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JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the 27th day of November 2017, [27.11.2017] by and between:

M/S. HBC PROJECTS PRIVATE LIMITED, a Company having its office at No.1288/3, Byraveshwara Nilaya, 3rd Cross, 1st Main Road, KHB Colony, Govindaraj Nagar, Bangalore-560040 represented by its Directors **SRI. H.C. BYREGOWDA** and **SRI. H.B. CHETAN**.

Hereinafter referred to as **OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-title and legal Heirs, Representatives assigns, etc.,) Of the **FIRST PART**;

IN FAVOUR OF

M/s. ABHEE DEVELOPERS, a Partnership Firm, having its office at No.329, 2nd Floor, 27th Main, HSR Layout, Bangalore-560102, represented by its Managing Partner **R. NAGARAJA REDDY**.

Hereinafter referred to as the **"DEVELOPER"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, administrators, partners and permitted assigns etc.,) of the Other Part.

Owners and the **Developer** are hereinafter individually referred as a **PARTY** and collective as the **PARTIES**, as the context may require.

RECITALS

WHEREAS, the owner confirms that, it is the absolute owner of all that piece and parcel of the residentially converted land bearing Survey Number 46/2 (Old Survey Number 46), measuring to an extent of 3 Acres, situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District, which is more fully described in the Schedule hereunder and hereinafter referred to as **SCHEDULE PROPERTY**.

For Abhee Developers

For HBC Projects Pvt.Ltd.

H.C. Byregowda
Director

R. Nagaraja Reddy
Partner

For HBC Projects Pvt.Ltd.

H.B. Chetan
Director

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s.ABHEE DEVELOPERS represented by its Managing Partner R. NAGARAJA REDDY,
ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನೆಗದು ರೂಪ	200.00	by cash
ಒಟ್ಟು :	200.00	

ಸ್ಥಳ : ಚಾಮರಾಜಪೇಟೆ

ದಿನಾಂಕ : 27/11/2017

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ

ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ),

ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC ,ACTS Pune.

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WHEREAS, the Owner acquired the Schedule Property in the following manner:

- a. Originally the Schedule Property being the larger extent of Survey Number 46, measuring to an extent of 12 Acres 31 Guntas was owned by one Urubagilu Muneppa.
- b. After the death of the above said Urubagilu Muneppa, his children have entered into a Partition on 01.01.1970. As per the said Partition, the land in Survey Number 46, measuring to an extent of 12 Acres 31 Guntas was allotted to the share of Nanjappa. He got mutated the katha in his name vide MR.No.15/2003-04.
- c. Thereafter Nanjappa along with his children has entered into a registered Partition on 28.05.2009, vide document bearing No.342/2009-10, registered in the office of the Sub Registrar, Attibele. As per the said partition, the land measuring to an extent of 01 Acre 01 Gunta was allotted to the share of N. Nagaraju, land measuring to an extent of 03 Acres 06.08 Guntas was allotted to the share of N. Venkatesh, land measuring to an extent of 04 Acres 12 Guntas and 07 Guntas kharab was 11.08 Guntas was allotted to the share of N. Narayanappa. They got mutated the katha of their respective names in their respective names vide MR.No.7/2011-12.
- d. Thereafter the daughters of the above said Nanjappa namely Rukkamma, Kenchamma and Jayalakshmi have executed a release deed on 10.03.2014, vide document bearing No.7401/2013-14, registered in the office of the Sub Registrar, Attibele in favour of Munikrishnappa in respect of land in Survey Number 46, measuring to an extent of Acres 04 Acres 12 Guntas allotted to the share of Munikrishnappa.
- e. Thereafter the land in Survey Number 46, measuring to an extent 04 Acres 12 Guntas allotted to the share of Munikrishnappa was phoded and renumbered as Survey Number 46/2, the balance extent of 08 Acres 19 Guntas was renumbered as Survey Number 46/1. The mutation was transferred to that effect vide MR. No. T3/2014-15.
- f. Thereafter the above said Munikrishnappa obtained the conversion of the portion of the land in Survey Number 46/2, measuring to an extent of 04

For HBC Projects Pvt.Ltd.
He. B. M. H.
Director

For Abhee Developers

R. Nagabharathy
Partner

For HBC Projects Pvt.Ltd.
H. B. D.
Director



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ಚಾಮರಾಜಪೇಟೆ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-11-2017 ರಂದು 11:13:11 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	1050.00
	ಒಟ್ಟು :	151050.00

ಶ್ರೀ M/s.ABHEE DEVELOPERS represented by its Managing Partner R. NAGARAJA REDDY. ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s.ABHEE DEVELOPERS represented by its Managing Partner R. NAGARAJA REDDY.			

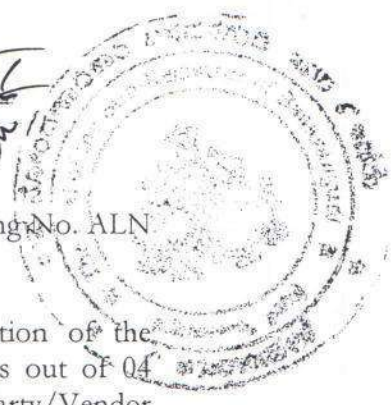
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ) ಇಲಾಖೆ
ಬೆಂಗಳೂರು.

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	M/s.ABHEE DEVELOPERS represented by its Managing Partner R. NAGARAJA REDDY. . (ಬರೆಸಿಕೊಂಡವರು)			
2	M/S. HBC PROJECTS PRIVATE LIMITED represented by its Director Sri.H.C.BYREGOWDA . (ಬರೆದುಕೊಡುವವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

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Acres 12 Guntas on 26.12.2014, vide Official Memorandum bearing No. ALN (A)(A) SR 336/2013-14.

- g. Thereafter the above said Munikrishnappa conveyed the portion of the residentially converted land measuring to an extent of 03 Acres out of 04 Acres 12 Guntas, the **Schedule Property** herein to the First Party/Vendor herein under a registered sale deed dated 19.03.2015, vide document bearing No.BSG-1-07903-2014-15, Stored in CD. No. BSGD269, registered in the office of the Sub Registrar, Basavanagudi. The Vendor got mutated the katha in its name in the records of the Chandapura Village Pancayath vide E-katha No.1983/187, bearing PID.No.150200100600321234 by paying the tax. As such the Owners at Sl.No.3 herein became the absolute owner of the Schedule Property.

WHEREAS, in the aforesaid manner the owners became the absolute owners and being in peaceful and lawful possession enjoyment of the same by paying taxes and all other statutory charges on the property to the concerned authority, accordingly the owners have absolute power and authority to deal with property in manner they deem it and now desire to develop the property Survey Number 46/2 (Old Survey Number 46), measuring to an extent of 3 Acres, situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District, which is more fully described in the schedule hereunder and hereinafter referred as "Schedule Property" (the Project land).

WHEREAS, the owner has clear and marketable title over the schedule property, which is free from all encumbrances, charges, lien, acquisition and requiring proceedings, minor's claim, maintenance claims or any other claim/s whatsoever and the owner is empowered to deal with the same in any manner he deems fit and proper.

WHEREAS, the developer/builder who is in the business of property development has approached the owner and expressed his desire to develop the schedule property by forming residential layout and thereby constructing residential villas/ Group Houses thereon and the owner has agreed to the proposal of the developer, both the parties herein mutually discussed and agreed the terms and conditions of the joint development agreement and finalized the scheme as mentioned below.

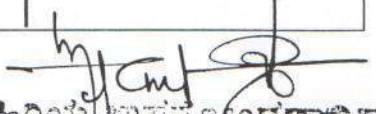
For HBC Projects Pvt.Ltd.
H.B. Bhat
Director

For **Abhee Developers**
R. Nagaraj Reddy
Partner

For HBC Projects Pvt.Ltd.
H.B. Bhat
Director

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	M/S. HBC PROJECTS PRIVATE LIMITED represented by its Director Sri.H.B.CHETAN. (ಬರೆದುಕೊಡುವವರು)			
4	Sri.H.B.CHETAN. (ಒಪ್ಪಿಗೆ ಸಾರ್ವ)			

6ನೇ ತುಟಿ ಪದ್ಧತಿ ವೇದಿ ಸಂಖ್ಯೆ 5740 I
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ಹಿರಿಯ ಅಧಿಕಾರಿ (ಸಾರ್ವಜನಿಕ ಸ್ವಾತಿ)
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

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WHEREAS, the Owner/First Party being interested in developing the Property by constructing Residential villas thereon and in pursuance thereof has offered the same for development of the **Schedule Property**.

WHEREAS, at the request of the Developer / Second Party the Owner/First Party have decided to enter in to this Joint Development Agreement and have made the following representations:

- a. In the aforementioned manner, it has become the absolute owner of the Schedule Property and the Schedule Property is its self-acquired property and that its title to the same is good, marketable and subsisting and that no one else has any right, title, or share therein and that Owner has not entered into any agreement for sale, transfer or development of the Schedule Property with anyone else and nor is it subject matter of a will or gift, memorandum of understanding oral or written.
- b. That there is no impediment to enter into this agreement under any law, or contract nor is the Schedule Property a land in respect of which there is a statutory prohibition regarding sale/ development / conveyance, and the Schedule Property is not subject to any acquisition proceedings or encumbrances, howsoever remote of any kind and it has not mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any charge for payment of income tax, wealth tax, gift tax.
- c. That there is /was no statutory bar or prohibition to acquire /hold the Schedule Property.

WHEREAS, based on the aforesaid representations made by the Owner, the Developer who is a well established Real Estate Developer has expressed its interest to develop the Schedule Property and in pursuance to thereof the parties have formulated a scheme to develop the Schedule Property by constructing Villas/Row Houses/Group Houses and by forming a residential layout by amalgamating the Schedule Property and other adjacent lands which are in contingent to each other (such development referred as **Composite Development**) agreed to enter into an agreement for development of the Schedule Property.

For HBC Projects Pvt.Ltd,

H.C. Bhat
Director

For Abhee Developers

R. Nagaraj
Partner

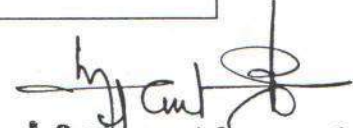
For HBC Projects Pvt.Ltd,

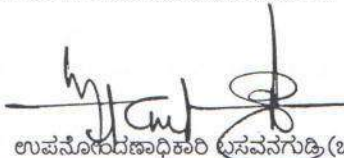
H.B. A
Director

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Papaiah S/o Madappa Ramasagara village, Anekal Taluk, Bangalore	Papaiah
2	Bhadra Reddy S/o Rama Reddy Chandapura village, Anekal Taluk, Bangalore Urban District	Bhadra Reddy

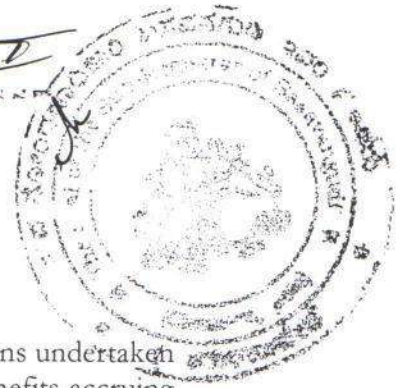

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ CMP-1-05740-2017-18 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ CMPD190 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 27-11-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)	
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Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ),
ಬೆಂಗಳೂರು.

9.ನ. ಕೃಷಿ ಭೂಮಿ ಸಂಖ್ಯೆ 5740 I
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IT IS NOW AGREED AS FOLLOWS:

1. Agreement:

1.1 That in pursuance of the foregoing and subject to the obligations undertaken to hereof by each party hereto and in consideration of the benefits accruing to each party as provided herein, the Developer has agreed to develop the Schedule Property into individual house in the form of Villas/ Residential layout / Row house/Group Housing by amalgamating the other adjacent land owners as decided by it on the terms and conditions contained herein below.

1.2 This Agreement shall always mean and include the Annexure(s) hereto and all other agreements, amendments, deeds and other documents pertaining to the development viz., the plans, drawings and sketches drawn up for development of the Schedule Property executed between the parties hereto subsequently, including and not limited to the irrevocable registered Power of attorney to be executed by the Owners in favour of Developer. It shall always be provided that, all such Annexure and agreements/deeds are co-terminus to each other and shall run concurrently to this Agreement and until this Agreement is terminated or is otherwise determined in the manner provided hereinafter all other Agreements shall be subsisting and enforceable against each other.

2. Interpretation and Definitions:

2.1 In case of any ambiguity of any clause or terms or conditions herein the same shall be interpreted to convey the true intention of the parties hereto which is to fulfil the objectives of the agreement by developing the Schedule Property. This Agreement is not to be read to mean the constitution of a partnership or agency by and between the parties hereto and whereas it is an agreement between two principals.

2.2 **Defined terms:** In this Agreement unless the context otherwise requires:

2.3.1. **Representative of OWNER** means **H.C. BYREGOWDA** successors in interest or legal heirs.

2.3.2. **Representatives of DEVELOPER** means **Mr. R. NAGARAJA REDDY**, the Partner of Firm.

For HBC Projects Pvt.Ltd.

H.B. Reddy
Director

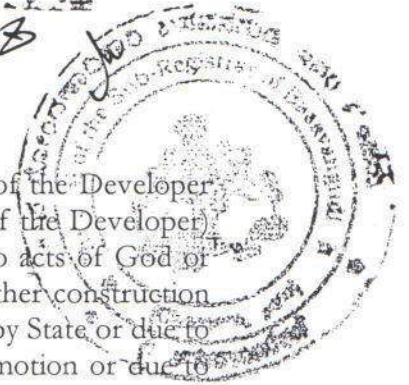
For Abhee Developers

R. Nagaraja Reddy
Partner

For HBC Projects Pvt.Ltd.

H.B. Reddy
Director

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2.3.3. **Force Majeure** means circumstances beyond the control of the Developer (which are not directly or indirectly attributed to the act of the Developer) whereby the development of the Building is delayed due to acts of God or the State or due to non-availability of cement, steel and other construction materials or non-supply of Electricity/water/amenities etc. by State or due to any Government restriction or due to reason of civil commotion or due to any injunction or prohibitory orders.

2.3.4. **"Complete the construction"** means the building foundation, basement, superstructure, sanitary, plumbing, standard electrical (HT& LT) for the load specified.

2.3.5. **"Specifications"** means as described in the Annexure-I to this Joint Development Agreement.

3. **Title:**

- 3.1 The Owner represent that, it is the absolute owner of the Schedule Property and its title to the Schedule Property as aforesaid is unimpeachable, good, marketable and subsisting and that they are the absolute owners in right, title and interest of the Schedule Property, free from all encumbrances, charges, liens, lis, claims whatsoever.
- 3.2 The Owner shall as and when called upon by the Developer, provide all necessary deeds and documents in order to convey proper unimpeachable right, title and interest of the Schedule Property to the Developer or purchaser/s of the development.
- 3.3 The Owner shall get their names mutated in the revenue records of Grama Panchayath, by paying all necessary fees; betterment charges etc. and obtain Khata Certificate from the said authority. The responsibility of Developer to develop the Schedule Property as per the terms of this agreement shall commence only on obtaining the khata Certificate as per this clause.
- 3.4 The Owner shall at its cost and consequence ensure always that the representations made hereinabove remain to be subsisting and true and cure any defect in the title (if any).

For HBC Projects Pvt.Ltd.

H.C. Balle
Director

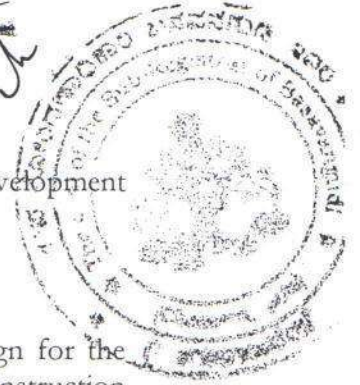
For Abhee Developers

R. Nagaraj Reddy
Partner

For HBC Projects Pvt.Ltd.

H.B. D.
Director

11. ನೇತೃತ್ವ ವಹಿಸುವ ಸಂಖ್ಯೆ 5740 J
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3.5 The Owner has paid property taxes till this date of Joint Development agreement.

4. Plans/Licenses:

- 4.1 The Developer shall prepare the necessary Plans/Drawing/Design for the formation of Residential layout / Row house /Group Housing/construction of individual house in the form of Villas/Row Houses/Group Houses for submission to the statutory authority by obtaining Owners consent and shall submit the same after Owners obtaining Khata Certificate as per clause 3.3 supra. The responsibility and expenses for preparing and obtaining necessary licenses, no objection certificate, and sanction plan shall be borne by the Developer alone. The Owner shall duly sign all such applications and further the Owner shall execute a Power of Attorney authorizing the Developer to submit such plans/other documents in this regard.
- 4.2 The Developer shall develop the Schedule Property on the basis of plans sanctioned and approved by the BMRDA, BDA, GRAM PANCHAYATH or any competent authority and compliance with local laws/ rules and regulations of the said authority.
- 4.3 The Developer would comply with all applicable rules, regulations, laws prevailing and would complete the development and developed strictly in accordance with the terms and conditions and confirming to the specifications at Annexure I AND II stipulated under this Development Agreement and handover the Developed areas along residential villas/ building allotted to the share of the party of the First Part on time as per area sharing arrangement with confirming of the prevailing rules and regulations of concerned planning authority Act and RERA ACT.
- 4.4 The Developer shall be entitled to modify the Plan already submitted or submit fresh plan, from time to time as decided by the Developer without materially affecting the benefits accruing to the Owner as provided herein. However, the same shall be informed to the Owner. True Copies of all such plans, licenses and permissions so obtained by the Developer from the competent authority, shall be handed over to the Owner as and when so requisitioned.

For HBC Projects Pvt.Ltd.

H.C. Bhat
Director

For Abhee Developers

Ranga Ravi Reddy
Partner

For HBC Projects Pvt.Ltd.

H.B. J
Director

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5. Development:

- 5.1 In pursuance to the Agreement reached and the consideration reserved hereof and the obligations undertaken herein by each party hereto, the Owner do hereby irrevocably permit the Developer or their agents or contractors or architects or surveyors or workers or persons claiming under them to enter the Schedule Property for undertaking the development of the same and the Owner covenants to the Developer that, such permission shall not be revoked until all the objects of this Agreement are fulfilled as the Developer shall be incurring expenditure for construction provided however that, nothing herein contained shall be construed as delivery of possession in part performance of any Agreement for Sale under Sec 53 A of the Transfer of Property Act and under section 2 (47) (v) of the Income Tax Act. It is clarified that the right of entry into the Schedule Property is for permissive possession and for undertaking development and carrying out construction works thereof.
- 5.2 The Developer is entitled to, at its option, exploit the Schedule Property to form individual house in the form of Villas / Residential layout / Row house/Group Housing as permissible under law and as per sanction plans.
- 5.3 The formation of the layout and construction of the proposed development will be as per the specifications annexed hereto at Annexure-I.
- 5.4 The Developer shall be entitled to develop the Schedule Property either by them self or entrust the work of construction to any other contractor. However, the Developer shall be responsible for due performance.
- 5.5 The Owner shall join hands and co-operate with the Developer to develop the Schedule Property as aforesaid and on terms and conditions appearing herein below.
- 5.6 The second party covenant with first party that the second party shall follow and adhered rules and regulations envisaged under the real estate regulation Act and pursuant said Act, Karnataka real estate regulations 2017. The second party shall obtain the completion certificate from the planning authority after providing of the amenities as per Joint Development Agreement.

For HBC Projects Pvt.Ltd.

H.B. Bhat
Director

For HBC Projects Pvt.Ltd.

H.B. Bhat
Director

For Abhee Developers

R. Nagarajulu
Partner

13 5748 D
17.13 J



5.7 That the cost of permissions for obtaining any permissions, No objection certificate, commencement certificate, occupation certificate / completion certificate pursuant deposits of BESCOM, BWSSB, Local panchayanthathi i.e any other authorities shall be borne by the second party / Developer for schedule property.

6. Consideration:

- 6.1. The Developer at its own cost shall construct and deliver 34% of **Developed/Sale able/Sital** area (Calculated on the Schedule Property based on the sanction drawings) along with the construction in the form of individual Villas/Row Houses as per the sanctioned plan by the competent authority [Hereinafter referred to as the **"OWNER'S SALEABLE AREA"**] for the absolute use, benefit and ownership of the Owners or his nominees or his assigns or purchasers as per the design and specifications provided herein or as subsequently agreed to between the parties hereto. If so called upon, the Developer shall execute all necessary deeds to more fully convey and confirm the transfer of the **OWNER'S AREA** to the Owners or their nominees or assigns at the latter's cost.
- 6.2. The Owner's Area shall be the absolute property of the Owner and it shall be entitled to sell, mortgage, gift, release, settle, lease or otherwise dispose of the same or any part thereof and he shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.
- 6.3. In pursuance to clause 6.1 & 6.2, the Developer shall be entitled to retain as absolute owners thereof **66% of Developed/Sale able/Sital** area (Calculated on the Schedule Property based on the sanction drawings) of the saleable area either in the form of sites or individual constructed house on the Schedule Property which includes proportionate common areas, amenities and all the remaining Car Parking area other than those allotted to owners in the Schedule Property and the right to ownership of **66%** of the saleable area in the Schedule Property available for sale as per the sanction plan by the competent authority [Hereinafter referred to as the **"DEVELOPER'S SALEABLE AREA"**]. The Developer shall have the right to seek conveyance of the proportionate share/undivided share, right, title and interest in the land of the Schedule Property in favour of the

For HBC Projects Pvt.Ltd,

H.B. Bhat
Director

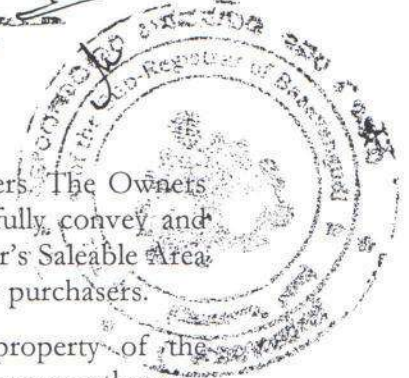
For HBC Projects Pvt.Ltd.

H.B. Bhat
Director

For Abhee Developers

R. Nagababu Reddy
Partner

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Developer or its nominees/assigns or prospective purchasers. The Owners shall execute all necessary deeds of conveyance to more fully convey and confirm the transfer of the land being part of the Developer's Saleable Area to the Developer or its nominees or assignees or prospective purchasers.

- 6.4. The Developer's Saleable Area shall be the absolute property of the Developer and they shall be entitled to sell, mortgage, gift, lease or otherwise dispose of the same either in the form of sites with or without construction or any part thereof and they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.
- 6.5. The Parties are entitled to use its entitlement supra for the earmarked purpose alone.
- 6.6. On plans as per clause 4.1 being sanctioned, the parties will on mutual consent identify their respective shares in the saleable area and construction their upon shall be recorded in writing as per a separate Sharing Agreement, which shall be entered into between the parties within 45 days from obtaining of the plan sanction. However, it is agreed herein by the parties that the Owners and Developer shall be allotted the sites/villas/Row Houses proportionately in all the Lanes/Road of the Project.
- 6.7. The Developer shall complete the construction of the Owner's Saleable Area and Developer's Saleable Area within 36 months ("time for completion") from the date of obtaining Plan approval and commencement certificate from BMRDA. However, the Developer shall be entitled to a further grace period of 6 months only to complete the project after the said stipulated time for completion. The project shall be complete in all respects including and not limited to civil works, landscaping, electrical works, sanitary and plumbing works, sewerage and all other common amenities including and not limited to car parks, lobbies, pathways, roads, compound wall etc with the specifications and as per the design agreed to excluding however (a) the obtaining of all necessary permissions and sanctions for use and occupation thereof including and not limited to Occupation Certificate from the competent Authority (b) Completion Certificate from the Fire Force if applicable etc. and (c) along with permanent connection for electricity, water and sewerage etc.

For Abhee Developers

For HBC Projects Pvt.Ltd.

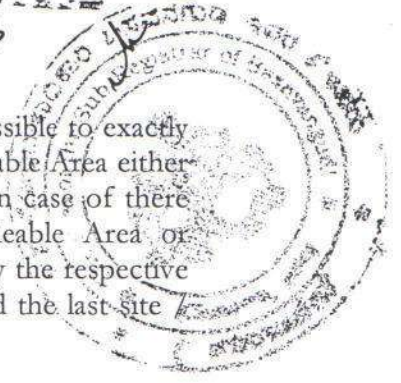
H.C. B.V.
Director

R. Nagababu Kelly

For HBC Projects Pvt.Ltd.

H.B.A.
Director

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6.8. Fractional Areas:

In view of there being a large development it may not be possible to exactly divide the Owner's Saleable Area and Developer's of the saleable Area either in the form of sites or individual constructed house Area. In case of there being shortfall or excess of delivery of the Owner's Saleable Area or Developer's Saleable Area, the same shall be compensated by the respective parties, as per the market value or which the Developer sold the last site / villa/Row House/Group Houses.

7. Non-Refundable Security Deposit:

7.1. In confirmation of the undertaking of the Developer to develop the Schedule Property on the terms and conditions contained herein, the Developer has paid Non-Refundable deposit of **Rs.45,00,000/- (Rupees Forty-Five Lakh Only)** to the Owners in the following manner:

- a. Rs.30,00,000/- (Rupees Twenty-Five Lakh Only) vide cheque bearing No. 000821, dated 27.11.2017, drawn on Kotak Mahindra Bank, HSR Layout Branch, Bangalore paid by the Developer in favour of the Owners/First Party. The receipt of the same is acknowledged by Owner/First Party.
- b. Rs.15,00,000/- (Rupees Fifteen Lakh Only) will be paid by the Developer in favour of the Owners/First Party on execution of Sharing Agreement.

7.a Refundable Security Deposit:

In confirmation of the undertaking of the Developer to develop the Schedule Property on the terms and conditions contained herein, the Developer has paid advance/refundable deposit of **Rs. 30,00,000/- (Rupees Thirty Lakh Only)** on the execution of this JDA vide cheque bearing No. 000823, dated 27.11.2017, drawn on Kotak Mahindra Bank, HSR Layout Branch, Bangalore in favour of the Owners/First Party. The receipt of which is acknowledged by the First Party/Owners.

8. Construction:

8.1 In consideration of mutual obligations undertaken and non-refundable deposit paid, the Developer shall develop the Schedule Property by forming a residential layout and a individual houses in the form of Villas/Row Houses/Group Houses thereon at its cost in accordance with the plan of development along with common amenities, facilities, lobbies, stair case, passages, internal roads, car parking, landscaping, pathways, electrical/ water /sewerage lines, along with pipes and cisterns etc. which are to be provided for the Building in compliance with statutory requirement. All the above shall be fully functional and as per the specification set out herein.

For Abhee Developers

For HBC Projects Pvt.Ltd.

H.B. Bhat
Director

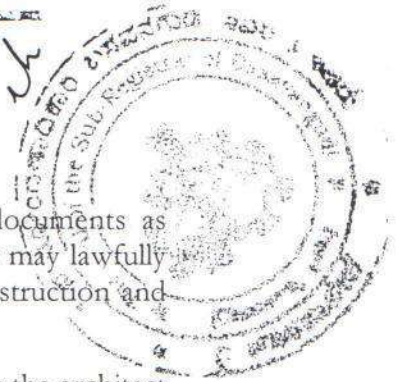
For HBC Projects Pvt.Ltd.

H.B. Bhat
Director

R. Nagappa Kelly

Partner

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- 8.2 The Owner shall sign and execute all applications/papers/documents as required and do all acts and deeds and things as the Developer may lawfully require in order obtaining licenses, sanction plan for such construction and for completing the development of the Schedule Property.
- 8.3 The Developer shall utilize FAR for development as decided by the architect as suitable for the marketing of the project, who is appointed the Developer.
- 8.4 The method and manner of construction of the Residential layout/Villas/Row Houses/Group Houses shall be as per the plans of the Developer.
- 8.5 The best quality materials shall be used in the construction of the Residential of Villas/Row Houses/Group Houses. The detailed list of such material to be used and specifications of the construction plan shall be as contained in the Annexure hereto. The Developer shall at its cost engage architects, engineers and contractors who have the necessary experience and expertise to construct the Building.
9. Cost:
- 9.1 The total cost of development and construction of the Residential layout/Villas/Row Houses/Group Houses with specifications as per Annexure and all Developments and improvements to be carried out as set out hereinabove and to be put up on the Schedule Property shall be borne by the Developer. Save and except to the extent set out herein, the Owners shall not be required to pay for the cost of construction or development or for obtaining plans and licensees as set out hereinabove.
- 9.2 The owners are liable to pay for any present or future Taxes / charges levied by State/Central which is being imposed on the Developer for delivery of Owner's Saleable Area included and not limited to VAT / KVAT / Service Taxes / Income Tax/GST or any other statutory.
- 9.3 The Owners hereby undertakes to comply with the statutory and legal requirements as amended from time to time in all matters relating to their entitlement under this agreement.
- 9.4 The Developer shall bear all cost includes professional fees paid to Advocates, architects or charges paid to obtain the license and sanction plan

For HBC Projects Pvt.Ltd,

H.C. Bhat
Director

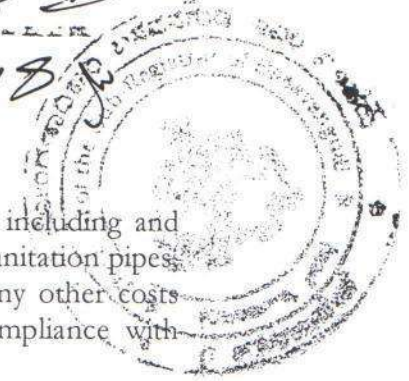
For HBC Projects Pvt.Ltd.

H.B. J
Director

For Abhee Developers

R. Nagaraj
Director

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or to engineers, contractors engaged, construction materials including and not limited to cement, bricks, steel, façade, electrical cabling, sanitation pipes, paint, tiling, marble, glass, aluminium used to construct or any other costs incurred to complete the project in all respects and in compliance with statutory regulations.

- 9.5 The Developer shall solely bear and pay without recourse to the OWNERS any and /or all claims, charges, costs, expenses of compensation to be paid to the labour engaged for such construction.
- 9.6 During the period of the construction of the Building, the Property Tax shall be borne by the Developer. Thereafter the property tax in respect of the land and building shall be borne by the Parties in proportionate to their respective allocations therein.

10. General Power of Attorney & Loan:

- 10.1 Simultaneously on the execution of this Agreement, the Owners shall execute a registered irrevocable Power of Attorney interalia empowering the Developer to alienate, sell, convey and lease the Developer's Saleable Area in the form of individual sites with or without construction and also for enabling the development of the land in the Schedule Property and to obtain necessary Clearance, permissions, sanctions from all the Government/Competent authorities whenever necessary.
- 10.2 The Owners shall not be entitled to revoke the aforesaid power of attorneys without this Agreement being terminated as the Developer in pursuance to this Agreement is incurring expenditure in the Development and therefore the Power of Attorney is one coupled with interest.

11. Power to Raise Loans:

- 11.1 The developer shall be entitled to obtain facilities from Banks, Financiers, Financial Companies and/or other Financial Institutions, required for development of the Schedule Property and construction there on assigning the developmental rights of the developer and on developer share of land and in the Building to be developed to which the developer is entitled to mortgage by depositing the Title deeds of the Schedule Property by developer share only i.e., 66% of the saleable area with or without construction along with the developmental rights as a security.

For HBC Projects Pvt.Ltd.,

H.C. Bhat
Director

For Abhee Developers

R. Nagaraj
Partner

For HBC Projects Pvt.Ltd.

H.B. D.
Director

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- 11.2. Further, there shall be no liability on the owners in regard to any such debts or borrowed and in the event of any default in repayment of any debt/borrow incurred by the developer, recovery shall be enforced only against the developer and his share of land and building. The power to raise loans by the developer shall be restricted on the Developers' Area and developer share in the land in Schedule Property. The owners are not liable for any liability created by developer at any time. The developer assures and covenants with the owners that the liability so created by them as aforesaid will be fully met by them without making the 'OWNERS' SALEABLE AREA'.
- 11.3. The owners shall however sign and execute required papers in favour of the financial institution/s to support the applications of the developer for financial accommodation provided no such execution of the documents by the owners will expose Owner's Area and building thereon in the Schedule Property for any liability created by developer and will be restricted to developer proportionate share of developed area and undivided share of land and further developer shall entitled to mortgage 66% of its share of saleable area only.
12. Defect Liability:
- The Developer shall be responsible for any defects in the proposed Building noticed up to a period of Twelve months from the date of obtaining handing over the Owners' Saleable Area.
13. Additional Work:
- 13.1. It is agreed between the parties that in the event of there being any change in the specifications sought for by the Owners for their share of Saleable Area which is in the nature of up gradation of specifications as per Annexure herein then in that event, the Owners shall contribute the difference for such up gradation cost as per the rates of Developer.
- 13.2. The Developer may at its discretion agree to execute additional items of work (other than those specified in the specification annexed hereto in Annexure) as required by the Owners on a separate and mutually agreed terms/and/or rates. The Developer is at liberty to refuse any additional work.

For HBC Projects Pvt.Ltd.

H.B. M.
Director

For HBC Projects Pvt.Ltd.,

H.B. M.
Director

For Abhee Developers

R. Nagaraj
Partner

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14. Time:

- 14.1 The Owners are bringing the Schedule Property as their equity into this Joint Development and whereas the Developer will be bringing in its skill, experiences, intellects, monies and resources to construct & develop the Schedule Property and therefore it is imperative that the parties fulfil their obligations within the time frame mentioned therein. The Developer shall complete the Building within the time for completion.

15. Marketing/ Advertisement/Publicity:

- 15.1 The Developer shall be entitled to erect its Signboards in the Schedule Property advertising for sale and disposal of the Developer's Saleable Area in the Schedule Property and to publish in the Newspaper/s, Magazine/s, Web site/s and such other media calling for application forms from prospective purchasers and market the Building.

16. Delivery:

- 16.1 On completion of the proportionate Construction of the Owner's Saleable Area, the Developer shall give 30 days' clear notice calling upon the Owners to take delivery of the Owner's Saleable Area. In the event the Owners fails to take delivery of the said area, they shall be liable to pay maintenance, property tax, and other charges until they take delivery.
- 16.2 The Developer hereby agrees to deliver to the Owners, possession of the Owner's Saleable Area on completion of the construction complete in all respects and on obtaining Completion Certificate from the Architect/Project Management Company (PMC)/structural consultant.
- 16.3 The entire development of the Schedule Property shall be undertaken simultaneously anyhow under no circumstance shall the delivery of the Owner's Saleable Area be delayed.
- 16.4 Provided always the Developer shall not incur any liability for any delay in delivery of the possession of the Owner's Saleable Area by reason of non-availability of cement, steel and other construction materials or non-supply of Electricity/water/amenities etc by State or by government restriction and by reason of civil commotion, act of god or due to any injunction or

For HBC Projects Pvt.Ltd,

H.B. Bhat
Director

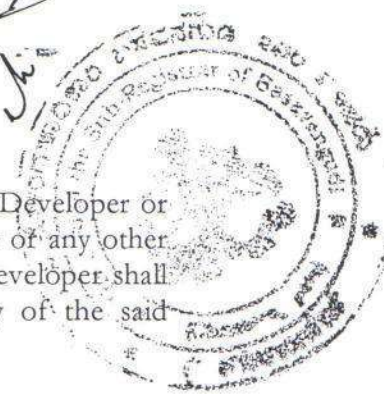
For HBC Projects Pvt.Ltd,

H.B. Bhat
Director

For Abhee Developers

Nagabharan Reddy
Partner

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prohibitory orders not attributed to against any action of the Developer or conditions of the force majeure. In any of the aforesaid event of any other events which are beyond the control of the Developer, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's Saleable Area.

- 16.5 That on handing over of the site able area falling to the share of the First Party owner, the First Party owner shall be responsible to pay the maintenance charges, including taxes, in respect to their entitlement of site able area. The First Party Owner shall follow the terms and condition of the bye-laws of the Association/Society to be formed by the Developer in the project.
- 16.6 If the developer failed to deliver the owner share subject to the developer making payment @ Rs.5/- (Rupees Five only) per sq ft per month of delay by way of damages to the owner (owner's share) and the developer agrees to pay every month till delivery of owner share.
17. Conveyance:
- 17.1 On execution of this Agreement, the Developer as the duly constituted attorney of the Owners shall be entitled to enter into agreements for sale of the sites / villas/Row Houses/Group Houses and proportionate undivided share, right, title and interest in the Schedule Property forming part of Developer's Saleable Area to persons nominated by the Developer and they shall be entitled to receive sale consideration directly from such purchasers.
- 17.2 The Developer shall be entitled to enter into an agreement for construction of the Developer's Saleable Area with persons intending to own Villas/Row Houses/Group Houses and the Developer shall be entitled to receive sale consideration directly from such purchasers towards the cost of construction.
- 17.3 The stamp duty, registration charges and expenses in connection with the preparation and execution of the Deeds, Conveyance and other documents relating to Developer's Saleable Area to be conveyed to the Developer or their nominee shall be borne by the latter and similarly the stamp duty, registration charges and expenses in connection with the preparation and

For HBC Projects Pvt.Ltd.

H.C. Bhat
Director

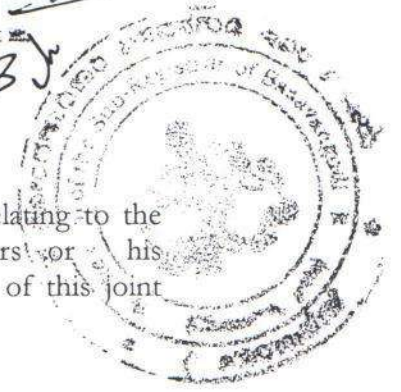
For Abhee Developers

R. Naga Kumar Reddy
Partner

For HBC Projects Pvt.Ltd.

H.B. A.
Director

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execution of the Deeds, Conveyance and other documents relating to the Owner's Saleable Area shall be borne by the Owners or his nominees/assignees, as the case may be. Further preparation of this joint development agreement shall be borne by the developer only.

18. Indemnity:

- 18.1 The Owner hereby confirms that its title to the Schedule Property is good, marketable and subsisting and that none-else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachments, or taxation or acquisition proceedings or charges of any kind or any tenancy claims and he is fully entitled to deal with the Schedule Property in terms of this Agreement. The Owners shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings and third party claims that may arise against the Developer on account of any defect in or want of title on the part of the Owners and/or on account of breach by Owners in compliance of the terms of this Agreement and shall also make good of the loss of cost of construction, development expenses, loss of profit, interest and damages arising out of the defective title of Owners and/or on account of breach, acts of omission and commission of Owners.

The 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 or the Owner's Saleable Area in the Schedule Property and the buildings to be constructed thereon or against the Owners entitlement of sale proceeds by reason of any failure on the part of the Developer to discharge their liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or arising out of the putting up of the construction and further the Developer shall be fully liable and responsible to the BDA, BBMP, Government, Karnataka Industrial Area Development Board, Bangalore Electricity Supply Company Ltd., and Water Supply and Sewerage Board and other Authorities for compliance of all the statutory requirements for construction of buildings on the Schedule Property, subject to Force Majeure.

For HBC Projects Pvt.Ltd.

H. B. D.
Director

For Abhee Developers

R. Nagaraj
Partner

For HBC Projects Pvt.Ltd.

H. B. D.
Director

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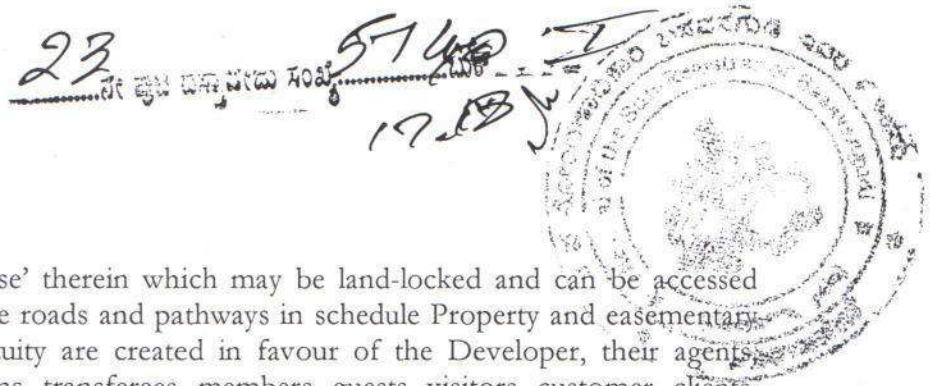
19. CLUB HOUSE:

- 19.1. The Developer shall construct a Multipurpose Club House with facilities like Splash Pool, Indoor games, etc., in portion of Schedule Property or anywhere in the Project. The land utilized for construction of club house shall be excluded from the area sharing agreement proportionate to the land utilized for the club house from all the land owners who have contributed their lands for the Project. The First Party/Owner shall have a right of 34% over the club house membership fees collected from the prospective purchasers, which shall be calculated on the Schedule Property.
- 19.2. The Developer shall construct the club house building at its cost and shall provide a membership to the club house to the First Party/Vendor and the Purchasers of the sites of the Owner's share and First party and prospective purchaser of the Owners share's site shall pay the membership as fixed by the Developer.
- 19.3. The ownership and possession of the Club House including movable assets will remain absolutely and exclusively with the Developer and/or its associate concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to:
- a. Refuse/reject applications for memberships and expel/suspend members either on account of failure to observe the club house's rules and/or non-payment of subscription and other dues or for misuse of facilities or for other reasons.
 - b. Fix the entrance fees, subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - c. Frame the Rules and regulations regarding usage of the facilities at the "Club House"
- 19.4. The Developer shall have a perpetual right of ingress and egress to the 'Club House' by using the roads and other facilities in the layout to be formed in the Schedule Property themselves and by their agents, servants, members, invitees, guests, visitors authorized/Permitted by them etc.,

For HBC Projects Pvt.Ltd.
He. B. M. S.
Director

For HBC Projects Pvt.Ltd.
H.B.S.
Director

For Abhee Developers
Ratnakar Reddy
Partner



19.5. The 'Club House' therein which may be land-locked and can be accessed only through the roads and pathways in schedule Property and easementary rights in perpetuity are created in favour of the Developer, their agents, nominees, assigns, transferees, members, guests, visitors, customer, clients, suppliers etc., to reach the 'Club House' from main road through common roads, the perpetual easement right of access to and from the 'Club House' created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the purchaser shall not have the right to question or prevent or obstruct such use and enjoyment of 'Club House' and common roads/passages/facilities by the Developer and persons claiming under them and Developer can permit persons using 'Club House' to make use of roads and other facilities in Schedule property to reach 'Club House'.

19.6. The purchaser as long as he/she/they remain a plot owner residential layout to be formed in the Schedule Property shall be entitled to use the 'Club House', subject to

- a) Strict observance of the rules of the club, framed by the Developer, their agents/assigns, from time to time;
- b) The Payment of the subscriptions as may be fixed from time to time by the Developer and/or their agents/assigns;
- c) The payment to charges for usage as may be fixed from time to time by the Developer and their agents/assigns and are entitled for the following
 - (i) The purchaser of sites and his/her/their immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration.
 - (ii) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Developer and their agents/ assign and subject to the payment of the subscriptions as may be fixed by them and subject to payment of charges for usage.
 - (iii) Member will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the club movable or immovable.

For HBC Projects Pvt.Ltd,

H.B.M.
Director

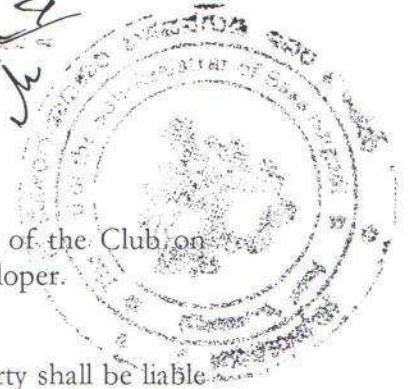
For Abhee Developers

Rajesh Kumar Kelly
Partner

For HBC Projects Pvt.Ltd,

H.B.M.
Director

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17.13 J



(iv) The purchaser is entitled to be enrolled as member of the Club on payment of enrollment fee as prescribed by the Developer.

20. Other terms:

- 20.1 Over and above all the sums as per clause above, each party shall be liable to bear and pay all sums including and Maintenance/Sinking Fund/Property Tax/ Cess and outgoing payable in respect of their respective area whereby the Owner shall pay for the Owner's Saleable Area respectively and the Developer shall pay for the Developer's Saleable Area in the Schedule Property.
- 20.2 Similarly, all deposits and charges payable to Karnataka Electricity Board / Water Supply and Sewerage Board or other authorities, in respect of Owner Saleable Area shall be paid by the Developer. The Developer shall have right to recover all deposits, chargers and expenses from the for the Owner's Saleable Area and the Developer shall have a right to recover clubhouse membership fee from the prospective purchasers.
- 20.3 The Owner and Developer or the respective buyers shall pay maintenance as agreed to for the super built up area falling to their share under this Agreement and shall pay all deposits for sanitation, electrical power, water which they are required to pay to the BDA, BBMP, PANCHAYATH and other statutory authorities.
- 20.4 The Developer after completion of project may, at its discretion, appoint any Agency/Property Management Company (PMC) to maintain the Building. The said Agency/PMC, as may be applicable, shall be paid maintenance charges by collecting an amount from each occupant of the Building and the Owners shall be responsible for payment from the Owner's aleable Area and the Developer shall be responsible for payments from the Developer's Saleable Area. All persons who become Owners of the Villas shall become members of the Owners Association as formed by the Developer and observe and perform the terms /conditions /bye-laws /rules /regulations of such organizations and shall submit their area to be governed by the governing law.

21. Document of Title:

- 21.1. The Owners shall on signing of Joint Development Agreement deliver the original title deeds pertaining to the Schedule Property to the Developer. On

For HBC Projects Pvt.Ltd.,

H.B. J
Director

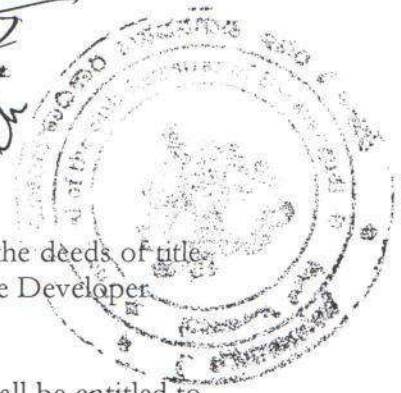
For HBC Projects Pvt.Ltd.,

H.B. J
Director

For Abhee Developers

R. Nagaraj
Partner

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completion of the Development, Developer shall handover the deeds of title to the Owners Association of the Project to be formed by the Developer.

22. Breach and consequences:

22.1. In the event of breach by either party, the aggrieved party shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach if the breaching party has not corrected any breach within 30 days from the notice of the enforcing party who has complied with all the provisions of this Agreement.

23. Amendment:

23.1 Any amendment to the Deed should be in writing and signed by the parties hereto.

24. Waiver:

24.1 In the event a party hereto does not immediately bring to the notice of the other party hereto, the breach of any clause or enforcement of any clause, it shall not be deemed as if such party has waived the same.

25. Severability:

25.1 In case any clause or term in this Agreement is found to be unenforceable or illegal by any court of competent jurisdiction, the remainder of the Agreement shall be held to be enforceable and read as if such clause did not exist. However, such clause so deemed to be illegal or unenforceable shall be replaced by a clause to give the same effect.

26. Notice:

26.1 Any notice to any party hereto shall be in writing and sent to their address as mentioned hereinabove or the address from which a notice is received.

26.2 A notice shall be sent in writing by registered post and be deemed served within 7 days from it being sent.

27. Stamp Duty and Registration Fee:

27.1 The stamp duty and registration expense of this deed shall be borne by the Developer.

For HBC Projects Pvt.Ltd,

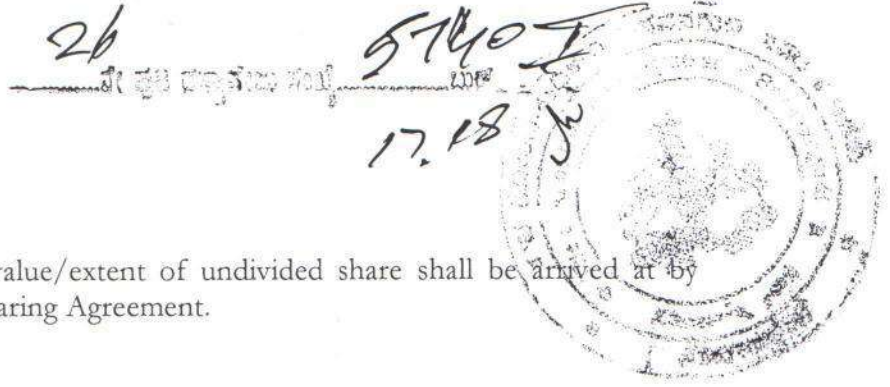
H.C. Bose
Director

For Abhee Developers

R. Nagababu Reddy
Partner

For HBC Projects Pvt.Ltd,

H.B. D.
Director



27.2 The calculation of value/extent of undivided share shall be arrived at by parties on signing Sharing Agreement.

28. Acquisition:

28.1 If the entire Schedule Property or any portion thereof is acquired under any law by the Government or other Authority under the law, then the compensation payable thereof for the Schedule Property shall be shared as per their area sharing ratio. Further the Owner shall refund to Developer all the amounts received under this agreement without interest immediately after final notification.

29. Name:

29.1 The Building/Project to be constructed in the Schedule Property shall be decided by the Developer alone and owners shall not have objections for the same.

30. Assignment:

30.1 The Developer shall have full rights to assign its rights under this agreement in favour of any of its sister concerns, group of firms, companies, etc., or nominate any of firm, company, contractor for development of the Schedule Property and to assign the developmental rights to the financial institutions for obtaining of the project loan, owners shall not object for the same. However Developer shall be responsible for the due performance.

31. Dispute Resolution:

31.1 In case of any disputes as to the design and specifications of the plans and quality of material the decision of the Architect and/or the Project Management Consultant appointed by the Developer shall be final.

31.2 The Parties shall be entitled to specific performance of this Agreement. Neither party shall sue the other party without prior notice thereof to the other party and lis-pending the agreement or obligations undertaken herein by the Owners shall be in force and not be suspended and the rights of the Developer shall be in force unless restrained by a Court.

31.3 The Courts in Bangalore shall alone have the jurisdiction.

For HBC Projects Pvt.Ltd.

He. B. H.
Director

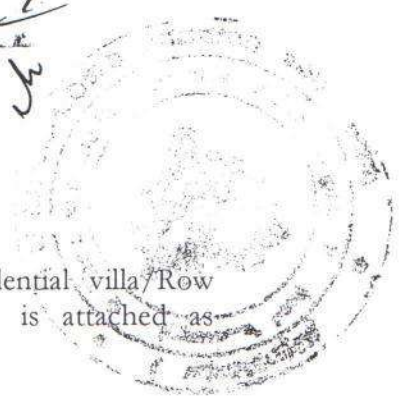
For Abhee Developers

R. Nagababu Kelly

For HBC Projects Pvt.Ltd.

H.B. J.
Director

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1718 J



32. Annexure:

The Specifications of the Residential layout and Residential villa/Row Houses/Group Houses for the owners Saleable Area is attached as Annexure-I & II to this Agreement.

33. CONSENTING WITNESS:

The Above said N. Munikrishnappa had executed an Agreement to Sell on 10.03.2014, vide document bearing No.ABL-1-07402-2013-14, stored in CD. No. ABLD193, registered in the office of the Sub Registrar, Attibele in favour of H.B. Chetan with respect to land in Survey Number 46, measuring to an extent of 03 Acres.

The Consenting Witness, being one of the Directors of the First Party Company was not able to get register the sale deed in his name and hence has nominated the First Party to get register the sale deed in its favour.

The Consenting Witness confirms and declares that, he has relinquished all his rights and interest over the Schedule Property based on the above said Sale Agreement and he has not created any encumbrances, charges over the Schedule Property

SCHEDULE PROPERTY

All the piece and parcel of the land in Survey Number 46/2 (Old Survey Number 46), measuring to an extent of 03 Acres out of 4 Acres 12 Guntas, situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District duly converted from agricultural to non-agricultural residential purpose vide Official Memorandum bearing No. ALN (A)(A) CR 336/2013-14 dated 26.12.2014 issued by the Deputy Commissioner, Bangalore District and bounded on:

EAST BY	WEST BY	NORTH BY	SOUTH BY
Remaining land in same survey number 46/2	Road	Land in Survey Number 46/1	Land in Survey Number 59 belonging to Jagdish Reddy

For HBC Projects Pvt.Ltd.

H.B. Chetan
Director

For Abhee Developers

R. Nagabharathy
Partner

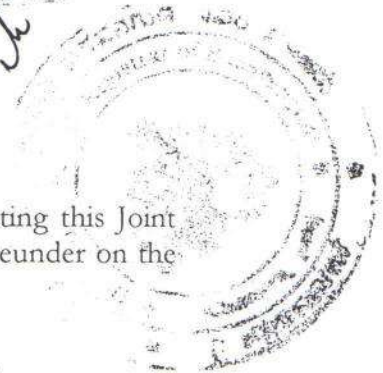
For HBC Projects Pvt.Ltd.

H.B. Chetan
Director

28

5740 I

17-18



IN WITNESS WHEREOF, the Parties above named are executing this Joint Development Agreement in the presence of witnesses attesting hereunder on the day, month and year hereinabove first mentioned.

H.B. CHETAN
CONSENTING WITNESS:

H.C. Byregowda

M/S. HBC PROJECTS PRIVATE LIMITED

WITNESSES:

1)

Name:

Age:

Address

Paripathi M

37 years

Ramasaiguda

Amekki Taluk

Dingur

2)

Name:

Age:

Address

Chandra Reddy

59 years

Chandeguda village

H.C. Byregowda

H.C. BYREGOWDA & H.B. CHETAN
DIRECTORS

OWNERS/FIRST PARTY

M/s. FOR ABHEE DEVELOPEPRS

R. Nagaraja Reddy

R. NAGARAJA REDDY
MANAGING PARTNER
DEVELOPER

H.M. Jithendrakumar
Drafted by
Adhorate
Sarsabhi

5740 E
17.18 J



ANNEXURE -I

LAYOUT SPECIFICATIONS

- Street lights
- rain water harvesting
- Box type drains
- Tarred roads with tree lined avenues
- Underground water supply
- Underground sewage system
- Electrification
- Overhead tank
- Children play area
- Landscaped Gardens

ANNEXURE II

CONSTRUCTION OF RESIDENTIAL VILLAS

Flooring

1. Structure : RCC framed structures
2. Walls : External walls of 6" solid cement concrete blocks 1:6 C.M. with intermediate R.C.C Bed and internal walls with 4" solid blocks.
3. Plastering : All internal walls are smoothly plastered with lime rendering finish, all external walls are finished with sponge.
4. Flooring: Vitrified Flooring in all rooms and 4" skirting, Master Bedroom Wooden Flooring, Balcony Antiskid tiles.

For HBC Projects Pvt.Ltd.

H.B. Babu
Director

H.B. Babu
Director

For Abhee Developers

R. Nagaraj Reddy
Partner

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17/8



5. Kitchen Platform : 30 M.M Granite kitchen platforms with stainless steel Sink and 2 feet height glazed tiles above the platform.
6. Toilets : Sanitary fitting of HINDWARE ISI Continental Series CP Fittings for the end Fittings ,Anti-Skid Ceramic tiles in flooring and glazed tiles up to 7.0" height.
7. Electrical Work : Concealed electrical wiring of Anchor, Provision of adequate light points ,TV & Telephone points in living room.
8. Doors : Main Door frame with Teak wood with O.S.T door shutter, with outside brass fitting remaining doors with Sal Wood frames and flush door shutters.
9. Windows : UPVC sliding windows with safety grill
10. Painting : Inside One coat of primer with two coats O.B.D paints and outside one coat of primer with two coats cement paints and Enamel paints to doors and window grills.
11. TV & Telephone : Individual TV & Telephone points in Main Hall Points and Master Bedroom.
12. Water : 24 hrs drinking adequate usage water supply bore well
13. Parapet wall : 3 feet.
14. Common overhead tank.
15. Back-Up : Power Back-up for each villa, additional power backup for water pump and common area lighting.
16. Security : Round the clock Security. Every house will be connected to security office through intercom phone

For HBC Projects Pvt. Ltd.
H.B.
Director of HBC Projects Pvt. Ltd.

For Abhee Developers
R. Nagababu Reddy
Partner

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the 30th day of October 2017, [30.10.2017] by and between:

1. SMT. MAHALAKSHMI. A, Wife of Papaiah. M, Aged about 31 years,
2. SRI. PAPAIAH. M, Son of P. Madappa, Aged about 37 years,

Both are residing at Ramasagara Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District.

Hereinafter referred to as **OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-title and legal Heirs, Representatives assigns, etc.,) Of the **FIRST PART**;

AND

SRI. R. VENKATESH, Son of Late D. Ramaiah, Aged about 39 years, Residing at No.111, Lakshmisagara, Neralur Post, Attibele Hobli, Anekal Taluk.

Hereinafter referred to as **CONFIRMING PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-title and legal Heirs, Representatives assigns, etc.,) Of the **FIRST PART**;

IN FAVOUR OF

M/s. ABHEE DEVELOPERS, a Partnership Firm, having its office at No.329, 2nd Floor, 27th Main, HSR Layout, Bangalore-560102, represented by its Managing Partner R. NAGARAJA REDDY.

Hereinafter referred to as the **"DEVELOPER"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest, administrators, partners and permitted assigns etc.,) of the Other Part.

Owners, Confirming Party and the Developer are hereinafter individually referred as a **PARTY** and collective as the **PARTIES**, as the context may require.

Malalakshmi. A

f. [Signature]

f. Nagaraja Reddy

[Signature]

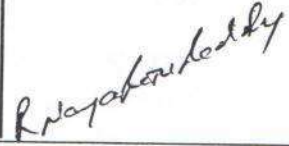
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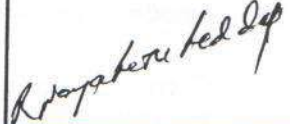
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1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	980.00
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ಶ್ರೀ M/s. ABHEE DEVELOPERS Rep by its Managing Partner R. NAGARAJA REDDY ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. ABHEE DEVELOPERS Rep by its Managing Partner R. NAGARAJA REDDY			

Senior Sub-Registrar
 ANEKAL

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....
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1	M/s. ABHEE DEVELOPERS Rep by its Managing Partner R. NAGARAJA REDDY . (ಬರೆದುಕೊಂಡವರು)			
2	Mahalakshmi A W/o Papaiah.M . (ಬರೆದುಕೊಡುವವರು)			

Senior Sub-Registrar
 ANEKAL

RECITALS

WHEREAS, the owners confirm that, they are the absolute owners of all that piece and parcel of land bearing Survey Number 46/1 (Old Survey Number 46), measuring to an extent of 4 Acres 11.08 Guntas, situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District, which is more fully described in the Schedule hereunder and hereinafter referred to as **SCHEDULE PROPERTY**, having acquired the same in the following manner:

- a. Originally the Schedule Property being the larger extent of Survey Number 46, measuring to an extent of 12 Acres 31 Guntas was owned by one Urubagilu Muneppa.
- b. After the death of the above said Urubagilu Muneppa, his children have entered into a Partition on 01.01.1970. As per the said Partition, the land in Survey Number 46, measuring to an extent of 12 Acres 31 Guntas was allotted to the share of Nanjappa. He got mutated the katha in his name vide MR.No.15/2003-04.
- c. Thereafter Nanjappa along with his children has entered into a registered Partition on 28.05.2009, vide document bearing No.342/2009-10, registered in the office of the Sub Registrar, Attibele. As per the said partition, the land measuring to an extent of 01 Acre 01 Gunta was allotted to the share of N. Nagaraju, land measuring to an extent of 03 Acres 06.08 Guntas was allotted to the share of N. Venkatesh, land measuring to an extent of 04 Acres 12 Guntas and 07 Guntas kharab was 11.08 Guntas was allotted to the share of N. Narayanappa. They got mutated the katha of their respective names in their respective names vide MR.No.7/2011-12.
- d. Thereafter the land in Survey Number 46, measuring to an extent 04 Acres 12 Guntas allotted to the share of Munikrishnappa was phoded and renumbered as Survey Number 46/2, the balance extent of 08 Acres 19 Guntas was renumbered as Survey Number 46/1. The mutation was transferred to that effect vide MR. No. T3/2014-15.
- e. Thereafter the above said N. Narayanappa along with his family members have conveyed the land measuring to an extent of 04 Acres 11.08 Guntas, the

Mahalakshmi A

S. D. S.

R. N. S.

2014-15

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Papaiah .M S/o P. Madappa . (ಬರೆದುಕೊಡುವವರು)			
4	R. Venkatesh S/o Late D. Ramaiah (Confirming Party) . (ಬರೆದುಕೊಡುವವರು)			

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 BOOK-1 CONTAINING TOTAL SHEETS. 24
 OF 4 - 28 PAGE

Senior Sub-Registrar
 ANEKAL

Schedule Property herein fallen to his share in Survey Number 46/1 to the First Party owners herein under a registered sale deed dated 28.03.2016, vide document bearing No.ANK-1-00084/2016-17, Stored in CD. No. ANKD401, registered on 06.04.2016, in the office of the Sub Registrar, Anekal. They got mutated the katha in their names vide MR.No.H24/2015-16. As such the First Party herein became the absolute owners of the Schedule Property.

- f. Thereafter the First Party/Owners have executed an Agreement to Sell on 20.04.2016, vide document bearing No.270/2016-17 in favour of the Confirming Party herein.

WHEREAS the Owners/First Party is fully seized and possessed of the Schedule Property with power and authority to develop, sell, enter in to Joint Development Agreement, partition or otherwise dispose-off the Property in favour of any person of his choice as absolute owner.

WHEREAS, the Owners/First Party and Confirming Party, being interested in developing the Property by constructing Residential villas thereon and in pursuance thereof has offered the same for development of the Schedule Property.

WHEREAS, at the request of the Developer / Second Party the Owners/First Party and Confirming Party have decided to enter in to this Joint Development Agreement and have made the following representations:

- In the aforementioned manner, they have become the absolute owners of the Schedule Property and the Schedule Property is their self acquired property and that their title to the same is good, marketable and subsisting and that no one else has any right, title, or share therein and that Owners have not entered into any agreement for sale, transfer or development of the Schedule Property with anyone else and nor is it subject matter of a will or gift, memorandum of understanding oral or written.
- That there is no impediment to enter into this agreement under any law, or contract nor is the Schedule Property a land in respect of which there is a statutory prohibition regarding sale/ development / conveyance, and the Schedule Property is not subject to any acquisition proceedings or encumbrances, howsoever remote of any kind and it has not mortgaged or offered as a collateral for securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial

Mahabaleshwar A

For Mahabaleshwar A

R. Nagaraj Reddy

S. V. S. S.

W. S. S.

BNG(U)ANKL SRO No. 4197/17-18 6
BOOK-1 CONTAINING TOTAL SHEETS. 24
OF 6-28 PAGE

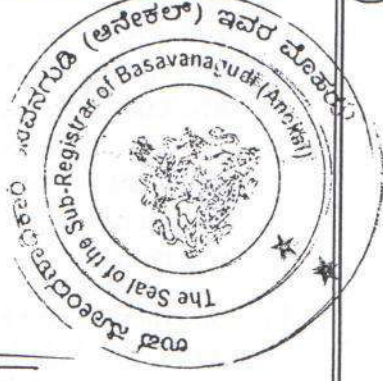
ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Gajendra Babu S/o Ramamurthy Naidu Kalkandarahalli Village Bangalore	Gajendra Babu
2	Kasim S/o Abdul Karim Vishwapriya Layout Bommanahalli Bangalore	Kasim

Senior Sub-Registrar
ANEKAL

I hereby certify that on production of the original document, I have satisfied myself that the stamp duty of Rs. 1960620/- has been paid thereon. Vide Book IV GPA Reg No. ANK-4-00291 -2017-2018 dt 30/10/2017, Stored in CD No. ANKD428

Senior Sub-Registrar
ANEKAL

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ ANK-1-04197-2017-18 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ ANKD428 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 30-10-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಆನೇಕಲ್) Senior Sub-Registrar ANEKAL	 ಬಸವನಗುಡಿ (ಆನೇಕಲ್) ಇವರ ಮೊಹರು The Seal of the Sub-Registrar of Basavangudi (Anekal) 30/10/2017
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Institution and it is not subject to any charge for payment of income tax, wealth tax, gift tax.

- c. That there is /was no statutory bar or prohibition to acquire /hold the Schedule Property.

WHEREAS, based on the aforesaid representations made by the Owners and Confirming Party, the Developer who is a well established Real Estate Developer has expressed its interest to develop the Schedule Property and in pursuance to thereof the parties have formulated a scheme to develop the Schedule Property by constructing Villas/Row Houses/Group Houses and by forming a residential layout by amalgamating the Schedule Property and other adjacent lands which are in contingent to each other (such development referred as **Composite Development**) agreed to enter into an agreement for development of the Schedule Property.

IT IS NOW AGREED AS FOLLOWS:

1. Agreement:

- 1.1 That in pursuance of the foregoing and subject to the obligations undertaken to hereof by each party hereto and in consideration of the benefits accruing to each party as provided herein, the Developer has agreed to develop the Schedule Property into individual house in the form of Villas/ Residential layout / Row house/Group Housing by amalgamating the other adjacent land owners as decided by it on the terms and conditions contained herein below.
- 1.2 This Agreement shall always mean and include the Annexure(s) hereto and all other agreements, amendments, deeds and other documents pertaining to the development viz., the plans, drawings and sketches drawn up for development of the Schedule Property executed between the parties hereto subsequently, including and not limited to the irrevocable registered Power of attorney to be executed by the Owners in favour of Developer. It shall always be provided that, all such Annexure and agreements/deeds are co-terminus to each other and shall run concurrently to this Agreement and until this Agreement is terminated or is otherwise determined in the manner provided hereinafter all other Agreements shall be subsisting and enforceable against each other.

Mahalakshmi A

For [Signature]

[Signature]

[Signature]

[Signature]



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. ABHEE DEVELOPERS Rep by its Managing Partner R. NAGARAJA REDDY , ಇವರು
200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	200.00	Paid by cash
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ಸ್ಥಳ : ಅನೇಕಲ್

ದಿನಾಂಕ : 30/10/2017

ಉಪ-ನೋಂದಣಿ ಶುಲ್ಕ ಮುದ್ರಾಂಕ ನಿಯಂತ್ರಕ
Senior Sub Registrar
(ANNEKAL)

2. Interpretation and Definitions:

2.1 In case of any ambiguity of any clause or terms or conditions herein the same shall be interpreted to convey the true intention of the parties hereto which is to fulfil the objectives of the agreement by developing the Schedule Property. This Agreement is not to be read to mean the constitution of a partnership or agency by and between the parties hereto and whereas it is an agreement between two principals.

2.2 **Defined terms:** In this Agreement unless the context otherwise requires:

2.3.1. **Representative of OWNERS** means **PAPAIAH. M** successors in interest or legal heirs.

2.3.2. **Representative of CONFIRMING PARTY** means **R. VENKATESH** successors in interest or legal heirs.

2.3.3. **Representatives of DEVELOPER** means **Mr. R. NAGARAJA REDDY**, the Partner of Firm.

2.3.4. **Force Majeure** means circumstances beyond the control of the Developer (which are not directly or indirectly attributed to the act of the Developer) whereby the development of the Building is delayed due to acts of God or the State or due to non-availability of cement, steel and other construction materials or non-supply of Electricity/water/amenities etc. by State or due to any Government restriction or due to reason of civil commotion or due to any injunction or prohibitory orders.

2.3.5. **"Complete the construction"** means the building foundation, basement, superstructure, sanitary, plumbing, standard electrical (HT& LT) for the load specified.

2.3.6. **"Specifications"** means as described in the Annexure-I to this Joint Development Agreement.

3. Title:

3.1 The Owners represent that, they are the absolute owners of the Schedule Property and their title to the Schedule Property as aforesaid is unimpeachable, good, marketable and subsisting and that they are the absolute owners in right, title and interest of the Schedule Property, free from all encumbrances, charges, liens, lis, claims whatsoever.

Mahalakshmi A

S. J. J. J.

For Director

R. Nagaraja Reddy

2000

- For ABSCO Products, contact:

R. Waplesville, Ind.

True Copies of all such plans, licenses and permissions so obtained by the Developer from the competent authority, shall be handed over to the Owners & Confirming Party as and when so requisitioned.

5. Development:

- 5.1 In pursuance to the Agreement reached and the consideration reserved hereof and the obligations undertaken herein by each party hereto, the Owners & Confirming Party do hereby irrevocably permit the Developer or their agents or contractors or architects or surveyors or workers or persons claiming under them to enter the Schedule Property for undertaking the development of the same and the Owners covenants to the Developer that, such permission shall not be revoked until all the objects of this Agreement are fulfilled as the Developer shall be incurring expenditure for construction provided however that, nothing herein contained shall be construed as delivery of possession in part performance of any Agreement for Sale under Sec 53 A of the Transfer of Property Act and under section 2 (47) (v) of the Income Tax Act. It is clarified that the right of entry into the Schedule Property is for permissive possession and for undertaking development and carrying out construction works thereof.
- 5.2 The Developer is entitled to, at its option, exploit the Schedule Property to form individual house in the form of Villas / Residential layout / Row house/Group Housing as permissible under law and as per sanction plans.
- 5.3 The formation of the layout and construction of the proposed development will be as per the specifications annexed hereto at Annexure-I.
- 5.4 The Developer shall be entitled to develop the Schedule Property either by them self or entrust the work of construction to any other contractor. However, the Developer shall be responsible for due performance.
- 5.5 The Owners shall join hands and co-operate with the Developer to develop the Schedule Property as aforesaid and on terms and conditions appearing herein below.

6. Consideration:

- 6.1 The Developer at its own cost shall construct and deliver 34% of Developed/Saleable/Sital area (Calculated on the Schedule Property based on the sanction

Mahalaxmi.A

For Abhed

Proprietor

Signature

S. V. S.

drawings) along with the construction in the form of individual Villas/Row Houses as per the sanctioned plan by the competent authority calculated on an extent of 1 Acre 31.08 Guntas in the Schedule Property to the Owners [Hereinafter referred to as the **"OWNERS SALEABLE AREA"**] for the absolute use, benefit and ownership of the Owners or his nominees or his assigns or purchasers as per the design and specifications provided herein or as subsequently agreed to between the parties hereto. If so called upon, the Developer shall execute all necessary deeds to more fully convey and confirm the transfer of the **OWNER'S AREA** to the Owners or their nominees or assigns at the latter's cost.

- 6.2. The Developer at its own cost shall construct and deliver 34% of Developed/Saleable/Sital area along with the construction in the form of individual Villas/Row Houses as per the sanctioned plan by the competent authority calculated on an extent 02 Acres 20 Guntas in the Schedule Property to the Confirming Party [Hereinafter referred to as the **"CONFIRMING PARTY SALEABLE AREA"**]. The Confirming Party herein is entitled for the said saleable area on the basis of the sale agreement executed by the First Party in favour of the Confirming Party. The Confirming Party's saleable area shall be for the absolute use, benefit and ownership of the Confirming Party or his nominees or his assigns or purchasers as per the design and specifications provided herein or as subsequently agreed to between the parties hereto. If so called upon, the Developer shall execute all necessary deeds to more fully convey and confirm the transfer of the **CONFIRMING PARTY'S AREA** to the Confirming Party or their nominees or assigns at the latter's cost. The Owners/First Party shall execute the General Power of Attorney along with this Agreement to sell his share of saleable area in the Schedule Property and shall execute sale deed in favour of the Confirming Party or their nominee/s if required after entering into area sharing Agreement subsequent to the Developer obtaining the approved layout plan.
- 6.3. The Owners/First Party at any cost shall not claim any right, title and interest over the share allotted to the Confirming Party in respect of the land measuring 02 Acres 20 Guntas out of 04 Acres 11.08 Guntas.
- 6.4. The Owner's Area shall be the absolute property of the Owners and they shall be entitled to sell, mortgage, gift, release, settle, lease or otherwise dispose of the same or any part thereof and he shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.

Mahabubur A

[Signature]

For Abhishek Bhandari

[Signature]

[Signature]

- 6.5. In pursuance to clause 6.1 & 6.2, the Developer shall be entitled to retain as absolute owners thereof **66% of Developed/Sale able/Sital area** (Calculated on the Schedule Property based on the sanction drawings) of the saleable area either in the form of sites or individual constructed house on the Schedule Property which includes proportionate common areas, amenities and all the remaining Car Parking area other than those allotted to owners in the Schedule Property and the right to ownership of **66% of the saleable area** in the Schedule Property available for sale as per the sanction plan by the competent authority [Hereinafter referred to as the **"DEVELOPER'S SALEABLE AREA"**]. The Developer shall have the right to seek conveyance of the proportionate share/undivided share, right, title and interest in the land of the Schedule Property in favour of the Developer or its nominees/assigns or prospective purchasers. The Owners shall execute all necessary deeds of conveyance to more fully convey and confirm the transfer of the land being part of the Developer's Saleable Area to the Developer or its nominees or assignees or prospective purchasers.
- 6.6. The Developer's Saleable Area shall be the absolute property of the Developer and they shall be entitled to sell, mortgage, gift, lease or otherwise dispose of the same either in the form of sites with or without construction or any part thereof and they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.
- 6.7. The Parties are entitled to use its entitlement supra for the earmarked purpose alone.
- 6.8. On plans as per clause 4.1 being sanctioned, the parties will on mutual consent identify their respective shares in the saleable area and construction their upon shall be recorded in writing as per a separate Sharing Agreement, which shall be entered into between the parties within 45 days from obtaining of the plan sanction. However, it is agreed herein by the parties that the Owners and Developer shall be allotted the sites/villas/Row Houses proportionately in all the Lanes/Road of the Project.
- 6.9. The Developer shall complete the construction of the Owner's Saleable Area and Developer's Saleable Area within **36 months ("time for completion")** from the date of obtaining Plan approval and commencement certificate from BMRDA. However, the Developer shall be entitled to a further grace period of 6 months only to complete the project after the said stipulated time for completion. The project shall be complete in all respects including and not limited to civil works, landscaping, electrical works, sanitary and plumbing works, sewerage and all other

For Abhee Development

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common amenities including and not limited to car parks, lobbies, pathways, roads, compound wall etc with the specifications and as per the design agreed to excluding however (a) the obtaining of all necessary permissions and sanctions for use and occupation thereof including and not limited to Occupation Certificate from the competent Authority (b) Completion Certificate from the Fire Force if applicable etc. and (c) along with permanent connection for electricity, water and sewerage etc.

6.10. Fractional Areas:

In view of there being a large development it may not be possible to exactly divide the Owner's and Confirming Party's Saleable Area and Developer's of the saleable Area either in the form of sites or individual constructed house Area. In case of there being shortfall or excess of delivery of the Owner's Saleable Area or Developer's Saleable Area, the same shall be compensated by the respective parties, as per the market value or which the Developer sold the last site / villa/Row House/Group Houses.

7. Non-Refundable Security Deposit:

7.1. In confirmation of the undertaking of the Developer to develop the Schedule Property on the terms and conditions contained herein, the Developer shall pay Non-Refundable deposit of Rs.1,07,18,750/- (Rupees One Crore Seven Lakh Eighteen Thousand Seven Hundred and Fifty Only) to the Owner in the following manner:

- a. Rs. 26,81,250/- (Rupees Twenty-Six Lakh Eighty-One Thousand Two Hundred and Fifty Only) vide cheque bearing No. 000775, dated 25.10.2017, drawn on Kotak Mahindra Bank, HSR Layout Branch, Bangalore paid by the Developer in favour of the Owners/First Party.
- b. Rs.17,87,500/- (Rupees Seventeen Lakh Eighty-Seven Thousand Seven Hundred and Five Hundred Only) will be paid by the Developer in favour of the Owners/First Party on execution of Sharing Agreement.
- c. Rs. 37,50,000/- (Rupees Thirty-Seven Lakh Fifty Thousand Only) vide cheque bearing No. 000773, dated 25.10.2017, drawn on Kotak Mahindra Bank, HSR Layout Branch, Bangalore paid by the Developer in favour of the Confirming Party.

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For ANKLA Party

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d. Rs.25,00,000/- (Rupees Twenty-Five Lakh Only) will be paid by the Developer in favour of the Confirming Party on execution of Sharing Agreement.

8. Construction:

- 8.1 In consideration of mutual obligations undertaken and non-refundable deposit paid, the Developer shall develop the Schedule Property by forming a residential layout and a individual houses in the form of Villas/Row Houses/Group Houses thereon at its cost in accordance with the plan of development along with common amenities, facilities, lobbies, stair case, passages, internal roads, car parking, landscaping, pathways, electrical/ water /sewerage lines, along with pipes and cisterns etc. which are to be provided for the Building in compliance with statutory requirement. All the above shall be fully functional and as per the specification set out herein.
- 8.2 The Owners & Confirming Party shall sign and execute all applications/papers/documents as required and do all acts and deeds and things as the Developer may lawfully require in order obtaining licenses, sanction plan for such construction and for completing the development of the Schedule Property.
- 8.3 The Developer shall utilize FAR for development as decided by the architect as suitable for the marketing of the project, who is appointed the Developer.
- 8.4 The method and manner of construction of the Residential layout/Villas/Row Houses/Group Houses shall be as per the plans of the Developer.
- 8.5 The best quality materials shall be used in the construction of the Residential of Villas/Row Houses/Group Houses. The detailed list of such material to be used and specifications of the construction plan shall be as contained in the Annexure hereto. The Developer shall at its cost engage architects, engineers and contractors who have the necessary experience and expertise to construct the Building.

9. Cost:

- 9.1 The total cost of development and construction of the Residential layout/Villas/Row Houses/Group Houses with specifications as per Annexure and all Developments and improvements to be carried out as set out hereinabove and to be put up on the Schedule Property shall be borne by the Developer. Save and

For Abhishek Bhatnagar

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except to the extent set out herein, the Owners shall not be required to pay for the cost of construction or development or for obtaining plans and licenses as set out hereinabove.

- 9.2 The owners are liable to pay for any present or future Taxes / charges levied by State/Central which is being imposed on the Developer for delivery of Owner's Saleable Area included and not limited to VAT / KVAT / Service Taxes / Income Tax/GST or any other statutory.
 - 9.3 The Owners hereby undertakes to comply with the statutory and legal requirements as amended from time to time in all matters relating to their entitlement under this agreement.
 - 9.4 The Developer shall bear all cost includes professional fees paid to Advocates, architects or charges paid to obtain the license and sanction plan or to engineers, contractors engaged, construction materials including and not limited to cement, bricks, steel, façade, electrical cabling, sanitation pipes, paint, tiling, marble, glass, aluminium used to construct or any other costs incurred to complete the project in all respects and in compliance with statutory regulations.
 - 9.5 The Developer shall solely bear and pay without recourse to the OWNERS any and /or all claims, charges, costs, expenses of compensation to be paid to the labour engaged for such construction.
 - 9.6 During the period of the construction of the Building, the Property Tax shall be borne by the Developer. Thereafter the property tax in respect of the land and building shall be borne by the Parties in proportionate to their respective allocation therein.
- 10. General Power of Attorney & Loan:**
- 10.1 Simultaneously on the execution of this Agreement, the Owners shall execute a registered irrevocable Power of Attorney interalia empowering the Developer to alienate, sell, convey and lease the Developer's Saleable Area in the form of individual sites with or without construction and also for enabling the development of the land in the Schedule Property and to obtain necessary Clearance, permissions, sanctions from all the Government/Competent authorities whenever necessary and the Owners shall also execute the General Power of Attorney in favour of the Confirming Party interalia empowering the Confirming Party to

For Abstracts: 1-800-368-6868

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12. Defect Liability:

The Developer shall be responsible for any defects in the proposed Building noticed up to a period of Twelve months from the date of obtaining handing over the Owners' and Confirming Party's Saleable Area.

13. Additional Work:

13.1. It is agreed between the parties that in the event of there being any change in the specifications sought for by the Owners and Confirming Party for their share of Saleable Area which is in the nature of up gradation of specifications as per Annexure herein then in that event, the Owners and Confirming Party shall contribute the difference for such up gradation cost as per the rates of Developer.

13.2. The Developer may at its discretion agree to execute additional items of work (other than those specified in the specification annexed hereto in Annexure) as required by the Owners and Confirming Party on a separate and mutually agreed terms/and/or rates. The Developer is at liberty to refuse any additional work.

14. Time:

14.1 The Owners are bringing the Schedule Property as their equity into this Joint Development and whereas the Developer will be bringing in its, skill, experiences intellectuals, monies and resources to construct & develop the Schedule Property and therefore it is imperative that the parties fulfil their obligations within the time frame mentioned therein. The Developer shall complete the Building within the time for completion.

15. Marketing/ Advertisement/Publicity:

15.1. The Developer shall be entitled to erect its Signboards in the Schedule Property advertising for sale and disposal of the Developer's Saleable Area in the Schedule Property and to publish in the Newspaper/s, Magazine/s, Web site/s and such other media calling for application forms from prospective purchasers and market the Building.

16. Delivery:

16.1 On completion of the proportionate Construction of the Owner's Saleable Area, the Developer shall give 30 days' clear notice calling upon the Owners and Confirming Party to take delivery of the Owner's and Confirming Party's Saleable

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R. Nagaraj Reddy

For [Signature]

Area. In the event the Owners and Confirming Party fails to take delivery of the said area, their shall be liable to pay maintenance, property tax, and other charges until they take delivery.

- 16.2 The Developer hereby agrees to deliver to the Owners and Confirming Party, possession of the Owner's and Confirming Party's Saleable Area on completion of the construction complete in all respects and on obtaining Completion Certificate from the Architect/Project Management Company (PMC)/structural consultant.
- 16.3 The entire development of the Schedule Property shall be undertaken simultaneously anyhow under no circumstance shall the delivery of the Owner's and Confirming Party Saleable Area be delayed.
- 16.4 In the event of the party of the Second part fail to complete the development as aforesaid, the Developer shall pay penalty of a sum of Rs.7000/- per Villa per month fallen to the share of the Owners/First Party and Confirming Party.
- 16.5 Provided always the Developer shall not incur any liability for any delay in delivery of the possession of the Owner's and Confirming Party's Saleable Area by reason of non-availability of cement, steel and other construction materials or non-supply of Electricity/water/amenities etc by State or by government restriction and by reason of civil commotion, act of god or due to any injunction or prohibitory orders not attributed to against any action of the Developer or conditions of the force majeure. In any of the aforesaid event or any other events which are beyond the control of the Developer, the Developer shall be entitled to corresponding extension of time for delivery of the said Owner's and Confirming Party's Saleable Area.

17. Conveyance:

- 17.1 On execution of this Agreement, the Developer as the duly constituted attorney of the Owners shall be entitled to enter into agreements for sale of the sites / villas/Row Houses/Group Houses and proportionate undivided share, right, title and interest in the Schedule Property forming part of Developer's Saleable Area to persons nominated by the Developer and they shall be entitled to receive sale consideration directly from such purchasers.
- 17.2 The Developer shall be entitled to enter into an agreement for construction of the Developer's Saleable Area with persons intending to own Villas/Row Houses/Group Houses and the Developer shall be entitled to receive sale consideration directly from such purchasers towards the cost of construction.

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Rajakrishna Reddy

17.3 The stamp duty, registration charges and expenses in connection with the preparation and execution of the Deeds, Conveyance and other documents relating to Developer's Saleable Area to be conveyed to the Developer or their nominee shall be borne by the latter and similarly the stamp duty, registration charges and expenses in connection with the preparation and execution of the Deeds, Conveyance and other documents relating to the Owner's Saleable Area shall be borne by the Owners or his nominees/assignees, as the case may be. Further preparation of this joint development agreement shall be borne by the developer only.

18. Indemnity:

18.1 The Owners and Confirming Party hereby confirms that their title to the Schedule Property is good, marketable and subsisting and that none-else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachments, or taxation or acquisition proceedings or charges of any kind or any tenancy claims and he is fully entitled to deal with the Schedule Property in terms of this Agreement. The Owners shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings and third party claims that may arise against the Developer on account of any defect in or want of title on the part of the Owners and/or on account of breach by Owners in compliance of the terms of this Agreement and shall also make good of the loss of cost of construction, development expenses, loss of profit, interest and damages arising out of the defective title of Owners and/or on account of breach, acts of omission and commission of Owners.

The Developer shall keep the Owners and Confirming Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the Owners or the Owner's and Confirming Party's Saleable Area in the Schedule Property and the buildings to be constructed thereon or against the Owners and Confirming Party entitlement of sale proceeds by reason of any failure on the part of the Developer to discharge their liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or arising out of the putting up of the construction and further the Developer shall be fully liable and responsible to the BDA, BBMP, Government, Karnataka Industrial Area Development Board, Bangalore Electricity Supply Company Ltd., and Water Supply and Sewerage Board and other Authorities for compliance of all the statutory

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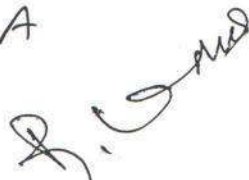
requirements for construction of buildings on the Schedule Property, subject to Force Majeure.

19. CLUB HOUSE:

- 19.1. The Developer shall construct a Multipurpose Club House with facilities like Splash Pool, Indoor games, etc., in portion of Schedule Property or anywhere in the Project. The land utilized for construction of club house shall be excluded from the area sharing agreement proportionate to the land utilized for the club house from all the land owners who have contributed their lands for the Project.
- 19.2. The Developer shall construct the club house building at its cost and shall provide a membership to the club house to the First Party/Vendor and the Purchasers of the sites of the Owner's share and First party and prospective purchaser of the Owners share's site shall pay the membership as fixed by the Developer.
- 19.3. The ownership and possession of the Club House including movable assets will remain absolutely and exclusively with the Developer and/or its associate concerns, agents, nominees, assignees and/or transferees and they alone shall be entitled to:
- Refuse/reject applications for memberships and expel/suspend members either on account of failure to observe the club house's rules and/or non-payment of subscription and other dues or for misuse of facilities or for other reasons.
 - Fix the entrance fees, subscriptions, rates and charges for use of its facilities and amenities, and to revise the aforesaid from time to time.
 - Frame the Rules and regulations regarding usage of the facilities at the "Club House"
- 19.4. The Developer shall have a perpetual right of ingress and egress to the 'Club House' by using the roads and other facilities in the layout to be formed in the Schedule Property themselves and by their agents, servants, members, invitees, guests, visitors authorized/Permitted by them etc.,
- 19.5. The 'Club House' therein which may be land-locked and can be accessed only through the roads and pathways in schedule Property and easementary rights in

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For Abhishek Development



perpetuity are created in favour of the Developer, their agents, nominees, assigns, transferees, members, guests, visitors, customer, clients, suppliers etc., to reach the 'Club House' from main road through common roads, the perpetual easement right of access to and from the 'Club House' created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the purchaser shall not have the right to question or prevent or obstruct such use and enjoyment of 'Club House' and common roads/passages/facilities by the Developer and persons claiming under them and Developer can permit persons using 'Club House' to make use of roads and other facilities in Schedule property to reach 'Club House'.

19.6. The purchaser as long as he/she/they remain a plot owner residential layout to be formed in the Schedule Property shall be entitled to use the 'Club House', subject to

- a) Strict observance of the rules of the club, framed by the Developer, their agents/assigns, from time to time;
- b) The Payment of the subscriptions as may be fixed from time to time by the Developer and/or their agents/assigns;
- c) The payment to charges for usage as may be fixed from time to time by the Developer and their agents/assigns and are entitled for the following
 - (i) The purchaser of sites and his/her/their immediate family are entitled to be enrolled as members of the Club without payment of any additional consideration.
 - (ii) Membership of the Club entitles a member to use and enjoy the facilities at the Club, subject to strict observance of rules framed by the Developer and their agents/ assign and subject to the payment of the subscriptions as may be fixed by them and subject to payment of charges for usage.
 - (iii) Member will only have a right to use the facilities at the Club and have no interest, right or title whatsoever to any of the assets of the club movable or immovable.
- (iv) The purchaser is entitled to be enrolled as member of the Club on payment of enrollment fee as prescribed by the Developer.

20. CONFIRMING PARTY COVENANTS:

The Confirming Party confirms and declares that, he has relinquished all his rights and interest having by virtue of the Sale Agreement dated 20.04.2016 over the

For Abhishek Developers

R. N. S. Reddy

Partner

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Schedule Property in favour of the Developer herein and he has nominated the Developer herein to get register this Joint Development Agreement in its name.

In consideration of relinquishing his rights and for the advance sale consideration paid by the Confirming Party to the First Party/Owners, the Confirming Party has agreed to take 34% of Developed/Sale able/Sital area along with the construction in the form of individual Villas/Row Houses as per the sanctioned plan by the competent authority calculated on an extent 02 Acres 20 Guntas in the Schedule Property as his share for the payment of his advance sale consideration along with the premium. The Confirming Party confirms and declares that except the above said 34% of Developed/Sale able/Sital area along with the construction in the form of individual Villas/Row Houses as per the sanctioned plan by the competent authority calculated on an extent 02 Acres 20 Guntas in the Schedule Property, he will not claim any rights on the basis of the Sale Agreement dated 20.04.2016 and will not claim any additional amount or saleable area from the First Party/Owners or from the Developer and will not object or obstruct the development of the Schedule Property.

21. Other terms:

- 21.1 Over and above all the sums as per clause above, each party shall be liable to bear and pay all sums including and Maintenance/Sinking Fund/Property Tax/ Cess and outgoing payable in respect of their respective area whereby the Owner shall pay for the Owner's Saleable Area respectively and the Developer shall pay for the Developer's Saleable Area in the Schedule Property.
- 21.2 Similarly, all deposits and charges payable to Karnataka Electricity Board / Water Supply and Sewerage Board or other authorities, in respect of Owner Saleable Area shall be paid by the Developer. The Developer shall have right to recover all deposits, chargers and expenses from the prospective purchaser for the Owner's Saleable Area and the Developer shall have a right to recover clubhouse membership fee from the prospective purchasers.
- 21.3 The Owner and Developer or the respective buyers shall pay maintenance as agreed to for the super built up area falling to their share under this Agreement and shall pay all deposits for sanitation, electrical power, water which they are required to pay to the BDA, BBMP, PANCHAYATH and other statutory authorities.
- 21.4 The Developer after completion of project may, at its discretion, appoint any Agency/Property Management Company (PMC) to maintain the Building. The said

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Rajeshwari Reddy

Agency/PMC, as may be applicable, shall be paid maintenance charges by collecting an amount from each occupant of the Building and the Owners shall be responsible for payment from the Owner's aleable Area and the Developer shall be responsible for payments from the Developer's Saleable Area. All persons who become Owners of the Villas shall become members of the Owners Association as formed by the Developer and observe and perform the terms /conditions /bye-laws /rules /regulations of such organizations and shall submit their area to be governed by the governing law.

22. Document of Title:

- 22.1. The Owners shall on signing of Joint Development Agreement deliver the original title deeds pertaining to the Schedule Property to the Developer. On completion of the Development, Developer shall handover the deeds of title to the Owners Association of the Project to be formed by the Developer.

23. Breach and consequences:

- 23.1. In the event of breach by either party, the aggrieved party shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach if the breaching party has not corrected any breach within 30 days from the notice of the enforcing party who has complied with all the provisions of this Agreement.

24. Amendment:

- 24.1 Any amendment to the Deed should be in writing and signed by the parties hereto.

25. Waiver:

- 24.1 In the event a party hereto does not immediately bring to the notice of the other party hereto, the breach of any clause or enforcement of any clause, it shall not be deemed as if such party has waived the same.

26. Severability:

- 25.1 In case any clause or term in this Agreement is found to be unenforceable or illegal by any court of competent jurisdiction, the remainder of the Agreement shall be held to be enforceable and read as if such clause did not exist. However, such clause so deemed to be illegal or unenforceable shall be replaced by a clause to give the same effect.

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27. Notice:

- 26.1 Any notice to any party hereto shall be in writing and sent to their address as mentioned hereinabove or the address from which a notice is received.
26.2 A notice shall be sent in writing by registered post and be deemed served within 7 days from it being sent.

28. Stamp Duty and Registration Fee:

- 27.1 The stamp duty and registration expense of this deed shall be borne by the Developer.
27.2 The calculation of value/extent of undivided share shall be arrived at by parties on signing Sharing Agreement.

29. Acquisition:

- 28.1 If the entire Schedule Property or any portion thereof is acquired under any law by the Government or other Authority under the law, then the compensation payable thereof for the Schedule Property shall be shared as per their area sharing ratio. Further the Owner shall refund to Developer all the amounts received under this agreement without interest immediately after final notification.

30. Name:

- 29.1 The Building/Project to be constructed in the Schedule Property shall be decided by the Developer alone and owners shall not have objections for the same.

31. Assignment:

- 30.1 The Developer shall have full rights to assign its rights under this agreement in favour of any of its sister concerns, group of firms, companies, etc., or nominate any of firm, company, contractor for development of the Schedule Property and to assign the developmental rights to the financial institutions for obtaining of the project loan, owners shall not object for the same. However Developer shall be responsible for the due performance.

32. Dispute Resolution:

- 31.1 In case of any disputes as to the design and specifications of the plans and quality of material the decision of the Architect and/or the Project Management Consultant appointed by the Developer shall be final.

For Signature
R. V. G. Reddy

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R. V. G. Reddy

31.2 The Parties shall be entitled to specific performance of this Agreement. Neither party shall sue the other party without prior notice thereof to the other party and lis-pending the agreement or obligations undertaken herein by the Owners shall be in force and not be suspended and the rights of the Developer shall be in force unless restrained by a Court.

31.3 The Courts in Bangalore shall alone have the jurisdiction.

33. Annexure:

The Specifications of the Residential villa/Row Houses/Group Houses for the owners Saleable Area is attached as Annexure-I to this Agreement.

SCHEDULE PROPERTY

All the piece and parcel of the land in Survey Number 46/1 (Old Survey Number 46), measuring to an extent of 4 Acres 11.08 Guntas, situated at Iggaluru Village, Attibele Hobli, Anekal Taluk, Bangalore Urban District and bounded on:

EAST BY	WEST BY	NORTH BY	SOUTH BY
Remaining land in same survey number 46/1 of Nagaraju	Nala & Land belonging to Srinath & Balachandra	Road	Survey Number 46/2

IN WITNESS WHEREOF, the Parties above named are executing this Joint Development Agreement in the presence of witnesses attesting hereunder on the day, month and year hereinabove first mentioned.

CONFIRMING PARTY

R. VENKATESH

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WITNESSES:

1) Gajendra Babu. T
 Name: Gajendra Babu. T
 Age: 44 years
 Address: Heelalige Vill
 Chandrapur

2) D. Kasimvali
 Name: D. Kasimvali
 Age: 28 yrs
 Address: Vishwapriyalayout
 Bommanahalli

3. Mr. H. S. R. Reddy
 Address: Heelalige (N.)
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PAPAIAH. M

OWNERS/FIRST PARTY

M/s. FOR ABHEE DEVELOPEPR

R. Nagaraja Reddy

R. NAGARAJA REDDY
 MANAGING PARTNER
 DEVELOPER

Drafted by
 Hm. P. M. Chaitanya
 Advocate
 1st

ANNEXURE-I

SPECIFICATIONS

Flooring

1. Structure : RCC framed structures
2. Walls : External walls of 6" solid cement concrete blocks 1:6 C.M. with intermediate R.C.C Bed and internal walls with 4" solid blocks.
3. Plastering : All internal walls are smoothly plastered with lime rendering finish, all external walls are finished with sponge.
4. Flooring: Double Glazed imported Vitrified Flooring in all rooms and 4" skirting, Master Bedroom Wooden Flooring, Balcony Antiskid tiles.
5. Kitchen Platform : 30 M.M Granite kitchen platforms with stainless steel Sink and 2 feet height glazed tiles above the platform.
6. Toilets : Sanitary fitting of HINDWARE ISI Continental Series CP Fittings for the end Fittings ,Anti-Skid Ceramic tiles in flooring and glazed tiles up to 7.0" height.
7. Electrical Work : Concealed electrical wiring of Anchor, Provision of adequate light points ,TV & Telephone points in living room.
8. Doors : Main Door frame with Teak wood with O.S.T door shutter, with outside brass fitting remaining doors with Sal Wood frames and flush door shutters.
9. Windows : UPVC sliding windows with safety grill
10. Painting : Inside One coat of primer with two coats O.B.D paints and outside one coat of primer with two coats cement paints and Enamel paints to doors and window grills.

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11. TV & Telephone : Individual TV & Telephone points in Main Hall Points and Master Bedroom.
12. Water : 24 hrs drinking adequate usage water supply bore well
13. Parapet wall : 3 feet.
14. Common overhead tank.
15. Back-Up : Power Back-up for each villa, additional power backup for water pump and common area lighting.
16. Security : Round the clock Security. Every house will be connected to security office through intercom phone

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R. V. Sund

R. V. Sund