

ಇದರಲ್ಲಿ 25.3.2015 ರಲ್ಲಿ ಮಾಡಿದ
1. ಸಿ. ಶ್ರೀ ಮಹಾದೇವ ಸುಬ್ಬಯ್ಯ I

I-6099/15-16

2015-2016



JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is made and executed on this the Nineteenth day of October Two Thousand and Fifteen (19-10-2015) at Bengaluru.

BETWEEN:

PARTIES TO THE UNDERSTANDING:

Sri.V.CHITTI BABU,
Aged about 47 years,
S/o Sri.V.Varadarajulu Naidu,
R/a No:18, B.K.Complex, 21st Main Road,
Banashankari - 2nd Stage, oppo' BDA Complex,
Bangalore - 560 070.
PAN No: AERPB7968R

Hereinafter referred to wherever the context permits as "FIRST PARTY" which expression shall mean and include his heirs, legal representatives and successors in interest;

M/s MARS BUILDERS

(PAN No.AAPFM1596A)

A registered Partnership Firm, Having its business office at No.1038/1, 240/7, Mars Meadows apt #1, 60ft Main Road, Vinayaka Nagar, Behind RR Nagar Police Station, Rajarajeshwarinagar, Bangalore-98.

Represented by its authorized Partners

1. Sri NARESH KUMAR H
2. Sri MANISH JAIN

Hereinafter referred to wherever the context permits as "SECOND PARTY" which expression shall mean and include all his heirs, legal representatives and successors in interest.

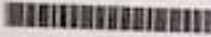
WITNESSETH AS FOLLOWS:

WHEREAS the First party namely Sri. V.Chitti Babu is the sole and absolute owner of the residentially converted Land property bearing Old Sy. No:7, Re-Sy.No:157, Further phodi Re-Sy.No:157/2, measuring to an extent of 00-24 guntas, and the property is situated at Hosakerehalli village, Uttarahalli

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮೊಂಡವಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

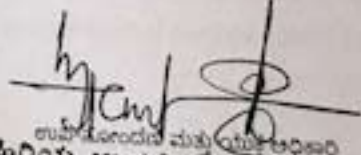
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s MARS BUILDERS represented by its authorized Partner Sri NARESH KUMAR.H .
ಇವರು 1597000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಕುಳ್ಳಿವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆದೇಶ	1597000.00	P.O.No.001272 Dated 19/10/2015 Issued by AXIS BANK LTD, Bangalore
ಒಟ್ಟು :	1597000.00	

ಸ್ಥಳ : ಬಾಹುಬಲಿ

ದಿನಾಂಕ : 19/10/2015


ಉಪನಿರ್ದೇಶಕರು ಮತ್ತು ಸಹಾಯಕ ನಿರ್ದೇಶಕರು
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಬಸವನಗುಡಿ (ಬಾಹುಬಲಿ),
ಬೆಂಗಳೂರು.

Designed and Developed by C-DAC ACTS Pune.

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4) ADDITIONAL F.A.R.:

- 4.1) In the event of additional F.A.R. is available for construction in future, the second party shall have the right to put up the additional construction. The second party/Developer & the first party/owner would be entitled to such additional FAR proportionate to their respective share.
- 4.2) In the event of acquiring TDR, the First party/Owner shall pass it on to the second party/developer by way of DRC and the developer & the owner shall be entitled to TDR/DRC. The permissible FAR is 1.75

5) PERMISSIVE POSSESSION:

- 5.1) The First party has this day put the Developer in permissive possession of the 'A' and 'B' Schedule property.
- 5.2) The First party hereby permit entry to the Developer into the 'A' and 'B' schedule property as per the contract, granting the Developer or his nominee/s the right to construct in terms of this Agreement for Joint Development.

6) COMMENCEMENT OF DEVELOPMENTAL WORK AND AMENITIES:

- 6.1) The Developer shall commence the construction work on the 'A' and 'B' schedule property within 15 days from the date of approval of the plan/issuance of commencement certificate.
- 6.2) The Developer shall secure the approval of the First party with regard to the type and quality of materials to be used for the entire construction and the Developer shall provide similar facilities and maintain the same quality in respect of the entire apartments.
- 6.3) The work of development shall be as per the specifications formulated by the Developer and such specifications shall be for the share of both the First party and the Developer.

7) MOBILIZATION OF WORK FORCE AND PAYMENT:

- 7.1) The Developer at his own cost and expense mobilize the work force necessary to carry out the work undertaken by him as hereunder. The Developer shall meet the cost of construction materials and shall be solely responsible for the payment of wages to the labourers as employed by him for execution of construction work undertaken by him under this Agreement. The First party shall in no way be liable to make payments or compensate the labourers for any injuries or loss sustained to the labourers employed by the Developer.
- 7.2) The Owner will not interfere and will render necessary assistance if the Developer enters into Joint development agreement with other people or enter into allied venture to complete the above project.

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saleable super built up area of the apartments of the First party and the Developer fall short of their respective share in the super built up area, the parties hereto mutually agree to pay the other party for such financial shortfall as mutually agreed to between them.

10.5) The sharing is based on actual measurement available after construction.

11). EXECUTION OF DOCUMENTS:

11.1) On signing the Development Agreement, the First party shall execute all such papers and documents required for the purpose of securing plan sanction from the competent authority, Bangalore Water supply and Sewage Board, Airport Authority of India, Fire Department, Bangalore Electricity Supply Company Ltd., Karnataka State Pollution Control Board, State Environment Impact Assessment Authority or such other Authorities for getting permissions and sanctions, for the effective development and completion of the project.

12). POWER TO SELL UNDIVIDED SHARE AND CONVEYANCE:

12.1) The Developer shall be entitled to enter into agreement of sale in respect of their share only in 'D' schedule property.
12.2) The stamp duty and registration fees and all connected expenses for registration of the Joint Development agreement shall be borne by the Developer.

13). CUSTODY OF ORIGINAL TITLE DEEDS:

The First party shall hand over all the original documents of title to the second party

14). BORROWINGS:

14.1) The Developer shall be entitled to create or encumber the 'A' and 'B' schedule property and the building thereon
14.2) The First party shall give his express consent to the Developer for raising any loan from financial institutions or other parties for the completion of the Apartment building if necessary to the extent of 60% share of the Developer, in the project and 60% undivided interest in the land subject to clause 14.1. The developer shall utilize such loan if any raised only for the purpose of completion of this project.

15). FIRST PARTY'S ASSOCIATION:

The First party and the Developer and/or the transferees or their successors-in-title shall, along with the other occupants of the building, become members of the Association to be formed for the purpose of the maintenance of the multi-stored building. The parties hereto shall pay their respective share of maintenance deposits or charges to the First

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party's Association or the maintenance company as may be formed or appointed on completion of the building. If for any reason, the First party's Association is not formed by that time, the same shall be paid to the developer or his nominee/s till the formation of the Association. Any amounts in the hand of the developer at the time of formation of the First party's Association will be handed over to the association within fifteen (15) days of the formation of such First party's Association.

16). PAYMENT OF DEPOSITS ETC.

The First party and Developer shall bear and pay all charges, deposits payable to BESCOM/BWSSB to obtain necessary connections, proportionate to their share in the project. The developer shall pay all the deposits concerned and the First party shall pay his part of share from the sale proceeds of his share of Apartment.

17). PAYMENT OF WORKS CONTRACT TAX:

The Developer shall bear and pay for the entire constructed area of works contract Tax as may be payable for the development/construction.

18). TAXES, DEPOSITS, MAINTENANCE, ETC.

18.1) The First party shall pay the betterment/improvement charges to the BBMP if the same is demanded by the BBMP

18.2) The First party and the Developer or any one claiming through them shall from the date of completion of construction shall maintain their respective portions at their own cost in good and tenable condition and shall not suffer, to be done anything in or to the said premises and/or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common areas.

18.3) The First party and/or his transferees in regard to the First party constructed area and the Developer and/or his nominee/s in respect of Developer constructed area shall become members of the Association to be attending to regular maintenance and safety of the building and all matters of common interest and concern and shall abide by the terms/conditions/Bye-Laws/Rules and Regulations of such Association.

19). SHARING OF AREA:

It has now been agreed between the parties that sharing of the area shall be proportionate to their respective shares in all the floors or by way of adjustment mutually agreed between the parties after obtaining actual measurements available after completion of the entire building.

20). NAME OF THE BUILDING:

The parties have agreed that the name of the building shall be Developer's choice.

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21). NOT PARTNERSHIP:

The Development contemplated by this Agreement is not in the nature of Partnership as contemplated either by the Indian Partnership Act, 1932 or by the Income Tax Act, 1981.

22). BREACH AND CONSEQUENCES:

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

23). PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES ETC.

The stamp duty and registration charges in respect of the registration of Agreement/sale Deeds pertaining to the share of the Developer as contemplated above shall be borne by the Developer or his nominee/s and that in respect of the Apartment fallen to the share of the First party or his nominee/s shall be borne by First party or his nominee/s.

MISCELLANEOUS:

24). NOTICE:

Except as otherwise expressly provided, all notices and other communications shall be in writing. The parties shall intimate the other parties in respect of change of address if any in advance.

25). LANGUAGE:

All the documents to be furnished or communications to be given or made under this agreement shall be in English Language.

26). JURISDICTION:

The court in Bangalore alone shall have jurisdiction over this agreement.

27). ARBITRATION:

In the event of any disputes between the parties hereto relating to the matters mentioned above, the same shall be resolved through Arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and the statutory modifications thereof. One Arbitrator shall be appointed by the OWNER and one by the DEVELOPER and an Umpire shall be appointed by both the arbitrators so appointed if necessary. The Arbitration proceeding shall be conducted at Bengaluru on the date, time and place as decided by the Arbitrator/s so appointed for this purpose.

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28). AMENDMENT OR WAIVER:

Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated unless such amendment, change, waiver, discharge or termination is in writing and signed by all the parties hereto.

29). ENTIRE AGREEMENT:

This agreement constitutes the entire Agreement between the parties and supercedes all other Agreements and intended to be part of or to effect the meaning or interpretation of this Agreement.

30). REFUNDABLE AMOUNT:

30.1). The Developer has paid a refundable sum of The Developer has paid a refundable sum of Rs.1,30,00,000/- (Rupees One Crore Thirty Lakhs only) to the First party Sri.V.Chitti Babu before the undersigned witnesses in the following manner

- a) Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of Cheque No:051181, from the Second party's Bank Account in Axis Bank, RR Nagar Branch, Bengaluru to the First party's
- b) Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of Cheque No:051182, drawn on Axis Bank, RR Nagar Branch, Bangalore, issued in favour of the First party before the undersigned witnesses.
- c) Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of Cheque No:051183, drawn on Axis Bank, RR Nagar Branch, Bangalore, issued in favour of the First party before the undersigned witnesses.
- d) Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of Cheque No:051184, drawn on Axis Bank, RR Nagar Branch, Bangalore, issued in favour of the First party before the undersigned witnesses.
- e) Rs.28,70,000/- (Rupees Twenty Eight Lakhs Seventy Thousand only) by way of Cheque No:051189, drawn on Axis Bank, RR Nagar Branch, Bangalore, issued in favour of the First party before the undersigned witnesses.
- g) Rs.1,30,000/- (Rupees One Lakhs Thirty Thousand only) Towards TDS.

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31). REFUND:

The Developer shall be entitled to seek refund of the refundable amount as mentioned in clause 30 after a period 4 years from the date of issuance of commencement certificate or from the sale proceeds of 'C' schedule property which ever is later. The refundable amount shall not carry any interest whatsoever.

32). HEADING:

The heading of the paragraphs of this agreement are inserted for convenience of reference only and not intended to effect the meaning or interpretation of this agreement.

33). STAMP DUTY AND CUSTODY OF AGREEMENT:

The original of this Joint Development Agreement shall be with the Developer and the duplicate copy thereof shall be retained by the First party. The stamp duty and registration fee on this Joint Development Agreement and all related documents shall be borne by the Developer.

CONSENTING WITNESS: The erstwhile vendor Sri.Rangappa of the First Party had executed registered GPA in favour of V.Ananda Naidu, the confirming party herein through a registered GPA vide Document No:91/2008-09 of Book-4, stored in CD No:BSKD26 Dated:4-8-2008 registered in the office of the Sub Registrar Banashankari, Bangalore. The said V.Anand Naidu has discharged and relinquished his right, title, interest over the schedule 'A' property. Hence he has affixed his signature as an consenting witness to this Joint Development Agreement.

'A' and 'B' SCHEDULE PROPERTY

A) that piece and parcel of the residentially converted undeveloped Land property bearing Sy.No:7, Re-Sy.No:157, Further phodi Re-Sy.No:157/2, measuring to an extent of 00-24 guntas, situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk, and bounded on the:

East by	:	Sy. No:137 and 136
West by	:	Sy.No:168.
North by	:	Remaining land of Sy.No:157.
South by	:	Sy.No:158 belonging to the First party.

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N. N. Naidu

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B) All that piece and parcel of the residentially converted undeveloped Land property bearing Old Sy. No:7, Re-Sy.No:158, measuring to an extent of 01acre, situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk, and are bounded on the:

East by : Land bearing Sy.No:137
West by : Private property,
North by : Sy.No:Land bearing Re.sy.No:157 belonging to Sri.Rangappa.
South by : Private Property

CONSOLIDATED 'A' and 'B' SCHEDULE PROPERTY

All that piece and parcel of the residentially converted undeveloped Land properties bearing (1) Sy.No:7, Re-Sy.No:157, Further phodi Re-Sy.No:157/2, measuring to an extent of 00-24 guntas and (2) Old Sy. No:7, Re-Sy.No:158, measuring to an extent of 01acre, in total measuring 01 acres 24 guntas, both the properties are situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk,

SCHEDULE 'C' PROPERTY

All that piece and parcel of the right, title and interest in the super built up area to be built up in the 'A' and 'B' Schedule property to an extent of 40% along with undivided interest to an extent of 40% in the land, common areas, amenities and car parking etc. fallen to the share of Owner or considered as Owner's Share.,

SCHEDULE 'D' PROPERTY

All that piece and parcel of the right, title and interest in the super built up area to be built up in the 'A' and 'B'schedule property to an extent of 60% along with undivided interest to an extent of 60% in the land, common areas, amenities and car parking etc., fallen to the share of the Developer or considered as Developer's share.

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Hobli, Bangalore south Taluk, having acquired the same under a registered sale deed, Vide Document No:BSK-1-04831/2009-10, of Book-I, the same is stored in Compact Disc(C.D) No: BSKD-54, typed dated:19-11-2009 registered dated: 20-11-2009, the said sale deed is duly registered in the office of the Sub-Registrar, Banashankari, Bengaluru, executed by Sri. Rangappa son of Sri.Gangappa and confirmed by confirming party Sri.V.Ananda Naidu, son of Sri.V.Changalaraya Naidu. Ever since from the date of purchase Sri.V.Chitti Babu the First Party herein is in actual, physical, peaceful possession and enjoyment of the same and all the relevant revenue records are standing in the name of the First party herein vide M.R. No: 22/2009-10.

WHEREAS originally the above said property bearing Old Sy. No:7, Re-Sy.No:157, Further phodi Re-Sy.No:157/2, measuring to an extent of 00-24 guntas, situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk, belonged to Sri. Rangappa son of Sri.Gangappa who acquired the same in pursuance of the Government Order No:RD 105 LGP 77 Dated:01-09-1977 by the Deputy Commissioner, Bangalore District, Bangalore, vide Official Memorandum i.e., OM No:B.DIS.LND(3) SR 45/79-80, Dated:23-11-1979.

WHEREAS Sri. Rangappa son of Sri.Gangappa had perfected his title and possession of the above said property under the Certificate of Grant of Saguvali Chit Dated:24-09-1980 issued by the Tahsildhar, Bangalore South Taluk, Bangalore, vide Order No:LND U3/79-80, DR No:16/80-81.

WHEREAS the Tahsildar, Bangalore South Taluk, Bangalore has ordered for bifurcation and Dhurasth of the above said property and after bifurcation and Dhurasth, the said property has been assigned as Re.Sy.No:157, Old Sy.No:7, an extent of 24 guntas. The said Sri. Rangappa son of Sri.Gangappa after bifurcation and Dhurasth has transferred and registered the Khatha, RTC(Pahani) Mutation and all other relevant revenue document to his name vide M.R.32/2006-2007.

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ಜವರಾಜಪೇಟೆ ರಸ್ತೆಯಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬದವನಗುಡಿ ರವರ ಕಛೇರಿಗೆ ದಿನಾಂಕ 19-10-2015 ರಂದು 04:54:17 PM ಗಳಿಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಕುಲ್ಕರಿಯೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಕುಲ್ಕ	150000.00
2	ವಿಜ್ಞಾನ ಕುಲ್ಕ	735.00
3	ದ್ವಿ ಪ್ರತಿ ಕುಲ್ಕ	100.00
4	ಕೊಡಕೆ ಮುದ್ರಾಂಕ ಕುಲ್ಕ	500.00
	ಒಟ್ಟು:	151335.00

ಶ್ರೀ M/s MARS BUILDERS represented by its authorized Partner Sri NARESH KUMAR H. ಜವರಾಜ ಪೇಟೆ

ಕೆಳಗಿನ	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಮಹಿ
ಶ್ರೀ M/s MARS BUILDERS represented by its authorized Partner Sri NARESH KUMAR H.			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬದವನಗುಡಿ (ಜಾಮರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

ಉಪನೋಂದಣಾಧಿಕಾರಿ (ಮತ್ತು ಫೋಟೋ/ಹಸ್ತಚಿಹ್ನೆ ಪ್ರತಿಭಟನೆ ರೂ. (ರೂಪಾಯಿ)
ಬದವನಗುಡಿ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಕೆಳಗಿನ	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಮಹಿ
1	M/s MARS BUILDERS represented by its authorized Partner Sri NARESH KUMAR H. (ಉಪನೋಂದಣಾಧಿಕಾರಿ)			
2	M/s MARS BUILDERS represented by its authorized Partner Sri MANISH JAIN. (ಉಪನೋಂದಣಾಧಿಕಾರಿ)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬದವನಗುಡಿ (ಜಾಮರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

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WHEREAS the First party namely Sri. V.Chitti Babu is the sole and absolute owner of the residentially converted Land property bearing Old Sy. No:7, Re-Sy.No:158, measuring to an extent of 01acre, situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk, having acquired the same under a registered sale deed, Vide Document No:BSK-1-03847/2007-08, of Book-1, the same is stored in Compact Disc(C.D) No: BSKD-11, typed and registered dated: 22-10-2007, the said sale deed is duly registered in the office of the Sub-Registrar, Banashankari, Bengaluru, executed by (1) Sri. M.Sampangappa son of Late Muniyappa, (2) Smt.Munithayamma wife of Sri.M.Sampangappa, (3) Sri.Muniyappa son of Sri.M.Sampangappa, (4) Master Harshith Kumar son of Sri.Muniyappa, (5) Kum.Lakshmi daughter of Sri.Muniyappa, (6) Smt.Renukamma daughter of Sri.M.Sampangappa, (7) Sri.Ravi Kumar son of Sri.M.Sampangappa, (8) Master Mukesh son of Sri. Ravi Kumar, (9) Kum.Nisha daughter of Sri. Ravi kumar, (10) Sri.Chandrappa son of Sri.M.Sampangappa, (11)Smt.Munirathnamma daughter of Sri.M.Sampangappa and Sri.Lokesh Kumar son of Sri.M.Sampangappa. Ever since from the date of purchase Sri.V.Chitti Babu the First Party herein is in actual, physical, peaceful possession and enjoyment of the same and all the relevant revenue records are standing in the name of the First party herein

WHEREAS originally the above said property bearing Old Sy. No:7, Re-Sy.No:158, measuring to an extent of 01acre, situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk, belonged to Sri.Sampangappa son of late Sri.Muniyappa who acquired the same in pursuance of the Government Order No:RD 105 LGP 77 Dated:01-09-1977 by the Deputy Commissioner, Bangalore District, Bangalore, vide Official Memorandum i.e., OM No:B.DIS.LND(3) SR 45/79-80, Dated:23-11-1979.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಜೊತೆಯಲ್ಲಿರುವ ವಿವರ	ಮಹಿ
1	Manjunath Hoskerehall Main Road, Bangalore	S. A. H. H. H.
2	Gopinath Banashankari 2nd stage, Bangalore	M. P. H. H. H.

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
ಬಸವನಗುಡಿ (ಬಾಬುರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

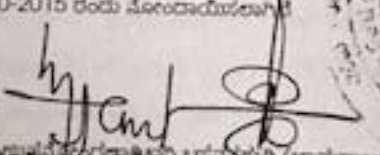
Document presented along with One Duplicate, there is no Difference between Original and Duplicate

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
ಬಸವನಗುಡಿ (ಬಾಬುರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.



1 ನೇ ಪುಟದ ದೃಢೀಕರಣ
ಸಂಖ್ಯೆ CMP-1-06099-2015-16 ಅಗಿ
ಸ.ಡಿ. ಸಂಖ್ಯೆ CMPD147 ನೇ ದೃಢೀಕರಣ
ದಿನಾಂಕ 19-10-2015 ರಂದು ಮೊಂಡಾಯಿಬೆಂಗಳೂರು





ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
ಬಸವನಗುಡಿ (ಬಾಬುರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

9. ಸಿ. ಪುಟ್ಟ ರಾಜು ಪುಟ್ಟ ಸಾಹು 6099 I
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WHEREAS Sri.Sampangappa son of late Sri.Muniyappa had perfected his title and possession of the above said property under the Certificate of Grant of Saguvali Chit Dated:24-09-1980 issued by the Tahsildhar, Bangalore South Taluk, Bangalore, vide Order No:LND.U3/79-80, DR No:15/80-81.

WHEREAS the Tahsildar, Bangalore South Taluk, Bangalore has ordered for bifurcation and Dhurasth of the above said property and after bifurcation and Dhurasth, the said property has been assigned as Re.Sy.No:158, Old Sy.No:7. The said Sri.Sampangappa son of late Sri.Muniyappa after bifurcation and Dhurasth had transferred and registered the Khatha, RTC(Pahani) Mutation and all other relevant revenue documents to his name vide M.R.32/2006-2007..

WHEREAS Sri.Sampangappa son of late Sri.Muniyappa had applied to the Government for permission to sell the above said property in favour of the First Party herein and the Government has accorded permission to Sri.Sampangappa son of late Sri.Muniyappa to sell the above said property in favour of the First party herein vide No:RD 1118 LGB 2007 Dated:05-10-2007 and the Deputy Commissioner, Bangalore District, Bangalore, in Official Memorandum bearing No:PTCL.CR(BST) 7/2007-08 Dated:15-10-2007 has permitted the sale of the property by Sri.Sampangappa son of late Sri.Muniyappa.

WHEREAS Sri.V.Chitti Babu the First party herein after purchase of the above said properties had applied for conversion of the above said land from agriculture to non- agricultural residential purpose before the Deputy Commissioner, Bengaluru District. The Deputy Commissioner, Bengaluru District was pleased to convert the above said lands for residential purpose by way of an official memorandum, Vide case No: A.L.N. (S.U): S.R.113/2007-08 dated: 31-10-2008.

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10. ಸಿ.ವಿ.ಚಿತ್ತಿ ಬಾಬು ಸಂಖ್ಯೆ 6099 I
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WHEREAS the First party namely Sri.V.Chitti Babu is the sole and absolute owner of the residentially converted undeveloped Land property bearing Old Sy. No:7, Re-Sy.No:158, measuring to an extent of 01acre, situated at Hosakerchalli village, Uttarahalli Hobli, Bangalore south Taluk, which is morefully described in the schedule hereunder and hereinafter referred to and called as the "SCHEDULE 'B' PROPERTY".

WHEREAS the OWNER/FIRST PARTY has further represented that the 'A' and 'B' Schedule property is not yielding any income and the Owner considers that the development of the property would be beneficial in the interest of the family of the owner in view of its large size and hence has decided to enter into development Agreement, as such agreement would be beneficial to them.

WHEREAS, the OWNER herein, being desirous of developing the 'A' and 'B' schedule property into residential apartments building consisting of various Residential apartments of different dimensions on the 'A' and 'B' Schedule property, has negotiated with the Developer herein who has assured for the development of the 'A' and 'B' Schedule property on Joint venture basis and to share the super built-up-area along with undivided share in the land in the ratio of 40% to the owner in the 'A' and 'B' schedule property (hereinafter referred to as the schedule 'C' property) and 60% to the Developer in the 'A' and 'B' Schedule property (hereinafter referred to as the schedule 'D' property) within the terms and conditions agreed as hereunder and hence this Joint Development Agreement. The Developer shall construct apartment building in the 'A' and 'B' schedule property at his own cost and expenditure

WHEREAS the OWNER has represented to the Developer as under:-

- a) That the Owner is the absolute owner of the 'A' and 'B' Schedule property and he is in peaceful possession and enjoyment of the same till date and that his title thereto is good, marketable and subsisting and none other has any right, title and interest or share therein;

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- b) That no proceedings are pending against him under Section 79A and 79B of the Karnataka Land Reforms Act, 1961 in respect of the Schedule property as on date.
- c) That no tenancy claims in Form No.7 under Section 48(A) of the Karnataka Land Reforms Act, 1961 or Form No.7A under Sub-Rule (1) of Rule 26C read with Section 77A of the Karnataka Land Reforms Act, 1961 has been filed in respect of the Schedule property .
- d) That there are no application or case filed in respect of the 'A' and 'B' Schedule property under the provisions of the Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978;
- e) That the Schedule property is free from all encumbrances, liens, charges, court attachments, mortgages, lis-pendens of any kind and the Schedule property is not the subject matter of any legal, acquisition or requisition proceedings, minor claims, maintenance claims, restrictive covenants, or any other claims of whatsoever nature and is not the subject matter of any proceedings before any Courts of Law, other legal forums, and statutory authorities including taxation authorities.
- f) That the Owner has not entered into any agreement or arrangement for sale, transfer or development of the 'A' and 'B' Schedule property with anyone else;
- g) That there is no impediment for the Owner to acquire, hold or sell the 'A' and 'B' Schedule property under any law;
- h) That the Owner has not created any third party rights on the 'A' and 'B' Schedule property.
- i) That the Owner shall comply with all the requirements of the Developer with regard to providing a clear title and the obligations undertaken by the Owner under this agreement;
- j) That there are no pending liabilities with regard to income tax, wealth tax, Gift tax or any other tax which would affect his title to the 'A' and 'B' Schedule property
- k) That there are no tax recovery proceedings initiated or pending with regard to the 'A' and 'B' Schedule property or any part thereof under the Income Tax Act 1961, wealth tax or any other state or central taxing statutes on the Schedule property ;

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And, acting on the said representations, the Developer herein, after a detailed inspection and study of the Schedule property, has agreed to the proposal made by the Owner subject to certain terms and conditions as mentioned below in this Joint Development Agreement.

WHEREAS, after considering the above, the parties have agreed upon the terms and conditions which are set out below under this **JOINT DEVELOPMENT AGREEMENT:-**

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1) FIRST PARTYSHIP:

- 1.1) The First party hereby declare that he is the absolute owner of the 'A' and 'B' schedule property with the assurances given as above.
- 1.2) The actual measurement shall be treated as the measurement of the 'A' and 'B' schedule property for all practical purposes including sharing, subject to survey of the land.
- 1.3) The parties have further agreed that the developed area shall be identified and demarcated after the building plan and the licence is granted by the BBMP in the ratio of 40:60 i.e., (40% to the first party and 60% to the Developer).
- 1.4) Saleable area means super built up area which includes the total area constructed including Balconies, staircases, lift room, corridor areas including the open as well as covered and open car parking areas and basement area.

2) PLANS/LICENCES:

- 2.1) The Developer shall prepare all the necessary plans/drawing/design for the construction of the Apartment building and the Developer shall be responsible to submit the same to the BBMP and other local authorities and get the same sanctioned. The developer shall be liable to meet all the necessary expenditure towards preparing and obtaining necessary licenses and sanctioned plan.
- 2.2) The developer shall be entitled to modify the plan if required by any statutory authority or for better utilization of the built up area, without materially altering the entitlement of the First party. The First Party shall give his consent for such modifications.

3) APPOINTMENT OF ARCHITECTS, CONTRACTORS, ENGINEERS:

The Developer at his cost will be entitled to engage architects, contractors and other agencies required for the execution and completion of the construction work and the First party shall not be liable towards any dues or arrears payable to any third party whatsoever.

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WHEREAS Sri.Rangappa was not in a position to look after and maintain above said property and hence had authorized Sri.V.Ananda Naidu, the confirming party herein through a registered GPA vide Document No:91/2008-09 of Book-4, stored in CD No:BSKD26 Dated:4-8-2008 registered in the office of the Sub Registrar Banashankari, Bangalore. Hence the GPA Holder also joined in the execution of the sale as confirming party.

WHEREAS Sri. Rangappa son of Sri.Gangappa had applied to the Government for permission to sell the above said property in favour of the First Party herein and the Government has accorded permission to Sri. Rangappa son of Sri.Gangappa to sell the above said property in favour of the First party herein vide No:RD 33 LGB 2009 Dated:28-8-2009 and the Deputy Commissioner, Bangalore District, Bangalore, in Official Memorandum bearing No:PTCL(S)CR 12/2007-08, dated:06-11-2009 has permitted the sale of the property by Sri. Rangappa son of Sri.Gangappa.

WHEREAS Sri.V.Chitti Babu the First party herein after purchase of the above said properties had applied for conversion of the above said land from agriculture to non- agricultural residential purpose before the Deputy Commissioner, Bengaluru District. The Deputy Commissioner, Bengaluru District was pleased to convert the above said lands for residential purpose by way of an official memorandum, Vide case No: A.L.N. (S.U): S.R.80/2010-11, dated: 31-1-2011.

WHEREAS the First party namely Sri.V.Chitti Babu is the sole and absolute owner of the residentially converted undeveloped Land property bearing No:7, Re-Sy.No:157, Further phodi Re-Sy.No:157/2, measuring to an extent of 00-24 guntas, situated at Hosakerehalli village, Uttarahalli Hobli, Bangalore south Taluk, which is morefully described in the schedule hereunder and hereinafter referred to and called as the "SCHEDULE 'A' PROPERTY".

Handwritten signature: Anil Malye

Handwritten signature: Narayana

ಕ್ರ. ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಮುದ್ರಿತ ಗುರುತು	ಮಹಿ
3	Sri V. CHITTI BABU (ಅರೇಬ್‌ಕೋಡುವವರು)			<i>Chitti Babu</i>
4	V. ANANDA NAIDU (ಅಪ್ರೇಕ್ಷಾ)			<i>Ananda Naidu</i>

6ನೇ ಪ್ರತಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 6099-1576 I Ju

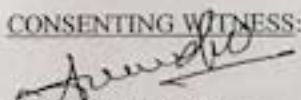
by
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜನಹಳ್ಳಿ)
ಬೆಂಗಳೂರು.

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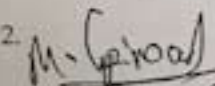
IN WITNESS WHEREOF the parties herein have affixed their signatures to this joint Development Agreement on the day, month and year first above mentioned in the presence of each other and also in presence of the witnesses mentioned hereunder.

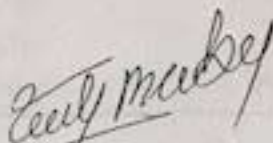
CONSENTING WITNESS:

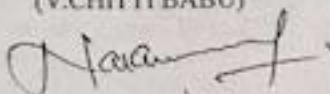

(VANANDA NAIDU)

WITNESSES:


S. A. Naidu
K. S. Naidu
K. S. Naidu

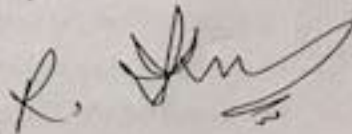
2. 
M. Girish
10-B, P. E. Circle
2nd Stage, BSK II Stage
Bangalore.


FIRST PARTY/OWNER
(V. CHITTI BABU)


Naresh Kumar

SECOND PARTY/DEVELOPER
(MARS BUILDERS)
Rep' by its Partners:
(NARESH KUMAR.H)
(MANISH JAIN)

Drafted by:



R. KRISHNA MURTHY, B.Sc., LL.B.
ADVOCATE.
No. 181 V G Geetha Building
Lalbagh First Block
BANGALORE - 560029