

Handwritten notes and signatures on a document, including a signature at the top, a date "11/11/11", and a signature "H. S. [unclear]" in the center. At the bottom, there is a stamp that reads "7 Main Street" and a signature "H. S. [unclear]".

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BHC (P) VISA /... 5178... 2010-2011 | 2-27

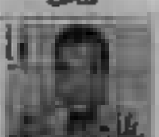
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ಕುಟುಂಬ ಕಡ್ಡೆ 5178

ಈ ಕಡ್ಡೆಯಲ್ಲಿ ಲೇಖನದ ವಿವರಗಳು ಕೆಳಕಂಡಂತಿವೆ: 31-03-2011 ರಂತೆ (US 09 4719.4) ನಲ್ಲಿ ಈ ಕಡ್ಡೆ ಸಿದ್ಧಪಡಿಸಲಾಗಿದೆ

ಕ್ರ. ಸಂ.	ವಿವರ	ಮೊ. 4
1	ಸೇವಾ ವಿ. ಸಂ.	2000.00
2	ಸೇವಾ ವಿ. ಸಂ.	900.00
3	ಸೇವಾ ವಿ. ಸಂ.	200.00
4	ಸೇವಾ ವಿ. ಸಂ.	200.00
	ಒಟ್ಟು	3300.00

By M/s Red Coral Properties Rep by its managing Partner Sd. Kusthal Raj Gulachar (ಸಹಕಾರಿ ಸಂಸ್ಥೆಯ ಅಧ್ಯಕ್ಷರು)

ವಿವರ	ಚಿತ್ರ	ಹಸ್ತಾಕ್ಷರ	ಸಹಿ
M/s Red Coral Properties Rep by its managing Partner, Sd. Kusthal Raj Gulachar			For RED CORAL PROPERTIES Partner

ಹಿರಿಯ ಅಧ್ಯಕ್ಷರ ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
ಯಾಕೂಬ್ ಮೊಹಮ್ಮದ್

ಅಧ್ಯಕ್ಷರ ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
ಯಾಕೂಬ್ ಮೊಹಮ್ಮದ್

ಕ್ರ. ಸಂ.	ವಿವರ	ಚಿತ್ರ	ಹಸ್ತಾಕ್ಷರ	ಸಹಿ
1	M/s Red Coral Properties Rep by its managing Partner, Sd. Kusthal Raj Gulachar			For RED CORAL PROPERTIES Partner
2	Sd. Kusthal Raj Gulachar (ಸಹಕಾರಿ ಸಂಸ್ಥೆಯ ಅಧ್ಯಕ್ಷರು)			L.T.M

ಹಿರಿಯ ಅಧ್ಯಕ್ಷರ ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
ಯಾಕೂಬ್ ಮೊಹಮ್ಮದ್

ಕ್ರ. ಸಂ.	ಹೆಸರು	ಚಿತ್ರ	ಚಿತ್ರ	ಹೆಸರು
1	Dr. Shiva Lakshminarayana Murthy (ಮದ್ರಾಸು-2010)			Shiva
2	Dr. Ramesh Lakshminarayana Murthy (ಮದ್ರಾಸು-2010)			Ramesh
3	Dr. K. V. V. Murthy Murthy (ಮದ್ರಾಸು-2010)			K. V. V.
4	Dr. K. V. V. Murthy Murthy (ಮದ್ರಾಸು-2010)			K. V. V.
5	Dr. K. V. V. Murthy Murthy (ಮದ್ರಾಸು-2010)			K. V. V.

ಹಿರಿಯ ಸಾಂಸ್ಕೃತಿಕ ವಿದ್ವಾಂಸರು
 ಯಶಸ್ವಿ, ಬೆಂಗಳೂರು

ಗೌರವಾನ್ವಿತರ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ, ಸಂಖ್ಯೆ, ದಿನಾಂಕ	ಹೆಸರು
1	V. Anantharajulu No. 14, Subbaraj Police Moh Road, Stone	V. Anantharajulu
2	M. Anjanappa J.P. Nagar, Stone	M. ANJANAPPA

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಯಲಹಂಕ, ಬೆಂಗಳೂರು

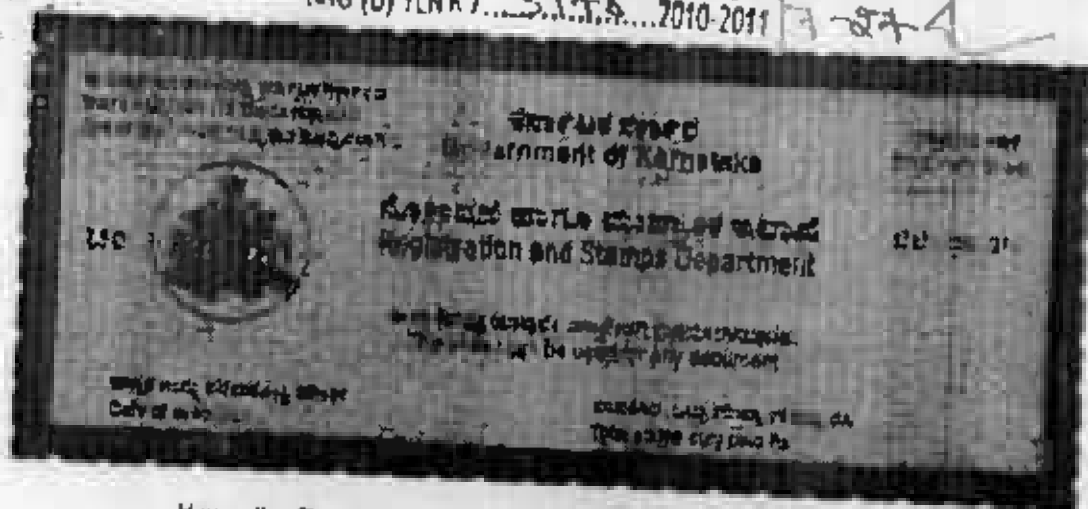
ಶಿಕ್ಷಣ ಮತ್ತು ಸಂಸ್ಕೃತಿ
ಸಂಖ್ಯೆ YAN-1-05178-2010-11
ಸಿ.ಆರ್. ಸಂಖ್ಯೆ YAN-352
ದಿನಾಂಕ 31.03.2011 ರಂದು ಮುಚ್ಚಿರಬೇಕು

9/3/2011

ಯಲಹಂಕ, ಬೆಂಗಳೂರು



Designed and Developed by C-DAC, Bangalore
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಯಲಹಂಕ, ಬೆಂಗಳೂರು.



Hence the First Party herein acquired the absolute right, title and interest in respect of the Schedule Property as mentioned above and have 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. In the manner aforesaid the First Party herein has become absolute owner in respect of the Schedule Property. Hence, in the manner aforesaid the First Party herein have acquired absolute right, title and interest in respect of the Schedule Property.

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

WHEREAS, the First Party are not having the necessary expertise and resources for converting the schedule property, developing and constructing the buildings / flats 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 by constructing the residential apartments after conversion of the same for non-agricultural residential purpose and marketing the same owned 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 agree to 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 80% 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 80% of the Built-up area constructed in the Schedule Property, in favour of the Second Party or their nominees for the consideration mentioned hereinafter, only after conversion of the same for non-agricultural residential purpose. The possession of the schedule property is retained by the First Party and the same would be handed over only after conversion of the same for non agricultural residential purpose for the purpose of development.

For RED CORAL PROPERTIES

[Signature]

[Signature]
The Applicant
[Signature]



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GOVERNMENT OF KARNATAKA

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
 Government of Karnataka
 Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಸ್ಟಾಂಪ್ ಅಕ್ಟಿನ ಅಡಿಯಲ್ಲಿ 10 ಎ ಅಂಕದ ಪ್ರಮಾಣ ಪತ್ರ

By M/s Red Coral Properties Rep by its managing Partner, Sri. Raghav Raj Gulocha . value
 150100.00 ದಾಖಲಾತಿಗೆ ವಿಶೇಷ ದಾಖಲಾತಿ ಶುಲ್ಕವನ್ನು ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಿ

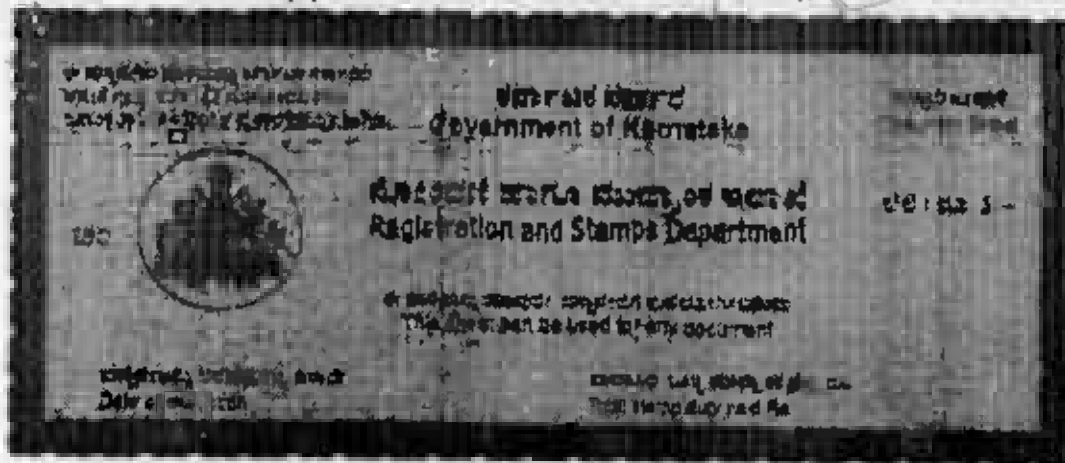
ವಿವರ	ಮೊತ್ತ (ರೂ.)	ಮೂಲ ದಾಖಲಾತಿ ವಿವರ
ಮೊತ್ತ ಪಾವತಿ	150000.00	DO No. 207385, Dt. 31/03/2011, Drawn on Andhra Bank, B'lore
ಪಾವತಿ ವಿವರ	100.00	Paid by Cash
ಒಟ್ಟು :	150100.00	

ಸ್ಥಳ : ಬೆಂಗಳೂರು

ದಿನಾಂಕ : 31/03/2011

ಹಿರಿಯ ಕಾರ್ಯದರ್ಶಿ, ಸ್ಟಾಂಪ್ ಮತ್ತು
 ರಿಜಿಸ್ಟ್ರಾರ್, ಬೆಂಗಳೂರು.

Designed and Developed by G-DAC ACTS Pune.



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 60% undivided right, title and interest in the Schedule Property and permitting the Second Party to construct and sell the 60% of the Built-up Area with 60% 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 40% of the total super built up area constructed by the Second Party along with proportionate Parking Area, which shall be a part and parcel of this Agreement. The said 40% super built up area and the parking area of 40% 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 coming to the share of Second Party. The remaining 60% super built up area and the parking area of 60% constructed in the Schedule Property along with 60% 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. However, the terms of this agreement shall come into force only after conversion of the schedule property for non-agricultural residential purpose.

b) It is mutually agreed between the parties hereto that the Second Party shall pay refundable security deposit amount of Rs.95,00,000/- (Rupees Ninety Five Lakhs 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

Cheque bearing No.432458 dated 14-08-2010 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) drawn in favour of Sri. Muniyammappa at the instructions of all other members of the First Party.

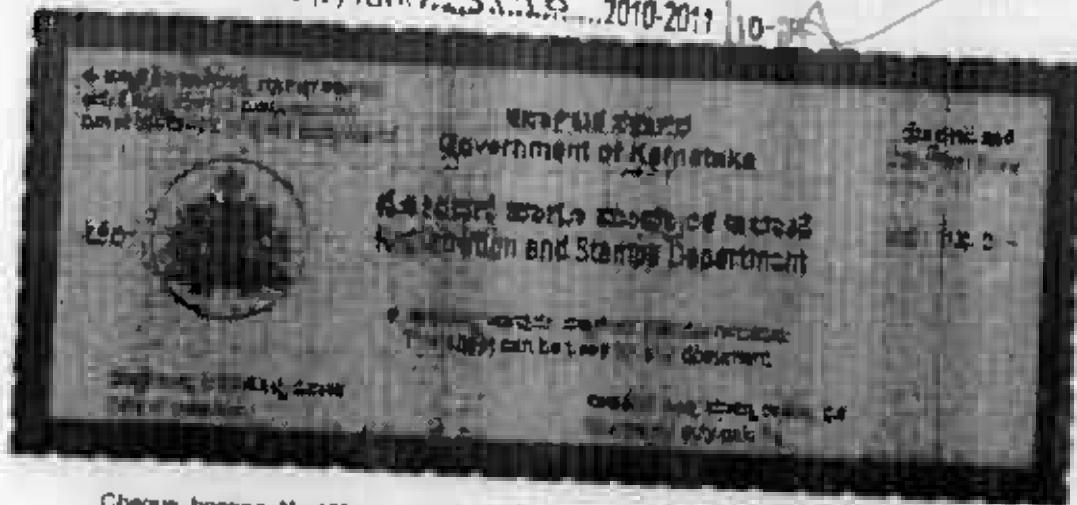
Cheque bearing No.432459 dated 14-08-2010 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) drawn in favour of Sri. Shivalakshmanan at the instructions of all other members of the First Party.

For HEAD OF THE FIRST PARTIES
Muniyammappa

This is the
Signature of
Muniyammappa

of Muniyammappa

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15-12-10
ಶ್ರೀ ಮುನಿಯಮ್ಮಪ್ಪ



Cheque bearing No.432460 dated 14-08-2010 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) drawn in favour of Sri. Thimmesha Prabhu at the instructions of all other members of the First Party

Cheque bearing No.432461 dated 14-08-2010 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs only) drawn in favour of Sri. M. Vajay Kumar at the instructions of all other members of the First Party

Cheque bearing No.444828 dated 11-02-2011 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) drawn in favour of Sri. Thimmesha Prabhu at the instructions of all other members of the First Party

Cheque bearing No.000002 dated 31-03-2011 drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore for a sum of Rs. 30,000/- (Rupees Thirty Thousand Only) drawn in favour of Sri. Shivalakshmana at the instructions of all other members of the First Party

The First Party hereby acknowledge the receipt of the said sum of Rs.55,30,000/- (Rupees Fifty Five Lakhs Thirty Thousand Only) paid by the Second Party to the First Party paid in the manner above said.

The Second Party shall pay the balance amount of Rs. 39,70,000/- (Rupees Thirty Nine Lakhs Seventy Thousand Only) shall be paid on obtaining the conversion order in respect of the Schedule Property.

The First Party shall refund the said entire 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.95,00,000/- (Rupees Ninety Five Lakhs 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.

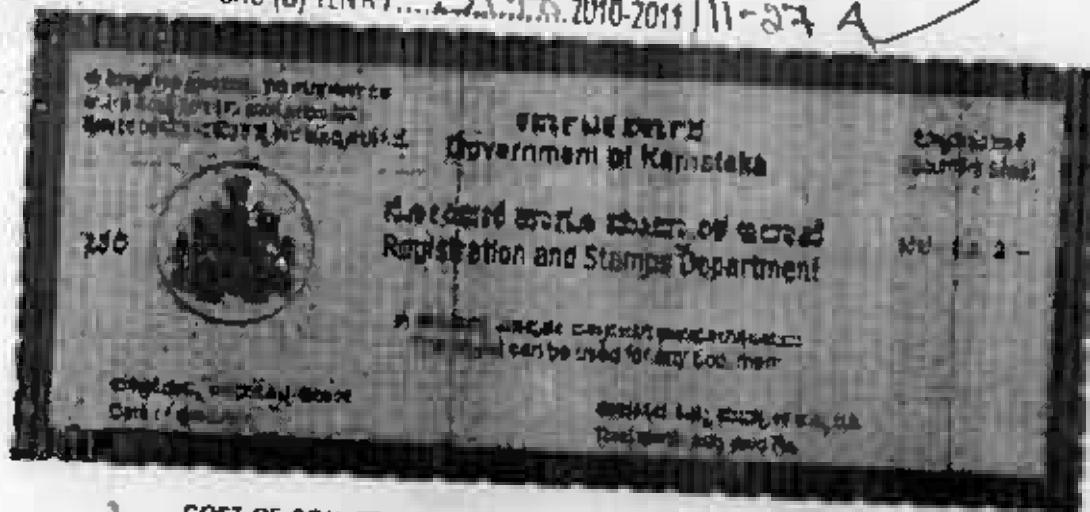
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3. COST OF CONSTRUCTION

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

The Second Party shall bear the conversion charges and expenses incurred for converting the Schedule Property from agriculture to Non Agricultural Residential Purpose and also pay the Katha Registration expenses. The Second Party shall pay the deposits, charges expenses, with the KPTCL / BWSSB including to the share of the first party.

The Second Party shall be entitled to the remaining 60% of the built up area with undivided 60% 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 60% in the built up area with 60% 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 therefrom. 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, 60% shall be paid by the Second Party and 40% shall be paid by the First Party. However, the terms of this agreement shall come into force only after conversion of the schedule property for non-agricultural residential purpose.

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 floor.

4. EXPENSES BORNE BY THE FIRST PARTY:

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

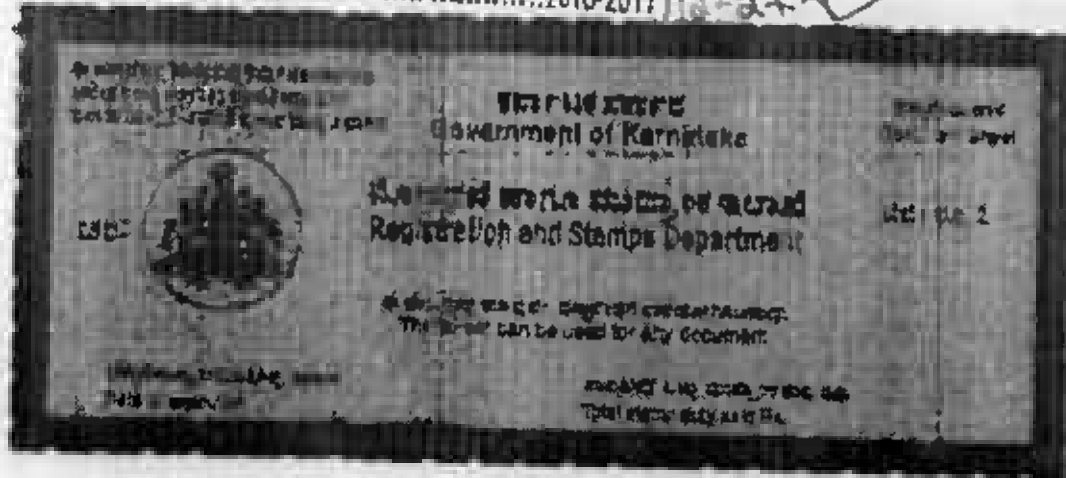
For RED CORNER PROPERTIES
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- (i) Any applicable tax, if any, leviable on the Owners Constructed Area under any law including VAT/Service Tax, incidental expenses connected therewith in relation to First Party Constructed Area.
- (ii) Any extra work or facility apart from the standard specifications as agreed by the Second Party 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 Reformation 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:

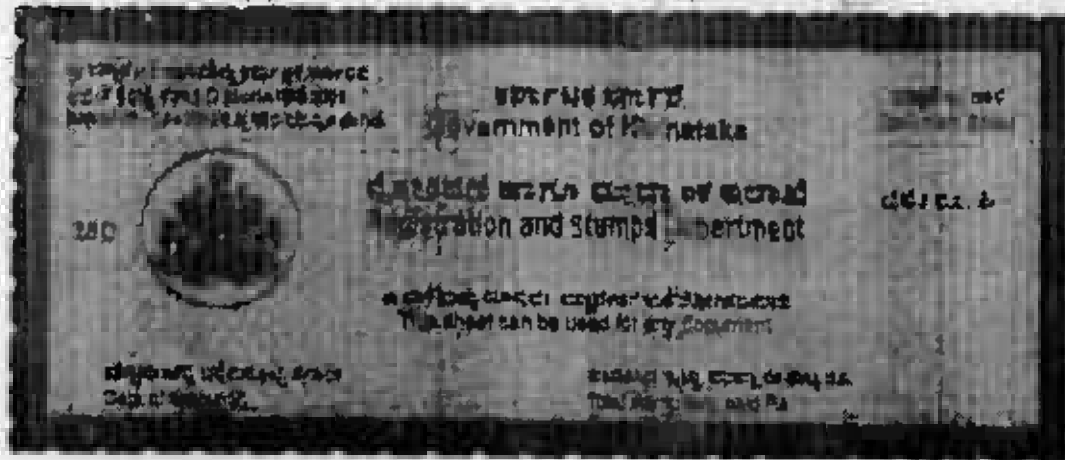
a) The Second Party hereby agrees to deliver the possession of the constructed area in Schedule A Property to the First Party within a stipulated period of 36 (Thirty Six) months from the date of obtaining the commencement certificate after conversion of the schedule property for non-agricultural purpose and after obtaining the plan sanction. 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 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.

For SELLER'S PARTIES



For Buyer's Part-



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 lacunae / 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 or in case of any claims by the labourers, contractors, etc., and the Second Party alone are answerable to such claims.

(c) In case of any defect in the title of the Schedule Property or in case of any claims received by any third parties the First Party are duty bound to settle and answer all such claims. In case such claims or disputes are not settled the Second party is at liberty to stop the development work, in which event the time fixed for the development as per the terms of this agreement shall stand extended till resolution of such disputes or claims as the case may be. Further, in case any such dispute or claims are not settled within a period of 3 (three) months the Second Party, at his discretion settle such dispute at the cost of the First Party and recover such costs out of the saleable area falling to the share of the First Party at Schedule A Property on the strength of the GPA executed in pursuance of this Joint Development Agreement. Further, the First Party unconditionally undertake to indemnify the Second Party in case of any defect or lacuna or encumbrance etc., in respect of the Schedule Property to the entire extent of the loss caused to the Second Party along with the cost of the development incurred along with other incidental expenses.

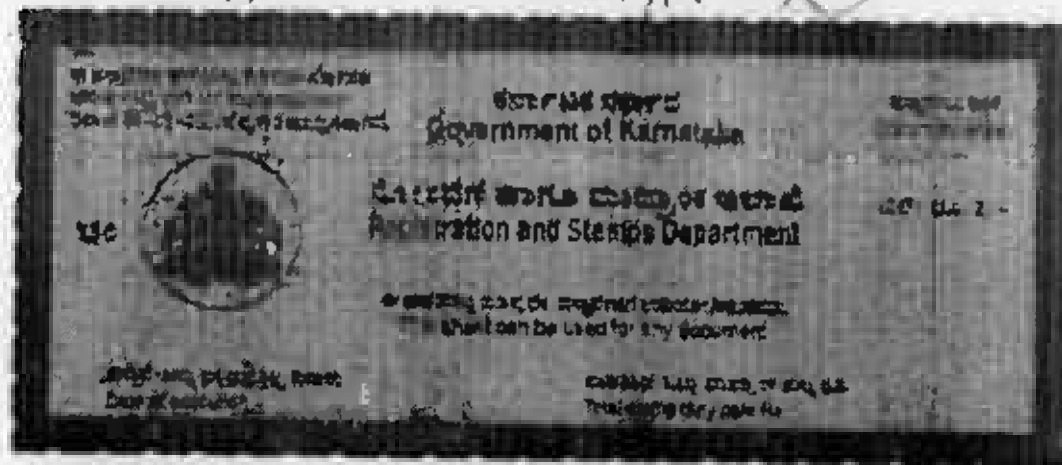
7. SALE OF SECOND PARTY'S SHARE

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

For RED CORAL PROPERTIES
Partner

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nominees, in respect of the share of the Second Parties to the extent of 60% of the built up area along with corresponding 60% undivided right, title and interest in the Schedule Property. However, the terms of this agreement shall come into force only after conversion of the schedule property for non-agricultural residential purpose.

b) The necessary stamp duty, registration fee, Preparation fees for execution of the said deeds/agreements in respect of said 60% share of the Second Party and 40% share of the First Party shall be borne by the said purchasers / nominees of the respective parties.

8. TAXES, MAINTENANCE DEPOSITS ETC.:

a) 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.

b) 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 tenantable 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 nominees 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:

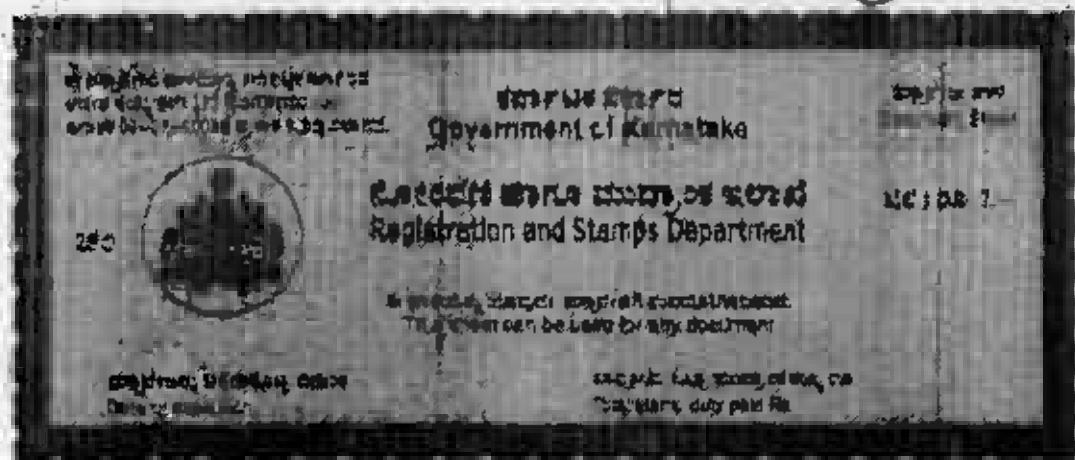
a) The First Party shall execute irrevocable registered GPA in favour of Second Party or their employee to enable the Second Party to obtain licences, sanctioned plan, represent before the BDM, BDA, KPTCL, BWSSB, Government, and other Governmental / Quasi-Governmental authorities, and to enter into agreement of sale and convey mortgage/ allocate the 60% undivided right, title, and interest in the Schedule Property.

FOR RED CORAL PROPERTIES

[Signature]
Partner

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of main Shruppa



- b) The First Party shall sign and execute necessary applications, documents, papers necessary for vesting legally the 60% 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.
- 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 60% 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.

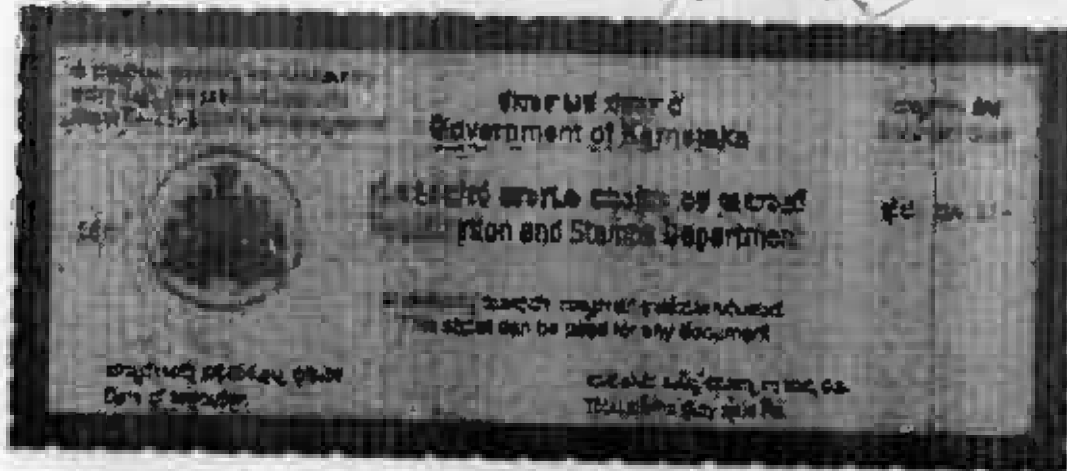
b) The prospective purchasers identified by the Second Party may seek financial assistance for acquiring the constructed area in the Building and the corresponding

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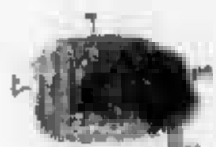
undivided share in the land comprised in the Schedule Property and for that purpose, if required, the First Party hereby undertake to give such permission / no objection as may be required from such financial institutions

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) The First Party shall come and execute the Deed of Sharing of Apartments within 30 days 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. 40% 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 floor-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.
- c) If the apartments / units can not be fragmented to enable the First Party to retain exactly 40% of the constructed area, the First Party shall be entitled to such number of apartments whose super built up area shall be nearer to 40% of the total super built-up area constructed in the Schedule Property. If the total super built area, of the First Party

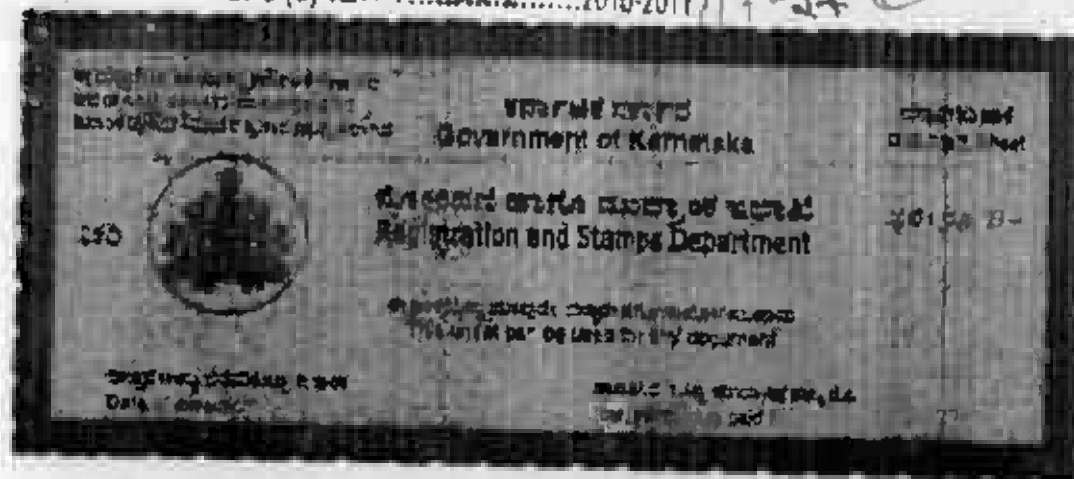
For RED CORAL PROPERTIES

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Partner



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of Mr. S. S. S.

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Shankar



Constructed Area falls short of 40% 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 40% 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 name of the Apartment Building shall be decided by the Second party.

15. 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 on mutual consent of the both parties, 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.

16. JURISDICTION:

Jurisdiction for legal matters shall be the courts in Bangalore.

17. 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** : Aluminium / MS Windows with Safety Grills.

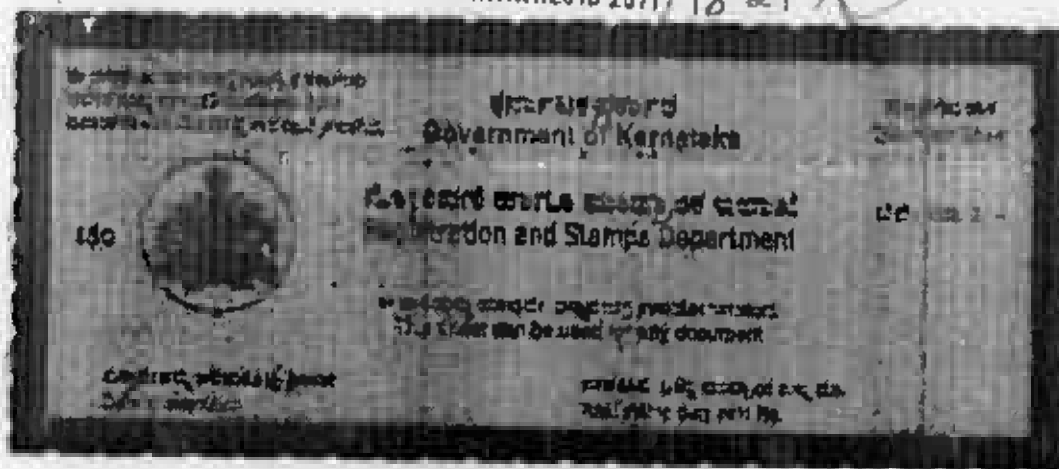
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- i) FLOORINGS : Vitrified / Ceramic Tiles.
- g) KITCHEN : Flooring with Anti-skid Tiles, cooking platform in polished granite with granite / steel sink.
- h) TOILETS : Flooring with Anti-skid Ceramic Tiles and glazed tiles dado with necessary fixtures and fittings.
- i) PAINTINGS : DBD, 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 authorized or permitted by the Apartment Owner (in common with all other persons entitled, permitted or authorized to the 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 subadjacent 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.

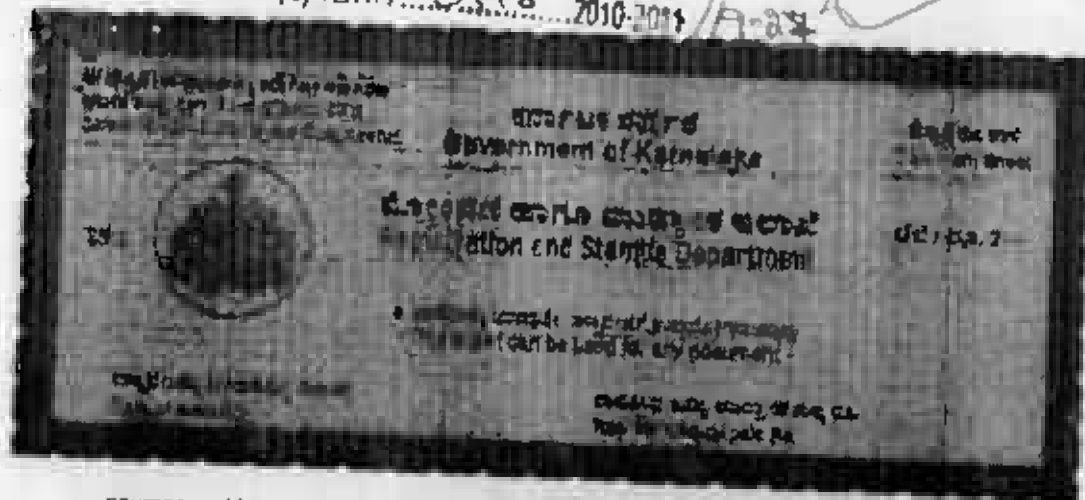
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courses, cables, which are now or may at any time hereafter be, in, under or passing through the said Building or any part thereof by the Schedule Property

(e) Right to lay cables or wires for radio, television, telephone and such other installations, in any part of the said Building, however recognizing 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, clearing, 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

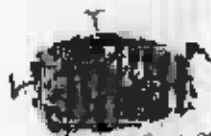
(m) Right to make use of the Apartments for residential purposes only.

OBLIGATIONS ON THE PART OF APARTMENT OWNERS

(a) Not to raise any construction in addition to the Apartment allotted.

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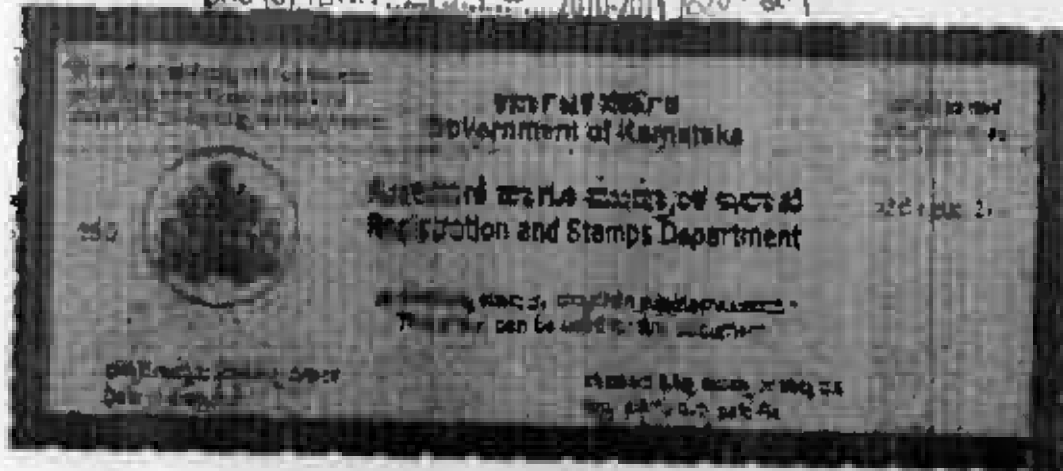
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Partner



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Managing Partner

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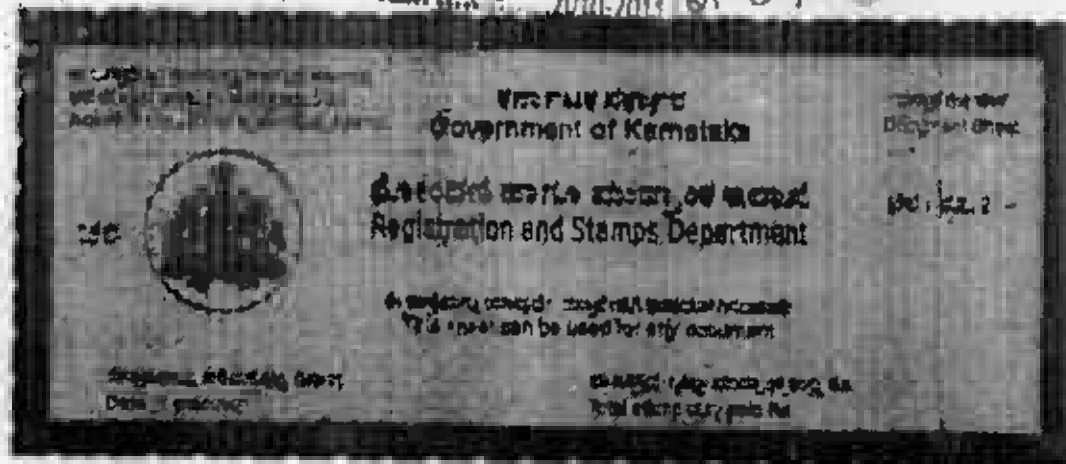
- (b) Not to use or permit the use of the Apartment in a manner which would diminish the value of the utility in the Schedule Property or any construction made thereon
- (c) Not to use the space in the land left open after the construction of the said Building thereon for parking any vehicle or to use 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 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

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Partner

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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 Apartment at his/her own cost in a good and tenable repair and condition and shall not do or suffer to be done anything in or to his/her 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 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.

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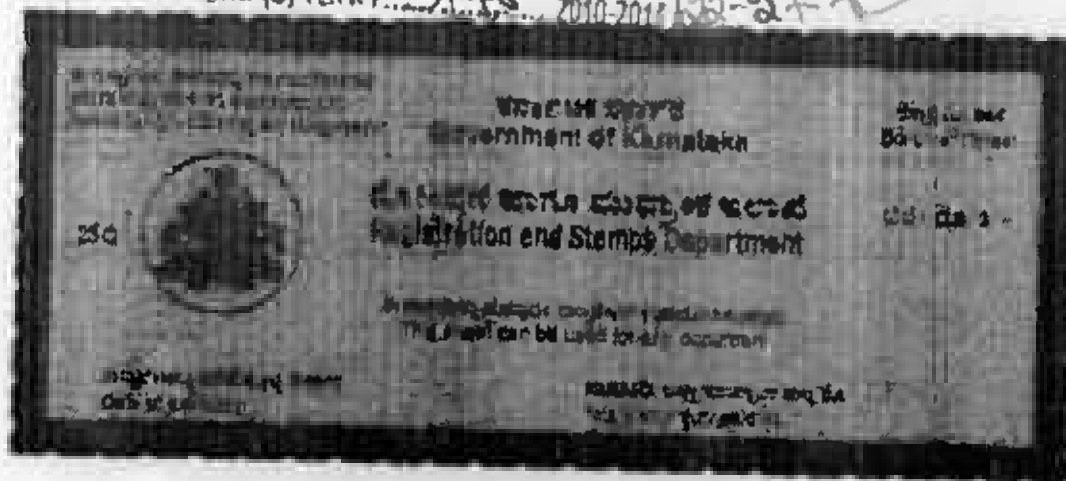
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(ii) No sign board, hoarding or any other logo or sign shall be put up by the Apartment Owner on the exterior of the said Building or on the outer wall of the Apartment.

(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.

(vi) 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, sewerage 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.

(vii) 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.

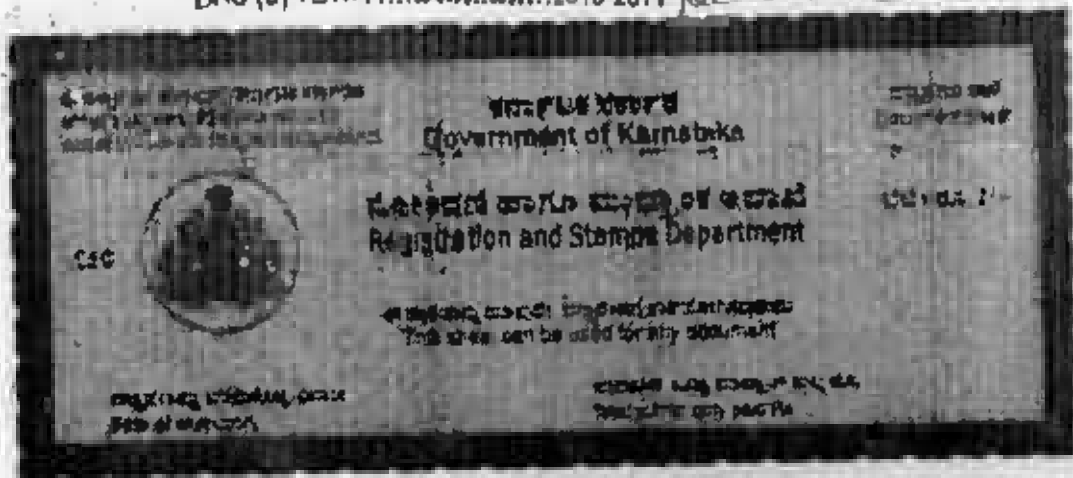
(viii) The Apartment Owner shall be aware that the exclusive right of use of car parking space in Ground level will be allotted by the Developer to the various Apartment Owners and that the right of use so allotted shall vest solely in the respective Apartment Owner to whom it is allotted, notwithstanding that reserved car parking space forms part

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of Red Coral Properties

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of Red Coral Properties



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 exclusive right of use of terrace area/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 occupants 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.

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Owner

[Signature]
The representative



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(vii) Bring inside or park in the Schedule Property any lorry or any heavy vehicles

(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

(e) 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.

(f) 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

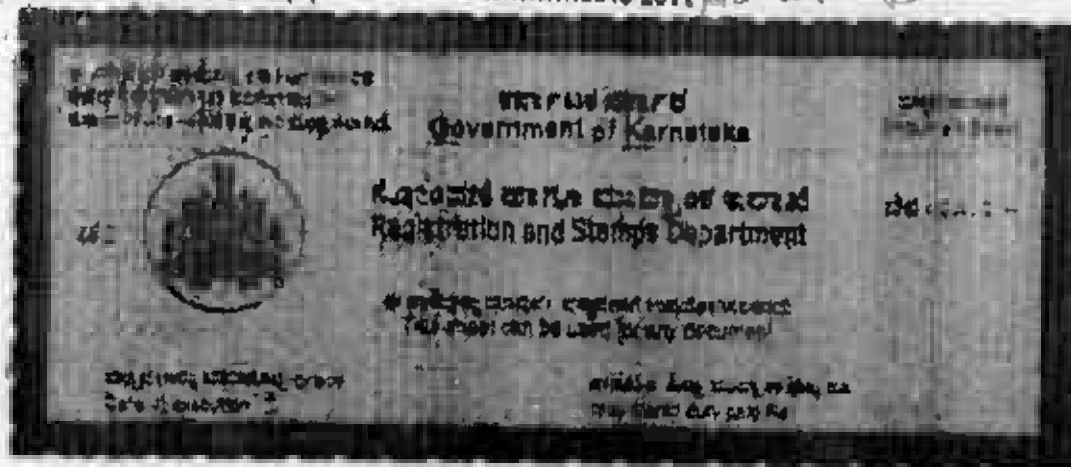
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Partner

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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.

(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

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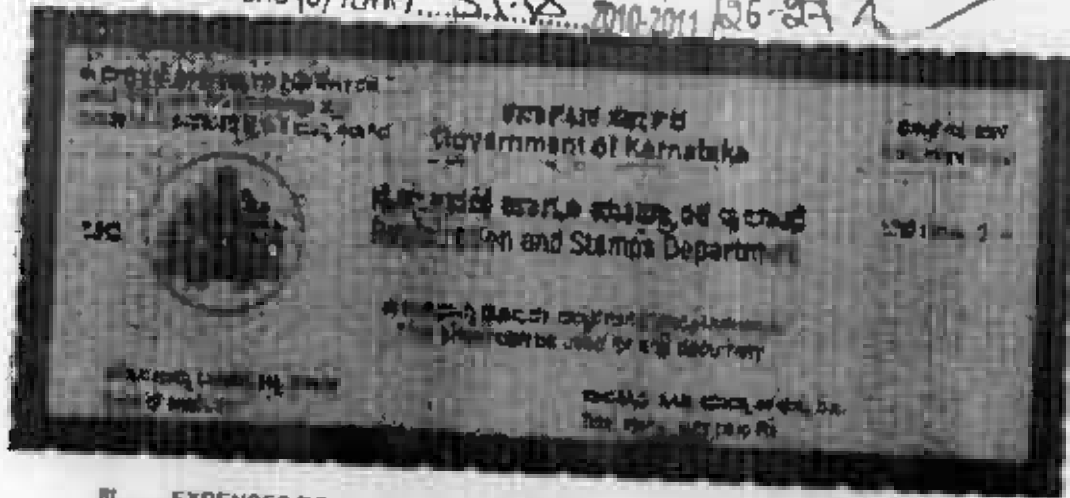
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Partner

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The Apartment
Owner



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II 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 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 thereof, 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

As that piece and parcel of the property bearing Sy.No.114/1 measuring 1 Acre 13 Guntas situated at Kogilu Village, Yelahanka Hobli, Bangalore North Taluk and which is bounded on

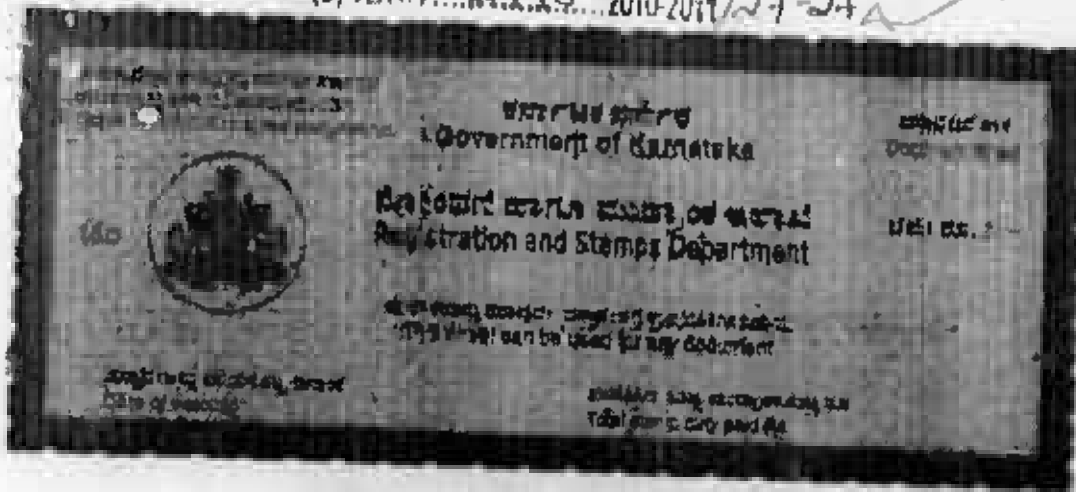
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| East by | : Property in Sy. No. 114/1 |
| West by | : Road & Remaining Portion of Sy. No. 114/1 |
| North by | : Grammethang |
| South by | : Property in Sy. No. 113 |

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

All that piece and parcel of 40% right, title and interest in the Super Built-up Area constructed in the Schedule Property, along with right to retain 40% undivided right, title and interest in the land along with common rights in common area, amenities, and 40% car parking area.

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

All that piece and parcel of 60% undivided right, title and interest in the Schedule Property along with rights to put up residential flats / units and sell 60% of the Super Built-up Area constructed in the Schedule Property along with common rights in common area and amenities and 60% car parking area.

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.

CONSENTING WITNESSES

1. *Buddha* (*Buddha*)
2. *Soma* (*Soma*)

WITNESSES:

1. *Buddha* (*VENKATESH REDDY*)
2. *M. ANJANA APPA* (*S.P. Prasad*)

attested by
S. S. Reddy
Advocate
Bangalore
Chartered Accountant, Bangalore - 560 016

FIRST PARTY
FOR RED CORAL PROPERTIES
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SECOND PARTY

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ಇದು ಸಹಾಯಕರಾದ ದಿನಾಂಕ 8/11/16
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ಇದು ಮರಣೋತ್ತರ ದಿನಾಂಕ 9/11/16
ಇದಕ್ಕಾಗಿ

U/S 10A of K.S.A. 1957 ರ
ಪ್ರಕಾರ ರೂ 10/- (ತಕ್ಕ ದಾಖಲೆಗಳಿಗೆ)
8/11/16 ರಂದು ವಸೂಲಿ ಮಾಡಿದವರು

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಯಲಹಂಕ, ಬೆಂಗಳೂರು



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