



S.I.P. Doc: No. BK L. 160.....2019-20

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### JOINT DEVELOPEMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this Eight Day of April, Two Thousand and Nineteen (08.04.2019) at Bangalore

BY:

1. **SRI.BALAPPA**, aged about 62 years, son of Sri.Chikkaramaiah @ Chikkaramaiah Reddy, residing at No.1455, 22<sup>nd</sup> Main, 12<sup>th</sup> Cross, HSR 1<sup>st</sup> Sector, Bangalore - 560 102.
2. **SMT.B.RAMYA**, aged about 33 years, Daughter of Sri.Balappa, residing at No.360/A 1, 5<sup>th</sup> Cross, K.N.Extension, 1<sup>st</sup> Main, Yeshwanthpura, Bangalore - 560 022.
3. **SMT.B.SOWMYA**, aged about 31 years, Daughter of Sri.Balappa, residing at No.51/A, 8<sup>th</sup> Main, 14<sup>th</sup> Cross, BTM 2<sup>nd</sup> Stage, NS Palya, Bangalore - 560 076.
4. **SRI.GUNDAPPA**, aged about 67 years, son of Sri.Chikkaramaiah @ Chikkaramaiah Reddy,
5. **SRI.MOHAN**, aged about 40 years, son of Sri.Gundappa, Sl. No. 4 and 5, residing at No.627, 12<sup>th</sup> Cross, 27<sup>th</sup> Main, 1<sup>st</sup> Sector, HSR Layout, Bangalore - 560102
6. **SMT.REKHA**, aged about 42 years, Daughter of Sri.Gundappa, residing at No.201, 9<sup>th</sup> H Main Road, HRBR Layout, 1<sup>st</sup> Block, Bangalore - 560 043.

Hereinafter referred to as the **FIRST PARTIES/OWNERS** (which expression shall unless excluded by or repugnant to the context deem to include their legal heirs, representatives, administrators, executors, assignees, etc.,) of **ONE PART**.

Balappa.  
Ramya  
Sowmya

Gundappa  
Mohan  
Rekha Chithan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

R.N.G. (U) S.J.P. Doc: No. 160.....2019-20

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ಮೊಂಡಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Smaya Builders & Developers Rep by Its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy , ಇವರು 916000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ             | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ                                                                        |
|--------------------|-------------|----------------------------------------------------------------------------------------|
| ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ. | 916000.00   | DD No 326277 Rs.916000/- dated 05/Apr/2019 drawn on KARNATAKA BANK LIMITED,HSR LAYOUT. |
| ಒಟ್ಟು :            | 916000.00   |                                                                                        |

ಸ್ಥಳ : ಸರ್ಕಾರಪುರ

ದಿನಾಂಕ : 08/04/2019

ಉಪ-ಮೊಂಡಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
ಕೆಚ್ಛವರಿ/ಜಂಟಿ ಉಪ-ಮೊಂಡಣಿ ಅಧಿಕಾರಿ  
(ಸರ್ಕಾರಪುರ),  
ಬಸವನಗುಡಿ (ಸರ್ಕಾರಪುರ),  
ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC ACTS Pune.



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**IN FAVOUR OF:**

**M/s. SMAYA BUILDERS AND DEVELOPERS**

A registrar Partnership Firm,  
Having its office At No. 1891/B,  
25<sup>th</sup> A Cross, 19<sup>th</sup> Main,  
2<sup>nd</sup> Sector HSR Layout,  
Bangalore 560 102.

Represented by its Partner

Mr. H.N. Manju  
Aged about 34 years,  
Son of Mr. H.R. Nyata Reddy,

Hereinafter referred to as the **"SECOND PARTY/DEVELOPER"** (which term shall, whenever it so requires shall mean and include its representatives, successors-in-interest, executives and assigns etc..) of the **OTHER PART.**

**WHEREAS,** the First Parties above are the absolute owners and in peaceful possession and enjoyment of following Properties:

a. Land bearing Survey No.119, measuring 2 acres 1 ½ guntas, out of 4 acres 3 guntas, converted vide conversion order bearing No.ALN(A)(SH):SR:206/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, hereinafter referred to as the **ITEM NO.1 OF THE SCHEDULE PROPERTY** belonging to Party No.1, having acquired from his father i.e., Mr. Chikkaramaiah @ Chikkaramaiah Reddy under a Gift Deed dated:08.09.1999, vide Document No. 2768 of 1999-2000, of Book-1, Volume registered in the office of the Sub-registrar, Anekal.

b. Land bearing Survey No.120, measuring 2 acres, converted vide conversion order bearing No.ALN(A)(SH):SR:207/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at

Kalappa.  
Day.  
Sungu

Cannappa  
Mohan  
Renu Chithan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



Print Date & Time : 08-04-2019 01:50:32 PM

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 160 Consisting Total Sheets...25

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ಸರ್ಜಾಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-04-2019 ರಂದು 12:52:45 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ         | ರೂ. ವೆ.   |
|-------------|--------------|-----------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ | 458000.00 |
| 2           | ಸೇವಾ ಶುಲ್ಕ   | 1050.00   |
|             | ಒಟ್ಟು :      | 459050.00 |

ಶ್ರೀ M/s Smaya Builders & Developers Rep by its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

| ಹೆಸರು                                                                                                  | ಫೋಟೊ | ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು | ಸಹಿ |
|--------------------------------------------------------------------------------------------------------|------|------------------|-----|
| ಶ್ರೀ M/s Smaya Builders & Developers<br>Rep by its Partner Mr. H.N. Manju S/o Mr.<br>H.R. Nyatha Reddy |      |                  |     |

ಪೆಚ್ಚತ್ತರಿ/ಜಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ)  
ಬೆಂಗಳೂರು

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

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                                                 | ಫೋಟೊ | ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು | ಸಹಿ |
|-------------|-----------------------------------------------------------------------------------------------------------------------|------|------------------|-----|
| 1           | M/s Smaya Builders & Developers<br>Rep by Its Partner Mr. H.N. Manju<br>S/o Mr. H.R. Nyatha Reddy .<br>(ಬರೆದುಕೊಂಡವರು) |      |                  |     |
| 2           | Sri.Balappa S/o Sri. Chikkaramaiah<br>@ Chikkaramaiah Reddy . .<br>(ಬರೆದುಕೊಂಡವರು)                                     |      |                  |     |

ಪೆಚ್ಚತ್ತರಿ/ಜಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ),  
ಬೆಂಗಳೂರು



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Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, hereinafter referred to as the **ITEM NO.2 OF THE SCHEDULE PROPERTY** belonging to Party No.4, having acquired from his father Mr. Chikkaramaiah @ Chikkaramaiah Reddy and others under a Release deed dated: 08.09.1999, vide document No. 2771 of 1999-2000, Book No.1 registered in the office of the Sub Registrar, Anekal.

Item No.1 and 2 shall jointly be referred to as the SCHEDULE PROPERTY for brevity.

WHEREAS the owners have applied for Layout plan of the schedule property in the office of the Bangalore Development authority, the Bangalore Development authority have approved the layout Plan vide bearing No.BDA/TPM/PRL-53-2012-13/1724/2014-15, dated 05.08.2014 issued by Commissioner of Town Planning Member, Bangalore Development Authority.

Thus in the said manner the owners are fully seized and possessed of the schedule property with power and authority to sell or otherwise dispose of the same in any manner and in favour of any person of their choice. Hence from the date of acquisition the above said owners are in the absolute possession and enjoyment of their respective schedule property by paying all taxes to the concern authority. The owners hereby declare and confirm that they are the sole and absolute owners and no one else have any right, title or interest in the Schedule Property.

Based on the representations made by the Owners /First Parties, the Developer has offered to develop the Schedule Property into a Residential Project comprising of various Plots of various dimensions, with other structures for any other permitted use with amenities, facilities and infrastructure (hereinafter referred to as the "project").

Subject to the aforesaid, the Parties hereto have agreed to reduce into writing the terms and conditions of their understanding and wishes to confirm

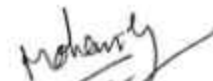
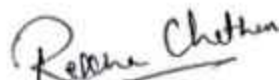
Balappa.  
Raj  
Samp

Canappa  
Mohan  
Rajesh Chethan

For SMAYA BUILDERS & DEVELOPERS

3

Managing Partner

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                 | ಫೋಟೋ                                                                               | ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು                                                                | ಸಹಿ                                                                                  |
|-------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 3           | Smt. B.Ramya D/o Sri.Balappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                    |   |   |   |
| 4           | Smt. B.Sowmya D/o Sri.Balappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                   |   |   |   |
| 5           | Sri.Gundappa S/o Sri.<br>Chikkaramalah @ Chikkaramalah<br>Reddy ..<br>(ಬರೆದುಕೊಡುವವರು) |   |   |   |
| 6           | Sri.Mohan S/o Sri.Gundappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                      |   |   |   |
| 7           | Smt. Rekha D/o Sri.Gundappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                     |  |  |  |

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ಹೆಚ್ಚುವರಿ/ಜಂಟಿ ಉಪನೋಂದಣಿ  
 ಭಿನ್ನವನಗುಡಿ (ಸರ್ವಾಪುರ)  
 ಬೆಂಗಳೂರು

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and record the objects of this understanding and the terms and conditions appearing hereinafter to achieve the objectives as set out herein.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH:**

**1. DEFINITIONS:**

In this Agreement the following words and expressions shall, unless repugnant to context or meaning thereof, have the meaning hereinafter respectively described to them hereunder:

- a. "Agreement" means this Agreement as of date hereof, including recitals, Appendices and attachments hereto as may be amended supplemented or modified in accordance with the provisions hereof.
- b. "Appendix" and "Appendices" means any of the schedules, Annexures, supplements or documents to this Agreement.
- c. "Applicable Laws" mean any statute, law, regulation, ordinance, notification, rule, regulation, judgement, order, decree, bye-law, approval, directive, guideline, policy, requirement or other government restriction or any similar form of decision of or determination by, or any interpretation or administration of central, state or local government or by any government authority (ies) or instrumentality thereof, as may be in effect on the date of this Agreement and during the subsistence thereof.
- d. "Applicable Permits / Approvals" mean any or all permissions, licences, sanctions, permits, clearances (including environmental clearances and approvals), authorizations, consents, no-objections and / or approvals of or from any government Authority (ies), panchayath, Bangalore Development Authority, Town Planning Authority Public Works Department (PWD), Bangalore Water Supply and Sewerage Board (BWSSB), Karnataka Power Transmission Corporation Limited (KPTCL).

Baleppa  
Raj  
Sungar

Cundappa  
Mohan-ly  
Renu Chethan

4  
For SMAYA BUILDERS & DEVELOPERS

Managing Partner

ಗುರುತಿರುವುದು B.N.G. (U) S.J.P. Doct: No.BK I 160 2019-20  
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| ಕ್ರಮ<br>ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ                                                                       | ಸಹಿ        |
|----------------|-----------------------------------------------------------------------------------------|------------|
| 1              | Kalyan S/o Munindraiah<br>No.434, 16th Cross, 6th Sector, HSR Layout Bangalore          | Kalyan     |
| 2              | Devraj B S S/o Sampangramalah<br>No.18, 4th Cross, Maruthi Nagar, Madiwala Bangalore-68 | Devraj B.S |

ಬೆಂಗಳೂರು/ಜಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
 ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ),  
 ಬೆಂಗಳೂರು



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
 ನಂಬರ್ SRJ-1-00160-2019-20 ಆಗಿ  
 ಸಿ.ಡಿ. ನಂಬರ್ SRJD334 ನೇ ಧರಲ್ಲಿ  
 ದಿನಾಂಕ 08-04-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ)

ಬೆಂಗಳೂರು/ಜಂಟಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
 ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ),  
 ಬೆಂಗಳೂರು



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Bangalore Electricity Supply Company (BESCOM), Fire Fighting Department, etc. required, as per Applicable Laws, in connection with the said project and for undertaking, performing or discharging the obligations or fulfilment of the purposes as contemplated in this Agreement.

- e. "Approval Power of Attorney" shall have the meaning given in clause 3.6 (i).
- f. "Architect" shall mean any person or persons, who may be appointed / employed by the Developer, at their sole discretion, for designing and planning of the said project.
- g. "Associate" as to any person, shall mean a person, who is united in action or who has a Purpose common with or who shares authority or responsibility with such person.
- h. "Common areas, facilities and amenities" shall mean and include all roads, pathways, driveways, security areas, areas where common facilities and equipment for provision of support services are installed, common open spaces, common open areas, common green areas, corridors, pump and lighting for common spaces, overhead water tanks, water pump and motor and other facilities, as the case may be in the said project and to be provided for common use in the said project by the Developer.
- i. "Completion" shall mean completion of the physical construction of the project in all respects pending procurement of power, water, sanitation connections and permissions for use and occupation of the project.
- j. "Project" shall have the meaning given in Clause 13.
- k. "Owner's share" shall have the meaning given in clause 7 (i) a.
- l. "Developer's share" shall have the meaning given in clause 7 (i) b.
- m. "Sale Power of Attorney" shall have the meaning given in clause 3.6 (ii).

*Signature*  
Rajappa.  
Rajappa

*Signature*  
Cundappa  
Ramesh Chethan

For SMAYA BUILDERS & DEVELOPERS

*Signature*  
Managing Partner



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n. "Power of Attorney" shall have the meaning given in clause 3.6 (iii).

## 2. INTERPRETATIONS:

- 2.1. Reference to any legislation or law or to any provision thereof shall include references to any such law as it may, after the date of this Agreement, from time to time be amended, supplemented or re-enacted.
- 2.2. Words imparting singular shall mean and include plural and vice versa, and words imparting one gender only shall mean and include all other genders, as appropriate to the context.
- 2.3. The captions and headings are for the purpose of convenience and reference only and shall not be treated as having been incorporated in this Agreement and shall not be deemed to be any indication of the meaning of the Articles or sections to which they relate and shall not effect the construction and interpretation of this Agreement.
- 2.4. Appendices to this Agreement form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement.
- 2.5. Reference to this Agreement or any other Agreement, Deed, instrument or document of any description shall be construed as reference to such Agreement, deed, instrument or other document as the same may from time to time be amended, varied, supplemented, modified, or suspended.
- 2.6. References to Recitals, Articles, Sections, Clauses, Sub-clauses, Schedules, Annexure, Appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Sections, Clauses, Sub-clauses, Schedules, Annexure, Appendices of or to this Agreement.
- 2.7. Any word or expression used in this Agreement shall unless defined or constructed in this Agreement, bear its ordinary English meaning.

Balappa  
D. S.  
Srinivas

Consolidated  
Mohan  
Rajesh Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



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- 2.8. No provisions of this Agreement shall be interpreted in favour of, or against, any party by reason of the extent to which such party or its counsel participated in the drafting hereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof.

**3. TRANSACTION:**

- 3.1. That the subject matter of this Agreement, between the parties is the development of the project on the schedule property by the developer as per the terms and conditions of this Agreement.
- 3.2. The Developer shall develop the project as may be deemed appropriate.
- 3.3. For the implementation of the project, the Owners shall make available the schedule property and developer shall carry out the development, and completion of the project.
- 3.4. The developer shall develop the project in terms of this Agreement and in compliance of Approvals and applicable laws. In the event of any of the parties seeking for any upgrades in the specification of the project in respect of their respective shares in the project, the Developer at its discretion considering the feasibility of such upgrades agree to provide such upgrades at additional cost and the time frame as may be mutually agreed to between the Developer and the party seeking for such upgrades.
- 3.5. The Owners shall simultaneously with the execution of this Agreement execute a power of attorney ("Approval Power of Attorney") in favour of the Developer;

(i) Obtain permissions, Sanctions, Orders, no objections, consents, clearances and License and Plans, at Developer's cost and risk in regard to the development of the schedule property and authorizing the second party to represent the First parties before the Revenue Authorities, Development Authority, City Municipal Council, State and

Kalappa.  
Dhany  
Surya

Candappa  
Mohan  
Renu Chethan

For SMAYA BUILDERS & DEVELOPERS 7

Managing Partner



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Central Governments, Fire Force Departments, Bangalore Electricity Supply Company, Bangalore Water Supply & Sewerage Board, Bangalore Telephones Department, Karnataka State Pollution Control Board, etc., without any limitation thereto for the securing of all the no objections certificate, consents etc for the sanction of plan and to secure the plan sanction;

(ii) Empower and Authorize the Developer to executed sale agreement, sale deed, MOU, etc., and transfer the Developer's share in the project for any prospective buyers for the plots even during the process of developing the project.

(iii) The Developer may secure any loan, advance, credit facility or financial arrangement that may be obtained and / or availed and / or made by it for the said project from any Bank, financial institution /NBFC for the purposes of the said project to be developed. The Developer shall be entitled to create any lien, mortgage for availing such loan, advance, credit facility or financial arrangement on Developer's share in the project. The power of Attorney executed by the Owners shall also empower the Developer to apply for and avail any loans, advance, credit facility or financial arrangement for the said project from any bank, financial institution /NBFC and to create any lien, mortgage for availing such loan, advance, credit facility or financial arrangement on the Developer's share i.e., 38% in the project. Only for the development purpose of this project, strictly adhering to the banking norms which should not affect the title of the property in case of deviation of policy.

- 3.7 The Developer intend to develop the schedule property into a Residential project comprising of various sites/plots of various dimensions as per approved plan, with other structures for any other permitted use with amenities, hereunder or such specifications that may be mutually agreed to between the parties. The Developer shall also be at liberty to change the nature of development based on

8

Balappa  
Raj  
Surya

Arundha  
Moham-ly  
Renu Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



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design constraints, feasibility, market conditions, etc., and such change shall be mutually agreed to between the parties.

#### 4. PERMISSION FOR DEVELOPMENT

- 4.1 The Owners/ First Parties hereby grant a licence and permission to the Developer to develop the project and Developer undertake develop and complete the project at their own cost, in accordance with and subject to the terms and conditions contained in this Agreement. For this purpose, the Owners permit the developer to enter the property and undertake such activities for developing the project on and subject to the terms and conditions of this Agreement. The Developer access to the property shall be a licence and permission to complete the development of project at its own cost and shall not amount to possession. Nothing in this Agreement shall be deemed to amount to the Developer being in possession of the property whether pursuant to section 53-A of the Transfer of property Act, 1881 or Section 2 (47) of the Income Tax Act, 1961.
- 4.2 The Owners hereby agree that the Developer shall develop the schedule property either by itself or through its nominees, provided however, all the obligations and liabilities undertaken by the developer under this Agreement shall remain in full force and be binding on the Developer. The selection of contractors for the purpose of the development of the Schedule Property shall be done by the Developer in its sole discretion and the terms and conditions of such appointment shall be as decided by the Developer in its sole discretion.

#### 5. COMMENCEMENT AND COMPLETION:

- 5.1 The Developer may from the date of this Agreement commence initial preparatory activities such as taking measurement, surveys, soil

*Signature*  
*Signature*

*Signature*  
*Signature*  
*Signature*

For SMAYA BUILDERS & DEVELOPERS

*Signature*  
Managing Partner



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investigation and to construct boundary walls, temporary site office, toilets, labour camp, storage yards and sheds etc.

- 5.2 The Developer shall complete the development of the Project in accordance with the terms of this Agreement within 10 [Ten] months from date of this Joint Development Agreement. The Developer shall be entitled to a grace period of Two [02] months over and above the stipulated 12 months period. However, the Developer shall be entitled to corresponding extension of time for securing completion of the project, if the delay, in completion of project or obtaining requisite certificates/permits are caused due to force majeure, civil commotion, strike or any act of God or Governmental delay, due to any act or omission of the Owners. The Developer shall intimate the Owners of such eventuality and the estimated time required as extension to complete the construction; without taking under advantage of above clauses.

#### 6. ENTITLEMENTS OF THE PARTIES:

- (i) The parties agree that in consideration of (a) the Developer developing the project at their cost and (b) the Owners permitting the Developer to develop the project, the parties shall together undertake the following:
- a. The Owners shall be entitled to 62% in the entire project together with proportionate share of common areas, common amenities and facilities, open areas within the project ("Owner's Share"), and plots allotted under the Owners' share are as follows:

**SHARE ALLOTTED TO THE FIRST PARTY No. 1 to 3 i.e., MR.BALAPPA,  
SMT.B.RAMYA AND SMT.B.SOWMYA**

| Sl.No. | Plot No. | Plot Square Meters |
|--------|----------|--------------------|
| 1.     | 5        | 108                |

Balappa.  
Ramya  
Sowmya

Conduppa.  
Mehumy  
Rexha Chethan

For SMAYA BUILDERS & DEVELOPERS 10

Managing Partner



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|     |    |        |
|-----|----|--------|
| 2.  | 6  | 108    |
| 3.  | 7  | 108    |
| 4.  | 23 | 108    |
| 5.  | 24 | 113.80 |
| 6.  | 35 | 108    |
| 7.  | 36 | 118.55 |
| 8.  | 43 | 108    |
| 9.  | 44 | 108    |
| 10. | 54 | 108    |
| 11. | 55 | 108    |
| 12. | 63 | 268.92 |
| 13. | 64 | 185.26 |
| 14. | 69 | 135    |
| 15. | 78 | 108    |
| 16. | 83 | 222.63 |
| 17. | 84 | 199.25 |

SHARE ALLOTTED TO FIRST PARTY NO.4 to 6 i.e., MR.GUNDAPPA,  
MR.MOHAN AND SMT.REKHA

| Sl.No. | Plot No. | Plot Square Meters |
|--------|----------|--------------------|
| 1.     | 4        | 108                |
| 2.     | 18       | 108                |
| 3.     | 19       | 108                |
| 4.     | 29       | 108                |
| 5.     | 30       | 108                |
| 6.     | 47       | 108                |
| 7.     | 48       | 100.85             |
| 8.     | 56       | 108                |
| 9.     | 57       | 108                |
| 10.    | 58       | 108                |
| 11.    | 59 & 60  | 172.5              |
| 12.    | 70       | 135                |
| 13.    | 71       | 135                |

Gundappa  
D/5

Mohan  
Rekha Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



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|-----|----|--------|
| 14. | 75 | 135    |
| 15. | 77 | 108    |
| 16. | 82 | 320.89 |

- b. The **Developer shall be entitled to 38%** in the entire project in the entire project together with proportionate share of common areas, common amenities and facilities, open areas within the project ("Developer's Share"), and plots allotted under the Developer's share are as follows:  
**SHARE ALLOTTED TO SECOND PARTY i.e., M/s. SMAYA BUILDERS AND DEVELOPERS**

| Sl.No. | Plot No. | Plot Square Meters |
|--------|----------|--------------------|
| 1.     | 1        | 130.65             |
| 2.     | 2        | 108                |
| 3.     | 3        | 108                |
| 4.     | 8        | 108                |
| 5.     | 17       | 108                |
| 6.     | 20       | 108                |
| 7.     | 21       | 108                |
| 8.     | 22       | 108                |
| 9.     | 25       | 130.65             |
| 10.    | 26       | 108                |
| 11.    | 27       | 108                |
| 12.    | 28       | 108                |
| 13.    | 31       | 108                |
| 14.    | 37       | 304.50             |
| 15.    | 41       | 108                |
| 16.    | 42       | 108                |
| 17.    | 45       | 108                |
| 18.    | 46       | 108                |
| 19.    | 53       | 108                |
| 20.    | 61 & 62  | 236.84             |
| 21.    | 65       | 54                 |

Balappa  
[Signature]

Amulya  
[Signature]  
Renu Chethan  
[Signature]

For SMAYA BUILDERS & DEVELOPERS<sup>12</sup>

[Signature]  
Managing Partner



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|     |    |     |
|-----|----|-----|
| 22. | 66 | 54  |
| 23. | 76 | 108 |
| 24. | 79 | 108 |

## 7. REPRESENTATION AND WARRANTIES BY THE OWNERS/S:

The Owners hereby represent and warrant that:

- That they are the joint and absolute Owners of the schedule property and the title thereto is clear marketable and subsisting and none other than the Owners have any right, title and interest or share therein;
- The Owners have not entered into, any agreement with any third party for development, sale, transfer or creation of any interest in respect of the schedule property or any part thereof;
- That the schedule property is not subject to any encumbrance, litigations, attachments, liabilities, court or acquisition proceedings of any kind, nor has the schedule property been given as security for any purpose either directly or indirectly or made part of any surety in any court proceedings. The Owners shall similarly ensure that the additional land is free from any encumbrance, litigations, attachments, liabilities, court or acquisition proceedings of any kind, nor given as security for any purpose either directly or indirectly or made part of any surety in any court proceedings;
- The schedule property is vacant and is presently in full occupation and possession of the Owners as on the execution of this agreement;
- That the Owners have not created any charge, mortgage or encumbrances on the schedule property and have not alienated, leased, transferred or created any other third party rights of whatsoever nature in respect of the schedule property; the titles are clear and freehold;

Baleappa  
Raj  
Sangeetha  
Anandappa  
Moham-y  
Ramesh Chithan

For SMAYA BUILDERS & DEVELOPERS 13

Managing Partner



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- vi. That they have paid all the property taxes, levies, cesses and other statutory charges upto date with regard to the schedule property.
- vii. That the Owners have not received any notice of acquisition or requisition from the government or other authorities including from the Development Authority, Karnataka Industrial Areas Development Board or from any other authorities and the Schedule Property is not being acquired under the provisions of any act and the Schedule Property is free from all such proceedings;
- viii. The Owners have agreed to hand over the original title deeds pertaining to Schedule Property to the Association (which is to be formed)/Developer to enable the Developer to deal with the same in a manner consistent with this agreement.
- ix. Further owners agrees that if any disputes arises with respect to the schedule property the same shall be settled by owners only, if the dispute is not resolve by the owners, then all the cost, expenses, cost of man power and labour charges, etc., calculated till such date shall be reimbursed by the First Parties jointly along with an interest of 18% p.a.
- x. The execution, delivery and performance of this agreement has been duly authorized by all necessary actions on the part of each of the Owners and that they have legal capacity to undertake its obligations as contemplated in this agreement and to perform and observe the terms and provisions hereof applicable to it and that this agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- xi. The Owners represent that the boundaries, survey numbers, plans and drawings handed over to the developer and all other information provided to the developer are true and accurate., if any the measurement of the schedule property is defers then the developer shall develop accordingly.

*Salappa.*  
*Pray*  
*Sunil*  
*Cundappa*  
*Moham-y*  
*Ramesh Chethan*

For SMAYA BUILDERS & DEVELOPERS 4

*[Signature]*  
Managing Partner



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- xii. There is/ was no statutory bar or prohibition or any claims to acquire / hold the schedule property including and not limited due to any provisions of any law including without limitation any Land Ceiling or Land Reforms Laws.
- xiii. That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;
- xiv. That there are no notices received for the violations under the provisions of section 79A and B of the Karnataka Land Reforms Act.
- xv. That the Schedule Property has clear access.
- xvi. The above representations and warranties shall also apply to additional land as and when supplementary agreement is entered into between the parties.
- xvii. Further owners shall no objection to transfer revenue documents like khatha certificate and khatha extract to the developer's share area. After developing the entire project the developer shall apply for khatha transfer of their share as per the sharing described in the Clause 6 above.

#### 8. REPRESENTATION OF THE DEVELOPER:

The Developer hereby represents and warrants as under:

- (i) The execution, delivery and performance of this Agreement has been duly authorized by all necessary actions on its part and that it has legal capacity to undertake its obligations as contemplated in this agreement and to perform and observe the terms and provisions hereof applicable to it and that this agreement constitutes legal, valid and binding obligations enforceable against it in accordance with the terms hereof.
- (ii) The Developer have all the necessary infrastructure, man power, financial strength and marketing potential to undertake the Project

Developer  
Candappa  
Mohamud  
Ramesh Chithan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



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and complete the same within the period set out herein. The developer shall not do any act deed or things which would in any manner be derogatory to this agreement or the rights of the Owners.

#### 9. DEVELOPER RIGHTS AND OBLIGATIONS:

The Developer shall, perform the following in pursuance of development of the project:

- To develop the entire project pursuant to sanction of plan, with such alterations, additions, modifications as may, from time to time become necessary.
- The Developer may, if required, any project management consultants in relation to the project and bear the costs of the same.
- All charges, taxes, development charges, deposits, etc., shall be borne by the Developer only for the total project.

#### 10. APPOINTMENT OF ARCHITECTS, CONTRACTORS, ENGINEERS:

The Developer shall have the sole discretion to engage architects, contractors and other agencies required for the execution and completion of the construction work;

#### 11. DEVELOPMENT ACTIVITIES:

- The Developer shall have the sole discretion in selection of materials, method of developing, equipment to be used for developing and other related techniques of development etc.
- The Owners shall extend full co-operation to the Developer to complete the development undertaken by them. The Owners shall not create any impediments or obstruction in the way of the Developer in developing the Project.

*Signature*  
*Signature*  
*Signature*

*Signature*  
*Signature*  
*Signature*

For SMAYA BUILDERS & DEVELOPERS 16

*Signature*  
Managing Partner



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- iii. The Developer is entitled to entrust, sub-contract the development work or any parts thereof to such person/s or companies it deems fit, for the purpose of effective development of the Schedule Property.
- iv. In the event of any dispute/s between the Developer and/or their architects, engineers, contractor, staff and workmen and suppliers of men and materials and other persons who are engaged in any manner whatsoever in the development of the Property, such dispute/s shall be settled by the Developer. The Developer shall ensure that the Owners shall not be responsible or liable and answerable for all such claims. In case of any accidents resulting in death or injury during the course of construction period to any workmen or third party/parties in the Schedule Property, the Developer shall ensure that the Owners are not made responsible for the same and the Owners will have no liability whatsoever in this regard.
- v. The Developer shall manage the development of the Project in all respects including entering into agreements with respective vendors, contractors and suppliers as appropriate. The Developer shall liaise with the Revenue Authorities, Panchayat offices, Bangalore Development Authority, City Municipal Council, State and Central Governments, Fire Force Departments, Bangalore Electricity Supply Company, Bangalore Water Supply & Sewerage Board, Bangalore Telephones Department, etc., without any limitation thereto for the securing of all the no objections certificate, consents etc for the sanction of plan.
- vi. All tools, materials and equipment that the Developer or its vendors, suppliers and contractors shall belong to the Developer, vendors, suppliers and contractors as the case may be and the Owners shall have no right, title or interest in the same.
- vii. All wastage and scrap material resulting from the developing of the Project including customization wastage resulting from the developing of special items shall be the property of the Developer and it shall have the complete right to either use the same or sell the same and appropriate income from such sale.

Balappa  
D. S.  
S. S.

Anil  
Roham  
Retha Chithan

For SMAYA BUILDERS & DEVELOPERS 17

Managing Partner



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- viii. As per Bangalore Development Authority norms around 58.3 % area is relinquished for formation of road, parks etc., in the project.

**12. MARKETING:**

- (i) The Developer shall, immediately on signing this Agreement, be entitled to erect sign board/s on the Schedule Property advertising for sale and disposal of the Plots in the Schedule Property and to publish in newspaper/s, magazine/s, website/s and such other media/s calling for application form/s from prospective purchaser/s and otherwise market their share in any manner howsoever.
- (ii) The final marketing, selling and advertising plan and the pricing of the development in the Project shall be determined and all activities related thereto shall be carried out by Developer and /or its group companies, associates, affiliates, etc., in any manner as they deem fit and proper, provided that the same is carried out under the brand name of the Developers.

**13. PAYMENT OF WORKS CONTRACT/SERVICE TAX/GST:**

The Owners and the Developer shall bear or cause their transferees to bear the works contract tax/service tax/GST etc., or any other levies that may become payable in future in proportion to their shares, if applicable.

**14. PAYMENT OF PROPERTY TAXES:**

The Owners shall pay and discharge all municipal taxes, cesses and other public dues with respect to the Schedule Property due up to Completion. Upon Completion, the respective purchasers/Owners of the Project shall be liable to bear and pay all municipal taxes/property taxes under the rules of other public dues and Charge/s for electricity, water, sanitary and other services and out goings payable in respect of the Project on a pro-rata basis.

*Signature*  
*Signature*  
*Signature*

*Signature*  
*Signature*

*Signature*  
*Signature*

For SMAYA BUILDERS & DEVELOPERS

*Signature*  
Managing Partner



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**15. TAXES, MAINTENANCE CHARGES:**

- (i) The Owners and the Developer and or any one claiming through them shall be liable to pay the sinking fund/deposits/maintenance charges, taxes, cesses assessments, chargers for electricity, water and sanitary and other services maintenance chargers and out goings payable in respect of their respective shares.
- (ii) The Developer shall by themselves or through their nominees undertake the maintenance of the Project after completion. The Owners and/or their nominees and the Developer and/or their nominees or the prospective purchasers shall pay maintenance charges in respect of their respective shares.

**16. INDEMNIFICATION:**

- (i) The Owners shall be kept indemnified and harmless by the Developer against any loss, liability, cost or claim, action or proceedings that may arise against them or their share of area by reason of breach of the terms and obligations contained therein or on account of any gross negligence in using the Schedule Property or putting up the construction.
- (ii) The Owners hereby confirms their title to the Schedule Property is good, marketable and subsisting and they shall keep the Developer indemnified and protected/harmless against any loss or liability, cost or claim, action or proceedings that may be suffered by the Developer on account of any defect or want of title of the Owners or on account of any delay caused at the instance of the latter.

**17. RELATIONSHIP/INDEPENDENT CONTRACTORS:**

Nothing contained in this Agreement shall be construed or deemed to create any association, partnership, joint venture or creates employer - employee relationship in any manner whatsoever between the Parties or allow Owners or any person/s claiming under them to create or assume

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Balappa  
Raj  
Sundar

Condy  
Moham  
Kechu Chithra

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



any obligation on behalf of the Developer for any purpose whatsoever. All financial, statutory and other obligations associated with the Owners including their efforts as described herein are the sole responsibilities of the Owners. Subject to the provisions of this Agreement, the Owners shall have no right to enter into any agreement or arrangement for and/or behalf of the Developer or to represent to any person, firm or corporation that it has such right or authority, without the prior written consent of the Developer. The Owners are at liberty for such transaction in respective share of Owners.

**18. BRANDING AND NAME OF THE DEVELOPMENT:**

The project name will be decided by the Developer or both the parties.

**19. BREACH AND CONSEQUENCES:**

- In the event of breach of any of the terms of this Agreement by either party, the aggrieved party shall be entitled to specific performance of the contract and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach.
- No dispute concerning the parties will be allowed by any party to affect the uninterrupted continuation of the project. No party shall be entitled to any order from the court or any other authority for injunction or restraining order, restraining the continuation of the development. Subject as aforesaid this shall not come in the way of any party suing for specific performance of contract before the project completion.

**20. PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES ETC.:**

The stamp duty and registration charges in respect of registration of this Agreement shall be borne by the Developer or its nominee/s. The Owners shall come forward to register this Agreement, as and when requested by the developer.

Boalappa.  
D. S.  
S. S.

Amalappa  
Mohamud  
Ramesh Chithan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



## 21. MISCELLANEOUS:

### 25.1 Notices:

- 1) Any notice to any party hereto shall be in writing and sent to their address as mentioned hereinabove or the addresses from which a notice is received.
- 2) A notice shall be sent in writing by registered post acknowledgement due and shall be deemed to have been served within 10 days from the date it is sent.

### 25.2 Language:

All documents to be furnished or communications to be given or made under this Agreement shall be in English language.

### 25.3 Governing Laws & Jurisdiction:

The provisions of this Agreement shall be Governed by and constructed in accordance with Indian laws. The courts in Bangalore alone shall have jurisdiction over this agreement.

### 25.4 Amendment or waiver:

- (i) Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated unless such amendment, change, waiver, discharge or termination is in writing signed by all of the parties hereto.
- (ii) No forbearance, indulgence or relaxation of any party at time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of the same provision and any waiver or acquiescence by any party of any breach of any provision of this Agreement shall not be constructed as a waiver or acquiescence of any continuing or

Balappa  
Raj  
Sungu

Anilappa  
Moham  
Ramesh Chethan

For SMAYA BUILDERS & DEVELOPERS

21

Managing Partner



succeeding breach of such provisions, a waiver of any containing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

**22. Entire Agreement:**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any party hereto.

**23. Heading:**

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

**24. Custody of Agreement:**

The original of this Agreement shall be with the Developer and the duplicate set of this agreement thereof shall be retained by the owners.

**25. Execution and/or provision of Additional Documents:**

The Owners shall execute and deliver such additional documents and perform such additional actions, as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

*Handwritten signatures of the Owners:*  
Balappa  
Dey  
Sanyal

*Handwritten signatures of the Owners:*  
Cindappa  
Moham  
Reena Chohan

For SMAYA BUILDERS & DEVELOPERS

*Handwritten signature of the Managing Partner:*  
Managing Partner

to D/5:

**26. Provisions of This Agreement:**

The illegality, invalidity or unenforceability of any provisions of this Agreement in any law and jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such law and jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder shall be enforceable to the fullest extent permitted by law. This means that the actual intentions of the provisions should at the best retained and enforced.

**SCHEDULE PROPERTY**

ITEM NO.1:

ALL THAT PIECE AND PARCEL OF the property in Survey No.119, measuring 2 acres 1 ½ guntas, out of 4 acres 3 guntas, converted vide conversion order bearing No.ALN(A)(SH):SR:206/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, presently coming under Shanthipuram Panchyathi jurisdiction and bounded as:

East By : Property belonging to Venkataswamy Reddy.  
West By : Portion of same survey No.119, gifted to Gowri Shankar.  
North By : Choodasandra boundary.  
South By : Government Road.

ITEM NO.2:

ALL THAT PIECE AND PARCEL OF the property in Survey No.120, measuring 2 acres, converted vide conversion order bearing No.ALN(A)(SH):SR:207/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District,

Calappa.  
P. J.  
George

Condy R.  
Molamby  
Rex Chitham

For SMAYA BUILDERS & DEVELOPERS

23

Managing Partner



(B) S.J.P. Doct: No.BK I. 160 2019-20  
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Total 28 29 Pages

to D/S:

Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, presently coming under Shanthipuram Panchyathi jurisdiction and bounded on the:

East By : Land in Sy.No.119,  
West By : Portion of same Sy.No.120 & Sy.No.121,  
North By : Choodasandra Village Boundary,  
South By : Government Road.

IN WITNESS WHEREOF, the parties hereto have hereunto put their hands, seal and signed this Joint Development Agreement in the city of Bangalore on the day, month and year first above mentioned.

WITNESSES:

1. Kalyan  
(KALYAN)  
No-434, 16th cross,  
HSR layout  
Bangalore-102

2) DBS  
H.S.R Bangalore-102

1. Balappa.  
{SRI.BALAPPA}

2. B. Ramya.  
{SMT.B.RAMYA}

3. Smt. B. Sowmya.  
{SMT.B.SOWMYA}

4. Sri. Gundappa.  
{SRI.GUNDAPPA}

5. Sri. Mohan.  
{SRI.MOHAN}

Reena Chethan

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For SMAYA BUILDERS & DEVELOPERS

Managing Partner

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29-29 Pages

CO D/5:

& Rekha Chethan  
{ SMT. REKHA }

FIRST PARTIES/OWNERS/EXECUTORS

M/s. SMAYA BUILDERS AND DEVELOPERS  
FOR SMAYA BUILDERS & DEVELOPERS

Mr. H.N. Mani  
Managing Partner

SECOND PARTY/DEVELOPER

**DRAFTED BY:**

LAW PARK ASSOCIATES,  
Advocate, 6<sup>th</sup> Sector,  
HSR Layout, Bangalore 560102

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(U) S.J.P. Doct: No. BK 125 2019 20  
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Total 16 Pages

### GENERAL POWER OF ATTORNEY

**THIS GENERAL POWER OF ATTORNEY** is made and executed on this Eight Day of April, Two Thousand and Nineteenth (08.04.2019) at Bangalore:

**BY:**

1. **SRI.BALAPPA**, aged about 62 years, son of Sri.Chikkaramaiah @ Chikkaramaiah Reddy, residing at No.1455, 22<sup>nd</sup> Main, 12<sup>th</sup> Cross, HSR 1<sup>st</sup> Sector, Bangalore - 560 102.

2. **SMT.B.RAMYA**, aged about 33 years, Daughter of Sri.Balappa, residing at No.360/A 1, 5<sup>th</sup> Cross, K.N.Extension, 1<sup>st</sup> Main, Yeshwanthpura, Bangalore - 560 022.

3. **SMT.B.SOWMYA**, aged about 31 years, Daughter of Sri.Balappa, residing at No.51/A, 8<sup>th</sup> Main, 14<sup>th</sup> Cross, BTM 2<sup>nd</sup> Stage, NS Palya, Bangalore - 560 076.

4. **SRI.GUNDAPPA**, aged about 67 years, son of Sri.Chikkaramaiah @ Chikkaramaiah Reddy,

5. **SRI.MOHAN**, aged about 40 years, son of Sri.Gundappa, Sl. No. 4 and 5, residing at No.627, 12<sup>th</sup> Cross, 27<sup>th</sup> Main, 1<sup>st</sup> Sector, HSR Layout, Bangalore - 560102

6. **SMT.REKHA**, aged about 42 years, Daughter of Sri.Gundappa, Residing at No.512, 2<sup>nd</sup> Cross, Block 'B', Brooked filed, Kundalahalli, Bangalore 560037

Hereinafter referred to as the **FIRST PARTIES/OWNERS/PRINCIPALS** (which expression shall unless excluded by or repugnant to the context deem to include their legal heirs, representatives, administrators, executors, assignees, etc.,) of **ONE PART**.

Balappa  
Ramya  
Sowmya

Gundappa  
Mohan  
Rekha Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

B.N.G. (U) S.J.P. Doct: No.BK 125.....2019-20

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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 Smaya Builders & Developers Rep by Its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ   | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ |
|----------|-------------|-----------------|
| ನಗದು ರೂಪ | 1000.00     | Paid in Cash    |
| ಒಟ್ಟು :  | 1000.00     |                 |

ಸ್ಥಳ : ಸರ್ಕಾರಿ

ದಿನಾಂಕ : 08/04/2019

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿ  
ಸರ್ಕಾರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ

Designed and Developed by C- DAC ,ACTS Pune.

₹ 3/-

£3 D/5:

U) S.J.P. Doct. No. BK 10.5.....2018-20

Consisting Total Sheets.....10.....

Total.....3-14.....Pages

**M/s. SMAYA BUILDERS AND DEVELOPERS**

Represented by its Partner

Mr. H.N. Manju  
Aged about 34 years,  
Son of Mr. H.R. Nyata Reddy,

Hereinafter referred to as the **DEVELOPER** or **ATTORNEY** (which expression shall unless excluded by or repugnant to the context deem to include his successors, representatives, administrators, executors, assignees, etc.,) of **OTHER PART**.

**WHEREAS**, the First Parties above are the absolute owners and in peaceful possession and enjoyment of following Properties:

Land bearing Survey No.119, measuring 2 acres 1 ½ guntas, out of 4 acres 3 guntas, converted vide conversion order bearing No.ALN(A)(SH):SR:206/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, hereinafter referred to as the **ITEM NO.1 OF THE SCHEDULE PROPERTY** belonging to Party No.1, having acquired under a Gift Deed dated:08.09.1999, vide Document No. 2768 of 1999-2000, of Book-1, Volume registered in the office of the Sub-registrar,

Balappa. Conlype  
 ②y. prohomy

2

For SMAYA BUILDERS & DEVELOPERS

**Managing Partner**

Respectfully  
Ramesh Chithan



Print Date & Time : 08-04-2019 02:11:50 PM

B.N.G. (U) S.J.P. Doct: No.BK 105 2019-20

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5

Consisting Total Sheets..10

Total 4-14 Pages

ಸರ್ಜಾ ಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-04-2019 ರಂದು 01:02:17 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ         | ರೂ. ಪೈ  |
|-------------|--------------|---------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ | 1000.00 |
| 2           | ಸೇವಾ ಶುಲ್ಕ   | 560.00  |
|             | ಒಟ್ಟು :      | 1560.00 |

ಶ್ರೀ M/s Smaya Builders & Developers Rep by its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

| ಹೆಸರು                                                                                                  | ಫೋಟೋ | ಹೆಚ್ಚಿಟ್ಟು ಗುರುತು | ಸಹಿ |
|--------------------------------------------------------------------------------------------------------|------|-------------------|-----|
| ಶ್ರೀ M/s Smaya Builders & Developers<br>Rep by its Partner Mr. H.N. Manju S/o Mr.<br>H.R. Nyatha Reddy |      |                   |     |

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                                                 | ಫೋಟೋ | ಹೆಚ್ಚಿಟ್ಟು ಗುರುತು | ಸಹಿ |
|-------------|-----------------------------------------------------------------------------------------------------------------------|------|-------------------|-----|
| 1           | M/s Smaya Builders & Developers<br>Rep by its Partner Mr. H.N. Manju<br>S/o Mr. H.R. Nyatha Reddy .<br>(ಬರೆದುಕೊಂಡವರು) |      |                   |     |
| 2           | Sri.Balappa S/o Sri, Chikkaramaiah<br>@ Chikkaramaiah Reddy .<br>(ಬರೆದುಕೊಂಡವರು)                                       |      |                   |     |

ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ



ನಂ. D/S:

(U) S.I.P. Doct: No. BK 12 5 2019 20

Consisting Total Sheets: 10

Total 5-14 Pages

Anekal from the father of the Owner No.1 i.e., Mr. Chikkaramaiah @ Chikkaramaiah Reddy.

b. Land bearing Survey No.120, measuring 2 acres, converted vide conversion order bearing No.ALN(A)(SH):SR:207/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, hereinafter referred to as the **ITEM NO.2 OF THE SCHEDULE PROPERTY** belonging to Party No.4, having acquired under a Release deed dated: 08.09.1999, vide document No. 2771 of 1999-2000, Book No.1 registered in the office of the Sub Registrar, Anekal, from the father of the Owner No.4 i.e., Mr. Chikkaramaiah @ Chikkaramaiah Reddy and others.

Item No.1 and 2 shall jointly be referred to as the SCHEDULE PROPERTY for brevity.

WHEREAS the owners have applied for Layout plan of the schedule property in the office of the Bangalore Development authority, the Bangalore Development authority have approved the layout Plan vide bearing No.BDA/TPM/PRL-53-2012-13/1724/2014-15, dated 05.08.2014 issued by Commissioner of Town Planning Member, Bangalore Development Authority.

Thus in the said manner the owners are fully seized and possessed of the schedule property with power and authority to sell or otherwise dispose of the same in any manner and in favour of any person of their choice. Hence from the date of acquisition the above said owners are in the absolute possession and enjoyment of their respective schedule property by paying all taxes to the concern authority with respect to the schedule property. The owners hereby declare and confirm that they are the sole and absolute owners and no one else have any right, title or interest in the Schedule Property.

Balappa  
Raj  
Sangeetha

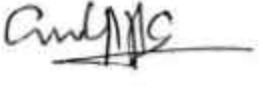
Anshu  
Rohini

3

Renu Chithan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

| ಕ್ರಮ<br>ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                 | ಪೋಟೊ                                                                               | ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು                                                                | ಸಹಿ                                                                                  |
|----------------|---------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| 3              | Smt. B.Ramya D/o Sri.Balappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                    |   |   |   |
| 4              | Smt. B.Sowmya D/o Sri.Balappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                   |   |   |   |
| 5              | Sri.Gundappa S/o Sri.<br>Chikkaramaiah @ Chikkaramaiah<br>Reddy ..<br>(ಬರೆದುಕೊಡುವವರು) |   |   |   |
| 6              | Sri.Mohan S/o Sri.Gundappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                      |   |   |   |
| 7              | Smt. Rekha D/o Sri.Gundappa ..<br>(ಬರೆದುಕೊಡುವವರು)                                     |  |  |  |

B.N.G. (U) S.J.P. Doct: No.BK 105.....2019-20  
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ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
 ಸರ್ಜಾದುರೆ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು  
 ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ



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Total 7 Pages

The Principals/owners have entered into a joint development agreement dated:08.04.2019, hereinafter referred to as "the JD Agreement" with the developer for the development and marketing of the schedule property by developing the schedule property into various plots of various dimensions with other permitted use with common areas, facilities and amenities (hereinafter referred to as "Project") in terms with the JD Agreement;

Under the terms of the JD Agreement, it is necessary to execute this Power of Attorney to give effect to and for carrying out the purposes as enumerated in the JD Agreement. The owners above named are executing this Power of Attorney to appoint and constitute the Developer as their attorney to do all or any of the following acts, deeds, matters and things as to the schedule property, that is to say;

1. To enter upon the schedule property for the purposes stated in the JD Agreement.
2. To prepare plans or modify or renew the existing plan for the development of the schedule property and to submit the same for approval to the government authority(ies), panchayath, town planning authority, local development authority, public works department (PWD), Bangalore water supply and sewerage board (BWSSB), Bangalore Electricity Supply Company (BESCOM), BSNL, Fire Fighting Department, Airport Authority of India, etc. and such other relevant appropriate authorities as would be required, as per Applicable Laws (hereinafter collectively called "Authorities").
3. To submit plans for construction and modify the said plans of proposed buildings to be constructed on schedule property to the Authorities as required, as per applicable laws and to get the same sanctioned/amended or revised in accordance with rules and regulations thereof to prepare execute and submit all applications, forms, affidavits,

Balappa  
P. S. S.  
S. S. S.

Condyffe  
S. S. S.  
Renu Chithan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

ಗುರುತಿಸುವವರು

B.N.G. (U) S.J.P. Doct: No.BK 25 2019-20

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Total... 8-14 Pages

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ                                                                       | ಸಹಿ    |
|-------------|-----------------------------------------------------------------------------------------|--------|
| 1           | Kalyan S/o Munindralah<br>No.434, 16th Cross, 6th Sector, HSR Layout Bangalore          | Kalyan |
| 2           | Devraj B S S/o Sampangiramlah<br>No.18, 4th Cross, Maruthi Nagar, Madiwala Bangalore-68 | BS     |

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಸರ್ಜಾಮರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ

I hereby certify that on production of the original document, I have satisfied myself that the stamp duty of Rs. 916000/- has been paid by way of Registered JDA as Document No.SRJ-1-00160/2019-20, Dt 08/04/2019, Stored in CD No.SRJD334 in Book I

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಸರ್ಜಾಮರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ



4 ನೇ ಪ್ರಕಟದ ದೃಷ್ಟಾಂತ  
ಸಂಖ್ಯೆ SRJ-4-00005-2019-20 ಆಗಿ  
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ SRJD334 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 08-04-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಸರ್ಜಾಮರ)



ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು

ಸರ್ಜಾಮರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ.



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(U) S.J.P. Doct: No. BK 105 2019-20

Consisting Total Sheets 10

Total 9-14 Pages

undertakings, writings as may be necessary for obtaining the said approvals and sanction of such plans as per the JD Agreement.

4. To represent the owners in all the offices and departments of the Authorities and to sign and make any letter, documents, representation and petition for all and any license(s), permission(s), approval(s) and consent(s), as may be required in connection with the schedule property and for purposes incidental and ancillary thereto and make payment of charges due and receive refunds and to take all necessary steps and to do or cause to be done all such acts, matters, deeds and things for the purposes aforesaid.
5. To appear for and represent the owners and correspond on behalf of owners with the Authorities as required, as per applicable laws and in all other offices and apply for and obtain orders for change of land use if necessary or for grant of any plans, licenses, sanctions, orders etc., of land use if necessary or for grant of any plans, licenses, sanctions, orders etc., and obtain all such licenses, no objections, permissions and for the said and other purposes incidental thereto, to sign and execute necessary petitions, applications forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure plans, licenses and other permissions for construction and other purposes in the schedule property and also apply for renewal or modifications therefore and pay necessary charges and levies and sums thereof.
6. To entrust/assign the development work to such person/s or companies as the developer deems fit.
7. To apply for and to obtain commencement certificate, occupation certificate, completion certificate and other certificates, permissions, orders etc., in respect of the building/buildings to be constructed and completed on the schedule property from the concerned authorities.

Balappa  
D. S.  
S. S.

Chandappa  
Moham  
Renu Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

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(U) S.J.P. Doct: No. BK 10 5 2019-20

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Total 10-14 Pages

8. To apply for and secure electricity, water and sanitary connections and other requirements which may be required in the schedule property and /or to the building to be constructed from the concerned authorities.
9. To correspond with all private, government, semi government and other bodies or boards for undertaking development or construction on the schedule property and for the said and other purposes, sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc as may from time to time necessary or as may be required by the concerned authorities.
10. To appear on behalf of owners and in the name of owners and to represent the interest of owners before the Authorities as required, as per applicable laws, for the renewal or grant of licenses and permits or for any other authorities whomsoever in any matter relating to the schedule property.
11. To appear for and represent the owners before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the schedule property and to make such arrangements and arrive at such arrangements as may be conducive to the development of the schedule property.
12. To appoint architects, surveyors, engineers, advocates, chartered accountants, contractors, employees, workers and other professional agencies as may be necessary for the development of schedule property and for developing thereon and pay their charges, fees and other dues.
13. To make all deposits, payments and other statutory dues that may become necessary for obtaining building sanction and permissions from the concerned authorities in respect of the schedule property.
14. To negotiate for sale or otherwise dispose of by way of sale agreement, sale deed, MOU, GPA, assignment, or to lease, sub-lease, etc., for the 38% of the developer's share in terms of the JD Agreement, to execute and thereafter

Balappa  
D. A.  
S. S.

6  
C. S.  
M. S.

R. S. Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



to present any Sale Agreements, Sale Deeds, Assignment Deeds, Gift Deeds, or Lease Deeds or other Conveyances either as a whole or in such parts or in undivided share as the Attorney shall deem fit, and in pursuance thereof to enter into and execute such agreements or deeds for sale or lease or assignment on owners behalf in this regard on the terms and condition so decided by the attorney. In pursuance to the same, to receive the sale consideration, rent, rent deposits etc. from the purchaser or purchasers or lessee or any other person and to give valid receipt and discharge. The attorney may deliver possession of the portions of the schedule property sold or leased on behalf of the owners.

15. In pursuance to the above, to execute and thereafter to present any Agreements/s, sale deeds, assignment deeds, gift deeds, mortgage deeds or lease deeds or other conveyances in respect of the schedule property or portions thereof and admit the execution thereof before the sub registrar having authority for and to have the same registered in the manner required under law and to all acts, deeds and things which the said attorney/s shall consider necessary or in any other manner as our attorney/s may deem it fit so as to fully and effectually convey the developer's constructed area. In respect of the Developer's Share,
16. To raise, borrow funds from banks, bankers, financial institutions and other public institutions by hypothecation, pledge, creating equitable mortgage, offer as collateral security, the right, title and interest on the schedule property, with or without building and development rights in the JD Agreement and sign and execute requisite mortgage deeds and other conveyance required thereof, on such terms and conditions as our attorney/s deem/s it fit and get the same registered before the jurisdictional sub registrar in the manner prescribed under law and for the said purposes sign and execute necessary forms, declarations and affidavits, etc.
17. In order to enforce or defend any acts of the developer as above or to protect the schedule property, to institute, defend and prosecute, enforce or rest or continue any suit or other actions and proceedings, appeals, in

Balappa  
D. A.  
Srinivas

7  
C. S. S.  
Mohan

Rama Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



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(U) S.J.P. Doct: No.BK 10 5 2019-20

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Total 12-14 Pages

any court anywhere in its civil, criminal, revenue, revision or before any tribunal or arbitration or industrial court, income tax and sales tax authorities to execute warrant of attorney, vakalatnama and other authorities to act and to plead and to sign and verify plaint, written statements, petitions and other pleadings and also to present any memorandum of appeal, accounts, inventories, to accept service of summons, notices and other legal processes, enforce judgments, execute a decree or order, to appoint and engage advocates, auditors, tax practitioners and other legal agents etc., as our attorney/s think fit and proper and to adjust, settle all accounts, to refer to arbitration all disputes and differences, to compromise cases, to withdraw the same and to receive delivery of documents or payments of any money or monies from any court, office or opposite party either in execution of decree or order or otherwise as they shall think fit and proper and to bid in court and/or revenue sales/auction and do all acts, deeds and that may be necessary or requisite in connection therewith.

- 18.The attorney may delegate all or any of the aforementioned powers granted to any other person and to cancel/revoke such delegated powers to other person.

GENERALLY TO DO AND PERFORM all acts, deeds matters and things necessary and convenient for all or any of the purposes aforesaid and for giving full effect to the authorities hereinbefore contained as full and effectually as the Principal could personally do in respect of the schedule property.

#### SCHEDULE PROPERTY

##### ITEM NO.1:

ALL THAT PIECE AND PARCEL OF the property in Survey No.119, measuring 2 acres 1 ½ guntas, out of 4 acres 3 guntas, converted vide conversion order bearing No.ALN(A)(SH):SR:206/2011-12, dated 06.02.2013, issued by Deputy

Balappa.  
Raj.  
Sampat.

Arundhathi.  
Prakash.

Renu Chethan

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



(U) S.I.P. Doct: No. BK 105 2019-20

Consisting Total Sheets 10

Total 13-14 Pages

Commissioner, Bangalore District, Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District and bounded as:

East By : Property belonging to Venkataswamy Reddy,  
West By : Portion of same survey No.119, gifted to Gowri Shankar,  
North By : Choodasandra boundary,  
South By : Government Road.

**ITEM NO.2:**

ALL THAT PIECE AND PARCEL OF the property in Survey No.120, measuring 2 acres, converted vide conversion order bearing No.ALN(A)(SH):SR:207/2011-12, dated 06.02.2013, issued by Deputy Commissioner, Bangalore District, Bangalore, Situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, and bounded on the:

East By : Land in Sy.No.119,  
West By : Portion of same Sy.No.120 & Sy.No.121,  
North By : Choodasandra Village Boundary,  
South By : Government Road.

IN WITNESS WHEREOF, the Owners/Principals and Attorney signed and executed this General Power of Attorney at Bangalore on the Day, Month and year mentioned above.

**WITNESSES:**

1. Kalyan  
(KALYAN)  
No. 1434, 16th cross,  
HSR layout,  
Bangalore-102

1. Balappa  
(SRI.BALAPPA)

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

Def.  
Mohan  
Cundappa  
P. Chethan

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Document Sheet

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to D/S:

(U) S.I.P. Doct. No. BK 105 2019-20

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Total 14-14 Pages

2. DBS  
HSR Bangalore

2.   
{ SMT.B.RAMYA}

3.   
{ SMT.B.SOWMYA}

4.   
{ SRI.GUNDAPPA}

5.   
{ SRI.MOHAN}

6.   
{ SMT.REKHA}

FIRST PARTIES/OWNERS

For SMAYA BUILDERS & DEVELOPERS

M/s. SMAYA BUILDERS AND DEVELOPERS

Represented by its Partner

Mr. H.N. Manju

DEVELOPER/ATTORNEY

DRAFTED BY:

LAW PARK ASSOCIATES,  
Advocate, 6th Sector,  
HSR Layout, Bangalore 560102.

BKT 158/19-20

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Document Sheet



₹ 3/-

(U) S.J.P. Doct: No. BKT. 158... 2019-20  
Totaling Total Sheets 7  
Total 1-11 Pages

### ABSOLUTE SALE DEED

THIS ABSOLUTE DEED OF SALE is executed on this the Eight Day of April, Two Thousand Nineteenth (08.04.2019) at Bangalore.

#### BY:

**1. SRI.GOWRISHANKAR**

Aged about 58 years

Son of Sri.Chikkaramaiah alias Chikkaramaiah Reddy

PAN-AEUPS8231B

**2. SRI. CHIRANJEEVI**

Aged about 30 years

Son of Sri. Gowrishankar

PAN-AZOPC4117H

Both are residing at flat No.101,

Property No.532, SaiSiri Apartment,

21<sup>st</sup> Cross, 14<sup>th</sup> Main, 3<sup>rd</sup> Sector,

HSR Layout, Bangalore-560102

Hereinafter referred to as the "**VENDORS**" (which expression shall where the context so admits mean and include their heirs, legal representatives, executors, administrators and assigns, etc.,) of the **ONE PART**.

#### IN FAVOUR OF:

**M/s. SMAYA BUILDERS AND DEVELOPERS**

A registrarPartnership Firm,

Having its office At No. 1891/B,

25<sup>th</sup> A Cross, 19<sup>th</sup> Main,

2<sup>nd</sup> Sector HSR Layout,

Bangalore 560 102

PAN-ADWFS9660H

Represented by its Partner

Mr. H.N. Manju

Aged about 35 years,

Son of Mr. H.R. Nyatha Reddy.

ಗೌರವಂಶಿ

1

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

B.N.G. (U) S.I.P. Doct: No.BK I.158.....2019-20

Consisting Total Sheets.....7.....

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Smaya Builders & Developers Rep by Its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy , ಇವರು 2966290.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ             | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ                                                                         |
|--------------------|-------------|-----------------------------------------------------------------------------------------|
| ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ. | 2703750.00  | DD No 121981 Rs.2703750/- dated 05/Apr/2019 drawn on KARNATAKA BANK LIMITED,HSR LAYOUT. |
| ನಗದು ರೂಪ           | 40.00       | Paid in Cash                                                                            |
| ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ. | 262500.00   | DD No 326275 Rs.262500/- dated 05/Apr/2019 drawn on KARNATAKA BANK LIMITED,HSR LAYOUT.  |
| ಒಟ್ಟು :            | 2966290.00  |                                                                                         |

ಸ್ಥಳ : ಸರ್ಜಾಪುರ

ದಿನಾಂಕ : 08/04/2019

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
ಉಪನೋಂದಣಿ ಇಲಾಖೆ  
ಸರ್ಜಾಪುರ, ಆನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

Designed and Developed by C- DAC ACTS Pune.

ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet

₹ 3/-



S.I.P. Doct: No BK 1.../58...2019

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Hereinafter referred to as the "PURCHASER" (which expression shall unless excluded by or repugnant to the context deem to include its heirs, legal representatives, executors, administrators and assigns, etc.,) of the **OTHER PART**.

**WITNESSETH AS FOLLOWS:**

WHEREAS, the Vendors herein represents that they are the absolute owners and are in peaceful possession and enjoyment of the converted Land in **Survey No.119** measuring 2 acres 1.08guntas (duly converted for non agricultural residential purposes vide an official Memorandum No.ALN(A)(S.H): SR: 206/2011-12 dated 06/02/2013, issued by Deputy Commissioner, Bangalore District, Bangalore), situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore which is more fully and particularly described in the schedule hereunder and hereinafter referred to as the **"SCHEDULE PROPERTY"**.

WHEREAS, the Vendor No.1 acquired the Schedule property under a Gift deed dated 08/09/1999, registered as document No.2767/1999-2000, in Book-1, in the Office of the Sub-Registrar, Anekal, executed by his father Sri. Chikkaramaiah alias Chikkaramaiah Reddy.

AND WHEREAS, the Vendor No.1 along with his son i.e., Vendor No.2 have derived absolute right, title and interest over the schedule property hereby and they are in peaceful possession and enjoyment thereof, exercising all their rights over the said property without any hindrance or interference from any person/s or any quarter.

AND WHEREAS, the Vendors are in urgent need of funds and in order to meet their legal and family necessities have offered to sell Schedule property. After the negotiation the Vendors have agreed to sell and the Purchaser has agreed to purchase the said schedule property which is free from all the encumbrances for a total sale consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only).

ಗೌರಿಶಂಕರ್ ರೆಡ್ಡಿ

2

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



Print Date & Time : 08-04-2019 01:43:31 PM

B.N.G. (U) S.J.P. Doct: No.BK I...158...2019-20

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 158 Consisting Total Sheets.....7.....

Total.....4-11.....Pages

ಸರ್ಜಾಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-04-2019 ರಂದು 12:36:22 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ         | ರೂ. ಪೈ    |
|-------------|--------------|-----------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ | 525000.00 |
| 2           | ಸೇವಾ ಶುಲ್ಕ   | 490.00    |
|             | ಒಟ್ಟು :      | 525490.00 |

ಶ್ರೀ M/s Smaya Builders & Developers Rep by Its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

| ಹೆಸರು                                                                                                  | ಫೋಟೋ | ಹೆಚ್ಚಿಟ್ಟುನ ಗುರುತು | ಸಹಿ |
|--------------------------------------------------------------------------------------------------------|------|--------------------|-----|
| ಶ್ರೀ M/s Smaya Builders & Developers<br>Rep by Its Partner Mr. H.N. Manju S/o Mr.<br>H.R. Nyatha Reddy |      |                    |     |

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                                                 | ಫೋಟೋ | ಹೆಚ್ಚಿಟ್ಟುನ ಗುರುತು | ಸಹಿ |
|-------------|-----------------------------------------------------------------------------------------------------------------------|------|--------------------|-----|
| 1           | M/s Smaya Builders & Developers<br>Rep by Its Partner Mr. H.N. Manju<br>S/o Mr. H.R. Nyatha Reddy .<br>(ಬರೆದುಕೊಂಡವರು) |      |                    |     |
| 2           | Sri.Gowrishankar S/o Sri.<br>Chikkaramalah @ Chikkaramalah<br>Reddy .<br>(ಬರೆದುಕೊಂಡವರು)                               |      |                    |     |

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಇಲಾಖೆ



ನಂ D/S:

(U) S.I.P. Doct: No BK 1/58 2019/20

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**NOW THIS SALE DEED WITNESSES AS FOLLOWS:**

In consideration of Purchaser paying to the Vendors a total sale Consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only) as set out here below, the Vendors do hereby grants, conveys, sells, transfers, assigns and assure unto the use of the Purchaser free from all or any encumbrances all that part and parcel of SCHEDULE PROPERTY morefully described hereunder together with all easements and appurtenances.

The aforesaid consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only) has been paid by the Purchaser to the Vendors in the following manner:

- Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) paid by way of cheque No.289552, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) paid by way of cheque No.289553, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- Rs.50,00,000/- (Rupees Fifty Lakhs Lakhs Only) paid by way of cheque No.289554, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- Rs.50,00,000/- (Rupees Fifty Lakhs Only) paid by way of cheque No.289555, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- Rs.60,00,000/- (Rupees Sixty Lakhs Lakhs Only) paid by way of cheque No.289556, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- Rs.65,00,000/- (Rupees Sixty Five Lakhs Only) paid by way of cheque No.289557, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.

ಗೌರಿಶಂಕರ

Chiranjeevi

3

For SMAYA BUILDERS & DEVELOPERS

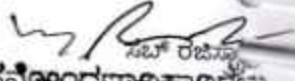
Managing Partner

| ಕ್ರಮ<br>ಸಂಖ್ಯೆ | ಹೆಸರು                                                           | ಫೋಟೋ                                                                              | ಹೆಚ್ಚಿನ ಗುರುತು                                                                     | ಸಹಿ                                                                                 |
|----------------|-----------------------------------------------------------------|-----------------------------------------------------------------------------------|------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 3              | Sri.Chiranjeevi S/o<br>Sri.Gowrishankar .<br><br>(ಬರೆದುಕೊಂಡವರು) |  |  |  |

B.N.G. (U) S.J.P. Doct: No.BK I... 158 2019-20

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 ಉಪನಿರ್ದೇಶಕರಾದಿಗಳ  
 ಸಹಾಯಕ, ಆನೇಕಲ್ ತಾಲ್ಲೂಕು  
 ಬಸವನಗುಡಿ ಮೂಂದಣಿ



(U) S.I.P. Doc: No.BK I..158.....2019/20

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- g. Rs.60,00,000/- (Rupees Sixty Lakhs Only) paid by way of cheque No.289558, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- h. Rs.65,00,000/- (Rupees Sixty Five Lakhs Only) paid by way of cheque No.289559, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- i. Rs.59,75,000/- (Rupees Fifty Nine Lakh Seventy Five Thousand Only) paid by way of cheque No.289560, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- j. Rs.60,00,000/- (Rupees Sixty Lakhs Only) paid by way of cheque No.289561, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- k. Rs.5,25,000/- (Rupees Five Lakh Twenty Five Thousand Only) deducted towards the Tax Deducted at Source (TDS) from the entire sale consideration stipulated in this sale deed due and payable under the provisions of Income Tax Act 1961 and the rules made there under.

In this said manner the Purchaser has discharged the entire consideration in full quitance. The Vendors acknowledges having received the full sale consideration amount of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only), in full satisfaction and final settlement of the consideration and the Vendors hereby sells, transfers all their right, title and interest in the SCHEDULE PROPERTY and set-over the vacant possession of the SCHEDULE PROPERTY to the Purchaser to be held by it as absolute owner from hereon and forever.

**THE VENDORS COVENANTS WITH THE PURCHASER AS FOLLOWS:**

a. That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the SCHEDULE PROPERTY hereby conveyed and receive the income and profits there from, as absolute owner, without any interference or

ಗೌರವಾನ್ವಿತ  
ದಸ್ತಖತೆ

4

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

ಗುರುತಿಸುವವರು R.N.G. (U) S.J.P. Doct: No.BK I.158.....2019-20

Consisting Total Sheets.....7.....

Total.....8-11.....Pages

| ಕ್ರಮ<br>ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ                                                                     | ಸಹಿ    |
|----------------|---------------------------------------------------------------------------------------|--------|
| 1              | Mohan S/o Gundappa<br>No.627, 12th Cross, 27th Main, 1st Sector, HSR Layout Bangalore | Mohan  |
| 2              | Kalyan S/o Munindraiah<br>No.434, 16th Cross, 6th Sector, HSR Layout Bangalore        | Kalyan |

ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್  
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು  
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ SRJ-1-00158-2019-20 ಆಗಿ  
ಸಿ.ಡಿ. ನಂಬರ SRJD334 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 08-04-2019 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ



ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ)

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು

ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,  
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.



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ನಂ D/5:

Consisting Total Sheets.....7

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disturbance by the Vendors or their predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto.

b. That the title of the Vendors to the SCHEDULE PROPERTY hereby conveyed is good, marketable and subsisting and that they have the unobstructed power to convey the same and that there is no legal impediment for this sale under any law, order, decree or contract or any court order.

c. That the Vendors are the absolute owners of the SCHEDULE PROPERTY and that no one else has any right, title, interest or share therein.

d. That the SCHEDULE PROPERTY is not subject to any attachment on account of any arrears of Land Revenue, court, insolvency proceedings, tenancy or acquisition proceedings, income Tax, Wealth Tax, court of competent jurisdiction or any other judicial or quasi judicial appropriate authority, or charges of any kind.

e. The Vendors does hereby covenant that the SCHEDULE PROPERTY or any portion thereof is not affected by any notice or scheme of any statutory authority, for acquisition, confiscation and/or any penal action.

f. That Vendors agree to sign all applications and papers before the appropriate authority to transfer the name of the Purchaser as owner in various records maintained by the local jurisdictional authorities in respect of the Schedule Property.

g. That there is no impediment for the Vendors to acquire or hold or sell the SCHEDULE PROPERTY;

h. That the Vendors have paid all taxes, cesses in respect of the SCHEDULE PROPERTY up to the date of Sale.

i. That the Vendors have delivered the Original documents of title relating to the SCHEDULE PROPERTY to the Purchaser.

j. That the Vendors shall, whenever so required by the Purchaser, do and execute all such acts, deeds and things for morefully and perfectly assuring the title of the Purchaser to the Schedule Property hereby conveyed.

ಗೌರವಾನ್ವಿತ

5

For SMAYA BUILDERS & DEVELOPERS

Managing Partner



no D/S:

J.P. Doct: No.BK I...158...2019-20

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Total...12-11...Pages

k. That the Vendors shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss or liability, cost or claim that may arise against the Purchaser or the SCHEDULE PROPERTY hereby conveyed, by reason of any defect in or want of title on the part of the Vendors or their predecessors-in-title and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the SCHEDULE PROPERTY by the Purchaser. In future if any dispute arises with respect to the SCHEDULE PROPERTY the Vendors shall resolve the same with their own cost.

l. That the SCHEDULE PROPERTY is a private property and does not come under Government property.

m. The registration charges, Stamp duty charges and other miscellaneous charges shall be borne by the Purchaser.

#### SCHEDULE PROPERTY

All that piece and parcel of vacant undeveloped residential land measuring **2 (two) acres 1.08 (one and half) Guntas** being part of residential land measuring 4 Acres 3 Guntas, in **Sy.No.119** (duly converted for non agricultural residential purposes vide an official Memorandum No.ALN(A)(S.H): SR: 206/2011-12 dated 06/02/2013, issued by Deputy Commissioner, Bangalore District, Bangalore), situated at Rayasandra Village, SarjapuraHobli, AnekalTaluk, Bangalore District, presently coming under ShanthipuraPanchayath jurisdiction only.

East by: Portion of same survey No.119, gifted to balappa,  
West by: Property survey No.120,  
North by: Choodasandra boundary,  
South by: Government Road.

ಗೌರವಾನ್ವಿತ

ದಸ್ತಾವೇಜು ಪಾಳೆ  
Document Sheet



₹ 3/-

to D/S:

S.I.P. Doct: No. BK I. 158 2019-20

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IN WITNESS WHEREOF, the Vendors and the Purchaser have affixed their signatures to this Agreement of Sale made on the day, month and the year first above written.

**WITNESSES:**

1. Mohan (MOHAN.G.)

28/05/20

#627, 12th cross  
27th main, H.S.R.

1st sector B'lore-560102

SRI.GOWRISHANKAR

SRI. CHIRANJEEVI

**VENDORS**

For SMAYA BUILDERS & DEVELOPERS

2. Kalyan  
(KALYAN)

No. 434, 16th cross,  
HSR layout  
Bangalore-102

M/s. SMAYA BUILDERS AND DEVELOPERS  
Represented by its Partner  
Mr. H.N. Manju  
**PURCHASER**

**DRAFTED BY:**

LAW PARK ASSOCIATES, Advocate,  
H.S.R. Layout, Bangalore 560102.