

P-1690/2021-2022

BNG (U) KCH 1619/2021-22. BK I Page 1-102
R

1619.
BK I 2021-2022.

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT ("AGREEMENT") IS MADE AND EXECUTED ON THIS THE EIGHTH DAY OF JULY, TWO THOUSAND AND TWENTY-ONE (08.07.2021) AT BENGALURU:

BY AND BETWEEN

- (1) Mrs. M.C. JAYAMMA (PAN: AGPPJ6511L), wife of Mr. Mudalaiah, aged about 68 years, residing at No. 596, 10th Cross, 7th Main, 3rd Phase, J.P. Nagar, Bengaluru - 560 078, and hereinafter referred to as "Owner No. 1" (which expression shall, wherever the context so requires or admits, mean and include her legal heirs, legal representatives, executors, administrators, nominees and permitted assigns);
- (2) (a) Mr. S. BHOJA RAJU (PAN: ACEPR2331R), son of Mr. Ramalinga Raju, aged about 73 years; and
- (b) Mr. S. ARUN KUMAR (PAN: AHMPK3234D), son of Mr. S. Bhoja Raju, aged about 41 years; and
- (c) Mr. S. ARJUN KUMAR (PAN: ALWPK3595M), son of Mr. S. Bhoja Raju, aged about 35 years,

All the above permanently residing at No. 8, 2nd Main Road, 3rd Block, RMV 2nd Stage, Bengaluru - 560 094, and hereinafter collectively referred to as "Owner No. 2" (which expression shall, wherever the context so requires or admits, mean and include their respective legal heirs, legal representatives, executors, administrators, nominees and permitted assigns);

Owners					Developer
1.	2.	3.	4.	5.	
M.C. Jayamma	S. Bhoja Raju	S. Arun Kumar	S. Arjun Kumar	K. V. S. Rao	



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ VISTA SPACES JAKKUR RESIDENCY PRIVATE LIMITED represented herein by its
Authorized Signatory and Director, Mr. Praveen Kumar S/o Mohan , ಇವರು 11931790.00
ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ್	11931750.00	Challan No CR0721003000197972 Rs.11931750/- dated 06/Jul/2021
ಚೆಲನ್	40.00	Challan No CR0721003000197972 Rs.40/- dated 06/Jul/2021
ಒಟ್ಟು :	11931790.00	

ಸ್ಥಳ : ಕಾಬೆರಕೆನಹಳ್ಳಿ

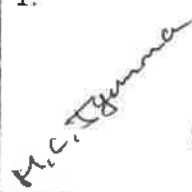
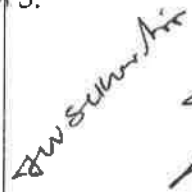
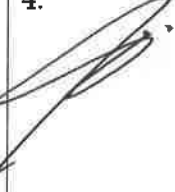
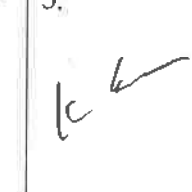
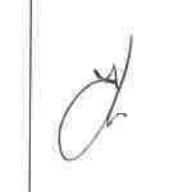
ದಿನಾಂಕ : 08/07/2021

Kumari Roops
8/7/2021
ಅಪನೋದಪ್ಪ ಕಾಡಿಕಾಡಿಗಲ್
ಗಾಂಧಿನಗರ (ಕಾಬೆರಕೆನಹಳ್ಳಿ) ಬೆಂಗಳೂರು

- (3) **Mr. K.V. SEKHAR RAJU** (PAN: AOOPS8442N), son of Mr. K. Venkata Narasa Raju, aged about 74 years, residing at No. 37, 1st 'A' Cross, RMV Extension, Bengaluru - 560 080, hereinafter referred to as "**Owner No. 3**" (which expression shall, wherever the context so requires or admits, mean and include his legal heirs, legal representatives, executors, administrators, nominees and permitted assigns);
- (4) **Mr. S.K. BHASKAR RAJU** (PAN: ABLPB3852H), son of Mr. S.K. Narasa Raju, aged about 59 years, residing at No. 97, 8th Cross, RMV Extension, Sadashivanagar, Bengaluru - 560 080, hereinafter referred to as "**Owner No. 4**" (which expression shall, wherever the context so requires or admits, mean and include his legal heirs, legal representatives, executors, administrators, nominees and permitted assigns); and
- (5) **Mr. K. KODANDA RAJU** (PAN: ABDPR5646P), son of Mr. A.S. Kuppa Raju, aged about 67 years, residing at No. 13, 1st Cross, RMV Extension, Bengaluru - 560 080, hereinafter referred to as "**Owner No. 5**" (which expression shall, wherever the context so requires or admits, mean and include his legal heirs, legal representatives, executors, administrators, nominees and permitted assigns).

The terms, Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4 and Owner No. 5 unless specifically mentioned are collectively referred to as "**First Parties / Owners**", which expression shall, wherever the context so requires or admits, mean and include their respective legal heirs, legal representatives, executors, administrators, nominees and permitted assigns, of the ONE PART.

AND

Owners					Developer
1.	2.	3.	4.	5.	
					



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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ P-1690 BK 1619/2021-2022 dt: 9/7/2021 @

ಕಾಚರಣನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-07-2021 ರಂದು 05:14:48 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	5965900.00
2	ಸೇವಾ ಶುಲ್ಕ	4200.00
	ಒಟ್ಟು :	5970100.00

ಶ್ರೀ VISTA SPACES JAKKUR RESIDENCY PRIVATE LIMITED represented herein by its Authorized Signatory and Director, Mr. Praveen Kumar S/o Mohan ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ VISTA SPACES JAKKUR RESIDENCY PRIVATE LIMITED represented herein by its Authorized Signatory and Director, Mr. Praveen Kumar S/o Mohan			

Kumari Roopale
8/7/2021
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಗಾಂಧಿನಗರ (ಕಾಚರಣನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	VISTA SPACES JAKKUR RESIDENCY PRIVATE LIMITED represented herein by its Authorized Signatory and Director, Mr. Praveen Kumar . ಬಿನ್ ಮೋಹನ್ (ಬರೆದುಕೊಂಡವರು)			
2	Mrs. M.C. JAYAMMA wife of Mr. Mudalaiah . (ಬರೆದುಕೊಂಡವರು)			

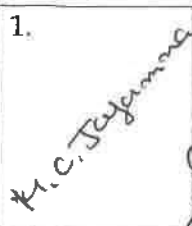
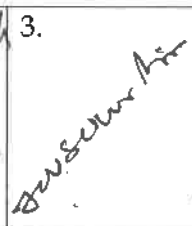
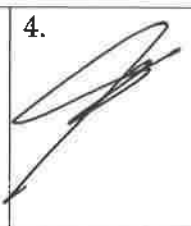
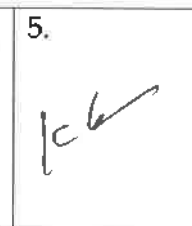
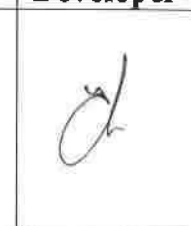
M.C. Jayamma
Kumari Roopale
8/7/2021
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಗಾಂಧಿನಗರ (ಕಾಚರಣನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

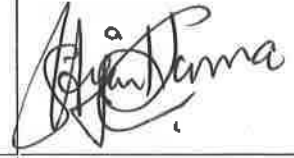
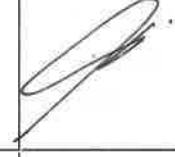
VISTA SPACES JAKKUR RESIDENCY PRIVATE LIMITED (CIN: U70109KA2020PTC135149), a private company incorporated under the Companies Act, 2013, having its Registered Office at No. 11, Diamond House, Primrose Road, Gurappa Avenue, M.G. Road Cross, Bengaluru - 560 025, represented herein by its Authorized Signatory and Director, Mr. Praveen Kumar, hereinafter referred to as "**Second Party**" / "**Developer**", (which expression shall, wherever the context so requires or admits, mean and include its successors-in-interest, legal representatives, executors, administrators, nominees and permitted assigns), of the OTHER PART.

The First Parties / Owners, and the Second Party / Developer, shall hereinafter also be referred to collectively as the "**Parties**" or individually as a "**Party**", wherever the context so requires or admits in this Agreement.

WHEREAS:

- A. Originally, the lands bearing Survey No. 72, measuring an extent of 3 Acres 29 Guntas (including 16 Guntas of kharab land); and the lands bearing Survey No. 79, measuring an extent of 2 Acres 15 Guntas (including 2 Guntas of kharab land) situated at Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk (hereinafter referred to as "**Larger Property**"), were owned and possessed by one Mr. Y.V. Ayya, he having acquired the same from its erstwhile owner, Sri. Girimaji Rao under the Sale Deed dated 25.05.1927 registered as Document No. 4565 in Book I, Volume 298, at Pages 384 to 387, in the office of the Sub-Registrar, Bangalore Taluk.
- B. The said Mr. Y.V. Ayya had executed his Last Will dated 28.01.1967, registered as Document No. 49/1967-68 in Book III, Volume 58, at Pages 65 to 69, in the office of the Sub-Registrar, bequeathing *inter alia* the Larger Property to and in favour of his son, Mr. Y.V. Krupashankar. Upon the death of Mr. Y.V. Ayya on 08.01.1978, his son, Mr. Y.V. Krupashankar, succeeded to the estate of Mr. Y.V.

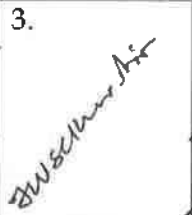
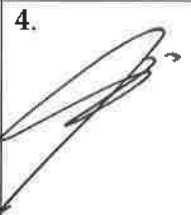
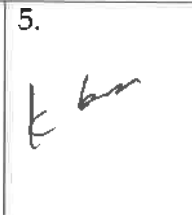
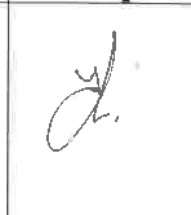
Owners					Developer
1.	2.	3.	4.	5.	
					

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Mr. S. BHOJA RAJU son of Mr. Ramalinga Raju . (ಬರೆದುಕೊಡುವವರು)			
4	Mr. S. ARUN KUMAR son of Mr. S. Bhoja Raju . (ಬರೆದುಕೊಡುವವರು)			
5	Mr. S. ARJUN KUMAR son of Mr. S. Bhoja Raju . (ಬರೆದುಕೊಡುವವರು)			
6	Mr. K.V. SEKHAR RAJU son of Mr. K. Venkata Narasa Raju . (ಬರೆದುಕೊಡುವವರು)			
7	Mr. S.K. BHASKAR RAJU son of Mr. S.K. Narasa Raju . (ಬರೆದುಕೊಡುವವರು)			
8	Mr. K. KODANDA RAJU son of Mr. A.S. Kuppa Raju . (ಬರೆದುಕೊಡುವವರು)			

2

Ayya, including the Larger Property bequeathed to him under the Last Will dated 28.01.1967 of Late Y.V. Ayya, as absolute owner thereof. Thereupon, the revenue records in respect of the Larger Property was mutated to the name of Mr. Y.V. Krupashankar, vide entry in the Mutation Register in Serial No. MR 9/1978-79.

- C. Under the Notification dated 21.02.1989 bearing No. RD 156 AQB 84 issued under Section 6 of the Land Acquisition Act, 1894 and published in Part IX of the Karnataka Gazette dated 27.02.1989, the Larger Property along with other lands were notified for acquisition in favour of the Judicial Employees House Building Co-operative Society Ltd., Bangalore. Subsequently, vide the Notification dated 03.06.1989 bearing No. RD 156 AQB 84 issued under Section 48(1) of the Land Acquisition Act, 1894 and published in the Karnataka Gazette dated 24.08.1989, the Government of Karnataka had withdrawn the acquisition in respect of the Larger Property along with certain other lands which were notified for acquisition under the aforesaid Notification dated 21.02.1989 in favour of the Judicial Employees House Building Co-operative Society Ltd., Bangalore. Being aggrieved by the Notification dated 03.06.1989, the Judicial Employees House Building Co-operative Society Limited, Bangalore, filed a Writ Petition No. 2379 /1990 which was disposed off on 04.03.1994. Eventually, vide Letter bearing Reference No. K.S.G.D.E.H.B.C.S. 354/93-94 dated 19.11.1993, issued by the Karnataka State Judicial Department Employees House Building Co-operative Society Ltd. to the Special Land Acquisition Officer, it was requested that the acquisition in respect of the Larger Property along with certain other lands be withdrawn, as the land owners had agreed to give up certain portions of the Larger Property for formation of roads to the development carried out by the Karnataka State Judicial Department Employees House Building Co-operative Society Ltd.

Owners					Developer
1.	2.	3.	4.	5.	
					

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Keshavamurthy No.489 13th Main Manjunath Nagar Bangalore	B Keshavamurthy
2	Mani No.489 13th Main Manjunath Nagar Bangalore	

Kumari Roopas
9/7/2021.
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

Kept Pending for Technclal Issue

Designed and Developed by C-DAC, ACTS, Pune

Kumari Roopas
9/7/2021.
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

Technclal Issue Solved Hence Ordered for Registration.

Kumari Roopas
9/7/2021.
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ KCH-1-01619-2021-22 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ KCHD859 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 09-07-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ) ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು	
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Designed and Developed by C-DAC, ACTS, Pune

D. The aforesaid Mr. Y.V. Krupashankar, having succeeded to the estate of his late father Mr. Y.V. Ayya, along with his sons Mr. K. Sangamesh and Mr. K. Jagannath, had thereafter sold and conveyed portions of the Larger Property to and in favour of the respective Owners herein and the respective Owners herein have acquired absolute right, title and interest in respect of their respective portions of the Larger Property conveyed in their favour, as follows:

(1) Owner No. 1:

Sale Deed dated 26.07.1994 executed by (i) Dr. Y.V. Krupashankar; (ii) Mr. K. Sangamesh; and (iii) Mr. K. Jagannath [persons mentioned at Sl. Nos. (ii) and (iii) being represented by their duly constituted Attorney, Dr. Y.V. Krupashankar], in favour of Mrs. M.C. Jayamma, and registered as Document No. 2053/1994-95 in Book I, Volume 506, at Pages 21 to 25, in the office of the Sub-Registrar, Yelahanka, Bengaluru, in respect of the land measuring an extent of 30 Guntas (inclusive of 6 Guntas of kharab land) in Survey No. 72; and the land measuring an extent of 20 Guntas in Survey No. 79 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk, totally measuring an extent of 1 Acre 10 Guntas.

The Owner No. 1 herein had thereafter obtained conversion of the said land measuring an extent of 30 Guntas (inclusive of 6 Guntas of kharab land) in Survey No. 72; and the land measuring an extent of 20 Guntas in Survey No. 79 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk, totally measuring an extent of 1 Acre 10 Guntas, from agricultural purposes to non-agricultural residential purposes, under the Official Memorandum dated 03.07.1995 bearing No. BDA:ALN:SR (NA): 77/95-96 issued by the Special Deputy Commissioner, Bengaluru District.

Owners					Developer
1.	2.	3.	4.	5.	
M.C. Jayamma	K. Jagannath	K. Sangamesh			

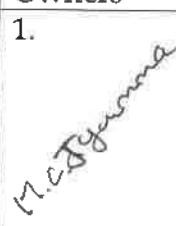
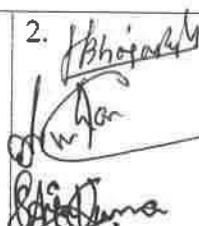
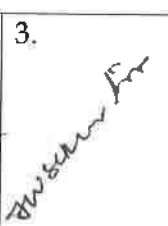
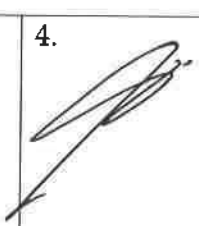
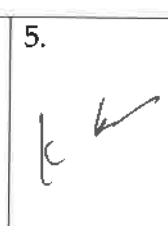
The Khatha in respect of the aforesaid property totally measuring an extent of 1 Acre 10 Guntas was transferred to the name of the Owner No. 1 herein and upon the property coming within the revenue and administrative jurisdiction of the Bruhat Bengaluru Mahanagara Palike ("BBMP"), the aforesaid property was assigned with Municipal No. 581/1/72/79/4 (earlier Municipal No. 581/72/79/4), Allalasandra, Yelahanka, Bengaluru.

(2) Owner No. 2:

Sale Deed dated 24.03.1994 executed by (i) Dr. Y.V. Krupashankar; (ii) Mr. K. Sangamesh; and (iii) Mr. K. Jagannath [persons mentioned at Sl. Nos. (ii) and (iii) being represented by their duly constituted Attorney, Dr. Y.V. Krupashankar], in favour of (i) Mr. S.Bhoja Raju; and (ii) Mr. Anjan K. Ray, and registered as Document No. 4861/1993-94 in Book I, Volume 460, at Pages 18 to 22, in the office of the Sub-Registrar, Yelahanka, Bengaluru, in respect of the land measuring an extent of 1 Acre 5 Guntas (inclusive of 1 Gunta of kharab land) in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk.

Mr. S. Bhoja Raju (being one of the Owner No. 2 herein) had thereafter obtained conversion of the said land measuring an extent of 1 Acre 5 Guntas in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk, from agricultural purposes to non-agricultural residential purposes, under the Official Memorandum dated 26.06.1995 bearing No. BDA:ALN:SR (NA): 79/95-96 issued by the Special Deputy Commissioner, Bengaluru District.

Subsequently, Mr. Anjan K. Ray, being one of the co-owners of the aforementioned land measuring an extent of 1 Acre 5 Guntas (inclusive of

Owners					Developer
1.	2.	3.	4.	5.	
					

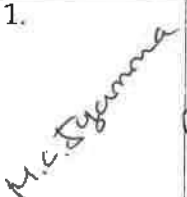
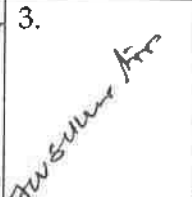
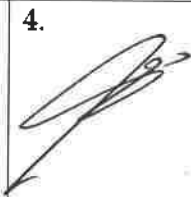
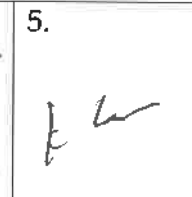
1 Gunta of kharab land) in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk, had sold and conveyed his 50% undivided share, right, title and interest therein, in favour of (i) Mr. S. Arun Kumar and (ii) Mr. S. Arjun Kumar, both being sons of Mr. S. Bhoja Raju, under the Sale Deed dated 17.02.2005, and registered as Document No. 23760/2004-05 in Book I and stored in C.D. No. YAND113, in the office of the Sub-Registrar, Yelahanka, Bengaluru.

The Khatha in respect of the aforesaid property measuring an extent of 1 Acre 4 Guntas (excluding 1 Gunta of kharab land) was transferred to the names of the Owner No. 2 herein; and upon the property coming within the revenue and administrative jurisdiction of the BBMP, the aforesaid property was assigned with Municipal No. 600/72 (earlier Municipal No. 5/72), Allalasandra, Judicial Layout, Yelahanka New Town, Bengaluru.

(3) Owner No. 3:

Sale Deed dated 30.03.1994 executed by (i) Dr. Y.V. Krupashankar; (ii) Mr. K. Sangamesh; and (iii) Mr. K. Jagannath [persons mentioned at Sl. Nos. (ii) and (iii) being represented by their duly constituted Attorney, Dr. Y.V. Krupashankar], in favour of Mr. K.V. Sekhar Raju, and registered as Document No. 5094/1993-94 in Book I, Volume 459, at Pages 96 to 100, in the office of the Sub-Registrar, Yelahanka, Bengaluru, in respect of the land measuring an extent of 1 Acre (inclusive of 1 Gunta of kharab land) in Survey No. 79 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk.

The Owner No. 3 herein had thereafter obtained conversion of the said land measuring an extent of 1 Acre (inclusive of 1 Gunta of kharab land) in Survey No. 79 of Allalasandra Village, Yelahanka Hobli, Bangalore North

Owners					Developer
1.	2.	3.	4.	5.	
					

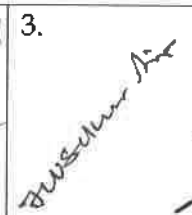
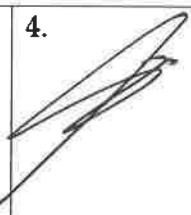
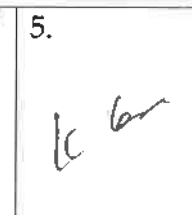
Taluk, from agricultural purposes to non-agricultural residential purposes, under the Official Memorandum dated 03.07.1995 bearing No. BDS:ALN:SR (NA): 80/95-96 issued by the Special Deputy Commissioner, Bengaluru District.

The Khatha in respect of the aforesaid property measuring an extent of 1 Acre was transferred to the name of the Owner No. 3 herein; and upon the property coming within the revenue and administrative jurisdiction of the BBMP, the aforesaid property was assigned with Municipal No. 601/79, Allalasandra, Yelahanka, Bengaluru.

(4) Owner No. 4:

Sale Deed dated 24.03.1994 executed by (i) Dr. Y.V. Krupashankar; (ii) Mr. K. Sangamesh; and (iii) Mr. K. Jagannath [persons mentioned at Sl. Nos. (ii) and (iii) being represented by their duly constituted Attorney, Dr. Y.V. Krupashankar], in favour of Mr. S.K. Bhaskar Raju, and registered as Document No. 4860/1993-94 in Book I, Volume 456, at Pages 89 to 93, in the office of the Sub-Registrar, Yelahanka, Bengaluru, in respect of the land measuring an extent of 1 Acre 10 Guntas (inclusive of 5 Guntas of kharab land) in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk.

The Owner No. 4 herein had thereafter obtained conversion of the said land measuring an extent of 1 Acre 5 Guntas (excluding 5 Guntas of kharab land) in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk, from agricultural purposes to non-agricultural residential purposes, under the Official Memorandum dated 03.07.1995 bearing No. BDA:ALN:SR (NA): 75/95-96 issued by the Special Deputy Commissioner, Bengaluru District.

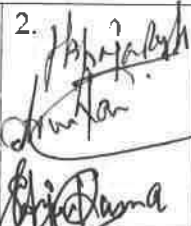
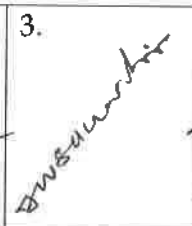
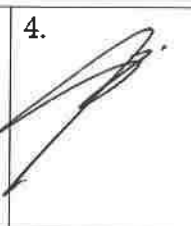
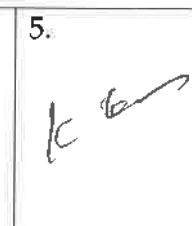
Owners					Developer
1.	2.	3.	4.	5.	
					

The Khatha in respect of the aforesaid property measuring an extent of 1 Acre 5 Guntas (excluding 5 Guntas of kharab land) was transferred to the name of the Owner No. 4 herein; and upon the property coming within the revenue and administrative jurisdiction of the BBMP, the aforesaid property was assigned with Municipal No. 602/72 (earlier Municipal No. 7/72), Allalasandra, Yelahanka, Bengaluru.

(5) Owner No. 5:

Sale Deed dated 30.03.1994 executed by (i) Dr. Y.V. Krupashankar; (ii) Mr. K. Sangamesh; and (iii) Mr. K. Jagannath [persons mentioned at Sl. Nos. (ii) and (iii) being represented by their duly constituted Attorney, Dr. Y.V. Krupashankar], in favour of Mr. K.Kodanda Raju, and registered as Document No. 5093/1993-94 in Book I, Volume 464, at Pages 19 to 23, in the office of the Sub-Registrar, Yelahanka, Bengaluru, in respect of the land measuring an extent of 24 Guntas (inclusive of 1 Gunta of kharab land) in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk.

Subsequently, it was ascertained that the Owner No. 5 herein was in actual possession and enjoyment of only an extent of 15 Guntas in Survey No. 72 of Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk; and pursuant to the Order dated 11.01.2016 in Appeal bearing R.A. (BNA) No. 1/2016-17 on the file of the Court of the Assistant Commissioner, Bengaluru North Sub-Division, Bengaluru, directing the Tahsildar, Bengaluru North (Additional) Taluk, to accept the khatha in the name of the Owner No. 5 in respect extent of an extent of 15 Guntas in Survey No. 72 of Allalasandra Village on the basis of the Sale Deed dated 30.03.1994, the revenue records were mutated and the Khatha registered in the name

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

square feet (or 4 Acres 34 Guntas) and situated at Allalasandra Village, Yelahanka Hobli, Bangalore North Taluk, presently within the revenue and administrative jurisdiction of the BBMP, Ward No. 4, Allalasandra, Yelahanka, Bengaluru. Pursuant thereto, vide Special Notice bearing Nos. DA(YU)/W4/KTR-279/20-21; DA(YU)/W4/MTR-31/20-21 dated 11.12.2020, issued by the Assistant Revenue Officer, Yelahanka Satellite Town, Yelahanka Sub-Division, BBMP, Bengaluru, the Khathas of the respective properties bearing Municipal Nos. 581/1/72/79/4, 600/72, 601/79, 602/72, and 1144/72 totally measuring an extent of 2,11,266 square feet situated at Allalasandra Village, Yelahanka Satellite Town, Ward No. 4, Bengaluru North Taluk, were clubbed together and amalgamated and assigned with new Municipal No. 581/1/72/79/4 in the joint names of the First Parties/ Owners herein.

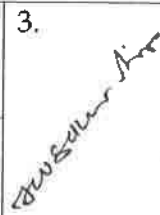
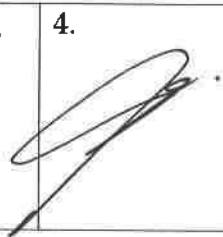
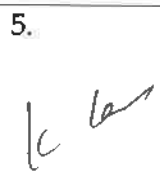
- F. Upon withdrawal of the acquisition in respect of the Larger Property, the respective landowners have agreed to and have relinquished and given up certain portions of the Larger Property for formation of roads to the development carried out by the Karnataka State Judicial Department Employees House Building Co-operative Society Ltd. After excluding the kharab lands comprised in the Larger Property and the portion of the lands that have been relinquished and utilised for formation of roads within the Larger Property, the total extent of lands that are actually and physically available for development with the First Parties/ Owners, as per the Survey Sketch prepared by the Assistant Director of Land Records, Department of Survey, Settlement and Land Records, Government of Karnataka, is an extent of 4 Acres 15 Guntas (or 1,90,575 square feet) (annexed herewith at Annexure- II). Accordingly, the First Parties/ Owners rectified the Amalgamation Deed dated 18.03.2020 rectifying the total area of the property as 4 Acres 15 Guntas (or 1,90,575 square feet) by the Rectification Deed dated 23.06.2021, registered vide Document No. KCH-1-01619/2021-22 of Book I, stored in C.D. No. KCH0859, in the office of the Sub-Registrar, (KACHARA KANAHALLI), Bengaluru.

Owners					Developer
1.	2.	3.	4.	5.	
M.C. Jayaramma	Bh. Jayaramma	Bh. Jayaramma			

G. The First Parties/ Owners herein have mutually and expressly agreed that in consideration of their intent and *inter se* agreement to amalgamate their respective properties for development purposes, the respective entitlements of the First Parties/ Owners herein in the aforesaid lands that are actually and physically available for development and measuring an extent of 4 Acres 15 Guntas (or 1,90,575 square feet), is as follows:

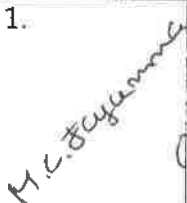
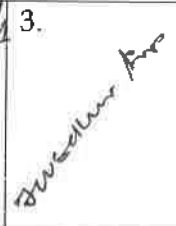
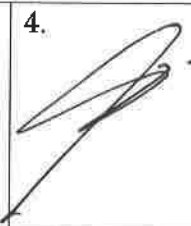
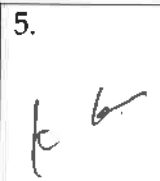
- (i) Owner No. 1: 2/9th undivided share, right, title and interest, equivalent to 38.89 Guntas or 42,351 square feet;
- (ii) Owner No. 2: 2/9th undivided share, right, title and interest, equivalent to 38.89 Guntas or 42,351 square feet;
- (iii) Owner No. 3: 2/9th undivided share, right, title and interest, equivalent to 38.89 Guntas or 42,351 square feet;
- (iv) Owner No. 4: 2/9th undivided share, right, title and interest, equivalent to 38.89 Guntas or 42,351 square feet; and
- (v) Owner No. 5: 1/9th undivided share, right, title and interest, equivalent to 19.44 Guntas or 21,171 square feet.

H. The First Parties/ Owners have accordingly represented that they are the joint owners of the immovable property being lands duly converted for residential purposes and measuring a total extent of 4 Acres 15 Guntas (or 1,90,575 square feet) bearing Municipal No. 581/1/72/79/4 situated at Allalasandra Village, Yelahanka Satellite Town, Ward No. 4, Bengaluru, formed out of the lands originally bearing Survey Nos. 72 and 79 situated at Allalasandra Village, Yelahanka Hobli, Bengaluru North Taluk, presently within the revenue and

Owners					Developer
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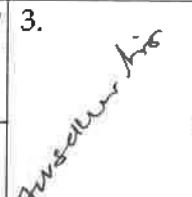
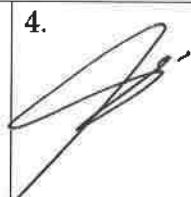
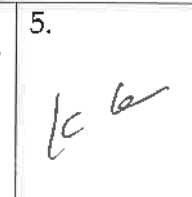
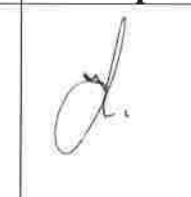
administrative jurisdiction of the BBMP, which is more fully described in the Schedule hereunder and hereinafter referred to as the "Schedule Property".

- I. The First Parties/ Owners are thus fully seized and possessed of the Schedule Property with absolute power and authority to sell, develop or otherwise dispose-off the Schedule Property in favour of any person/s of their choice.
- J. The First Parties/ Owners are desirous of developing the Schedule Property by constructing a multi-storied residential apartment building complex thereon under a scheme of joint development; and the First Parties/ Owners having come to know about the credentials of the Second Party/ Developer herein, who are reputed Developers of Real Estate, have requested the Second Party/ Developer to develop the Schedule Property into a multi-storied residential apartment building complex; and the Second Party/ Developer has represented to the First Parties/ Owners that it has the requisite experience, expertise and resources for undertaking the said development of the Schedule Property into a multi-storied residential apartment building complex.
- K. The First Parties/ Owners have thus intended to jointly develop the Schedule Property through the Second Party/ Developer, and have proposed to them to develop the Schedule Property by constructing a multi-storied residential apartment building complex thereon under a scheme of joint development, by making the following representations:
 - (i) that the First Parties/Owners are the absolute owners of their respective entitlements in the Schedule Property and their title to their respective entitlements in the Schedule Property is good, marketable and subsisting; and that none else have any manner of right, title, interest or share therein, and that the Schedule Property is free from all Encumbrances, charges,

Owners					Developer
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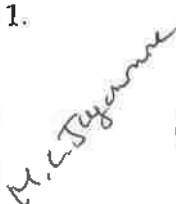
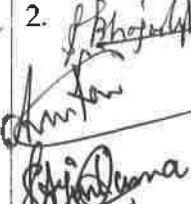
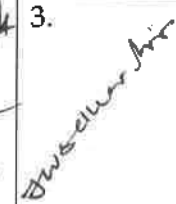
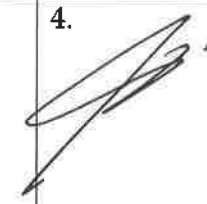
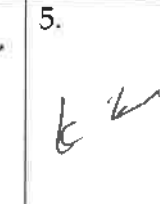
lien and claims, including all claims by way of sale, exchange, mortgage, gift, inheritance, trust, possession, easement, lien or otherwise;

- (ii) that the First Parties/ Owners have not entered into any agreement or arrangement for sale or development of their respective entitlements in the Schedule Property with anyone and have also not executed any Power/s of Attorney in favour of any third party to deal with the same;
- (iii) that the Schedule Property is not subject to any attachment by the process of the Courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any Officer thereof, and to the best of the knowledge of the First Parties/ Owners, the Schedule Property is not the subject matter of any suit, writ, execution or other legal proceedings which affects the title of the First Parties/ Owners or bars the development and/or sale of the Schedule Property;
- (iv) that there are no actions, suits, legal proceedings, acquisition proceedings, arbitrations, claims, mortgages, attachments, proceedings, assignments for the benefit of creditors, pending or threatened, that would materially and adversely affect the title of the First Parties/ Owners to their respective entitlements in the Schedule Property and/or its development and/or sale and/or the ability of the First Parties/ Owners to perform their obligations under this Agreement or any other agreements, deeds, etc.;
- (v) that there are no dues under the Income-Tax Act, 1961, wealth tax, sales tax, excise or other direct or indirect taxation proceedings, whether for recovery or otherwise initiated by any Taxation Authorities or Local Authorities, which are pending against the First Parties/ Owners, whereby their respective entitlements in the Schedule Property or any part thereof are in any way affected and/or impaired and that there are no

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

notifications issued under any Applicable Laws/ rules/ regulations or by any competent authority affecting the Schedule Property;

- (vi) that the First Parties/ Owners have not created any charge, mortgage or Encumbrance upon their respective entitlements in the Schedule Property or any portion thereof, affecting development and have not alienated, leased, transferred or created any other third-party rights of whatsoever nature in relation to their respective entitlements in the Schedule Property;
- (vii) that there are no easementary rights created under any document or under any covenant or by prescription in respect of and/or upon the Schedule Property or any part thereof, including right of way created in favour of any owners of adjoining properties in relation to the Schedule Property;
- (viii) that the Schedule Property is not a property in respect of which there is a prohibition regarding sale and/or development and that there is no bar or prohibition to acquire, hold or to develop or sell the Schedule Property;
- (ix) that the First Parties/ Owners have paid all dues of betterment charges, property taxes, cesses, outgoings, land revenue and other statutory charges payable to the State or Central Government and any other concerned authority with respect to their respective entitlements in the Schedule Property and there are no dues or outstanding payable to any of the aforesaid authorities and the said payments shall continue to be paid by the First Parties/ Owners with respect to their respective entitlements in the Schedule Property to the concerned authorities upto the date of execution of this Agreement;
- (x) that the First Parties/ Owners will keep the Schedule Property free from all Encumbrances, attachments, court orders, charges, leases, mortgages

Owners					Developer
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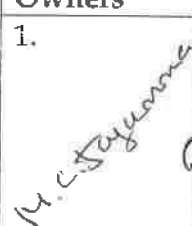
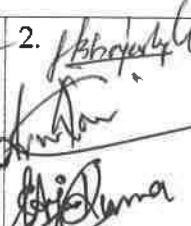
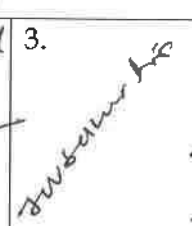
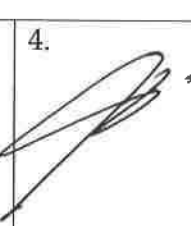
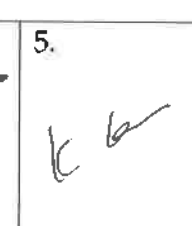
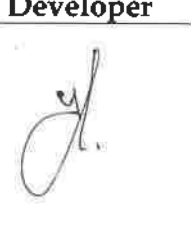
and other third-party claims during the subsistence of this Agreement;
 and

(xi) that no notice from the Central or State Government or any other local body or authority or under the Land Acquisition Act or any other Act (Central or State) or under any other Applicable Laws (including any notice for acquisition or requisition of the Schedule Property) has been received by the First Parties/ Owners to acquire, in whole or in portions, of the Schedule Property.

L. Based on the aforesaid representations and upon verification of the title deeds pertaining to the Schedule Property and satisfaction of the marketable right, title and interest of the First Party/ Owners, the Second Party/ Developer has entered into certain understandings with the First Parties/ Owners and the Second Party/ Developer has agreed to develop the Schedule Property at its own cost by undertaking to construct an integrated Multi-storied Residential Apartment Building Complex thereon together with the specifications listed in **Annexure - I** appended to this Agreement (hereinafter referred to as the "**Multi-storied Residential Apartment Building Complex**"), and to deliver the agreed share of the development to the First Parties/ Owners.

M. The Second Party/ Developer has evolved a scheme for constructing a Multi-storied Residential Apartment Building Complex on the Schedule Property, in consultation with the First Parties/ Owners; and in terms of the said understanding, the Second Party/ Developer has applied for and shall obtain the Building Plan Sanction from the BBMP, for the construction of the Multi-storied Residential Apartment Building Complex on the Schedule Property.

N. Accordingly, the Second Party/ Developer has agreed to develop the Schedule Property at its own cost by undertaking to construct an integrated Multi-storied

Owners					Developer
1.	2.	3.	4.	5.	
					

Residential Apartment Building Complex by availing the maximum permissible FAR as per the applicable building bye-laws from time to time for the development of the Schedule Property.

- O. The Parties hereto, in order to record the aforesaid agreement and understanding, deem it necessary to reduce into writing the mutually agreed terms and conditions with respect to the development of the Schedule Property under this Joint Development Agreement.

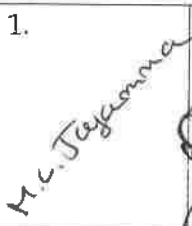
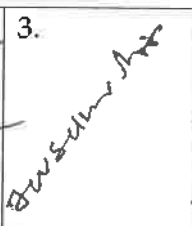
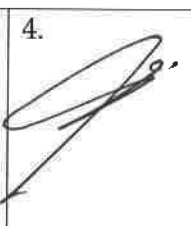
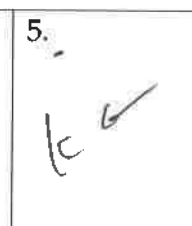
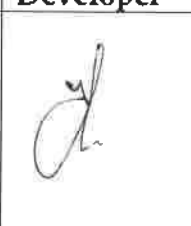
NOW, THEREFORE, THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Recitals hereinabove mentioned shall be treated as and form a part of the operative part of this Agreement.

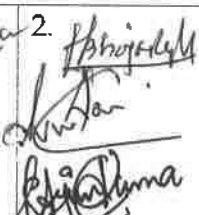
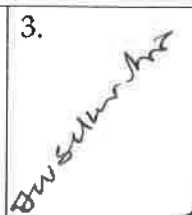
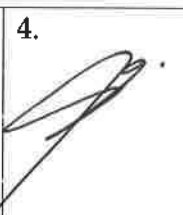
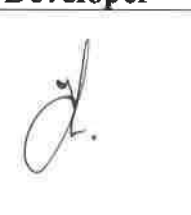
Definitions:

In this Agreement, unless the context otherwise requires, the following words and expressions shall bear the meanings ascribed to them below:

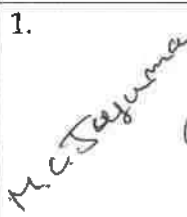
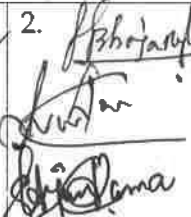
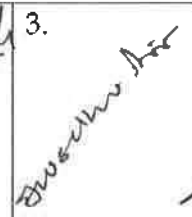
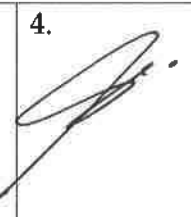
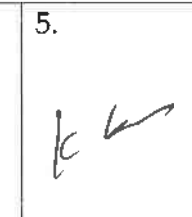
- 1) **"Agreement"** shall mean this Joint Development Agreement, including all annexures and schedules, plans and sketches attached hereto, as amended from time to time.
- 2) **"Allottee" or "Prospective Purchaser"** shall mean the buyer(s) of Apartment unit(s) in the Project, and where such Apartment unit(s) are retained by the First Parties/ Owner(s) or its/their nominee(s), or by the Second Party/ Developer, shall mean such First Parties/ Owner(s) or its/their nominee(s) or the Second Party/ Developer, as the case may be.

Owners					Developer
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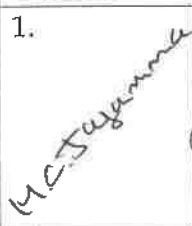
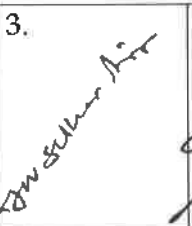
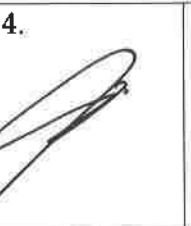
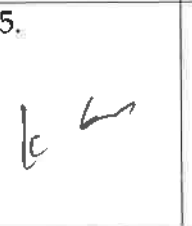
- 3) **"Apartment unit(s)"** shall mean the self-contained dwelling unit(s)/ flat(s) part of the Multi-storied Residential Apartment Building Complex to be developed on the Schedule Property.
- 4) **"Applicable Laws"** shall mean all laws, ordinances, statutes, notifications, rules, bye-laws, orders, decrees, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the Schedule Property and the transaction contemplated herein, as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter.
- 5) **"Area Sharing Agreement"** shall have the meaning ascribed to it in Clause 6.
- 6) **"BBMP"** shall mean the Bruhat Bengaluru Mahanagara Palike.
- 7) **"Commencement of Construction"** shall have the meaning ascribed to the term in Clause 11.
- 8) **"Completion of Construction"** shall mean and include the following:
 - (i) completion of construction of the Multi-storied Residential Apartment Building Complex including the interiors with respect to the Owners' Constructed Area as per the Specifications agreed upon and attached herewith in **Annexure - I**, the same being certified by the architects for the Project and the Apartment being fit for human habitation;
 - (ii) Occupancy Certificate having been obtained from the BBMP;

Owners					Developer
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- (iii) All fixtures and appliances mentioned in **Annexure - I** have been installed and tested;
 - (iv) All utilities (electricity, water and gas) are connected permanently including the power supply from BESCO and water connection from BWSSB and are fully functional including generator(s) and other backup systems;
 - (v) The club house and other common facilities and amenities in the Project is fully complete and functional; and
 - (vi) The architects for the Project issuing a certificate of completion of the Project.
- 9) **"Defect Liability Period"** shall have the meaning ascribed to the term in Clause 24.
- 10) **"Developer's Constructed Area"** shall mean the built-up area in the Multi-storied Residential Apartment Building Complex constructed on the Schedule Property along with proportionate share of car parking spaces, based on present permitted development on the Schedule Property calculated as per the current FAR, which shall be equivalent to 58% (fifty-eight percent) of the total Project Constructed Area.
- 11) **"Developer's Land Share"** shall mean a proportionate 58% (fifty-eight percent) undivided share in the Schedule Property calculated based on the ratio of Developer's Constructed Area to the entire development over the Schedule Property.

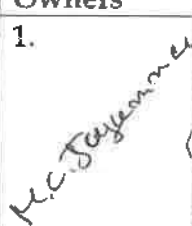
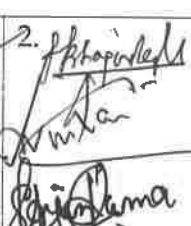
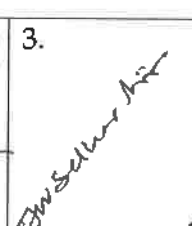
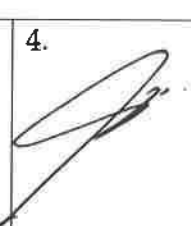
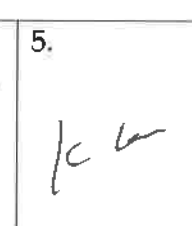
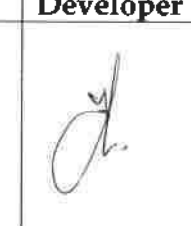
Owners					Developer
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- 12) **"Developer's Share"** shall mean a collective reference to the Developer's Constructed Area and the Developer's Land Share.
- 13) **"Encumbrance(s)"** shall mean any pledge, lien, non-disposal undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, lis pendens, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property and/or the Project and/or any part thereof.
- 14) **"FAR"** shall mean the floor area ratio as per the Revised Master Plan 2015 or the proposed CDP/Master Plan 2031 issued/to be issued by the Bangalore Development Authority and as amended from time to time.
- 15) **"Force Majeure"** shall mean any event or circumstance or a combination of events and circumstances, which satisfies any of the following conditions:
- (i) materially and adversely affects the performance of an obligation; or
 - (ii) is beyond the control of the affected Party;
- and includes (without limitation), subject to satisfaction of either of the above conditions, the following events and/or circumstances:
- a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or affecting India;
 - b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage;
 - c. strikes, industrial disputes, lockdowns due to pandemics/ epidemics and/or lockouts directly affecting the Project construction and/or interrupting supplies and services to the Project for a continuous period exceeding 15 (fifteen) days in a year;

Owners					Developer
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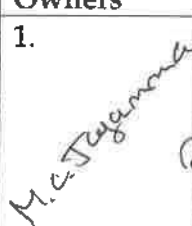
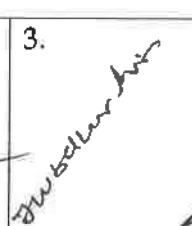
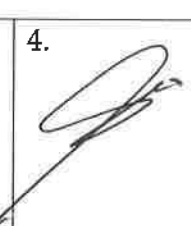
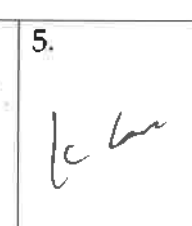
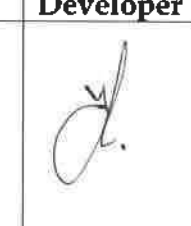
- d. any delay in grant of, denial of or variation of any approval required for completion of the Project by any Government Authority for reasons other than those solely attributable to the Developer;
- e. change in governmental policy, Applicable Laws, or regulations directly affecting the Project, including but not limited to expropriation or compulsory acquisition by any Government Authority;
- f. non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters, or other intermediaries or due to any other reason whatsoever;
- g. acts of God or events beyond the reasonable control of the affected Party which could not reasonably have been expected, including any effect of the natural elements, including lightning, fire, earthquake, unprecedented rains, landslide, subsidence, flood, storm, cyclone, epidemics, pandemics or plagues or any other similar effect; and/ or
- h. any judgment or order (including injunctions, prohibitory orders, etc.) of any court of competent jurisdiction or statutory authority in India made against the Parties in any proceedings to comply with any Applicable Laws or on account of breach thereof.

- 16) "Governmental Authority" shall mean any union/ central, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency in India having jurisdiction over the relevant matter.
- 17) "Occupancy Certificate" shall mean the permission to occupy the building/s constructed upon the Schedule Property, given by the BBMP in terms of the provisions of Section 310 of the Karnataka Municipal Corporations Act, 1976.

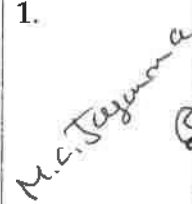
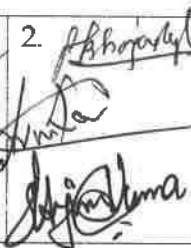
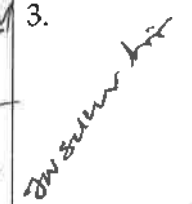
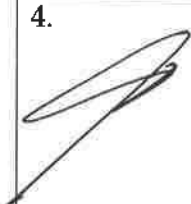
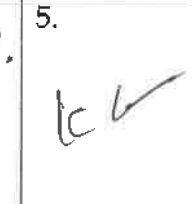
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- 18) **"Owners' Constructed Area"** shall mean the built-up area in the Multi-storied Residential Apartment Building Complex constructed on the Schedule Property together with proportionate share of car parking spaces, based on present permitted development on the Schedule Property calculated as per the current FAR, which shall be equivalent to 42% (forty-two percent) of the total Project Constructed Area. It is clarified that the Owners' Constructed Area shall be inclusive of Owners' Personal Units.
- 19) **"Owners' Land Share"** shall mean a proportionate 42% (forty-two percent) undivided share in the Schedule Property calculated based on the ratio of Owners' Constructed Area to the entire development over the Schedule Property.
- 20) **"Owners' Personal Units"** shall have the meaning ascribed to it in Clause 6.3.
- 21) **"Owners' Share"** shall mean a collective reference to the Owners' Constructed Area and Owners' Land Share.
- 22) **"Party"** shall mean either the Owners or the Developer; and **"Parties"** shall mean a collective reference to the Owners and the Developer.
- 23) **"Person"** means any natural person or any unlimited liability partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, association, joint stock company, proprietorship, Hindu undivided family, trust, estate, joint venture, unincorporated organization, union, association, government or any agency or political subdivision thereof or other legal person established or existing pursuant to the Applicable Laws of any jurisdiction.
- 24) **"Power of Attorney"** shall have the meaning ascribed to the term in Clause 17.

Owners					Developer
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- 25) **"Project"** shall, subject to Clause 3, have the meaning of construction and development of the Schedule Property into a Multi-storied Residential Apartment Building Complex comprising of multi-storied buildings as sanctioned by the concerned Governmental Authority based on plans drawn by the Developer.
- 26) **"Project Constructed Area"** shall mean the total built-up area of the Multi-storied Residential Apartment Building Complex constructed on the Schedule Property as per the Sanctioned Plans.
- 27) **"RERA"** shall mean the Real Estate (Regulation and Development) Act, 2016, and the Rules made thereunder and any amendments thereto as applicable in the State of Karnataka.
- 28) **"RERA Authority"** shall mean the authority formed under RERA for the State of Karnataka.
- 29) **"Sanctioned Plans"** shall mean the plans for the construction/ development of the Project or any portion thereof, sanctioned by the relevant Governmental Authority based on the plans submitted by the Developer, and any subsequent modifications thereto made in accordance with Applicable Laws.
- 30) **"Schedule Property"** shall have the meaning ascribed to the term in Recital 'H' and described in the Schedule hereunder.
- 31) **"Specifications"** shall mean the specifications attached hereto as **Annexure - I**.

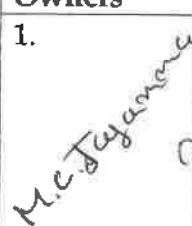
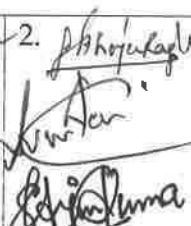
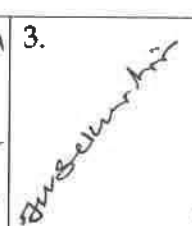
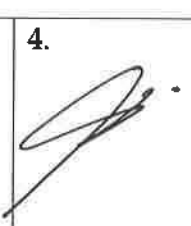
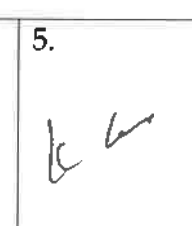
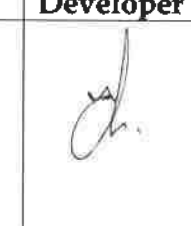
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1. INTERPRETATION:

Unless the context otherwise requires in this Agreement:

- (i) words importing persons or parties shall include firms and corporations and any organizations having legal capacity;
- (ii) words importing the singular include the plural and vice versa where the context so requires;
- (iii) reference to any Applicable Laws shall include such law as from time to time is enacted, amended, supplemented or re-enacted;
- (iv) reference to any gender includes a reference to all other genders;
- (v) reference to the words "include" or "including" shall be construed without limitation;
- (vi) reference to this Agreement or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such other agreement, deed or other instrument or document as the same may from time to time be amended, varied supplemented or novated;
- (vii) the headings and titles in this Agreement are indicative only and shall not be deemed part thereof or be taken into consideration in the interpretation or construction hereof;

Owners					Developer
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(viii) timelines and time periods prescribed anywhere in this Agreement shall be subject to Force Majeure events and shall be extended accordingly, provided that the affected Party/ies have intimated the other Party/ies of the Force Majeure event due to which their performance of the obligations under this Agreement could not be carried out. Extension from the prescribed timelines due to Force Majeure events shall not be a breach of this Agreement; and

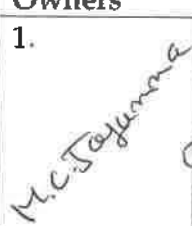
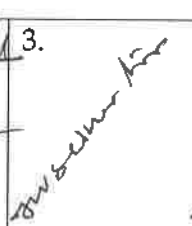
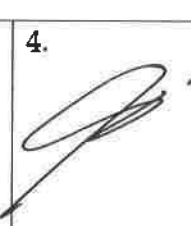
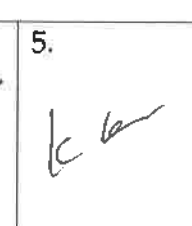
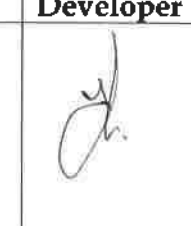
(ix) any representation, warranty, covenant of the First Party/ Owner in this Agreement shall, whether it is so expressly mentioned or not, always be construed to be joint and several, to extent applicable to each of such First Party/ Owner.

2. AGREEMENT TO DEVELOP:

2.1. That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Parties hereto under this Agreement, the Second Party/ Developer has agreed to develop the Schedule Property by constructing the Multi-storied Residential Apartment Building Complex thereon, subject to the terms and conditions hereinafter contained.

2.2. The Second Party/ Developer is hereby empowered and authorized by the First Parties/ Owners, either by itself or through its contractor/s, to construct and develop the Schedule Property by constructing the Project thereon, in terms of this Agreement, at its cost and the First Parties/ Owners shall not object to the same.

2.3. The Second Party/ Developer shall construct the Project Constructed Area and deliver to the First Parties/ Owners, the Owners' Constructed Area and upon hand over of the Owner's Constructed Area in terms of this Agreement,

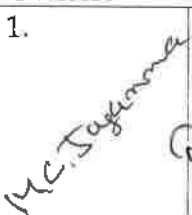
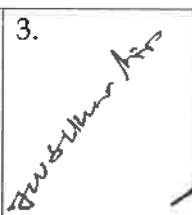
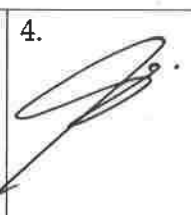
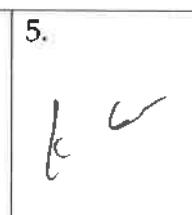
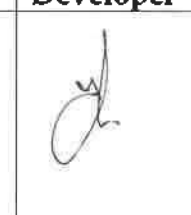
Owners					Developer
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or the Second Party/ Developer has made an offer to the First Parties/ Owners in writing intimating completion of the Project and offering to hand over the Owner's Constructed Area, whichever is earlier, the Developer's Share shall belong to the Second Party/ Developer.

- 2.4. The Second Party/ Developer shall be entitled to develop the Schedule Property and to exploit the maximum permissible FAR, which includes common areas and other amenities, excluding car parking areas. The Second Party/ Developer shall develop the Schedule Property by constructing an integrated Multi-storied Residential Apartment Building Complex by availing the maximum permissible FAR as per the applicable building bye-laws from time to time for development of the Schedule Property. Any increase in the FAR with regard to the Schedule Property above the permitted FAR, shall also be shared by the First Parties/ Owners and the Second Party/ Developer in their respective sharing ratios in terms of this Agreement. It is further agreed that in the event of additional FAR in the form of Transferable Development Rights (TDR) being available for construction, the Parties shall mutually agree on the terms of utilization of such additional FAR.
- 2.5. In consideration of the Second Party/ Developer carrying out the construction of the Project and delivering to the First Parties/ Owners, the Owners' Constructed Area at the cost of the Developer in terms hereof, the Second Party/ Developer shall be entitled to obtain conveyance of the Developer's Share in its favour and/ or in favour of its nominee/s, which shall mean to include the Prospective Purchaser(s).

3. POWER TO DEVELOP:

- 3.1. The First Parties/ Owners hereby empower the Second Party/ Developer or its contractor/s to develop the Schedule Property into the Project as aforesaid

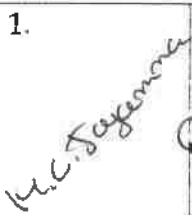
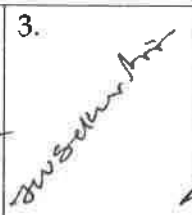
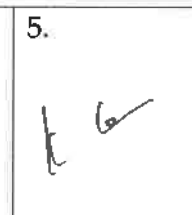
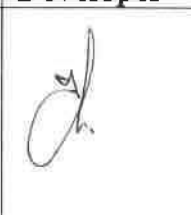
Owners					Developer
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in terms of this Agreement. This Agreement, the arrangement contemplated herein and the rights conferred to the Second Party/ Developer shall not be terminated except due to the reasons and in the manner agreed upon in this Agreement.

- 3.2. The Second Party/ Developer shall be entitled to develop the Schedule Property and to exploit the maximum permissible FAR, which includes common areas and other amenities, excluding car parking areas. Any increase in FAR with regard to the Schedule Property above the permitted FAR shall be shared by the First Parties/ Owners and the Second Party/ Developer in the same proportion/ratio as agreed in terms of this Agreement.
- 3.3. In the event of additional FAR being available for construction, the Second Party/ Developer shall have the right (but not the obligation) to undertake additional construction and the Parties shall share such additional built-up area and the corresponding undivided share in the Schedule Property in the same proportion as agreed under this Agreement. The Parties hereby expressly agree that no additional/further construction shall be carried out by any Party after Completion of Construction and the architects for the Project having issued the certificate of completion in respect of the Project.

4. PERMISSION TO ENTER:

- 4.1. The First Parties/ Owners hereby exclusively permit and authorize the Second Party/ Developer and/or its contractor/s to enter upon the Schedule Property to commence and complete the development of the Schedule Property by constructing the Project thereon as per the Sanctioned Plans, subject to the terms of this Agreement. The First Parties/ Owners understand that the Second Party/ Developer shall be incurring expenditure for planning, construction and development of the Project on the Schedule Property and

Owners					Developer
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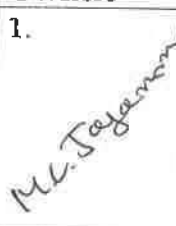
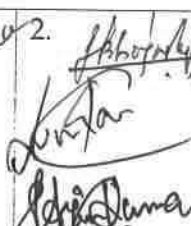
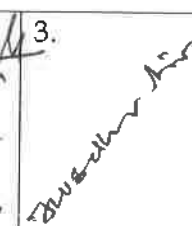
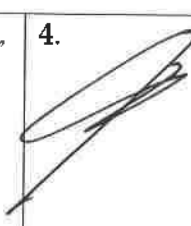
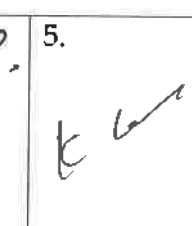
therefore they shall not revoke such permissions/ authorisation. The Second Party/ Developer having entered the Schedule Property, agrees to develop the same in terms of this Agreement.

4.2. It is hereby clarified that such permission granted to the Second Party/ Developer to enter the Schedule Property shall however not amount to or be construed as delivery of possession in part performance of the contract under the provisions of Section 53-A of the Transfer of Property Act, 1882 or under Section 2 (47) (v) of the Income-Tax Act, 1961. The legal possession of the Schedule Property shall continue to vest in the First Parties/ Owners and the Second Party/ Developer and/or its contractor(s) shall be permitted to enter upon the Schedule Property by way of a temporary license to develop the Schedule Property.

4.3. The First Parties/ Owners hereby expressly agree not to interfere or interrupt in any manner whatsoever in the course of development and construction of the Project by the Second Party/ Developer and/or its contractor(s) as stated above and/or commit any act or omission having the effect of delaying or stopping or causing hinderance of any kind to the development work to be undertaken in terms of this Agreement. It is agreed and confirmed that any delay in achieving the timelines by the Second Party/ Developer due to any act or omissions attributable to the First Parties/ Owners shall be excluded from the calculation of such timeline and the timelines shall be extended to that extent. The Second Party/ Developer shall not be considered to be in default or breach of its obligations in such an event.

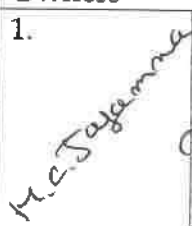
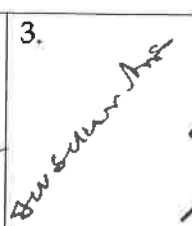
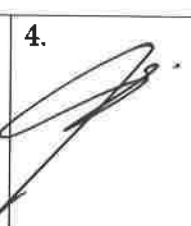
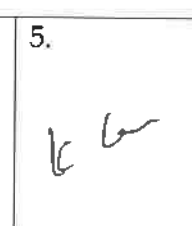
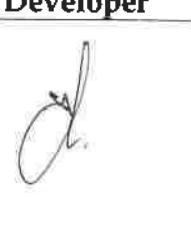
5. PLANS / LICENCES:

5.1. The Second Party/ Developer shall at its cost prepare the plans and all required drawings for the buildings as per the building bye-laws, rules and

Owners					Developer
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regulations in force, apply for and obtain the Sanctioned Plans from the BBMP, for the construction of the Multi-storied Residential Apartment Building Complex on the Schedule Property. The Second Party/ Developer shall be entitled to commence and complete development of the Schedule Property in accordance with the Sanctioned Plans and related approvals and licences. The Second Party/ Developer shall be entitled to modify the Sanctioned Plans approved/ submitted or submit fresh plan from time to time as decided by the Second Party/ Developer, without in any manner altering the entitlement of the First Parties/ Owners under this Agreement.

- 5.2. It is agreed and confirmed by the First Party/ Owners that they shall extend any assistance, co-operation, provide documents, sign and cause to be signed all forms/ application, etc., as and when required by the Second Party/ Developer in applying for and obtaining the Sanctioned Plans, amendments/ modifications thereto and all other approvals, permissions, licenses, etc., as may be required by the Second Party/ Developer under the Applicable Law(s) to undertake the construction, development and completion of the Project on the Schedule Property.
- 5.3. In developing the Project on the Schedule Property and providing electricity, water supply, sewerage and other amenities therein, the Second Party/ Developer shall duly observe the rules and regulations and the Applicable Laws relating thereto. The Second Party/ Developer shall be entitled to make necessary changes in the plans submitted to the BBMP and/or other authorities as demanded by them, based on the applicable building bye-laws from time to time and the development of the Schedule Property will be subject to such directions as the planning and other authorities issue.
- 5.4. For the purposes of securing the approvals, licenses and permissions for the development of the Project on the Schedule Property, if the BBMP and/or

Owners					Developer
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5.5. Each of the Parties shall be responsible for complying with the provisions of the following Statutes and its Rules to the extent attributable to it in relation to the Project:

- a) Real Estate (Regulation & Development) Act, 2016;
- b) Karnataka Real Estate (Regulation & Development) Rules, 2017;
- c) Karnataka Apartment Ownership Act, 1972; and
- d) Karnataka Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1972.

6. ALLOCATION AND AREA SHARING AGREEMENT:

6.1. The Parties have further agreed that, with regard to the division of the development of the Schedule Property, there shall be a separate Area Sharing Agreement to be entered between the Parties providing for the allocation and sharing of the built-up areas in the Project in accordance with their respective shares, rights and interest in the Schedule Property pursuant to and in accordance with the terms of this Agreement.

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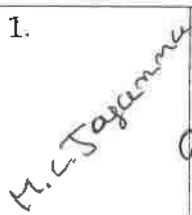
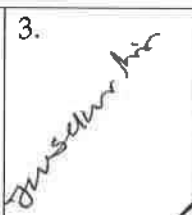
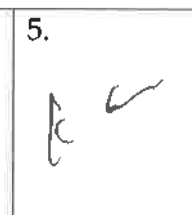
- 6.2. The Second Party/ Developer shall furnish copy of the Sanctioned Plans to the First Parties/ Owners within 7 (seven) days of obtaining approval and sanction to the same by the relevant Governmental Authority.
- 6.3. The Parties shall, on the basis of the said Sanctioned Plans, enter into an Area Sharing Agreement within 30 (thirty) days from the date of the Second Party/ Developer furnishing copies of the Sanctioned Plans to the First Parties/ Owners, to share the built-up areas in the Project demarcating the Apartment unit(s) falling to the share of each Party, in terms of the following:

OWNERS' SHARE:

The First Parties/ Owners shall collectively be entitled to the following share:

- A) 42% (FORTY TWO PERCENT) OF THE TOTAL SUPER BUILT-UP AREA IN THE PROJECT
- B) 42% (FORTY TWO PERCENT) OF THE UNDIVIDED SHARE IN THE LAND COMPRISING THE SCHEDULE PROPERTY
- C) 42% (FORTY TWO PERCENT) OF THE TOTAL CAR PARKING SPACES

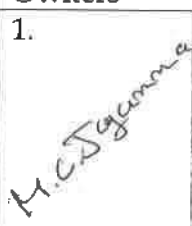
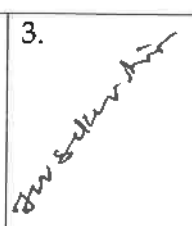
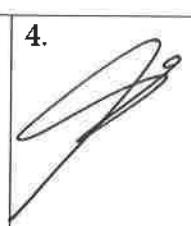
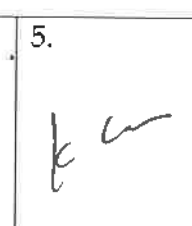
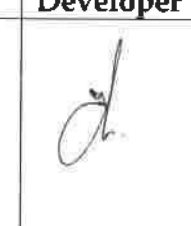
It is further expressly agreed that *inter.se* the First Parties/ Owners, the Owners' Share comprising the Owners' Constructed Area and the Owners' Land Share shall be shared by the First Parties/ Owners herein in accordance with their mutual agreement and the terms of this Agreement, as follows:

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- (i) Owner No. 1: 2/9th of the Owners' Constructed Area and the Owners' Land Share;
- (ii) Owner No. 2: 2/9th of the Owners' Constructed Area and the Owners' Land Share;
- (iii) Owner No. 3: 2/9th of the Owners' Constructed Area and the Owners' Land Share;
- (iv) Owner No. 4: 2/9th of the Owners' Constructed Area and the Owners' Land Share; and
- (v) Owner No. 5: 1/9th of the Owners' Constructed Area and the Owners' Land Share.

It is expressly agreed between the First Parties/ Owners that each of the First Parties/ Owners shall be entitled to retain Apartment units for their personal use and occupation, from out of the Owners' Constructed Area allotted to the share of each of the First Parties/ Owners, as follows:

- (i) Owner No. 1 shall be entitled to retain 2 (Two) Apartment units on the uppermost top floor of the Project, together with exclusive rights to the demarcated portion of terrace areas comprised therein;
- (ii) Owner No. 2 shall be entitled to retain 2 (Two) Apartment units on the uppermost top floor of the Project, together with exclusive rights to the demarcated portion of terrace areas comprised therein;

Owners					Developer
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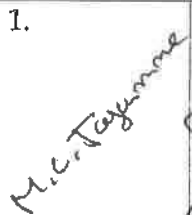
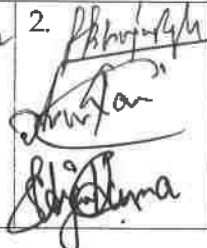
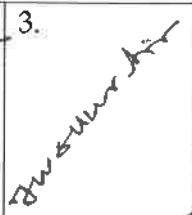
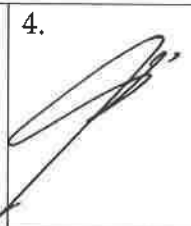
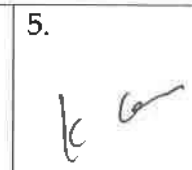
- (iii) Owner No. 3 shall be entitled to retain 2 (Two) Apartment units on the uppermost top floor of the Project, together with exclusive rights to the demarcated portion of terrace areas comprised therein;
- (iv) Owner No. 4 shall be entitled to retain 2 (Two) Apartment units on the uppermost top floor of the Project, together with exclusive rights to the demarcated portion of terrace areas comprised therein; and
- (v) Owner No. 5 shall be entitled to retain 1 (One) Apartment unit on the uppermost top floor of the Project, together with exclusive rights to the demarcated portion of terrace areas comprised therein.

The above mentioned 9 (nine) Apartment units are hereinafter collectively referred to as "Owners' Personal Units".

It is agreed and confirmed by the First Parties/ Owners that after handing over possession of the Owners' Personal Units they shall not undertake any additional construction on the terrace areas or any other portion of the Owners' Personal Units.

DEVELOPER'S SHARE:

The Second Party/ Developer shall be entitled to the following share:

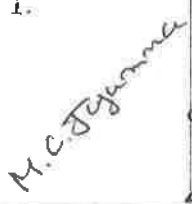
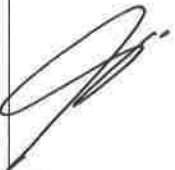
Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- A) 58% (FIFTY EIGHT PERCENT) OF THE TOTAL SUPER BUILT-UP AREA
- B) 58% (FIFTY EIGHT PERCENT) OF THE UNDIVIDED SHARE IN THE LAND COMPRISING THE SCHEDULE PROPERTY
- C) 58% (FIFTY EIGHT PERCENT) OF THE TOTAL CAR PARKING SPACES IN THE PROJECT

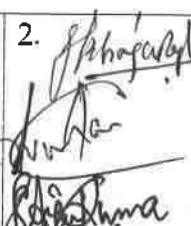
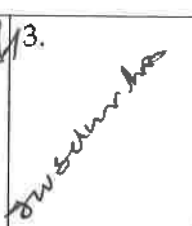
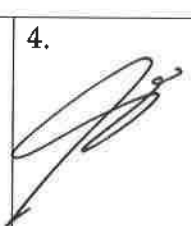
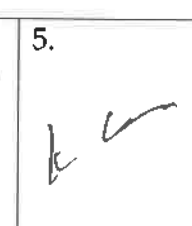
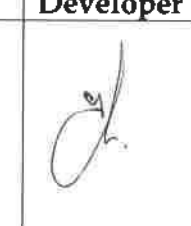
It is hereby clarified that the common areas and circulation areas, excluding the car parking areas and terrace areas, shall be available for the benefit of all Prospective Purchasers in the Multi-storied Residential Apartment Building Complex.

- 6.4. The Area Sharing Agreement shall be drawn upon, giving due account to the advantages, disadvantages, location, facing and *vasthu*, in proportion to their respective shares on equitable basis.
- 6.5. It is expressly agreed that in the event of any default or delay on the part of the First Parties/ Owners in entering into and executing the Area Sharing Agreement within 30 (thirty) days of receipt of the Sanctioned Plans from the Second Party/ Developer, the time lines for Completion of Construction of the Project in terms of Clauses 11.3 and 11.4 below shall stand extended by the corresponding number of days of delay caused by the First Parties/ Owners in executing the Area Sharing Agreement.

7. CONSTRUCTION:

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- 7.1. Upon execution of this Agreement, the Second Party/ Developer, either by itself or through its contractor/s, is entitled to commence construction and development of the Project upon the Schedule Property at its own cost and in the manner stipulated and timelines agreed hereunder.
- 7.2. The Second Party/ Developer shall be entitled to make modifications, additions, deletions and alterations in the construction and/or development of the Project as demanded by the Governmental Authorities and seek sanction of the modified plans. Such modification shall, however, not affect the entitlement of the either Party guaranteed under this Agreement and shall not alter the Specifications agreed under **Annexure - I** hereto. The Second Party/ Developer shall have absolute discretion in matters relating to the method and manner of construction and development of the Project without affecting the entitlement of the First Parties/ Owners, or the designs and safety and time schedule for completion of the Project, unless otherwise mutually agreed between the Parties.
- 7.3. The Second Party/ Developer shall have sole discretion in selection of construction materials as per the specification sheet corresponding to the Grade A quality as per general standards employed, method of construction, equipment to be used for construction and other related techniques of construction, and the First Parties/ Owners shall not interfere with the same, provided, that the development and construction shall be in accordance with the Specifications agreed to between the Parties as per **Annexure - I** attached hereto and in terms of this Agreement.
- 7.4. The Owners' Constructed Area shall be delivered/ offered for delivery/ handed over to the Owners after Completion of Construction in all respects as per the Sanctioned Plans and agreed Specifications.

Owners					Developer
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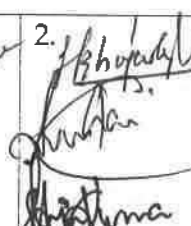
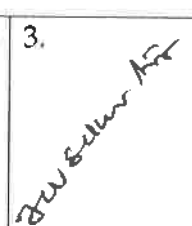
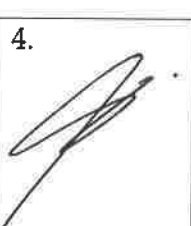
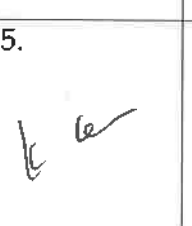
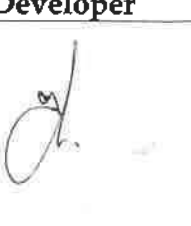
7.5. It is however agreed that landscaping and terrace amenities in the Project will be completed within a period of 2 (two) months of handing over the Owners' Constructed Area and after Completion of Construction.

8. COST OF CONSTRUCTION:

8.1. The entire cost of construction of the Project including architect's fees, charges and miscellaneous expenses to be paid for obtaining license and Sanctioned Plans for construction and development of the Project upon the Schedule Property shall be borne solely by the Second Party/ Developer.

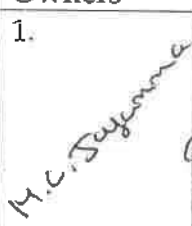
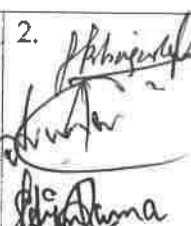
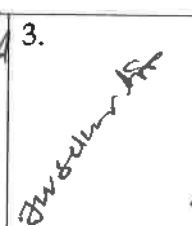
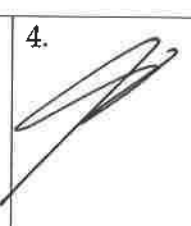
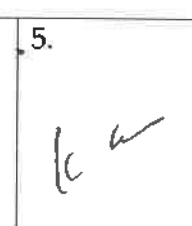
8.2. The cost involved for making applications and obtaining necessary permissions from BESCOM, the Karnataka Power Transmission Corporation Ltd., Bangalore Water Supply and Sewerage Board and other government authorities for providing the permanent electricity and water supply and for effectively completing the construction of the Multi-storied Residential Apartment Building Complex on the Schedule Property shall be borne by the Second Party/ Developer.

8.3. The First Parties/ Owners shall not be required to pay any amount for the development and construction of the Project upon the Schedule Property or for the Owners' Constructed Area, other than those specifically undertaken by the First Parties/ Owners in terms of this Agreement. However, the First Parties/ Owners shall bear the deposits and proportionate external infrastructure charges (i.e., the costs officially incurred by the Second Party/ Developer towards installation and creation of water, sanitary and electrical and other infrastructures such as road cutting, cable and pipe laying charges and providing BWSSB water and sanitary connection to the Project) payable towards electricity, sanitary and water connections from BWSSB and

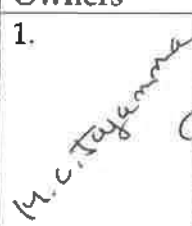
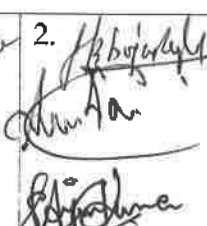
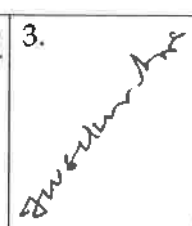
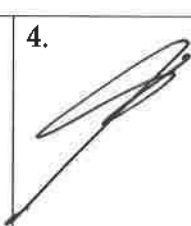
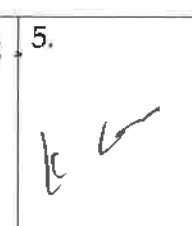
Owners					Developer
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BESCOM and other Governmental Authorities towards their respective share of the Owners' Constructed Area.

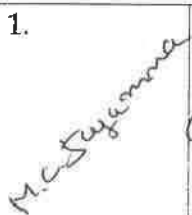
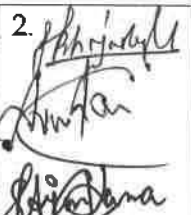
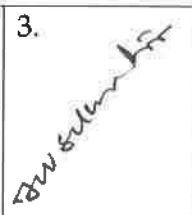
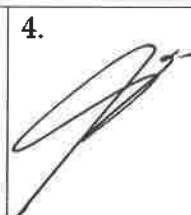
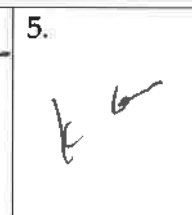
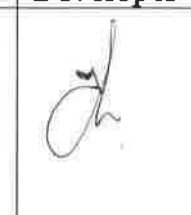
- 8.4. Each of the Parties and/ or their nominees shall be liable to pay the service and departmental charges, and deposits payable to the Bangalore Electricity Supply Company Ltd. (BESCOM), Bangalore Water Supply & Sewerage Board (BWSSB) and other relevant Government Authorities on the respective Parties' share in the Project and the Project Constructed Area. In the event of the sale of the Apartment units comprised in the Owners' Share by the Second Party/ Developer, the Second Party/ Developer shall be entitled to collect the charges and deposits payable as mentioned in Clause 8.3 from the Prospective Purchasers of Apartment units comprised in the Owners' Share.

Owners					Developer
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- 8.5. It is agreed and confirmed that the First Parties/ Owners shall make the payment of their respective share of such charges with respect to unsold Apartment units of the respective First Parties/ Owners to the Second Party/ Developer, upon completion of the Project and handover of the Owners' Constructed Area along with the refund of the interest free refundable Security Deposit by the respective First Parties/ Owners to the Second Party/ Developer. The Second Party/ Developer shall submit with the concerned Department, the amount attributable to First Party/ Owners' share on behalf of the First Parties/ Owners. In the event any of the First Parties/ Owners cause any delay or default in making payment of their respective share of such charges with respect to unsold Apartment units of the respective First Parties/ Owners to the Second Party/ Developer, such of the First Parties/ Owners shall be severally liable to pay such amounts to the Second Party/ Developer and to indemnify the Second Party/ Developer against any losses or claims incurred/ suffered by the Second Party/ Developer due to such delay in payments.
- 8.6. Notwithstanding anything to the contrary contained elsewhere in this Agreement, and in addition to the foregoing, it is expressly agreed and confirmed that in the event of any delay by the First Parties/ Owners in making payment of their respective share of deposits and charges towards electricity, sanitary and water connections payable to the Bangalore Electricity Supply Company Ltd. (BESCOM), Bangalore Water Supply & Sewerage Board (BWSSB) towards their respective share of the Owners' Constructed Area, including in respect of payment of applicable Goods and Services Tax ("GST") towards their respective share of the Owners' Constructed Area, the Second Party/ Developer shall have the right to hold and retain such number of Apartment units as identified in the Area Sharing Agreement from out of the respective entitlements of the First Parties/ Owners in the Owners' Share allotted to the share of such of the First Parties/ Owners and to hand over the

Owners					Developer
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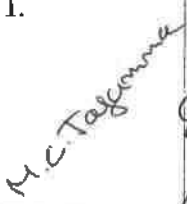
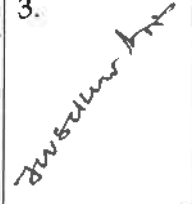
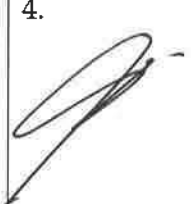
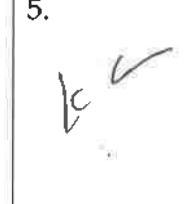
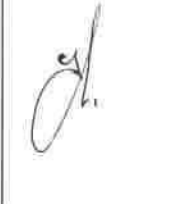
same only upon full payment by the First Parties/ Owners of their respective share of deposits towards electricity, sanitary and water connections payable to BESCOM, BWSSB and other relevant Government Authorities, and upon full payment of applicable GST towards their respective share of the Owners' Constructed Area. Further, in the event of any default or failure on the part of the First Parties/ Owners in making payment of their respective share of deposits and charges payable to BESCOM, BWSSB, or in making full payment of applicable GST towards their respective share of the Owners' Constructed Area as and when the same becomes due and payable, the Second Party/ Developer shall, after Completion of Construction, call upon the First Parties/ Owners by written notice to cure such default and make good the aforesaid payments due to the Second Party/ Developer within a period of 90 (ninety) days, failing which the Second Party/ Developer shall have the right (but not the obligation) to sell or otherwise dispose of by way of sale, gift, lease, mortgage, exchange or otherwise such number of unsold Apartment units from out of the respective entitlements of the First Parties/ Owners in the Owners' Constructed Area allotted to the share of such of the First Parties/ Owners, towards recovery of the aforesaid amounts that are due, payable and owing by such of the First Parties/ Owners to the Second Party/ Developer as set forth herein above; and the First Parties/ Owners shall not have any objections whatsoever to the same. The rights of the Second Party/ Developer under this clause to retain and sell the Owners' Constructed Area shall apply only to the constructed areas/ Apartment units of the defaulting First Parties/ Owners in refunding the amounts to the Second Party/ Developer as mentioned hereinabove and that the Second Party/ Developer shall not have any right to retain/ sell the Apartment units of the other First Parties/ Owners who have refunded their respective share of the deposits and charges as mentioned hereinabove to the Second Party/ Developer.

Owners					Developer
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- 8.7. The First Parties/ Owners further expressly agree that after obtaining the Occupancy Certificate for the Project, the Second Party/ Developer shall also be entitled to appropriate the dues outstanding from the sale consideration accruing from the sale of any of the Apartment units from out of the respective entitlements of the defaulting First Parties/ Owners in the Owners' Share allotted to the share of such of the defaulting First Parties/ Owners, towards recovery of the aforesaid amounts that are due, payable and owing by such of the defaulting First Parties/ Owners to the Second Party/ Developer as set forth herein above; and such of the defaulting First Parties/ Owners shall not have any objections whatsoever to the same. After appropriating the dues as mentioned above, any balance sale consideration shall be paid by the Second Party/ Developer to the defaulting First Parties/ Owners immediately upon receipt and appropriation.

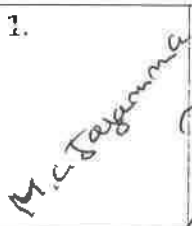
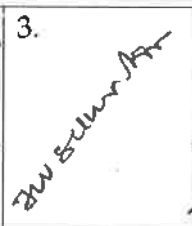
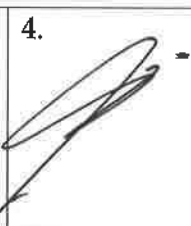
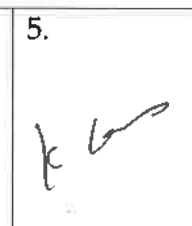
9. APPOINTMENT OF ARCHITECTS, CONTRACTORS AND ENGINEERS:

- 9.1. The Second Party/ Developer shall be entitled to appoint architects, contractors, engineers and other consultants to execute the development and construction works on its behalf as it deems fit, provided that the Second Party/ Developer alone shall be liable to fulfil the terms and conditions and the obligations as set forth herein.
- 9.2. In case of disputes between the Second Party/ Developer and/or its contractors, architects, engineers and other workmen and suppliers of materials and all other persons who are engaged or employed in the development of the Schedule Property, the same shall be paid and settled by the Second Party/ Developer, who alone shall be liable and answerable for their claims, if any. The First Parties/ Owners shall have no liability whatsoever in this behalf as regards their share under this Agreement. The Second Party/ Developer hereby agrees to keep the First Parties/ Owners

Owners					Developer
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fully indemnified and harmless against all such claims, if any, and also agrees to reimburse the First Parties/ Owners for any expenses incurred in defending any such claim/action in this regard.

- 9.3. In case of any accidents or injury or death of any workmen or other party during the construction upon the Schedule Property or elsewhere in relation to the development of the Schedule Property under this Agreement, the Second Party/ Developer alone shall be liable and answerable for claims, if any, and the First Parties/ Owners shall have no liability whatsoever in this regard. The Second Party/ Developer hereby agrees to keep the First Parties/ Owners fully indemnified and harmless against all such claims, if any, and also agrees to reimburse the First Parties/ Owners for any expenses incurred in defending any such claim/action in this regard.
- 9.4. The Second Party/ Developer shall comply with all labour laws, insurance laws and all other applicable rules and regulations during the course of development of Project on the Schedule Property; and further, the Second Party/ Developer shall be fully responsible for all the consequences in case of any breach of such laws. The Second Party/ Developer shall also ensure that the civil contractor who is entrusted with the contract of constructing the Multi-storied Residential Apartment Building Complex on the Schedule Property secures the welfare of its workers by procuring valid and required insurance coverage, viz., contractors' all risk policy, Workmen's Compensation Insurance, etc. The First Parties/ Owners shall have no liability whatsoever in this regard. The Second Party/ Developer hereby agrees to keep the First Parties/ Owners fully indemnified and harmless against all such claims, if any, and also agrees to reimburse the First Parties/ Owners for any expenses incurred in defending any such claim/ action in this regard.

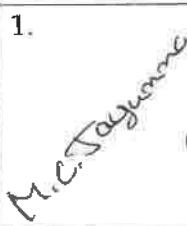
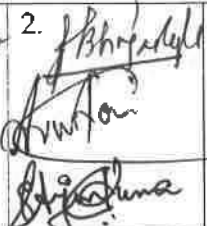
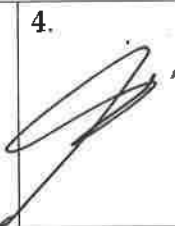
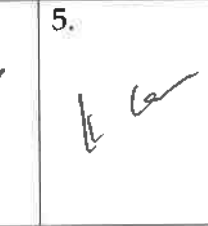
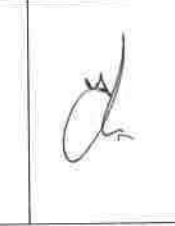
Owners					Developer
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9.5. All items of plant and machinery, tools and implements, stores and materials or such other materials that the Second Party/ Developer and/or its contractors, workmen and other agencies have brought into the Schedule Property for the development and construction of the Multi-storied Residential Apartment Building Complex upon the Schedule Property shall remain as its/ their exclusive property at all times and they shall be entitled to remove the same any time. The First Parties/ Owners shall have no claims or lien whatsoever on any such items of plant and machinery, tools and implements, stores and materials at any time. The Second Party/ Developer shall move its equipment and machinery into the Schedule Property without damaging the environment and without causing any inconvenience to the other persons residing/carrying on business within the vicinity of the Schedule Property.

10. SHARING OF BUILT-UP AREA:

10.1. In consideration of the First Parties/ Owners agreeing to transfer the Developer's Land Share by way of sale or otherwise, to the Second Party/ Developer and/or its nominee/s and/or its assignee/s under one or several documents, the Second Party/ Developer shall at its cost and expense develop the Schedule Property and construct the Project and complete the construction of the Owners' Constructed Area for the absolute use and/or benefit and ownership and enjoyment of the First Parties/ Owners in proportion to their respective entitlements in the Owners' Constructed Area, as detailed in Clause 6.3 above.

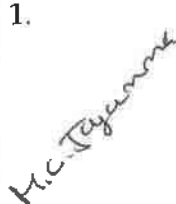
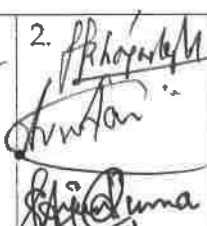
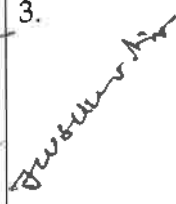
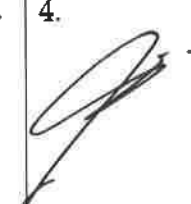
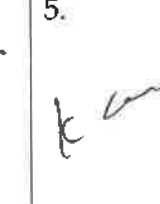
10.2. Upon delivery to the First Parties/ Owners of their respective entitlements in the Owners' Constructed Area as aforesaid, the Developer's Land Share shall belong to the Second Party/ Developer and/or its nominee/s and/or its assignee/s absolutely.

Owners					Developer
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- 10.6. Any discrepancies in the extent of allotment to the First Parties/ Owners of their respective entitlements in the Owners' Constructed Area or in respect of the Developer's Share as aforesaid, which are discovered after the completion of construction, shall be adjusted and resolved by means of monetary compensation calculated at such rate as mutually agreed by the Parties for the extent of such discrepancy. It is clarified that in the event the actual area allotted is more than the respective entitlement in the Owners' Constructed Area or in respect of the Developer's Share, the respective Owner shall be liable to pay the monetary compensation amount as calculated above to the Second Party/ Developer or by the Second Party/ Developer to the respective Owner at the time of handing over of the Owners' Constructed Area.

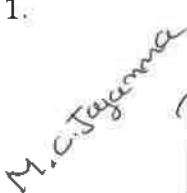
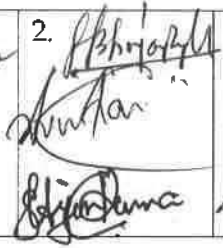
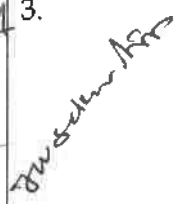
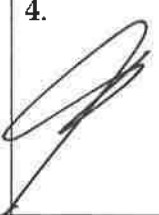
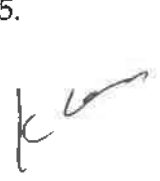
11. COMMENCEMENT AND COMPLETION OF CONSTRUCTION:

- 11.1. The Second Party/ Developer shall obtain all necessary permissions and sanctions for the construction of the Project expeditiously and shall endeavour to obtain the Sanctioned Plans for construction and development of the Project on the Schedule Property within a period of 3 (Three) months from the date of signing this Agreement, subject to the First Parties/ Owners providing all information/ documents and consents to the Developer as may be required by the Developer and the Governmental Authority to obtain the Sanctioned Plans.
- 11.2. The Second Party/ Developer shall commence construction on the Schedule Property within a period of 60 (sixty) days from the date of obtaining the Sanctioned Plans for construction and development of the Project on the Schedule Property ("**Commencement of Construction**").

Owners					Developer
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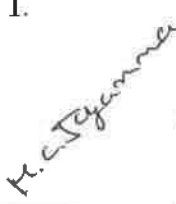
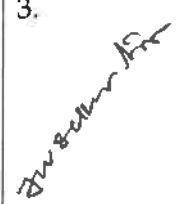
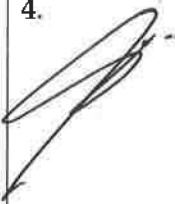
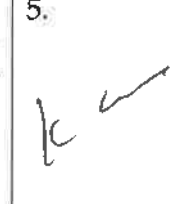
11.3. The Second Party/ Developer shall achieve Completion of Construction in accordance with the Specifications and the Sanctioned Plans, and hereby agrees to obtain the Occupancy Certificate for the Project within a period of 36 (thirty-six) months along with a grace period of 6 (six) months as detailed in Clause 11.4 below, from the date of Commencement of Construction in terms of this Agreement. However, the Second Party/ Developer shall not incur any liability for any delay in obtaining the Occupancy Certificate for the Project and/ or handover/ offer of handover of the Owners' Constructed Area by the Second Party/ Developer by reason of Force Majeure, including but not limited to Governmental restrictions, change in Government policies preventing development of properties and/or civil commotion, transporters' strike, acts of God, epidemics or pandemics, or due to any injunction or prohibitory order (not attributable to any action of the Second Party/ Developer), each of such event constituting a Force Majeure. In case of any of the aforesaid Force Majeure events continuing beyond 15 (fifteen) days, the Second Party/ Developer shall intimate the First Parties/ Owners of the Force Majeure event and its inability to continue with the development of the Project and the Second Party/ Developer shall be entitled to corresponding extension of time for completion and delivery of the said Owners' Constructed Area. It is clarified that the Project may be constructed in phases at the discretion of the Second Party/ Developer and the Occupancy Certificate shall be obtained for each of such phase, which shall be deemed to be Completion of Construction for such phase. The Second Party/ Developer, at its discretion, may offer to handover/ handover the Owners' Constructed Area to the First Parties/ Owners for each such phase.

11.4. In the event of any delay in achieving Completion of Construction of the Project, other than for the reasons stated above, the Second Party/ Developer shall be entitled to a grace period of 6 (six) months beyond the stipulated period of 36 (thirty-six) months from the date of Commencement of

Owners					Developer
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Construction in terms of this Agreement for Completion of Construction and obtaining the Occupancy Certificate for the Project.

- 11.5. In case of any further delay in Completion of Construction of the Project beyond the grace period of 6 (six) months as aforesaid, the Second Party/ Developer undertakes to pay to the First Parties/ Owners collectively, the sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) every month as damages for the period of delay till the date of obtaining the Occupancy Certificate for the Project and handover / offer of handover of the Owners' Constructed Area.
- 11.6. Subject to the terms of this Agreement, in the event the Completion of Construction of the Project is delayed for an unforeseen period of time and the Second Party/ Developer is rendered incapable of completion, the Parties may mutually decide that the Project be completed by the First Parties/ Owners themselves or by appointing another developer/ contractor at its own costs. In such a scenario:
- (i) The Second Party/ Developer shall vacate the Schedule Property and remove its labour, equipment and other material from the Schedule Property;
 - (ii) The Parties shall appoint an independent reputed valuer for evaluating the Project and deducing market value by taking into consideration the market value of unsold Apartment units in the Project plus outstanding Project receivables to be realised from sold Apartment units in the Project less outstanding Project Cost to be incurred;
 - (iii) Based on the market value ascertained by the valuer, both the Parties shall enter into a settlement agreement on mutually agreed terms and

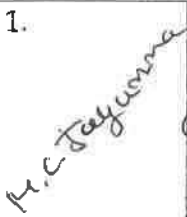
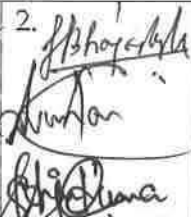
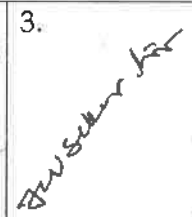
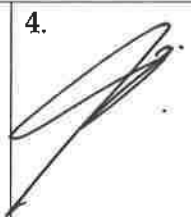
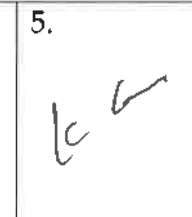
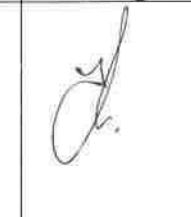
Owners					Developer
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conditions to record the exit and entitlement of the Second Party/ Developer.

- 11.7. If the delay or stoppage of work is on account of the First Parties/ Owners' acts of omission or commission or interference in the development, the Second Party/ Developer shall be entitled to proportionate extension of time with respect to completion of the work. However, if the delay or stoppage of work is on account of the Second Party/ Developer's acts of omission or commission, the Second Party/ Developer shall not be entitled to extension of time for completion.
- 11.8. Upon the Completion of Construction of the Project, including the Owners' Constructed Area, and obtaining the Occupancy Certificate for the Project or part thereof, the Second Party/ Developer shall intimate the same in writing to the First Parties/ Owners within 15 (fifteen) days from the date of completion and obtaining the Occupancy Certificate for the Project. The First Parties/ Owners or their nominee/s or assignee/s shall thereafter be entitled to receive delivery of the Owners' Constructed Area in terms of this Agreement against payment of the amounts agreed to be paid herein in proportion to the ownership entitlements identified thereto. The Parties agree for the joint inspection of the Owners' Constructed Area before delivery of the same.

12. COVENANTS AND INDEMNITY BY THE OWNERS:

- 12.1. The First Parties/ Owners shall keep the Second Party/ Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings or third party claims that may arise against the Second Party/ Developer on account of any delay in or want of title or any delay caused due to any act of omission or commission of the First Parties/ Owners; and the

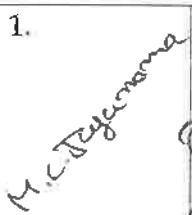
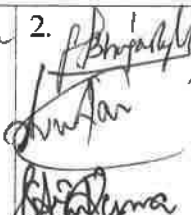
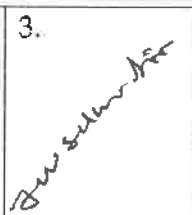
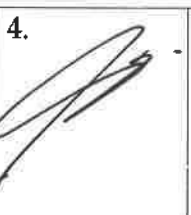
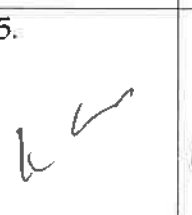
Owners					Developer
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First Parties/ Owners shall also be liable to make good any and all direct costs and expenses incurred by the Second Party/ Developer in relation to the development of the Project, including costs incurred towards architectural designs, loss of cost of construction and development undertaken, together with interest thereon and damages and claims arising out of defective title or on account of acts of omissions and commissions on the part of the First Parties/ Owners in relation to the Schedule Property. The Second Party/ Developer shall, immediately after coming to know about the defect in title or third-party claims or any acts of omission or commission by the First Parties/ Owners, make a written intimation of the same to the First Parties/ Owners, who shall answer and settle or clear such claims within 30 (thirty) days of service of notice and prevent any delay in development by the Second Party/ Developer. The Parties herein agree that the assessment of the losses/claims as aforesaid shall be done by the Second Party/ Developer either directly or through an independent professional appointed by the Second Party/ Developer for the said purpose and the said assessment shall be final and binding on the Parties hereto.

12.2. The First Parties/ Owners hereby agree and declare that the Second Party/ Developer has entered into this Agreement expressly on the faith and strength of such declaration that the First Parties/ Owners have clear and marketable title to the Schedule Property free from all Encumbrances, and that there is no other person/s interested in the Schedule Property.

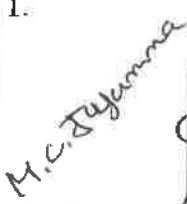
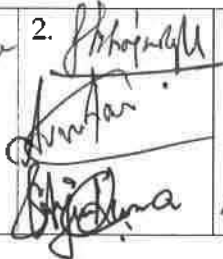
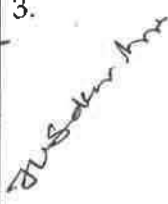
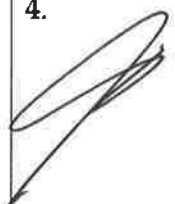
12.3. The First Parties/ Owners hereby confirm that their representations, warranties and confirmations as set out in this Agreement are true and correct; and shall continue to be true and correct for all times to come.

12.4. The First Parties/ Owners shall indemnify and keep indemnified, defend, protect and hold the Second Party/ Developer harmless from and against any

Owners					Developer
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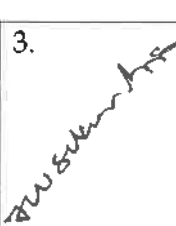
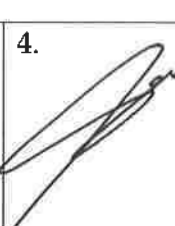
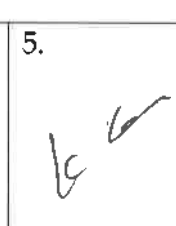
and all claims, demands, losses, damages, liabilities, fines, penalties, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees and costs arising due to (i) breach of any of the said representations and warranties; or (ii) breach of any obligation or covenant or undertaking agreed to be done or undertaken by the First Parties/ Owners.

- 12.5. The First Parties/ Owners shall not encumber the Schedule Property nor deal with or dispose of the Schedule Property or any interest or portions therein or part with their possession nor shall grant any license to use the Schedule Property which will prejudice the rights of the Second Party/ Developer.
- 12.6. The First Parties/ Owners shall not grant any power/s of attorney to deal with the Schedule Property in any manner whatsoever inconsistent with this Agreement except in the normal course of the First Parties/ Owners' transactions and for sale of their exclusive share. However, the aforesaid shall not impair the rights of the First Parties/ Owners to independently deal with their respective shares of the Owner's Constructed Area in the Schedule Property by themselves and/or through their power/s of attorney in terms of this Agreement.
- 12.7. The First Parties/ Owners have entrusted the Schedule Property to the Second Party/ Developer for development and for sale of the Developer's Share for their benefit and any breach committed by the First Parties/ Owners will affect the Project and development of the Schedule Property which will consequently expose the Second Party/ Developer to third party claims, risk and losses. In view of the same, the First Parties/ Owners specifically assure and covenant with the Second Party/ Developer that they will not commit any breach of the terms of this Agreement or agreements to be executed hereafter. The First Parties/ Owners further agree that, in the event of any breach

Owners					Developer
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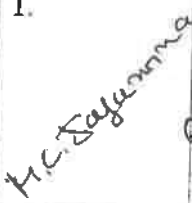
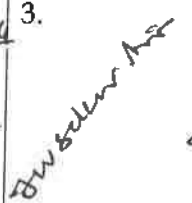
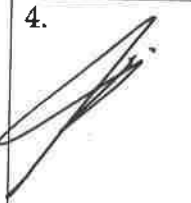
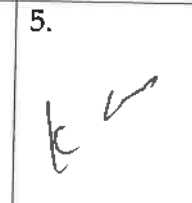
committed by them, they shall be liable and responsible for all claims suffered by the Second Party/ Developer arising on account of such breach.

- 12.8. The First Parties/ Owners covenant with the Second Party/ Developer, that the Second Party/ Developer and/or any transferee/s of the Second Party/ Developer including Prospective Purchasers, shall enjoy the Developer's Share or any part thereof and all the common areas and facilities in the Schedule Property with proportionate undivided share in the land without any let or hindrance whatsoever from the First Parties/ Owners or any person claiming through or under them. The Second Party/ Developer shall have the absolute right to transfer whole or any part of the Developer's Share in the Project and the Schedule Property (in accordance with the terms of this Agreement) after delivery of the Owner's Constructed Area. The First Parties/ Owners hereby undertake to execute, at the cost of the Second Party/ Developer and/or its assignees as the case may be, all such deeds, documents, agreements, covenants and writings as may be required by the Second Party/ Developer and/or its assignees for securing and perfecting the title to the Developer's Share in the Project and the Schedule Property.
- 12.9. The First Parties/ Owners jointly and severally, confirm that any disagreements/ disputes inter se amongst all or some of them shall not hinder or hamper the rights conferred by them to the Second Party/ Developer, the Schedule Property and the Project. They shall, jointly and severally keep the Second Party/ Developer harmless and indemnified against any and all costs, claims, suits, litigations, charges, etc. that may be incurred and/ or suffered by or imposed upon the Second Party/ Developer, the Project and/ or the Schedule Property or part thereof, as the case may be, and shall ensure that the Project is completed by the Second Party/ Developer as agreed in this Agreement.

Owners					Developer
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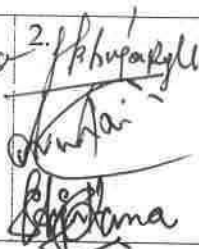
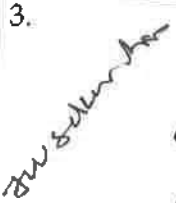
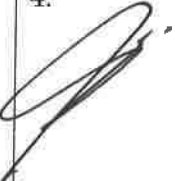
13. COVENANTS AND INDEMNITY BY THE DEVELOPER:

- 13.1. The Second Party/ Developer shall keep the First Parties/ Owners fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the First Parties/ Owners and/or the Owners' Constructed Area in the Schedule Property and the Multi-storied Residential Apartment Building Complex to be constructed thereon by reason of any failure on the part of the Second Party/ Developer to discharge its liabilities/obligations as agreed under this Agreement and for the reasons mentioned in Clauses 13.2, 13.3, 13.5 and 13.6 hereinbelow. Further, the Second Party/ Developer shall be liable and responsible to the Government (State and Central), BBMP, Bangalore Development Authority, Bangalore Electricity Supply Company Ltd. (BESCOM), Bangalore Water Supply and Sewerage Board (BWSSB) and other authorities for non-compliance of all the statutory requirements regarding construction and providing amenities/ facilities therein, except as agreed in this Agreement.
- 13.2. The Second Party/ Developer shall also be liable and responsible for third party claims of Prospective Purchasers of Apartment units comprised in the Owners' Constructed Area on account of breach by the Second Party/ Developer of the terms of this Agreement.
- 13.3. The Second Party/ Developer further agrees and covenants with the First Parties/ Owners that any breach committed by the Second Party/ Developer will affect the Project and development of the Schedule Property, which may consequently expose the First Parties/ Owners to third party claims, risk and losses. In view of the same, the Second Party/ Developer assures and covenants with the First Parties/ Owners that the Second Party/ Developer will not commit any breach of the terms of this Agreement or agreements to be executed hereafter pertaining to the development of the Project on the

Owners					Developer
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Schedule Property. The Second Party/ Developer further agrees that in the event of any breach committed by the Second Party/ Developer, it shall be solely liable and responsible for all claims suffered by the First Parties/ Owners on account of such breach and it will promptly perform its part of the obligations stipulated under this Agreement without committing any default.

- 13.4. The Second Party/ Developer may terminate this Agreement if the First Parties/ Owners are in breach of this Agreement having a material adverse effect on the rights and obligations of the Second Party/ Developer and/or if there are any third-party claims over the Schedule Property or part thereof or if there is any restraint order by a Court of competent jurisdiction affecting the rights of the Second Party/ Developer hereunder; provided, however, the Second Party/ Developer shall issue prior notice of such termination and the First Parties/ Owners have failed to rectify such breach/ settle such claims within 90 (ninety) days from the date of receipt of the said notice of termination. Upon any such termination of this Agreement, the First Parties/ Owners shall be liable to make good any and all direct costs and expenses incurred by the Second Party/ Developer in relation to the development of the Project, including costs incurred towards architectural designs, loss of cost of construction and development undertaken, together with interest thereon and damages and claims arising out of defective title or on account of acts of omissions and commissions on the part of the First Parties/ Owners in relation to the Schedule Property; and the First Parties/ Owners shall refund the total costs and expenses incurred on the development of the Schedule Property along with the stamp duty and registration fee expended, and the entire amounts deposited or paid by the Second Party/ Developer to the First Parties/ Owners under this Agreement and/ or under any subsequent agreement executed between the Parties. In such circumstance, the Second Party/ Developer shall have first charge over the Schedule Property till the amounts are refunded in full. In the event of a delay beyond 90 (ninety) days

Owners					Developer
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M.C. Suganma					

in refunding the aforementioned amounts, the First Parties/ Owners shall be liable to pay 15% interest per annum on the delayed payment to the Second Party/ Developer from the date of termination, till the actual date of payment of such amounts. In the event the First Parties/ Owners or any one of them is unable to refund these amounts within a period of 90 (ninety) days, the Second Party/ Developer shall have the first charge on the Schedule Property and the Apartment units of the defaulting First Parties/ Owners and shall be entitled to sell/ dispose off such Apartment units in the Schedule Property, or the Schedule Property or part thereof, as the case may be, to retrieve the amounts due to it.

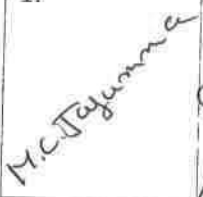
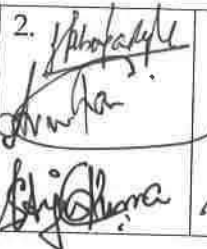
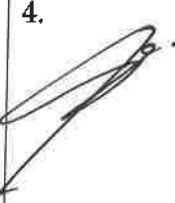
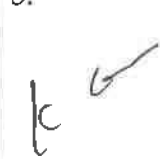
- 13.5. The Second Party/ Developer shall be solely responsible for all statutory compliances including under the RERA and Rules framed thereunder pertaining to the construction and development of the Project on the Schedule Property and its completion and sale of the Developer's Share thereof.
- 13.6. The Second Party/ Developer hereby agrees and acknowledges that the First Parties/ Owners have entered into this Agreement expressly on the faith and strength of the representations and warranties made herein by the Second Party/ Developer with respect to its expertise in real estate development and in respect of construction and development of the Project on the Schedule Property in accordance with the terms of this Agreement. The Second Party/ Developer hereby confirms that its representations, warranties and confirmations as set out in this Agreement are true and correct and shall continue to be true and correct for all times to come. The Second Party/ Developer shall indemnify and keep indemnified, defend, protect and hold the First Parties/ Owners harmless from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees and costs arising due to (i) breach of any of the said representations and warranties; or

Owners					Developer
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M.C. Jayarama	Phayislyh Pranata Phayama	Susela Ate			

(ii) breach of any obligation or covenant or undertaking agreed to be done or undertaken by the Second Party/ Developer in terms contained herein.

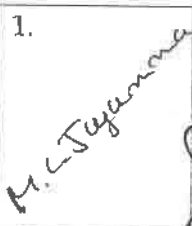
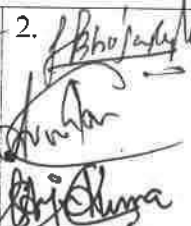
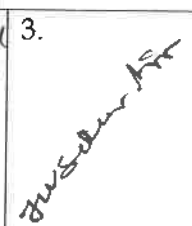
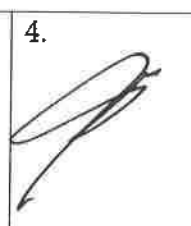
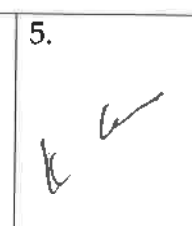
14. TRANSFER OF DEVELOPER'S CONSTRUCTED AREA:

- 14.1. The Second Party/ Developer, upon procurement of all applicable licenses and approvals from the Governmental Authorities in terms of Applicable Laws, shall be entitled to enter into agreements to agree to transfer, agree to sell and/or agree to lease and also sell, transfer, lease or otherwise dispose of the undivided share in the land of the Schedule Property, which will be proportionate to the built-up areas allocated to the Second Party/ Developer in the Project constructed on the Schedule Property and forming part of the Developer's Constructed Area, with or to persons intending to own built-up areas and/or occupy on lease or otherwise and receive the consideration thereunder and enter into Agreements/conveyances with them. However, the execution and registration of the sale deed(s) and handing over of possession of the Apartment units to the Prospective Purchaser/s in respect of the Apartment units allocated to the Developer's Share shall be made only after securing the Occupancy Certificate for the Project and upon delivery/ offer of delivery of the Owners' Constructed Area by the Second Party/ Developer.
- 14.2. The stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of the deed/s of conveyance and/or other documents relating to the Apartment units allocated to the Developer's Constructed Area and the Developer's Land Share, viz., the proportionate undivided share of land in Schedule Property to be conveyed to the Second Party/ Developer and/or its nominee/s and assignee/s or Prospective Purchasers shall be borne by the Developer and/or its nominee/s and assignee/s or Prospective Purchasers. Similarly, what is applicable to the Owner's Constructed Area shall be borne by the First Parties/ Owners and/or

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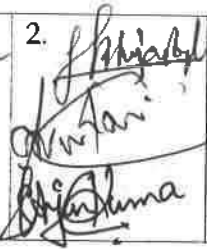
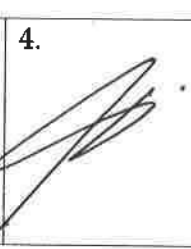
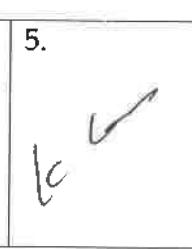
Developer to the First Parties/ Owners that the Owners' Constructed Area is ready for delivery and occupation, being complete in all respects.

- 15.3. It is hereby agreed that from the date of Completion of Construction of the whole of Owners' Constructed Area and the same being ready for occupation based on the Second Party/ Developer satisfying the compliances of the relevant clauses in terms of this Agreement and for which a notice is given by the Second Party/ Developer to the First Parties/ Owners, whether possession of the same is taken by the First Parties/ Owners or not, the First Parties/ Owners shall be liable to pay municipal property taxes for the same and also pay all outgoings in respect of the Apartment units allocated to the Owners' Constructed Area, such as insurance, taxes, cesses, maintenance, electrical and water charges in proportion to the Owner's Share.
- 15.4. Till such time as the apartment owners' association is formed in terms of the Applicable Laws and a maintenance agency is appointed by such apartment owners' association, the Second Party/ Developer shall, through itself or through a third party agency maintain the Project and the Prospective Purchasers shall pay the charges, as determined by the Second Party/ Developer or the appointed maintenance agency, due towards maintenance services to the Second Party/ Developer or the maintenance agency so appointed, as the case may be.
- 15.5. The Parties agree that the Prospective Purchasers of Apartment units in the Project shall be liable to bear and pay to the Second Party/ Developer any charges collected towards maintenance deposits, deposits towards water, sewerage and electricity connections, infrastructure charges, membership fee for club house and use of common amenities, and common expenses as applicable, stamp duty, registration fee, legal and other costs, Goods and Services Tax (GST), and other applicable taxes charged on the Prospective

Owners					Developer
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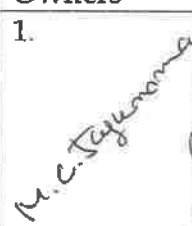
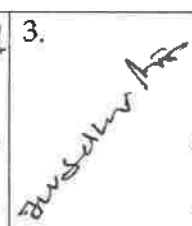
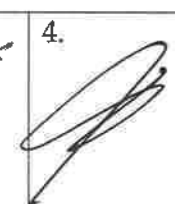
Purchasers of the Apartment units, which shall be determined solely by the Second Party/ Developer and shall be payable by the Prospective Purchasers of the Apartment units directly to the account of the Second Party/ Developer, including in respect of the Apartment units allocated to the Owners' Constructed Area in the Project.

- 15.6. It is however agreed that the First Parties/ Owners will not be liable for payment of deposits, fees or infrastructure charges payable towards electricity, sanitary and water connections from BWSSB and BESCOM or any GST thereon in respect of the Owners' Personal Units from the Owners' Constructed Area allotted to the share of each of the First Parties/ Owners.
- 15.7. The First Parties/ Owners after possession of the Owners' Constructed Area is handed over to the First Parties/ Owners by the Second Party/ Developer, shall not do or suffer to be done anything in or to the Owners' Constructed Area, and/or common areas and passages of the Project which may be against law or which will cause obstruction or interference to the users of such common areas. The First Parties/ Owners and/or their transferees in regard to the Owners' Constructed Area and the Second Party/ Developer and/or its nominees in respect of the Developer's Constructed Area, shall become members of the apartment owners association to be formed by all the holders/ owners of Apartment units for the purpose of attending to maintenance and safety of the building and all matters of common interest and concern and shall observe and perform the terms/conditions/bye-laws/rules/regulations of such association.
- 15.8. It is expressly agreed that with respect to the Apartment Unit/s falling to the Developer's Share, the Developer and/ or the purchaser(s)/ transferee(s) of the said Apartment Unit/s shall be liable for payment of Goods and Services

Owners					Developer
1. M. C. Jayamma	2. 	3. 	4. 	5. 	

Tax ("GST") and other applicable taxes in respect of the said Apartment unit/s that are the subject matter of such sale.

- 15.9. The First Parties/ Owners agree to pay GST on the Apartment unit/s transferred to the Owners' Constructed Area accruing to the First Parties/ Owners, except as provided in this Agreement.
- 15.10. It is hereby agreed that in the event the First Parties/ Owners elect to sell the Apartment unit/s falling to the Owners' Constructed Area prior to completion of the Project, the Prospective Purchaser(s)/ transferee(s) of the said Apartment unit/s shall be liable for payment of GST in respect of such Apartment unit that are sold, and it is also expressly agreed that the Second Party/ Developer will be solely responsible for collection, remittance and filing of GST to the relevant authorities.
- 15.11. The First Parties/ Owners further expressly agree that they shall be liable to pay at actuals subject to a maximum of Rs. 250/- per square foot of the Owners' Constructed Area, towards GST incurred by the Second Party/Developer for construction of the Owners' Constructed Area. It is expressly understood between the Parties that neither Party will be adversely affected by any change in the GST Laws and shall bear the GST liability towards their respective constructed areas in the Project.
- 15.12. The payment of fees, charges etc., mentioned in the above clauses or any other charges mentioned elsewhere in this Agreement shall be made by the First Parties/ Owners and/or the Prospective Purchasers of the Apartment unit/s falling to the Owners' Constructed Area, to the Second Party/ Developer within 30 (thirty) days from the date of demand by the Second Party/ Developer and upon presentation of the appropriate records of recurring

Owners					Developer
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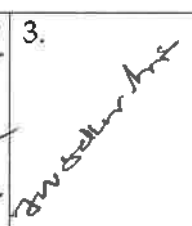
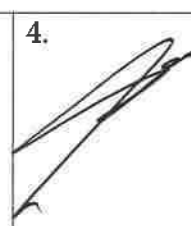
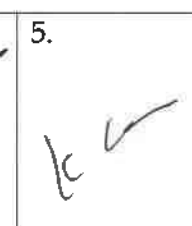
utility costs incurred according to the Rules of the Apartment Owners Association.

- 15.13. After Completion of Construction of the Project, the Second Party/ Developer shall, at its cost and expenses, be solely responsible to get the entire building assessed to municipal property taxes and ensure assignment of sub-municipal numbers for each Apartment unit in the said Project. However, the First Parties/ Owners shall be liable to pay property taxes in respect of the Owners' Constructed Area from the date of delivery of possession/ offer of delivery, whichever is earlier, of the same by the Second Party/ Developer to the First Parties/ Owners. The costs associated with assignment of sub-municipal numbers for each Apartment unit in the Project will be borne by the Prospective Purchaser/s of the said Apartment unit/s or will be borne by the First Parties/ Owners or Second Party/ Developer for their respective shares of unsold units.

16. **DEPOSITS:**

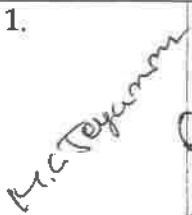
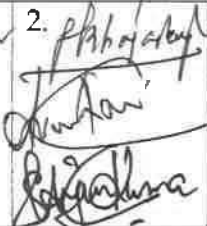
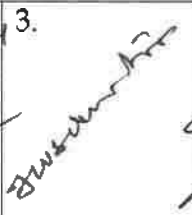
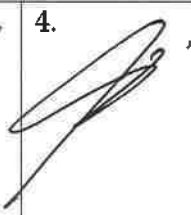
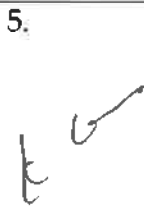
In consideration of the rights conferred upon by the First Party/ Owner to the Second Party/ Developer in terms of this Agreement and in addition to delivery of the Owners' Constructed Area as aforesaid, the Second Party/ Developer has deposited as and by way of an Interest Free Refundable Deposit/ Interest Free Non-Refundable Deposit with each of the First Parties/ Owners, under the following terms and conditions:

- 16.1. Interest Free Refundable Deposit to guarantee performance of all terms and obligations as contained in this Agreement by the Second Party/ Developer.
- 16.2. The Interest Free Refundable Deposit has been paid to the First Parties/ Owners by the Second Party/ Developer in the manner as detailed in

Owners					Developer
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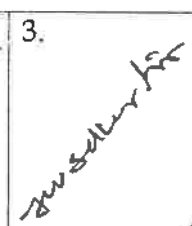
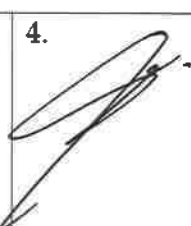
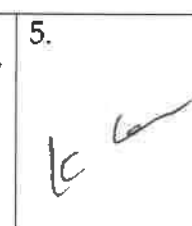
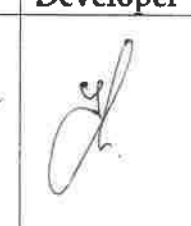
Annexure III hereto, the receipt of which is duly acknowledged by each of the First Parties/ Owners. Further, an Interest Free Non-Refundable Deposit has been paid to the Owner No. 1 (Mrs. M.C. Jayamma) by the Second Party/ Developer in the manner as detailed in Annexure III hereto, the receipt of which is duly acknowledged by the Owner No. 1 (Mrs. M.C. Jayamma).

- 16.3. The Interest Free Refundable Deposit shall be refunded by the First Parties/ Owners upon Completion of Construction of the Multi-storied Residential Apartment Building Complex in all respects and obtaining the Occupancy Certificate and in any event within 90 (ninety) days from the date of Completion of Construction. If the Interest Free Refundable Deposit is not refunded to the Second Party/ Developer by the First Parties/ Owners within 90 (ninety) days from the date of the Completion of Construction, then the defaulting First Parties/ Owners shall be liable to refund the same together with interest thereon at the rate of 15% per annum from the due date till the date of actual refund thereof.
- 16.4. The Parties hereby expressly agree that notwithstanding the foregoing and the obligation and liability of the First Parties/ Owners to duly refund the Interest Free Refundable Deposits to the Second Party/ Developer, the First Parties/ Owners expressly agree that in order to secure the refund of the amount of Interest Free Refundable Deposits paid by the Second Party/ Developer, the Second Party/ Developer shall be entitled to withhold and retain possession of the Owners' Personal Units and/or such number of Apartment units from out of the respective entitlements of the First Parties/ Owners in the Owners' Constructed Area, as more fully identified in the Area Sharing Agreement, till such time the entire amount of Interest Free Refundable Deposits owed by the First Parties/ Owners has been duly refunded to the Second Party/ Developer.

Owners					Developer
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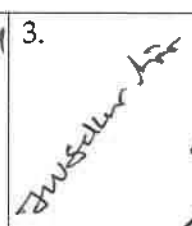
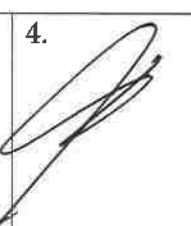
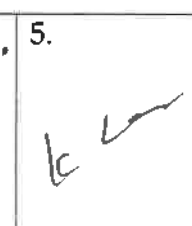
16.5. It is expressly agreed and understood by the First Parties/ Owners that in the event of any default or failure on the part of any of the First Parties/ Owners to refund the amount of Interest Free Refundable Deposits owed by them to the Second Party/ Developer, or any portion thereof, within 90 (ninety) days from the date of Completion of Construction, the Second Party/ Developer shall be entitled to sell or otherwise dispose of by way of sale, gift, lease, mortgage, exchange or otherwise such of the Owners' Personal Units and/or such number of Apartment units from out of the respective entitlements of the defaulting First Parties/ Owners in the Owners' Constructed Area, as more fully identified in the Area Sharing Agreement or part thereof, together with the proportionate undivided share, right, title, interest and ownership in the land comprised in the Schedule Property and together with proportionate share of car parking spaces in the Multi-storied Residential Apartment Building Complex to be constructed in the Schedule Property, by exercising the powers granted to the Second Party/ Developer under the General Power of Attorney executed on this day by the First Parties/ Owners in favour of the Second Party/ Developer.

16.6. The Parties hereby expressly agree that the sale consideration received by the Second Party/ Developer in respect of sale of the Owners' Personal Units and/ or Apartment unit/s of the defaulting First Parties/ Owners as mentioned in Clause 16.5, shall be adjusted against the amount of Interest Free Refundable Deposits owed by the defaulting First Parties/ Owners to the Second Party/ Developer, or any portion thereof, calculated at the then market price that would fetch on sale of the identified Apartment unit/s of the defaulting First Parties/ Owners. In the event the sale consideration received by the Second Party/ Developer in respect of sale of the Owners' Personal Units and/ or Apartment units of the First Parties/ Owners exceeds the amount of Interest Free Refundable Deposits plus the related incidental expenses incurred in respect of such sale of the Owners' Personal Units and/

Owners					Developer
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or Apartment units of the First Parties/ Owners including legal costs, brokerage fee, etc., owed by each of the First Parties/ Owners to the Second Party/ Developer, the excess amount shall be made over and paid to such of the First Parties/ Owners; however, if the sale consideration received by the Second Party/ Developer in respect of sale of the identified Apartment units of the defaulting First Parties/ Owners is less than the amount of Interest Free Refundable Deposits plus the related incidental expenses incurred in respect of such sale of the Apartment units of the defaulting First Parties/ Owners including legal costs, brokerage fee, etc., owed by the defaulting the First Parties/ Owners to the Second Party/ Developer, the defaulting First Parties/ Owners shall be liable to make good such shortfall and the Second Party/ Developer shall be entitled to recover the same from such of the defaulting First Parties/ Owners.

- 16.7. The First Parties/ Owners expressly agree and acknowledge that they have duly authorized and empowered the Second Party/ Developer to sell or otherwise dispose of by way of sale, gift, lease, mortgage, exchange or otherwise Owners' Personal Units and/or such number of Apartment units from out of the respective entitlements of the defaulting First Parties/ Owners in the Owners' Constructed Area, as more fully identified in the Area Sharing Agreement, together with the proportionate undivided share, right, title, interest and ownership in the land comprised in the Schedule Property and together with proportionate share of car parking spaces in the Multi-storied Residential Apartment Building Complex to be constructed in the Schedule Property, in terms of the General Power of Attorney executed by the First Parties/ Owners in favour of the Second Party/ Developer simultaneous with the execution of this Agreement and that the Second Party/ Developer shall be entitled to effect the sale of the Owners' Personal Units and/or such number of Apartment units from out of the respective entitlements of the defaulting First Parties/ Owners in the Owners' Constructed Area, as more fully

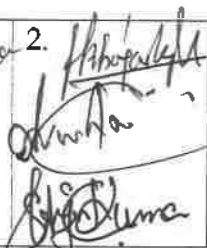
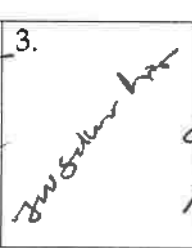
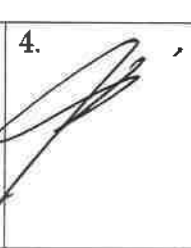
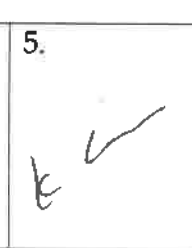
Owners					Developer
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identified in the Area Sharing Agreement, together with the proportionate undivided share, right, title, interest and ownership in the land comprised in the Schedule Property, in the event of any default or failure on the part of any of the First Parties/ Owners to refund the amount of Interest Free Refundable Deposits owed by them to the Second Party/ Developer, or any portion thereof, pursuant to and in terms of the aforesaid General Power of Attorney executed by the First Parties/ Owners in favour of the Second Party/ Developer.

- 16.8. The First Parties/ Owners further expressly agree that in addition to the foregoing, the Second Party/ Developer shall also be entitled to appropriate the last instalments of the sale consideration accruing from the sale of any of the Apartment units from out of the respective entitlements of the First Parties/ Owners in the Owners' Share allotted to the share of such of the First Parties/ Owners, towards securing refund of the amount of Interest Free Refundable Deposits or any portion thereof that are due, payable and owing by such of the First Parties/ Owners to the Second Party/ Developer as set forth herein above; and the First Parties/ Owners shall not have any objections whatsoever to the same.

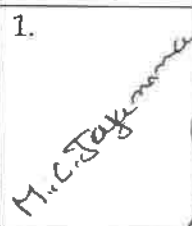
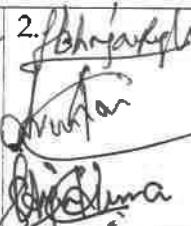
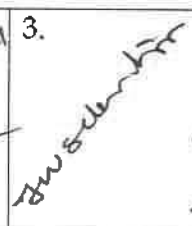
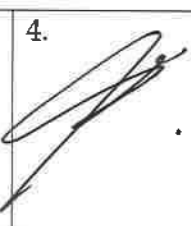
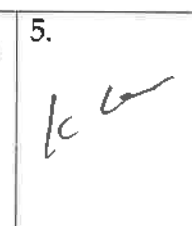
17. OBLIGATIONS OF THE PARTIES:

- 17.1. The First Parties/ Owners shall carry out such acts, deeds and things as may be reasonably required by the Second Party/ Developer in order to successfully develop the Schedule Property. The First Parties/ Owners have on this day, executed a General Power of Attorney which shall be in force and irrevocable, in favour of the Second Party/ Developer to enable the Second Party/ Developer to obtain permissions, sanctions, orders and license and plans, at the cost and risk of the Second Party/ Developer in regard to the development of the Schedule Property and authorizing the Second Party/

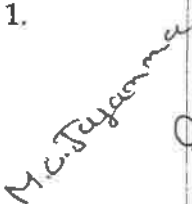
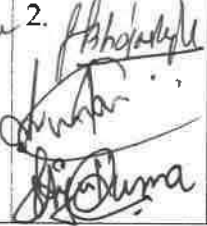
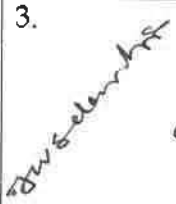
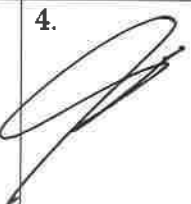
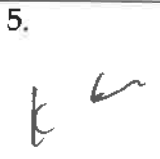
Owners					Developer
1. M. C. Sagaranna	2. 	3. 	4. 	5. 	

Developer to represent the First Parties/ Owners before the BBMP, State and Central Government Departments, Fire Force Departments, Bangalore Electricity Supply Company Ltd. (BESCOM), Bangalore Water Supply & Sewerage Board (BWSSB), Bharat Sanchar Nigam Ltd., Airport and Telecommunication Authorities, Police Authorities, Karnataka State Pollution Control Board, Environmental Authorities and other Statutory Authorities, etc., subject to the terms and conditions of this Agreement.

- 17.2. The First Parties/ Owners shall also authorize the Second Party/ Developer to enter into agreements to sell/lease/transfer and with the power to sell the Developer's Constructed Area together with the proportionate Developer's Land Share in the Schedule Property, and also to execute the sale/conveyance deed(s) in respect thereof after the Owner's Constructed Area is handed over to the First Parties/ Owners by the Second Party/ Developer or the Second Party/ Developer has made an offer to the First Parties/ Owners offering to hand over the Apartment unit(s) falling to the Owner's Constructed Area, whichever is earlier. The Second Party/ Developer agrees and undertakes to exercise the powers therein in accordance with this Agreement.
- 17.3. The Second Party/ Developer shall be entitled to enter into agreements to sell, in advance, with respect to the Developer's Constructed Area. However, the First Parties/ Owners and the Second Party/ Developer shall be entitled to execute sale deeds and convey their respective super built-up area or portions thereof only after completion of the construction of the entire Project and handing over of the Owner's Constructed Area by the Second Party/ Developer to the First Parties/ Owners or the Second Party/ Developer has made an offer to the First Parties/ Owners offering to hand over the Apartment unit(s) falling to the Owner's Constructed Area, whichever is earlier.

Owners					Developer
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- 17.4. In the event the Second Party/ Developer does marketing during construction of the Project and receives advance amounts from the Prospective Purchasers, the Second Party/ Developer agrees to deposit 70% of the sale proceeds arising out of sale of the Apartments units comprised in the Project Constructed Area into a RERA Designated Account. The Second Party/ Developer agrees to use these sales proceeds only for activities related to the construction of the Project, until the Project is completed as specified by the rules and regulations prescribed by the RERA. The First Parties/ Owners further expressly agree that all payments and disbursements of the sale proceeds arising out of sale of the Apartments units comprised in the Owners' Constructed Area shall be made to the First Parties/ Owners from the RERA Designated Account after due compliance with the rules and regulations prescribed by the RERA; and the First Parties/ Owners shall not have any prior claims to the same.
- 17.5. The First Parties/ Owners shall be responsible for resolving issues and to comply with the requirements which may arise related to RERA requirements/ directions with respect to the Owner's Share. The Second Party/ Developer is excluded from discharging the obligations with respect to the Owner's Share before the RERA Authority, except with respect to the specifications of construction and the timelines agreed for completion of the Multi-storied Residential Apartment Building Complex. The First Parties/ Owners shall extend their co-operation to sign all necessary papers before the RERA Authority and also documents pertaining to the execution of the Deed of Declaration and for formation of the Apartment Owners' Association before the appropriate authorities.
- 17.6. The Second Party/ Developer shall, immediately after obtaining the Occupancy Certificate, prepare a Deed of Declaration along with bye-laws for

Owners					Developer
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the association and facilitate and co-operate with the Prospective Purchasers in forming the apartment owners' association in terms of the Applicable Laws.

18. DOCUMENTS OF TITLE:

18.1. Both Parties agree that the original title documents in respect to the Schedule shall be held in trust by the Second Party/ Developer during the duration of the project. All other documents in respect of the Project including but not limited to general power of attorney, special power of attorney, licenses, approvals and other documents shall remain in the custody of the Second Party/ Developer.

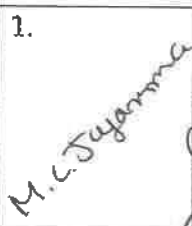
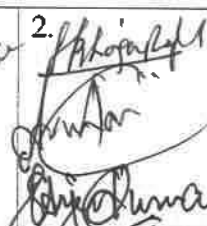
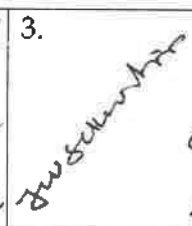
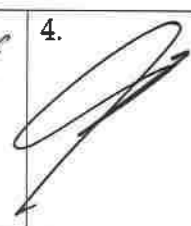
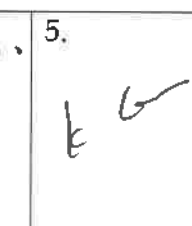
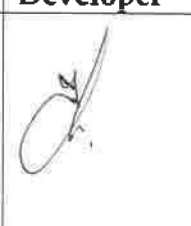
18.2. After Completion of Construction of the said Multi-storied Residential Apartment Building Complex and upon formation of the Apartment Owners' Association, the originals of the title documents pertaining to the Schedule Property along with this Agreement and general power of attorney will be handed over to the apartment owners' association.

19. NAME OF THE PROJECT:

The entire Project upon the Schedule Property shall be known by the name as decided by the Second Party/ Developer and shall always include "VISTA SPACES AND OKAS" in its name.

20. RIGHT OF THE FIRST PARTIES FOR INSPECTION:

The authorized representatives of the First Parties/ Owners shall have the right to inspect the progress of work and quality of construction and development, at all reasonable times, and to require the Second Party/

Owners					Developer
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Developer to rectify any defects or deviations, and to require the Second Party/ Developer to properly implement the Project upon the Schedule Property. The Project Architect shall provide a certification as to the quality of the material and work, the rate of progress of work and other related matters, at each slab phase and construction phase. The First Parties/ Owners shall be entitled to get the aforesaid reports verified by their architects/engineers at their cost within a reasonable period of time. However, the First Parties/ Owners shall not be entitled to stop the progress of the construction works being carried out by the Second Party/ Developer unless there is clear evidence to suggest a deviation from normal sound construction methods, materials and quality of construction and deviation from the Sanctioned Plans and the terms of this Agreement.

21. SALE OF APARTMENT UNITS:

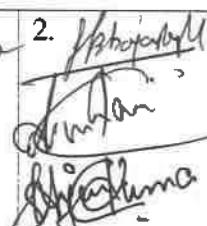
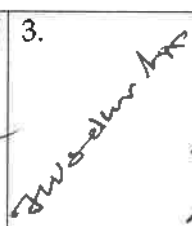
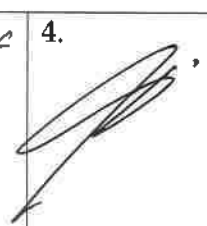
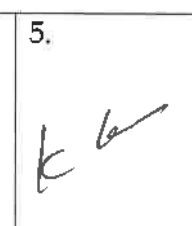
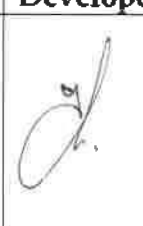
21.1. Subject to Clause 14.1 and upon execution of the Area Sharing Agreement, the Parties shall in accordance with the terms herein and the Applicable Laws be entitled to transfer/ sell/ alienate or deal with their respective allocated shares/ entitlements in the Project in the manner they deem fit, receive sale proceeds/ revenues/ consideration in respect of the same and for the same execute and sign sale deed, transfer deed, conveyance deed, lease deed and other documents/ instruments/ agreements in such form and manner and present such agreements, documents etc., before the competent authority, appropriate sale/ conveyance/ lease agreement, etc., for conveying/ transferring the rights, interests, and title of Apartment units in the Project or any part thereof, in favour of the Prospective Purchaser(s). The Second Party/ Developer shall be entitled to enter into agreement/s for sale with the Prospective Purchaser/s for selling the Apartment units falling to the Developer's Share. For the purpose of conveyance as contemplated herein above, the Parties agree that the First Parties/ Owners shall join as 'Vendors'

Owners					Developer
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represented by the Second Party/ Developer as the GPA holder, in the execution of the sale deed/s in favour of the Prospective Purchaser/s.

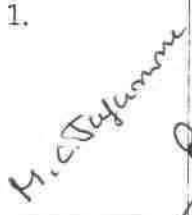
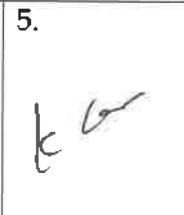
21.2. Subject to the provisions of Clause 16 hereinabove, the First Parties/ Owners hereby agree and undertake that in the event of the First Parties/ Owners directly selling any of the Owners' Personal Units or any of the Apartment units allocated exclusively under the Owners' Constructed Area, the first offer of sale shall be made to the Second Party/ Developer herein (except the transactions among the family members and friends of the First Parties/ Owners where the rights and ownership are transferred by way of gift or release or sale, details and particulars of such proposed purchaser/ transferee shall be informed by the First Parties/ Owners to the Second Party/ Developer in advance) and only in the event of non-acceptance of the offer by the Second Party/ Developer within 7 (seven) days from the date of intimation, the same shall be dealt at the discretion of the First Parties/ Owners as aforesaid. The Second Party/ Developer undertakes to intimate the acceptance/refusal within 7 (seven) days from the date of such offer and in case of failure to intimate in writing to the First Parties/ Owners, it shall be deemed that the Second Party/ Developer has not accepted the offer and that the First Parties / Owners shall be entitled to sell such Apartment units to third parties.

21.3. Till the Completion of Construction and handover of the Owners' Constructed Area to the First Parties/ Owners, the First Parties/ Owners covenant with the Second Party/ Developer that the Apartment units allocated exclusively under the Owners' Constructed Area will be marketed and sold solely through the Second Party/ Developer; and for that purpose, the First Parties/ Owners appoints the Second Party/ Developer as the exclusive selling agent for marketing and selling the Apartment units falling to the Owners' Share under this Agreement (hereinafter referred to as the "Owners Units"), in favour of

Owners					Developer
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Prospective Purchasers and the Second Party/ Developer accepts such appointment as exclusive agent and agrees to market and sell the said Owners Units for and on behalf of the First Parties/ Owners. It is however expressly agreed between the Parties that the Second Party/ Developer shall have no obligation whatsoever towards ensuring the sale of the said Owners Units for and on behalf of the First Parties/ Owners. The Second Party/ Developer and/ or its nominee shall be entitled to a brokerage fee of 2% plus applicable GST thereon or on actuals (to be invoiced) plus applicable GST thereon, whichever is higher, calculated on the sale consideration of each of the Owners Units marketed and sold by the Second Party/ Developer for and on behalf of the First Parties/ Owners (hereinafter referred to as the "Brokerage Fee") It is expressly agreed between the Parties that the Brokerage Fee payable on the sale of each of the Owners Units marketed and sold by the Second Party/ Developer for and on behalf of the First Parties/ Owners, shall be computed after excluding any charges collected towards maintenance deposits, deposits towards water, sewerage and electricity connections, membership fee for club house and use of common amenities, stamp duty, registration fee, legal and other costs, Goods and Services Tax (GST), and other applicable taxes charged on the Prospective Purchasers of the Owner Units, which shall be determined solely by the Second Party/ Developer and shall be payable by the Prospective Purchasers of the Owner Units directly to the account of the Second Party/ Developer.

- 21.4. The rates at which Apartment units in the Project (whether falling to the Owners' Constructed Area or to the Developer's Constructed Area) will be sold in the market shall be as determined and fixed by the Second Party/ Developer and the First Parties/ Owners shall not sell/transfer the Apartment units falling to the Owners' Constructed Area at the rates below the prescribed rates. The Second Party/ Developer shall be entitled to determine (a) the sale consideration and other costs payable by the Prospective Purchaser/s towards

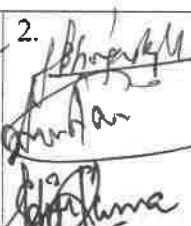
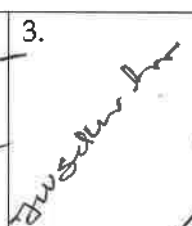
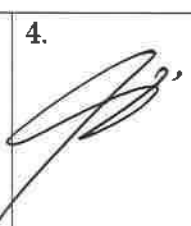
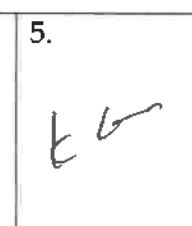
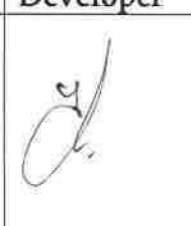
Owners					Developer
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the purchase of the Apartment unit/s; (b) the schedule for payments of the sale consideration by the Prospective Purchaser/s; (c) the mode of such payments by the Prospective Purchaser/s in respect of Apartment unit/s falling to the Developer's Share.

- 21.5. The terms of all documents to be executed with Prospective Purchasers or issued to Prospective Purchasers in the Project, i.e., Allotment Letter, Buyers' Agreement, possession documents, receipts, demand letters, maintenance documents, sale/conveyance deed, etc. shall be settled by the Second Party/ Developer and uniform set of documents shall be used for all allottees in the Project. The Parties agree and confirm that the rights and restrictions for Prospective Purchasers agreed upon in Clauses 25, 26 and 27 of this Agreement shall be provided in such documents issued to or executed with the Prospective Purchasers unless the same are mutually modified by the First Parties// Owners and the Second Party/ Developer.

22. ACQUISITION:

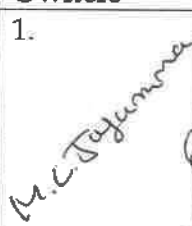
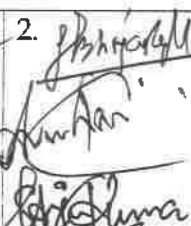
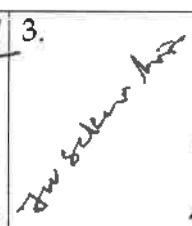
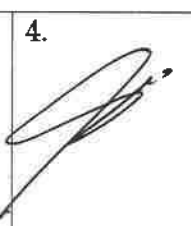
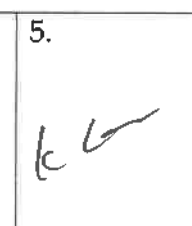
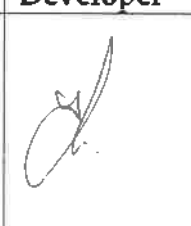
If the entire Schedule Property is acquired under any law by the Government or other authority under the law, before the issuance of the Occupancy Certificate by the plan sanctioning authorities, then compensation payable for the full land in the Schedule Property shall be taken by the First Parties/ Owners and the compensation payable for construction and development made and incurred thereon by the Second Party/ Developer shall be taken by the Second Party/ Developer in its entirety. Further, the First Parties/ Owners shall refund all the monies received from the Second Party/ Developer immediately on final notification of the land in the Schedule Property. In the event of acquisition of the Schedule Property after receipt of Occupancy Certificate from the plan sanctioning authorities, the compensation shall be divided between the First Parties/ Owners and the Second Party/ Developer

Owners					Developer
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in proportion to their undivided share of land in the Schedule Property and the built-up area/s in the agreed ratio. If a portion of the Schedule Property is acquired, the above principle applies in respect of such portion.

23. ADDITIONAL WORK:

- 23.1. It is agreed between the Parties that in the event of any change in the Specifications sought by the First Parties/ Owners in respect of the Owners' Share, which is in the nature of up-gradation of Specifications, the First Parties/ Owners shall contribute the difference for such up-gradation cost at mutually agreed rates and at mutually agreed additional time periods, provided the same is not in contravention of the Sanctioned Plans. Such up-gradation work shall be informed to the Second Party/ Developer within 30 (thirty) days of signing this Agreement. All such up-gradation will be undertaken by the Second Party/ Developer at additional cost, to be paid in advance.
- 23.2. It is hereby agreed that any change sought by the First Parties/ Owners after 30 (thirty) days of signing this Agreement will change the definition of 'Completion of Construction' mentioned in this document under 'Definitions'. Further, it is agreed that if the First Parties/ Owners do not inform the Second Party/ Developer of their choices for internal finishes within 30 (thirty) days of the Developer sharing options for interior finishes with the First Parties/ Owners, the definition of 'Completion of Construction' mentioned in this document under 'Definitions' will be revised. The new valid definition of 'Completion of Construction' shall not include the completion of the internal works of the respective Apartment units where changes have been sought or where the Second Party/ Developer has not been informed of decisions on internal finishes within the agreed time. The Second Party/ Developer shall be

Owners					Developer
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given appropriate additional time to complete the internal work of such apartments.

24. DEFECT LIABILITY:

- 24.1. The Second Party/ Developer shall be responsible for any Structural Defects (as defined herein) and its rectification in the Multi-storied Residential Apartment Building Complex for such statutory period as provided in the Real Estate (Regulation and Development) Act, 2016 ("Defect Liability Period").
- 24.2. The Parties agree that pursuant to this Agreement, the Second Party/ Developer shall provide warranty on basic construction, plumbing, masonry and electrical work except for small air-cracks in the plaster, masonry, doors and windows, minor plumbing leakages, current fluctuations and electrical issues. The First Parties/ Owners agree to bear the proportionate monthly maintenance charges for facilities not covered under the warranty terms. The value of such charges will be mutually agreed to by the Parties.
- 24.3. It is agreed by the First Parties/ Owners that from the date of handing over of the possession of the Owners' Constructed Area and till completion of the Defect Liability Period, the First Parties/ Owners shall maintain the Owners' Constructed Area in the same state and condition in which it was handed over to the First Parties/ Owners. Further, the First Parties/ Owners shall, not during such period change/ amend/ modify or carry out any repairs/ renewals in the Owners' Constructed area in any manner whatsoever.
- 24.4. Notwithstanding anything contained above the Second Party/ Developer shall not be liable for: (a) Equipment (lifts, generator, motors, STP, transformers, gym equipment etc.,) which carry manufacturer's guarantees for

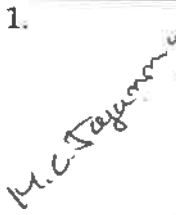
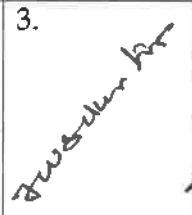
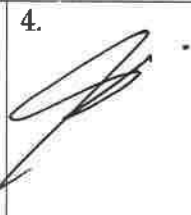
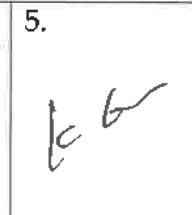
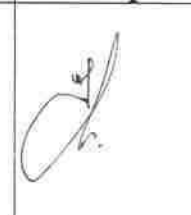
Owners					Developer
1.	2.	3.	4.	5.	
M.C. Jayaram	P. Phogat Kapte	Shiv Kumar			

a limited period; (b) Fittings related to plumbing, sanitary, electrical, hardware, etc., having natural wear and tear; (c) Allowable structural and other deformations including expansion quotient; (d) The terms of work like painting etc., which are subject to wear and tear; (e) any structural/ architectural defect induced by the Prospective Purchaser, by means of carrying out structural or architectural changes from the original specifications/ design, or due to negligence or abuse/ improper usage.

25. RIGHTS OF PURCHASERS/ OWNERS OF EACH UNIT:

The Parties and the Prospective Purchasers of Apartments units in the Project constructed on the Schedule Property shall be entitled to the following rights in the course of ownership and enjoyment of such Apartment units:

- 25.1. Full right and liberty for the parties and persons authorized or permitted by the Parties (common with all other persons entitled, permitted or authorized to the like right) at all times, by day and night, to go, pass and repass and to use the common areas inside and outside their respective Apartment units in the building.
- 25.2. The right to subjacent and lateral support, shelter and protection from other parts of the building and from the side and roof thereof.
- 25.3. The right to free uninterrupted passage of running water, gas and electricity from and to the building and to the unit allotted, through water courses, sewers, drains, conduits, pipes, cables and wires which may be passing through the building or any part thereof.
- 25.4. The right of passage for the owners of apartments and the person/s authorized by them to the common areas of the building development at all

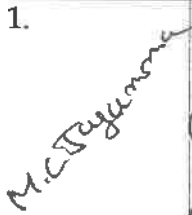
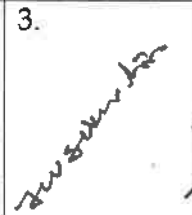
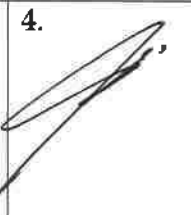
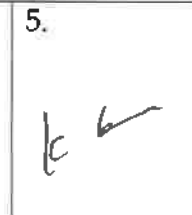
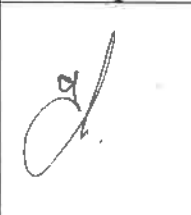
Owners					Developer
1.	2.	3.	4.	5.	
					

reasonable times. These common areas shall include but not be limited to the terrace areas, driveway ramp, passageways, and other service areas.

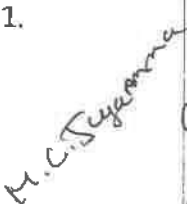
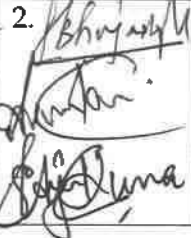
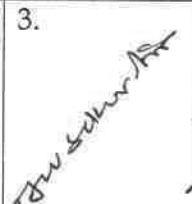
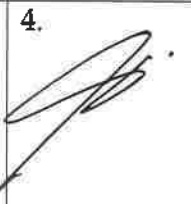
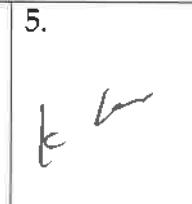
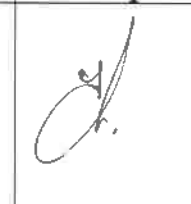
- 25.5. Right to lay cables or wires through common walls or passages for radio, television, telephone, internet and such other installations, having due regard to the similar rights of the other owners of apartments in the building with prior written permission of the Association as the case may be.
- 25.6. Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building excluding those areas assigned for the exclusive use of certain apartments.
- 25.7. The right to the use of common open area around the building (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the building.
- 25.8. Absolute ownership and possession of the apartments and car parking/s and other benefits and advantages allotted.
- 25.9. Exclusive right and use of any portion of the garden area as exclusively allotted to certain apartments.

26. RESTRICTIONS ON THE RIGHTS OF THE PARTIES/ PURCHASERS OF EACH UNIT:

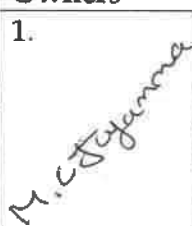
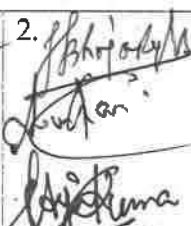
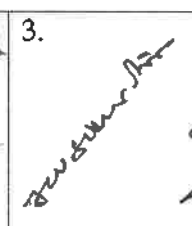
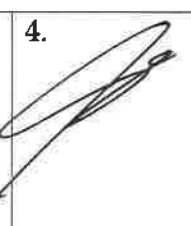
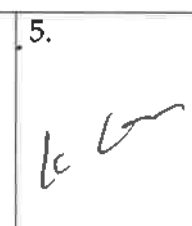
The Parties and the Prospective Purchasers shall be bound by the following restrictions and covenants in the course of ownership and enjoyment of such apartments:

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- a. Not to raise any construction in addition to the apartments allotted unless otherwise as mutually agreed between the Parties.
- b. Not to use or permit the use of the apartments which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the building.
- c. Not to use the space in the land left open after the construction and completion of the development which might cause hindrance to the free ingress to or egress from any part of the buildings.
- d. Not to park any vehicle at any place in the Schedule Property other than in the designated parking areas.
- e. Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of other apartments and not to default in payment of maintenance charges decided by the parties hereto by mutual consent or by the Association of Owners.
- f. Not to make any arrangement for the maintenance of the common amenities in the building other than by the Association to be formed by the owners of apartments hereto.
- g. Not to store in the said apartments any goods which are hazardous, combustible, dangerous or considered objectionable or which are excessively heavy so as to affect or damage the construction or weaken the structure of the said building.
- h. Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building. Any damage caused by the occupant will have to be rectified and paid for immediately by the said occupant/owner.
- i. Not to use or permit the use of the common passages, common staircases or common areas for storage, display boards, materials, etc., or in a manner so as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the building or any part thereof.

Owners					Developer
1.	2.	3.	4.	5.	
					

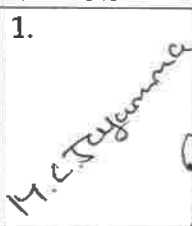
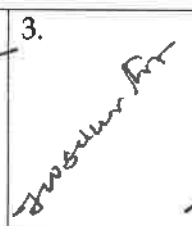
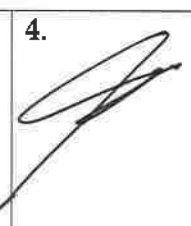
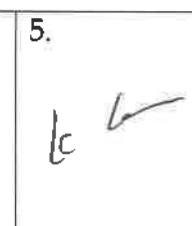
- j. Upon handing over possession of the apartments, not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and un-built upon.
- k. Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the building or in the common areas of the building or on the Schedule Property.
- l. Not to cause any nuisance or health hazard to the other occupants of the building.
- m. To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Association/ Developer as the case may be.
- n. Not to use the garden area which may be specifically allotted to the ground floor apartment owners for their exclusive use.
- o. Not to seek for partition of common facilities or services or the land covered in the Schedule Property by metes and bounds but enjoy the respective portions of the Schedule Property as co-owners along with other co-owners thereof.
- p. Not to put up advertisement boards, neon sign and other display materials at any place of the building/s in the Schedule Property.
- q. No sign board, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the unit or at any open spaces inside or outside the building and compound wall except for the name of the building.
- r. The First Parties/ Owners, the Second Party/ Developer or any of the purchasers of apartments in the Project shall not be permitted to use any of the apartments developed within the Project for commercial purposes or as guesthouses, serviced apartment, paying guest accommodations, etc.

Owners					Developer
1.	2.	3.	4.	5.	
					

27. EXPENSES TO BE BORNE BY PURCHASERS/ OWNERS OF EACH UNIT:

27.1. The Parties herein and the Prospective Purchasers/lessees of units in the Project developed upon the Schedule Property shall bear and pay within 15 (fifteen) days of demand, the proportionate share of the following common expenses in respect of the Apartment unit held by him/her/them, the proportion being the super built-up area of such unit to the total super built-up area of all units in the Schedule Property. The Parties shall be liable to pay the following common expenses proportionately:

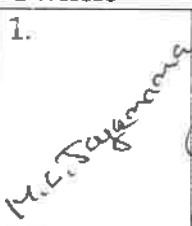
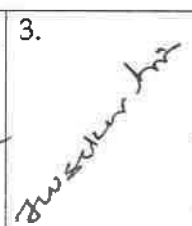
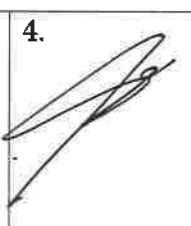
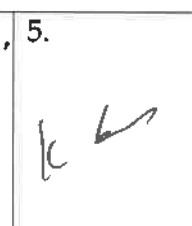
- (a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical, chiller plant connections in the building, including the cost of AMC's for these equipments and warranties to provide for all equipment and machinery for the first 12 (twelve) months by the Second Party/ Developer;
- (b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building;
- (c) Costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- (d) Expenses for maintenance of the building and the land surrounding thereto, white washing and colour washing of common areas, external areas and the compound;
- (e) Expenses incurred in the maintenance of landscape, pots and other plants in the building;
- (f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators and all other staff and workmen etc., appointed;
- (g) Such other expenses which are common in nature and not attributable to any unit in particular but relates to the building in general.

Owners					Developer
1.	2.	3.	4.	5.	
					

- 27.2. Should any party default in any payment of any dues for any common expenses, benefits or amenities, the Developer/Association/ company maintaining the common benefits and amenities shall have the right to remove such common benefits or amenities, including electricity and water connection from the defaulting Party's enjoyment, which shall be reconnected to the Party after such arrears are cleared and upon a penalty as may be determined by the Association of Owners being paid by such apartment owner, including applicable interest on the said amount.
- 27.3. Association and building bye laws/usage guidelines shall be drafted based on the Karnataka Apartment Ownership Act, 1972 and the Real Estate (Regulation and Development) Act, 2016. All apartment owners or their tenants living in this residential complex are automatically members in the Apartment Owners Association, who shall be bound by the rules of the said Association.

28. NOTICE AND ADDRESSES:

- 28.1. All notices and other communications required or permitted to be given or made under this Agreement shall be in writing in English and shall be transmitted (i) by postage, pre-paid registered mail or by internationally recognized courier service, or (ii) by facsimile transmission or by cable, confirmation copies to be sent by e-mail, to their respective addresses mentioned in this Agreement. Delivery shall be considered to be the date of transmission of such notices and communications.
- 28.2. Notices and other communications provided for hereunder may also be addressed to either Party by way of email to the following email addresses:

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

To the Owners at: (1) manj.mudlaiah@gmail.com
 (2) (a) arunsraju@gmail.com
 (b) arunsraju@gmail.com
 (c) arjun@leoinfra.in
 (3) kvsekharraju@gmail.com
 (4) bbskbr@yahoo.com
 (5) kkraju909@gmail.com

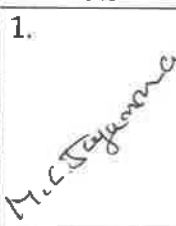
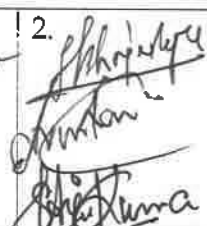
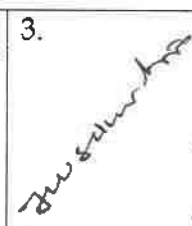
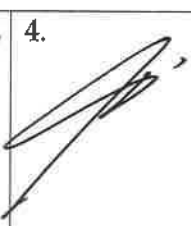
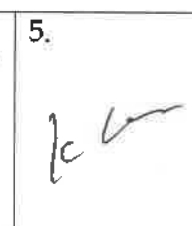
To the Developer at: praveen@vistaspaces.in
 info@vistaspaces.in
 investments@dmialternatives.in
 okas@okas.co.in

28.3. Either Party may from time to time change the address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 10 (ten) days prior written notice as regards to such changes.

28.4. The address of the parties for the purpose of any correspondences shall be as stated in this Agreement or such other address as the Parties may specifically notify.

29. ASSIGNMENT:

29.1. The Second Party/ Developer shall implement the scheme of development of the Schedule Property by itself and shall not to be entitled to assign the rights and/ or obligations under this Agreement in part or in whole in respect of whole or portions of the Schedule Property to any third-party except through contractor(s)/ sub-contractor(s) and other consultants, architects, advisors, etc.

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

The Owners hereby consent for such construction and do not have any objection for such delegation to civil contractor(s)/ sub-contractor(s), consultants, architects, advisors, etc.

- 29.2. However, in the event of any merger/amalgamation of the Second Party/ Developer, the Second Party/ Developer shall inform the First Parties/ Owners separately in writing of the same and shall obtain and furnish an undertaking from such merged/amalgamated company that the terms of this Agreement shall be binding on such resultant /established entities as well.

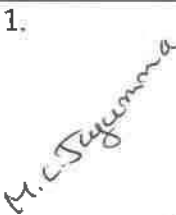
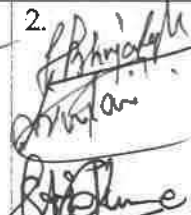
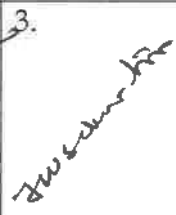
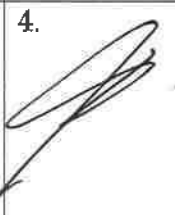
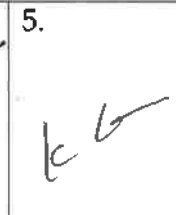
30. QUALITY OF WORK:

The Second Party/ Developer assures the First Parties/ Owners that the quality of work shall be first class and first grade quality material shall be used by the Second Party/ Developer for flooring, toilets, windows, elevators, paints, etc., as per the Specifications contained herein, which is mutually agreed between the Parties and which is appended to this Agreement as Annexure - I.

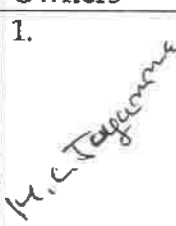
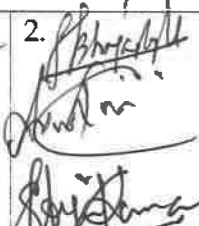
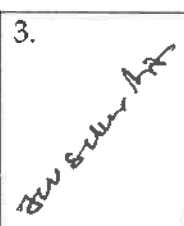
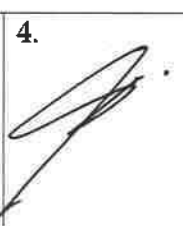
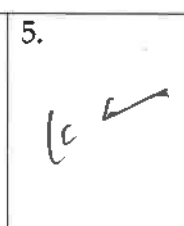
31. ADVERTISEMENT:

Subject to complying the relevant regulations in force, the Second Party/ Developer shall be entitled to erect boards in the Schedule Property advertising for sale in the Schedule Property and to publish in the newspapers calling for Prospective Purchasers and market the same in any manner the Second Party/ Developer may deem it fit from the day of signing of this Agreement and use the Name of the Project as agreed in Clause 18.

32. BORROWINGS:

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- 32.1. During the course of the development in terms of this Agreement, the First Parties/ Owners shall not encumber the Schedule Property or any portion thereof and the building to be constructed thereon in any manner.
- 32.2. Upon obtaining the Sanctioned Plans and commencement certificate and execution of the Area Sharing Agreement identifying and allocating the Owners' Constructed Area and the Developer's Constructed Area, the Second Party/ Developer shall be entitled to raise loans / avail any financial assistance from banks/ financial institutions and other lenders for the purposes of development of the Project by creating mortgage over the Schedule Property except to the extent of Owners' Share, including by depositing original title deeds of the Schedule Property as security for the said loan/financial assistance, without the requirement of obtaining any further consent of the First Parties/ Owners. If required, the First Parties/ Owners shall provide all assistance and cooperation in respect thereof and shall sign necessary documents, undertakings, agreements, letters etc., as may be required by the banks/ financial institutions and other lenders in this regard.
- 32.3. The Prospective Purchasers of Apartment units may seek financial assistance from banks/ financial institutions for acquiring the Apartment unit(s) in the Project to be constructed on the Schedule Property. The First Party /Owners and the Second Party/ Developers have no objection to the same. Each Party shall co-operate and provide full assistance as may be required for approval of Project by banks / financial institutions so as to enable the Prospective Purchasers to avail home loans and shall sign requisite documents, no objections, authorizations, agreements etc., provide requisite documents as may be required by the banks/ financial institutions, without being any surety and/or guarantor and/or otherwise liable in any manner whatsoever.

Owners					Developer
1.	2.	3.	4.	5.	
					

- 32.4. There shall be no personal liability on the First Parties/ Owners in regard to any such debts borrowed either by the Second Party/ Developer or by the Prospective Purchasers of Apartment units and in the event of any default in repayment by the Second Party/ Developer or the Prospective Purchaser/s, recovery shall be enforced only against the Second Party/ Developer or the Prospective Purchaser/s and against the Developer's Constructed Area and not against the First Parties/ Owners or the Owners' Constructed Area. The Second Party/ Developer shall bear and pay the cost if any for availing the loan for the Project and the Second Party/ Developer covenants that the loan/ finance so availed shall be used only for development of Project on the Schedule Property and not for any other purposes.
- 32.5. The First Parties/ Owners agree that in the event the Prospective Purchasers identified by the Second Party/ Developer herein seeks financial assistance for acquiring the Developer's Constructed Area in the Project and the corresponding undivided share in the Schedule Property and for that purpose, if any 'no objection' is required by any financial institution, the First Parties/ Owners shall provide such consent forthwith.

33. JURISDICTION:

Subject to arbitration as provided in Clause 34 below, any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in Bengaluru only.

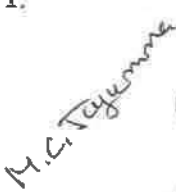
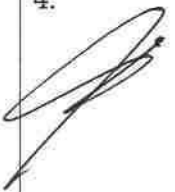
34. SPECIFIC PERFORMANCE:

- 34.1. In the event of breach by either Party, the other Party (the aggrieved Party) shall be entitled to enforce specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the

Owners					Developer
1.	2.	3.	4.	5.	
M.C. Jayanna	Phanoddyh	Swamin			
	Antan				
	Shirina				

Party committing such breach, in proportion to the ownership rights or obligations arising against such Party. A breach is committed when either Party to this Agreement fails to perform any of the terms of this Agreement, without a legitimate legal excuse; and in any of the circumstances, the following consequences shall ensue:

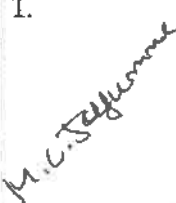
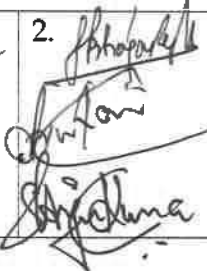
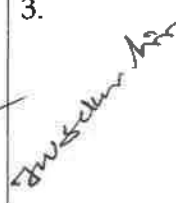
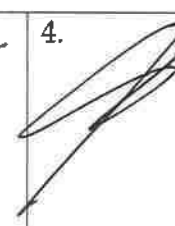
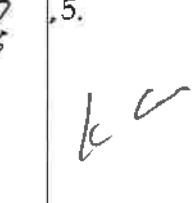
- (a) This Agreement shall stand terminated if the Second Party/ Developer is rendered insolvent and/or if proceedings for the dissolution or liquidation of the Second Party/ Developer are commenced before the completion of the Second Party/ Developer's obligations under this Agreement;
- (b) In the event of breach of any one or more of the terms of this Agreement by either Party, subject to the rights conferred on the Parties by this Agreement, the aggrieved Party shall be entitled to enforce specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the Party guilty of committing the breach. Provided, however, that the First Parties/ Owners shall not exercise their right to terminate this Agreement if, on the scheduled date of completion, the activities required to complete the Project are substantially complete. Further, the First Parties/ Owners can enforce this breach clause only in the event the Second Party/ Developer abandons the Project or does not substantially complete the Project within the time specified herein. Change in Specifications shall not amount to breach, provided the Second Party/ Developer substitutes the same with equivalent material;

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- (c) For the purpose of the provision in this Agreement, substantial completion will be achieved only when the civil structures are complete;
- (d) Except as provided in this Agreement, the same cannot be terminated and the rights conferred upon the Second Party/ Developer cannot be revoked.

35. DISPUTE RESOLUTION:

- 35.1. Irrespective of what is stated in this Agreement, any breach committed by a Party may be notified by the other Party in writing, calling upon the Party in breach to remedy the breach. On the failure of such Party to remedy such breach within 15 (fifteen) days from the date of receipt of such notice to that effect, the non-defaulting Party shall take steps to resolve such compliance on the terms stated below.
- 35.2. In the event of any dispute of difference arising in relation to this Agreement, its interpretation, performance or any other matter, the same shall be attempted to be resolved by mutual discussion between the Parties. Either of the Parties shall be entitled to raise such question in writing in a letter addressed to the other Party and the Parties' representatives shall meet and use good faith efforts to resolve such dispute or differences within a week of either of the Parties raising a dispute.
- 35.3. In the event of the Parties being unable to resolve the dispute by conciliation as above or within such further time as the Parties may mutually agree, the dispute may be referred by either Party to arbitration by a Sole Arbitrator and the arbitration shall be in terms of the following:

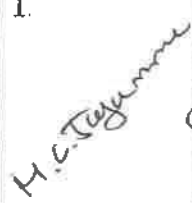
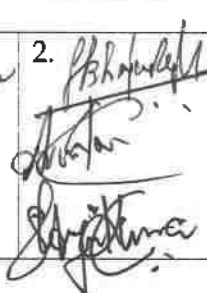
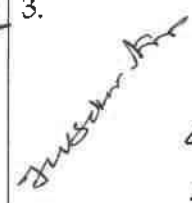
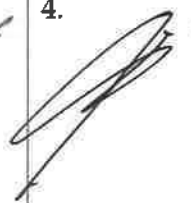
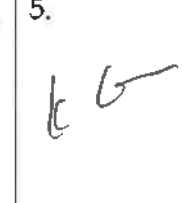
Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- (a) The dispute shall be referred to arbitration by a sole arbitrator to be mutually agreed upon and jointly appointed by the parties; and failing such mutual agreement, the sole arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended or modified and then in force.
- (b) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended or modified and then in force. The venue and seat of arbitration shall be Bengaluru City.
- (c) The language of the arbitration proceedings will be in English.
- (d) The disputes shall be resolved in 45 (forty-five) working days of reference or within a reasonable period as may be agreed between the Parties in writing. It is however clarified that each Party shall continue to perform their respective obligations due, pending the arbitration process.
- (e) The Parties shall bear their own expenses in relation to the Arbitration.

36. **COMPLETE AGREEMENT:**

The Parties acknowledge that this Agreement along with any power of attorneys and/ or amendments/ addendums/ supplementary agreements thereto (if any) constitute the complete arrangement between the Parties. This Agreement supersedes any prior agreements and representations between the Parties, whether written or oral.

37. **AMENDMENT:**

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

No exercise of discretion/judgment/opinion/approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the Parties hereto or their authorized representatives by a Supplemental Agreement, which Supplemental Agreement shall be binding on the Parties hereto and shall be required to be read in conjunction with this Agreement and the breach of either shall result in the breach of the other.

38. WAIVER:

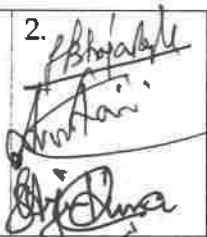
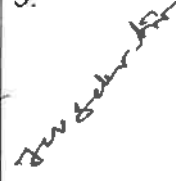
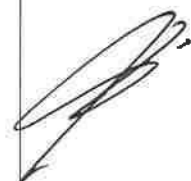
The failure by either Party to enforce any term or for any period, or any one or more of the terms or conditions of this Agreement, will not be construed as waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

39. NO RESTRICTIONS:

It is agreed between the Parties hereto that neither the Second Party/ Developer nor the First Parties/Owners shall be restricted or restrained to take up any other project implementation of real estate for any other company, persons or any project implementation by themselves or with any other party.

40. SEVERABILITY:

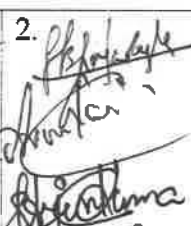
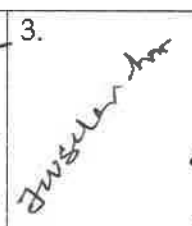
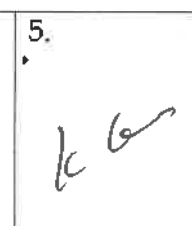
In the event that any provision of this Agreement or these conditions or any one of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the Parties from any, relevant competent authority, the Parties will:

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

- a) amend that provision in such reasonable manner so as to achieve the intention of the Parties without illegality, or
- b) at the discretion of the Parties, such provision may be severed from this Agreement; and
- c) the remaining provisions of this Agreement will remain in full force and effect, unless the Parties decide that the effect of such declaration is to defeat the original intention of the Parties.

41. COSTS OF THIS AGREEMENT AND CUSTODY:

The Second Party/ Developer shall solely bear the cost of stamp duty and registration charges payable on this Agreement. This Agreement is prepared in duplicate. The original of this Agreement shall be with the Second Party/ Developer and the duplicate and certified copies thereof shall be with the First Parties/Owners.

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

IN WITNESS WHEREOF, THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS JOINT DEVELOPMENT AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

OWNERS:

DEVELOPER:

1)

M.C. Jayamma
Name: Mrs. M.C. JAYAMMA

[Signature]

2)

(a) [Signature]
Name: Mr. S. BHOJA RAJU

Name: VISTA SPACES JAKKUR
RESIDENCY PVT. LTD.

Represented herein by its duly
Authorised Signatory and Director:
Mr. Praveen Kumar

(b)

[Signature]
Name: Mr. S. ARUN KUMAR

(c)

[Signature]
Name: Mr. S. ARJUN KUMAR

3)

[Signature]
Name: Mr. K.V. SEKHAR RAJU

Owners					Developer
1. <u>[Signature]</u>	2. <u>[Signature]</u>	3. <u>[Signature]</u>	4. <u>[Signature]</u>	5. <u>[Signature]</u>	<u>[Signature]</u>

4)

Name: Mr. S.K. BHASKAR RAJU

5)

Name: Mr. K. KODANDA RAJU

WITNESSES:

1. B. Keshava Murthy

Name: B. KESHAVA MURTHY

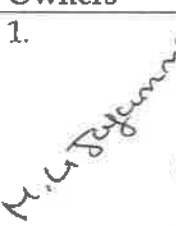
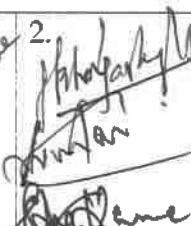
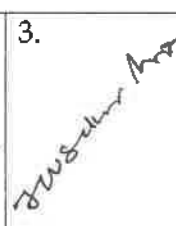
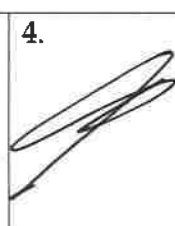
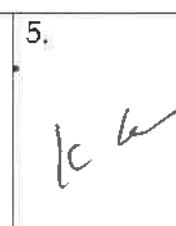
Address: No. 489, 13th main
Mangonatha Nagar
Bangalore

2. MANI

Name: MANI

Address: No 489, 13th main
Mangonatha Nagar
Bangalore.

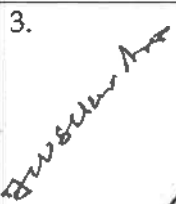
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Owners					Developer
1. 	2. 	3. 	4. 	5. 	

ANNEXURE - I

SPECIFICATIONS

		General Specifications	
1	Structure	Structure	RCC Framed Seismic Zone III
2	Doors & Joinery	Main Door	Teak frame, Flush shutter Doors
		Internal Doors	Teak Veneer Flush Doors
		Bathroom	Engineered Flush Doors
		Balcony	Component of Design
3	Windows	Windows	UPVC/Aluminium
4	Flooring	Foyer/Living/Dining	Premium Vitrified Tiles
		Kitchen & Utility	Anti-Skid Tiles
		All Bedrooms	Vitrified Tiles/Wooden flooring
		Balconies	Anti-Skid Tiles
		Bathrooms	Vitrified Tiles
		Common Lobbies	Granite/Marble/Tiles
		Servants Room	Tiles
		Driveway	Pavers/Cement Concrete or as per design
5	Bathrooms	All Bathroom	EWC
			Wash basin
			Fittings: Kohler or Equivalent

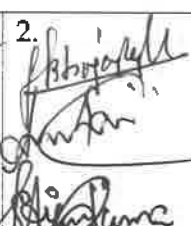
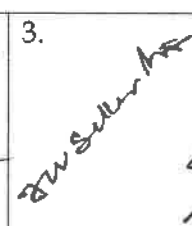
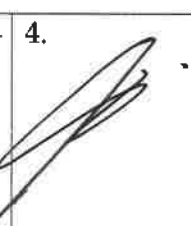
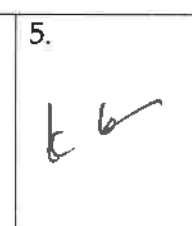
Owners					Developer
1.	2.	3.	4.	5.	
M. C. Jayanna					

6	Painting	Internal Walls & Ceilings	Premium Emulsion
		External	As per Design
7	Electrical	Connected Load	As per Standard
		DG Back Up	100% for Lighting
		Switches & Sockets	Legrand/ Anchor/Roma or Equivalent
8	Lifts		8/10 Passenger Lift as per the design Schindler/Kone/Equivalent
9	Security External		CCTV Cameras
			Perimeter Camera Surveillance

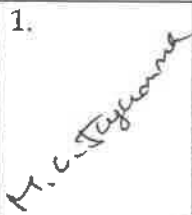
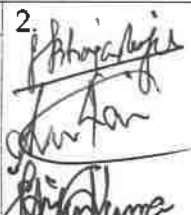
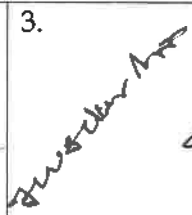
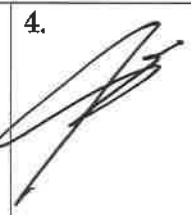
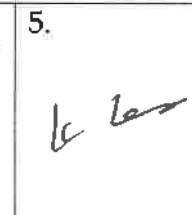
Owners					Developer
1.	2.	3.	4.	5.	
M.C. Tagore	Phylogh Gentian Bij Dama	Museur An		16/11/2021	

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5

General Specifications For Owners' Personal Units			
1	Structure		RCC Framed Seismic Zone III
2	Doors & Joinery	Main Door	Teak frame, Flush shutter Doors
		Internal Doors	Teak Veneer Flush Doors
		Bathroom	Engineered Flush Doors
		Balcony	Component of Design
3	Windows		UPVC/Aluminium
4	Flooring	Foyer/Living/Dining	Imported Marble @ Rs. 300/-
		Kitchen	Anti-Skid Vitrified
		Utility	Anti-Skid Tiles
		Master Bedroom	Wooden flooring/Tiles
		All other Bedrooms	Wooden flooring/Tiles
		Balconies	Anti-Skid Vitrified Tiles
		Bathrooms	Vitrified Tiles
		Common Lobbies	Granite/Marble/Tiles
		Servants Room	Vitrified Tiles
		Entrance Lobby	Granite
		Driveway	Pavers
5	Staircases	Flooring	Granite
6	Bathrooms	Master Bathroom	Wall Mounted EWC
			Glass Shower partition in master toilet
			Fittings: KOHLER/Toto/Equivalent

Owners					Developer
1.	2.	3.	4.	5.	
					

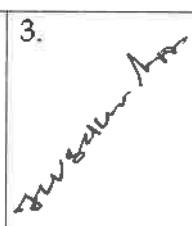
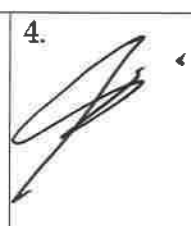
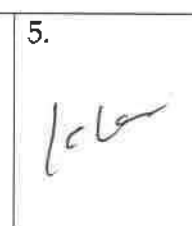
7	Painting	Internal Walls	Royal Emulsion
8	Electrical	Connected Load	As per Standard
		DG Back Up	100% for Lighting
		Modular Switches	Legrand/ Anchor/Roma or Equivalent
9	Lifts		8/10 Passenger Lift as per the design Schindler/Kone/Equivalent
10	Security External		CCTV Cameras Perimeter Camera Surveillance

Owners					Developer
1.	2.	3.	4.	5.	
					

ANNEXURE- III

MANNER OF PAYMENT OF INTEREST FREE REFUNDABLE DEPOSIT

To	Date	Mode and details	Amount (in Rs.)
Owner No. 1	15.04.2019	Cheque 543814 of Yes Bank	25,00,000
	23.02.2020	Cheque 000770 of ICICI Bank	50,00,000
	25.05.2020	Cheque No.000820 of ICICI Bank	50,00,000
	10.09.2020	Cheque 000869 of ICICI Bank	25,00,000
	Sub-Total		1,50,00,000
Owner No. 2	06.02.2020	Cheque 000760 of ICICI Bank	50,00,000
	06.02.2020	Cheque 000761 of ICICI Bank	50,00,000
	06.02.2020	Cheque 000762 of ICICI Bank	50,00,000
	Sub-Total		1,50,00,000
Owner No. 3	03.09.2020	RTGS-UTR-CMS2009030004CE - Kotak Bank	1,50,00,000
Owner No. 4	24.02.2020	Cheque 000771 of ICICI Bank	1,50,00,000
Owner No. 5	13.03.2020	Cheque 000792 of ICICI Bank	75,00,000
Grand Total			6,75,00,000

Owners					Developer
1. 	2. 	3. 	4. 	5. 	

MANNER OF PAYMENT OF INTEREST FREE NON- REFUNDABLE DEPOSIT

To	Date	Mode and details	Amount (in Rs.)
Owner No. 1	29.10.2020	NEFT- KKBK203037851365- Kotak Bank	5,00,000
		TDS ¹	3,778
	08.07.2021	DD- 613272/06.07.2021- Kotak Bank	19,80,000
		TDS ²	20,000
Total			25,03,778

¹ TDS of 0.75% on the payment amount has been deducted and will be remitted to the Income Tax authority.

² TDS of 1% on the payment amount has been deducted and will be remitted to the Income Tax authority.

Owners					Developer
1.	2.	3.	4.	5.	
	