

I 12897/23-24 12897/2023-24/1-20

BNG(U)-VRT

ADDENDUM CUM RECTIFICATION AGREEMENT

THIS ADDENDUM CUM RECTIFICATION AGREEMENT TO THE JOINT DEVELOPMENT AGREEMENT DATED: 03.07.2023, REGISTERED AS DOCUMENT NO: VRT-1-3538/2023-24, STORED IN BOOK-I, IN THE CENTRAL SERVER REGISTERED IN THE OFFICE OF SUB-REGISTRAR, VARTHUR, BANGALORE IS MADE AND EXECUTED ON THIS THE TWELFTH DAY OF FEBRUARY YEAR TWO THOUSAND AND TWENTY-FOUR (12/02/2024) AT BANGALORE:

BY AND BETWEEN:

1. SMT. VENKATAMMA,
Aged about 91 years,
W/o Late. Balakrishna, @Moogappa
AADHAAR NO: 4984 5900 2025
2. SRI. M. K. ERAPPA,
Aged about 50 years,
S/o Late. Balakrishna, @Moogappa,
AADHAAR NO: 8570 7142 0753
3. SMT. PRAMEELA ERAPPA,
Aged about 37 years, W/o
Sri. M. K. Erappa,
AADHAAR NO: 7478 4108 4829
4. MASTER. TARUN.M.E.,
Aged about 17 years, S/o
Sri. M. K. Erappa,
AADHAAR NO: 4776 0441 5078
Being minor represented by
her natural guardian father Sri. M. K. Erappa
5. MS. PAVANI. M. E.,
Aged about 16 years, D/o
Sri. M. K. Erappa,
AADHAAR NO: 4898 3324 5396
Being minor represented by
her natural guardian father Sri. M. K. Erappa



Handwritten signatures and names: Venkatamma, Prameela, Tarun, Pavani.

For NBR PROJECTS LLP

Handwritten signature of N. Arjun and Partners.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o Nanja Reddy
ಇವರು ₹1,000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	100.00	Online Challan Reference Number RG0224000006603944 Dated:12/02/2024
E-Payment	900.00	Online Challan Reference Number RG0224000006603944 Dated:12/02/2024
Total:	1,000.00	

ಸ್ಥಳ :ವರ್ತೂರು

ದಿನಾಂಕ: 12/02/2024

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ
ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ವರ್ತೂರು

BNG(U)-VKT...12897/2023-24/3-20

6. SRI. SRINIVAS. M. B.,
Aged about 43 years,
S/o Late. Balakrishna,
AADHAAR NO: 8154 7255 1777
7. SMT. CHANDRAKALA.V.,
Aged about 38 years,
W/o Sri. Srinivas. M. B.,
AADHAAR NO: 9474 5718 9226
8. MASTER, YASH. M. S.,
Aged about 14 years, S/o
Sri. Srinivas M.B.,
AADHAAR NO: 5696 6185 2381
Being minor represented by
his natural guardian father Sri. Srinivas. M. B
9. MS. MANVITHA. M.S.,
Aged about 8 years, D/o
Sri. Srinivas. M. B.,
AADHAAR NO: 3920 7637 5398
Being minor represented by
her natural guardian father Sri. Srinivas. M. B.

All residing at;
No. 27/3 Near Ravishanakara
Vidhya Mandira
Kachamaranahalli
Gunjur, Bengaluru-
560087-

hereinafter called the "**FIRST PARTY/OWNERS**" (which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE FIRST PART:**

:AND:

g Venkatesh
Srinivas
Prasanna
Srinivas
Srinivas
Srinivas
Srinivas

For NBR PROJECTS LLP

N. M. S. Srinivas
Partners

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- VRT-1-12897-2023-24

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ವರ್ತಮಾನ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 12/02/2024 ರಂದು 03:34:58 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ




ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	100.00
2	ಸೇವಾ ಶುಲ್ಕ	735.00
3	ಹೆಚ್ಚುವರಿ ನೋಂದಣಿ ಶುಲ್ಕ	900.00
	ಒಟ್ಟು	1,735.00

Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o Nanja Reddy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o, Nanja Reddy , 53, Resident of: , No. 109/168, 4 th Sector, Hosur-Sarjapur Road Layout, Bengaluru- 560 102., Bengaluru South, BENGALURU URBAN, KARNATAKA - 560102 (Presenter)		 Left Thumb	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಪಟ್ಟಣ
ವರ್ತಮಾನ















ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o Nanja Reddy, , 53, Resident of: , No. 109/168, 4 th Sector, Hosur-Sarjapur Road Layout, Bengaluru- 560 102., Bengaluru South, BENGALURU URBAN, KARNATAKA - 560102 (Claimant)		 Left Thumb	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಪಟ್ಟಣ

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2	Sri .M/s. NBR PROJECTS LLP Represented by its Partners 2. SRI. N. NAGABHUSHANA REDDY S/o ., , 48, Resident of: 109/168, 4th Sector, Hosur-Sarjapura Road Layout Bengaluru, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560102 (Claimant)		 Left Thumb	<i>N. Nagabhushana Reddy</i>
3	Sri .SRINIVAS. M. B., S/o Late, Balakrishna,@ Moogappa, , 47, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	<i>Srinivas</i>
4	Smt .VENKATAMMA, W/o Late. Balakrishna,@ Moogappa, , 90, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	<i>LTM</i>
5	Sri .M. K. ERAPPA, S/o Late. Balakrishna,@ Moogappa,, , 50, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	<i>Erappa</i>
6	Kumara .MASTER. THARUN.M.E., and MS. PAVANI. M. E., both are Being minor represented by her natural guardian father Sri. M. K. Erappa S/o Late. Balakrishna @ Moogappa, , 50, Resident of: No.145, Sarjapura Main Road, Near Arali Katte, Mulluru, , Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	<i>Tharun</i>
7	Kumara .MASTER. YASH. M. S., and MS. MANVITHA. M.S., Being minor both are represented by natural guardian father Sri. Srinivas. M. B. S/o Late. Balakrishna,@ Moogappa, , 47, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	<i>Yash</i>
8	Mrs .PRAMEELA ERAPPA W/o Sri. M. K. Erappa, , 37, Resident of: No. 27/3 Near Ravishanakara, Vidhya Mandira Kachamaranahalli Gunjur, Bengaluru, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560087 (Executant)		 Left Thumb	<i>prameela</i>

ಒರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

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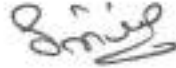
terms of a Joint Development Agreement dated: 03.07.2023, registered as document No: VRT-1-3538/2023-24, stored in Book-I, Central Server, registered in the office of Sub-Registrar, Varthur, Bangalore and thereby, agreed to share the land and buildings in terms contained therein and in terms of General Power of Attorney dated: 03.07.2023 registered as Document No: 190 of Book IV, stored in Central Server, in the Office of the Sub-Registrar, Varthur, Bangalore for development and sale as per the terms of the Agreement.

WHEREAS, due to some reason the Second Party could not implement the project as per the terms of the Joint development Agreement dated :03.07.2023 Hence, First Party approached the Second Party and discussed the possible endeavour, support and facilitation which shall enable the Second Party to implement the project and handover the Owner's Constructed Area within due period. Furthermore, as there is an existing structure in the larger property which cannot be dismantled/demolished, hence, for the betterment of the project and by considering the prevailing market demand, after the mutual discussion and negotiation, the **FIRST PARTY** and the **SECOND PARTY** collectively agreed to limit the Development only with respect to the portion of land in Sy No. 27/3 measuring 1 Acre 14 Guntas which is morefully described in the Schedule herein and hereinafter referred to as a **Schedule Property** by amending the certain terms as mentioned and agreed under the aforesaid Joint Development agreement dated: 03.07.2023, wherein, the Second party has agreed to develop the Property at the cost and expense of Second Party a Residential project in the form of a "Gated Community/Mixed Development", comprising of independent Villas, Villament, Row Houses, Group Housing/Residential Building/s, Apartments and deliver the agreed share of the **34% of constructed areas** (i.e., super built-up area) and undivided share of land therein and proportionate number of car parking spaces and common areas to the First Party and in consideration thereof, the Second Party





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For NBR PROJECTS LLP
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Partners

9	Mrs .CHANDRAKALA.V W/o Sri. Srinivas. M. B., 38, Resident of: No. 27/3 Near Ravishanakara, Vidhya Mandira Kachamaranahalli Gunjur,Bengaluru, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560087 (Executant)		 Left Thumb	
10	Kumari .MS. MANVITHA. M.S., Being minor represented by her natural guardian father Sri. Srinivas. M. B. S/o Late. Balakrishna, @Moogappa, 43, Resident of: No. 27/3 Near Ravishanakara Vidhya Mandira, Kachamaranahalli Gunjur,Bengaluru-, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560087 (Executant)		 Left Thumb	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ

ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	KUMAR S/o SHIVANNA (Identifier)	VARTHUR,BANGALORE, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560087	
2	SHASHIDHAR S/o VENKATA SHIVA REDDY (Identifier)	HSR LAYOUT,BANGALORE, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560102	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ನಂಬರ್ VRT-1-12897-2023-24 ಆಗಿ

ದಿನಾಂಕ 12/02/2024 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯುನ್ಮಾನ ಮಾದರಿಯಲ್ಲಿ

ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ

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would be entitled to retain the balance 66% constructed areas, car parking spaces and proportionate share in common areas for itself or its nominees and the First Party has agreed to convey to the Second Party an undivided proportionate share in the land in the Schedule Property.

WHEREAS, while drafting the Principal Deed due to oversight, a mistake has inadvertently crept in the Principal Deed i.e., Document No: VRT-1-3538/2023-24, stored in Book-I, Central Server, registered in the office of Sub-Registrar, Varthur, wherein, the necessary parties i.e., 1. Smt. Pameela Erappa, and 2. Smt. Chandrakala. V. were missed to mention in the Principal Deed. Hence, 1. Smt. Pameela Erappa, and 2. Smt. Chandrakala. V. shall be added as a 3 and 7 member of the **FIRST PART**.

AND WHEREAS the **PARTIES** have agreed to reduce into writing the terms and conditions of this Addendum Cum Rectification Agreement as hereunder.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

- 1) This Agreement shall be read in continuation of the Joint Development Agreement dated: 03.07.2023, registered as document No: VRT-1-3538/2023-24, stored in Book-I, Central Server, registered in the office of Sub-Registrar, Varthur, Bangalore and General Power of Attorney dated: 03.07.2023 registered as Document No. 190 in Book-IV and stored in Central Server, registered in the Office of the Sub-Registrar, Varthur, Bangalore and all shall form part and parcel of the same transaction and except what is stated herein all other terms and conditions mentioned in the aforesaid Joint

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Poonkaj
Smt
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Smt

For NBR PROJECTS LLP
N. Aris
Partners

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Development Agreement, and General Power of Attorney shall remain the same and in full force and effect.

- 2) That in pursuance of the foregoing and subject to the mutual obligations undertaken by the First Party and Second Party under this agreement, the Second Party has agreed to develop all that Property morefully described in the Schedule hereto and hereinafter referred to as 'SCHEDULE PROPERTY' into a Residential project in the form of a "Gated Community/Mixed Development", comprising of independent Villas, Villament, Row Houses, Group Housing/Residential Building/s, Apartments subject to the terms and conditions hereinafter contained.
- 3) The Second Party shall limit the Development only with respect to the portion of land in Sy No. 27/3 measuring 1 Acre 14 Guntas by developing Residential project in the form of a "Gated Community/Mixed Development", comprising of independent Villas, Villament, Row Houses, Group Housing/Residential Building/s, Apartments and deliver the agreed share of the 34% of constructed areas (i.e., super built-up area) and undivided share of land therein and proportionate number of car parking spaces and common areas to the First Party and in consideration thereof, the Second Party would be entitled to retain the balance 66% constructed areas, car parking spaces and proportionate share in common areas for itself or its nominees and the First Party has agreed to convey to the Second Party an undivided proportionate share in the land in the Schedule Property.
- (a) The Second Party/Developer is hereby irrevocably empowered and authorized to develop the Schedule Property in the form of a "Gated Community/Mixed Development", comprising of independent Villas,

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Prameela
Srinivas
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For NBR PROJECTS LLP

N. Aravind
S. Aravind
Partners

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Villament, Row Houses, Group Housing/Residential Building/s, Apartments at its cost jointly with the First Party.

- (b) The Second Party/Developer shall construct and deliver to the First Party 34% of the Saleable Built - up Area, and undivided share of land permitted Car Parking Spaces and permitted Garden areas and other open spaces and the proportionate undivided interest in the land Schedule Property, hereinafter referred to as 'OWNERS' CONSTRUCTED AREA' which is further detailed below. The balance 66% of the Saleable Built - up Area, permitted Car Parking Spaces and permitted Garden areas and other open spaces and the proportionate undivided interest of land the Schedule Property, will belong to the Second Party and are for the share of the Second Party and shall hereinafter be referred to as 'DEVELOPERS' CONSTRUCTED AREA' which is further detailed below.
- (c) Both the parties are also be entitled to enjoy in common all common areas, amenities and facilities to be provided in the development in Schedule Property during the course of the enjoyment of their built-up areas.
- (d) In consideration of the Second Party/Developer carrying out the construction of 'OWNERS' CONSTRUCTED AREA' at its cost in terms hereof and delivery, the Second Party shall be entitled to conveyance of 66% undivided share, right, title, interest and ownership in the Schedule Property and in proportion to the super built-up area comprised in the 'DEVELOPERS' CONSTRUCTED AREA'.
- 4) The Second Party shall utilize such FAR which is suitable for the prevailing market requirement and as decided by the concerned Second Party's architect.

For NBR PROJECTS LLP

N. Aris
Partners

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However, if the second party or if TDR loaded for any additional and section then in the event the first party shall be eligible for the proportionate of the share in the development.

- 5) The word "super built-up area" mentioned in this Agreement shall comprise of:
- i) The total built up area of the Building or as the case may be, of the units forming part thereof, including space under the walls, external finish and utility area (if any);
 - ii) The balconies/sit-outs in the Building or unit/s (if any); and
 - iii) The common areas, common amenities and services appertaining to the Building or as the case may be proportionate part/s thereof in the case of unit/s including but not limited to balconies, staircases, lift rooms, electrical Meter rooms, pump rooms, Generator rooms, common areas, circulation areas but excludes car parking areas, terrace areas and garden areas)
- 6) The Second Party shall be entitled to commence construction in the Schedule Property before or after the registration of the Project under the provisions of the Real Estate (Regulation and Development Act 2016 hereinafter referred to as "the Act" and Karnataka Real Estate (Regulation and Development) Rules 2017 Act with the Real Estate Regulatory Authority.
- 7) The Second Party shall complete the construction of the Residential Apartment Buildings in accordance with the Specifications and the Sanctioned Plans within Sixty months from the date of Plan Sanction under the provisions of the Real Estate Regulation and Development Act 2016, hereinafter referred to as "the Act" and Karnataka Real Estate (Regulation and Development) Rules 2017 Act with the Real Estate Regulatory Authority which period does not include the time taken for obtaining of the

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THE SEAL

of Venkatesh
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For NBR PROJECTS LLP
N. Aravind
[Signature]
Partners

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Occupancy Certificate/ Completion Certificate from the plan sanctioning authorities and Electrical, Water and Sanitary Connections from the respective departments. However, the Second Party shall not incur any liability for any delay in delivery of possession of the 'OWNERS' CONSTRUCTED AREA' by reason of non-availability of Government Controlled Materials, and/or by reason of Governmental restrictions and/or civil commotion, transporters strike, Act of God or due to any injunction or prohibitory order (not attributable to any action of the Second Party) or conditions force majeure or for reasons beyond the control of the Second Party. In case of utilization of Transferable Development Rights in the proposed construction the period stipulated for completion of construction shall be Sixty months instead of thirty-six months stipulated above. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for completion and delivery of the said 'OWNERS' CONSTRUCTED AREA'. The time taken for obtaining occupancy certificate/ completion certificate/ power/ water/ sanitary connections by the Second Party shall be excluded at the time of computing the period stipulated for construction. In the event of delay in securing Occupancy Certificate/Completion Certificate or Power/ sanitary/ water connections, the Second Party shall arrange to have temporary electrical, water and sanitary connections until permanent connections are obtained.

- 8) The Second Party is entitled to integrate the development in the **SCHEDULE PROPERTY** with the development which the Second Party may undertake in the lands abutting/adjoining to the **SCHEDULE PROPERTY**. The Second Party is empowered and authorized to confer upon the tenants/ buyers of the built-up areas in the adjoining lands, right to use and enjoy the common roads, approach roads and all other facilitates that will be provided in the **SCHEDULE PROPERTY** to the purchasers/tenants therein provided they also share proportionate maintenance and other common expenses. The



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For NBR Projects LLP
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For NBR PROJECTS LLP
N. Arun
Partners

Scheme of common development shall not affect the right of the owners share in the land comprised in the **SCHEDULE PROPERTY** as agreed as per the supplementary Agreement. The Second Party on acquisition of adjacent lands if any is also entitled to integrate the development in **SCHEDULE PROPERTY** with adjacent lands by securing sanction of common plan from the jurisdictional authorities and provide common roads, passages and other services for the entire development in both the properties. The Second Party shall prepare Plans and all required drawings as per building Bye-laws, Rules & Regulations in force for residential development of the **SCHEDULE PROPERTY** and also the necessary drawings designs etc., for other building therein and apply for sanctions. All the expenses and costs which may have to be incurred in connection with the preparation of the plans, drawings, estimates etc., and /or obtaining clearance and sanctions for the, plan and also the entire cost of construction and development shall be borne by Second Party.

- 9) The First Party or anyone claiming through them shall be liable to bear and pay to the Second Party maintenance charges and common expenses and pay the authorities all taxes, GST, cesses and charges for electricity, water and sanitary and other services and outgoings payable in respect of the 'OWNERS' CONSTRUCTED AREA' from the date of completion of the same or portions of the same or on the expiry of Fifteen days from the date of service of a written notice by Registered Post (Acknowledgement Due) by Second Party to the First Party that the 'OWNERS' CONSTRUCTED AREA' or part thereof is ready for occupation in such Building
- 10) The Second Party shall be entitled to raise loans, either by way of equitable mortgage or otherwise, with any Bank, Financial institution, persons,

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For NBR PROJECTS LLP
 N. Arun
 Partners

entity/ies, etc., for development of the Project ("Construction Finance") against the security of the Second Party's Constructed Area and the Second Party's proportionate 66% undivided share, right, title and interest in the Schedule Property.

- 11) The Second Party agrees that it shall not at any time, whether during the course of construction or after its completion, encumber or create any charge on the share of the First Party in the Project.
- 12) The permission granted by the FIRST PARTY to enable the SECOND PARTY to raise project loan by creating a charge on the share of the SECOND PARTY and that the SECOND PARTY shall duly keep the FIRST PARTY informed of the nature of loan and the quarterly statement of payment being made and shall not under any circumstances either commit breach or default in the payment of monthly installment/quarterly installment as may be agreed to between the SECOND PARTY and the financial institution which shall not in any manner hamper the progress of the project and in the event of any act on the part of the SECOND PARTY resulting in any action or proceedings being initiated by the financial institution affecting the project, the SECOND PARTY shall jointly and personally by its directors be responsible to indemnify any such loss being suffered by the FIRST PARTY.
- 13) Recognizing that the implementation of the provisions of this Agreement with respect to various actions of the Parties may require the execution of supplemental documents the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver such other and further documents as may be reasonably necessary to implement the transactions contemplated by this Agreement and required by the other



g Venkateshwar
Prongla Singh
Singh
Singh
Singh

For NBR PROJECTS LLP

N. Aravind
Partners

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BNG(U)-VRT...../2023-24/16-200

Party hereto so long as such other and further documents unless otherwise agreed to in writing, are consistent with the terms and provisions hereof, shall not impose additional obligations on any party, shall not deprive any Party of the privileges herein granted to it and shall be in furtherance of the intent and purposes of this Agreement.

- 14) In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach. In the event of any disputes between the parties hereto the same shall be settled through arbitration according to Indian Arbitration and Conciliation Act in force. Courts at Bangalore shall alone have jurisdiction.
- 15) 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:
- a) amend that provision in such reasonable manner 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.
 - 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.



2
Venkatarma.
S. Srinivas
Srinivas
Pranav Srinivas
Srinivas
Srinivas

For NBR PROJECTS LLP

N. Anand
Partners

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BNG(U)-VRT...../2023-24/17-200

SCHEDULE PROPERTY


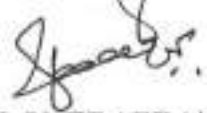
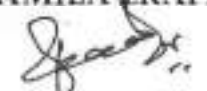
All that piece and parcel of agricultural land bearing Sy.No.27/3 measuring 1 Acre 14 Guntas and ½ Guntas land situated at Kachamaranahalli Village, Varthur Hobli, Bangalore East Taluk, Bengaluru Urban District and bounded on the;

East by : Property in Sy. No:27/26;
West by : Remaining portion in the Same Sy No.27/3 & Sy No.27/8 &27/9
North by : Govt Road & Remaining portion in the Same Sy No.27/3
South by : Sy No. 27/6 and Sy No. 27/14.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET HIS RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1) B.S. GANESH KIRAN
No.13 1st Phase
BENGALURU

2  Witness
by
(VENKATAMMA) Sr. (Vive).

(M. K. ERAPPA)
Prameela
(PRAMILA ERAPPA)

(TARUN. M. E)

For NBR PROJECTS LLP

N. Aravind

Partners


Being minor represented by
his natural guardian/father
Sri. M. K. Erappa



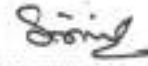
(PAVANI. M. E)

Being minor represented by
her natural guardian/father
Sri. M. K. Erappa

(SRINIVAS. M. B)

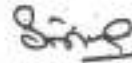


(CHANDRAKALA.V)



(YASH. M. S)

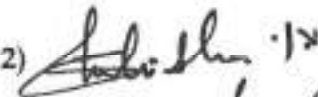
Being minor represented by
his natural guardian/ father
Sri. Srinivas. M. B.



(MANVITHA. M.S)

Being minor represented by
her natural guardian/father
Sri. Srinivas. M. B.

FIRST PARTY

2)  12
8/0 Venkateshwar Reddy,
H8K Grant
B'lon - 102



- f. **Kitchen:** U Shaped Granite platform with stainless steel sink. Dado 2'6" above platform. Provision for Water Filter, Electric Chimney points.
3. **Toilets**
CP Fittings - Jaquar/Hindware or equivalent brand.
Sanitary ware - Porcelain fixtures of Hindware/ Cera/ Parryware/ Jaquar or equivalent.
4. **Doors**
Main door in Teakwood frame with Veneered Flush Doors. Bedroom doors in pre-engineered frames pre-engineered veneered shutters.
5. **Windows** - UPVC
6. **Paint**
a. Long lasting paint for exterior.
b. Emulsion paint for internal ceilings and walls.
c. Enamel for MS Grills.
d. Polish for Main door shutter and windows.
7. **Electrical**
a. Concealed conduit with copper wiring.
b. Modular switches - Anchor Woods or equivalent branded switches.
8. **Standby power**
100% DG back-up for emergency power for pumps and common area lighting.
9. **Security**
24 x 7 Security around the premises and Security camera installation in strategic location.
10. Intercom facility for each apartment.
11. Club House with all modern amenities including gym and party hall.
12. Rain Water Harvesting & STP.

UNSEAL ON

2 107
f Venkatarao
Srinivas
Prameela
Srinivas
Srinivas
Srinivas

For NBR PROJECTS LLP

N. Aravind
Partners

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BNG(U)-VKT 3538 / 2023-24 / 1-53

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT IS MADE AND EXECUTED ON THIS THIRD DAY OF JULY, YEAR TWO THOUSAND AND TWENTY-THREE (03/07/2023) AT BENGALURU:

:BETWEEN:

1. **SMT. VENKATAMMA,**
Aged about 90 years,
W/o Late. Balakrishna @ Moogappa,
AADHAAR NO: 4984 5900 2025
2. **SRI. M. K. ERAPPA,**
Aged about 50 years,
S/o Late. Balakrishna @ Moogappa,
AADHAAR NO: 8570 7142 0753
3. **MASTER. THARUN.M.E.,**
Aged about 17 years,
S/o Sri. M. K. Erappa,
AADHAAR NO: 4776 0441 5078
Being minor represented by
his natural guardian/father Sri. M. K. Erappa
4. **MS. PAVANI. M. E.,**
Aged about 15 years,
D/o Sri. M. K. Erappa,
AADHAAR NO: 4898 3324 5396
Being minor represented by
her natural guardian father Sri. M. K. Erappa
5. **SRI SRINIVAS. M. B.,**
Aged about 47 years,
S/o Late. Balakrishna @ Moogappa,
AADHAAR NO: 8154 7255 1777

VENKATAMMA
M.K. ERAPPA
SRINIVAS. M. B.
SRINIVAS. M. B.
FIRST PARTY/OWNERS

ERAPPA
ERAPPA
SRINIVAS. M. B.
SRINIVAS. M. B.

For NBR PROJECTS LLP

N. ASHWINATHANARAYANA REDDY
Partner
FOUNDER

SECOND PARTY/DEVELOPER

BNG(U)-VRT.....3538/2023-24



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o Nanja Reddy ಇವರು ₹8,36,600.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	8,36,600.00	Online Challan Reference Number RG0723000001106966AB Dated:03/07/2023
Total:	8,36,600.00	

ಸ್ಥಳ :ವರ್ತೂರು

ದಿನಾಂಕ: 03/07/2023

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ
ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ವರ್ತೂರು

6. MASTER, YASH. M. S.,
Aged about 13 years,
S/o Sri. Srinivas M.B.,
AADHAAR NO: 5696 6185 2381
Being minor represented by
his natural guardian father Sri. Srinivas. M. B.
7. MS. MANVITHA. M.S.,
Aged about 7 years,
D/o Sri. Srinivas. M. B.,
AADHAAR NO: 3920 7637 5398
Being minor represented by
her natural guardian father Sri. Srinivas. M. B.
All residing at;
No. 145, Sarjapura Main Road,
Near Arali Katte,
Mulluru,
Bengaluru - 560035.

hereinafter called the "FIRST PARTY/OWNERS"(which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.,) **OF THE FIRST PART:**

:AND:

M/s. NBR PROJECTS LLP,
Registered under the
Limited Liability Partnership Act,
(LLP Identity No. ABB-5602)
Having its registered office at,
No. 109/168,
4th Sector, Hosur-Sarjapur Road Layout,
Bengaluru- 560 102.
PAN: AAUFN1872F

Represented by its Partner,
SRI. N. ASHWATHNARAYANA REDDY
AADHAAR NO: 9045 7861 6849


VENKATASWAMY
M. KRAPP
Srinivas
SRINIVAS. M. B.
Srinivas
SRINIVAS. M. B.
FIRST PARTY/OWNERS


M. KRAPP
Srinivas
SRINIVAS. M. B.

For NBR PROJECTS LLP

N. ASHWATHNARAYANA REDDY
Partner
Partners

SECOND PARTY/DEVELOPER




BNG(U)-VRT 3538/2023-24

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- VRT-1-03538-2023-24

ವರ್ತಮಾನ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 03/07/2023 ರಂದು 12:47:18 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ




ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	4,18,300.00
2	ಸೇವಾ ಶುಲ್ಕ	1,855.00
	ಒಟ್ಟು	4,20,155.00

Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o Nanja Reddy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋರ್ಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o, Nanja Reddy , 53, Resident of: , No. 109/168, 4 th Sector, Hosur-Sarjapur Road Layout, Bengaluru- 560 102., Bengaluru South, BENGALURU URBAN, KARNATAKA - 560102 (Presenter)		 Left Thumb	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ
ವರ್ತಮಾನ

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋರ್ಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri .NBR PROJECTS LLP, Represented by its Partner, SRI. N. ASHWATHNARAYANA REDDY S/o Nanja Reddy, , 53, Resident of: , No. 109/168, 4 th Sector, Hosur-Sarjapur Road Layout, Bengaluru- 560 102., Bengaluru South, BENGALURU URBAN, KARNATAKA - 560102 (Claimant)		 Left Thumb	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

hereinafter called the "**SECOND PARTY/DEVELOPER**" (Which expression wherever it so requires shall mean and include all its successors-in-interest and assigns etc.,) **OF THE OTHER PART:**

: WITNESSETH:

WHEREAS, the First Party herein represents that they are the full and absolute owners and in actual possession and enjoyment of all that agricultural property bearing Sy No.27/3 measuring 1 Acre 26 Guntas and 0.8 Gunta Kharab land out of 2 Acres 28 Guntas and 1 Gunta of Kharab lands situated at Kachamaranahalli Village, Varthur Hobli, Bangalore East Taluk, Bengaluru District, which is more fully described in the Schedule hereunder and hereinafter referred to as the "**SCHEDULE PROPERTY**".

WHEREAS, First party herein inherited the Schedule property in terms of IHC bearing 3/1996-97 after the demise of Sri. Balakrishna @ Moogappa who acquired the same in terms of Will dated: 02.08.1971, registered as Document No. 9/1971-72, Volume-2, Pages 15-18, stored in Book-III, in the office of sub registrar, Jayanagar, Bengaluru.

WHEREAS, in the manner stated above, the First Party acquired absolute right, title, interest and ownership in the land in Schedule Property and are fully seized and possessed of the Schedule Property with power and authority to sell or otherwise dispose of the same in favour of any persons of their choice.

WHEREAS, the First Party is desirous of subjecting the Schedule Property for development of the same into Residential project in the form of a "Gated Community", comprising of Residential Building/ Apartments and are on look out for a Developer who will be able to formulate a scheme of development and agreed to share the land and Residential building/s to be built therein on mutually agreed sharing ratio and the First Party having found the Second Party as Property Developers, approached them and requested to accept the Schedule Property for development and sale on joint development basis and based upon the said request, the Second Party agreed to do so on the basis of the aforesaid and on the following specific representations made by the First Party:

YENKATAPPA
M. K. ERAPPA

Srinivas
SRINIVAS. M. R.

Srinivas
SRINIVAS. M. R.

FIRST PARTY/OWNERS

M. K. ERAPPA

Srinivas
SRINIVAS. M. R.

Srinivas
SRINIVAS. M. R.









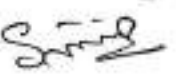





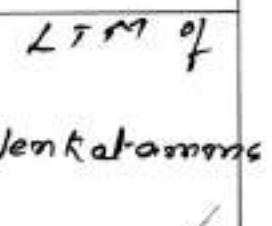
For NBR PROJECTS LLP

N. Ashwathinarayana Reddy

N. ASHWATHINARAYANA REDDY
Partner
Partners

SECOND PARTY/DEVELOPER

6-536

2	Sri .M. K. ERAPPA, S/o Late. Balakrishna,@ Moogappa,, 50, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	
3	Kumara .MASTER. THARUN.M.E., and MS. PAVANI. M. E., both are Being minor represented by her natural guardian father Sri. M. K. Erappa S/o Late. Balakrishna @ Moogappa, 50, Resident of: , No.145 Sarjapura Main Road, Near Arali Katte. Mulluru, , Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	
4	Sri .SRINIVAS. M. B., S/o Late. Balakrishna,@ Moogappa, 47, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	
5	Kumara .MASTER, YASH. M. S., and MS. MANVITHA. M.S., Being minor both are represented by natural guardian father Sri. Srinivas. M. B. S/o Late. Balakrishna,@ Moogappa, 47, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	
6	Smt .VENKATAMMA, W/o Late. Balakrishna,@ Moogappa, 90, Resident of: , No. 145, Sarjapura Main Road, Near Arali Katte, Mulluru, Bengaluru - 560035., Bengaluru East, BENGALURU URBAN, KARNATAKA - 560035 (Executant)		 Left Thumb	 LTM of Venkatamma

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕಾಧಿಕಾರಿ
ವಕೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ,
ಉಪನಿರ್ದೇಶಕಾಧಿಕಾರಿ
ವಕೂರು

ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
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- a) that the First Party is the sole and absolute owner of the Schedule Property and his title to the Schedule Property is good, marketable and subsisting and that none else have any right, title, interest or share therein and that cost of good title shall be that of First Party at all times and Schedule Property is free from encumbrances and claims including all claims by way of sale, exchange, mortgage, gift, inheritance, trust, possession, easement, lien or otherwise;
- b) that the members of the First Party have not entered into any agreement or arrangement for sale of the Schedule Property with anyone and have not executed any Power of Attorney to deal with the same;
- c) 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 is not the subject matter of any suit, writ, execution or other legal proceedings which bars development and sale of the Schedule Property;
- d) that the members of the First Party do not have any pending liabilities with regard to income tax or any other tax which would affect their title to the Schedule Property and its development and/or disposal in terms herein;
- e) that the Schedule Property is not a land 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 Schedule Property;
- f) that there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;
- g) that the members of the First Party do not hold land in excess of the Ceiling limit under the Karnataka Land Reforms Act;
- h) that the Schedule Property is not a granted land to Schedule Caste and Schedule Tribes and there is no prohibition or bar or impediment for sale of the Schedule Property to anyone else;
- i) that no notice from Government or any other local body or authority or under the Land Acquisition Act or any other Act (Central or State) otherwise or under any other Legislative Enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the Schedule Property) has been received by the members of First Party to acquire whole or portions of the Schedule Property.
- j) that the Schedule Property is the personal self-acquired property of the First Party in which no other persons have any manner of right, title or interest

VENKATASUBRA
M.K. KRAPPA
Srinivas
SRINIVAS, M.E.
Srinivas
SRINIVAS, M.E.
FIRST PARTY OWNERS

M.K. KRAPPA
M.K. KRAPPA
Srinivas
SRINIVAS, M.E.

For NBR PROJECTS LLP

N. Ashwathinarayana Reddy

N. ASHWATHINARAYANA REDDY
Partner
Partners

SECOND PARTY DEVELOPER

BNC(U)-YKT-3138/2023-24

1	GAJENDRA S/o Srinivas (Identifier)	JISR Layout, Bangalore, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560102	Giff
2	Koushik S/o Srinivas Reddy (Identifier)	JISR Layout, Bangalore, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560102	Shan

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ



1 ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜು
ನಂಬರ್ VRT-1-03538-2023-24 ಆಗಿ
ದಿನಾಂಕ 03/07/2023 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯುನ್ಮಾನ
ಮಾಧರಿಯಲ್ಲಿ
ಕೈರಂ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ.



therein and in case of any claims, the First Party themselves will answer such claims and offer indemnity to the Second Party;

WHEREAS, the Schedule Property is a vacant land and is located in the urban area of Bangalore and hence the First Party is desirous of developing the Schedule Property into a Residential Complex in the form of a "Gated Community", comprising of Residential Building/Apartments to augment its income;

WHEREAS, the Builder/Second Party has represented to the First Party as under:

- (a) That it has the necessary experience, expertise, resources, infrastructure and ability to develop the Schedule Property into a Residential project in the form of a "Gated Community", comprising of Residential Building/Apartments with modern technology.
- (b) That it has the necessary financial capacity to complete the project in the time specified in this Joint Development Agreement.
- (c) That it will comply with all applicable laws and will complete the development and construction on the Schedule Property strictly in accordance with the terms and conditions and conforming to the specifications stipulated under this Joint Development Agreement and complete the constructed areas allocated to the First Party within the time specified in this Joint Development Agreement and as per all approvals.

WHEREAS, based on the mutual representations, the parties have agreed to develop the Schedule Property at the cost and expense of Second Party and construct Residential Complex in the form of a "Gated Community", comprising of Residential Building/Apartments and deliver the 37% share of the constructed areas (i.e., super built-up area) therein and proportionate number of car parking spaces and common areas to the First Party and in consideration thereof, the Second Party would be entitled for 63% share of constructed areas, car parking spaces and proportionate share in common areas for itself or its nominees and the First Party has agreed to convey to the Second Party an undivided proportionate share in the land in the Schedule Property.


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FIRST PARTY OWNERS


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SRINIVAS M. E.

For NBR PROJECTS LLP

N. ASHWATHINARAYANA REDDY
Partners

SECOND PARTY DEVELOPER

BNG(U)-VKT.3538/2023-24/10-53

WHEREAS, the parties have agreed to reduce into writing the terms and conditions of the Agreement entered into between them for the development of the Schedule Property.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

In pursuance of the foregoing and subject to the mutual obligations undertaken by the First Party and the Second Party under this Joint Development Agreement, the Second Party has agreed to develop all that Property morefully described in the Schedule hereto and hereinafter referred to as 'SCHEDULE PROPERTY' into Residential Development in the form of a "Gated Community", comprising of Residential Building/ Apartments subject to the terms and conditions hereinafter contained.

- a) The Second Party/ Developer is hereby irrevocably empowered and authorized to develop the Schedule Property into "Gated Community", comprising of Residential Building/ Apartments, at its cost jointly with the First Party.
- (b) The Second Party/ Developer shall construct and deliver to the First Party such total super built-up area in the form of Residential Building/ Apartments together with proportionate share of car parking spaces, hereinafter referred to as 'OWNERS' CONSTRUCTED AREA' which is further detailed below.
- (c) Both the parties are also be entitled to enjoy in common all common areas, amenities and facilities to be provided in the development in Schedule Property during the course of the enjoyment of their built-up areas.
- (d) In consideration of the Second Party/ Developer carrying out the construction of 'OWNERS' CONSTRUCTED AREA' at its cost in terms hereof and delivery, the Second Party shall be entitled to conveyance of undivided share, right, title, interest and ownership in the Schedule Property and in proportion to the super built-up area comprised in the 'DEVELOPERS' CONSTRUCTED AREA'.

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FIRST PARTY OWNERS

M.K. ERAPPA
SRINIVAS, M. B.

For NBR PROJECTS LLP

N. Ashwattharayan Reddy

Partner

Partners

SECOND PARTY/ DEVELOPER

1. DEFINITION:

- 1.1. "Agreement" shall mean this Joint Development Agreement, together with the Schedules and Annexure attached hereto, as amended, varied or supplemented by the Parties in writing from time to time.
- 1.2. "Applicable Law" shall mean any laws, statutes, rules, regulation, notifications, circulars, guidelines, directive, bye laws, standing orders, codes or other binding actions or requirements of nay government department, agency or instrumentality of any government and/or regulatory authority for the time being in force in India, and the orders or awards issued by any Court or arbitral tribunal in India.
- 1.3. "Area-Sharing Agreement" shall mean the agreement to be entered into between the Parties hereto in terms of this Agreement, clearly identifying the plots and the built-up areas and all other areas. Such Area Sharing Agreement shall contain the details as to the sites and Units allotted towards the respective entitlements of Owner and Developer.
- 1.4. "Unit Plan/s" Shall mean the construction plans in respect of the Units including Individual Units comprised in the Project, which are to be prepared by the Developer from time to time in phases in terms of this Agreement and submitted to the concerned municipal or local authority for approval under the Applicable law.
- 1.5. "Civic Amenities Area" Shall mean the areas comprised in the Property demarcated as such and surrendered to the concerned municipal or local authority for providing civic amenities/ facilities; open spaces; roads; parks; play grounds, etc., in accordance with the Zonal Regulation and other Applicable Law, for granting approval to the Layout Plan/ Residential plan of the Project.
- 1.6. "Commencement Approvals" shall mean all the approvals, consents, licenses, NOCs, orders, permissions and sanctions that are required to commence the construction and development of the Project from the concerned municipal or local authority, including the approval of the

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For NBR PROJECTS LLP
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N. ASHWATHINARAYANA REDDY
Partner
Partners

SECOND PARTY/DEVELOPER

Layout Plan/ Residential plan and sanction of the Unit Plans, obtained from time to time in phases.

- 1.7. "Common Areas" shall mean the land and areas reserved/ utilized for providing facilities like security rooms, common car-parking areas, underground and overhead water storage tanks, waste treatment plants and other areas of common use in the Project.
- 1.8. "Day" shall mean a calendar day.
- 1.9. "Developer" shall mean M/s NBR PROJECTS LLP.
- 1.10. "Developer's Share of the Total Saleable Area" shall mean 63% (Sixty-Three Percent) of the Total Saleable Area.
- 1.11. "Developer's Property" shall mean the aggregate of (i) the Developer's Share of the Total Saleable Area together with proportionate 63% (Sixty-Three Percent) divided share, right, title and interest in the Property relating thereto; and (ii) the proportionate 63% (Sixty-Three Percent) undivided share, right, title and interest in the Common Areas comprised in the Property.
- 1.12. "Effective Date" means the effective date of this Agreement, which is the 3rd of July 2023.
- 1.13. "Force Majeure" means any cause or event beyond a party's reasonable control which could not have been prevented by reasonable foresight and that materially affects the performance of its obligations hereunder and shall also refer to fire, flood, explosion, earthquake, natural calamity, war strikes, civil unrest, act of God, any pandemic lockdown situation, or any other cause arising out of any change in law, rule regulation or Government action or statutory policy and shall include the causes and events as set forth in this Agreement.


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SRINIVAS M. R.
FIRST PARTY: OWNERS


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SRINIVAS M. R.

For NBR PROJECTS LLP

N. ASHWATHINARAYANA REDDY
Partner
Partners

SECOND PARTY: DEVELOPER

- 1.14. "Government Authority" means any state/central government or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, administrative body, etc., at central, state or local level, having jurisdiction over the Parties, the Project and/or the Property.
- 1.15. "Residential Building Plan" shall mean the residential building plan to be prepared by the developer for the implementation of the Project and submitted to the concerned municipal or local authority for approval under the Applicable Law.
- 1.16. "Owner" shall mean Smt. Venkatamma, Sri. M. K. Erappa, Master Tharun. M. E., Ms. Pavani. M. E, Sri. Srinivas. M. B., Master Yash. M. S., and Ms. Manvitha. M. S.
- 1.17. "Owner's Share of the Total Saleable Area" shall mean 37% (Thirty-Seven Percent) of the Total Saleable Area.
- 1.18. "Owner's Property" shall mean the aggregate of (i) the Owner's share of the Total Saleable Area together with the proportionate 37% (Thirty Seven Percent) divided share, right, title and interest in the Property relatable thereto; and the proportionate 37% (Thirty Seven Percent) undivided share, right, title and interest in the Common Areas comprised in the Property.
- 1.19. "Project" shall refer to the establishment, construction and development of Residential Development in the form of a "Gated Community", comprising of Residential Building/ Apartments with Units, Civic Amenities Areas and common Areas in the upon the property by the Developer, in accordance with the terms of this Agreement.
- 1.20. "Parties" shall mean the parties to this Agreement; and "Party" shall mean any of them.
- 1.21. "Person" shall mean any natural person, corporation, general partnership, limited partnership, proprietorship, other business organization, trust, union, association or Governmental Authority or any other legal entity.

VENKATAMMA
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Srinivas
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FIRST PARTY/OWNERS

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M. K. ERAPPA
Srinivas
SRINIVAS. M. B.

For NBR PROJECTS LLP
N. Aravind
N. ASHWATHNARAYANA REDDY
Partner
Partners

SECOND PARTY/DEVELOPER

- 1.22. "Project Architect" shall mean the architect/firm of architects appointed by the Developer for the Project.
- 1.23. "Saleable Area" referred to herein and elsewhere in this Agreement comprises of:
- (i) The divided saleable plot area of the Units; and
 - (ii) The saleable built-up area of the Units which includes the wall thickness, backyard, front yard, garage space, car parking space, utility area, terrace areas, private garden areas, balconies and sit-out/s, etc., attached to the Units.
- 1.24. "Specifications" shall mean the specifications of construction of the Units as set forth in Annexure to this Agreement.
- 1.25. "Total Saleable Area" shall mean aggregate of the Saleable Area of all the Units constructed in and upon the Property, excluding Civic Amenities Area and Common Areas comprised in the Project.
- 1.26. "Unit/s" shall refer to the individual residential units of varying sizes to be built upon the Property in terms of this Agreement by the Developer.
- 1.27. "Zonal Regulation" shall refer to the Zonal Regulation prepared and published by BDA, BBMP, BMRDA and/or the concerned Planning Authority and as applicable to the project.
- 1.28. "RERA Regulation" shall refer to the registration of project with the Real Estate Regulatory Authority under the provisions of Real Estate (Regulation and Development) Act 2016 and Karnataka Real Estate (Regulation and Development) Rules 2017 Act.

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FIRST PARTY/OWNERS

M. ERAPPA
SRINIVAS, M. B.

For NBR PROJECTS LLP

N. Ashwathinarayana Reddy
Partner
Partners

SECOND PARTY/DEVELOPER

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1.29. Rule of construction and Interpretation:

In the interpretation of this Agreement, unless the context otherwise requires:

- (a) 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.
- (b) The Schedules and Annexes to this Agreement shall form part of this Agreement and will be of full force and effect as though they were expressly set out in the body of this Agreement and provisions of this Agreement shall be read and interpreted in conjunction with the Schedules and Annexes hereto.
- (c) A reference to any agreement is a reference to that agreement and all schedules, appendices and the like incorporated therein, as the same may be amended, modified, supplement, waived, varied, added to, substituted, replaced, renewed or extended from time to time.
- (d) A reference to an article, clause, sub-paragraph, schedule or recital is a reference to an article, clause sub-clause, paragraph, sub paragraph, schedule or recital of this Agreement.
- (e) The terms "hereof", "herein", "hereby", "thereto", "hereunder" and derivative or similar words refer to this entire Agreement.
- (f) The terms "include", and "including" and "among other things, shall be deemed to be followed by the words "without limitation" or "but not limited to", whether or not so followed.
- (g) Words of either gender shall include the other gender.
- (h) Words using the singular or plural number shall also include the plural or singular number, respectively.



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M. C. ERAPPA

SRINIVAS. M. R.

SRINIVAS. M. R.
FIRST PARTY: OWNERS


M. C. ERAPPA

SRINIVAS. M. R.

For NBR PROJECTS LLP

N. ASHWATHINARAYANA REDDY
Partner
Partners

SECOND PARTY: DEVELOPER

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- (i) Reference to Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time be amended, supplemented or re-enacted, and any reference to any statutory provision shall include any subordinate legislation made from time to time under that provision.
- (j) A reference to a term as defined in another executed agreement shall be to such term as defined therein whether or not such other agreement is then in effect.
- (k) All correspondence and communications to be given under this Agreement shall be in English language and the Agreement shall be construed and interpreted in accordance with the English language.

2. POWER TO DEVELOP THE SCHEDULE PROPERTY:

- 2.1. The First Party hereby permits the Second Party to enter the Schedule Property immediately on securing Conversion of the Schedule Property for Non-agricultural purposes and further authorize the Second Party to develop the Schedule Property into a Residential Complex/Development in the form of a "Gated Community", comprising of Residential Building/Apartments with Units, (hereinafter referred to as the "said Project"), at the cost, expense and responsibility of the Second Party and agrees not to revoke the said power until completion of development and sale of built up area falling into the share of the Second Party.
- 2.2. The Second Party is empowered to commence the development in terms of this Agreement, on Second Party securing conversion of the Schedule Property from agricultural to non-agricultural purposes from the jurisdictional authorities. That on securing the said Conversion, the Second Party stands permitted automatically and hence entitled to enter the Schedule Property without any further permission being given there for to the Second Party to enter the Schedule Property.

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FIRST PARTY OWNERS

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M.K. ERAPPA

Srinivas
SRINIVAS, M. B.

For NBR PROJECTS LLP

N. Aravind
N. ASIRVATHINARAYANA REDDY
Partner

Partners

SECOND PARTY DEVELOPER

- 2.3. Such permission to develop the Schedule Property shall however not be construed as delivery of possession under Section 53A of Transfer of Property Act read with Section 2 (47) (v) of the Income Tax Act of 1961.
- 2.4. The First Party hereby agrees not to interfere or interrupt in any manner whatsoever development of Schedule Property and construction of the Residential Building / Apartment as stated above and/or commit any acts or omissions having the effect of delaying or stopping the work that has to be done under this Agreement. However, the First Party and/or their authorized representative/s are entitled to inspection as provided in this Agreement.
- 2.5. The Second Party shall have full and complete discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction and the First Party shall not interfere with the same provided it is made clear that the development and construction shall be in accordance with the Specifications agreed to between the parties.
- 2.6. The term "Saleable Built-up Area" for the purpose of this Joint Development Agreement means and includes, -
 - i) the plinth area of the Apartment/s in all the floors, portico, car park areas, including walls and external finish and utility area (if any);
 - ii) the balconies/sit outs in the said Apartment/s if any;
 - iii) the proportionate share in all the common areas of the project, common amenities and services like, Electro mechanical rooms, Society rooms, Security Rooms, etc.,

3. PLANS/LICENCES:

- 3.1. The Second Party shall get prepared the necessary conceptual plans/designs of the proposed Residential building, at its own cost, from reputed architects.
- 3.2. The Second Party shall secure sanctions/approvals for plans/drawings/designs etc., for the construction of Residential Development in the form of a "Gated Community", comprising of Residential Building/Apartments with Units, within reasonable time as per building Bye-


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FIRST PARTY/OWNERS


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N. ASHWATHINARAYANA REDDY
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SECOND PARTY/DEVELOPER

Laws, Rules and Regulations in force from the concerned planning authority. The Second Party shall also obtain from Government and Statutory Departments all the no objection certificates, permits and approvals that are required for commencement of residential building/ Apartment construction as per the plans. All fees, statutory charges, levies and expenses for obtaining plan approval including fee payable to the architects and consultants shall be solely borne by the Second Party.

- 3.3 The First Party have on this day executed a Power of Attorney to enable the Second Party to apply for and secure plans and licenses and for other incidental purposes which shall be in force and it shall be irrevocable until the development and sale are completed and the First Party have agreed to extend all co-operation to the Second Party to obtain the aforesaid license/s, sanction/s and permission/s for construction and completion of the Residential Development.
- 3.4 The Second Party shall furnish to the First Party one set of sanctioned building construction plans and all other no objection certificate, permits, licenses and permissions obtained for their record within in one month of the receipt of the Sanction.
- 3.5 That during the currency of the project if any new Act or Ordinance get introduced, either by the State Government or by the Union Government in relation to Joint Development Projects, the SECOND PARTY shall at their cost be liable to obtain all such permission, license, clearance as may be required including no objection letter from the concerned authorities for the purpose of completion of the project.

4. CONSTRUCTION:

- 4.1. The Second Party shall, on sanction of license and plans, construct in the Schedule Property, the Residential Apartment/Building in accordance with the License and Plans with internal and external services, walkways, amenities, facilities, fittings, fixtures, including compounds, staircases and passages, and sewer lines and pipes etc. The construction shall be in accordance with


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FIRST PARTY/OWNERS


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SRINIVAS, M. E.

For NBR PROJECTS LLP

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SECOND PARTY/DEVELOPER

Specifications detailed in Annexure herein or equivalents thereto. The Second Party shall construct the Apartment with identical specification for both the Owner's Constructed Area and the Builder/Developer's Constructed Area;

4.2. All the expenses and costs which may have to be incurred in connection with the preparation of the plans, drawings, estimates, etc., and/or obtaining the clearance/s and sanction/s for the plan and also the entire cost of construction of the Residential Building and providing the amenities, services and facilities and the fittings and fixtures thereon, including the fees payable to the Architects, Engineers, Contractors and other staff and workmen shall be borne by the Second Party exclusively. In case of disputes between the Second Party and/or their Contractors, Architects, Engineers and other workmen and suppliers of materials and other person/s who is/are engaged in the development of the Schedule Property, the same shall be settled by the Second Party alone, who shall also be liable and answerable for their claims, if any. In case of any accidents or injury or death occurring during the course of construction period to any workmen or third party/ies in the Schedule Property, the Second Party will solely be responsible for the same and the First Party shall have no liability/ies to any extent in this behalf.

4.3. The Second Party shall be entitled to make additions, deletions and alterations in the plans submitted and as demanded by the sanctioning authority/ies and also in construction as they deem it fit without materially affecting the entitlement of the First Party. The Second Party shall have absolute discretion in matters relating to the method, manner and design of construction without affecting the designs and safety of the Residential Apartments.

4.4. The Second Party shall promptly comply with all labour laws, insurance laws and all other rules and regulations during the course of development of Schedule Property and further be fully responsible for all the consequences. The Owners has no liability in respect thereto.

4.5. All items of plants and machinery, tools and implements, stores and materials brought into the Schedule Property by the Second Party and/or their contractors, workmen and other agencies for the development and construction of the building in the Schedule Property shall remain their



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For NBR PROJECTS LLP
N. Ashwath Narayana Reddy
Partners

SECOND PARTY/DEVELOPER

exclusive property at all times and/or entitled to remove the same. The Owners shall have no claim or lien whatsoever on any such items of plant and machinery, tools and implements, stores and materials at any time. The Second Party shall move their equipment and machinery into the Schedule Property without damaging the environment and without causing any inconvenience to the other persons residing in the vicinity of the Schedule Property.

- 4.6. The Second Party shall be responsible for conceptualisation, schematic design, preparation of the building plan, tender documentation, finance for construction of the Project and site supervision relating to the Project.
- 4.7. In implementing the Project, the Second Party shall have the absolute discretion to execute it wholly or partly either directly by itself or through its contractors, Second Party's sister concerns, associate companies, nominees, or related companies and the Second Party may accordingly subdivide the work or appoint sub-contractors, as the Second Party may deem fit. The Second Party shall, at its absolute discretion be entitled to call for tenders or adopt any other method for the purpose of selection of contractors, vendors and employees required for the Project under this Agreement and the First Party shall not interfere with the exercise of the right of development of the Schedule Property by the Second Party.
- 4.8. Subject to due performance of its obligations by the Second Party, the development rights under this Agreement shall be irrevocable and the Second Party and/or its associate or nominee shall be entitled to carry out the Project without any let or hindrance from the First Party, and the First Party shall not, in any manner whatsoever obstruct or cause to obstruct the Second Party from performing its obligations hereunder.
- 4.9. It is further agreed and confirmed by the First Party, that the Second Party shall be free to develop neighbouring and nearby properties and entitled to integrate the development of the neighbouring properties with Schedule Property and Owners/Occupants of such development can use and enjoy all or any of the roads, pathways, passages and common facilities, amenities etc., in Schedule Property. The Second Party and other Occupants of such built up areas therein,

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FIRST PARTY/OWNERS

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For NBR PROJECTS LLP

N. Aravind

N. ASHWINARAVANA REDDY
Partners

SECOND PARTY/DEVELOPER

shall have the right to use and enjoy the Infrastructure Facilities, common roads, utilities like lighting, sewerage, water and electricity in the development in Schedule Property in common with owners/occupants thereof.

- 4.10. The SECOND PARTY has proposed to acquire adjacent lands to undertake the scheme of integrated development comprising of residential apartment Complex and that the FIRST PARTY has no objection for the SECOND PARTY to obtain the Development Plan from the jurisdictional planning authority as a single site and the Second Party and/or the successor in interest shall be entitled to use such facilities and amenities provided in the entire residential complex as the same shall not be restricted only to the Schedule Property. The right of free ingress and egress from the road through the complex shall not be restricted and that FIRST PARTY and their successor in interest shall have all the rights in the utilities provided for the residential apartment complex which includes party hall, recreation hall and club facility.

5. SPECIFICATIONS:

The construction of the **OWNERS' CONSTRUCTED AREA** and **DEVELOPERS' CONSTRUCTED AREA** in the Project shall be in accordance with the Specifications contained in Annexure attached hereto or equivalent thereto, hereinafter referred to as 'Specifications'. However, in the event of buyers of Apartment/Residential Building in **DEVELOPERS' CONSTRUCTED AREA** require any upgradation, the Second Party is entitled to provide the same on extra cost in terms agreed with such buyers of the Residential unit.

6. COST OF CONSTRUCTION:

The entire cost of construction of the Development in the Schedule Property including the **OWNERS' CONSTRUCTED AREA** shall be borne solely by the Second Party. The First Party shall not be required to pay any amount for the development and construction in the Schedule Property or for **OWNERS' CONSTRUCTED AREA** other than those specifically undertaken by them under this Agreement.

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For NBR PROJECTS LLP

N. Ashwathinayana Reddy
Partner
Partners

SECOND PARTY/DEVELOPER

7. APPOINTMENT OF ARCHITECTS, CONTRACTORS AND ENGINEERS:

- 7.1. The Second Party shall be entitled to appoint Architects, Contractors, Engineers and other Consultants at its cost to execute the development and construction works on its behalf on the Schedule Property as it deem it fit, provided the Second Party alone shall be liable to fulfil the terms and conditions and the obligations as set-forth herein. The fees payable to Architects, Engineers, Contractors, Consultants and other staff and workmen and all persons connected with the development/construction on the Schedule Property shall be borne by the Second Party and the aforesaid persons shall have no claim on or against the First Party.
- 7.2. The Second Party shall promptly comply with all labor laws, insurance laws and all other rules and regulations during the course of development of Schedule Property and further be fully responsible for all the consequences. The First Party has no liability in respect thereto. The Second Party agrees to keep the First Party indemnified and harmless against all such claims and also agree to reimburse the First Party all expenses incurred in defending any such claim/action and/or the amounts ordered to be payable by them.

8. SHARING AND OWNERSHIP:

- 8.1. In consideration of the First Party agreeing to transfer 63% or such proportionate undivided share in the land in the Schedule Property as is proportionate to the built areas allocated to Second Party by way of sale or otherwise to the Second Party and/or their nominee/s and/or their assignee/s under one or several deeds, the Second Party shall develop the Schedule Property and complete the construction of the areas allocated to the First Party and/or their nominee/s and/or their assignee/s free from all encumbrances and claims. In other words, 37% (Thirty Seven percent) of the Saleable Built - up Area, permitted Car Parking Spaces and permitted Garden areas and other open spaces and the proportionate undivided interest in the Schedule Property will belong to the First Party (hereinafter referred to as the "Owner's Constructed Area"), and 63% (Sixty Three percent) of the Saleable Built - up Area, permitted Car Parking Spaces and permitted Garden areas and other open spaces and the proportionate undivided interest in the

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For NBR PROJECTS LLP
N. ASHWATHNARAYANA REDDY
Partner
Partners

SECOND PARTY DEVELOPER

Schedule Property, will belong to the Second Party, (hereinafter referred to as the "Developer's Constructed Area"). For the purpose of this Agreement, the parties agree that Car Parking Spaces will, subject to plan sanction and technical feasibility, be allocated in an approximate ratio of approximately 37 (First Party) : 63 (Second Party).

- 8.2. It is agreed that both the parties shall be the owners of their/its respective shares of constructed area both during the course of construction and after completion of the Project. However, the entire constructed area shall, during the course of construction, remain in the possession of the Second Party. The Owner's Constructed Area shall be delivered to the First Party, on the Date of Completion, and simultaneously with the First Party transferring to the Second Party and/or its nominee/s, the proportionate undivided share, right, title and interest in the Schedule Property falling to the share of the Second Party;
- 8.3. The Owner's Constructed Area shall be the absolute property of the First Party as per this Agreement and it shall be entitled to own, hold, sell, mortgage, gift, lease, alienate or otherwise dispose of the same or any part thereof along with the proportionate undivided share, right, title, interest and ownership in the Schedule Property and shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing therefrom.
- 8.4. The Developer's Constructed Area shall be the absolute property of the Second Party as per this Agreement and they will be entitled to own, hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate undivided share, right, title, interest and ownership in the Schedule Property and shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing therefrom.
- 8.5. The Common Areas together with the proportionate undivided share, right, title and interest in the Property relatable thereto shall be vested with and enjoyed between the Owner and Developer in the ratio of 37: 63. Neither the

VENKATANMA
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SHRINIVAS M. R.

SHRINIVAS M. R.

FIRST PARTY/OWNERS

M. C. TRAPPA

SHRINIVAS M. R.

For NBR PROJECTS LLP

N. ASHWATHINARAYANA REDDY

Partners

SECOND PARTY/DEVELOPER

owner nor the Developer shall be entitled to seek division of the Common Area by metes and bounds.

- 8.6. The Developer will exploit the permitted land area how much ever possible/ available for the development of the Schedule Property which shall not less than 50% of the Schedule Property whilst securing the sanction of plans and other licenses from the Satellite Town Ring Road Planning Authority and other local authorities. The Parties to the Agreement hereby agree that if any land area over and above the present, becomes available either before the commencement of the development or during the course of construction or any time thereafter before completion of construction, then the Developer shall avail such additional land area in the Project and in which case there will not be any changes in the Owners share and their share shall be restricted to the Clause 8.1.
- 8.7. The Schedule Property hereby offered for Development measures 1 Acre 26 Guntas and 0.8 Gunta of Kharab land out of 2 Acres 28 Guntas and 1 Gunta of Kharab land and the FIRST PARTY shall be entitled to 37% of the super built up area in the proposed Development of the Schedule Property under an integrated scheme of development comprising of residential apartments and notwithstanding if any portion of the Schedule Property is reserved for widening of road and if any transferrable Development Rights is granted, the same shall be loaded on the residential complex encompassed between the FIRST PARTY and the SECOND PARTY in relation to the Schedule Property. However, if no Transferrable Development Right is sanctioned, the FIRST PARTY shall achieve the FAR on the basis of 1 Acre 26 Guntas and since the SECOND PARTY is development the Schedule Property along with the adjacent properties by obtaining the Development Plan from the Planning Authority, the construction of the residential complex for the benefit of the FIRST PARTY may spill over the adjacent property and the SECOND PARTY shall ensure that the neighboring owner shall also consent to convey a clear and marketable title of the undivided share of land in favour of the FIRST PARTY.
- 8.8. That in the event of the SECOND PARTY were to propose the purchase of Transferrable Development Rights to be loaded in the proposed construction of the residential apartment, complex in terms of this Joint Development

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Partners

SECOND PARTY/DEVELOPER

Agreement, The FIRST PARTY and the SECOND PARTY shall mutually decide upon the acquisition of the Transferrable Development Rights and the entire cost of construction shall be borne by the SECOND PARTY as per the terms agreed to under this Joint Development Agreement.

9. NON-REFUNDABLE SECURITY DEPOSIT:

9.1. The Second Party has agreed to pay the First Party a sum of **Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only)** by way of Non-Refundable Deposit and which shall be paid in the manner stated below:-

- a) **Rs.1,12,500/- (Rupees One Lakh Twelve Thousand Five Hundred Only)** by way of Cheque bearing No. 000133 dated: 23.06.2023 drawn on HDFC Bank, HSR Layout Branch, Bangalore, drawn by Second Party in favour of Sri. Srinivas. M. B. of the First Party as desired and directed by other member of the First Party.
- b) **Rs.1,12,500/- (Rupees One Lakh Twelve Thousand Five Hundred Only)** by way of Cheque bearing No.000134 dated: 23.06.2023 drawn on HDFC Bank, HSR Layout Branch, Bangalore, drawn by Second Party in favour of Sri. Erappa. M. K. of the First Party as desired and directed by other member of the First Party.

The Second party has deducted 10% of TDS (Tax Deducted at Source) on total Non-refundable Security Deposit under the provision of Income Tax Act.

In case of any loss of title and/or acquisition of the Schedule Property or on account of refusal by the BDA/ BBMP and/or plan sanctioning authorities to sanction license and plan for the proposed development in the Schedule Property.

10. COMMENCEMENT AND COMPLETION OF CONSTRUCTION:

10.1. The Second Party shall be entitled to commence construction in the Schedule Property before or after the registration of the Project under the provisions of the Real Estate (Regulation and Development Act 2016 hereinafter referred to as "the Act" and Karnataka Real Estate (Regulation and Development) Rules

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2017 Act with the Real Estate Regulatory Authority. The Second party shall apply for the registration of the project under RERA within 1 month from the date of receipt of Plan Sanction.

- 10.2 The Second Party shall complete the construction of the project in accordance with the Specifications and the Sanctioned Plans within 30 (Thirty) months from the date of Plan sanction for construction by concerned sanctioning authorities and issue of Commencement Certificate which period does not include the time taken for obtaining of the Occupancy Certificate/ Completion Certificate from the plan sanctioning authorities and Electrical, Water and Sanitary Connections from the respective departments. However, the Second Party shall not incur any liability for any delay in delivery of possession of the 'OWNERS' CONSTRUCTED AREA' by reason of non-availability of Government Controlled Materials, and/or by reason of Governmental restrictions and/or civil commotion, transporters strike, Act of God, Pandemic situation, Lockdown or due to any injunction or prohibitory order (not attributable to any action of the Second Party) or conditions force majeure or for reasons beyond the control of the Second Party. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for completion and delivery of the said 'OWNERS' CONSTRUCTED AREA'. The time taken for obtaining occupancy certificate/ completion certificate/ power/ water/ sanitary connections by the Second Party shall be excluded at the time of computing the period stipulated for construction. In the event of delay in securing Occupancy Certificate/Completion Certificate or Power/ sanitary/ water connections, the Second Party shall arrange to have temporary electrical, water and sanitary connections until permanent connections are obtained.

- 10.3 That in the event of any deviation or breach committed by the SECOND PARTY in relation to the plan sanctioned by the Planning Authority, payment of compounding fee shall be payable by the SECOND PARTY and the SECOND PARTY shall bear all cost and incidental charges in relation to obtaining the occupancy certificate or any other permission required by the competent authorities to occupy the apartments by the FIRST PARTY.

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- 10.4. The SECOND PARTY at their cost shall obtain the bifurcation of khata and assignment of individual Sub-Khata Numbers for the apartments and also tax assessment orders in respect of individual apartments and ensure that due compliance by the SECOND PARTY in obtaining the said khata certificate and khata extract in respect of the FIRST PARTY/OWNERS Share.
- 10.5. It is understood and acknowledged that the Second Party shall not be deemed to be in default or incur any liability for any delay beyond the period stipulated above, if the performance of its obligations hereunder is delayed or prevented by conditions constituting the reasons stated in above para. All periods, hereunder fixed shall be deemed to have been extended by the periods equal to the periods of delay for the reasons stated above. In any of the aforesaid events, the Second Party shall be entitled to corresponding extension of time for delivery of the said 'OWNERS' CONSTRUCTED AREA'. If the delay or stoppage of work is on account of First Party's acts of omission or commission or interference in the development, the Second Party shall be entitled to proportionate extension of time. However, if the delay or stoppage of work is on account of Second Party's acts of omission or commission, the Second Party is not entitled to extension of time.
- 10.6. That on the completion of the construction including 'OWNERS' CONSTRUCTED AREA' in the project, the Second Party shall intimate in writing to the First Party as to the said completion within 15 days from the date of completion. The First Party and/or their nominee/s or assignee/s shall thereafter be entitled to receive delivery of the same in terms of this Agreement against payment of the amounts agreed to be paid herein. The parties agree for joint inspection of OWNERS' CONSTRUCTED AREA before delivery of the same.
- 10.7. The Developer shall provide the Owner with a certificate issued by the Project Architect certifying the completion of the development of the property in terms of the sanctioned plan and completion of construction of Units comprised in the Owner's Share of the Total Saleable Area. On the issue of such certificate, it shall be deemed that the Units comprised in the Owner's Share of the Total Saleable Area are complete in all respects.

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- 10.8. That notwithstanding the time recorded for completion of the project, the PARTIES hereto agree that the time shall be the essence of the Agreement and in the event of any force majeure or Pandemic, the period shall be mutually decided which shall also be subject to the condition that the extension of time shall also be the essence of the contract and in the event of any breach, the SECOND PARTY shall not be entitled to any service of notice which shall be deemed to be waived and the FIRST PARTY shall be able to take such steps as may be necessary in the circumstances.

11. DELAY, EXTENSION OF TIME AND FORCE MAJEURE:

11.1. Delay in completion of Project

The Second Party shall have a grace period which shall be mutually decided among the parties. should there be any delay in completion of the Project beyond the aforesaid grace period, the Second Party shall pay to the First Party, for the Owner's Constructed Area, as compensation: (a) a sum of Rs. 5/- per sq. ft. of Saleable Built up Area per month for the first six months of such delay; (b) a sum of Rs. 10/- per sq. ft. of Saleable Built up Area per month above Six months of such delay

11.2. Extension of time

It is agreed that in the event of there being any delay in completion of the Project by the Second Party, on account of any breach or noncompliance of the warranties and covenants of the First Party as contained in this Agreement, the Second Party shall be entitled to a corresponding extension of time for completion of its obligations under this Agreement without being liable for any damages or adverse consequences until the time that such defect or obstacle is cured or removed.

11.3. Force Majeure

The Second Party shall be excused from performing its obligations under this Agreement for so long and to the extent such performance is prevented or delayed on account fire, earthquake, flood, strike, hurricane, cyclones, explosion, war, insurrection, commotion, riots, governmental moratoriums, mob violence, sabotage, injunction, prohibitory orders, incessant rains, any act

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of God, non-availability or shortage or both as the case may be, or on account of any other circumstances beyond the reasonable control of the Second Party (all such events being hereinafter referred to as a "Force Majeure Event"). If a Force Majeure Event occurs, the Second Party shall be entitled to an extension of time for performance of its obligations under this Agreement without being liable for breach of this Agreement till such time as the Force Majeure Event or its effects shall continue. However, the Second Party shall give to the First Party notice of the occurrence of the Force Majeure Event, within such time after occurrence of the Force Majeure Event, as may be feasible considering the nature of such event.

12. INDEMNITY BY FIRST PARTY:

12.1. The First Party hereby confirm that their title to the Schedule Property is good, marketable and subsisting and that no one else have any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, mortgages, litigation, lien, attachments, court or taxation or acquisition proceedings or charges of any kind or any tenancy claims and which shall bar the development and/or sale of the Schedule Property and/or disposal of 'DEVELOPERS' CONSTRUCTED AREA'. The First Party shall keep the Second Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings and third party claims that may arise against the Second Party or any one claiming through the Second Party for any act of omission or commission of the First Party in breach of the terms hereof or on account of any defect in or want of title on the part of the First Party. In the event of any claims that may arise on title or in respect of any other matter, the same shall be settled by the First Party, from and out of their 'OWNERS' CONSTRUCTED AREA' and proportionate land share and personally, if required.

12.2. The First Party shall jointly and severally indemnify and hold harmless, the Second Party against any loss, liability, costs (including counsel fees and other legal costs), expenses, demands, damages or penalties suffered or incurred by the Second Party or the legal proceedings that may arise or be initiated as the case may be, against the Second Party or the Second Party's share on account of any (i) defect in title or title documents; (ii) ban, stay order arising out of any

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defect in title and/or title documents of the First Party; (iii) consequential stoppage or interruption of the Project; (iv) obstacle arising for the Second Party to obtain conveyance of its share of undivided interest in the Schedule Property; (v) failure on the part of the First Party to discharge his obligations or liabilities under this Agreement; or (v) representations made herein by the First Party turning out to be false or untrue or invalid.

- 12.3. The First Party alone will be fully liable and responsible for all the claims and demands arising out of default by First Party. The time taken to clear any third-party claims caused at the instance of First Party resulting in stoppage of construction will be added to the period of construction. That in the event of Second Party being prevented by persons claiming title superior to that of First Party and for any other reason not attributable to the Second Party, and on the First Party failing to cure such defects in title or claims / objections within one month from the date of such claims being brought to the notice of First Party in writing the Second Party shall be at liberty to cure such defects on behalf of and at the cost and expense of the First Party. The Second Party shall be entitled to settle the claims on behalf of the First Party and appropriate saleable area or value thereof from out of share of First Party subject to the written consent/ approval of the First Party.
- 12.4. If there is any claim / demand / litigation / attachment and / or decree of any nature whatsoever against the Schedule Property, not attributable to the acts of the Second Party then it is a condition of this Agreement that the same shall only be met and appropriated out of the **OWNERS' CONSTRUCTED AREA** and First Party's interest in the land in the Schedule Property in proportion thereto or the proceeds thereof.
- 12.5. The First Party declares that the Second Party has entered into this Agreement expressly on the faith and strength of such declaration that they have encumbrance free marketable title to the Schedule Property and that there are no other persons interested in the Schedule Property. The Second Party has come forward to invest huge sums of money for development of the Schedule Property and if it is found at a later date that the representations made by the First Party regarding their title and/or possession are false, the First Party shall be solely liable for the losses incurred by the Second Party due to the misrepresentations and the First Party shall reimburse the Second Party all the

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costs, charges and expenses incurred by the Second Party to obtain permissions, clearances, consents, No Objection Certificates and sanction of license and plan and the cost of construction and consequential losses and damages. The First Party shall not encumber the Schedule Property nor deal with or dispose of the Schedule Property or any interest or portions therein or part with its possession nor shall grant any license to use the Schedule Property which will prejudice the rights of Second Party under this Agreement. The First Party 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 Party's transactions and for sale of their share. However, the aforesaid shall not impair the rights of the First Party to independently deal with their share of land and **OWNERS' CONSTRUCTED AREA** in the Schedule Property by themselves and/or through their Power/s of Attorney in terms of this Agreement without affecting the rights of the Second Party.

13. INDEMNITY BY SECOND PARTY AGAINST VENDORS, SUPPLIERS AND OTHERS INCIDENTAL TO ACTIVITIES IN THE DUE COURSE OF CONSTRUCTION:

The Second Party shall keep the First Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the First Party and/or the 'OWNERS' CONSTRUCTED AREA' in the Schedule Property and the building/s to be constructed thereon by reason of any failure on the part of the Second Party to discharge their liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or arising out of development and putting up of the construction or any delay thereof and further the Second Party shall be fully liable and responsible to the Government (State and Central), Satellite Town Ring Road Planning Authority, Bangalore Development Authority, Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board and other Authorities for compliance of all the statutory requirements regarding construction and providing amenities/facilities therein.

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14. IDENTIFICATION OF SHARES:

- 14.1. Within a period of 4 (Four) weeks from the date of sanction of Residential Building plan, the Parties shall identify and demarcate the Owner's and the Developer's respective Constructed Areas, and the proportionate undivided interest in the Schedule Property and shall immediately thereupon record the same in an agreement ("Area Identification Agreement/Allocation Agreement").
- 14.2. Since built-up space cannot be fragmented to enable the division of the area exactly in the ratio of 37 (First Party) : 63 (Second Party), the First Party shall be entitled to such number of Residential Apartments whose Saleable Built - up Area will be nearer to 37% (Thirty Seven) of total Saleable Built - up Area in the said Project, and to such number of Car Parking Spaces, whose number is nearer to 37% of the total car parking spaces, in the Project. If the Saleable Built - up Area of Residential Apartments and Car parking Spaces, falling to the share of the First Party falls short of 37% of the total, the First Party shall be entitled to be paid by the Second Party for such fractional shortfall at the rate of prevailing mutually agreed market price/rate per Sq. Ft. in respect of such Saleable Built-up Area. Correspondingly, if the Saleable Built - up Area of Apartment and Car Parking Spaces falling to the share of the First Party exceeds 37% of the total, the First Party shall pay to the Second Party for such fractional excess area at the rate of prevailing market price/rate per Sq. Ft. in respect of such Saleable Built - up Area.

15. CONVEYANCE OF SECOND PARTY'S SHARE OF PROPORTIONATE UNDIVIDED INTEREST:

- 15.1. The Second Party shall on sanction of license and plan and execution of the Allocation Agreement is entitled to enter into Agreement/s such as Agreement to sell with the prospective buyers in respect of the Plot/Unit/s allocated to the Second Party in the Allocation Agreement in the project in Schedule Property and forming part of 'DEVELOPERS' CONSTRUCTED AREA' with or to persons intending to own built-up areas and/or occupy on lease or otherwise and receive the consideration there under.

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- 15.2. That as and when the Second Party completes the sale of whole or portions of **DEVELOPERS' CONSTRUCTED AREA** in favour of their transferees, the Second Party shall deliver to the First Party within one month of execution and registration, particulars of such sale deeds to enable the First Party to file their income tax returns promptly.
- 15.3. 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 '**DEVELOPERS' CONSTRUCTED AREA**' to be conveyed to Second Party and/or its nominee/s and assignee/s shall be borne by Second Party and/or its nominee/s and assignee/s. Similarly, what is applicable to '**OWNERS' CONSTRUCTED AREA**' will be borne by the First Party and/or their nominee/s or assignee/s or purchasers of '**OWNERS' CONSTRUCTED AREA**'.
- 15.4. The capital gains tax, if any shall be borne by the parties as per their allotted shares and Second Party shall meet all its tax liabilities arising on transfer of '**DEVELOPERS' CONSTRUCTED AREA**' promptly.

16. **OWNER COVENANTS**

The First Party hereby agree and covenant to, at their own cost and expense, remove or rectify or cure, within such time as may be stipulated by the Second Party for the purpose, -

- 16.1. Any impediments whatsoever in fact or under any law that may prevent the First Party from implementing the terms of this Joint Development Agreement;
- 16.2. Any impediments in obtaining the sanctioned building plan on account of any defect in title and/or want of title documents of the First Party in respect of the Schedule Property; and
- 16.3. The First Party hereby confirm and warrant that, -

16.3.1. the First Party have clear, marketable and developable title to the Schedule Property;

16.3.2. the Schedule Property forms one compact, contiguous block;

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- 16.3.3. the First Party are competent to develop the Schedule Property independently or in association with others;
- 16.3.4. there are no obstacles whatsoever including legal obstacles to the development of the Schedule Property and if any such obstacles arise, the First Party shall remove or cure the same within the time stipulated for the purpose by the Second Party;
- 16.3.5. there are no tenancy claims, obstacles, litigation whatsoever in respect of the Schedule Property;
- 16.3.6. there shall be no impediment in obtaining the sanction for the Project Building Plan from the competent authority arising from any defect in title and/or title documents;
- 16.3.7. there shall be no impediment for the Second Party in exercising its rights under this Joint Development Agreement arising from any defect in title or title documents.
- 16.3.8. The First Party covenant that in the event of the Owner's title being found to be defective or in the event of any obstruction to the Project on account of (i) the Owner's title to the Schedule Property being found to be defective or there being any defect in the title documents; or (ii) the First Party not providing any documents; or (iii) any legally tenable claim being made hereafter on or against the Schedule Property, the First Party shall cure such defects and remove such obstructions at his own cost and expenditure. The First Party further covenant that they shall be solely responsible for vacating any such stay for settling any such claim in respect of title of the Schedule Property.
- 16.3.9. The First Party confirm that they have not entered into any other Memorandum of Understanding, signed any other Heads of Terms or entered into any other agreement or arrangement for sale, development, lease or otherwise, etc., in respect of the Schedule Property and it shall not henceforth enter into any such transaction or arrangement.

- 16.4.1 The First Party further covenant that they shall not at any time, alienate, create any encumbrance or charge on the Second Party's share of proportionate undivided interest in the Schedule Property in favor of any third party in any manner.

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17. CONSTRUCTION FINANCE:

- 17.1. The Second Party shall be entitled to raise loans, either by way of equitable mortgage or otherwise, with any Bank, Financial institution, persons, entity / ies, etc., for development of the Project ("Construction Finance") against the security of the Second Party's Constructed Area and the Second Party's proportionate 63% undivided share, right, title and interest in the Schedule Property.
- 17.2. The Second Party agrees that it shall not at any time, whether during the course of construction or after its completion, encumber or create any charge on the share of the First Party in the Project.
- 17.3. The permission granted by the FIRST PARTY to enable the SECOND PARTY to raise project loan by creating a charge on the share of the SECOND PARTY and that the SECOND PARTY shall duly keep the FIRST PARTY informed of the nature of loan and the quarterly statement of payment being made and shall not under any circumstances either commit breach or default in the payment of monthly installment/quarterly installment as may be agreed to between the SECOND PARTY and the financial institution which shall not in any manner hamper the progress of the project and in the event of any act on the part of the SECOND PARTY resulting in any action or proceedings being initiated by the financial institution affecting the project, the SECOND PARTY shall jointly and personally by its directors be responsible to indemnify any such loss being suffered by the FIRST PARTY.

18. CUSTODY/INSPECTION OF ORIGINAL TITLE DOCUMENTS:

- 18.1. The First Party has this day delivered to Second Party all the original deeds pertaining to the Schedule Property. That on completion of development, the said title deeds shall be delivered to the Association to be formed by all the owners of the Apartment in the Schedule Property.
- 18.2. However, in the event the First Party is required Original Documents of title for original verification as may be demanded by the financial institution or to the prospective purchaser/Lessor/s, the Second Party shall make an

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arrangement for original verification of documents of title either personally or through their representatives within 2 days from the date request of the First Party.

- 18.3. Upon formation of the Association of Apartment Owners in the Project and after the repayment of the Construction Finance, the original documents shall be handed over to the Association as the representative body of all the Residential Apartments Owners in the Project.

19. POWER OF ATTORNEY:

To enable the Second Party to carry out the scope of its activities as contemplated herein, the First Party hereby empower the Second Party and/or its nominee/s inter alia to,-

- 19.1. Approach the Satellite Town Ring Road Planning Authority, Bangalore Development Authority, City Municipal Council or such other competent authorities, and get the required permissions and sanctions, and for appointing Contractors, Civil Engineers, Architects, Consultants, as desired by the Second Party, and to do all other acts as may be necessary for putting up any construction/s on the Schedule Property in such manner as the Second Party may deem fit and proper, and;
- 19.2. To deal with the Item I of the Schedule Property and Second Party's proportionate 63% undivided share, right, title and interest in the Schedule Property, including inter alia, to enter into agreements to lease, sell, transfer, or convey the same, to deliver possession of the Second Party's proportionate 63% undivided share, right, title and interest in the Schedule Property, to execute and register Sale Deeds and conveyances, Lease Deeds, mortgage deeds and all other deeds and documents, in respect of the same and also to do all other acts, deeds matters and things as may be necessary for dealing with the Schedule Property.
- 19.3. In order to enable the Second Party to exercise the aforesaid powers conferred on it, the First Party on this day executed an irrevocable Power of Attorney in

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favour of the Second Party empowering it to do all such acts, deeds and things as may be required to be done for exercising the aforesaid powers;

19.4. PROVIDED ALSO that the Power of Attorney so executed shall not be revoked so long as the Second Party has complied with the terms and conditions of this Agreement and / or the Power of Attorney Holders have acted on the Power of Attorney in terms of the powers granted and on the basis of this Agreement.

20. PROPERTY TAXES, STATUTORY DEPOSITS, OUTGOINGS AND PAYMENTS:

20.1. Property Taxes;

20.1.1 The Second Party shall bear and pay the property tax payable to competent authority in respect of the Schedule Property until the completion of the Project in all respect and on the receipt of Occupancy certificate from the concerned authority.

20.1.2 After construction of the Project, and assessment of the same for payment property tax, the Parties shall be liable to pay the property tax in respect of their respective Constructed Areas, as assessed by the competent authority with effect from the date indicated by the concerned authority for payment of property tax.

20.2. Statutory Deposits and Statutory Payments;

20.2.1 The Second Parties shall bear and pay the refundable statutory deposits payable to Bangalore Electricity Supply Company Limited as may be applicable to their respective Constructed Areas in the Project.

20.2.2 The SECOND PARTY shall be liable to pay Pro-Rata charges towards BWSSB, BESCOM in respect of the share apportioned to the FIRST PARTY However, the FIRST PARTY shall be liable to pay electricity meter deposit which shall be proportionate to the numbers of apartment being allotted to the share of the FIRST PARTY (Owner's Constructed Area).

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Partners

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20.2.3 It is specifically agreed between the Owner and the Developer that all the charges, fees, security deposits, etc., towards obtaining water supply connection, sewerage lines and electricity supply connection in respect of the project shall be shared between the Owner and the Developer in the ratio of 37:63 however, the Developer shall be responsible For obtaining such approvals, certificates, permissions and sanctions From the concerned authority for the project, Further, such expenses incurred by the Owner and Developer may be recovered on a proportionate basis from prospective purchaser/s of the Units. However, the said deposit and club Membership/Subscription charges shall be applicable to the First Party only after the sale of the particular unit/s falls under the Owner's Constructed area.

20.2.4 The Second Parties shall bear and pay the refundable statutory deposits, statutory payments payable to any other statutory authority in respect of the Project.

20.2.5 The First Party agree that, if any refundable security deposits are paid by the Second Party to Bangalore Electricity Supply Company Limited, Bangalore Water Supply and Sewerage Board, etc., for obtaining the utility connections for the Project, and if such deposits are subsequently refunded by such authorities to the First Party, the First Party shall, forthwith on receipt of such refund, make over the same to the Second Party.

20.3. Outgoings

The First Party shall, with effect from the date of the receipt of Occupancy Certificate from the concerned authority and on the completion of project in all respect. written intimation referred to in this Agreement, be liable to pay the common area maintenance charges and all other outgoings, etc., as may be determined by the Second Party or by the Association of Apartment Owners, to be formed for maintenance and management of the Project, as and when one is formed.

The First Party is also liable to pay Goods and Service Tax (GST) and any other applicable taxes levied on such OWNERS' CONSTRUCTED AREA. In case the Second Party pays the aforesaid deposits and taxes which the members of First Party is liable to pay, the First Party agrees to pay the same to the Second Party on completion of OWNERS' CONSTRUCTED AREAS in full. Similarly,

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SRINIVAS. M. R.

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N. Ashwath Narayana Reddy
Partner
Partners

SECOND PARTY/DEVELOPER

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the Second Party shall pay all the amounts stipulated above in respect of DEVELOPERS' CONSTRUCTED AREA. The First Party agrees to pay to the Second Party the aforesaid sums at the time of completion of OWNERS' CONSTRUCTED AREAS without fail.

21. COMMON AMENITIES AND MAINTENANCE CHARGES:

- 21.1. The Second Party will be developing the Schedule Property into Residential Complex in the form of a "Gated Community", comprising of Residential Apartments by laying driveways, open spaces and other areas of common use and enjoyment. The First Party/occupants of 'OWNERS' CONSTRUCTED AREA' and the Second Party/occupants of the DEVELOPERS' CONSTRUCTED AREA shall be entitled to make use of all such common amenities provided in the development including the right to enjoy all common areas, such as gardens, roads and passages etc. The First Party/Occupants of 'OWNERS' CONSTRUCTED AREA' and the Second Party/occupants of the DEVELOPERS' CONSTRUCTED AREA shall have the right to use all the access roads, internal driveways, common areas, services, amenities and facilities without any obstruction and restriction whatsoever.
- 21.2. It is hereby agreed by the First Party that from the date the 'OWNERS' CONSTRUCTED AREA' is ready for occupation on the completion of project whether possession of the same is taken by the First Party or not, the First Party shall bear and pay proportionate maintenance expenses for maintenance of common areas and facilities proportionate deposit to the owners association or to the Second Party or to the agency appointed by the Second Party for maintenance of common areas, till the formation of Association and all out goings on general expenses in respect of the OWNERS' CONSTRUCTED AREA such as insurance, municipal expenses, tax/es or cess/es, electrical and water tax/es and charge/s maintenance charges, maintenance security charges and all other costs and expenses connected with maintenance and its common areas/facilities. Similarly, the Second Party or any one claiming through the Second Party shall be liable to pay the charges as set out in this clause, proportionate to the DEVELOPERS' CONSTRUCTED AREA'.

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22. NAME OF THE PROJECT:

The entire Project/Development in the Schedule Property and each of the Residential Apartments Block to be built thereon shall be known by such name/s which the Second Party may decide and the same shall not be altered.

23. ACQUISITION:

If the part or entire Schedule Property is acquired under any Law by the Government or other Authority under the law, the compensation shall be divided between the First Party and Second Party in proportion to their undivided share of land in the Schedule Property and the built-up area/s in the ratio of 37:63.

24. ADDITIONAL WORK:

It is agreed between the Parties that in the event of any change in the Specifications sought for by the First Party for their share of constructed area of the Schedule Property, which is in the nature of upgradation of Specifications, the First Party shall contribute the difference for such upgradation cost at mutually agreed rates and at mutually agreed additional time periods, provided the same is not in contravention of the Sanctioned Plan.

25. ADVERTISEMENT:

The Second Party shall be entitled to erect boards in the Schedule Property advertising for sale and disposal of the built areas in the Schedule Property and to publish in the Newspapers, Magazines, Websites and through any other mode or media calling for application forms from prospective purchasers and market their share of land and Apartment including the Landowner share in the Schedule Property in any manner and in any form, the Second Party may deems it fit.

26. RIGHTS AND OBLIGATIONS:

The parties agree that in respect of built up areas allotted to their respective shares in the project to be constructed in the Schedule Property they shall be


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entitled to own, possess and enjoy the same subject to such rights, restrictions and obligations that are stipulated herein and both the Parties agree to stipulate the conditions stated herein in the Conveyance/s, Lease Deeds etc., to be executed by them in favour of any prospective Purchaser/s and/or Transferee/s of such built up areas in the Apartment building/s constructed on the Schedule Property.

In the course of ownership and/or enjoyment of the built-up areas/units, in the Schedule Property each of the Parties herein and their respective transferees shall have the following rights and obligations:

27. RIGHTS:

- (a) Full right and liberty for the Parties and persons authorised or permitted by the Parties (common with all other persons entitled, permitted or authorised 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 the project in the Schedule Property.
- (b) The right to subjacent and lateral support, shelter and protection from other parts of the project and from the side and roof thereof.
- (c) The right to free uninterrupted passage of running water, gas and electricity from and to the project and to the unit allotted, through water courses, sewers, drains, conduits, pipes, cables and wires which may be passing through the project or any part thereof.
- (d) The right of passage for the owners of the Units and the person/s authorised by them to the common areas of the project development at all reasonable times.
- (e) Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the other owners of Units in the project with prior written permission of Second Party and/or Maintenance Company as the case may be.

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- (f) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the project.
- (g) The right to the use of common open area around the project (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the project.
- (h) Absolute ownership and possession of the units and car parking/s and other benefits and advantages allotted.
- (i) Exclusive right and use of any portion of Terrace Area and/or Garden Area if allotted.
- (j) Right to use and enjoy all the roads, pathways, approaches, common areas and all facilities in all the phases in the development in Schedule Property.

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

The Parties and the prospective owners/Lessors of Apartment/a in the Schedule Property shall be bound by the following restrictions and covenants in the course of ownership and enjoyment of such Units.

- (a) Not to raise any construction in addition to the Units allotted in the Schedule Property.
- (b) Not to use or permit the user of the Apartments which would diminish the value, utility of the pipes, cisterns and other common amenities and facilities provided in the project.
- (c) Not to use the space in the land left open after the construction and completion of the development of the Schedule Property which might cause hindrance to the free ingress to or egress from any part of the project.
- (d) Not to park any vehicle at any place in the Schedule Property other than in the allocated parking area allotted to each of the Parties.

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- (e) Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of other units and not to default in payment of maintenance deposit decided by the parties hereto by mutual consent.
- (f) Not to make any arrangement for the maintenance or the common amenities in the project other than to the Maintenance Company or Second Party.
- (g) Not to store in the said Unit any goods which are hazardous, combustible, dangerous or considered objectionable or which are excessively heavy as to affect or damage the construction or weaken the structure of the said project.
- (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 project.
- (i) Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the project or in the common areas of the project or on the Schedule Property.
- (k) Not to cause any nuisance or health hazard to the other occupants of the project.
- (l) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Second Party/Maintenance Company.
- (m) Not to seek for partition of common facilities or services or the land covered in the phases in Schedule Property by metes and bounds but enjoy the respective portions of Schedule Property as co-owners along with other co-owners thereof.
- (n) Not to use the unit allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health hazard to others.
- (o) Not to alter or subscribe to the alteration of the name of the project which shall be named by the Second Party.
- (p) The unit shall be used only for residential purposes.
- (q) The Parties shall ensure that the aforementioned restrictions are adhered to by the prospective purchasers/Lessors/transferees etc., of the Units, by

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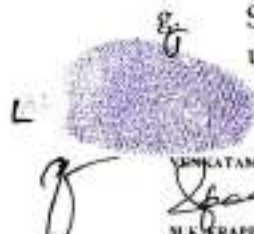
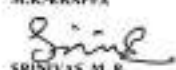
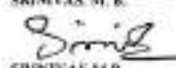
incorporating the same in the specific agreements entered into by the Parties with such purchasers/ Lessors/transferees of the Apartment/s comprised in the Schedule Property.

29. EXPENSES TO BE BORNE BY OWNER OF EACH UNIT:

The Parties herein and the future prospective owners/lessees of Apartment/s in the Schedule Property shall bear and pay within Fifteen days of demand the proportionate share of the following common expenses in respect of unit held by him/her/them, the proportion being the super built area of such unit/Apartment to the total super built area of all Apartments in the Schedule Property. The parties shall be liable to pay the following common expenses proportionately:

- Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical, chiller plant connections in the project, including the cost of AMC's for these equipments;
- Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas.
- Costs of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
- Expenses for maintenance of the project and the land surrounding thereto, white washing and colour washing of common areas, external areas and the compound;
- Expenses incurred in the maintenance of landscape, pots and other plants in the project;
- 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;

Such other expenses which are common in nature and not attributable to any unit in particular but relates to the project in general.


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SRINIVAS M. B.

For NBR PROJECTS LLP

N. ANAND
Partner

SECOND PARTY DEVELOPER

Should any Party default in any payment of any dues for any common expenses, benefits or amenities, the Second Party/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.

30. JURISDICTION:

Any proceedings arising out of or in connection with this Agreement may be brought in any courts of competent jurisdiction in Bangalore only. Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may, without prejudice to any other method of service, be served on any party in accordance with this Agreement.

31. SPECIFIC PERFORMANCE AND DISPUTE RESOLUTION:

The PARTIES hereto shall mutually co-operate and fulfill their respective obligations and notwithstanding any other covenant recorded in this Agreement regarding either breach or default and compensation thereto being quantified, the aggrieved party may either enforce Specific Performance or the Agreement at the cost of defaulting party before the Court of Competent Jurisdiction or in the alternative to seek any other relief which the PARTY may be entitled to.

32. SEVERABILITY:

Any provision of this Joint Development Agreement that may be held invalid, void or illegal shall in no way affect, impair or invalidate any of the other provisions hereof and such other provisions shall remain in full force and effect.


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SRINIVAS A.C.M.R.

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SRINIVAS M. R.

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Partners

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33. CUMULATIVE REMEDIES:

No right, remedy or election hereunder or at law or in equity shall be deemed exclusive, but shall, wherever possible, be cumulative with all other rights, remedies or elections.

34. NOTICES AND CORRESPONDENCES:

Any notice or communication required under this Agreement to be served upon the First Party and the Second Party shall be deemed to be properly served, if delivered by registered post acknowledgement due or courier with proof of delivery and deemed delivered upon actual receipt, addressed to the addresses given in the preamble of this Joint Development Agreement or such other addresses notified by the Parties in writing to one another.

35. COMMON RIGHTS, RESTRICTIONS AND OBLIGATIONS:

Before completion of the Project, the Second Party will, based on the scheme for development of the Project, formulate and share with the First Party, the common rights, restrictions and obligations which will be applicable to all First Party and occupants in the Project. The parties agree that they and his successors - in - interest and title in respect of his respective shares in the said Project shall be bound by such common rights, restrictions and obligations once they are formulated by the Second Party and that they shall ensure that such common rights, restrictions and obligations are duly incorporated into all documents to be entered into by them with his respective successors - in - interest and title. The Second Party will not object the First Party in monitoring the construction work in respect of the Owner's Constructed Area. The First Party is liable for the defects liability period as prescribed/implemented by the RERA.

36. RELATIONSHIP OF THE PARTIES:

The relationship of the Parties contemplated under this Joint Development Agreement is in the nature of a partnership as contemplated either by the Indian Partnership Act, 1932 or by the Income Tax Act, 1961 and it shall not be construed as a joint venture or an association of persons.

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37. ANNEXURE:

The Annexure to this Agreement form part of this Agreement and shall have the same force and effect as if set out in the body of this Joint Development Agreement and references to this Agreement shall include the Annexure.

38. HEADINGS:

The paragraph headings appearing in this Agreement are inserted only as a matter of convenience and the same shall not in any manner define, limit or describe the scope or intent of the respective clauses of this Agreement nor in any way affect the interpretation of the terms of this Agreement.

39. AMENDMENT TO THIS AGREEMENT:

This Joint Development Agreement constitutes the entire Joint Development Agreement and understanding of the Parties with respect to the subject matter hereof and supercedes all prior negotiations, correspondence, agreements, understandings between the Parties with respect to the subject hereof. Any amendment or modification to this Joint Development Agreement shall be executed and registered, if required in law, by both the Parties and such amendment/ modification shall be read as part and parcel of this Joint Development Agreement.

40. NO RESTRICTIONS:

It is agreed between the parties hereto that neither Second Party nor First Party will 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.

41. POWER OF INTEGRATE:

- a. The Second Party is entitled to integrate the development in the **SCHEDULE PROPERTY** with the development which the Second Party may undertake in the lands abutting/ adjoining to the **SCHEDULE PROPERTY**. The Second Party is empowered and authorized to confer upon the tenants/ buyers of the built-up areas in the adjoining lands, right to use and enjoy the common

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roads, approach roads and all other facilitates that will be provided in the **SCHEDULE PROPERTY** to the purchasers/tenants therein provided they also share proportionate maintenance and other common expenses. The Scheme of common development shall not affect the right of the owners share in the land comprised in the **SCHEDULE PROPERTY** as agreed as per the supplementary Agreement.

- b. The Second Party on acquisition of adjacent lands if any is also entitled to integrate the development in **SCHEDULE PROPERTY** with adjacent lands by securing sanction of common plan from the jurisdictional authorities and provide common roads, passages and other services for the entire development in both the properties. The Second Party shall prepare Plans and all required drawings as per building Bye-laws, Rules & Regulations in force for residential development of the **SCHEDULE PROPERTY** and also the necessary drawings designs etc., for other building therein and apply for sanctions. All the expenses and costs which may have to be incurred in connection with the preparation of the plans, drawings, estimates etc., and /or obtaining clearance and sanctions for the, plan and also the entire cost of construction and development shall be borne by Second Party.

42. SURVIVAL OF OBLIGATIONS:

All of the obligations, representations, warranties and covenants made in this Agreement shall be deemed to have been relied upon by the Party to which it was made and to be material and shall survive the execution and performance of any agreements related hereto to the extent that they are by their terms, or by a reasonable interpretation of the context, to be performed or observed after the performance of any of such agreements.

43. SUPPLEMENTAL DOCUMENTS:

Recognizing that the implementation of the provisions of this Agreement with respect to various actions of the Parties may require the execution of supplemental documents the precise nature of which cannot now be anticipated, each of the parties agrees to assent to, execute and deliver such other and further documents as may be reasonably necessary to implement the

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For NBR PROJECTS LLP

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Partners

SECOND PARTY/DEVELOPER

transactions contemplated by this Agreement and required by the other Party hereto so long as such other and further documents unless otherwise agreed to in writing, are consistent with the terms and provisions hereof, shall not impose additional obligations on any party, shall not deprive any Party of the privileges herein granted to it and shall be in furtherance of the intent and purposes of this Agreement.

44. VARIATIONS/CHANGES IN WRITING:

No decision or exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be valid unless made by the parties in writing.

45. RULES OF INTERPRETATION:

This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following: -

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all representations made above, all obligations given or undertaken by more than one person in the same capacity are given or undertaken by them jointly or severally.
- e) The division of this Agreement into Clauses and Schedules and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.
- f) The word agreement or development shall mean the Joint Development or this Development Agreement as the case may be.



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SRINIVAS, M. B.

FIRST PARTY OWNERS


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SRINIVAS, M. B.

For NBR PROJECTS LLP


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Partners

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46. 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:

- a) amend that provision in such reasonable manner 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.
- 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.

47. COST OF THIS AGREEMENT:

The Second Party has borne the cost of stamp duty and registration charges paid on this Joint Development Agreement. In case of demand for payment of any additional stamp duty and/or registration fee by any authority or court, the same shall also be paid by the Second Party.

48. CUSTODY:

This Agreement is prepared in Duplicate. The original of this agreement shall be with the Second Party and duplicate shall be with First Party.

VENKATAMMA

M.K. KRAPPA

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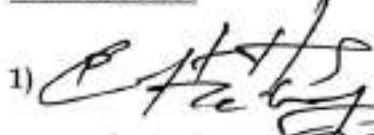
SCHEDULE PROPERTY




All that piece and parcel of agricultural land bearing Sy.No.27/3 measuring 1 Acre 26 Guntas and 0.8 Gunta of Kharab land out of 2 Acres 28 Guntas and 1 Gunta of Kharab land) situated at Kachamaranahalli Village, Varthur Hobli, Bangalore East Taluk, Bengaluru Urban District and bounded on the;

East by : Remaining Property in same Sy. No:27/3 measuring 1 Acre 2 ½ Guntas;
West by : Sy No. 27/7, 27/8 and 27/9 belonging to Balakrishna Reddy and Sy No. 27/2 belonging to Sri. Narayana Reddy;
North by : Road;
South by : Sy No. 27/6 and Sy No. 27/14.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET HIS RESPECTIVE HANDS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

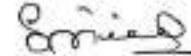
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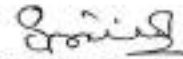
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PRASHANTH REDDY
S/o Late Srinivas Reddy
Kachamaranahalli
Anekal, (T)
Bengaluru - 560087


(VENKATAMMA)

(M. K. ERAPPA)

(THARUN. M. E)
Being minor represented by
his natural guardian/father
Sri. M. K. Erappa

(PAVANI. M. E)

Being minor represented by
her natural guardian/father
Sri. M. K. Erappa


(SRINIVAS. M. B)


(YASH. M. S)


Being minor represented by
his natural guardian/father
Sri. Srinivas. M. B.


(MANVITHA. M.S)
Being minor represented by
her natural guardian father
Sri. Srinivas. M. B.
FIRST PARTY

For, M/s. NBR PROJECTS LLP


(N. ASHWATHNARAYANA REDDY)
PARTNER
SECOND PARTY

Drafted by:


ROOPA SHETTY, B.A. (L), LL.B., PGDIRPM.,
Advocate,

BNG(U)-VRT 3538/2023-24 13-530

ANNEXURE
SPECIFICATIONS

1. R.C.C. framed structure with cement Solid or cellular blocks.

2. **Flooring & Tiling-**

Foyer, Living, Dining, Staircase and Family Area: Granite and Vitrified Tiles.

Toilets: Antiskid Vitrified/ Ceramic Tiles with Dado upto 8 feet

Terrace, Sit-out and Balcony Area: Pressed Clay Tiles/ Anti-Skid Ceramic.

Servant Toilet: Anti- Skid Ceramic and Dado

Kitchen :

- Black granite kitchen counter/Platform with stainless steel sink with single bowl and single drain board.
- Provision for water heater.
- Reticulated LPG piping on extra cost.

Windows:

UPVC windows with 3 track glazed sliding shutters

Ventilators : UPVC ventilators.

3. **Painting :**

-External walls with texture paint

-Internal wall in emulsion.

4. **Electrical:** Roma / Anchor Modular Switches/Equivalent Brand, Cables, KIE (Standard ISI Mark Cables).

5. **Safety:**

Security: The entire estate is secured with a Compound Wall and entrances will be manned by Security.

VENKATAMMA

M.K. KRUPPA

SRINIVAS. M. E.

SRINIVAS. M. E.

FIRST PARTY OWNERS

M.K. KRUPPA

M.K. KRUPPA

SRINIVAS. M. E.

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