

BKT 4964/13-14

Original

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.	ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka	ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet
	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಬೆಲೆ : ರೂ. 2/-
ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document		
ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution	ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs.	

BNG (U) YLNK / 4964/13-14 2013-2014 1-45 ✓
JOINT DEVELOPMENT AGREEMENT

This **JOINT DEVELOPMENT AGREEMENT** made and executed
this **Fifth Day of August, Two Thousand Thirteen (05.08.2013)** at
BANGALORE;

BETWEEN:

1. **Mrs.PARVATHAMMA**
Hindu, Aged about 80 years
D/o.Late. Byamma
W/o.Late.Pillamuniyappa
PAN No. CIDPP 6784 M
- 1.1 **Mr.KODANDARAMA**
Hindu, Aged about 50 years
S/o.Late.Pillamuniyappa
- 1.2 **Mrs.JAYALAKSHMI**
Hindu, Aged about 44 years
W/o Mr.Kodandarama
- 1.3 **Mrs.SUDHA**
Hindu, Aged about 24 years
D/o.Mr.Kodanda Rama

[Signature] 1 *[Signature]* B.W



Print Date & Time : 06-08-2013 04:05:31 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4964

BNG (U) YLNUK / 4964 2013-2014 2-45 ✓

ಯಾಲಹಂಕೆ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 06-08-2013 ರಂದು 02:15:45 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಪುಲ್ಲದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	290700.00
2	ಸ್ಟ್ಯಾಂಪಿಂಗ್ ಫೀ	1645.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	300.00
	ಒಟ್ಟು :	292645.00

ಶ್ರೀ M/s Unishire Properties LLP Rep by its Designated Partner Mr.Pratik Mehta ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Unishire Properties LLP Rep by its Designated Partner Mr.Pratik Mehta			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ /ಬಾಗಶಃ ಪ್ರತಿಪಲ ರೂ. ಒಪ್ಪಿರುತ್ತಾರೆ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಯಾಲಹಂಕೆ, ಬೆಂಗಳೂರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟವ ಗುರುತು	ಸಹಿ
1	M/s Unishire Properties LLP Rep by its Designated Partner Mr.Pratik Mehta . (ಬರೆದುಕೊಂಡವರು)			
2	Mrs.Parvathamamma D/o Late Byamma W/o Late Pillamuniyappa . (ಬರೆದುಕೊಂಡವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಯಾಲಹಂಕೆ, ಬೆಂಗಳೂರು.

- 1.4 **Mr. SHASI KUMAR**
Hindu, Aged about 21 years
S/o. Mr. Kodanda Rama
- 1.5 **Mr. SONNAPPA**
Hindu, Aged about 47 years
S/o. Late. Pillamuniyappa
- 1.6 **Mrs. SUNANDHAMMA**
Hindu, Aged about 42 years
W/o Mr. Sonnappa
- 1.7 **Mrs. SAVITHA**
Hindu, Aged about 24 years
D/o. Mr. Sonnappa
- 1.8 **Miss. SWETHA**
Hindu, Aged about 21 years
D/o. Mr. Sonnappa
- 1.9 **Master. SANDEEP**
Hindu, Aged about 19 years
S/o. Mr. Sonnappa
- 1.10 **Mr. RAMANNA**
Hindu, Aged about 37 years
S/o. Late. Pillamuniyappa
- 1.11 **Mrs. MANJULAMMA**
Hindu, Aged about 35 years
W/o Mr. Ramanna
- 1.12 **Kumari. CHITRA**
Hindu, Aged about 9 years
D/o. Mr. Ramanna
Minor
- 1.13 **Master. PUNITH KUMAR**
Hindu, Aged about 4 years
S/o. Mr. Ramanna

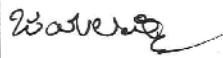
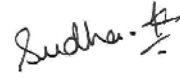
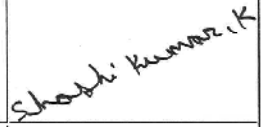
Nos. 1.12 and 1.13 being Minors
Represented by their
Parents and Natural Guardian
Mr. RAMANNA
Mrs. MANJULAMMA

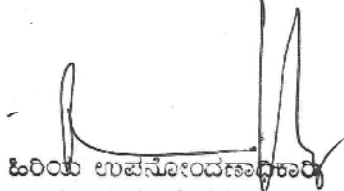
*[Signature]*²

[Signature] B.N

BNG (U) YLNK / 1964 2013-2014

✓ H-15

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Mr.Kodandarama S/o Late Pillamuniyappa . (ಬರೆದುಕೊಡುವವರು)			
4	Mrs. Jayalakshmi W/o Kodandarama . (ಬರೆದುಕೊಡುವವರು)			
5	Mrs. Sudha D/o Kodanda Rama . (ಬರೆದುಕೊಡುವವರು)			
6	Mr.Shasi Kumar S/o Kodanda Rama . (ಬರೆದುಕೊಡುವವರು)			
7	Mr.Sonnappa S/o Late Pillamuniyappa . (ಬರೆದುಕೊಡುವವರು)			
8	Mrs. Sunandhamma W/o Sonnappa . (ಬರೆದುಕೊಡುವವರು)			
9	Mrs.Savitha D/o Sonnappa . (ಬರೆದುಕೊಡುವವರು)			
10	Miss.Swetha D/o Sonnappa . (ಬರೆದುಕೊಡುವವರು)			


ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
ಯಲಹಂಕ, ಬೆಂಗಳೂರು.

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BNG (U) YLNN / H964 2013-2014 S-45 ✓

Residents of :
Venkateshapura Village
Jakkur Post
BANGALORE - 560 064.

Hereinafter referred to as the **FIRST PARTY/OWNERS**

2. **Mr.B.N.NANJUNDAPPA**
Aged about 46 years
S/o.Late.B.Narayanappa

PAN No. AKJPB 4499 B

- 2.1 **Mr.B.N.BYREGOWDA**
Aged about 44 years
S/o.Late.B.Narayanappa

PAN No. AKJPB 4500 H

Residents of # 289
Byatarayanapura
Yelahanka Hobli
BANGALORE - 560 092.

Hereinafter referred to as the **SECOND PARTY/OWNERS**

3. **Mr.H.RAJANNA**
Aged about 55 years
S/o.Late.Hanumantharayappa
Residing at # 14
Yeshodhanagar
Jakkur Post
BANGALORE - 560 064

PAN No. ABGPR 1608 A

Hereinafter referred to as the **THIRD PARTY/OWNERS**

(The FIRST PARTY/OWNERS, SECOND PARTY/OWNERS and THIRD PARTY/OWNER shall jointly be referred to as OWNERS)

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BNG (U) YLNK /H.964.....2013-2014 ✓ 6-45

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
11	Sandeep S/o Sonnappa . (ಬರೆದುಕೊಡುವವರು)			Sandeep.s
12	Ramanna S/o Late Pillamuniyappa Self & Rep as Minor Guardian for Chitra & Punith Kumar . (ಬರೆದುಕೊಡುವವರು)			ರಾಮಣ್ಣ
13	Manjulamma W/o Ramanna Self & Rep as Minor Guardian for Chitra & Punith Kumar . (ಬರೆದುಕೊಡುವವರು)			R.mnula
14	B.N.Nanjundappa S/o Late B.Narayanappa . (ಬರೆದುಕೊಡುವವರು)			Nanjappa B.N.
15	B.N.Byregowda S/o Late B.Narayanappa . (ಬರೆದುಕೊಡುವವರು)			B.N. Byregowda
16	H.Rajanna S/o Late Hanumantharayappa . (ಬರೆದುಕೊಡುವವರು)			H.Rajanna

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಿಗೆ
ಯಲಹಂಕ, ಬೆಂಗಳೂರು.

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BNG (U) YLNK / 4964 2013-2014 7-45 9

AND :

M/s. UNISHIRE PROPERTIES LLP

Administrative office at :

36, Unishire Square

Railway Parallel Road

Kumara Park West

BANGALORE - 560 020.

PAN No. AADFU 2139 H

**REPRESENTED BY ITS
DESIGNATED PARTNER
Mr. PRATIK MEHTA**

Hereinafter called the **FOURTH PARTY/DEVELOPER** of the **OTHER PART**

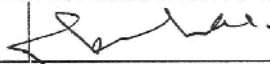
(The terms FIRST PARTY/OWNERS, SECOND PARTY/OWNERS, THIRD PARTY/OWNER and the FOURTH PARTY/DEVELOPER shall mean and include their respective heirs, representatives, administrators, executors, successors-in-interest, agents, assigns, nominee/nominees etc.) WITNESSETH

I. WHEREAS the immovable property bearing Survey No.1 of Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk was granted to Mrs.Byamma W/o.Late.B.Ramaiah by the Special Deputy Commissioner for Abolition of Inams in case No.BC 2 and 9/1959-60 vide Orders dated 31.10.1972 and pursuant to the said orders, the occupancy of Survey No.1, situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 1 Acre 36 guntas was ordered to be registered in the name of Mrs.Byamma as an occupant and accordingly Mrs.Byamma continued in lawful possession and enjoyment of the said property as absolute owners and was exercising all rights of ownership without any let or hindrance from anyone.



ಗುರುತಿಸುವವರು

BNG (U) YLNK / H964 2013-2014 8-H5

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Manohar Sahakara Nagar B'lore	
2	Ramesh #36 Unishire Square Railway Parallel Road, Kumara Park West B'lore	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಯಲಹಂಕ, ಬೆಂಗಳೂರು.

Original + 3 Duplicates (There is No Differences Between Original & Duplicate Copies)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಯಲಹಂಕ, ಬೆಂಗಳೂರು.

1 ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜು
ನಂ. YAN-1-04964-2013-14 ಅಗಿ
ಸಿ.ಡಿ. ನಂ. YAND501 ನೇ ರೂಪದಲ್ಲಿ
ದಿನಾಂಕ 06-08-2013 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ (ಯಲಹಂಕ)

06/08/13

06/08/13

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಯಲಹಂಕ, ಬೆಂಗಳೂರು.

Designed and Developed by C-DAC, ACTS, Pune

II. WHEREAS the occupancy of Mrs.Byamma in respect of Survey No.1, situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 1 Acre 36 Guntas has been confirmed vide Endorsement dated 30.11.1972, No.BC 2 and 9/1959-60 issued by Special Deputy Commissioner for Inam Abolition and accordingly the name of Mrs.Byamma was mutated in the revenue records and her name was recorded as khatcdar in column No.9 and 12 (2) of the RTC Extract.

III. WHEREAS Mrs.Byamma during her life time has executed a Will dated 19.10.1981, document No.53/1981-82, Book III, Volume 26, pages 194 to 196 and registered at the office of the Sub Registrar, Bangalore North Taluk bequeathing the property bearing Survey No.1, situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 1 Acre 36 Guntas in favour of the PARTY No.1 of the First Part herein.

IV. WHEREAS Mrs.Byamma passed away on 25.12.1993 and consequent to her death, the PARTY No.1 of the First Part has succeeded to the above mentioned property under Testamentary Succession and has obtained the transfer of the revenue records in her name vide M.R.No.1/1994-95.

V. WHEREAS the above mentioned property was bequeathed by Mrs.Byamma in favour of her daughter, PARTY No.1 of the FIRST PART and that she had succeeded under Testamentary Succession as absolute owners. However, the daughters of Late Pillamuniyappa, have executed a Deed of Release, dated 16.02.2006 in favour of the PARTY No.1, 1.1, 1.5 and 1.10 of the FIRST PART vide document No.16263/2005-06, Book I, recorded in C.D.No.YAND 177 and registered at the office of the Sub Registrar, Yelahanka, Bangalore.

[Signature] 5 *[Signature]* B w

BNG (U) YLNK / ...A964.....2013-2014 10-45



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Unishire Properties LLP Rep by its Designated Partner Mr.Pratik Mehta , ಇವರು
1455000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1500.00	Paid by Cash
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1453500.00	D.D. No 021354 Dtd: 05/08/2013 Drawn on ICICI Bank B'lore
ಒಟ್ಟು :	1455000.00	

ಸ್ಥಳ : ಯಲಹಂಕೆ

ದಿನಾಂಕ : 06/08/2013

ಹಿರಿಯ ಅಧೀಕ್ಷಕರು, ಯಲಹಂಕೆ
ಯಲಹಂಕೆ, ಬೆಂಗಳೂರು.

VI. WHEREAS the PARTY No.1 of the First Part had submitted an application to the Deputy Commissioner, Bangalore District for conversion of Survey No.1, situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 1 Acre 36 Guntas for and on behalf of the Party No.1 of the First Part from agricultural use to non-agricultural residential purpose and the said authority has granted the necessary permission vide Official Memorandum dated 17.02.2012, No.ALN/(NAY)SR 93/2011-12 in respect of the property bearing Survey No.1, situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 1 Acre 36 Guntas.

VII. WHEREAS the FIRST PARTY/OWNERS had agreed to sell a portion of Survey No.1, measuring 32 Guntas out of 1 Acre 36 Guntas situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk in favour of the SECOND PARTY and 04 Guntas out of 1 Acre 36 Guntas situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk in favour of the THIRD PARTY and whereas the FIRST PARTY/OWNERS have executed the Absolute Sale Deed dated 05.08.2013, document No. 4962 / 2013-14, Book I, recorded in CD No.YAND and registered at the office of the Sub Registrar, Yelahanka, Bangalore and pursuant to the sale, the SECOND PARTY and THIRD PARTY have been put in joint possession of their respective shares.

VIII. WHEREAS the OWNERS are in possession and enjoyment of their respective portions mentioned herein below in the Composite Property being a converted land in Survey No.1 of Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk.





BNG (U) YLNR / H 964 2013-2014

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FIRST PARTY/OWNERS	..	1 Acre 00 Guntas
SECOND PARTY/OWNERS	..	0 Acre 32 Guntas
THIRD PARTY/OWNER	..	0 Acre 04 Guntas

TOTAL	..	1 Acre 36 Guntas

The OWNERS jointly and collectively have offered an extent of 1 Acre 36 Guntas in the Converted Survey No.1 of Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk and which is morefully described in the Schedule hereunder and herein after referred to as the Schedule Property for development into a residential complex and whereas the FOURTH PARTY who is a Developer has come forward to develop the Schedule Property into a residential complex under an integrated scheme of construction to be undertaken by the FOURTH PARTY/DEVELOPER by obtaining the sanctioned plan and other statutory permissions, sanctions etc., from the jurisdictional competent authorities and the OWNERS and the have accepted the offer of the FOURTH PARTY/DEVELOPER and whereas the PARTIES herein have agreed to reduce the terms and conditions of the understanding into writing and accordingly, the PARTIES hereto have agreed to reduce the terms into writing.

**WHEREAS THE FIRST PARTY/OWNERS HAVE
REPRESENTED AS UNDER:-**

1. That the FIRST PARTY, SECOND PARTY and the THIRD PARTY are the absolute owners of the Schedule Property and the OWNERS assure that the title of the OWNERS in respect of the Schedule Property is good, marketable and subsisting and that except the OWNERS no other person or persons has any manner of right, title, interest or claims over the Schedule Property.

 7 

2. That the Schedule Property is not subject to any encumbrances, attachments, Court injunctions or acquisition proceedings or mortgages or lien of any kind.
3. That the OWNERS have not entered into any other Agreement/s in respect of the Schedule Property.
4. That the agreement for development arrived at between the parties is for the mutual benefit of the PARTIES.
5. That there are no easements, quasi-easements restrictive covenants or other rights or servitudes.
6. That the OWNERS covenant to produce all such further documents as may be reasonably required in relation to the Development being undertaken by the FOURTH PARTY/DEVELOPER and the OWNERS shall always be bound to provide a clear and marketable title.
7. The FOURTH PARTY/DEVELOPER had published the notice of intended development of the Schedule Property in "Prajavani" and "Times of India" dated 12.02.2013 and pursuant to the publication, no claims or objections have been lodged within the stipulated period and there is no legal impediment for the OWNERS and the to offer the Schedule Property for development.
8. The FOURTH PARTY/DEVELOPER on the assurance and guarantee of the OWNERS as regards to their title in respect of the Schedule Property and the OWNERS admit and acknowledge that the have a subsisting right in respect of the Schedule Property and whereas the OWNERS and the have jointly offered the Schedule Property for development and whereas the FOURTH PARTY/DEVELOPER has come forward to develop the Schedule Property under an integrated scheme

[Signature]

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[Signature]

BNG (U) YLNK / 4964 2013-2014 1A-15^e

of construction and the PARTIES are desirous of reducing the terms agreed into writing.

**NOW THIS AGREEMENT OF JOINT DEVELOPMENT
WITNESSETH AS FOLLOWS:**

That in pursuance of the foregoing and subject to the mutual obligations undertaken by the OWNERS and the FOURTH PARTY/DEVELOPER under this Agreement, the FOURTH PARTY/DEVELOPER hereby agree to develop the Schedule Property by constructing a multi-storied residential apartment complex, subject to the terms and conditions herein contained.

1. **PERMISSION FOR DEVELOPMENT:**

1.1 The OWNERS are in possession and enjoyment of the Schedule Property. The OWNERS and the have this day permitted the FOURTH PARTY/DEVELOPER to enter upon the Schedule Property for development and the FOURTH PARTY/DEVELOPER shall develop the same. However, the authority so granted shall not in any manner be construed as delivery of possession of the Schedule Property by the OWNERS in part performance of this Agreement or any Agreement of Sale under Section 53-A of the Transfer of property Act or under Section 2 (47) (v) of the Income Tax Act, 1960.

1.2 The OWNERS and the hereby agree not to interfere or interrupt in the course of the construction and development of the Schedule Property and/or commit any act or omission having the effect of delaying or stopping the work that has been undertaken under this Agreement. However, the OWNERS shall always be entitled to inspect the progress of the work and type of work which is being executed on the Schedule Property. The OWNERS hereby authorize and empower the FOURTH PARTY/DEVELOPER to develop the Schedule Property as residential apartments comprising of residential apartment block/s and

Robert DZ 9

Robert DZ

the OWNERS shall permit the FOURTH PARTY/DEVELOPER to complete the proposed development and sale as agreed and declared accordingly, except otherwise any breach being committed by the FOURTH PARTY/DEVELOPER resulting in cancellation or repudiation of this Agreement.

1.3 The OWNERS and the shall permit the FOURTH PARTY/DEVELOPER to enter upon the Schedule Property for the purpose of development after signing of this Agreement provided the financial and other working terms so agreed are fulfilled by either of the parties as per the terms of this Development Agreement.

2. PLANS/LICENCES:

2.1 The FOURTH PARTY/DEVELOPER shall at its cost and expense obtain a sanctioned plan in respect of the Schedule Property from the jurisdictional planning authority and the FOURTH PARTY/DEVELOPER shall endeavor to secure the maximum floor space index as permissible under law in respect of the available land area in the Schedule Property for the construction of residential apartments from the jurisdictional planning authorities and the FOURTH PARTY/DEVELOPER shall undertake the construction of the residential apartments on the Schedule Property as per the building bye-laws, rules and regulations in force and the FOURTH PARTY/DEVELOPER shall at its cost obtain all such other necessary permissions, sanctions, clearances, including the permission from Airport Authority of India, Pollution Board, Fire Force Department, BESCOM, BWSSB, Lift Inspectorate, Commencement Certificate, Completion Certificate and all other necessary statutory clearance as may be required to commence and complete the project within the stipulated period. The responsibility and expenses for preparing any plans, obtaining necessary licenses and modified sanction plans and all other permissions required to take up, commence and complete the





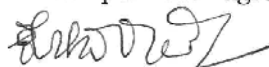
construction of the multistoried Building/s in the Schedule Property shall be that of the FOURTH PARTY/ DEVELOPER. The FOURTH PARTY/ DEVELOPER shall make available to the OWNERS and the each one set of sanctioned plan and all other statutory sanctions granted by the jurisdictional competent authorities as the case may be.

3. CONSTRUCTION:

3.1 The FOURTH PARTY/DEVELOPER shall subject to the sanction of license and plans, construct on the Schedule Property residential apartments in accordance with the license and plans with internal and external services, roads, walkways, amenities, facilities, fittings, fixture, staircase, passages, sewer lines and pipes etc. and the OWNERS' share and the FOURTH PARTY/DEVELOPER'S share shall be constructed as per the agreed specifications.

3.2 The FOURTH PARTY/DEVELOPER shall be entitled to engage Architects, Engineers, Contractors and others as they deem fit to execute the construction work. However, in case of disputes between the FOURTH PARTY/DEVELOPER and their contractors, Architects, Engineers and other workmen, suppliers or materials and other persons who are engaged by the FOURTH PARTY/DEVELOPER in the development of the Schedule Property, the same shall be settled by the FOURTH PARTY/DEVELOPER and the OWNERS shall have no liability of any nature whatsoever nor will the OWNERS be deemed to be the Principal Contractor.

3.3 All the expenses and costs which may have to be incurred in connection with the preparation of plans, modified plans, drawings, estimates etc and / or obtaining clearances and sanctions for the plan and also the entire cost of constructions of the buildings and providing the amenities, services and facilities and the fittings and fixtures as per the agreed specifications including the fees

 11 

payable to the Architects, Engineers, Contractors and other staff and workmen shall be borne by the FOURTH PARTY/DEVELOPER. In case of disputes between the FOURTH PARTY/DEVELOPER and/or their contractor, architects, engineers and other workmen and suppliers of materials and other persons who are engaged in the development of the Schedule Property the same shall be fully settled by the FOURTH PARTY/ DEVELOPER who shall also be liable and answerable for their claims if any. In case of any accidents or injury or death occurring during the course of construction period to any workmen or THIRD PARTY in the Schedule Property, the FOURTH PARTY/DEVELOPER will solely be responsible. The OWNERS shall have no liability to any extent in this behalf.

3.4. All the items of plants and machineries, tools and implements, stores and materials shall belong to the FOURTH PARTY/DEVELOPER and/or their contractors, workmen and other agencies may bring to the site for the due construction of the said buildings shall remain the exclusive property of the FOURTH PARTY/DEVELOPER at all times and the OWNERS and the shall have no claim whatsoever on any such items or plants and machinery, tools and implements, stores and materials at any time.

3.5. The FOURTH PARTY/DEVELOPER shall be entitled to make additions, deletions and alterations in the plans as demanded by the sanctioning authorities and also in construction and specifications as they deem it fit without materially affecting the entitlement of the OWNERS' share. The FOURTH PARTY/DEVELOPER is also entitled to effect modifications depending on the plan and exigencies in the built up areas agreed to be built and delivered as per the agreed specifications. The FOURTH PARTY/DEVELOPER shall have absolute discretion in matters relating to the method, manner and





design of construction without affecting the designs and safety of the building basically or the OWNERS' share.

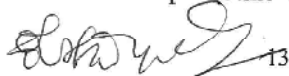
4. COST OF CONSTRUCTION:

4.1 The entire cost of construction, including Architects fee and charges/fee if any to be paid for obtaining the license sanctioned plan, payments for the temporary connection of water and electricity during construction and development of the Schedule Property including the area falling to the share of the OWNERS' shall be borne by the FOURTH PARTY/DEVELOPER. The FIRST PARTY/OWNERS shall not be required to contribute any amount towards the preparations of drawing, plan sanction, development and constructions of the Schedule Property including the OWNERS' constructed area as set out in this Joint Development Agreement.

4.2 In the event of any other demand made by any Authorities with respect to the construction, on Commencement of Construction or during the course of the construction, the same shall be borne by the FOURTH PARTY/DEVELOPER and the OWNERS and the shall have no liability.

5. SHARING OF BUILT AREA:

5.1 In consideration of the OWNERS and the agreeing to transfer the proportionate undivided share in the land in favour of the FOURTH PARTY/DEVELOPER or their nominees, the FOURTH PARTY/DEVELOPER does hereby agree to construct on the Schedule Property and deliver to the OWNERS' or their nominee/s or assignee/s free from encumbrances 40% of the constructed area as the OWNERS' share in the proposed construction on the Schedule Property with proportionate number of car parking slots to be provided in the complex. The remaining 60% of the super built up area in the Schedule Property

 13



shall be the entitlement of the FOURTH PARTY/DEVELOPER along with proportionate undivided share in the land and proportionate number of car parking slots and the FOURTH PARTY/DEVELOPER shall have the right to sell the same to any prospective purchaser or nominee as may be appointed or nominated by the FOURTH PARTY/DEVELOPER without any reference or concurrence of the OWNERS.

5.2 The OWNERS have been jointly allotted 40% of the super built up area with proportionate undivided share of land and car parking slots and that the OWNERS, shall after the apportionment of the share of the FOURTH PARTY/DEVELOPER is demarcated to the extent of 60% of the super built up area with proportionate undivided share of land and car parking slots after the sanction of the plan in the manner herein recorded, the OWNERS amongst themselves apportion their respective shares out of 40% allotted under this Agreement.

5.2.1 The OWNERS having jointly and collectively offered the Schedule Property for development and the respective shares of the owners from out of the 40% apportioned jointly, each of the owners shall be entitled to the following ratio :

FIRST PARTY/OWNERS	:	21.053%
SECOND PARTY/OWNERS	:	16.842%
THIRD PARTY/OWNERS	:	02.105%
		=====
TOTAL	:	40.00%
		=====

5.3 In consideration of the FOURTH PARTY/DEVELOPER agreeing to deliver the OWNERS' CONSTRUCTED AREA as per para 5.1 and 5.2 supra, the OWNERS hereby agree and bind and undertake to transfer/ convey/sell to the FOURTH PARTY/DEVELOPER and / or their

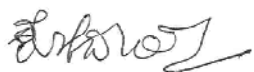
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nominee/s or assignee/s an undivided share in the land proportionate to the FOURTH PARTY/DEVELOPER'S constructed area either in one lot or in several shares or in the form of undivided shares or otherwise at the sole discretion of the FOURTH PARTY/DEVELOPER. The OWNERS have executed a registered Power of Attorney in favour of the FOURTH PARTY/ DEVELOPER who shall exercise such powers as enumerated therein in respect of 60% share in the land allotted to the FOURTH PARTY/DEVELOPER.

5.4. The OWNERS' constructed area shall be the absolute property of the OWNERS and the and the OWNERS shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate undivided share in the land or such undivided share as will be proportionate to the super built area retained by the OWNERS in the land of the Schedule Property subject to fulfillment of financial and other compliance enumerated in this Joint Development Agreement and the OWNERS shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.

5.5 The FOURTH PARTY/DEVELOPER'S constructed area shall be the absolute property of the FOURTH PARTY/DEVELOPER and shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate undivided share in the land or such undivided share as will be proportionate to the super built area retained by the FOURTH PARTY/DEVELOPER in the land of the Schedule Property and the FOURTH PARTY/DEVELOPER shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.



5.6 That the portion of the constructed area allotted to the OWNERS as aforesaid, the OWNERS shall be entitled to deal with the same in any manner he may choose, without any reference or concurrence of the FOURTH PARTY/DEVELOPER and the FOURTH PARTY/DEVELOPER shall be entitled to sell or otherwise dispose of the FOURTH PARTY/DEVELOPER'S constructed area etc. viz. the remaining Super Built area in the building and car parking areas and the benefits and advantages available with proportionate undivided share in the land of the Schedule Property.

5.7 That the OWNERS and the FOURTH PARTY/DEVELOPER shall mutually decide upon the apportionment of their respective built up areas falling to their shares by mutual discussions and reduce the same into writing in the form of Supplemental Sharing Agreement which shall be executed later. That both the Parties shall share the advantages/ disadvantages in proportion to their respective shares on equitable basis and in such manner that the value of the areas is of more or less equal value and importance, both the Parties shall co-operate with each other in executing the Supplemental Sharing Agreement within FIFTEEN (15) days from the date of obtaining the sanction building plan.

5.8 The OWNERS shall pay pro-rata charges towards statutory deposits, viz., BWSSB, BESCOM, Transformer Deposit, Club deposit, Generator Deposit, any other statutory payments or deposits including the incidental expenses for providing permanent connections of electricity, water and sanitary shall be in the ratio of the respective shares and as may be decided by the FOURTH PARTY/DEVELOPER in respect of the constructed area allotted to the share of OWNERS within 30 days from the date of written demand made by the FOURTH PARTY/DEVELOPER. The FOURTH PARTY/DEVELOPER shall be liable



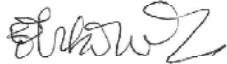


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to pay pro-rata charges towards statutory deposits, viz., BWSSB, BESCOM, Transformer Deposit, Club deposit, Generator Deposit, any other statutory payments or deposits as may be decided by the FOURTH PARTY/DEVELOPER and incidental expenses for providing permanent connections of electricity, water and sanitary shall be in the ratio of the respective shares. The OWNERS covenant that in the event of any other ordinance or Act coming into force subsequent to the execution of this Agreement resulting in any cess or statutory payment payable in respect of the FIRST PARTY'S/OWNERS' share of the constructed areas, the same shall be payable by the OWNERS. However, if there is incidence of payment of VAT or Service Tax in respect of the FIRST PARTY'S/OWNERS' share of the constructed area, the same shall be payable by the OWNERS.

5.9 If at any time after allotment, minor variations are to be made, the same will be settled by the PARTIES by mutual consent.

5.10 As the built up area cannot be fragmented to enable the OWNERS to retain exactly 40% of the super built up area allotted in the building to be built in the Schedule Property, the OWNERS shall be entitled to such number of apartments, if the total super built up area contained in the apartments allotted to the OWNERS falls short of 40% entitlement of the super built up area, then the PARTIES shall mutually settle the value thereof. That at the time of apportionment of the respective shares in the super built up area as agreed to between the PARTIES, the FOURTH PARTY/DEVELOPER shall endeavor to, as far as possible to demarcate the extent of super built up area to be allotted to the OWNERS without the OWNERS having to pay any additional amount for any marginal super built area falling to the share of the OWNERS apart from the ratio being allotted under this Agreement.



17



5.11 The word "Super Built Up Area" mentioned herein shall mean the total constructed Area including balconies, sit outs, staircase, lift rooms, electrical meter room, pump room, Generator rooms, club house, common amenities and facilities, circulation areas but excluding car parking area.

5.12 The portion of the terracc area of the upper floor shall be reserved for the construction of overhead tanks, installation of solar equipment and construction of lift head room and the remaining area of the terrace shall be proportionately shared by the PARTIES in relation to the ratio of 40:60.

5.13 That in the event of any portion of the Schedule Property is acquired for widening of the road and Transferable Developmental Rights are granted by the authorities, then the Transferable Developmental Rights shall be utilized for the additional construction and the PARTIES hereto shall have the benefit of the additional super built-up area in the ratio of 40:60.

6. COMMENCEMENT AND COMPLETION OF CONSTRUCTION:

6.1 The FOURTH PARTY/DEVELOPER shall under normal conditions and in the absence of any restrictions, complete the construction within 36 (THIRTY SIX) months from the date of Commencement Certificate with a grace period of 6 (SIX) months or such extended period as the PARTIES may mutually agree upon. However, the FOURTH PARTY/DEVELOPER shall not incur any liability for any delay in delivery of possession of the "OWNERS' CONSTRUCTED AREA" by reason of non-availability of Government Controlled Materials, and/or by reason of Governmental restrictions and/or civil Commotion, transporters strike, Act of God or due to any injunction or prohibitory order (not attributable to any action of the FOURTH PARTY/DEVELOPER) or conditions force majeure or for reasons beyond

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control of the FOURTH PARTY/DEVELOPER shall be excluded at the time of computing the period stipulated for construction. In the event of delay in the issue of Sanction Building Plan/Modified Plan, non-availability of Occupancy Certificate or Power/Sanitary/Water connections, the FOURTH PARTY/DEVELOPER shall be excluded at the time of computing the period stipulated for construction. The FOURTH PARTY/DEVELOPER in any case shall endeavor to complete the construction within the stipulated period and deliver the "OWNERS' CONSTRUCTED AREA" within the period agreed herein above.

6.2 That if there is any delay on the part of the FOURTH PARTY/DEVELOPER in completing the project within the stipulated period and subject to the conditions mentioned in Para 6.1 supra, the FOURTH PARTY/DEVELOPER shall pay a sum of Rs.1,00,000/- (Rupees One Lakh Only) per month as compensation from the date of default reckoned between the PARTIES and the same shall be payable by the FOURTH PARTY/DEVELOPER to the OWNERS, who shall share the amount proportionate to their shares.

7. INDEMNITY:

7.1 The FOURTH PARTY/DEVELOPER had published a notice of intended development of the Schedule Property under an Integrated Scheme of construction in the "Times of India" and "Prajavani" Editions dated 12.02.2013 and pursuant to the said publication, no claims or objections have been lodged and there is no legal impediment for the OWNERS to offer the Schedule Property for Development.

7.2 The OWNERS hereby confirm that the title to the Schedule Property is good, marketable and subsisting and that none else have any right, title interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachment or taxation or acquisition proceedings or any restraint orders or charges of



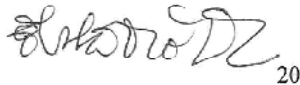
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any kind. The OWNERS shall keep the FOURTH PARTY/DEVELOPER fully indemnified and harmless, against any loss or liability, cost or claim, action or proceedings that may arise against the FOURTH PARTY/DEVELOPER on account of any defect in or want of title on the part of the OWNERS or on account of any delay caused at the instance of the OWNERS.

7.3 The FOURTH PARTY/DEVELOPER shall keep the OWNERS fully indemnified and harmless against any loss or liability, cost or claim action or proceedings, that may arise against the OWNERS and in respect of the Schedule Property and the Building to be constructed thereon by reasons of any failure on the part of the FOURTH PARTY/DEVELOPER to discharge its liabilities/obligations to the labor employed by the FOURTH PARTY/ DEVELOPER or any claims of the labor contractors or on account of any act omission or commission in using the Schedule Property or putting up the construction. In case of regularization of the constructed area as per the working drawing which is the area other than the area as per the sanctioned plan, for such additional area/floor the regularization cost shall be borne by the PARTIES to this Joint Development Agreement proportionately;

7.4 The FOURTH PARTY/DEVELOPER shall keep the OWNERS fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the OWNERS CONSTRUCTED AREA" in the Schedule Property and the buildings to be constructed thereon by reason of any failure on the part of the FOURTH PARTY/DEVELOPER, the FOURTH PARTY/DEVELOPER shall be fully liable and responsible to the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Karnataka Power Transmission Corporation Ltd., Bangalore Water Supply and Sewerage Board or any other Authorities for compliance of all the


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statutory requirement for construction of the building on the Schedule Property.

7.5 The FOURTH PARTY/DEVELOPER shall be entitled to enter into Sub Sale Agreement with the prospective purchasers in respect of the FOURTH PARTY/DEVELOPER constructed area in the Schedule Property along with proportionate undivided share in the land and car parking slots and in the event of any breach of the terms between the FOURTH PARTY/DEVELOPER and the prospective PURCHASER/ NOMINEE of the FOURTH PARTY/DEVELOPER, the OWNERS and the shall not be liable for any consequences thereof suffered by the FOURTH PARTY/DEVELOPER and that the FOURTH PARTY/DEVELOPER shall always indemnify and keep indemnified the OWNERS.

8. TRANSFER OF FOURTH PARTY/DEVELOPER'S SHARE:

8.1 The OWNERS shall convey/transfer the FOURTH PARTY/ DEVELOPER'S share in the land comprised in the Schedule Property to the FOURTH PARTY/ DEVELOPER or person/s nominated by the FOURTH PARTY/DEVELOPER as and when required by the FOURTH PARTY/DEVELOPER. The FOURTH PARTY/DEVELOPER on execution and registration of this Joint Development Agreement, shall be entitled to enter into Sale Agreement with the prospective purchaser pertaining to the undivided share of land apportioned to the share of the FOURTH PARTY/DEVELOPER.

8.2 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 the FOURTH PARTY/DEVELOPER'S share in the land rights of the Schedule Property agreed to be conveyed to the FOURTH PARTY/DEVELOPER or the FOURTH PARTY/DEVELOPER





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nominee's shall be borne by the FOURTH PARTY/DEVELOPER or the nominee/s of the FOURTH PARTY/DEVELOPER.

8.3 The FOURTH PARTY/DEVELOPER shall be entitled to enter into Agreements for sale and sell/transfer 60% or such undivided share in the land of the Schedule Property together with the apartments allotted in the building to be built on the Schedule Property as stated above to persons intending to own and receive consideration there under and enter into Construction Agreements with them, to execute Sale Deed, Supplemental Deed, Rectification Deed, Cancellation Deed or any other Assurance in relation to the share of the FOURTH PARTY/DEVELOPER. The amounts realized there from can be utilized for the purposes of construction on the Schedule Property and the OWNERS' not object to the same.

9. TAXES, MAINTENANCE, DEPOSITS, ETC., ON OWNERS' CONSTRUCTED AREA:

9.1 The OWNERS shall pay and discharge all Municipal Taxes, Cess and Assessments on the Schedule Property upto the date of granting permission to the FOURTH PARTY/DEVELOPER to enter the Schedule Property. The payment of betterment charges/development charges, if any in respect of the Schedule Property to the Bruhat Bangalore Mahanagara Palike shall be payable by the FOURTH PARTY/DEVELOPER shall obtain the khata certificate/khata extract, property tax receipts and other revenue records at their cost in respect of the Schedule Property from the Bruhat Bangalore Mahanagara Palike. The OWNERS shall not be liable to reimburse the said amount and pursuant to the apportionment of the OWNERS' CONSTRUCTED SHARE shall be liable to bear and pay all taxes, rates and cess and charges for electricity, water and sanitary and other services and outgoings payable in respect of the "OWNERS' CONSTRUCTED AREA"

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on pro-rata basis from the date of delivery of possession of the same after due service of a written notice from the FOURTH PARTY/DEVELOPER to the OWNERS that the "OWNERS' CONSTRUCTED AREA" is ready for delivery and occupation in all respects. However, the OWNERS either by themselves or through their nominees shall deposit the maintenance charges as may be determined by the FOURTH PARTY/DEVELOPER for the first twelve months from the date of delivery of possession of the OWNERS'.

9.2 The OWNERS and the FOURTH PARTY/DEVELOPER shall from the date of completion of the "OWNERS' CONSTRUCTED AREA" in all respects, maintain their respective portions, at their own cost in good, tenable and habitable condition with regular maintenance and repairs to the respective portions and shall not do or suffer to be done anything in or to the said premises, and/or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common areas. The OWNERS or their transferees in regard to the "OWNERS' CONSTRUCTED AREA" and the FOURTH PARTY/ DEVELOPER or its nominees in respect of FOURTH PARTY/DEVELOPER'S CONSTRUCTED AREA, shall become the members of the Association to be formed by all the unit OWNERS in the proposed construction for the purpose of attending the maintenance and safety of the building and all matters of common interest and concern and shall observe and perform the terms/conditions/Bye-laws/rules/ Regulations of such Association and shall subscribe to all its charters and shall be bound by the rights and obligations as enshrined in the Karnataka Apartment Ownership Act, 1972 or its references and ordinance as may be effective from time to time.



9.3 The OWNERS and the FOURTH PARTY/DEVELOPER or any one claiming through them shall be liable to bear and pay the proportionate taxes, rates and cess and charges for electricity, other services, maintenance charges and the outgoings payable in respect of their respective constructed area which shall be over and above the maintenance deposit to be paid in terms of the clause supra from the date of delivery of possession or on the expiry of 30 (THIRTY) days from the date of service of a written notice/ telegraphically or by Registered Post (Acknowledgment Due), by the FOURTH PARTY/DEVELOPER to the OWNERS informing them that their CONSTRUCTED AREA" is ready for delivery and occupation, whichever is earlier. That in the event of failure on the part of the OWNERS to take possession of the share allotted, the payment of maintenance charges shall commence from the expiry of 30 days from the date of notice duly served by the FOURTH PARTY/DEVELOPER. The OWNERS or their nominee/s shall be liable to pay one year deposit towards maintenance at the time of taking possession of their share, which shall be transferred to the corpus fund. The proposed complex shall also have a Club House, generator and other facilities/amenities and the OWNERS or their nominee/s shall be liable to become members of the Club House and shall pay a onetime deposit as determined by the FOURTH PARTY/DEVELOPER, which shall be non-refundable, but transferrable in the name of the transferee of the unit of the Apartment subject to the payment of transfer fee as may be determined by the FOURTH PARTY/DEVELOPER.

9.4 The onetime club house deposit in respect of the OWNERS' shall be collected by the OWNERS and the FOURTH PARTY/ DEVELOPER shall have no claim over the said deposits.



9.5 That after the completion of the construction, the OWNERS and the FOURTH PARTY/DEVELOPER shall contribute the expenses to be incurred in obtaining the bifurcation and assignment of Sub Khata to the respective units in the ratio of 40:60.

10. MAINTENANCE CHARGES ETC.

All obligations with respect to the Maintenance of the Apartment Complex will be by the FOURTH PARTY/DEVELOPER or their nominee and could be assigned depending on the mutual arrangements by the FOURTH PARTY/DEVELOPER and the OWNERS.

10.1 The OWNERS shall be liable to contribute their share as may be determined by the FOURTH PARTY/DEVELOPER towards the corpus fund. The PARTIES hereto covenant, that the prospective Unit owners shall be liable to become members of the Club House and shall be entitled to the use of the facilities and amenities proposed in the complex and shall be liable to pay a one time deposit as may be decided by the FOURTH PARTY/DEVELOPER, which shall be non-refundable, but transferrable in the name of the transferee of the unit subject to the payment of the Transfer Fee as may be decided by the FOURTH PARTY/DEVELOPER before the registration of the Sale Deed and thereafter as may be decided by the OWNERS' Association.

11. OBLIGATION OF THE OWNERS AND THE :

11.1 The OWNERS shall on the execution of this Joint Development Agreement grant a General Power of Attorney in favour of the FOURTH PARTY/DEVELOPER or their nominees, empowering to proceed with obtaining of licenses, sanction plans, modified plans, required in regard to the Building/s to be constructed on the Schedule Property and authorizing the FOURTH PARTY/DEVELOPER to develop the Schedule Property and convey 60% undivided share in the land of the Schedule



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Property along with the built up portion under one Sale Deed or in portions thereof or any part thereof. The OWNERS agree not to revoke the said General Power of Attorney under any circumstances as the same is executed for the purpose of development and shall be cumulative and co-extensive.

11.2 The OWNERS shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the FOURTH PARTY/ DEVELOPER may lawfully require to obtain the Plan Sanction and permissions as well as to and in order to legally and effectively vest in the FOURTH PARTY/DEVELOPER nominee/s the title to the undivided share in the Schedule Property.

11.3 The OWNERS shall observe and carry out such acts, deeds and things as may be reasonably required by the FOURTH PARTY/DEVELOPER in order to enable them to successfully develop the Schedule Property and at the cost of the OWNERS for legally vesting their title in favour of the FOURTH PARTY/ DEVELOPER and/or nominee/s and/or assignee/s of the FOURTH PARTY/DEVELOPER.

12. The name of the project shall be the choice of the FOURTH PARTY/DEVELOPER.

13. The documents of title of the Schedule Property have been delivered to the custody of FOURTH PARTY/DEVELOPER and the FOURTH PARTY/DEVELOPER shall after completion of the project deliver all the documents of title pertaining to the Schedule Property to the Apartments Owners Association.



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13.1 The FOURTH PARTY/DEVELOPER has been permitted to raise project loan to the extent of its 60% share granted under this JOINT DEVELOPMENT AGREEMENT and the FOURTH PARTY/DEVELOPER shall utilize the original documents furnished by the OWNERS for the said purpose and may deposit the same with any financial institution or any other agency/lender and the FOURTH PARTY/DEVELOPER shall duly intimate the OWNERS of the said fact and if required, the OWNERS shall join as CONSENTING WITNESSES in the document to be executed in favour of the Financial Institution.

13.2 The FOURTH PARTY/DEVELOPER covenants to use the loan for the purpose of the project only covered under this Agreement and shall not use the same for any other purpose and the OWNERS shall be kept harmless and indemnified to the extent of the OWNERS share in the super built area.

13.3 The project loan so raised by the FOURTH PARTY/DEVELOPER shall be cleared/discharged without affecting the share of the OWNERS' and the FOURTH PARTY/DEVELOPER shall always indemnify and keep indemnified the OWNERS and the against any action or proceedings initiated by any financial institution or any other agency/lender or Bank with regard to the project loan.

14. The FOURTH PARTY/DEVELOPER shall be responsible and liable under a NO DEFECT LIABILITY for a period of SIX (6) months from the date of delivery of possession of the OWNERS' constructed area and any defect so notified by the OWNERS or their nominee/s, the FOURTH PARTY/DEVELOPER shall at its cost set right the defect, except natural wear and tear and minor plaster cracks and excluding areas where modification works carried out by the Purchaser or damage done on the existing constructed areas.

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15. REFUNDABLE DEPOSIT:

15.1 The FOURTH PARTY/DEVELOPER covenants to pay a sum of Rs.47,50,000/- (Rupees Forty Seven Lakhs Fifty Thousand Only) as interest free refundable deposit amount to the OWNERS in the following ratio :

AMOUNT PAYABLE TO THE FIRST PARTY/OWNERS

Refundable Deposit .. Rs.27,50,000/-

AMOUNT PAYABLE TO THE SECOND PARTY/OWNERS

Refundable Deposit .. Rs.20,00,000/-

I. AMOUNT PAID TO THE FIRST PARTY/OWNERS:

a. Amount paid by way of cheque
dated 06.02.2013, No. 673057,
ICICI Bank, Kumarapark East Branch
Bangalore being part of the
Refundable deposit paid in the name
of Mrs.Parvathamma .. Rs. 5,00,000/-

a.i Amount paid by way of cheque
dated 05.08.2013, No.677776 ,
ICICI Bank, Kumarapark East Branch
Bangalore being part of the
Refundable deposit paid in the name
of Mrs.Parvathamma .. Rs.22,50,000/-
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Total .. Rs.27,50,000/-
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II. AMOUNT PAID TO THE SECOND PARTY/OWNERS:

a. Amount paid by way of cheque
dated 05.08.2013, No.677777, ,
ICICI Bank, Kumarapark East Branch
Bangalore being part of the
Refundable deposit paid in the name
of Mr.B.N.Nanjundappa .. Rs.10,00,000/-



a.i Amount paid by way of cheque
dated 05.08.2013, No.677778
ICICI Bank, Kumarapark East Branch
Bangalore being part of the
Refundable deposit paid in the name
of Mr.B.N.Byregowda

.. Rs.10,00,000/-
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TOTAL

.. Rs.20,00,000/-
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15.1.1 The THIRD PARTY/OWNER has not received any amount as interest free refundable deposit from the FOURTH PARTY/DEVELOPER and hence, the THIRD PARTY/OWNER shall not be bound by any financial liability between the FIRST/SECOND PARTY/OWNERS and the FOURTH PARTY/DEVELOPER.

15.2 The FOURTH PARTY/DEVELOPER on the instructions of the OWNERS have issued the cheques in the name of Mrs.Parvathamma, Mr.B.N.Nanjundappa and Mr.B.N.Byregowda and the OWNERS jointly and collectively admit and acknowledge the said payments hereinabove recorded before the witnesses.

15.3 The OWNERS shall refund the interest free refundable deposit at the time of delivery of possession of the built up area of the OWNERS. However, the FOURTH PARTY/DEVELOPER shall issue the written intimation to the OWNERS of the fact of delivery of possession of the OWNERS' constructed area and the OWNERS within 30 days from the date of written intimation duly acknowledged, shall refund the interest free refundable deposit and obtain the possession of the OWNERS' CONSTRUCTED AREA. The refund of the interest free refundable deposit shall be a condition precedent for delivery of possession of the OWNERS' CONSTRUCTED AREA. In the event of delay on the part of the OWNERS to refund the interest free refundable deposit, the possession of the OWNERS' CONSTRUCTED AREA shall be held by the FOURTH PARTY/ DEVELOPER at the cost and risk of the OWNERS

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and the OWNERS shall be liable to pay 12% per annum from the date of expiry of 30 days mentioned above till the date of payment and until the payment, the FOURTH PARTY/DEVELOPER shall have the paramount lien on the constructed area of the OWNERS.

16. ACQUISITION:

If any portion/entire Schedule Property is acquired under any law by the Government or other authority under the law, then this Joint Development Agreement shall stand terminated and the compensation payable for the full sital area shall be taken by the OWNERS and the and the compensation payable for the construction and the total expenses incurred connected with the construction made thereon by the FOURTH PARTY/DEVELOPER and the PARTIES shall mutually reconcile and settle their accounts.

16.1 INTERPRETATION:

This Joint Development Agreement shall not be construed as a Partnership between the PARTIES herein.

17. ADDITIONAL WORK:

The FOURTH PARTY/DEVELOPER may at their discretion agree to execute additional items of work (other than the specifications agreed upon) as required by the OWNERS and the on mutually agreed terms/and/or rates agreed upon which shall be payable to the FOURTH PARTY/DEVELOPER before the commencement of the additional works or that the OWNERS shall be at liberty to get any additional items of work done by his own agency only after possession is handed over to the OWNERS by the FOURTH PARTY/DEVELOPER. The time taken for undertaking such additional work shall be added to the time stipulated for completion of construction of "OWNERS' CONSTRUCTED AREA" stipulated above.

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18. ADVERTISEMENT:

The FOURTH PARTY/DEVELOPER shall be entitled to erect boards/hoarding in the Schedule Property, print brochures, advertise for sale and disposal of the built areas of the FOURTH PARTY/DEVELOPER'S share in the Schedule Property and to publish in the Newspapers calling for response from prospective purchasers and market its share of land and building in the Schedule Property in any manner, the FOURTH PARTY/DEVELOPER may deem it fit.

19. BREACH AND CONSEQUENCES:

The PARTIES hereto shall mutually co-operate for the implementation of the terms herein recorded. In the event of breach of the terms of this Joint Development Agreement by either PARTY, the aggrieved PARTY shall be entitled to enforce specific performance and also be entitled to recover all the losses and expenses incurred as consequence of such breach from the PARTY committing the breach.

20. JURISDICTION:

The City Civil Courts at Bangalore shall have jurisdiction.

21. RIGHTS AND OBLIGATIONS:

The parties agree that in respect of the built up areas allotted to their respective shares in the Schedule Property, they shall be entitled to own, possess and enjoy the same subject to such rights and restrictions and obligations that are stipulated herein and both the PARTIES agree to stipulate the conditions stated herein in the conveyance/s executed by them in favour of the prospective

 31

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purchaser/s of such built up areas in the Schedule Property. The rights and obligations shall apply to all the subsequent OWNERS/Purchasers who acquire the apartment along with the undivided share of land.

22. RIGHTS:

- a) Full right and liberty for the PARTIES and persons authorized or permitted by the PARTIES (common with all other person/s entitled, permitted or authorized to the like right) at all times by day and night to go, pass and re-pass and to use the common areas inside and outside the building.
- b) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.
- c) The right to free uninterrupted passage of running water, gas electricity from and to the building and to the unit allotted, through water courses, sewers, drains, conduits, cables and wires which may be passing through the building or any part thereof. The right of passage for the FOURTH PARTY/DEVELOPER of Units and the person/s authorized by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times with prior written permissions of FOURTH PARTY/DEVELOPER and/or Association.
- d) Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the OWNERS of Units in the Building with prior written permission of FOURTH PARTY/DEVELOPER and/or Association.
- e) Subject to payment for common facilities, amenities and services charges, the right to enjoy the common facilities and services, the right to enjoy the common facilities and services provided in the building.

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- f) The right to the use of common open area around the building (other than the area specifically allotted to any owner/s of Units in the Building for exclusive use) and the entrance area of the building.
- g) Absolute Ownership to the OWNERS possession of the units and car parking slot/s allotted.
- h) Exclusive right and use of any portion of Terrace areas and/or Garden Areas if allotted.

23. RESTRICTIONS ON THE RIGHT/S OF THE PARTIES:

The Parties and the future OWNERS of the Units in the Building in the Schedule Property shall be bound by the following restrictions and covenants in the course of Ownership and enjoyment of such units.

- a) Not to raise any construction in addition to the Units allotted.
- b) Not to use or permit the user of the Unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.
- c) Not to use the space in the land left open after the construction of the building/s in a manner which might cause hindrance to the free ingress to or egress from any part of the said building.
- d) Not to park any vehicle at any place in the Schedule Property other than in the allotted parking area.
- e) Not to default in the payment of any taxes of levies or expenses to be shared with the other owners of other apartments under the said scheme.

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- f) Not to make any arrangement for the maintenance of the exterior of the respective Units or the common amenities therein other than agreed to by the majority of owners of units thereon.
- g) Not to store in the respective Units any goods which are hazardous, combustible, dangerous or considered objectionable by any authority or which are excessively heavy as to effect or damage the construction or structure of the said building.
- h) Not to carry or case to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- i) Not to use or permit the use of common passages, common staircases or common areas for storage, display boards, materials, etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to effect the aesthetics of the said building or any part thereof.
- j) Not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and un-built upon.
- k) Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the building or on the Schedule Property.
- l) Not to cause any nuisance or health hazard to the other occupants of the building.
- m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the OWNERS of Apartments in the building.

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- n) Not to use the terrace/open area/garden area/limited common areas specifically allotted to any unit OWNERS.
- o) Not to decorate the exterior of the building and/or the unit allotted otherwise than in a manner specified by the majority of the OWNERS of the units in the said building.
- p) Not to seek for partition of common facilities or services or the land covered in the Schedule Property by metes and bounds but always shall enjoy the Schedule Property as co-owners along with the other unit OWNERS thereof.
- q) Not to use the unit allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health, hazard to others.
- r) Not to put up advertisement boards, neon sign and other display materials at any place of the building in the Schedule Property except at the previously designated location and also at the entrance door of the particular unit.
- s) No sign board, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the unit or at any open spaces inside or outside the building and compound wall.

24. EXPENSES TO BE BORNE BY OWNERS AND THE OF EACH UNIT:

The PARTIES herein and the future OWNERS and the of units in the buildings shall bear and pay within seven days of demand the proportionate share of the following common expenses in respect of an unit held by him/her, the proportion being the super built area of such unit to the total super built area of all units in the Schedule Property.

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The PARTIES or their respective nominees shall pay the monthly maintenance fee as may be decided by the MANAGING COMMITTEE of the Condominium and until its formation, the FOURTH PARTY/DEVELOPER shall decide the monthly maintenance and the amount that may be in the custody of the FOURTH PARTY/DEVELOPER who shall maintain the same and after the OWNERS Condominium is constituted, the balance amount if any in the custody of the FOURTH PARTY/DEVELOPER shall be transferred to the Condominium.

- a) Expenses towards formation of Association.
- b) Maintenances and replacement of pump sets, lifts and other machinery, electrical lines common to the building.
- c) Replacement of bulbs in corridors and other common places.
- d) Provisions of watchmen and security 24 hours round the clock service.
- e) Maintenance of common facilities and amenities and gardens.
- f) Insurance of the building.
- g) Any other common service or facility provided by the said service provider.
- h) Common area lighting, yard lighting etc.
- i) House keeping (full team of cleaners, maids, plumber, electrical) etc.
- j) AMC's if any for lifts, pumps, motors, etc.

Should any party default in any payment of any due from any common expenses, benefits or amenities, the FOURTH PARTY/DEVELOPER or the Service provider in consultation with majority of OWNERS of the Units shall have the right to remove/with draw such common benefits or amenities including electricity and water

 36 

connection from the defaulting Party's enjoyment which shall be reconnected to the party after such arrears are cleared.

NOTE-1:- The word "UNIT" shall mean and include apartments and the benefits/areas attached thereto.

NOTE-2: The word "CONSTRUCTED AREA" where ever used shall mean the super built up area which includes the share of common areas.

25. CUSTODY:

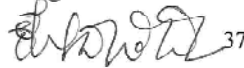
This Agreement is executed in Quadruplet. The original shall be with the FOURTH PARTY/DEVELOPER and each of the FIRST, SECOND AND THIRD PARTIES shall retain one copy:-

26. PAYMENT OF STAMP DUTY:

In the event of there being any incidence of stamp duty payable on this Joint Development Agreement including the Supplemental Sharing Agreement, shall be borne by the FOURTH PARTY/DEVELOPER.

27. The PARTIES hereto covenant and declare that this Agreement shall not be frustrated for want of covenants and shall not be deemed as a waiver. However, either of the PARTIES shall do all such lawful acts necessary and execute supplemental agreement for a proper interpretation of the terms of this Agreement and for effective implementation.

27.1 The PARTIES hereto covenant and declare that the postal articles and any letters addressed to the Parties at the address mentioned in this Agreement and sufficiently stamped, shall be deemed

 37

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to be duly served, unless the change of address is intimated in writing and acknowledged.

28. The Schedule Property is vacant and is under-developed and no developmental activity has commenced as on the date of the execution of the Joint Development Agreement.

29. The Property wherever referred to will be deemed to be held jointly and will be sold jointly by the OWNERS and the DEVELOPER as defined under the Karnataka Stamp Act.

30. That this Agreement has been signed by Mr.Kodandarama and Mr.B.N.Nanjundappa in all the preceding sheets of this document and the others have signed the last sheet and the PARTIES hereto jointly and collectively admit and acknowledge the contents and intents of this Agreement.

31. Save and except what are herein before provided the rights and obligations of the parties herein shall be governed by the law in force.

SCHEDULE PROPERTY

All that piece and parcel of the residentially converted undeveloped vacant land (vide Official Memorandum dated 17.02.2012, No.ALN/(NAY)SR 93/2011-12) being a portion of Survey No.1, situated at Venkateshpura Village, Yelahanka Hobli, Bangalore North Taluk, measuring 1 Acre 36 Guntas and including all rights, privileges and appurtenances thereto and the Schedule Property is bounded as follows:

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East by : Oni
West by : Sampigehalli Village Gadi
North by : Oni and Halla
South by : Road and thereafter Gramtana

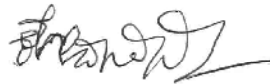
IN WITNESS WHEREOF, the **FIRST PARTY/OWNERS, SECOND PARTY/OWNERS, THIRD PARTY/OWNER** the and the **FOURTH PARTY/DEVELOPER** represented by its **Designated Partner** have signed and executed this **JOINT DEVELOPMENT AGREEMENT**, the day, month and year first above written in the presence of the following witnesses.

1.

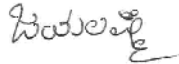
(LTM OF PARVATHAMMA DULY
ATTESTED BY:

(UMASHANKAR)

1.1



1.2

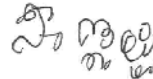


1.3



1.4 Shashi Kumar, K

1.5



1.6


(UMASHANKAR)

1.7

Saithas

45-45

1.8 Swetha . S

1.9. Sandeep . B

1.10
(For Self and Father and
Natural Guardian for 1.12
And 1.13 being Minors)

1.11 R. Venkiah
(For Self and Mother and
Natural Guardian for 1.12
And 1.13 being Minors)

FIRST PARTY/OWNERS

2. N. S. S. S. S.

2.1 A. N. B. S. S.

SECOND PARTY/OWNERS

3. P. S. S. S.

THIRD PARTY/OWNER

WITNESSES

1. P. S. S. S.
[MANOHAR]
#2469, 'E' Block
Sahakara Nagar
Bangalore - 22

2. R. G. R. S. S.
#36, Railway Paila Road
Kumarapuram
Bangalore - 20

**FOURTH PARTY/DEVELOPER
REPRESENTED BY ITS
DESIGNATED PARTNER**

DRAFTED BY :

MR. N. JAIPRAKASH RAO
MRS. VEENA RAO
JAYPEE ASSOCIATES
"LAW FIRM"
No.38, "KRISHNA"
1st Cross, Malleswaram
BANGALORE - 560 003.



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

ಪ್ರತಿ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 5247

ಕಛೇರಿ : ಯಲಹಂಕೆ

Original

ದಿನಾಂಕ : 06/08/2013

ಶ್ರೀ M/s Unishire Properties LLP Rep by its Designated Partner Mr.Pratik Mehta -
ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

2013 - 14 ವರ್ಷದ ಪ್ರಥಮ - 1 ಪ್ರಥಮ 4964 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

	ರೂ. ಪೈ.
ನೋಂದಣಿ ಶುಲ್ಕ	290700.00
ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	300.00
ಸಾಕ್ಷಿ ನಿಂಗ್ ಫೀ	1645.00
ಒಟ್ಟು :	292645.00

Rs. 1945.00 ನಗದಾಗಿ 290700.00 ಡಿ.ಡಿ.ಮೂಲಕ D.D. No 021355 Dtd: 05/08/2013

Drawn on ICICI Bank B'lore

ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : + 1500.00

ಒಟ್ಟು : 294145.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಎರಡು ಲಕ್ಷ 'ತೊಂಬತ್'ನಾಲ್ಕು ಸಾವಿರದ ಒಂದು ನೂರು ನಲವತ್ತೈದು)

ಮೇಲಿನ ಬಾಕಲೆಯನ್ನು 06/08/2013 ದಿನದಂದು ಪಡೆದಿರುವುದು

ಸಹಿ: ರಾಜಸ್ವಾಮಿ ರಾಯಲಹಂಕೆ

Designed and Developed by C- DAC ,ACTS Pune.

