



ನೇ ಪ್ರಸ್ತುತದ 11380 /2023-24
ದಸ್ತಾವೇಜಿನ 2



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Mr .M/s. BOLD DEVELOPERS rep by its Managing Partner:Mr.MADHUKAR GADDAM,
S/o Late.Sri.G.Muralidhar, ಇವರು ₹36,45,640.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ
ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	36,45,640.00	Online Challan Reference Number RG1123000004312635 Dated:09/11/2023
Total:	36,45,640.00	

ಸ್ಥಳ :ಹೊಸಕೋಟೆ

ದಿನಾಂಕ: 10/11/2023


ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹೊಸಕೋಟೆ

For BOLD Developers

ನೇ ಪುಸ್ತಕದ 11380/2023-24

ದಸ್ತಾವೇಜಿನ 3



2b. Mr. ABHINAV D ATHREY, aged about 18 years,
S/o. Mr. Dinesh .E,
Aadhaar No.2214 8696 2434

Owner at Sl No.2 to 2b are Residing at #305, Nagarjuna Meadows, Doddaballapura
Main Road, Puttenahalli, Yelahanka, Bangalore, Karnataka-560064.

3. Mr. HARISH .E, aged about 53 years,
S/o. Late.Sri.L.Eshwaramurthy,
Aadhaar No.5251 7791 5879 & PAN No:ABMPE6670P

3a. Mrs. C. LAKSHMI, aged about 42 years,
W/o. Mr. Harish .E,
Aadhaar No.9581 9595 2599

3b. Ms. HARSHITHA HARISH, aged about 19 years,
D/o. Mr. Harish .E,
Adhaar No.6218 4683 8904

Residing at Thimmandahalli, Muthasandra Post,
Bangalore Rural, Karnataka-560087

4. Mr. KRUPESH .E, aged about 49 years,
S/o. Late. Sri. L .Eshwaramurthy,
Aadhaar No.5727 4816 1898 & PAN No:APEPK2103H

4a. Mrs. SHUBHA KRUPESH, aged about 43 years,
W/o. Mr .Krupesh .E,
Aadhaar No.9316 2994 4937

4b. Mr. ACHAL K ATHREYA, aged about 20 years,
S/o. Mr .Krupesh .E,
Adhaar No.9071 5533 8636

1.

[Signature]

2

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3

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4

[Signature]

1a.

[Signature]

2a

[Signature]

3a

[Signature]

4a

[Signature]

1b.

[Signature]

2b

[Signature]

3b

[Signature]

4b

[Signature]

4c

[Signature]

For BOLD Developers

[Signature]
Managing Partner

ಸೇವಾ ಪತ್ರ ಸಂಖ್ಯೆ 11380/2023-24




ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 4

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- HSK-1-11380-2023-24

ಹೊಸಕೋಟೆ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 10/11/2023 ರಂದು 12:02:42 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ


ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	18,22,820.00
2	ಸೇವಾ ಶುಲ್ಕ	1,925.00
	ಒಟ್ಟು	18,24,745.00

Mr .M/s. BOLD DEVELOPERS rep by its Managing Partner:Mr.MADHUKAR GADDAM, S/o Late.Sri.G.Muralidhar, ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Mr .M/s. BOLD DEVELOPERS rep by its Managing Partner:Mr.MADHUKAR GADDAM, S/o, Late.Sri.G.Muralidhar, , 42, Resident of: , ASN SHELTERS PVT LTD, 2nd Floor #4/1, Khatha No. 1161, Pattandur Agrahara Village, KR Puram Hobli., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560066 (Presenter)		 Left Thumb	

ಉಪ ನೋಂದಣಿ ಕಾರಿ
ಹೊಸಕೋಟೆ

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
				

ಉಪ ನೋಂದಣಿ ಕಾರಿ
ಹೊಸಕೋಟೆ

ನೇ ಪುಸ್ತಕದ 11380 /2023-24

ದಸ್ತಾವೇಜಿನ 5 ನೇ ಪುಟ

4c. Kumari. SANIKA K ATHREYA, aged about 15 years,
D/o. Mr. Krupesh .E,
Aadhaar No.3409 7496 2161

Owner at Sl.No.4c being minor represented by their father and natural guardian
the Owner at Sl.No.4

Owner at Sl No.4 to 4c Residing at #92/1, 5th Main, 3rd Block,
Near Manoranjan Cable Video, Thyagarajanagar, Bangalore South,
Bangalore, Karnataka-560028.

Hereinafter referred to as the **OWNERS** (which expression shall wherever the context so requires or admits, mean and include their respective Legal Heirs, Successors, Executors, Administrators, Representatives and Assigns etc.,) of the **FIRST PART.**

AND

M/s. BOLD DEVELOPERS



A Partnership firm
having its office at : ASN SHELTERS PVT LTD, 2nd Floor
#4/1, Khatha No. 1161, Pattandur Agrahara Village,
KR Puram Hobli, Bangalore - 560066

Represented by its Managing Partner:

Mr.MADHUKAR GADDAM, aged about 42 years,
S/o Late.Sri.G.Muralidhar,
Aadhaar No.448896110802

Hereinafter referred to as the **DEVELOPER/BUILDER/PROMOTER** (which expression shall wherever the context so requires or admits, mean and include it's Authorized Representatives, Successors, Executors, Administrators and Assigns etc.) of the **SECOND PART.**

1.  2.  3.  4. 

1a.  2a.  3a.  4a. 

1b.  2b.  3b.  4b. 



















4c. 

For BOLD Developers


Managing Partner

1 ನೇ ಪುಸ್ತಕದ 11380 /2023-24

ದಾಖಲೆ ಸಂಖ್ಯೆ 6 ನೇ ಪುಟ

1	Mr .M/s. BOLD DEVELOPERS rep by its Managing Partner:Mr.MADHUKAR GADDAM, S/o Late.Sri.G.Muralidhar, , , 42, Resident of: , ASN SHELTERS PVT LTD, 2nd Floor #4/1, Khatha No. 1161, Pattandur Agrahara Village, KR Puram Hobli,, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560066 (Claimant)			
2	Mrs .VEENA SHANKAR, W/o Mr. Uma Shankar .S, , 58, Resident of: , Residing at #1543, Paramahansa Road, Kuvempunagar, JT Extension, Mysuru, MYSURU, KARNATAKA - 570023 (Executant)			
3	Mr .UMA SHANKAR .S S/o Mr. S.N. Subramanya, , , 62, Resident of: , Residing at #1543, Paramahansa Road, Kuvempunagar, JT Extension, , Mysuru, MYSURU, KARNATAKA - 570023 (Executant)			
4	Mrs . SUSHMITHA SHANKAR, D/o Mr. Uma Shankar .S, , , 31, Resident of: , Residing at #1543, Paramahansa Road, Kuvempunagar, JT Extension, Mysuru, MYSURU, KARNATAKA - 570023 (Executant)			
5	Mr . DINESH .E S/o Late.Sri.L.Eshwaramurthy,, , 56, Resident of: , Residing at #305, Nagarjuna Meadows, Doddaballapura Main Road, Puttenahalli,, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560064 (Executant)			
6	Mrs .MAMATHA B. S. W/o Mr. Dinesh .E, , , 47, Resident of: , Residing at #305, Nagarjuna Meadows, Doddaballapura Main Road, Puttenahalli, Yelahanka, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560064 (Executant)			

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಹೊಸಕೋಟೆ

ನೇ ಪುಸ್ತಕದ 11380 /2023-24

ದಸ್ತಾವೇಜಿನ 7 ನೇ ಪುಟ







WITNESSES AS FOLLOWS:

WHEREAS, the Owner at SI No.1/**Mrs.VEENA SHANKAR** is the absolute owner of all that piece and parcel of property bearing undeveloped **Converted Survey Number.9/2**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531003, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village, Anugondanahalli Hobli, Hoskote Taluk**, which Property is more fully described in the Item-1 of the schedule hereunder and hereinafter referred to as the **Schedule Property**. And all the revenue records mutated in the name of Owner at SI No.1 vide MR No.T1/2021-22

WHEREAS, the Owner at SI No.2/**Mr.DINESH.E** is the absolute owner of all that piece and parcel of property bearing undeveloped Old Survey Number.9/2, **New Converted Survey Number.9/3**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531004, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village, Anugondanahalli Hobli, Hoskote Taluk**, which Property is more fully described in the Item-2 of the schedule hereunder and hereinafter referred to as the **Schedule Property**. And all the revenue records mutated in the name of Owner at SI No.2 vide MR No.T1/2021-22

WHEREAS, the Owner at SI No.3/**Mr.HARISH.E** is the absolute owner of all that piece and parcel of property bearing undeveloped Old Survey Number.9/2, **New Converted Survey Number.9/4**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531008, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village, Anugondanahalli Hobli, Hoskote Taluk**, which Property is more fully described in the Item-3 of the schedule hereunder and hereinafter referred to as the **Schedule Property**. And all the revenue records mutated in the name of Owner at SI No.3 vide MR No.T1/2021-22

1.  2.  3.  4. 

1a.  2a.  3a.  4a. 



















1b.  2b.  3b.  4b. 

4c. 

For BOLD Developers


Managing Partner

ದಸ್ತಾವೇಜಿನ 8 ನೇ ಪುಟ

7	Mr .ABHINAV D ATHREY, S/o Mr. Dinesh .E, , , 18, Resident of: , Residing at #305, Nagarjuna Meadows, Doddaballapura Main Road, Puttenahalli, Yelahanka, Bengaluru North, BENGALURU URBAN, KARNATAKA - 560064 (Executant)		 Left Thumb	
8	Mr .HARISH .E, S/o Late.Sri.L.Eshwaramurthy, , , 53, Resident of: , Thimmandahalli, Muthasandra Post, , Hosakote, BENGALURU RURAL, KARNATAKA - 560087 (Executant)		 Left Thumb	
9	Mrs .C. LAKSHMI, W/o Mr. Harish .E, , , 42, Resident of: , Thimmandahalli, Muthasandra Post, , Hosakote, BENGALURU RURAL, KARNATAKA - 560087 (Executant)		 Left Thumb	
10	Kumari . HARSHITHA HARISH, D/o Mr. Harish .E, , , 19, Resident of: , Thimmandahalli, Muthasandra Post, , Hosakote, BENGALURU RURAL, KARNATAKA - 560087 (Executant)		 Left Thumb	
11	Mr . KRUPESH .E, S/o Late. Sri. L .Eshwaramurthy, , , 49, Resident of: , Residing at #92/1, 5th Main, 3rd Block, Near Manoranjana Cable Video, Thyagarajanagar, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560028 (Executant)		 Left Thumb	
12	Mr . ACHAL K ATHREYA, S/o Mr.Krupesh .E, , , 20, Resident of: , Residing at #92/1, 5th Main, 3rd Block, Near Manoranjana Cable Video, Thyagarajanagar, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560028 (Executant)		 Left Thumb	

ಉಪ ನಿರ್ದೇಶಕರಾದ
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ನೇ ಪುಸ್ತಕದ 11380 /2023-24



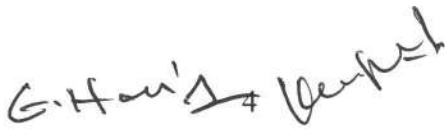









ದಸ್ತಾವೇಜಿನ 9 ನೇ ಪುಟ

WHEREAS, the Owner at Sl No.4/Mr.KRUPESH.E is the absolute owner of all that piece and parcel of property bearing undeveloped Old Survey Number 9/2, **New Converted Survey Number.9/5**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531005, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village**, Anugondanahalli Hobli, Hoskote Taluk, which Property is more fully described in the Item-4 of the schedule hereunder and hereinafter referred to as the **Schedule Property**. And all the revenue records mutated in the name of Owner at Sl No.4 vide MR No.T1/2021-22

WHEREAS all the above said Item-1 to 4 Properties are situated adjacent to each other at **Thimmandahalli Village**, Anugondanahalli Hobli, Hoskote Taluk, totally measuring **2 Acre 16 Guntas Plus 4 Guntas Karab Land** in undeveloped **Converted Survey Numbers.9/2, 9/3, 9/4 and 9/5** and all the family members of Owner at Sl.Nos.1, 2, 3 and 4 have been arrayed as owners as an abundant precaution by the Promoter/ Builder/s.

WHEREAS, the members of First Party herein having acquired the Schedule Property in the manner referred to above are thus fully seized and possessed of their respective parcels of lands constituting the whole of the schedule property with power and authority to sell develop or otherwise dispose of the same in favour of any person of their choice

WHEREAS, since the owners found it uneconomical to retain the property in the existing condition, the owners herein being desirous of improving the land measuring **2 Acre 16 Guntas Plus 4 Guntas Karab Land** in undeveloped **Converted Survey Numbers.9/2, 9/3, 9/4 and 9/5** of Thimmandahalli Village, Anugondanahalli Hobli, Hoskote Taluk, for better capital appreciation, having negotiated with the party of the second part a builder/promoter by profession and has been developing various property in around Bangalore,







1.  2.  3. 
1a.  2a.  3a.  4a. 
1b.  2b.  3b.  4b. 
4c. 

For BOLD Developers

Managing Partner



ಸೇವಾ ಸಂಖ್ಯೆ 11380/2023-24

ದಾಖಲೆ ಸಂಖ್ಯೆ 10

13	Kumari .SANIKA K ATHREYA, being minor represented by their father and natural guardian KRUPESH .E, S/o Late. Sri. L .Eshwaramurthy,, , 49, Resident of: , Residing at #92/1, 5th Main, 3rd Block, Near Manoranjana Cable Video, Thyagarajanagar, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560028 (Executant)		 Left Thumb	
14	Mrs .SHUBHA KRUPESH, W/o Mr .Krupesh .E, , , 43, Resident of: , Residing at #92/1, 5th Main, 3rd Block, Near Manoranjana Cable Video, Thyagarajanagar,, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560028 (Executant)		 Left Thumb	

ಉಪನಿರ್ದೇಶಕರು
ಹೊಸಕೋಟೆ
ಹೊಸಕೋಟೆ

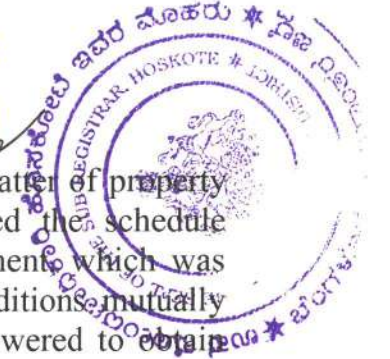
ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	Sagar S/o Ankoo Gowda (Identifier)	,Flat No.G-1, Sai Smaran Apartment, 1st Main Road, Pai layout,, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560016	
2	Harish S/o CT Gowda (Identifier)	,Flat No.G-1, Sai Smaran Apartment, 1st Main Road, Pai layout,, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560016	

ಉಪನಿರ್ದೇಶಕರು
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ಹೊಸಕೋಟೆ

I ನೇ ಪುಸ್ತಕದ 11380 /2023-24

ದಸ್ತಾವೇಜಿನ 11 ನೇ ಪುಟ



who is having necessary experience and good reputation in the matter of property development, in terms of the understanding arrived at, offered the schedule property for development by construction of a residential apartments which was agreed to by the party of the second part on the terms and conditions mutually agreed to between the parties, whereby the second party is empowered to obtain necessary clearances and permissions to the property.

A. THE OWNERS DO HEREBY REPRESENT AND WARRANT AS UNDER:

- i. that the owners are the absolute owners of the Schedule Property and their title to the Schedule Property is good and marketable and they 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/its assigns, nominees, on account of any defect in or want of title on the part of the Owners;
- ii. that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges or mortgages or lien of any kind;
- iii. That the members of First Party have paid taxes, cesses, and other required statutory charges with regard to the schedule property to the concerned authorities upto date of execution of this agreement
- iv. That the schedule property is not a land in respect of which there is a prohibition regarding sale and/or development and there is no bar or prohibition to acquire, hold or to develop or sell schedule property.
- v. That Owners have not entered into any agreement/s for Sale/transfer/development of the Schedule Property with anyone else or any part of thereof save and except this agreement, which is only existing, valid and subsisting agreement and all other agreements, if any, has been duly revoked/ rescinded;

1. 2. 3. 4.

1a. 2a. 3a. 4a.

1b. 2b. 3b. 4b.

4c.

For BOLD Developers

Managing Partner

1 ನೇ ಪುಸ್ತಕದ 11380 /2023-2-1
 ದಸ್ತಾವೇಜಿನ 12 ನೇ ಪುಟ



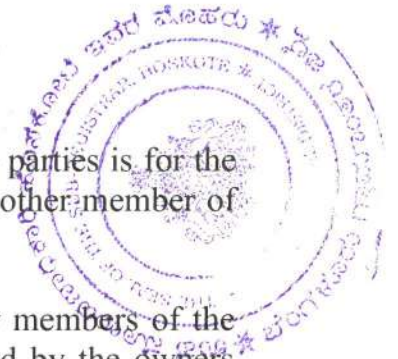
1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ನಂಬರ್ HSK-1-11380-2023-24 ಆಗಿ

ದಿನಾಂಕ 10/11/2023 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯುನ್ಮಾನ
 ಮಾದರಿಯಲ್ಲಿ

ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.

ಉಪನಿರ್ದೇಶಕರು
 ಹೊಸಕೋಟೆ



- vi. That the agreement for development arrived at between the parties is for the benefit of the family members of the Owners and that the other member of the family have also consented to this Agreement;
- vii. In the event of any claim put forward either by the family members of the owners or any other third parties, the same shall be solved by the owners herein at their cost.
- viii. The Owners or any one on their behalf has or have not created any adverse right in respect of the Schedule Property or any part or portion thereof
- ix. That the OWNERS are in possession of the Schedule Property and the same is free from any encroachment and third party claims and the OWNERS are capable of delivering peaceful possession to the transferees hereinafter.
- x. That the Schedule Property is not the subject matter of any litigation or proceedings and the same is not attached or sold or sought to be sold in whole or in portions under orders of any Court or other Civil or Revenue or other proceedings and is not the subject matter of any attachment by the courts or in possession or custody of any Receiver, Judicial or Revenue Court or any officer thereof.
- xi. That the Second Party can issue Paper Publication in respect of the Schedule Property at the cost and expenses of the Developer and if there were any third party claims the First Party shall at their own cost and risk clear the same. If the First Party could not clear the same within three months from the date of such claims the Developer at their option clear the third party claims out of Owner's share of super built up area.
- xii. The Owners shall at their cost and consequence ensure always that the representations made hereinabove remain to be subsisting and true and cure any defect in the title



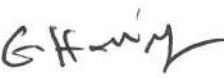

1. 2. 3. 4.
1a. 2a. 3a. 4a.
1b. 2b. 3b. 4b.
4c.





For BOLD Developers





Managing Partner




- xiii. That no notice from government or any other local body or authority or under the land acquisition act or any other act (central or state) otherwise or under any other legislative enactment, government ordinance or order or notification (including any notice for acquisition or requisition of the schedule property) have been received by the members of first party to acquire whole or portions of the schedule property
- xiv. That the Owners covenant with the Developer that they will at any time in the future and whenever called for by the Developer make themselves available to affix their signatures to any documents, deeds, supplemental agreements, Application, Form, Affidavit, undertaking, letter or paper do and execute all such acts, deeds and things that may be found necessary in future to effectively assuring the title of the schedule property.
- xv. The Parties have agreed that in the event of any third party claims the time taken to clear resulting in stoppage of construction will be added to the period of construction. that in the event of second party being prevented by persons claiming title superior to that of the members of the first party and for any other reason not attributable to the second party and on the members of the falling to cure such defects in title within one month from the date of such claims being brought to the notice of the first party in writing the second party shall be at liberty to cure such defects on behalf of and at the cost and expense of the members of the first party. The second party shall be entitled to extension of proportionate time for compliance of its obligations including the completion of the development and construction
- xvi. Though the members of the first party own portions of the schedule property they together own the entire ownership in the schedule property and they have jointly entrusted the schedule property to the second party for the development and sale for their benefit and any breach committed by anyone member of the first party will affect the project and development of the schedule property which will consequently expose the second party to third party claims.

1.  2.  3.  4. 

1a.  2a.  3a.  4a. 

1b.  2b.  3b.  4b. 

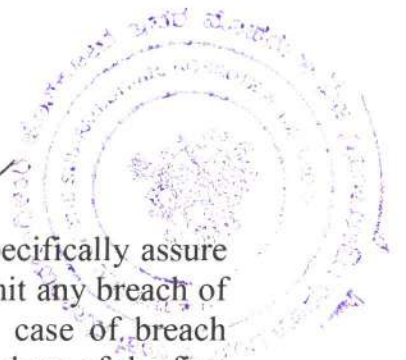
4c. 

For BOLD

Managing Partner

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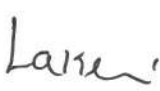






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Risk and losses and hence the members of the First Part specifically assure and covenant with the second party, that they will not commit any breach of the terms of this agreements to be executed hereafter. In case of breach committed by any one member of the first party all the members of the first party will be held responsible to the second party and will be liable for all the losses and consequences. Any differences among-st shall be members of the first party shall not result in stoppage of construction and differences shall be resolved among-st the members of the first party.

B. THE DEVELOPER DO HEREBY REPRESENT AND WARRANT AS UNDER:

- i. that the Developer is a reputed Developer and Builder and has the necessary experience, infrastructure, efficiency, capability, resources and expertise as a developer and has undertaken number of projects;
- ii. that the developer would secure at its own cost all requisite clearances, permissions, sanctions etc, from the concerned authorities, required for construction and development of the schedule property in to residential apartment and comply with the terms and conditions of plans and sanctions and all the laws and regulations at all times;
- iii. That there are no legal or other restrictions, which may interfere with the performance of its obligations;
- iv. It has authority to enter into and perform its obligations under this agreement and its execution, delivery and performance of this agreement;
- v. It shall undertake the construction and development of the Project as per the required permits and/or Approvals and plan sanctions and provisions of this agreement

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For BOLD Developers


Managing Partner

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- vi. It shall comply with all Applicable Laws and regulations from time to time in force, in respect of construction of the project and pay all statutory Payments during the course of construction without any default; and





C. The Owners and the Developer have agreed to reduce into writing the terms and conditions of this agreement.





ACCORDINGLY, NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:


1. DEFINITIONS

- 1.1** "ACT"/"RERA" shall mean Real Estate (Regulation and Development) Act 2016 and Karnataka Real Estate (Regulation and Development) Rules, 2017, as applicable.
- 1.2** "AGREEMENT" shall mean this Joint Development Agreement including the recitals above, the schedule hereto, as amended from time to time
- 1.3** "ALLOTTEE" shall mean the person/s to whom a flat has been allotted, sold, leased or otherwise transferred by the Developer/Owners in the project and includes the person who subsequently acquires the flat/Residential Apartment through sale, transfer or otherwise
- 1.4** "FLAT" shall mean each flat developed/constructed in the individual flats on the schedule property intended to be sold independently to the Allottee

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- 1.5 “APPLICABLE LAW”** shall mean all laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any other statutory authority in India, whether in existence on the Effective Date or thereafter;
- 1.6 “APPROVALS”** shall mean and refer to all such permissions, permits, sanctions, exemptions, licenses, no objection certificates from relevant authorities and approvals as may be required for the Project including but not limited to Project Approvals, approvals from Town and Country Planning authority, Central / State Pollution Control Board, consent to establish and operate, approval from electrical for construction and development of the Project and shall include all approvals relating to or pursuant to sanction of building plans, commencement certificates, issued by concerned statutory & Governmental Authority and such other concerned authorities as may be required under law for the construction.
- 1.7 “ASSOCIATION OF ALLOTTEES”** shall mean the same, to be formed by the Landowner, Developer the allottees of the flats for the purpose of holding and maintenance of the common areas, the common amenities and facilities of the project
- 1.8 “ARCHITECT/s”** shall mean an individual, group of persons, firm, LLP or company appointed by the Owner and the Developer for planning, designing and carrying out supervisory activities in respect of the Project and any other Architect/s appointed by the Developer in due course.
- 1.9 “CONSTRUCTION PLAN”** shall mean the certificate or the building permit or the construction permit, by whatever name called issued by the local authority to allow or permit the developer to begin the development works on the schedule property, as per the approvals obtained

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 1a. 2a. Mamatha B's. 3a. Laker. 4a. Shubhal.
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For BOLD Developers

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1.10 “COMMENCEMENT CERTIFICATE” shall mean the commencement certificate or the building permit or the construction permit, by whatever name called issued by the competent authority to allow or permit the Developer to begin development works on an immovable property, as per the sanctioned plan.







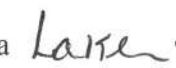




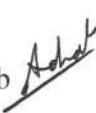

1.11 “COMPLETION OF THE PROJECT” shall mean the completion of all the works of the Project and development of the schedule property pursuant to the approvals by the local authority

1.12 “COMMON AREAS” shall mean and include all such areas of the built-up areas which are available for common enjoyment of the eventual buyers/occupants of the apartments etc., such as lobbies, staircase, lift room, ducts, open balconies, sanitary ducts, electrical ducts, generators, machine room, water tanks and all other areas of common use etc., but excludes car parking areas and terrace areas.

1.13 “FAR/FSI” shall mean the floor area ratio as defined in the Master Plan issued by the Panchayath or BDA or BBMP Whichever is applicable

1.14 “DEVELOPER’S CONSTRUCTED AREA” shall mean and include 63% of the saleable super built up areas in the proposed building to the built in the development of schedule property and the proportionate car parking areas and common areas. Similarly Owner’s constructed areas means the balance 37% of the saleable super-built up area and the proportionate car parking areas and common areas.

1.15 “CONSULTANTS” shall mean the architect, engineer chartered accountant and any other expert appointed by the developer for the project and/or retained or who may be appointed or retained by the developer for and in relation to the project

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1.16 “CARPET AREA” shall mean the net usable floor area of an apartment as defined under Section 2(k) of the Real Estate Regulation and Development Act 2016.

1.17 “GOVERNMENT AUTHORITY” shall mean any government authority, statutory authority, government department, agency, commission, board, tribunal or court or any other law, rule or regulation making entity having or purporting to have jurisdiction on behalf of the Republic of India or any state or other subdivision thereof or any municipality, district or other subdivision thereof, including any municipal/ local authority having jurisdiction over any matter pertaining to the construction and development of the Project;

1.18 “PROJECT” shall mean the development of the Schedule Property by the construction and development of residential apartments of different dimensions with common areas, amenities and facilities attached thereto including the provision for car parking.

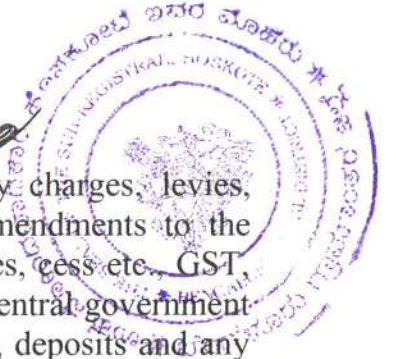
1.19 “PROJECT APPROVAL” shall mean all the necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of the project to be obtained /obtained from the various Statutory Authorities and Government Agencies.

1.20 “SCHEDULE PROPERTY” shall mean the land measuring **2 Acre 16 Guntas** Plus 4 Guntas Karab Land in **Converted Survey Numbers.9/2, 9/3, 9/4 and 9/5** of Thimmandahalli Village, Anugondanahalli Hobli, Hoskote Taluk and mentioned in the schedule hereunder on which the project is being developed by the developer

1. 2. 3. 4.
1a. 2a. Mamatha B.S. 3a. Lakshmi 4a.
1b. 2b. 3b. 4b.
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For BOLD Developers

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1.21 “STATUTORY PAYMENTS” shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc. GST, which may be imposed by the authorities – state and central government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards electricity and water connections and stamp duty, registration and any statutory payments/fees/penalties, cost towards the additional works modification charges etc.,





2. INTERPRETATION:


Unless the context otherwise requires in this agreement

- a. In this agreement, any reference to any statute or statutory provision shall include all the current status either state of central, their amendment, modification, re-enactment or consolidation
- b. Any reference to the singular shall include the plural and vice-versa;
- c. Any references to the masculine, the feminine and the neuter shall include the other genders;
- d. Headings to Clauses, parts and paragraphs of Schedules and Schedules are for convenience only and do not affect the interpretation of this Deed;
- e. The words “include”, “including” and “in particular” shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;
- f. All the recitals to this Deed shall form an integral and operative part of this Deed as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
- g. Where a wider construction is possible, the words “other” and “otherwise” shall not be construed ejusdem generis with any foregoing words;

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For BOLD Developers

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h. References to a person (or to a word importing a person) shall be construed so as to include:

- (a) individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal personality);
- (b) references to a person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives;

3. TITLE:

- 3.1. The OWNERS represent that their title to the Schedule Property is good, marketable and subsisting and that they are the absolute OWNERS with full right, title and interest in the Schedule Property, free from all encumbrances, charges, liens, lis, and claims whatsoever.
- 3.2. The OWNERS shall as and when called upon by the DEVELOPER provide copy of necessary deeds and documents in order to convey absolute right, title and interest of the Developers share in the Schedule Property to the DEVELOPER or purchasers of the development.
- 3.3. The OWNERS shall at their cost and consequence ensure always that the representations made hereinabove remain to be subsisting and true and cure any defect in the title.
- 3.4. 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/its assigns, nominees, for any act of omission or commission of Owners or on account of any defect in or want of title on the part of the Owners.

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2.

1a.

2a. Mamatha B.S. 3a. Lakshmi 4a. Shubhalekha

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For BOLD Developers

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- 3.5. That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Owners and Promoter/Developer under this Agreement, the Owners and Promoter hereby agree to develop the Schedule Property by constructing and putting up multi-storied residential complex, subject to the terms and conditions herein contained;
- 3.6. The Developer is hereby empowered to develop the Schedule Property into Multistoried Apartment Building in terms of this Agreement and in conformity with all the laws including RERA (Real Estate Regulatory Act).

4. PERMISSION FOR DEVELOPMENT:

- 4.1. The Owners are in possession and enjoyment of the Schedule Property. The Owners hereby irrevocably authorize the Promoter/Developers for the purpose of development, to enter upon the Schedule Property and develop the same and this day have handed over the vacant peaceful possession of the Schedule Property to the Builder for development, however the authority so granted does not in any manner be construed as delivery of possession by the Owners in part performance of this agreement or any Agreement of sale under section 53-A of the Transfer of property Act or under Section 2(47) (iv) of the Income Tax Act, 1961.
- 4.2. In case of any dispute between the parties, the OWNERS shall not be entitled to interfere or restrain or obstruct the DEVELOPER from undertaking the construction or development therein and all the obligations/covenants undertaken herein shall be in full force, unless otherwise the DEVELOPER is restrained by a Court of competent Jurisdiction to continue the construction. The OWNERS shall not revoke the permission and authorization given herein to the DEVELOPER to enter the Schedule Property and develop the same until the completion of the entire project, as the DEVELOPER will be incurring expenditure for construction

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For BOLD Developers

Managing Partner





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- 4.3. The Owners hereby agrees not to interfere or interrupt in the course of construction and development of the Schedule Property and/or commit any act or omission having the effect of delaying or stopping the work that has to be done under this Agreement. However, the Owners shall always be entitled to inspect the progress of the work and type of work, which is being done on the Schedule property, the owners have liberty to discuss the material to be used and which should be as per specifications as agreed between parties.
- 4.4. In consideration of mutual obligations undertaken the DEVELOPER shall develop the Schedule Property by constructing a multi storied Residential Apartment building at its cost in accordance with the plan of development along with common amenities, facilities, lobbies, lift, stair case, passages, compound wall, car parking, electrical/water/sewerage lines along with pipes, which are to be provided for the Residential Apartment Building in compliance with statutory requirement. The Plan, elevations, amenities will be as mutually consented between the OWNER and the DEVELOPER.
- 4.5. 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.


5. AMALGAMATION OF KHATHAS

- 5.1. That for the purpose of the integrated development the members of the First Party have no objection for the second party to get the Khathas of the schedule property amalgamated at the cost of the second party and secure one single khatha for the entire schedule property to secure sanction of one license and plan. The second party is fully authorized in respect there to. The particulars of the amalgamation shall be described in the allocation agreement

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- 5.2. The Members of First Party agree that they shall have no right of whatsoever to surrender or seek cancellation of approvals/sanctions and/or seek alterations/modifications to the approvals under any circumstances except any variations thereof as consented.
- 5.3. That for the purpose of securing the approvals of the proposed development, if the plan sanctioning authorities were to required surrendering portions of the schedule property for the purpose of the road widening and open spaces as a condition for grant of such approvals the second party is entitled to surrender such areas based upon the power of attorney executed this day in its favor. The members of the first party consent for the same.


6. PLANS/LICENSES

- 6.1. The Developer shall be responsible for obtaining necessary sanctions, building licenses and No-objection certificates from various statutory authorities at its cost.
- 6.2. The Owners shall sign and execute all necessary applications/papers/documents as may be required to enable the DEVELOPER to obtain necessary sanctions, building licenses and No-objection certificates from various statutory authorities and further the OWNERS shall execute a Power of Attorney along with this Joint Development Agreement authorising them to do the above on their behalf.
- 6.3. The DEVELOPER shall obtain a sanction plan from the concerned authority for the construction of a Residential Apartment Building on the SCHEDULE PROPERTY.
- 6.4. The DEVELOPER shall be entitled to modify the Plan already submitted or submit fresh plan, from time to time as decided by the DEVELOPER with prior intimation to the owners, without materially affecting the ratio of sharing accruing to the OWNERS as provided herein.

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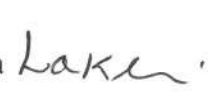

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- 6.5. The Developer shall plan and execute the project in such a manner that the permissible maximum FAR/TDR is utilized fully, including the FAR/TDR permitted by road widening out of schedule property, as per the Building Zonal Regulations while arriving at the building development plan
- 6.6. The First Party shall execute a Irrevocable General Power of Attorney to enable the second party to secure plans, licenses and other permissions and for purposes connected with the development in addition thereto the members of first party shall sign and execute such other documents, papers and other agreements applications that may be required by the second party for securing permission and license and effectively developing the schedule property however the cost thereof shall be met and borne by second party. The parties shall co-operate with each other for completion and mutual success of the development of the schedule property.


7. CONSTRUCTION:

- 7.1. The Promoter/Developer shall construct in the Schedule Property multi-storied residential complex, based on the working diagrams and sketches to be concurred by the parties hereto, with internal and external services, amenities, facilities including compound walls, lobbies, staircases and passages etc., The construction shall be in accordance with the specifications agreed by the parties or equivalents thereto.
- 7.2. The Promoter/Developer will be entitled to engage Architects, Engineers, Contractors and others, as they deem fit to execute the construction work; however in case of disputes between the Promoter/Developer and their contractors, architects, engineers and other workmen, suppliers of materials and other persons who are engaged by the Promoter/Developers in the development of the Schedule property, the same shall be settled by the Promoter/Developer, and the Owners shall have no liability of any nature whatsoever nor will the Owners be deemed to be the principal contractor;

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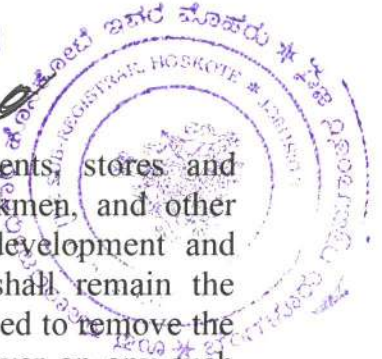
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- 7.3. All items of plants and machinery, tools and implements, stores and materials the second party and/or their contractors, workmen, and other agencies may bring to the schedule property for the development and construction of the building in the schedule property shall remain the exclusive property of second party at all times and/or entitled to remove the same. The first party shall have no claim or lien whatsoever on any such items of plant and machinery, tools and implements, stores and materials at any time.

8. COST OF CONSTRUCTION

- 8.1) The entire cost of construction, including Architects fee and charges/fee if any, to be paid for Licence etc., payments for the temporary connection of water and electricity during construction and development of the Schedule Property, shall be borne by the Promoter/Developer.

9. SHARING OF BUILT AREA:

- 9.1. In consideration of the OWNERS agreeing to transfer by conveying 63% (Sixty Three percent) of the share in the right, title and interest of the land in the Schedule Property in favour of the DEVELOPER herein or their nominees/ assigns/purchasers, the DEVELOPER shall at its own cost shall construct and deliver to the OWNERS 37% (Thirty Seven percent) of the total super built up area in the residential apartment building to be constructed on the Schedule Property which includes proportionate private terrace, private garden, common area, and amenities and Car Parking area. (Hereinafter referred to as the “**Owners Constructed Area**”)

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1a. 2a. Mamatha B'S' 3a. 4a.
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- 9.2. In consideration of the obligations to be performed by the Developer as per clause 5.1 above, the OWNERS shall transfer and convey to the DEVELOPER and/or its nominees or assigns 63% (Sixty Three percent) of the share in the right, title and interest of the land in the Schedule Property and they shall be entitled to retain as absolute owners thereof 63% of the total super built up area in the residential apartment building to be constructed on the Schedule Property which includes proportionate private terrace, private garden, common area, and amenities (hereinafter referred to as the “**Developers Constructed Area**”). The DEVELOPER shall have the right to seek conveyance of the 63% (Sixty Three Percent) share, right, title and interest in the land of the Schedule Property in favour of the DEVELOPER or its nominees/assigns or prospective purchasers.
- 9.3. In consideration of the Promoter agreeing to deliver the Owners constructed Area as per Para 5.1 above, the owners hereby agrees to transfer/convey to the promoter or their nominees, an undivided 63% share in the Schedule property, either in one lot or in several shares;
- 9.4. The Owners constructed Area shall be the absolute Property of the Owners and they shall be entitled to sell, mortgage, gift, lease or otherwise dispose of the same or any part thereof, along with their undivided 37% share in the land along with proportionate car parking area and they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.

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For BOLD Developers

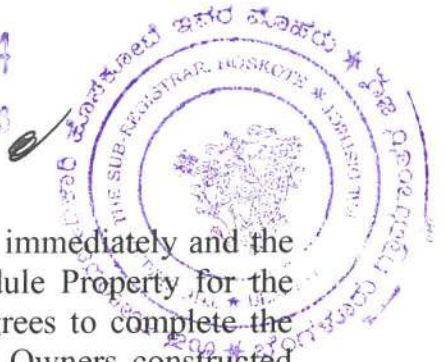
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10. ALLOCATION AGREEMENT:

- 10.1. The second party shall intimate in writing to the members of First Party as to receipt of sanction plan and furnish a copy of the sanction plan obtained to the members of the First Party within 15 days of such sanction. The members of First Party and second Party within one month of such delivery of plan and licenses, shall decide and agree upon respective super built up areas comprised in the building developers in the schedule property by mutual discussion and reduce the same into the writing in the form of the allocation Agreement. It is agreed that at the time of deciding allotment of built-up areas and entering into allocation agreement the members of First Party and Second Party shall give due account to both advantage/disadvantages in proportion to their respective shares on equitable basis
- 10.2. Notwithstanding the above, the parties acknowledge that it may not be possible to divide the built up areas in the buildings. To enable the parties to be allotted exactly their entitlement of super built up areas in the form of apartments and hence the members of the first party shall be entitled to such number of apartments whose super-built area will be closest to such percentage of super built up areas agreed to be allotted in the schedule property. If the total area contained in the apartments allotted to the members of the first party falls short of their entitlement of the super built up areas, the second Party shall pay the price thereto the members of the first party for the deficit area at the rate of Rs.6000/- per sq.ft. The payment of such area if any shall be paid on delivery of owner's construction Area in such building

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4c.	<p>For BOLD Developers</p> <p>Managing Partner</p>		



11. DELIVERY:

11.1. The Promoter/Developers shall commence construction immediately and the Owners shall hand over the vacant possession of the Schedule Property for the purpose of construction. The Promoter/Developer hereby agrees to complete the construction in all respects the Apartment Building and the Owners constructed Area within **30 months** time from the date of plan approval and commencement letter and with an extension of grace period of three months. However, the Promoter shall not incur any liability for any delay in delivery of the Possession of the Owner's Constructed Area, by Government Restrictions and/or by reason of Civil Commotion, any act of God or due to any Injunction or Prohibitory order (not attributable to any action of the Promoter) or conditions of force majeure. In any of the aforesaid events, which are beyond the control of the Promoter, the promoter shall be entitled to corresponding extension of time, for delivery of the said Owner's constructed area

11.2) In case of delay on account of the Developer's default, beyond the agreed completion period, A penalty of Rs.15,000/- for 2 BHK Flat, Rs.20,000/- for 2.5 BHK Flat and Rs.25,000/- for 3 BHK Flat per month for each flat for the Owner's share shall be paid by the Developer to the Owners for the period of delay.

12. INDEMNITY:

12.1. The Owners 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 encumbrance, attachment, Court or taxation or acquisition proceedings or charges of any kind. The Owners shall keep the Promoter fully indemnified and harmless, against any loss or liability, cost or claim, action or proceedings that may arise against the Promoter on account of any defect in or want of title on the part of the Owners or on account of any delay caused at the instance of the Owners;

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1a. S. Keesarappa 2a. Mamatha B.S. 3a. Lake 4a. Shubba
1b. Sushantha 2b. 3b. 4b. Ashal
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For BOLD Developers

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If any objection is received by any third parties/public in general, or anybody claiming through the owner/s or anybody asserting right over the Schedule Property causing delay in the project shall be resolved by the owner/s at his/their cost.


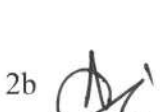
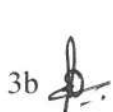

- 12.2. The Promoter shall keep the Owners fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the Owners in the Schedule property and the Building to be constructed thereon by reasons of any failure on the part of the Promoter to discharge their liabilities/obligations to the labour employed by them or any claims of the labour contractors or on account of any act of omission or commission in using the Schedule Property or putting up the construction.
- 12.3. If there were any third party claims during the course of construction or after the construction of the apartment building in that event at the option of the Developer the Developer's can sell Owner's share of super built up area and clear such claims and Owners are bound by such sale and agree for the same.


13) TRANSFER OF PROMOTER/DEVELOPERS SHARE:


- 13.1. The Owners shall convey/transfer Promoter's proportionate share in the land comprised in the Schedule property to the promoter or persons nominated by the promoter in terms of this agreement;
- 13.2. After the commencement of construction and execution of the Agreement for allocation of the Owners Constructed Area in terms of Clause 5 mentioned above, the Promoter/Developers will be entitled to enter into Agreements for sale of undivided shares in the Schedule Property to an extent of their proportionate share, with persons intending to own units and enter into Construction Agreement with such intending Unit Holders entirely at the risk as to cost and consequences of the Promoter/Developers;

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For BOLD Developers

Managing Partner

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- 13.3. The stamp duty, registration charges and expenses in connection with the preparation and execution of the Deed/s of conveyance and/or other documents relating to the promoter's share in the land rights in the schedule Property agreed to be conveyed to the Promoter/Developers or Promoter's nominee/s shall be borne by the Promoter/Developers or their nominee/s;





14. OTHER MATTERS:





- 14.1. It is covenanted between the parties that any disputes or differences arising between the Promoter/Developers and Purchaser of Units in the promoter's share in the Schedule Property agreed to be conveyed to the Promoter/Developers, shall be resolved between them only and all responsibility, consequential claims, damages, if any, shall exclusively be borne by the Promoter/Developers;



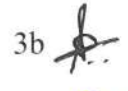

- 14.1. It has been agreed that during the period of construction, if there be any accident or untoward incident etc., the responsibility for the same shall be that of the Promoter/Developers and damages, claims, if any, arising out of such happening shall be on account of the Promoter/Developers only;


15. TAXES, MAINTENANCE. DEPOSITS ETC.,


- 15.1. Upto date taxes, Fees, Fines, levies, payable to the concerned authority/s, in respect of the Schedule Property shall be borne by the Owners.
- 15.2. The Parties shall bear and pay the statutory payments payable to Bangalore Water Supply and Sewerage Board as may be applicable to their respective share in the Project.

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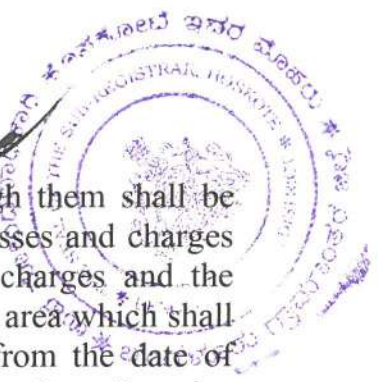
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For BOLD Developers

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- 15.3. The Owners and the Promoter or anyone claiming through them shall be liable to bear and pay the proportionate taxes, rates and cesses and charges for electricity Corpus fund, other services, maintenance charges and the outgoings payable in respect of their respective constructed area which shall be over and above the maintenance deposit to be paid, from the date of delivery of possession or on the expiry of one month from the date of service of a written notice telegraphically and by registered post (acknowledgement due), by Promoter to the Owners informing that the Owner's Constructed Area is ready for delivery and occupation;
- 15.4. It is specifically agreed between the owner and the developer that all the charges, fees, security deposits, etc., towards obtaining water supply connection, sewerage lines and electricity supply connection in respect of project shall be shared between the owner and the developer in the ratio 37%:63% however, the developer shall be responsible for obtaining such approvals, certificates, permissions and sanctions from the concerned authority for the project, Further, such expenses incurred by the owner and developer may be recovered on a proportionate basis from prospective purchaser/s of the units and/or from the owner in respect of unsold units comprised in the owner's share of the Total Saleable Area, at the time of handing over possession of such units
- 15.5. It has been specifically agreed by the parties herein that, The Owners shall pay the GST on their share of sold or unsold flats through builder/DEVELOPER, as per the Invoice raised by the builder/DEVELOPER. And the Owners share of flats GST, Income Tax/Capital Gain & Other taxes, and liability is fully with Owners only and there is no liability for Builder on Owner's share of flats. And whereas the owners herein agreed that they shall not to be sell their share of Flats before payment of their share of GST. It is also mutually agreed that the builder/developer will hand over the flats after clearing the GST liability. It is also mutually agreed that any changes in the rules of GST department in future will be obeyed and followed by both Owners and Developers.

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For BOLD Developers

Managing Partner

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15.6. The Owners and/or any one claiming through or under the Owners and the Promoter or anyone claiming through or under the Promoter, shall from the date of delivery of possession of Owner's Constructed Area, maintain their respective portions, in tenantable repair and shall not do or suffer to be done anything in or to the said Premises, and/or common areas and passages of the Building which may be against law or which will cause obstruction or interference to the users of such common areas. The owners and/or his/her/their transferee/s in regard to Owner's constructed Area and the Promoter and their nominees in respect of Promoter's share of constructed area, shall become members of a Association/condominium to be formed by all the Unit Holders for the purpose of attending to maintenance, and safety of the Building on all matters of common interest and shall observe and perform the terms/conditions/Bye-laws/Rules/Regulation of such organization; and all Unit holders, including the Owners and his/her/their Transferee/s,

15.7. The OWNER/S hereby agree, assure and undertake with DEVELOPER/S to pay monthly maintenance charges at the rate of Rs.2.50/- per sq.ft., per month of the OWNER/S share of flats concerned to the DEVELOPER/S, which have agreed by the OWNER/S from the date of possession of the flats concerned, until formation of apartment association and in furtherance the OWNER/S hereby agree to pay the Corpus Fund of Rs.50,000/- (Rupees Fifty Thousands Only) per flat of OWNER/S share of flats concerned to the DEVELOPER/S, which varies accordingly from time to time, as the case may be, which have been allotted to them/or any of the prospective buyers of OWNER/S flat of the same.

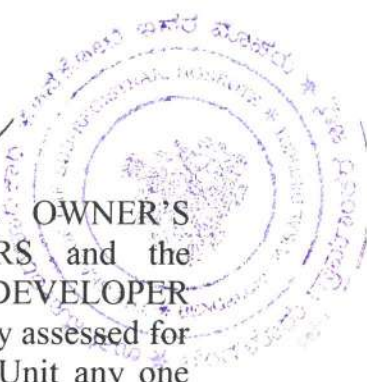
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For BOLD Developers

Managing Partner

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- 15.8. On completion of construction and delivery of the OWNER'S CONSTRUCTED AREA or part thereof, the OWNERS and the DEVELOPER's Tax shall be paid by the OWNERS and the DEVELOPER in the ratio of 37%:63% until each apartment/Unit is separately assessed for tax. After the occupation/ possession of the said Apartment/Unit any one claiming through the OWNERS/DEVELOPER or the OWNERS/DEVELOPER shall collect the same from the persons claiming under them and pay the maintenance charges, taxes, cess, assessments, charges for electricity, water and sanitary and other services maintenance charges and outgoing payable in respect of his/her/their respective share over the constructed area and shall maintain in tenantable condition.

16. NON-REFUNDABLE DEPOSITS:

16.1) The Promoter shall pay a sum of **Rs.1,50,00,000/-**(Rupees **One Crore Fifty Lakhs** Only) as non-refundable security deposit to the Owners in the following manner.

- A sum of **Rs.10,00,000/-**(Rupees **Ten Lakhs** Only) vide RTGS bearing No.HDFCR52023081981014002, dated 19th August 2023 favoring Krupesh.E
- A sum of **Rs.10,00,000/-**(Rupees **Ten Lakhs** Only) vide RTGS bearing No.HDFCR52023081981004979, dated 19th August 2023 favoring Veena Shankar
- A sum of **Rs.10,00,000/-**(Rupees **Ten Lakhs** Only) vide RTGS bearing No.HDFCR52023081980972533, dated 19th August 2023 in favoring E.Dinesh
- A sum of **Rs.10,00,000/-**(Rupees **Ten Lakhs** Only) vide RTGS bearing No.HDFCR52023082181405812, dated 21st August 2023 in favoring E.Harish
- A sum of **Rs.2,50,000/-**(Rupees **Two Lakhs and Fifty Thousand** Only) vide RTGS bearing No.HDFCR52023082983322981, dated 29th August 2023 in favoring Veena Shankar

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For BOLD Developers

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Managing Partner

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- f) A sum of **Rs.2,50,000/-**-(Rupees **Two Lakh Fifty Thousands Only**) vide RTGS bearing No.HDFCR52023082983309041, dated 29th August 2023 in favoring Krupesh E
- g) A sum of **Rs.2,50,000/-**-(Rupees **Two Lakh Fifty Thousands Only**) vide RTGS bearing No.HDFCR52023082983323332, dated 29th August 2023 in favoring E.Dinesh
- h) A sum of **Rs.2,50,000/-**-(Rupees **Two Lakh Fifty Thousands Only**) vide RTGS bearing No.HDFCR52023082983323546, dated 29th August 2023 in favoring E.Harish
- i) A sum of **Rs.2,50,000/-**-(Rupees **Two Lakh Fifty Thousands Only**) vide RTGS bearing No.HDFCR52023090585302835, dated 05th September 2023 in favoring Krupesh E
- j) A sum of **Rs.21,25,000/-**-(Rupees **Twenty One Lakh Twenty Five Thousands Only**) vide Cheque bearing No.000022, dated 27/10/2023, drawn on HDFC Bank, Bangalore in favoring Veena Shankar
- k) A sum of **Rs.18,75,000/-**-(Rupees **Eighteen Lakh Seventy Five Thousands Only**) vide Cheque bearing No.000025, dated 27/10/2023, drawn on HDFC Bank, Bangalore in favoring Krupesh E
- l) A sum of **Rs.21,25,000/-**-(Rupees **Twenty One Lakh Twenty Five Thousands Only**) vide Cheque bearing No.000023, dated 27/10/2023, drawn on HDFC Bank, Bangalore in favoring Dinesh E
- m) A sum of **Rs.7,25,000/-**-(Rupees **Seven Lakhs Twenty Five Thousands Only**) vide Cheque bearing No.000003, dated 27/10/2023, drawn on HDFC Bank, Bangalore in favoring Harish E
- n) A sum of **Rs.6,00,000/-**-(Rupees **Six Lakhs Only**) vide Cheque bearing No.000002, dated 27/10/2023, drawn on HDFC Bank, Bangalore in favoring C. Lakshmi
- o) A sum of **Rs.8,00,000/-**-(Rupees **Eight Lakhs Only**) vide Cheque bearing No.000001, dated 27/10/2023, drawn on HDFC Bank, Bangalore in favoring Harshitha Harish
- p) A sum of **Rs.15,00,000/-**-(Rupees **Fifteen Lakh Only**) towards 10% applicable TDS shall be deducted from the consideration amount pay to the concerned Authority

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For BOLD Developers

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Managing Partner

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the receipt of which entire a Sum of **Rs.1,50,00,000/-**(Rupees One Crore Fifty Lakh Only) the Owners hereby acknowledge and acquit the Promoter of any such payment in the presence of the witnesses attesting hereunder. The aforesaid payment was made as per the request of the Owners

16.2) The Owners shall extend full co-operation to the Developer to complete the project. The owners shall not create any impediments or obstruction in the way of the developers in developing the schedule property.

17. ADDITIONAL WORK:

- 17.1. It is agreed between the parties that in the event of there being any change in the specifications sought for by the OWNERS in writing for their share of constructed area which is in the nature of up gradation of specifications then in that event, the OWNERS shall contribute the difference for such up gradation cost at mutually agreed rates and at mutually agreed additional time periods.
- 17.2. The DEVELOPER may at its discretion agree to execute additional items of work as required by the OWNERS on a separate and mutually agreed terms, time periods /and/or rates.

18. OBLIGATIONS OF THE OWNERS:

18.1 The owners shall extend all Co - Operation to the developer and furnish necessary documents:

- a. For registration of the project with the Real Estate Authority and for completion of the project
- b. To conduct Joint survey of the schedule property to assess the exact measurement offered for joint Development agreement

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For BOLD Developers



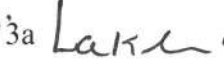

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- c. To carry out such acts, deed and things as may be reasonably required by the developer, at the cost of the developer in order to successfully develop the project in terms of this agreement, However, the costs and expenses connected with any or all of the above acts, deeds and things shall be borne by the Developer only
- d. Simultaneously on execution of this agreement, to execute a General Power of attorney in favour of the Developer, empowering it apply for and obtain approvals and to represent the owners before the local authority and for mortgage of the developer's share. The powers granted as aforesaid shall not be revoked during the term of this agreement. It is clarified that this power of attorney, in as much as it relates to alienation of the schedule property or part thereof, shall not come into force until the obtaining the sanctioned plan and execution of the sharing agreement between the parties, clearly demarcating the Flats and undivided land interest in the schedule property allocated to both the parties


19. COMPLIANCE OF RERA ACT 2016

- 19.1. The transaction is in nature of joint development and each of the parties rights and obligations are clearly defined in this JD Agreement. With RERA Act being in force, it is clarified that members of First Party will be fully responsible to the end customers and also to the member of the second party for all title related issues. Both First Party and Second Party are obligated to comply with all the Rules and Regulations of the RERA Act
- 19.2. The Second Party undertakes the responsibility of making required applications before RERA and get the project registered under the said ACT by paying the prescribed sums before the launch of the project

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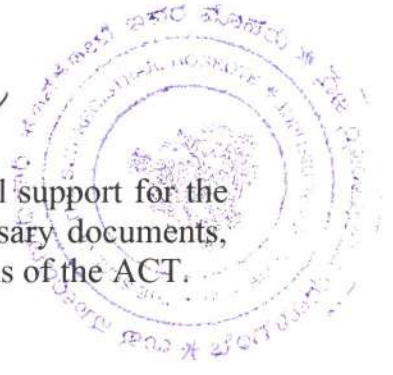
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- 19.3. The members of the First Party hereby agree to provide full support for the registration of the Project under RERA and execute necessary documents, affidavits declarations etc., as mentioned under the provisions of the ACT.

20. DEFECT LIABILITY PERIOD:



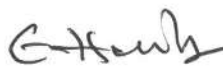

- 20.1. The Promoter/Developers agree that they shall for a period of Twelve months from the date of the Owners constructed Area is ready for occupation (whether delivery is taken or not) be liable to repair or cause repair at the cost of Promoter/Developers, of all defects noticed during the period of twelve months.
- 20.2. The second party shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes. Defects arising from natural wear and tear/forced/intentional/accidental damages do not come under the scope of maintenance under defect



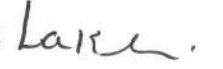
21. DOCUMENTS OF TITLE:



- 21.1. The Photostat Documents of Title shall be handed over to the Developers for his reference and original shall be retained by the Owners. However during the course of construction, the Owners shall provide the title documents to show the same to the banks/financial institutions and customer's advocate, as and when demanded by the Developer.


22. NAME OF BUILDING:

- 22.1) The Parties have agreed that the name of the Apartment Building will be decided by the Promoter in consultation with the OWNERS and neither of the party shall subscribe to change the said name;

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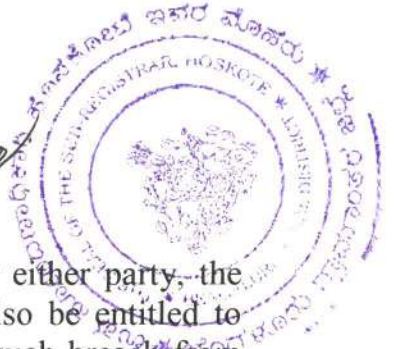
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For BOLD Developers


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23. BREACH AND CONSEQUENCES:

23.1. In the event of breach of the terms of this Agreement by either party, the aggrieved party shall be entitled to specific performance and also be entitled to recover all the losses and expenses incurred as consequence of such breach from the party committing the breach;

24. CUSTODY:

24.1. The Original of this agreement shall be with the Promoter/Developers and the Duplicate copy shall be with the Owners;

25. COST OF THIS AGREEMENT AND CUSTODY:



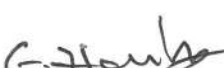

25.1. The Second party has borne the cost of stamp duty and registration charges paid on this agreement in case of demand for payment of any additional stamp duty and/or registration fee by any authority or court, the same shall also be paid by the second party.





26. PUBLICITY/ADVERTISEMENT:





26.1. The DEVELOPER shall be entitled to construct site office/erect boards in the Schedule Property advertising for sale and disposal of the built areas 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 Residential Apartment Building

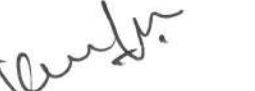
27. DELIVERY:


27.1. The DEVELOPER hereby agrees to deliver to the OWNERS possession of the Owner's Constructed Area as Stated in clause 6 above.

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27.2. On completion of the project in all respects, the DEVELOPER shall give 30 days clear notice calling upon the OWNERS to take delivery of the Owners Constructed Area. In the event the OWNERS fail to take delivery of the said area, they shall be liable to pay maintenance, property tax, other charges until they take delivery.

28. **AMENDMENT:** Any amendment to the Deed should be in writing and signed by the parties hereto.

29. **WAIVER**





29.1. 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.


30. **SEVERABILITY:**





30.1 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.


31. **ACQUISITION**

32.1. If the entire schedule property is acquired any law by the government or other authority then the compensation payable for the full land in the schedule property shall be taken by the members of the first party after reimbursing the deposit paid by the second party as mentioned in this agreement and the compensation payable for construction and development made and incurred thereon by the second party shall be taken by second party in its entirety. In the event of the acquisition after the receipt of the completion certificate the compensation shall be shares between the member of the first party and second party in proportion to their share of constructed area aforesaid ratios respectively

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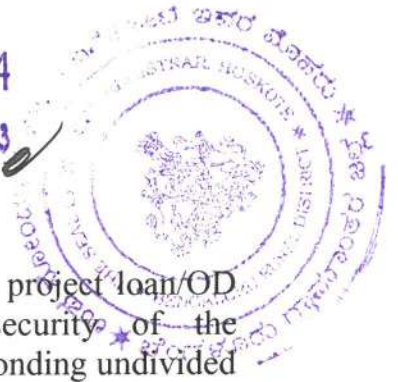
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For BOLD Developers

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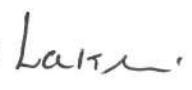






32. MORTGAGE LOAN:

32.1 The Developer/Builder/Promoter shall be entitled to raise a project loan/OD facility from any financial institute/lender against the security of the Developer/Builder/Promoter share of constructed area and corresponding undivided share in the land comprised in the Schedule Property by deposit of certified copies of originals as security to create a charge or mortgage only insofar as the Developers 63% built up area/undivided share in the Schedule Property. Upon the Developer/Builder/Promoter approaching the financial institute/lender for the said project loan/OD facility, the Owners shall give their consent to the financial institute/lender subject to the Developer's Share of Constructed Area and the Developer/Builder/Promoter shall procure to the Owners a written letter from the said financial institute/lender to the effect that the Owners or their share of Constructed Area shall in no way be responsible nor liable for the said borrowings by the Developer/Builder/Promoter, either towards principal or interest or both, nor will the Owners share of Developed Area & Undivided Share of Land be effected in any manner whatsoever. Any Mortgage of Land & Building to be created for the advancement of such project loan/OD facility by the lending financial institute/lender shall be limited only to the share entitlement of the Developer/Builder/Promoter.

32.2. The Developer/Builder/Promoters entitled to raise loans in the manner stated above in its name only and not in the name of the Owners and solely for the purposes of construction of the Project and no other purposes. The Developer/Builder/Promoter shall use the loan only for the Project and not for any other use. In the event of claim against the Owners, the Developer/Builder/Promoter agrees to indemnify and keep the Owners indemnified from such claims and demands and protect them at all times

33. JURISDICTION

33.1) It is agreed between the parties that the courts in Bangalore shall alone have jurisdiction with regard to this development agreement

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For BOLD Developers


Managing Partner

34.2 A notice shall be sent in writing by registered post/certificate of posting and be deemed served within 7 days from it being sent to the address mentioned above.

35. STAMP DUTY AND REGISTRATION FEE :

35.1 The stamp duty and registration expense in respect of Joint Development Agreement along with the General Power of Attorney shall be borne by Developer only.

36. LANGUAGE

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

37. ENTIRE AGREEMENT

37.1. This agreement constitutes the entire agreement between the parties, and supersedes all other agreements and understandings between the parties or any of them.

38. DELAY AND FORCE MAJEURE

38.1. The owners shall not incur any liability for any delay in delivery in possession, if such delay is caused by reason by governmental restrictions and/or by reason of civil commotion, any act of god or due to any injunction or prohibitory order or due to any other circumstance not attributable to any act of the developer. In any of the aforesaid events, the developer shall be entitle to a corresponding extension of time, for delivery of possession

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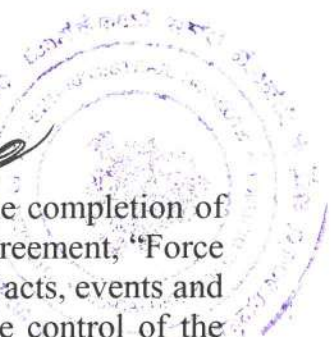
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For BOLD Developers

Managing Partner



38.2. The developer shall be entitled to an extension of time for the completion of the project upon the occurrence of a Force Majeure event. In this agreement, "Force Majeure" means any act, event or circumstance or a combination of acts, events and circumstances, referred to below, which are beyond the reasonable control of the developer and not brought about at the instance of the developer and which the developer could not have prevented by good industry practice or by the exercise of reasonable skill and care in relation to the construction of any facilities, and which, or any consequences of which actually prevent hinder or delay in whole or in part the performance by the developer of its obligations under this agreement

"Force Majeure" includes the following events and circumstances to the extent that they, or their consequences, satisfy the above requirements

- a. lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, land slide, soil erosion, subsidence, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions or actions of the elements, meteorites or objects falling from aircraft or other aerial devices, fire or explosion, chemical or radioactive contamination or ionising radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the schedule property by the developer or those employed or engaged by the developer unless it is or was essential for the construction or operation of any part of the Project)
- b. any accidental loss of or damage to cargo in the course of transit caused by any of the incidents listed in this schedule, where such cargo was intended to be utilised for the project
- c. loss of or serious accidental damage to the project for any reason beyond the control of the developer
- d. epidemic;
- e. act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, bombs or civil commotion;

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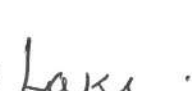

- f. sabotage, terrorism or the imminent threat of such acts;
 - g. Act of God
 - h. Government action of delay
 - i. Orders passed by courts or tribunals
 - j. Change in law; or
 - k. Any act, event of circumstance of a nature analogous to the foregoing
1. any legislation order or rule or registration made or issued by the governmental or any other authority or if any competent authority/ies refuses, delays, withholds, denies the grant of necessary approvals for the project or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority/ies become subject matter of any suit/writ before a competent court or; for any reason whatsoever





39. DISPUTE RESOLUTION:


The parties hereto agree that in the event of there being any disputes between the parties with regard to this agreement or interpretation of any of the terms of this agreement, the same shall be referred to arbitration in terms hereof and the arbitration shall be conducted as follows:

- (a) All proceedings in any arbitration shall be conducted in English
- (b) The Dispute shall be referred to a panel of three (3) arbitrators; Owners shall appoint one (1) arbitrator, the Developer shall, appoint one (1) arbitrator and the third arbitrator shall be appointed by the two (2) arbitrators nominated as aforesaid;
- (c) The arbitral award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly
- (d) The arbitral tribunal may award to a party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel);

1.  2.  3.  4. 

1a.  2a.  3a.  4a. 

1b.  2b.  3b.  4b. 

4c. 

For BOLD Developers

Managing Partner

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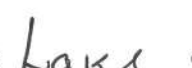






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- (e) The seat of such arbitral tribunal shall be at Bangalore; and
(f) The arbitral proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications or re-enactment thereof for the time being in force

40. SPECIFICATIONS:

1. Structure : RCC framed structure seismic zonal requirements being met in design.
2. Walls : External Walls of 6" Solid Cement Concrete Blocks in with intermediate R.C.C. Bed and internal walls with 4" Solid Blocks.
3. Plastering : Internal and external smooth sponge finish cement plastering.
4. Flooring : Vitrified tiles flooring for living and dining, bedrooms, ceramic tile flooring for Kitchen and Balconies with reputed make flooring.
5. Kitchen Platform : Granite slab 2 feet height glazed tiles with standard make dadoing above the platform.
6. Toilets : 7 feet height glazed tile dadoing and ceramic tiles (standard make) flooring common toilet with E.W.C. & attached toilets E.W.C. with flush tank Hindware/Jaquar or reputed make.
7. Electrical work : Concealed copper wiring with Anchor or Roma Modular Plate switches or similar make.

1.  2.  3.  4. 
1a.  2a.  3a.  4a. 
1b.  2b.  3b.  4b. 
4c. 

For BOLD Developers

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SCHEDULE PROPERTY

Item-1



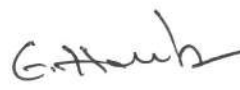










All that piece and parcel of property bearing undeveloped **Converted Survey Number.9/2**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531003, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village**, Anugondanahalli Hobli, Hoskote Taluk, and bounded on the

East by : Harohalli Village Boundary
West by : Ajjagondanahalli Village Boundary
North by : Land in Re-Survey No.9/1
South by : Land in Re-Survey No.9/3

Item-2

All that piece and parcel of property bearing undeveloped Old Survey Number.9/2, **New Converted Survey Number.9/3**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531004, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village**, Anugondanahalli Hobli, Hoskote Taluk, and bounded on the

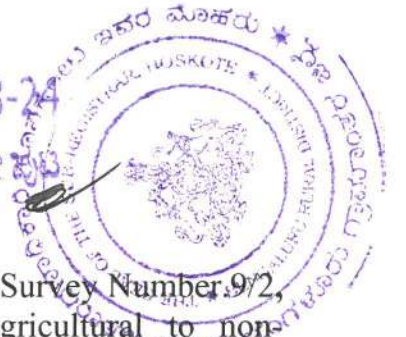
East by : Harohalli Village Boundary
West by : Ajjagondanahalli Village Boundary
North by : Land in Re-Survey No.9/2
South by : Land in Re-Survey No.9/4

1.  2.  3.  4. 
1a.  2a.  3a.  4a. 
1b.  2b.  3b.  4b. 
4c. 

For BOLD Developers


Managing Partner

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Item-3











All that piece and parcel of property bearing undeveloped Old Survey Number.9/2, **New Converted Survey Number.9/4**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531008, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village**, Anugondanahalli Hobli, Hoskote Taluk, and bounded on the

East by : Harohalli Village Boundary
West by : Ajjagondanahalli Village Boundary
North by : Land in Re-Survey No.9/3
South by : Land in Re-Survey No.9/5

Item-4

All that piece and parcel of property bearing undeveloped Old Survey Number.9/2, **New Converted Survey Number.9/5**, Converted from agricultural to non-agricultural purpose vide official memorandum dated 01/09/2023 vide No.531005, issued by Deputy Commissioner, Bangalore Rural District, measuring an extent **0 Acre 24 Guntas Plus 1 Gunta Kharab land, situated at Thimmandahalli Village**, Anugondanahalli Hobli, Hoskote Taluk, and bounded on the

East by : Harohalli Village Boundary
West by : Ajjagondanahalli Village Boundary
North by : Land in Re-Survey No.9/4
South by : Land in Re-Survey No.10

1.  2.  3.  4. 
1a.  2a. Mamatha B.S. 3a. Lakshmi 4a. Shubha
1b.  2b.  3b.  4b. 
4c. 

For BOLD Developers


Managing Partner

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IN WITNESS WHEREOF, the PARTIES hereto have signed this AGREEMENT in the presence of the Witnesses attesting hereunder.

WITNESSES:

1. TEJUS V Z S V

90 VENKATESH R

JP Nagar 7th phase,
BLR - 78

2. 

Sarasheel A. N.
VW 17th W
B - 87

1. 

1a. 

1b. 

2. 

2a. Mamatha B. S.

2b. 

3. 

3a. 

3b. 

4. 

(the Executant at Sl.No.4 for Self
and as natural guardian for
Executant at Sl.No.4c)

4a. 

4b. 

4c. 

OWNERS

For BOLD Developers

Managing Partner 

PROMOTER

Drafted by: 

KCS Associates, Advocates, Flat No.G-1, Sai Smaran Apartment,
1st Main Road, Pailayout, Bengaluru - 560016.