸವಾಡಿ, ಬೆಂಗಳೂರು-43.



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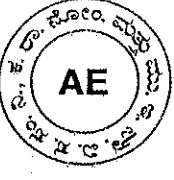
ಈ ದಸ್ತಾವೇಜು ಹಾಲೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ. ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

**The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.**

ಈ ಹಾಲೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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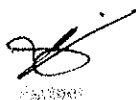
(Which expression, unless it be repugnant to the context or meaning thereof shall mean and include its legal heirs, successors, legal representatives, executors and administrators) of the OTHER PART.

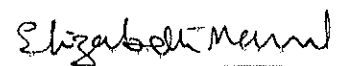
WHEREAS the First party is the absolute owner of all that piece and parcel of the Property bearing Site Nos.7 and 8, Katha No.194/2, Present BBMP Katha No.180/194/2, Comprised in Property No.92/4B, Situated at Horamavu Agara Village, K.R.Puram Hobli, Earlier Bangalore South Taluk, Presently Bangalore East Taluk, presently under the Administrative Jurisdiction of BBMP, measuring East to West on 100 Feet, and North to South on 50 feet, totally measuring 5000 Sq.feet, which is morefully referred to as the 'SCHEDULE PROPERTY' for brevity. The First Party had acquired the same through registered Sale deed dated.05/04/2005, registered as document No.422/2005-06, registered in the Office of the Sub-registrar, K.R.Puram, Bangalore.

WHEREAS, the Party of the Second Part are desirous of getting caused the Development of the Schedule Property, who have the necessary expertise and infrastructure to develop the Schedule Property of the party of the First part and they mutually agreed to develop the Schedule Property as a residential Apartment.

WHEREAS the Owner has represented to the Builders that:

- That she is the absolute Owner of the schedule property and no one else have any right, title or interest of any nature, whatsoever in the said property.
- That she is the absolutely seized and possessed of the Schedule Property and have a clear and marketable title over the same.
- The Owner has not entered into any agreement for sale or development of the Schedule Property or any part or portion thereof save and except this agreement, which is the only existing, valid and subsisting agreement and all other agreements, if any, have been duly revoked/rescinded.
- The Owner or any one on her behalf have or has not created any adverse right in respect of the Schedule Property or any part or portion thereof.







Print Date & Time : 30-11-2020 03:17:03 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 10963

4ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 10963 5
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ಬಾಣಸವಾಡಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ತಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-11-2020 ರಂದು 11:18:10 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	93000.00
2	ಸೇವಾ ಶುಲ್ಕ	485.00
	ಒಟ್ಟು :	93485.00

ಶ್ರೀ M/s. M S DEVELOPERS AND CONSTRUCTIONS. Represented by it's Managing Partner Mr. C. SRINIVAS, ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. M S DEVELOPERS AND CONSTRUCTIONS. Represented by it's Managing Partner Mr. C. SRINIVAS.			

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	M/s. M S DEVELOPERS AND CONSTRUCTIONS. Represented by it's Managing Partner Mr. C. SRINIVAS, . ಬಿಎ್ ಸಿ. Chandrappa (ಬರೆದುಕೊಂಡವರು)			
2	Mrs. ELIZABETH MANUEL . W/o.Sri.D.Manuel. . (ಬರೆದುಕೊಂಡವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಾಣಸವಾಡಿ, ಬೆಂಗಳೂರು-43.

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ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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e) The Owner shall comply with all statutory obligations and procedural requirements to give effect to this agreement.

f) There are no outstanding encumbrance, mortgages, charges, liens; notices for acquisitions, requisition, easements or outstanding interest in or claim by any parties other than the Owner in respect of the Schedule Property and the same is not the subject matter of any pending litigation or attachment either before or after judgment.

No notification have been issued under any ordinance, Act, Statute Rules or Regulations (state or Centro) affecting the Schedule Property.

Neither the Owner nor her predecessors-in-title nor anybody claiming from or under their nor any person has granted any right of way, easement or license or created any other rights to or in favor of any person in respect of the Schedule Property.

i) That the Promoter shall obtain the plan approval from the BBMP or from any other competent authority for the development of the Schedule Property. By bearing all the expenses towards plan approval. The Owner have given power to the Developer for the above said purposes through registered General Power of Attorney in respect of the Schedule Property.

Acting on the said representations, the Promoter/Developers agreed to develop the Schedule Property by putting up one common project and by entering into joint development with Owner in respect of the Schedule Property and the Parties are desirous of reducing the terms agreed into writing;

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

That in pursuance of the foregoing and subject to the mutual obligation undertaken by the Owner and the Builder, under this Agreement, the Builder agrees to develop the Schedule Property, subject to the terms and conditions herein contained.

Elizabeth Mary

[Signature]

ಗುರುತಿಸುವವರು

6 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 10963
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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು (ಮಾನ್ಯ ಹೆಸರು)	ವಿ.
1	Nagamunendar No. 111, Hennur, Bangalore	
2	Shivu No. 10, Banaswadi, Bangalore	

L. Anand
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಾಣಾಸವಾಡಿ, ಬೆಂಗಳೂರು-43.

1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ನಂಬರ್ BNS-1-10963-2020-21 ಈಗ ಪಿ.ಡಿ. ನಂಬರ್ BNSD 1155 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 30-11-2020 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ <i>L. Anand</i> 30/11/2020 ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಬಾಣಾಸವಾಡಿ)	ಶಿವಾಜಿನಗರ (ಬಾಣಾಸವಾಡಿ) ಉಪ ನೋಂದಣಾಧಿಕಾರಿ SHIVAJINAGAR (BANASWADI) SUB REGISTRAR
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ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಾಣಾಸವಾಡಿ, ಬೆಂಗಳೂರು-43.

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ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿರ್ದೇಶಕರು
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

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1. PERMISSION TO CONSTRUCT:

a) The Owner is in possession and enjoyment of the Schedule Property. The Owner hereby irrevocable authorize the Promoter for the purpose of development, to enter upon the Schedule Property and develop the same, however the authority so granted does not in any manner be construed as delivery of possession by the Owner in part performance of this agreement or any Agreement of sale under section 53-A of the Transfer of property Act or under Section 2(47) (iv) of the Income Tax Act, 1961.

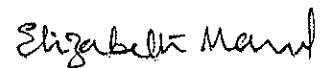
b) The Owner hereby agrees not to interfere or interrupt in the course of construction and development of the Schedule Property and/or commit any act or omission having the effect of delaying or stopping the work that has to be done under this Agreement. However, the OWNER shall always be entitled to inspect the progress of the work, type of work and quality of material used, which is being done on the Schedule property.

2. PLANS / LICENCES

- The Builder hereby agrees to prepare the necessary plan/drawings/designs for the construction of a multi-storied building (s) and submit the same to the Corporation of the City of Bangalore and / or other concerned authorities for sanction of License and Plan.
- The responsibility and expenses for preparing the plan and obtaining sanction and license shall be that of the Builder. The plan shall be prepared by the Builder, with approval obtained from the Owner.
- After getting the plan sanctioned, the parties shall by mutual consent divide upon the apartments, car parking space, terrace and garden to be shared by them and earmark accordingly by way of supplementary sharing agreement.

BY AUTHORITY OF THE REGISTRAR


Registrar


Elizabeth Mann

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ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ. ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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3. CONSTRUCTION:

- a) The Builder shall construct the multi-storied Apartment Building (s) as per sanction plan with internal and external services, amenities, facilities, fittings, fixtures, and compound walls, common areas like lobby, staircase and passages. The construction shall be of first class quality.
- b) The Builder firm shall, at its sole and absolute discretion, engage Architects, Engineers and contractor and / or its authorized agents/servants to execute the construction work.
- c) The Builder shall be entitled to make additions and alterations in the construction as it deem fit without materially affecting the entitlement of the Owner share of constructed area and to construct in accordance with the law.
- d) The specifications of Owner's constructed area entitled to construct as per working plan mutually agreed between Owner & Builders are enclosed as Annexure herein.
- e) OWNER's RIGHT OF INSPECTION OF QUALITY OF WORK: The builder assures the Owner that the quality of construction shall conform to the standards set down by the National Building Code of India. The Owner and or their authorized representative at all reasonable times shall have the right of inspection of the progress of work and the quality of construction.
- f) The Owner hereby agrees not to interfere or interrupt in the course of construction and development of the Schedule Property and/or commit any act or omission having the effect of delaying or stopping the work that has to be done under this Agreement.
- g) The Promoter will be entitled to engage Architects, Engineers, Contractors and others, as they deem fit to execute the construction work; however in case of disputes between the promoter and their contractors, architects, engineers and other workmen, suppliers of materials and other persons who are engaged by the



100 IN 100% COPY AND CONSTRUCTION

[Signature]
Partner

Elizabeth Muni

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2020-21

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ. ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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Promoter in the development of the Schedule property, the same shall be settled by the Promoter, The Owner shall have no liability of any nature whatsoever nor will the Owner be deemed to be the principal contractor.

- h) The Builder shall make available to the Owner one complete set of sanction plans and others related documents with complete specifications prior to the commencement of construction work.

4. COST OF CONSTRUCTION :

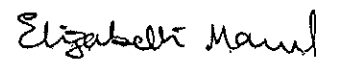
The entire cost of construction of the Building to be put up in the Schedule Property including the area falling to the share of the Owner shall be borne by the Builder.

SHARING OF BUILT AREA:

- 5.1) In consideration of the Owner transferring to the Builder and / or its nominees, an **50% of** saleable super built-up area in the said building, including proportionate area of terraces, common areas and car park to be constructed by the Builder on the Schedule Property representing undivided share in Schedule Property to the Builder and / or its nominees (s), the Builder agrees to construct and deliver to the Owner' share of saleable super built-up area, including proportionate areas of terraces, common areas and car park in the multi-storied building apartment building to be constructed on the Schedule property for the absolute use and/or benefit and Ownership of the Owner. The garden shall be deemed as common area. The corresponding undivided share in land shall be apportioned to the total super built-up area of **50%** to be given to the Owner.
- 5.2) The Owner hereby undertake to execute a registered power of attorney to the Builder to sell/convey to the Builder and / or its nominees/s an undivided **50%** share in land in the Schedule Property, either in one lot or in several shares through separate instruments.

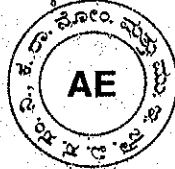
FORM DEVELOPERS AND CONSTRUCTIONS


Partner


Elizabeth Mami

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	The Karnataka State Registration and Stamps Department Official's Multipurpose Co-Operative Society Ltd.			
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5.3) The Builder shall be entitled on its own account and in its own name to allow on Owner ship basis or otherwise, the premises in the building(s) to be constructed by firm on the Schedule Property or any part thereof together with the proportionate undivided share in land in the Schedule Property to the prospective purchasers, tenants, lessees, licenses etc., and for that purpose to or documents in its own name subject to a maximum of 50% undivided share in land in the Schedule Property as referred supra.



5.4) The Builder shall be entitled to receive in its own names and on its own behalf and retain with itself all amounts from the persons to whom the said premises are allotted or sold as the case may be including the amounts for the sale of undivided share in land and in the building to be constructed by the Builder on the Schedule Property and to appropriate the same to themselves, subject to a maximum of 50% undivided share in land in the said property.

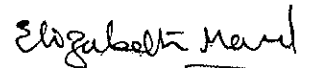
5.5) The Owner has agreed to receive as her 50% of super built-up area, in the Schedule property with proportionate area of terraces, and car park including common areas in the building (s) to be constructed on the Schedule Property.

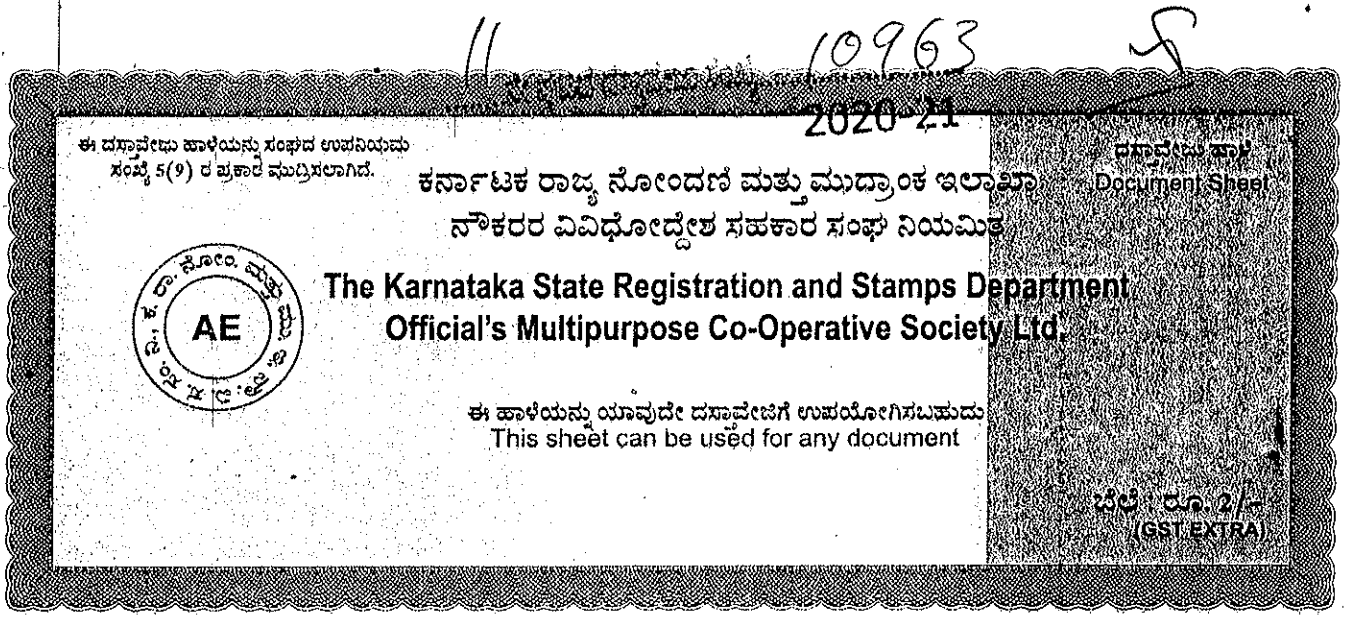
5.6) The Owner share of 50% super built-up area, shall be the absolute property of the Owner and he shall be entitled to sell, lease or otherwise dispose off the same or any part thereof, along with 50% of undivided share in the land in the Schedule Property and 50% of car parking area and common areas and he shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.

5.7) The Builder shall be entitled to the remaining flats and the accompanying proportionate terraces, and car parking area (hereinafter referred to as the Builder's constructed area with undivided 50% share in the land comprised in the Schedule Property. The Builder shall be entitled to hold or to sell, lease or otherwise dispose of its share of the constructed area with undivided 50% share in the land comprised in the schedule property in any manner it deems fit and it shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising there from. Once the sanction plan is procured from

For MS DEVELOPERS AND CONSTRUCTIONS


Partner


Elizabeth Mary



BBMP earmarking of apartments towards the shares of Owner & Builder shall be incorporated in the form of a separate supplemental sharing agreement.

- 5.9) As an Apartment cannot be fragmented to enable the Parties, the Party to whom the major portion of an Apartment falls to their share, shall be entitled to purchase the remaining extent of super built up area means the total constructed area including balconies, staircases, lift rooms, common areas, circulation areas, but excludes the car parking areas.

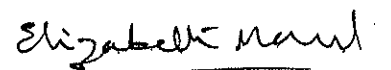
- 5.8) The Builder shall make available to the Owner one set of sanction plan / and working plan and other connected documents together with complete specifications prior to the commencement of construction of the work.

DELIVERY :

The Builder hereby agree to allot the Owner constructed area to the Owners within 18 (Eighteen) Months from the date of sanction of plans from BBMP or concerned authority with an extended period of Three months. However, the Builder shall not incur any liability for any delay in delivery of the possession of the Owner share of constructed area, by reason of non-availability of construction materials/or by Governmental restrictions and / or reason of Civil Commotion any act of God or due to any Injunction or Prohibitory Order (not attributable to any action of the Builder) or conditions force majeure, or any other reason(s) beyond the control of the Builder. In any of the aforesaid events, of time, for allot the said Owner share of the constructed area; the time shall also stand extended in the event of delays in obtaining Power/ water/ sanitary connections, in the event Builder fails to hand over vacant possession of the owner share flats within the above said period to the owner the Builder shall pay the monthly rent for said owner share flats upto hand over said owner share flats.

For MS DEVELOPERS AND CONSTRUCTIONS


Partner


Elizabeth K. Nandi

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ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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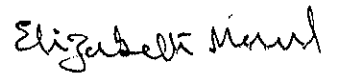
7. **INDEMNITY:**

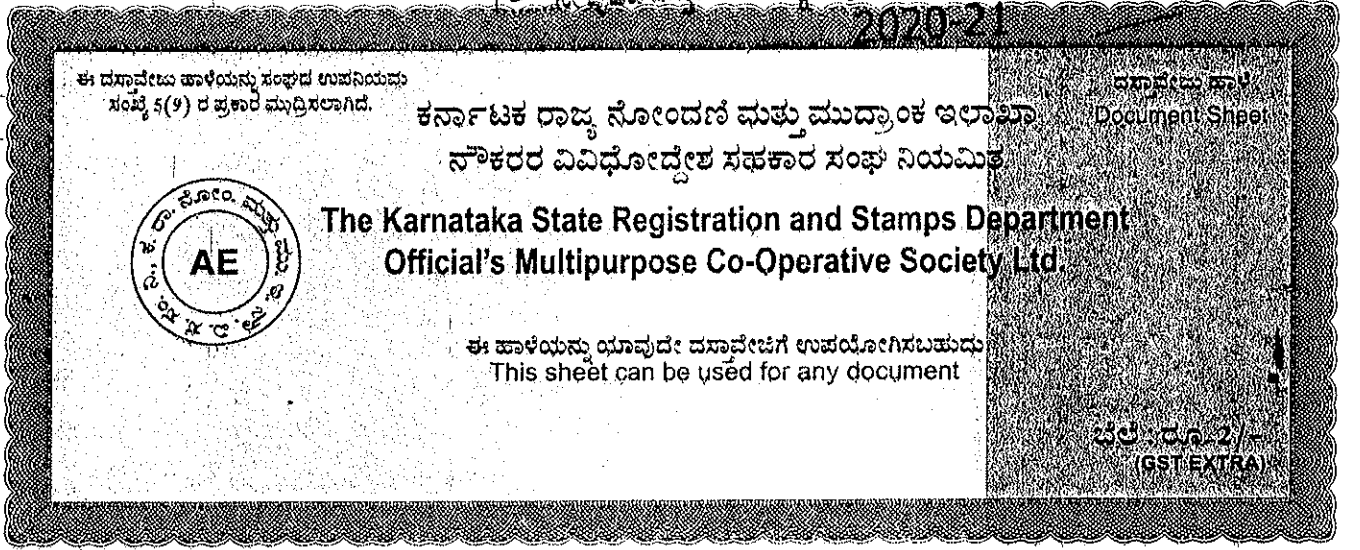
7.1) The Owner hereby confirms that her title to the Schedule Property is good, marketable and subsisting and that none-else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or acquisition proceedings or charges of any kind or any tenancy claims as on the date of signing this Agreement. The Owner shall keep the Developers fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings or third party claims that may arise against the Developers on account of any defect in or want of title on the part of the Owner or on account of any delay caused in rectifying the defect in title at the instance of the Owner and shall also make good the loss of cost of construction, arising out of defective title or on account of acts of omissions or commissions on part of the Owner. The Developers shall immediately, after coming to know about the defect in title or third party claims or any acts of omission or commission by the Owner, shall make a written claim to the Owner who shall answer and settle or clear such claim/claims, within fifteen (15) days of service of notice on the Owner and prevent any delay in development of the Schedule Property and/or sale by the Developers. Any such claim shall be a charge on the Owner share and period of delay in resolving the same by the Owner will be added to the period of completion of the construction.

7.2) The Builder has been fully satisfied with the present title of the Schedule Property and The Promoter shall keep the Owner fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the Owner in the Schedule Property and the Building to be constructed thereon by reasons of any failure on the part of the Promoter to discharge their liabilities/obligations to the labor employed by them or any claims of the labor contractors or on account of any act of omission or commission in using the Schedule Property or putting up the construction.

For MS DEVELOPERS AND CONSTRUCTIONS


Partner


Elizabeth Mural



8. ENTITLEMENT OF BUILDER'S SHARE :

- a) The Owner shall allot to the Builder and / or its nominee(s) undivided share in the land comprised in the Schedule Property either in one lot or several shares. All the costs and expenses for entitled shall be borne by the Builder or its nominees.
- b) The Builder shall be entitled to enter into agreements for sale of undivided share in the Schedule Property to an extent of 50% UDS together with corresponding super built-up area with persons intending to own apartments and enter into Construction Agreement with such intending apartment purchasers.



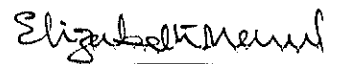
The Stamp duty, registration charge and expenses in connection with the preparation and execution of the Deed/s of Conveyance and / or other documents relating to share in the Schedule Property agreed to be conveyed to the Builder's nominee/s shall be borne by the Builder and /or the nominee /s of the Builder & the property is not transferred through this agreement directly to the Builder. The Second party herein shall not raise/take the bank loan, mortgage loan from the housing financial Institutions, by mortgaging the Schedule Property towards construction of this project.

9. TAXES MAINTENANCE, DEPOSITS ETC.,

- a) The Owner shall be liable to bear and pay all taxes, rates and cesses and charges for electricity and other services and the outgoing payable in respect of the Owner's share of constructed area from the date of delivery of possession or on the expiry of one week from the date of service of a written notice by the Builder to the Owner that the Owner share in the constructed area is ready for occupation.
- b) The Builder shall pay all the taxes that may be levied by the BBMP/any other local bodies in respect of the Schedule Property as it stands today, till the completion of construction of the proposed building. Once the Building is completed, the related taxes and livable shall be paid by the respective Owner of the said apartment.

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Partner



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- c) The Owner and the Builder shall from the date of delivery of possession of the Owner share in the constructed areas, maintain her respective portions, at their own cost in a good and tenantable condition and shall not do or suffer to be done anything in or to the said premises, 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.
- d) The Owner and / or her transferees in regard to his share of constructed area and the Builder and its nominee(s) in respect of the Builder's share of constructed area, shall become members of a Association / condominium to be formed by all the Apartments holders for the purpose of attending to maintenance and safety of the Building and all matters of common interest and shall observe and perform the terms/condition/bye-laws/rules/regulations of such organization. The deed of declaration shall be executed by the Owner of Apartments under the Karnataka Apartment Ownership Act 1972, the builder shall issue notice & conduct joint meeting with the Owner for the formation of apartment Owner association and also the Builder shall agreed to issue possession certificate from the Builder's Letter head at the time of handing over the Owner constructed area in the project \
- e) The Owner and Promoter shall Proportionately bear and pay all charges, Deposits payable to BESCOM or other Authorities to obtain connections/permissions, approvals against any amenities.

11. OBLIGATIONS OF THE OWNER & PROMOTER':

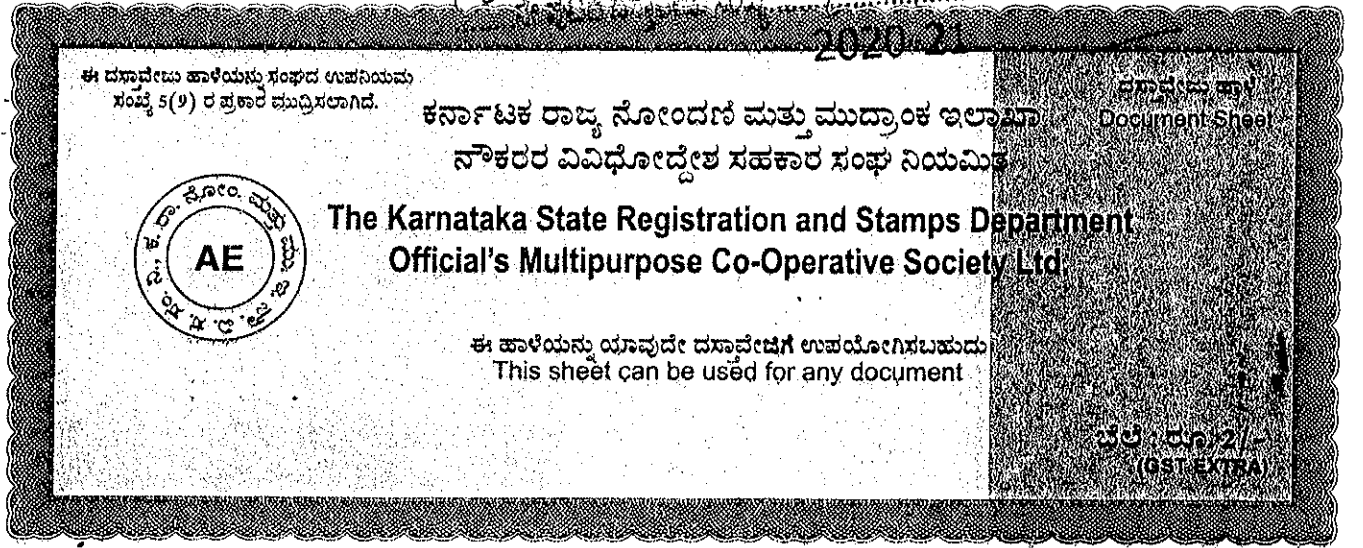
The Owner shall sign and execute necessary applications, papers, and documents and do all acts, deeds and things as the Builder may lawfully require in order to legally and effectively vest in the Builder and/or its nominee(s), title to the undivided 50% share in the Schedule Property and for completing the development of the Schedule Property.

The Owner shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the Promoter may lawfully require to obtain any licenses, Plan, and consents as well as to and in order to legally and effectively

For MS DEVELOPERS AND CONSTRUCTIONS

Elizabeth mural

Partner



vest in the Promoter's nominee/s title to the undivided 50% share in the Schedule Property.

12. EITHER PARTY TO BUY OVER PROPORTIONATE SHARE WHICH IS INDIVISIBLE :

If in the process to give effect to this Agreement, and / or fulfilling the entitlement of the parties herein, if it is not possible to divide the available super built – up area constructed and / or the proportionate terraces, gardens and car park including common areas, into the flats falling to the share of the parties, then the parties receiving share in excess of its entitlement shall pay to the other party receiving less than their entitlement for such indivisible proportion at the rate mutually agreed to between them.

13. DOCUMENTS OF TITLE :

The Owner agrees not to deal with the original affecting the title of the Schedule Property and shall furnish the same whenever required by the Promoter, and later the same shall be handed over to the Apartment Owner' association on completion of the project;

14. NAME OF BUILDING :

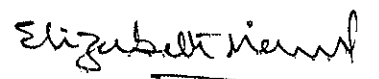
The Parties have agreed that the name of the Apartment Building is "M.S. IMMANUEL RESIDENCIES"

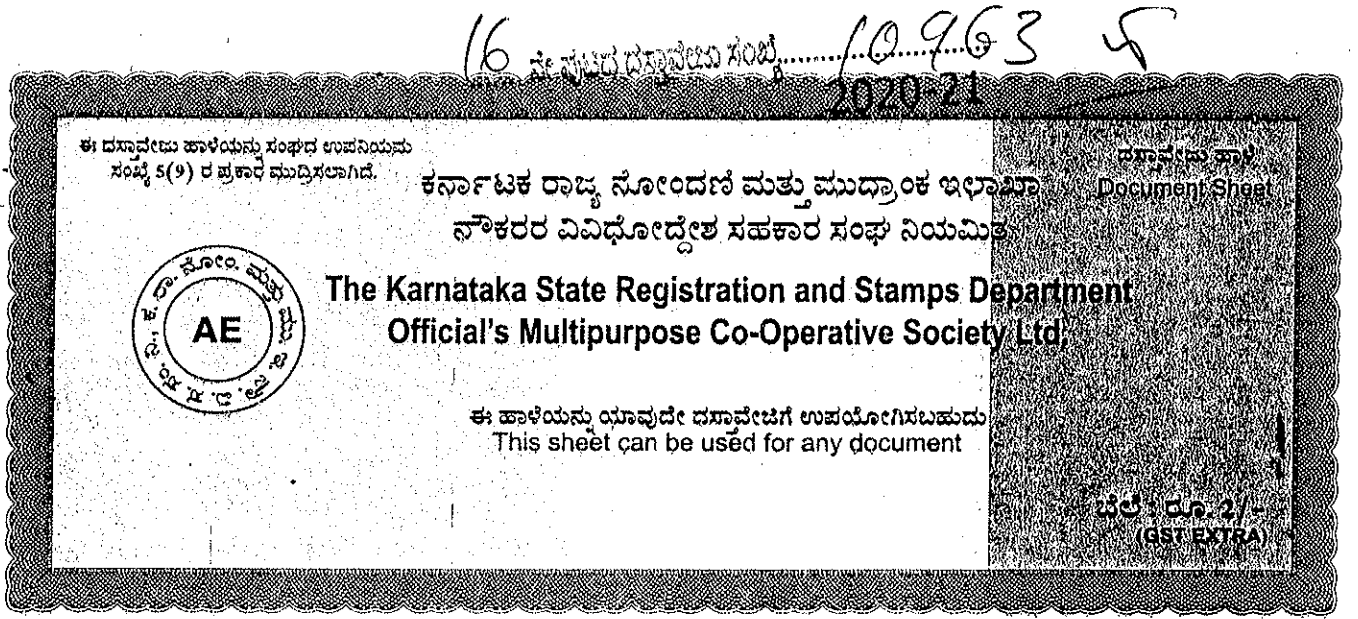
15. CUSTODY:

The original of this agreement shall be with the owner and the copy shall be with the Builder, However owner shall produce the all original documents whenever needs by the Builder or its nominees for inspection/Verification.

For MS DEVELOPERS AND CONSTRUCTIONS


Partner


Elizabeth



16. BREACH AND CONSEQUENCES :

- In the event of default on the part of the Owner, the Builder shall have the right to enforce specific performance of this contract.
- In the event of default on the part of the Builder, the Owner shall have the right to enforce specific performance of this contract.
- The terms of the contract to be enforced before jurisdictional court of law.

17. SUPPLEMENTAL AGREEMENT :

The terms and conditions of this agreement may be suitably altered, amended or modified by mutual consent between the Owner and Builder by way of supplemental agreement(s) for augmenting their beneficial interests.

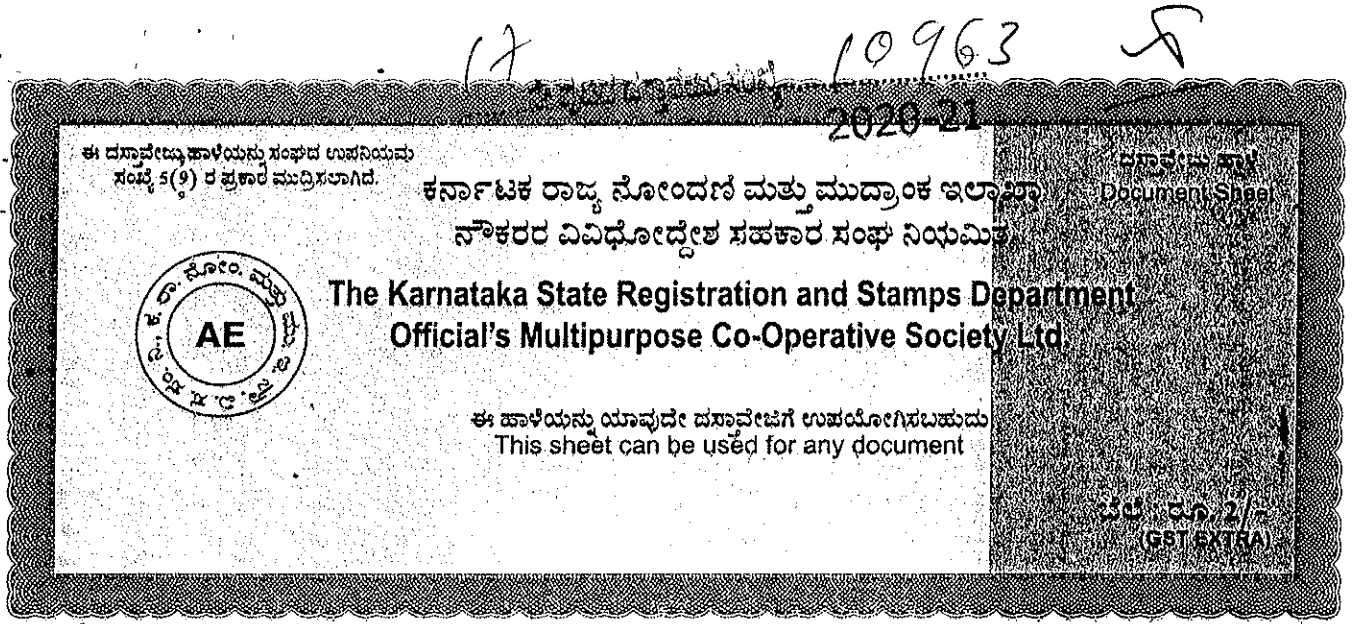
18. DEFECT LIABILITY PERIOD:

The Promoter agree that they shall for a period of Six months from the date of the Owner's constructed Area is ready for occupation (whether delivery is taken or not) be liable to repair or cause repair at the cost of Promoter, of any structural defects noticed during the period of Six months. Cracks in plaster will not be considered as structural defects.

Elizabeth Munn

For MS DEVELOPERS AND CONSTRUCTIONS

[Signature]
Partner



20. SPECIFICATION:

1. Structure : RCC framed structure. (Cement Penna, Parasakthi, JSW)
(Steel Indus, Rmd, India Gold, 550 TMT) in all ISIMARK
2. Walls : External Walls of 6" Solid Blocks in 1: 6 C.M. with intermediate R.C.C. Bed and internal walls with 4" Hollow Blocks.
3. Plastering : 1:5 C.M. with lime rendering smooth finish and External smooth sponge finish cement plastering.
4. Flooring : Vitrified tiles flooring in all rooms 3 X 3. (ISI mark)
5. Kitchen Platform : Granite kitchen platform with granite sink and 2 feet height glazed tiles dadoing above the platform.
6. Toilets : 7 feet height glazed tile dadoing and ceramic tiles flooring common toilet with I.W.C. & attached toilets E.W.C. with flush tank and provision for geyser other necessary C.P. fittings for toilet. (ISI mark)
7. Electrical work : Concealed copper wiring with Anchor Roma Plate and Modular switches and necessary points in each room and 15 amps power plug points in Hall, kitchen, and Toilets only. (ISI mark)
8. Doors : Main Door with Teak wood with O.S.T. door shutter, with outside brass fitting remaining doors with Sal Wood frames and flush door shutters. (ISI mark)
9. Windows : UPVC windows with shutters and also mosquito mesh and safety grills. (ISI mark)

For MS DEVELOPERS AND CONSTRUCTIONS


Partner

Elizabeth

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10. Paints

: Inside One coat of primer with two coats O.B.D. paints and outside one coat of primer with two coats cement paints and Enamel paints to doors and window grills.(ISI mark)

11. T.V. & Telephone Points

: Individual TV & Telephone points in Main Hall. and Bed Rooms.(ISI mark)

12. Compound walls & Gate

: Gates shall be provided after allotment of parking depending upon convenience of parking.

13. Water

: 24 hrs water deep tube.well/Drinking water.

14. Parapet wall

: 3 feet

15. Underground Sump

16. Common Over Head Tank

17. Common Lift (4 passengers Capacity) (ISI mark)

18. Generator (ISI mark)

NOTE: the Approximate FAR of 1.75 will be used for construction of the apartment along with 10 Covered Car parking Spaces in the Project.

Eligible name

For MS DEVELOPERS AND CONSTRUCTIONS

[Signature]
Partner

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SCHEDULE PROPERTY

All that piece and parcel of the Property bearing Site Nos.7 and 8, Old Katha No.194/2, Present BBMP Katha No.180/194/2, Comprised in Property No.92/4B, Situated at Horamavu Agara Village, K.R.Puram Hobli, Earlier Bangalore South Taluk, Presently Bangalore East Taluk, presently under the Administrative Jurisdiction of BBMP, measuring East to West on 100 Feet and North to South on 50 feet, totally measuring 5000 Sq.feet and bounded as follows:

On the East by : Site No.6;
West by : Private Property;
North by : Private Property;
South by : Road ;

IN WITNESS WHEREOF, the OWNER and BUILDER have executed this JOINT DEVELOPMENT AGREEMENT in the presence of the witnesses attesting hereunder:

WITNESSES:

1. Vagannur
Horamavu
Bangalore 560043

2. Shiva
no. 10. Bangalore
Bangalore 43

Elizabeth Menn
OWNER

FOR MS DEVELOPERS AND CONSTRUCTIONS

PROMOTER

Drafted by:

KIRANAKA ASSOCIATES
Advocates
No.999/8, First Floor, Above JMR furnitures,
Outer Ring Road, Next To Bangalore 1,
Near Cloud Nine Hospital,
Horamavu, Bangalore- 560 043