THE TOTAL PROJECT AREA IS 2 ACRE 38 GUNTAS PLUS 15 GUNTAS KARAB

AS PER JDA SY NO.56/1 MEASURING AN EXTENT1 ACRE 19 GUNTAS AND KARAB LAND 11.08 GUNTAS AND SY NO.56/2 MEASURING AN EXTENT1 ACRE 19 GUNTAS AND KARAB LAND 3.08 GUNTAS BUT WE REGISTERED AS PER THE DOCUMENT WHICH IS ATTACHED DOCUMENTS GIVEN BELOW.

NECESSARY CANDAIN

11FABUBEC20C247 ರಕಾರ್ಡ್ ಆಫ್ ರೈಟ್ಸ್ , ಗೇಣಿ ಮತ್ತು ಪಹಣಿ ಪತ್ರಿಕೆ (RTC) ಫಾರಂ ನಂ.೧೬

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್ಲಿಯ್ ಎಟ್ಟಿ ಕಾರುಗಳಲ್ಲಿ ತಿನ್ನು ಗಂಪಗಳಲ್ಲಿ ತಿನ್ನು ಸ್ಥಾಪಗಳು ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ತಿ ಕ್ರಿಪ್ರಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ರಿಸಿ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿಪ್ ಕ್ರಿ

ು ಬಳ ಸಮಣ್ಣ ಮಾಹಿತಿ ಪ್ರೀಕೃತವಾಗದ ಕಾರಣ, ಬಳ ಪಾಹಿತಿ ಪರ್ವಕ್ತಿಸಿರುವುದಿಲ್ಲ

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ರೆಕಾರ್ಡ್ ಆಫ್ ರೈಟ್ಸ್ , ಗೇಣಿ ಮತ್ತು ಪಹಣಿ ಪತ್ರಿಕೆ (RTC) ಫಾರಂ ನಂ.೧೬

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ರೆಕಾರ್ಡ್ ಆಫ್ ರೈಟ್ಸ್ , ಗೇಣಿ ಮತ್ತು ಪಹಣಿ ಪತ್ರಿಕೆ (RTC) ಫಾರಂ ನಂ.೧೬

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RTC DIGITALLY SIGNED BY: KENDAGANNEGOWDA MAHESH ON 11/9/2022

RTC UniqueNumber: 829704 (Jaseman Johanna) 1988 d Johan 40, 42, 58 doi: 70 111FAB4D93DD4B33

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RTC DIGITALLY SIGNED BY: KENDAGANNEGOWDA MAHESH ON 11/9/2022

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JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT is made and executed at Bangalore on this the Twenty Seventh day of January, Two Thousand Twenty Three (27.01.2023). BETWEEN

M/s. RAM PRASAD HOUSING,

A Partnership Firm Having its registered Office at No.001 Sy.No 54 & 55/1, 3rd Floor Yamare Village Sarjapura Main Road, Bangalore - 562 125. PAN No. ABEFR1175N Represented by its Partners

Mr. S. PRASAD NAIDU,

Aged about 56 years, Son of Mr. S. Rangaiah Naidu Aadhaar No: 9788 6271 5060.

Mr. RAMJEE YOGASUNDARAM,

Aged about 63 Years, Son of Mr. V S Ramjee,

Aadhaar No: 4919 2915 1121.

Hereinafter called the "OWNERS/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context deem to include its heirs, legal representatives, administrators, executors, assignees, etc.,) of the ONE PART,

AND

For RAM PRASAD HOUSING 2 Juared Nach

PARTNER'S

For RAM PRASAD HOUSING

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For M/S BHP HOUSING

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For M/S BHP HOUSING

BNG(U)ANKL SRO No. 5813 122 BOOK-1 CONTANING TOTAL SHEETS 25 OF 2 - 32 PAGE

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

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BOOK-1 CONTAINING TOTAL SHEETS.

5 : ರೂ. 2/-(GST EXTRA)

M/s. BHP HOUSING,

A Partnership firm

Having its registered Office at: Sy.No.38/2,

Sompura Village Road, Opp HP Petrol Bunk,

Bangalore- 562125.

PAN No: AAZFB3819K

Represented by its Partners

1. Ms. SURINENI BHAVISHA

Daughter of Mr. Surineni Prasad Naidu,

Aged about 20 years,

Aadhaar No: 4365 6102 7237.

2. Mr. A RAMAKRISHNA NAIDU

Aged about 36 years,

Son of Mr. A Ramachandhra Naidu,

Aadhaar No: 9241 7831 0586.

Hereinafter called the "DEVELOPER/SECOND PARTY" (which expression shall unless excluded by or repugnant to the context deem to include its legal representatives, administrators, executors, assignees, etc.,) of OTHER PART.

WHEREAS the First Party is the absolute owner in peaceful possession and enjoyment of converted land in Survey No.56/1 [Old No.56], measuring to an extent of 1 acre 19 Guntas, and 11.08 guntas of Karab land, in total 1 acre 30.08 Guntas, [vide Conversion Order A.L.N.(A)(S).SR.156/22-23, dated 28.12.2022, issued by the office of Deputy Commissioner, Bangalore Urban District,] (ITEM No.1), and Survey No.56/2 [Old No.56],

For RAM PRASAD HOUSING

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For M/S BHP HOUSING

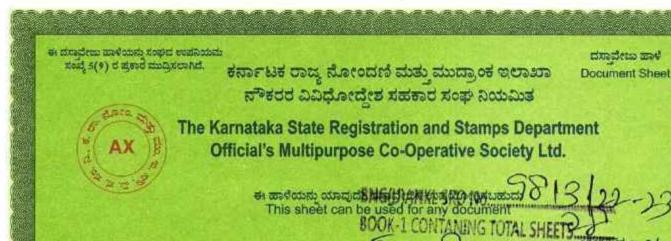
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4	Ram Prasad Housing Rep by its Partner Mr. Ramjee Yogasundaram . (ಬರೆಮಕೊಡುವವರು)			Zhu'

Senior Sub-Registrar

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BOOK-1 CONTANING TOTAL SHEETS 28
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measuring to an extent of 1 acre 19 Guntas, and 3.08 guntas of Karab land, in total 1 acre 22.08 Guntas, [vide Conversion Order A.L.N.(A)(S).SR.156/22-23, dated 28.12.2022, issued by the office of Deputy Commissioner, Bangalore Urban District,] (ITEM No.2), both are situated at Booragunte Village, Sarjapura Hobli, Anekal Taluk, Bangalore Urban District, which are more fully described as ITEM NO.1 and ITEM NO.2 of the "SCHEDULE PROPERTY".

AND WHEREAS the title of the above property was acquired by the First Party, Under a Sale Deed dated:27.01.2023, vide document No. ANK-1-09806/2022-23, Book No.1, stored in CD No.ANKD 1490, in the office of the Sub-registrar Anekal, Bangalore.

AND WHEREAS the Owner hereby represents to the Developer:

- a That the title of the Schedule Properties is good and marketable and that no other person has any right, title, interest, claim or share therein;
- b That there are no legal impediments to enter into this Agreement in favour of the Developer;
- c That the Owner has not raised any loans whatsoever from banks, financial institutions or from any other person in respect of the Schedule Properties nor has it offered the Schedule Properties as security or as a collateral security for repayment of any loans whatsoever;
- d That the Owner has not mortgaged the Schedule Properties nor has it deposited all or any of the documents of title of the Schedule Properties with any person and that the Schedule Properties is free from all kinds of encumbrances whatsoever;

For RAM PRASAD HOUSING 5 Massof No al

PARTNER'S

For RAM PRASAD HOUSING

PARTNER'S

For M/S BHP HOUSING

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OF 6 - 32-5

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

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BOOK-1 CONTAMING TOTAL SHEET

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- e That the Owner has not entered into any other agreements to sell nor any other transaction with third parties and that the Owner has not created any third party rights with respect to the Schedule Properties or any part thereof and that the Owner undertakes to indemnify the Developer for any loss which might arise in this regard, if any;
- f That the Schedule Properties is free from all acquisition proceedings, litigations, stay orders, encumbrances, attachments, liens, mortgages, charges, suretyship claims, maintenance claims, minor claims, tenancy claims, dispossession by way of will or any other court or departmental proceedings and that the Schedule Properties is not subject to any encumbrances whatsoever;
- g That the Owner has not evaded paying any taxes either under the Income tax Act or any other Acts; and
- h That the title of the Owner to the Schedule Properties hereby conveyed is good and subsisting, the Owner has full power and absolute authority and indefeasible title to the Schedule Properties and that the Owner has not done any act or acts or have omitted to do any act or acts or have suffered any act or acts which would in any way invalidate this Agreement either in whole or in part.

AND WHEREAS the Owner has decided to offer the Schedule Properties for joint development and the Developer, after being satisfied of the Owners title to the Schedule Properties, have agreed to develop the Schedule Properties and accordingly this Agreement is being entered into setting out the terms and conditions.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HEREBY AGREE AND DECLARE THAT:

For RAM PRASAD HOUSING

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For RAM PRASAD HOUSING

PARTNER'

For M/S BHP HOUSING

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

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That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Owner and the Developer, the Developer hereby agrees to develop the Schedule Properties.

PROJECT

The Owner has approved the Residential Project formulated by the Developer where under the Schedule Properties will be developed by constructing thereon as residential apartments with other structures as per specifications annexed hereto as **Annexure I** and amenities (hereinafter called "the Project") in accordance with the plans to be sanctioned by the Anekal Planning Authority, Bangalore Metropolitan Region Development Authority or any other competent authority. The Parties agree that the Floor Area Ratio ("FAR") shall be achieved at approximately 1.5.

2. PLANS

The Developer shall submit and obtain sanction of the development and building plans for construction of the Project from the Anekal Planning Authority, Bangalore Metropolitan Region Development Authority and/or the appropriate sanctioning authority as provided for under Article 10. The Owners shall co-operate with the Developer in obtaining sanction of Project plans and other approvals. The Developer shall be entitled to make modifications in the plan, design and layout depending on the exigencies during the execution of construction work without materially affecting the entitlement of the Owners. The Developer shall have the absolute discretion in matters relating to the method and manner of construction without affecting the basic design.

3. LICENCE

For RAM PRASAD HOUSING

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PARTNER'S

For RAM PRASAD HOUSING

PARTNER'S

For M/S BHP HOUSING

Partners

For M/S BHP HOUSING

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

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The Developer shall, from the date of this Joint Development Agreement, be entitled to enter upon the Schedule Properties and develop the same by constructing the Project thereon on the terms and conditions set out herein.

Provided, however, that nothing in this Joint Development Agreement shall be deemed to amount to the Developer being in possession of the Properties whether pursuant to section 53-A of the Transfer of Properties Act, 1881 or Section 2 (47) of the Income Tax Act, 1961.

4. CONSTRUCTION

- 4.1 The Developer shall construct the Project in the Schedule Properties in accordance with the plans sanctioned by the Anekal Planning Authority, Bangalore Metropolitan Region Development Authority and / or any other appropriate sanctioning authority. The construction shall be in accordance with the specifications contained in **Annexure I** hereto or equivalent thereto.
- 4.2 The Developer shall be entitled to engage Architects, Engineers, Contractors and other professionals as it deems fit to execute the construction work. The professional fees and other costs, if any, payable to the Architects, Engineers and other professionals shall be borne and paid by the Developer.
- 4.3 The Developer may, if the circumstances so warrant, make alterations in construction and design as it deems fit without violating the building bye-laws and regulations and without affecting the entitlement of the Owners to the Owner's Allocation as hereinafter defined.

4.4 The Developer shall complete the Project in all respects within the time stipulated in Article 10hereinbelow.

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4.5 In the event of any dispute/s between the Developer and Architects, Engineers, Contractors and other professionals and their workmen and suppliers and other persons who are engaged in any manner whatsoever in the development of the Schedule Properties, such dispute/s shall be settled by the Developer. The Developer shall ensure that the Owners shall not be responsible or liable and answerable for all such claims. In case of any accidents resulting in death or injury during the course of construction and completion to any workmen or third party/parties in the Schedule Properties, the Developer alone shall be responsible, if any, and shall not hold the Owner responsible for the same and the Owner will has no liability whatsoever in this regard. The Developer shall ensure that any of the aforesaid claims shall not cause any delay and affect the construction work of the Project.

5. CONVEYANCE OF UNDIVIDED RIGHT IN LAND

The Owner hereby agrees and confirms that in consideration of the Developer constructing and developing, completing and delivering possession of the Schedule Properties at the Developer's cost, they shall convey to the Developer or its transferees / nominees or assigns 73 percent of the undivided interest, at the option of the Developer, in the Schedule Properties, as hereinafter defined by executing one or more Sale Deed/s in favour of the Developer or its transferees/ nominees or assignees and also appear before the Sub-Registrar and admit execution of the Sale Deed or Deeds.

6. AREA SHARING

6.1 The Owner shall be entitled to **27 percent** of the built area and proportionate car parking spaces, any other common areas / amenities, terrace and walkways with undivided **27 percent** share, right, title and interest in the land comprised in the Schedule Properties (hereinafter referred to as the "Owner's Allocation"). The Owner shall be

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entitled to hold or sell, lease or otherwise dispose of his share in the Schedule Properties in any manner they deem fit and they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing or arising there from.

- 6.2 The Developer shall be entitled to 73 percent of the built area and proportionate car parking spaces, any other common areas/ amenities, terrace and walkways with undivided 73 percent share, right, title and interest in the land comprised in the Schedule Properties (hereinafter referred to as the "Developer's Allocation"). The Developer shall, as provided for under Article 10 herein below, be entitled to hold or sell, lease or otherwise dispose of its share in the Schedule Properties in any manner it deems fit and it shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing or arising there from.
- The expression "super built area" shall mean the total built area in the Schedule 6.3 Properties including balconies, area covered by other structures such as staircases, arcades, electric room, association room, lift machine room, security cabin, lobbies and common area, but excludes car parks, terrace and walkways.
- 6.4 Upon obtaining the Plan sanction from the competent authorities the parties herein shall enter into a Sharing Agreement demarcating the Owner and the Developer's Allocation.
- The parties acknowledge that in the event it is not possible to divide the built area exactly in two agreed ratios, the Owner shall be entitled to such number of units/areas whose built area will be closest to the Owner's Allocation. If the total area so allotted to the Owner falls short of the Owner's Allocation the Developer shall pay the price for the

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deficit area at the rate at which the Owner sells his/her/their units/ areas in the Owner's Allocation.

6.6 The parties agree that the Developer shall have the option to purchase the Owner's Allocation under a separate agreement as may be mutually agreed to between the parties.

CHANGE OF SPECIFICATIONS 7.

At the request of the Owner, the Developer shall carry out such additional changes in the specifications, designs and layouts of the Owner's Allocation. However, the Owner shall be liable to pay the Developer all such extra costs that may be incurred for carrying out such changes as stated above.

8. COST OF CONSTRUCTION

The entire cost of construction of the Project in the Schedule Properties shall be borne by the Developer. The Owner shall not be required to contribute any amount for the purpose of construction or for the internal and external services as per specifications annexed hereto as Annexure I or for permissions required for such construction in respect of the Schedule Properties. If the Developer decides to modify the specifications, it shall be done only with prior permission of the Owner. The Developer shall bear all and any additional costs and expenses it may incur due to such modifications.

9. RIGHTS IN COMMON AREAS

The Owner and the Developer or their respective transferees / nominees shall have proportionate rights in the common areas and common amenities in the ratio of 27 percent Land owner share and 73 percent builder share respectively.

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10. DELIVERY

10.1 The Developer hereby agrees to obtain all necessary sanctions such as development plan, building plan and other approvals The Developer shall obtain requisite permission for commencement of construction and commence construction works not later than one (1) month from the date of sanction of the building plan.

- 10.2 The Developer shall complete construction works as per the sanction plan according to the specifications provided for in Annexure I within twenty four (24) months from the date of sanction of the building plan and make an application for Occupancy Certificate from the appropriate authority and obtain the same which shall not be later than Six (6) months from completing the aforesaid construction works.
- 10.3 The Developer hereby agrees to deliver possession of the Owner's Allocation to the Owner within one (1) month from the date of issuing of Project Occupancy Certificate by the appropriate authority.
- 10.4 Date of Completion of the Project shall mean when the notice of completion of construction from the Developer to the Owner is issued which shall be after obtaining the Occupancy Certificate.
- 10.5 The Developer shall not incur any liability for any delay in delivery of the possession of the Owner's Allocation by reason of any act of God or due to any injunction or prohibitory order or due to any reason attributable to any action of the Owner or conditions of force majeure or in any of the aforesaid events or which are beyond the control of the Developer, the Developer shall be entitled to corresponding extension of time for delivery of the Owner's Allocation.

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10.6 In the event of any delay for reasons, other than what is stated above in Article 10.5, in delivering possession of the Owner's Allocation under Articles 10.1 to 10.4 as stated hereinabove, the Developer shall be entitled to three (3) months grace period to deliver the same. Even after such extension, if the Developer is unable to deliver possession of the Owner's Allocation to the Owner, the Developer will be given a further grace period of three (3) months to deliver possession of the Owner's Allocation to the Owner subject to payment of Rs.2/- (Rupees Two only) per sq., ft., of super built area per month of delay as damages which the Developer agrees to pay every month until delivery of the Owner's Allocation to the Owner. If possession of part of the Owner's Allocation is delivered to the Owner, the damages shall be for the undelivered part.

10.7 If the Developer fails to deliver possession of the Owner's Allocation to the Owners as stated hereinabove within a maximum period of six months as per Article 10.6 hereinabove, notwithstanding any other Article, the Owner shall be entitled to deal with the entire Schedule Properties and the development and construction thereon with third parties, as they may deem fit. The Developer shall be solely responsible for all the claims and demands arising out of default by the Developer.

11. INDEMNITY

11.1 The Owner hereby confirms that his title to the Schedule Properties is free, good, marketable and subsisting and that no one else has any right, title, interest or share in the Schedule Properties and that the Schedule Properties is not subject to any encumbrance, attachment, court or taxation or acquisition proceedings or charges of any kind. The Owners shall cure any legal flaw that may be noticed in the title of the Owner to the Schedule Properties at any time at his own cost and he shall take the sole responsibility as Owner to settle at his own cost, all or any claim made by any person to

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the Schedule Properties or any part thereof. The Owner shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Developer on account of any defect in or want of title on the part of the Owner or on account of any delay caused at the instance of the Owner.

11.2 The Developer 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 or the Owner's Allocation in the Project by reason of any failure on the part of the Developer to discharge its liabilities/obligations or on account of any act of omission, commission in using the Schedule Properties or putting up the Project as per this Agreement.

12. EXECUTION OF POWER OF ATTORNEY

12.1 The Owner shall simultaneously upon the execution of this Joint Development Agreement execute a General Power of Attorney in favour of the Developer or any other person nominated by the Developer to, inter alia, execute Agreements for Sale of undivided interest proportionate to the Developer's Allocation and to enter into Construction Agreements in respect of the Project. In addition, the Developer or its nominee shall also be empowered to obtain licences and sanctioned plans, consents in regard to the Project and to represent the Owner before the Anekal Planning Authority/ Bangalore Metropolitan Region Development Authority, Electricity Board, Water Supply & Sewerage Board, Fire Force Authorities, Pollution Control Board and other statutory authorities.

12.2 Upon entering into the Sharing Agreement as per Clause 6.4hereinabove, the Developer shall be entitled to enter into Agreements for Sale of undivided interest and built area from out of the Developer's Allocation in the Schedule Properties to an extent

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of 73 percent with its transferees / nominees and to enter into Construction Agreements with such transferees/ nominees.

12.3 The power of Attorney executed by the Owner shall also empower the Developer to apply for and avail any loans, advance, credit facility or financial arrangement for the said Project from any bank, financial institution / NBFC and to create any lien, mortgage for availing such loan, advance, credit facility or financial arrangement on the Developer's Allocation of the constructed / to be constructed area alone in the Project.

12.3 The stamp duty, registration charges and expenses in connection with the preparation and execution of the deed/s of conveyance and/or other documents relating to 73 percent share in the Schedule Properties agreed to be conveyed to the Developer / and/or its transferees/ nominees shall be borne and paid by the Developer or its transferees/ nominees or as may be agreed upon by them.

13. FINANCIAL ASSISTANCE

The Owner hereby gives his express consent to the Developer to raise any loan for construction of the Project in respect of the Developer's Allocation of the constructed / to be constructed area alone. The Owner shall, in no way, be responsible nor liable for due repayment of loans or for any terms and conditions that may be agreed to by the Developer with financial institutions or banks. The Owner shall render all necessary cooperations to the Developer including signing of necessary documents as may be required from time to time.

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The Developer shall, without the Owner consent, has a right to assign its rights under this Agreement in its entirety to any of its subsidiaries or nominees. The Developer shall, however, intimate the Owner of such assignment in writing. On such assignment, the Developer shall cease to has any right of whatsoever nature under this Agreement. The Developer shall, however, ensure that the Assignee performs the obligations of the Developer under this Agreement.

15. TAXES, MAINTENANCE, DEPOSITS, ETC.

- 15.1 The Developer shall bear and pay all deposits to Electricity Board, Water Supply & Sewerage Board, Fire Force, Pollution Control Board, etc., and taxes which deposits and taxes shall not be reimbursed by the Owners either proportionately or otherwise.
- 15.2 The Owner and Developer shall be liable to bear and pay all taxes, rates, cesses and charges for electricity and other services and the outgoings payable in respect of the their respective portions from the date of delivery of possession of the Owner's Allocation to the Owners.
- 15.3 The Owner and the Developer, from the date of delivery of possession of the Owner's Allocation, maintain their 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 building, and/or common areas and passages in the Project which may be against law or which may cause obstruction or interference to the users of such common area.
- 15.4 The Owner and Developer and/or their transferees/ nominees in regard to their respective portions shall become members of an Association to be formed by all the Unit Owners and shall submit themselves to the provisions of the Karnataka Apartment Ownership Act, 1972, for the purpose of maintenance and safety of the building and all matters of common interest and shall observe and perform the terms/conditions/bye-

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laws/rules/regulations of such Association. The cost and expenses towards formation of the Association shall be borne by the respective Unit Owners proportionately.

15.5 It has been agreed between the parties hereto that the maintenance of the building after the date of delivery of possession of the Owner's Allocation up to the date of handing over of the Project to the Association shall be taken over by the Developer or its nominee who would render such service on actuals plus applicable taxes.

15.6 The Owner and Developer and/or their transferees / nominees shall pay in proportion to their respective super built area, maintenance expenses/maintenance deposit/contingency sinking fund payable to the Association to be formed for the purpose of maintenance of the buildings and plant & machinery and amenities in the Project.

15.7 From the date of delivery of possession of the Owner's Allocation to the Owners, the Owner and Developer and/or their transferees / nominees shall be liable to bear and pay all municipal taxes / Properties taxes under the rules of the concerned authority and other public dues and charge/s for electricity, water, sanitary and other services and outgoings payable in respect of the Project on a pro-rata basis.

16. OBLIGATIONS OF THE OWNER

16.1 The Owner shall sign and execute necessary applications, documents and do acts, deeds and things as the Developer may lawfully require in order to legally and effectively vest in the Developer or its nominee's title to the undivided **73 percent** interest in the Schedule Properties and for completing the development of the Schedule Properties as per this Agreement.

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16.2 The Owner shall pay all Properties taxes, cesses and other outgoings in respect of the Schedule Properties up to the date of this Agreement and the Developer shall bear all such expenses thereafter till the date of delivery of Owner's Allocation.

16.3 The Owner agrees to transfer revenue documents such as Khatha etc., to the Developer and / or its transferees/ nominees in respect of the Developer's Allocation after delivery of possession of the Owner's Allocation to the Owner.

17. DEVELOPER'S OBLIGATIONS

- 17.1 The Developer shall make and submit from time to time for requisite permission under the provisions of any statute applicable thereto and/or to follow up the applications, if any, made by the Owner and to obtain the requisite permissions, sanctions, approvals etc., as provided in this Agreement.
- 17.2 The Developer shall have the plans of the proposed buildings to be constructed on the Schedule Properties amended or revised in accordance with the rules and regulations of the Anekal Planning Authority or any other authorities and/or to submit the same to the authorities concerned and to do and execute all writings and undertakings as may be necessary for obtaining the approval and sanction of such plans.
- 17.3 The Developer shall be responsible for any structural defects in the building and in particular in the Owner's Allocation noticed up to a period of 12 (twelve) months from the Date of Completion. However, small hairline cracks in the plaster masonry, war page in doors and windows or regular maintenance of the plumbing, electrical etc., which are quite normal even in the best of the constructions shall not be considered as defects.

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THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016

The Developer shall strictly adhere to the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and the rules made there under as per the Karnataka Real Estate (Regulation and Development) Rules, 2017 and shall be solely responsible to adhere to and follow the aforesaid Act and Rules. The aforesaid Act and Rules shall prevail in case of any inconsistency with the contents of this Agreement. Also the Developer shall take the responsibility to obtain necessary RERA certificate under the Act.

19. DECREES AND ATTACHMENTS

If there be any claim/demand/litigation/attachment and/or decree of any nature whatsoever against the Owner, then it is a condition precedent that the same shall only be met and satisfied out of the Owner's Allocation and its interest in the land or the proceeds thereof and the Developer shall not have any liability whatsoever in this regard.

Provided that if any claims/demand/litigation/attachment and/or decrees of any nature against the Developer and / or its nominees, then it is condition precedent that the same shall only be met and satisfied out of the Developer's Allocation and its interest in the land or the proceeds thereof and the Owner shall not have any liability whatsoever in this regard.

20. TITLE DEEDS

Upon the formation of the aforesaid Association, the Owner shall deliver the title deeds and other documents relating to the Schedule Properties in original to the Association.

21. NAME OF THE PROJECT

The project will be developed in the name and style of as decided by the Developer, to which the owners agree.

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22. BREACH AND CONSEQUENCE

In the event of breach by either of the parties to this Agreement, the aggrieved party shall be entitled to specific performance of this Agreement and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach from the party committing breach, if the breaching party has not corrected any breach within thirty days from the date of notice of the enforcing party.

23. JURISDICTION

23.1 In the event of any dispute arising between the parties with regard to the construction, meaning and effect of this Agreement or any part thereof or in any way related to or pertaining thereto shall be resolved amicably by the parties. If the parties fail to amicably resolve the dispute within thirty (30) days, the parties shall agree and appoint a Sole Arbitrator. If the parties have not agreed on the appointment of a Sole Arbitrator within 30 days of the Respondent's receipt of notice of arbitration, then, the Sole Arbitrator shall be appointed as provided for under the Arbitration and Conciliation Act, 1996. The award, made by such Arbitral Tribunal shall be final and binding on the parties hereto and this Agreement shall be deemed to be a submission to Arbitration within the meaning of the said Act including any statutory modification and/or reenactments thereof from time to time.

23.2 The venue of Arbitration shall be Bangalore and the jurisdiction will be of the courts in Bangalore. The Arbitration proceedings shall be completed within a period of four months from the date of referring the dispute. It is further agreed that the Arbitral Tribunal, if deemed necessary by it, extend the time for making the award and the parties hereto specifically consent and agree and confer on the Sole Arbitrator the right and power to extend the period of making the award as aforesaid.

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24. GENERAL PROVISIONS

- 24.1 This Agreement shall form the entire understanding between the parties and shall not be subject to modification except in writing that both the parties to this Agreement sign.
- 24.2 Nothing contained herein shall be deemed or construed as a partnership between the Owners and the Developer or a Joint Venture or an association or persons. Each party hereto shall be strictly responsible for its income, wealth, taxes and other duties.
- 24.3 All items of plant and machinery, tools and implements, stores and materials that the Developer will bring to the site for the due construction of the building will remain the exclusive Properties of the Developer at all times and it is expressly agreed and accepted that the Owners will have no claim whatsoever on all such items of plant and machinery, tools and equipment's, stores and materials at any time during the currency of this Agreement.
- 24.4 Any delay by the Owner and/or the Developer in enforcing any of the terms of this Agreement or extension of time granted to comply with such terms shall not be deemed to constitute a waiver of the Owner's and/or Developer's right to enforce their respective rights under this Agreement.
- 24.5 In the course of construction of the proposed building, the Developer shall comply with all notices or regulations issued by the competent authority and shall indemnify and keep indemnified the Owner against non-compliance of such notices, orders, requisitions and against all actions, suits and other proceedings, costs, claims and demands in respect thereto.

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24.6 The Developer assures the Owner that in the matter of construction of the proposed buildings, it shall maintain absolute quality conforming to the specifications in **Annexure I** appended to this Agreement. The Owner shall be entitled to inspect the construction of the buildings to satisfy itself regarding the standard quality specification without hampering the progress of the work.

24.7 In the event of there being possibility of additional construction on the terrace, the Developer shall have the right to exploit the same and such additional construction shall be at the cost and expense of the Developer and area sharing shall be in terms of this Agreement on such additional development. However, any decision to avail additional construction shall be jointly made before obtaining the Occupancy Certificate.

24.8 Residuary and TDR rights - All residuary rights which are not specifically referred to herein and all Transfer of Development Rights (TDR) in respect of the Schedule Properties shall belong to the Developer and Owners in the ratio of **73 percent** and **27 percent** respectively. It is clarified that in the event the Developer intends to apply TDR generated from another Properties on the Schedule Properties, it shall do so in respect of the development of the entire Schedule Properties proportionately at no additional cost to the Owner.

24.9 The Developer shall make available to the Owner one complete set of built drawings after completing construction works of the Project.

24.10 The stamp duty and registration charges on the Agreement shall be borne and paid by the Developer. The Owner shall come forward to register this Joint Development Agreement and Sale Deed/s as and when called upon to do so by the Developer in respect of units in the Developer's Allocation.

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24.11 Any notice or other communication given or made in accordance with this Agreement shall be in writing and be sent in any manner recognized by law either at the address of that party shown hereinabove or at any other address they may from time to time notify to the other party in writing as being their address for service for the purposes of this Agreement.

25. RIGHTS OF THE OWNER, DEVELOPER AND THEIR TRANSFEREES/ NOMINEES

The Owner and the Developer and their transferees/ nominees shall have the following rights in respect of their respective Allocations:

- 25.1 The Owner and the Developer and all persons authorized and permitted by them (in common with all other persons entitled, permitted or authorized to a similar right) shall have the right at all times, and for all purposes to use the staircases, passages, lifts, and common areas in the Project.
- 25.2 The right to free and uninterrupted passage of water, gas, electricity, sewage etc., from and to in respect of the Allocation through the pipes, wires, sewer lines, drains, water courses, cables, which are, or may at any time hereafter be, in, under or passing through the Project or any part thereof.
- 25.3 The right of entry and passage for the Owner and Developer and their agents or workmen to other parts of the Project at all reasonable times after notice to enter into and upon other parts of the Project for the purpose of repairs or maintenance of their respective Allocation or for repairing, cleaning, maintaining or renewing the water tanks, sewers, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other owner and making good any damage caused.

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25.4 The Owner and Developer shall have the right to use the common areas provided in the Project including pathways, open spaces, parking areas, garden areas, and other common amenities and facilities.

26. OBLIGATIONS OF THE OWNER, DEVELOPER AND THEIR TRANSFEREES/ NOMINEES

The Owner and the Developer and their transferees / nominees do hereby agree, confirm and undertake the obligations towards the other as follows:

- 26.1 They shall not at any time, either by themselves or through any of their agents, representatives, heirs, etc., carry on or cause to be carried on in their respective Allocation in or any part thereof any noisy, offensive or dangerous trade or pursuit which may or which is likely to cause in any way a nuisance, annoyance or danger to the other or their successors-in-title or the occupiers or the neighbours.
- They shall use their respective Allocation only for residential purposes.
- 26.3 They shall become and remain a member of the Association to be formed by and consisting of all the owner in the Project as stated hereinabove in Article 15.5 for the purpose of attending to matters of common interest, including repairs, maintenance, and painting and to maintain the roads, compound walls and all other common areas and maintenance of the lifts/generators/ pumps.
- 26.4 The cost and expenses for the formation of the Association shall be borne by the Owner and the Developer or their representatives, transferees/ nominees proportionately.

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26.5 They shall use all sewers, drains and water lines in, or upon, or hereafter to be erected, or installed in the Project in common with the other owner and permit free passage of water, sanitary, electrical lines, through and along the same or any of them and share with the other owner, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc., and use the same as aforesaid and/or in accordance with the rules, regulations, bye-laws and terms as may be determined by the Association.

26.6 They shall duly and punctually pay the proportionate share of the municipal taxes, rates and cesses, insurance charges, cost of maintenance and management of the Project and other charges for maintenance of services including but not limited to water, sanitation, electricity, salaries of the employees of the Association and other expenses with regard to the Project as may be determined by the Managing Committee of the Association from time to time. The liability for such share shall commence from the date of delivery of possession of the Owner's Allocation to the Owner. If the Association does not come into existence by the said date, the parties shall do so as provided for under Article 15.5 hereinabove.

26.7 They shall keep the common areas, open spaces, parking areas, passages, lifts, staircases, lobbies etc., free from obstruction and in a clean, hygienic and orderly manner and not to encroach on any common areas and not to throw or cause to be thrown thereon any waste or refuse.

26.8 They shall keep the walls, drains, pipes and other fittings in good and habitable condition so as to support and protect all parts of the Project and shall carry out any

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internal works or repairs as may be required for the upkeep of their respective Allocation.

26.9 They shall not make additions or alterations or cause damage to any portion of the Project and shall not change the outside colour scheme, outside elevation / facade or decor of the Project, otherwise than in a manner agreed to by the majority of the owners, nor shall make any alterations so as to enclose the balcony by grills, walls or by any other means and the same shall be in consonance with the design decided and fixed by the Developer.

26.10 They shall not alter or subscribe to the alteration of the name of the Project.

26.11 The Developer shall have the right to demarcate terrace areas, parking areas and basement areas out of available common areas and to allot these areas to specific owners in the Project for their exclusive use and enjoyment.

26.12 They shall not park or cause to be parked any vehicles in any part of the Project except in the parking areas specifically allotted and earmarked for each of them. After Date of Completion of the Project and after obtaining possession of their respective Allocations, the Developer may set apart or demarcate any part of the common area as a parking lot for visitors and two wheelers, ensuring however, that such parking by visitors does not cause any inconvenience to the owner.

26.13 This Joint Development Agreement supersedes and replaces any and all previous agreements between the parties.

27. AMENDMENT

This Agreement may be amended only by a written document duly executed between the parties.

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THE SCHEDULE ABOVE REFERRED TO

ITEM NO.1:

ALL THAT PIECE AND PARCEL of the converted land in Survey No.56/1 [Old No.56], measuring to an extent of 1 acre 19 Guntas and Karab land 11.08 guntas, in total 1 acre 30.08 Guntas, [vide Conversion Order A.L.N.(A)(S).SR.156/2022-23, dated 28.12.2022, issued by the office of Deputy Commissioner, Bangalore Urban District, Bangalore], situated at Booragunte Village, Sarjapura Hobli, Anekal Taluk, , Bangalore Urban District, Bangalore and bounded on the;

East by

Land in survey No. 55;

West by

Road;

North by

Land in survey No. 56/2;

South by

Road.

ITEM NO.2:

ALL THAT PIECE AND PARCEL of the converted land in Survey No.56/2 [Old No.56], measuring to an extent of 1 acre 19 Guntas and Karab land 3.08 guntas, in total 1 acre 22.08 Guntas, [vide Conversion Order A.L.N.(A)(S).SR.157/2022-23, dated 28.12.2022, issued by the office of Deputy Commissioner, Bangalore Urban District, Bangalore Judan District, Bangalore and bounded on the;

East by

Land in survey No. 55;

West by

Road;

North by

Land in survey No. 56/3;

South by

Land in survey No. 56/1;
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IN WITNESS WHEREOF, the parties hereto have set their respective hands to these presents on the day, month and year first above written.

Witnesses:

1. Signature

Name

Address

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(Mr. RAMJEE YOGASUNDARAM)
OWNERS/FIRST PARTY

M/s BHP HOUSING

Represented by its Partners

Hausha

(Ms. SURINENI BHAYISHAL

(Mr. A RAMAKRISHNA NAIDU)

DEVELOPER/SECOND PARTY

Signature Name

Address

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Drafted by:

R PRASANNA KUMAR LICENSED DEED WRITER DWL No:16/07-08 ANEKAL-562 106 ಈ ದಸ್ತಾರ್ವೆಯ ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ ನ(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ANNEXURE - I

[Specifications]

1. Structure

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[Specifications

2. Walls

RCC Frame structure with Solid Blocks Walls.

6" thick cement Solid Blocks exterior walls and

4" thick cement solid block for internal walls,

3. Doors

Main Door-Teak Wood frame with

compressed Modular Doorand remaining Doors - Sal Wood

frame with Modular Doors.

4. Windows

Alluminium/UPVC Window with safety Grills.

5. Flooring

Vitrified Flooring in all rooms and 4" Skirting.

Living and Dining Area

6. Kitchen

30 mm Granite top and stainless steel sink.

Platform

Glazed tiles dado up to 2 feet Height above

the Platform.

7. Toilets

7 Feet height tiles dado

common toilet with E.W.C. & attached toilets E.W.C with flush tank and provision for geyser

other necessary C.P. fittings with Cera /

Hindware / Equality for toilets.

8. Electrical Work Concealed copper anchor or equivalent

wiring with Anchor Roma modular switches

or Equivalent with adequate lighting and fan

Power points.

For RAM PRASAD HOUSING

5 frasid Nach

PARTNER'S

For RAM PRASAD HOUSING

For M/S BHP HOUSING

Dartner

For M/S BHP HOUSING

27

A. Romathanovier

Partners

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ 5(೨) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ದಸ್ತಾವೇಜು ಹಾಳ Document Sheet



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

BOOK-1 CONTAINING TOTAL SHE

(GST EXTRA)

9. Plastering

:

:

1:5 C.M. with lime rendering smooth finish

and external smooth sponge finish cement plastering.

10.Paint

Inside One coat of primer with two coats Asian Emulsion

paints and out side one coat of primer two coats cement paints Apex and Enamel paints or Wood Polish to doors and

window grills.

11. T.V & Telphone :

Individual TV and Telephone

points

points in Main Hall and all Bed Rooms and A.C. point in all

Bed Room, Living and Dining.

12. Compound Wall:

Steel Gates shall be provided East Flat

& Gate

depending upon convenience of parking.

13. Water

24 hours water deep tube well.

14. Parapet wall:

3 Feet.

15. UndergroundSump:

Borewell Water.

16. Common overhead

Tank

4 Tanks 2000 Liters.

17. Common Lift

6 Person.

18. Generator

Power Backup for all common areas and one KVT for each flat

For RAM PRASAD HOUSING

5 / Lowellach

For M/S BHP HOUSING

Partners

For RAM PRASAD HOUSING

PARTNER'S

For M/S BHP HOUSING

A. Rangey Marin

Partners