

I 5796/18-19

ORIGINAL



BNG(U)-VRT 5796/2018-19/1-28

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the 26th day of December, Two Thousand and Eighteen (26/12/2018) at Bangalore,

BETWEEN:

Mr.NAVED M. HASSAN, aged about 70 years,
 S/o Late.S.M. Hassan,
 R/at No.36, Sunny Brooks,
 Doddakannelli Village,
 Varthur Hobli, Bnagalore East Taluk,
 PAN: AAHPH5571N

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

M/s. SUMADHURA INFRACON PRIVATE LIMITED,
 A company incorporated under the provisions of Indian Companies Act 1956, having its registered office at: No.43, 2nd Floor, "CKB PLAZA"
 Varthur Main Road, Marathahalli, Bangalore - 560 037,
 PAN: AAQCS9641A.. and CIN-U45200KA2012PTC062071.
 Represented by its Chairman and Managing Director,
Sri.G.MADHU SUDHAN, aged about 48 years,
 Son of Late Sattaiah,

Handwritten signature of Naved M. Hassan

For Sumadhura Infracon Pvt. Ltd.
Handwritten signature of Sri.G.Madhu Sudhan
 Chairman cum Managing Director



Print Date & Time : 26-12-2018 05:08:55 PM

ಮಾನ್ಯತೆ ಸಂಖ್ಯೆ : 5796

BNG(U)-VRT. 5796 /2018-19

ವಿವರಣೆ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ನಿವಾಸಿಗಳಿಗೆ ರವರ ಹೆಸರಿನಲ್ಲಿ ದಿನಾಂಕ 26-12-2018 ರಂದು 02:08:50 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಕುರುಹುಗಳನ್ನು

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ.
1	ವಿವರಣೆ ಕುರುಹು	3700000.00
2	ಶೇಷ ಕುರುಹು	1050.00
3	ರೈಲ್ವೆ ಕುರುಹು	200.00
	ಒಟ್ಟು:	3701250.00

ಶ್ರೀ M/s Sumadhura Infracon Private Limited Rep by its Chairman and Managing Director G. Madhu Sudhan ಇವರಿಂದ ಹಾಜರಾದ ಮಾಹಿತಿಗಳು

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಹಿರಿ
ಶ್ರೀ M/s Sumadhura Infracon Private Limited Rep by its Chairman and Managing Director G. Madhu Sudhan			

ಹೆಚ್ಚುವರಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾರೆ(ಮತ್ತು ಫೋಟೋ/ಫಿಂಗರ್ ಪ್ರತಿವಲ ರೂ..... (ರೂಪಾಯಿ..... ಮುಖ್ಯಸ್ಥರು)

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಹಿರಿ
1	M/s Sumadhura Infracon Private Limited Rep by its Chairman and Managing Director G. Madhu Sudhan (ಉಪನೋಂದಣೆ)			
2	Naved M Hassan S/o Late S M Hassan (ಉಪನೋಂದಣೆ)			

ಹೆಚ್ಚುವರಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

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

WITNESSETH:

WHEREAS, the Owner is the absolute owner of all that piece and parcel of Converted land bearing Sy.No.47/1, (The land bearing Sy.Nos.47/1, 48/4 and other properties is converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore), situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, measuring **5 Acres 04 Guntas**, he had acquired the same under the Different sale deeds viz.,

1. Sale deed dated 29/09/2004, registered as document No. 18183/2004-05, Book - 1 in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.LAKSHMAIAH** S/o Sri.H.M.Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.
2. Sale deed dated 25/10/2004, registered as document No. 20452/2004-05, Book - 1 in office of the Sub-registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.LAKSHMAIAH** S/o Sri.H.M.Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.
3. Sale deed dated 03/11/2004, registered as document No.20923/2004-05, Book - 1 in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N. LAKSHMAIAH** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.
4. Sale deed dated 07/03/2005, registered on 14/03/2005, registered number allotted on 25/05/2005, Registered as document No.4068/2005-06, Book - 1 in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N. LAKSHMAIAH** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.
5. Sale deed dated 25/10/2004, registered as document No.20460/2004-05, Book - 1 in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.MUNISAMAIAH** S/o Sri.H.M.Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.
6. sale deed dated 03/11/2004, registered as document No.20924/2004-05, Book - 1 in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.MUNISAMAIAH** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.

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For Sumadhura Infracon Pvt. Ltd.

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Chairman cum Managing Director

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BNG(U)-VRT.....5796/2018-19

/K-ds

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Malikarjun B Narayanapura, Bangalore	Malikarjun
2	Sandeep B Narayanapura, Bangalore	Sandeep

Shree
ಹೆಚ್ಚುವರಿ ಉಪನಿರೀಕ್ಷಕರಾದಿಗಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಪಟ್ಟಣ

 1 ನೇ ಪ್ರಕೃತದ ದಾಖಲೆ ಸಂಖ್ಯೆ VRT-1-05796-2018-19 ಆಗಿ ಸಿ.ಡಿ. ಸಂಖ್ಯೆ VRTD369 ನೇ ರೂರಲ್ಲಿ ದಿನಾಂಕ 26-12-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ	
<i>Shree</i> ಉಪನಿರೀಕ್ಷಕರಾದಿಗಾರಿ ನಿರೀಕ್ಷಕರ (ವಿಶೇಷ)	

Designed and Developed by C-DAC, ACTE, Pune

ಎಂ. ಬಿ. ಕಾಳೆ
ಹೆಚ್ಚುವರಿ ಉಪನಿರೀಕ್ಷಕರಾದಿಗಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಪಟ್ಟಣ

7. Sale deed dated 07/03/2005, registered on 14/03/2005, registered Number allotted on 25/05/2005, registered as document No.4067/2005-06, Book - I in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.MUNISAMAIAH** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.

8. Sale deed dated 29/09/2004, registered as document No.18184/2004-05, Book - I in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.MUNISAMAIAH** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenue records were mutated into his name, measuring about 21 Guntas.

9. Sale deed dated 03/11/2004, registered as document No.20927/2004-05, Book - I in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.SRINIVAS** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenues records were mutated into his name, measuring about 18 Guntas.

10. Sale deed dated 21/03/2005, registered as document No.35228/2004-05, Book - I in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.SRINIVAS** S/o Sri.H. M. Narayanappa and Others, later RTC and all other revenues records were mutated into his name, measuring about 18 Guntas.

And followed by confirmation deed dated 21/02/2015, registered as document No.6777/2014-15, Book - I in office of the sub-registrar Shivaji nagar (Mahadevapura), Bangalore.

WHEREAS, the Owner is also the absolute owner of All that piece and parcel of property Converted land bearing **Sy.No.48/4**, (The land bearing Sy.Nos.47/1, 48/4 and other properties is converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore), situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, measuring about **1 Acre 38 Guntas**, he had acquired the same under the Different sale deeds viz.,

1. Sale deed dated 29/09/2004, registered as document No.18186/2004-05, Book - I in office of the sub-registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.M.Narayanappa** S/o Late.Sri.Doddamuniswamappa later RTC and all other revenues records were mutated into his name, measuring about 14 Guntas.

2. Sale deed dated 25/10/2004, registered as document No.20520/2004-05, Book - I in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.M.Narayanappa** S/o Late.Sri.Doddamuniswamappa, later RTC and all other revenues records were mutated into his name, measuring about 14 Guntas

H.M.N.

For Sumadhura Infracon Pvt. Ltd.
[Signature]
Chairman cum Managing Director

BNG(U)-VRT 5796/2018-19 ✓



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

6-28

ಪ್ರಮಾಣ ಪತ್ರ

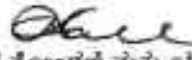
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಇಂಪ್ಲಿಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Sumadhura Intracon Private Limited Rep by its Chairman and Managing Director
G. Madhu Sudhan ಇವರು 7400000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು
ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಖಾತೆಗೆ ಡಿ.ಡಿ.	7400000.00	DD No 085377, dt.24/12/2018, Drawn on Axis Bank Ltd, Blore
ಒಟ್ಟು :	7400000.00	

ಸ್ಥಳ : ಮೈಸೂರು

ದಿನಾಂಕ : 26/12/2018


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯಂತ್ರ ಅಧಿಕಾರಿ
ಹೆಚ್ಚುವರಿ ಉಪನಿರ್ದೇಶನಾಧಿಕಾರಿ
ಮೈಸೂರು
ವರ್ಷಾರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

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3. Sale deed dated 29/09/2004, registered as document No.18187/2004-05, Book - I in office of the Sub-Registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.Srinivas**, S/o Sri.H.M.Narayanappa and Others, later RTC and all other revenues records were mutated into his name, measuring about 25 Guntas.

4. Sale deed dated 25/10/2004, registered as document No.20518/2004-05, Book - I in office of the sub-registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.H.N.Srinivas**, S/o Sri.H.M.Narayanappa and Others, later RTC and all other revenues records were mutated into his name, measuring about 25 Guntas.

Followed by confirmation deed dated 21/02/2015, registered as document No.6777/2014-15, Book - I in office of the sub-registrar Shivaji nagar (Mahadevapura), Bangalore.

WHEREAS both the Properties referred to above are situated adjacent to each other at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, and totally Measuring about 7 Acres 02 Guntas, and presently bears a Portion of **Common BBMP Katha No.650/398/Sy.No.47/1,48/4**, which property is morefully described in the Schedule hereunder and hereinafter referred to as the "SCHEDULE 'A' PROPERTY".

WHEREAS the OWNER has sold 42.55 % undivided share of the "SCHEDULE 'A' PROPERTY" measuring 3 Acres to the DEVELOPER herein vide Sale deed dated 26/12/2018, registered as document No. 5795 /2018-19, stored in CD No. VR10369 in office of the Sub-Registrar Shivaji Nagar, (Varthur), Bangalore,

WHEREAS in pursuance of the above the OWNER holds the remaining 57.45 % of "SCHEDULE 'A' PROPERTY" i.e., 4 Acres 02 Guntas which the OWNER now offering to the DEVELOPER for Joint Development and hereinafter referred as "SCHEDULE 'B' PROPERTY".

AND WHEREAS the OWNER has been in possession and enjoyment of the SCHEDULE 'B' PROPERTY from the date of its acquisition and is legally entitled to sell, transfer, develop or deal with or otherwise to dispose of SCHEDULE 'B' PROPERTY in any manner at his absolute discretion;

AND WHEREAS the OWNER having decided to develop the SCHEDULE 'B' PROPERTY for better returns and consolidation of assets was looking for a reputed DEVELOPER with experience, expertise and necessary funds to develop SCHEDULE 'B' PROPERTY into a modern and high class residential apartment complex as per plans to be prepared and sanctioned by the competent authorities;

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For Sumadhura Infracore Pvt. Ltd.
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Chairman cum Managing Director

For Sumadhura Infracore Pvt. Ltd.
Handwritten signature
Chairman cum Managing Director

AND WHEREAS the **DEVELOPER** represents that it is experienced in real estate development and has the necessary expertise to do so and has marketing ability and funds and further represents that it has developed several residential and commercial projects in and around Bangalore and outside the State of Kanarataka and that it has the necessary infrastructure, financial and other resources and experience and expertise to develop the **SCHEDULE 'B' PROPERTY**.

AND WHEREAS the **OWNER** represents to the **DEVELOPER** that :-

- 1) He has good, marketable and subsisting title to the **SCHEDULE 'B' PROPERTY** and on actual physical possession and enjoyment of the same to the exclusion of all else;
- 2) That he paid all taxes, cesses and other outgoings in respect of the **SCHEDULE 'B' PROPERTY**, fully, upto date;
- 3) That he is not a party to any legal proceedings wherein the **SCHEDULE 'B' PROPERTY** has been attached and that the **SCHEDULE 'B' PROPERTY** is not in the possession, custody or control of any receiver and that the **SCHEDULE 'B' PROPERTY** is not the subject matter of any suit or other legal proceedings;
- 4) There are no claims, mortgages, charges, liens, or encumbrances, in respect of the **SCHEDULE 'B' PROPERTY**;
- 5) The **SCHEDULE 'B' PROPERTY** is not the subject matter of any acquisition, or requisition proceedings;
- 6) There are no minor or third party claims in respect of the **SCHEDULE 'B' PROPERTY**;
- 7) That he has not entered into any Agreement/s of Sale, Lease, Transfer for Sale or development of the **SCHEDULE 'B' PROPERTY** with any person;
- 8) There are no easements, quasi easement, restrictive covenants or other rights or servitudes;
- 9) That he does not have any pending liabilities with regard to Income-Tax, Wealth Tax, gift Tax or any other tax which would affect their title to the **SCHEDULE 'B' PROPERTY**;
- 10) There are no legal impediment for development of **SCHEDULE 'B' PROPERTY** and subsequent sale of the same.

AND WHEREAS the **DEVELOPER** represents that:-

- 1) It is a reputed Real Estate Developer and has the necessary experience and expertise to develop the **SCHEDULE 'B' PROPERTY** and that it has undertaken and successfully completed a number of projects in and around Bangalore;



For Sumadhura Infracon Pvt. Ltd. ✓


Chairman cum Managing Director

- 2) It has the necessary financial capacity and to commence and complete the development of the **SCHEDULE 'B' PROPERTY**;
- 3) It suffers from no legal or other impediment which may interfere with its development of the **SCHEDULE 'B' PROPERTY**;

AND WHEREAS on the representation of the Developer, The Owner has agreed to grant license to the Developer to enter the **SCHEDULE 'B' PROPERTY** for the purpose of development of the **SCHEDULE 'B' PROPERTY** and construction of the "RESIDENTIAL COMPLEX" on the date of execution of Joint Development agreement.

AND WHEREAS the **OWNER** and the **DEVELOPER** have agreed to develop the **SCHEDULE 'B' PROPERTY** on certain terms and conditions and have decided to reduce the terms of their agreement into writing and accordingly this Joint Development Agreement is being entered into;

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. DEVELOPMENT

- 1.1 The **OWNER** does hereby allow, subject to the other terms and conditions contained herein, and authorized the **DEVELOPER** and the **DEVELOPER** hereby agrees the undertakings, subject to obtaining all necessary sanctions, licenses, permissions and clearances to develop the **SCHEDULE 'B' PROPERTY** into a residential Complex at its cost with compound walls, gates and internal and external services relating to electricity, water and sewage and including but not limited to generator works, walk ways, staircases, passages and all other essential facilities, whether specifically agreed or not, the construction being of the highest quality and modern in attitude,
- 1.2 The **OWNER** shall not revoke the permission hereby granted except by termination of agreement in the manner provided for in this presence till completion of entire project and sale of the **DEVELOPER** allotted apartments.
- 1.3 For the purposes of such development the **DEVELOPER** shall appoint Architect, Contractor, Engineer and Consultants at its cost to prepare the necessary plans for development of **SCHEDULE 'B' PROPERTY** in fulfilment of **DEVELOPER** obligations under these presents and shall be responsible for the due proper diligent and timely performance by such persons.
- 1.4 For the purposes of the development contemplated by these presents the **DEVELOPER** shall bring in all necessary items i.e., items of Plant and machinery, tools and implements, stores and materials and necessary workmen and such property shall be the exclusive property of the **DEVELOPER** who shall be entitled to remove and take away the same after performance of these obligations under these presence.

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For Sumadhara Infracon Pvt. Ltd.
Handwritten signature
Chairman cum Managing Director

- 1.5 The cost of development as contemplated in these presents including all attendant ancillary or incidental cost including but not limited to statutory deposits and payments (subject to reimbursement in the manner to the extent) provided by these presents shall be borne and paid by the **DEVELOPER**.
- 1.6 The **DEVELOPER** is entitled to develop the "SCHEDULE 'B' PROPERTY" by constructing Residential Apartments of several blocks, which is hereinafter referred to as "DEVELOPMENT" subject to the plans and specifications approved by the appropriate authority (or) Work Plan approved by Both the Parties and in terms of this agreement. The **DEVELOPER** hereby assure that the proposed building shall be with minimum of Basement, Ground and Fourteen Upper Floors.

2. DEVELOPMENT - LICENSE TO ENTER

The **OWNER** has agreed to grant license to the **DEVELOPER** to enter the **SCHEDULE 'B' PROPERTY** for the purpose of development of the **SCHEDULE 'A' PROPERTY** and construction of the "Residential Complex" on the date of execution of this agreement. It is specifically understood between the parties that the license to enter the **SCHEDULE 'B' PROPERTY** being given to the **DEVELOPER** is not being given or intended to be given by the **OWNER** in part performance of this agreement under section 53-A of the Transfer of Property Act and this is not a sale agreement in any form or manner and is only an agreement to develop the **SCHEDULE 'B' PROPERTY**.

3. DEVELOPMENT - PLANS, FAR, TDR ETC.,

- 3.1 The **DEVELOPER** shall appoint its own Architect and get plan/plans drawn up in consultation with the **OWNER** and submit the same to the Bruhath Bangalore Mahanagara Palike / Bangalore Development Authority or such other authority as may have jurisdiction to approve and sanction the same, for the time being, such plan/s being in consonance with prevailing Building Bye Laws and accompanied by such other drawings and designs.
- 3.2 The **DEVELOPER** shall be entitled to submit revised / modified plans in the event of increase in FAR or transfer of development rights.
- 3.3. The **DEVELOPER** shall during the subsistence of these presents obtain all necessary No Objections, Permissions and Sanctions as may be on goingly required.
- 3.4 The **DEVELOPER** shall be responsible of payment of fee / remuneration to all Architects, Engineers, Contractors and Consultants, engaged by it for the purposes of these presents.

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For Sumadhura Infracon Pvt. Ltd.

Handwritten signature
Chairman cum Managing Director

3.5 The **DEVELOPER** shall at the initial stage obtained commencement certificate and after completion obtain occupancy certificate and the project will be deemed complete when occupancy certificate is received for the entire development.

3.6 The **DEVELOPER** shall be entitled to make such modifications, additions, deletion etc., in the sanction plan as directed / required by the jurisdictional authorities without requiring the prior concurrence of the **OWNER** who shall however be kept informed of the same provided further that such changes shall not cause prejudice to the interest of the **OWNER**.


3.7 The **DEVELOPER** shall be under an obligation at the initial stage to furnish an authenticated copy of sanction plan to the **OWNER** and after completion the **DEVELOPER** shall provide to the **OWNER** an 'as built plan', structural drawings, electrical wiring drawings, water and sewage drawings, and drawings showing the location of other concede facilities such as data cables etc.,

3.8 The **DEVELOPER** are at liberty to purchase and load the TDR on the "SCHEDULE 'B' PROPERTY" and construct additional built up area either before the commencement of the construction or thereafter, and the **DEVELOPER** shall have the right to put up such additional construction at its own cost and expenses for which the **OWNER** and **DEVELOPER** shall be entitled for such additional construction in the following proportion. The **OWNER** shall be entitled for 12.5 % of such additional built up area and construction done by the **DEVELOPER** on account of TDR purchased and loaded on "SCHEDULE 'B' PROPERTY" by the **DEVELOPER**, in consideration of their contribution of their undivided share in the "SCHEDULE 'B' PROPERTY", for the joint development, and the **DEVELOPER** shall be entitled for 87.5 % of such additional built up area and construction done by them on account of TDR purchased and loaded on "SCHEDULE 'B' PROPERTY" by the **DEVELOPER** in consideration of their contribution and their effort and expenses incurred for such TDR purchase, construction of such additional construction proposed to be constructed scheduled property, for the joint development.

4. DEVELOPMENT WORK COMMENCEMENT

4.1 The **DEVELOPER** shall commence the developmental work on the **SCHEDULE PROPERTY** within 30 days from the date of obtaining plan sanction and all other necessary permission/s from the competent authorities. The **DEVELOPER** shall have the sole discretion in selection of the construction material, method of construction, equipment to be used for construction and other related techniques of construction, etc., and the same shall be as per the agreed specifications detailed at Annexure-1 and the **OWNER** shall not interfere with the same. The quality of materials used shall confirm ISI codes or equivalent thereto.



For Sumadhuta Infracon Pvt. Ltd.

Chairman cum Managing Director

4.2 The **DEVELOPER** may at their discretion agree to execute additional items of work as required by the **OWNER** for the **OWNER** share on separate and mutually agreed terms/and/or rates. The **OWNER** shall also be at liberty to get any additional items of work done by their own agencies, after possession of their share is handed over to them by the **DEVELOPER**, other than the structural alterations. The time taken for undertaking such additional work by the **DEVELOPER** shall be added to the time stipulated for completion of construction of the **OWNER** share stipulated in the scheme.

4.3 All items like equipment & machinery, tools & implements, stores & materials, which the **DEVELOPER** and/or their contractor, workmen and other agencies may bring to the **SCHEDULE PROPERTY** for the development and construction of the " Residential Complex" shall remain the exclusive property of the **DEVELOPER** at all times and they shall be entitled to remove the same. The **OWNER** shall have no claim or lien whatsoever on any such items of equipment & machinery, tools & implements, stores & materials at any time, except otherwise provided under this agreement. The **DEVELOPER** shall move their equipment & machinery, tools & implements, stores & materials at any time. The **DEVELOPER** shall move their equipment and machinery into the **SCHEDULE PROPERTY** without damaging the environment or without causing any inconvenience to other persons residing/carrying on business within the vicinity of the **SCHEDULE PROPERTY**.

5. DEVELOPMENT WORK - PROHIBITION TO ASSIGN

The **DEVELOPER** shall not be entitled to assign its rights or duties under this Agreement to any other person or persons except with the previous consent in writing of all the **OWNER** provided that this shall not prohibit the **DEVELOPER** from engaging the services of Architects, Engineers, Contractors and labour who will at all times work under the direct control and supervision of the **DEVELOPER**.

6. DEVELOPMENT –MOBILIZATION OF WORK FORCE AND CONSTRUCTION

The **DEVELOPER** shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The **DEVELOPER** shall meet costs of all construction materials and shall be solely responsible for the payment of wages to the labourers and sub-contractors as employed by it for execution of construction work undertaken by it under this Agreement. The **OWNER** shall in no way be liable either for civil or criminal proceedings/financial implication to make payments including that of wages, etc or to compensate the labourers for any injuries or loss sustained to the labourers employed by the **DEVELOPER**.



For Sumadhura Infracon Pvt. Ltd.



Chairman cum Managing Director

7. DEVELOPMENT – COMPLETION OF PROJECT

7.1 The DEVELOPER shall complete the development of the SCHEDULE "B" PROPERTY and construction of the "Residential Complex" with in Forty Two (42) Months from the date of obtaining the plan sanction for construction of the "Residential Complex" with a grace period of 120 days. If the approval for construction is in phased manner, the completion time line of 42 months shall apply for each phase separately.

7.2 It is specifically understood that the DEVELOPER shall not be deemed to be in default or incur any liability for any delay in completion of development including completion of construction of the OWNER Share. If the performance of its obligations hereunder is delayed or prevented by conditions constituting force majeure such as act of god, natural calamities, war, strikes, agitations and further on account of restrictions and controls that may be put up by the government or the authorities or changes and amendments in the rules or regulations or in view of any prohibitory orders passed by the Hon'ble Courts or any third party claims over the SCHEDULE PROPERTY or due to any acts of omission or commission by the OWNER or due to hindrances caused due to misrepresentations by the OWNER as mentioned in this agreement, all periods, hereunder fixed shall be extended by periods equal to the periods of delay on account of the force majeure conditions, as mentioned hereinabove. In the aforesaid event, the DEVELOPER shall be entitled to extension of time for completion subject to the condition that the happening of such event shall be duly notified to the OWNER within fifteen (15) days of the commencement of such event. The DEVELOPER shall also, at all times try and minimise the impact of the Force Majeure events on the development of the SCHEDULE PROPERTY under this Agreement. However, if the delay or stoppage work is on account of the DEVELOPER'S acts of omission or commission, the DEVELOPER is not entitled to any extension of time.

7.3 In the event of the DEVELOPER not completing the development of the SCHEDULE "B" PROPERTY and Construction of the "Residential Complex" within the period stipulated in Clause 9.1 above and subject to Clause 9.2, the DEVELOPER shall pay the OWNER a sum of Rs.15/- (Rupees Fifteen only) per month for every square foot of the Super Built up area of the OWNER share for the delayed period till possession of the owners share of super built up area is handed over to the owner as liquidated damages. The said payments shall be made within one week from the expiry of the each calendar month. The OWNER shall be entitled to interest at 12% per annum for any delay in such payment and shall be entitled to recover the same with interest.

7.4 In the event of delay in securing the Power/ Sanitary/Water connections or any other services approvals from BWSSB/ BESCOM the DEVELOPER shall arrange temporary electrical, water & sanitary connections at its own cost until permanent connections are obtained.

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For Sunshara Infracon Pvt. Ltd.
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Chairman cum Managing Director

7.5 On Completion of the "Residential Complex" the **DEVELOPER** shall intimate in writing to the **OWNER** about the completion and its readiness to deliver the **OWNER** Share. The **DEVELOPER** shall provide for inspection of the **OWNER**' Share for verification of the completion in all respects as per specifications and in accordance with this Agreement.

8. PROJECT NAME

The name of the Apartment Complex constructed on the **SCHEDULE "A" PROPERTY** shall be a name agreed to by both the **OWNER** and **DEVELOPER**.

9. SHARING OF DEVELOPMENT BENEFITS

9.1 The aforesaid scheme envisages construction of a residential apartment complex with all modern amenities and facilities on the **SCHEDULE 'B'PROPERTY** and it has been agreed that the development shall be shared in the proportion of 37% to the **OWNER** and 63% to the **DEVELOPER**.

9.2 It is agreed by the parties that out of the total super built up area to be sanctioned and constructed on the **SCHEDULE 'B'PROPERTY**, 37% shall be retained by the **OWNER** or his nominee / nominees, hereinafter referred to the **OWNER'S** Share and 63% shall be assigned and allotted to the **DEVELOPER** which shall be called as the **DEVELOPER'S** share as a predetermined share, as per the layout plan which shall form part of this Agreement.

9.3 In consideration of the **OWNER** agreeing to transfer proportionate land in the **SCHEDULE 'B'PROPERTY** to the **DEVELOPER** or its nominee or nominees the **DEVELOPER** hereby agrees to construct and deliver to the **OWNER** 37% super built up area free from all encumbrances.

9.4 The **OWNER** and **DEVELOPER** shall decide upon the respective built up area falling to their shares and reduce the same to writing in the form of a Supplemental Sharing Agreement within 30 days from date of receipt of the sanction plan. The developer shall submit draft sharing agreement within 15 days from the date of plan sanction so as to facilitate the owner to execute the said agreement within 15 days thereafter.

9.5 The **OWNER** share of built up area shall be absolute property of the **OWNER** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **DEVELOPER** and the **OWNER** shall also be liable for payment of all taxes relating to their share.

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For Sunjshun Infracon Pvt. Ltd.
Handwritten signature
Chairman cum Managing Director

9.6 Similarly the **DEVELOPER** share of built up area shall be absolute property of the **OWNER** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **OWNER** and the Developer shall also be liable for payment of all taxes relating to their share.

9.7 The sharing of Apartments shall be on a pro-rata basis and/or all types of units will be shared between the owner and the Developer according to their entitlement.

9.8 Both parties shall be entitled to all common areas and facilities in the development.

9.9 In the event of an exact division not being possible of the **OWNER'S** or **DEVELOPER'S** share, the person suffering the shortfall shall be compensated at the rate of Rs.6,000/- (Rupees Six Thousand only) per sqft., which shall include the shortfall in the built up area.

9.10 The **OWNER** and **DEVELOPER** shall be liable to pay all taxes, cess, and other outgoings in respect of their entitlements in the development.

10. FACILITATION BY OWNER - POWER OF ATTORNEY

10.1 On signing of this agreement, the **OWNER** has also executed a General Power of Attorney in favour of the **DEVELOPER** and registered the same at **DEVELOPER** cost, empowering the **DEVELOPER** to approach the Village Panchayat, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, Municipal Authorities, Karnataka Power Transmission Corporation Limited, Bangalore Electricity Supply Company, Bangalore Water Supply and Sewerage Board or such other Competent Authorities to get the required permissions and sanctions, and for performing or executing the performance of all acts as desired by the **DEVELOPER**, for the effective development and completion of the "Residential Complex" on the **SCHEDULE PROPERTY** and matter connecting sale of **DEVELOPER** share under these present. However the cost/expense of all the acts carried out by the **DEVELOPER** under the powers granted by the said power of attorney shall be borne and paid by the **DEVELOPER** only.

10.2 The said General Power of Attorney executed by the **OWNER** in favour of the **DEVELOPER** empowers it to sell/mortgage only the **DEVELOPER'S** share to prospective purchasers/financiers, which power shall be exercised only after signing this agreement.



For Sumadhura Infracon Pvt. Ltd.

Chairman cum Managing Director

11. DEVELOPMENT - MISCELLANEOUS PROVISIONS

11.1 CUSTODY OF ORIGINAL DOCUMENTS:- The original documents of title relating to **SCHEDULE "A" PROPERTY** shall be kept with the Developer and the Developer on completion of the development shall hand over to Apartment Owner's Association or Society which may be formed for the upkeep and management of the Apartment Complex being constructed in Schedule "A" Property.

11.2 ADVERTISEMENT :- The **OWNER** and **DEVELOPER** shall be entitled to erect Boards on the **SCHEDULE PROPERTY** or advertise in newspapers or other media for the marketing of the Apartments in the development, at their cost if they so desire.

11.3. STATUTORY AND OTHER DEPOSITS:- The **DEVELOPER** shall in the first instance pay all the Statutory deposits payable to the Karnataka Power Transmission Corporation Limited / Bangalore Electricity Supply Company / Bangalore Water Supply and Sewerage Board, towards deposits, developmental charges, line estimate charges, installation and creating of water, sanitary and electrical and other infrastructures like transformers, cable charges with respect to both the **DEVELOPER** and **OWNER** share and thereafter on delivery of possession of the **OWNER** share to that extent reimbursed by the **OWNER**. i.e., 37% : 63%. The Developer herein made it clear that the owner is exempted from sharing the aforesaid expenses only to the extent of 20% of the **OWNER** share in the constructed area.

12. PAYMENT OF GST ETC:-


The prospective purchasers of the residential flats in the complex shall bear and pay the GST and/or any other taxes as levied by the authorities. Both the Parties **DEVELOPER** and **OWNER** herein can recover the above taxes from their nominee/s/purchasers as per the rules at applicable rate in the ratio of their respective shares along with the sale proceeds. It is the responsibility of the **OWNER** to discharge the liability of GST on his share of built-up area to the **DEVELOPER**. In the alternative, if the developer sell the owner's share, the developer shall directly collect the **APPLICABLE** GST from such prospective purchaser.

13. PAYMENT OF PROPERTY TAXES:- The **OWNER** has paid the Municipal taxes and its dues prior to the execution of this joint development agreement and thereafter the **DEVELOPER** shall pay the property taxes till the completion of the "Residential Complex" and the handing over of the **OWNER'S** share of the constructed areas to them. Thereafter each of them or their successors in interest shall bear and pay such taxes etc.

13.1 PAYMENT OF MAINTENANCE CHARGES:- It is hereby agreed by the **OWNER** that from the date the **OWNER** share of the Constructed area ready for occupation in all respects is handed over to the **OWNER** or from the date of expiry of thirty (30) days from the date on which a letter has been served upon the Owner's by the **DEVELOPER**



For Sumadhura Infracon Pvt. Ltd.


Chairman cum Managing Director

intimating them that the OWNER share of the Constructed area is ready for occupation in all respects and of their intention to deliver the same to the OWNER, the OWNER shall bear and pay the proportionate monthly maintenance expenses for maintenance of common areas and facilities to the DEVELOPER or the Owner Association, as the case may be. Thereafter the OWNER shall also be liable to bear and pay all out goings and general expenses in respect of the OWNER share such as insurance, property taxes, or cess as also their proportionate share of the Electrical & Water tax and charges or deposits in respect of metres, maintenance charges, maintenance deposits, charges towards maintenance of security and all other costs and expenses connected with the maintenance of buildings and its common areas/facilities. It is mutually agreed between the Parties that overall management of the SCHEDULE PROPERTY and the building and the amounts received towards common expenses shall vest with the DEVELOPER until formation of the Owner Association and the DEVELOPER shall, immediately on formation of the Owner Association, transfer surplus funds to the said OWNER Association. The revenue and expenses would be reviewed at the end of each financial year and parties agree to take appropriate action in the best interest of maintaining the "Residential Complex" and the common areas in good condition.

14. BORROWING POWER:

The DEVELOPER shall be entitled to take loans and financial facilities for development of the "SCHEDULE 'A' PROPERTY" against the security of the same and also receive advances from the prospective buyers of its undivided share land and constructed portion for the money required for construction of the Apartment Building on the "SCHEDULE 'A' PROPERTY". However, the OWNER and their share of constructed area should be fully indemnified. However, OWNER shall have no objection for the proposed purchasers of the flat/s to avail loans from the Banks. Provided, however, there shall be no personal liability on the OWNER in regard to any such debts and in the event of any default in repayment of any debt incurred by the developer, recovery shall be enforced only against the developer and the developer's share. The OWNER are not liable to answer any liability created by the developers any time and further the amounts that will be borrowed by the developer shall be for the purpose of construction of the apartments under these presents and not for any other purpose. The Developer agrees to undertake that in the event of the developer availing loans/financial assistance for construction, the owners' share shall not be part of any charge in favour of the creditors, financial institutions and the same shall be kept free from such claims and demands and the developer shall promptly deliver the owners' share free from all encumbrances. The Developer assures and covenant with the OWNER that the liability so created by them as aforesaid will be fully answered by them without making the OWNER share and without making the owners liable and responsible for the same and in the event of such claims, the developer agrees to indemnify and keep the OWNER indemnified from such claims and demands and protect them at all times.

15. CORPUS FUND :

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For Sumadhura Infracon Pvt. Ltd.
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Chairman / Managing Director

It is hereby agreed by the parties hereinabove to float a corpus fund for the entire complex which is payable by the ultimate purchasers at the time of execution and registration of Sale Deeds or the retainers of the flats at the time of taking delivery of such flats and such Corpus fund is fixed at Rs.50/-(Rupees FIFTY Only) per sq.foot of built-up area being proportionate contribution towards Corpus-Fund and such fund will be governed and held initially by the DEVELOPER and after the project is completed, the said fund will be transferred and made over to the Association or Society formed among the owner of the Residential Flats in the project after its formation and the interest earned and generated on the same will be utilized to meet capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, lifts, motors, water pumps, common lawns, gates, laying of internal roads, pipelines, club equipment etc., and if at any point of time, such interest generated/earned on the corpus fund is not sufficient to meet such expenditure, the deficit required shall be contributed by all the owner of Flats in the project in the same proportion in which they contribute the monthly maintenance charges.

16. **OWNER' ASSOCIATION:-** The **OWNER** and the **DEVELOPER** and/or the transferees or their nominee/ successors-in-title shall, along with the other **OWNER** of the apartments become members of the association to be formed for the purpose of maintenance of the "Residential Complex". The Parties hereto shall pay their respective share of maintenance, deposits and or charges to the said association or the maintenance company as may be formed or appointed on completion of the "Residential Complex". If, for any reason, the Owner Association is not formed by that time, the same shall be paid to the **DEVELOPER** till the formation of the Owner Association. Any amounts in the hand of the **DEVELOPER** at the time of formation of the Owner association, shall be handed over by them to the Owner Association within fifteen (15) days of its formation.

17. **DEFECT LIABILITY PERIOD:-** In the event of any defects being informed by the **OWNER** in writing to the **DEVELOPER** within a period of Twelve (12) months from the date of delivery of the **OWNER** 37% share in the constructed area, the **DEVELOPER** shall attend to the same and resolve and/or rectify them within 30 days of receiving such notice.. However, hairline or minor cracks in plaster being natural phenomenon shall not be considered as a defect. Thereafter the **OWNER'** shall not have any claim against the **DEVELOPER** in respect of any defect in the work in their share or in the "Residential Complex". The Warranty for all other consumables or equipment like lifts, water pumps etc. will be provided by the respective manufacturers on their standard terms;

17.1. The warranty by the **DEVELOPER** contained herein shall not cover defects, damage, malfunction resulting from:

(a) Misuse

For Sumadhura Infracon Pvt. Ltd.

Chairman cum Managing Director

- (b) Modifications or repairs done by the Owner or their successors-in-title,
- (c) Cases of force majeure
- (d) Failure to maintain the amenities/equipment in accordance with the Developer instructions if given in writing
- (e) Accident, neglect.

18. INDEMNIFICATION :-

18.1 The OWNER hereby confirm that their title to the SCHEDULE PROPERTY is good, marketable and subsisting and that none-else has any right, title, interest or share in the SCHEDULE PROPERTY and that the SCHEDULE PROPERTY is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or any tenancy claims as on the date of signing this Joint Development Agreement, acquisition proceedings or charges of any kind . The DEVELOPER have got legal scrutiny of the title deeds with respect to the SCHEDULE PROPERTY done and are fully satisfied with the OWNER' title over the same. However, in the event of any defect forthcoming in the Owner' title to the SCHEDULE PROPERTY at the instance of any genuine claimants, the same shall be resolved by the OWNER', at their cost, and if such defect refrains the DEVELOPER from carrying out further construction activity, such delay shall be excluded from the time period fixed for completion of construction.

18.2.The OWNER shall be kept indemnified and harmless by the DEVELOPER against any loss, liability, cost or claim, action or proceedings that may arise against them or Owner share of constructed area by reason of any failure on the part of the DEVELOPER to discharge their liabilities/obligations under this Agreement or towards purchasers of units in " Residential Complex" with whom the DEVELOPER or OWNER have entered into agreements based on the Power of Attorney executed by the OWNER or on account of any act of commission or omission in using the SCHEDULE PROPERTY or putting up the construction or on account of the assignment that the DEVELOPER have made or entered with in respect of this agreement for the purpose of development. Further, the DEVELOPER shall be fully and solely liable and responsible to the Government, Bruhat Bangalore Mahangara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority and other authorities for due compliance of all statutory requirements.

19. BREACH AND ITS CONSEQUENCES: In the event of breach of any one or more of the terms of this Agreement by either party, the aggrieved party shall be entitled to enforce specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing the breach.

20. PAYMENT OF STAMP DUTY & REGISTRATION CHARGES, ETC:- The DEVELOPER shall bear and pay the stamp duty, legal fees and other expenses for this Development Agreement. .

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For Sumadhura Infracon Pvt. Ltd.

Handwritten signature
Chairman cum Managing Director

21. CUSTODY OF AGREEMENT:- The Original of this Agreement shall be retained with the DEVELOPER and the counterpart (Duplicate) thereof shall be retained by the OWNER.

22. AMENDMENT:- This Agreement may not be amended except by an agreement in writing signed by the parties under these presents.

23. GENDER/PLURAL/SINGULAR:- Any reference made to the parties herein in singular, or plural, or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

24. HEADINGS:- The headings given to the clauses are for purposes of convenience only and shall not be used as interpretation of the terms of the agreement.

25. OTHER MATTER CONCERNING DEVELOPEMENT OF SCHEDULE "B" PROPERTY:

a) For the purposes of these presents the term super built up area shall mean the total constructed area including the area under the walls of each unit of the development, common electrical meter room, pump room, generator room, security room, common areas such as lobby, lift shafts, staircases, gardens etc., and circulation areas excluding car parking area.

b) For the purposes of these presents the term common areas and facilities shall, to the extent not inconsistent with these presents have the same meaning assigned to the term in Section 3(f) of the Karnataka Apartment Ownerhip Act, 1972.

c) The DEVELOPER and Owner shall comply with, in letter and spirit, the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and the regulations notified from time to time in all aspects applicable to DEVELOPER and Owner.

26. EXPENSES TO BE BORNE BY OWNER/TENANT OF EACH UNIT:

The Parties herein and the future OWNER/Tenants of units in the building shall bear and pay within seven days of demand by the developer or the OWNER association the proportionate share of the following common expenses in respect of an unit held by him/her, the proportion being the super built area of such unit to the total super built area of all units in the "SCHEDULE 'B' PROPERTY". The parties shall pay an amount Per Sq feet on the Super built up area as permanent maintenance deposit which shall be decided and in the event of shortfall from the income there from the parties shall be liable to pay the following common expenses proportionately.

- a) Maintenance and replacement of pumps sets, lifts and other machinery, electrical lines common to the building.
- b) Replacement of bulbs in corridors and other common places.



For Sumadhya Infracore Pvt. Ltd.

Chairman cum Managing Director

- c) Provision of watchmen and security 24 hours round the clock service.
- d) Maintenance of common facilities and amenities and gardens.
- e) Insurance of the building.
- f) Any other common service or facility provided by the said service provider.
- g) Common Area Lighting, etc.,
- h) House keeping (full team of Cleaners, Maids Plumber, Electrician) Etc.,
- i) AMCs, if any, for lifts, pumps, motors, etc.
- j) Should any Party default in any payment of any due from any common expenses, benefits or amenities, the First Parties and Second Party or the service provider 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.

27. RIGHTS AND OBLIGATIONS:

The Parties agree that in respect of built-up areas allotted to their respective shares in the "SCHEDULE 'B' PROPERTY", they shall be entitled to own, possess and enjoy the same subject to such rights and restrictions and obligations that are stipulated herein and both the parties agree to stipulate the conditions stated in the conveyance/s executed by them in favour of prospective purchaser/s of such built up areas in the "SCHEDULE 'B' PROPERTY". In course of Ownership/lease hold and enjoyment of the units/ floors/ space/area etc., in the "SCHEDULE 'B' PROPERTY" each of the Parties herein and future OWNER/tenants of the same shall have the following.

A) RIGHTS:

- (a) Full right and liberty for the Parties and persons authorized or permitted by the parties (common with all other persons entitled, permitted or authorized to the like right) at all times by day and night to go, pass and re-pass and to use the common areas inside and outside the building.
- (b) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.
- (c) The right to free uninterrupted passage of running water, gas, electricity from and to the building and to the unit allotted, through water courses, sewers, drains conduits, cables and wires which may be passing for the OWNER/tenants of units and the person/s authorized by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times with prior written



For Sumadhura Infracon Pvt. Ltd.

Chairman cum Managing Director

permissions of First Part and Second Part.

(d) 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 OWNER/tenants of Units in the Building with prior written permission of First Parties and Second Party.

(e) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.

(f) The right to the use of common open area around the building and the entrance area of the building. (other than the area specifically allotted to any OWNER/tenants for Exclusive use)

(g) Absolute Ownership and possession of the unit and car parking if allotted.

(h) Exclusive right and use of any portion of Terrace area and /or Garden Area if allotted.

(B) RESTRICTIONS ON THE RIGHTS/S OF THE PARTIES:

The Parties and the future OWNER/tenants of Units in the Building in the "SCHEDULE 'B' PROPERTY" shall be bound by the following restriction and covenants in the course of Ownership/lease hold and enjoyment of such units.

(a) Not to raise any construction in addition to the Units allotted.

(b) Not to use or permit the user of the Unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.

(c) Not to use the space in the land left open after the construction of the buildings/s in a manner, which might cause hindrance to the free ingress to or egress from any part of the said building.

(d) Not to park any vehicle at any place in the "SCHEDULE 'B' PROPERTY" other than in the allotted parking area.

(e) Not to default in the payment of any taxes of levies or expenses to be shared with the other OWNER of other unit under the said scheme.

(f) Not to make any arrangement for the maintenance of the exterior of the said Unit or the common amenities.

(g) Not to store in the said Unit any goods which are hazardous, combustible, and dangerous or considered objectionable by any authority or which are excessively heavy

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as to affect or damage the construction or structure of the said building.

(h) Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.

(i) Not to use or permit the use of the common passages, common staircases or common areas for storages, display boards, materials etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.

(j) Not to store any materials or construct anything on the Terrace and to keep the Terrace always clean, open to the sky and unbuilt upon.

(k) Not to throw or allow or suffer to be thrown dirt, rubbish, rags cigarettes and/or other refuse from the building or in the common areas of the building or on the "SCHEDULE 'B' PROPERTY".

(l) Not to cause any nuisance or health hazard to the other occupants of the buildings.

(m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Association of OWNER of Apartments in the building.

(n) Not to use the Terrace/s open area specifically allotted to any Unit OWNER.

(o) Not to seek for partition of common facilities or services or the land covered in the "SCHEDULE 'B' PROPERTY" by metes and bounds but always shall enjoy the "SCHEDULE 'B' PROPERTY" as CO-OWNER along with other CO-OWNER thereof.

(p) 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.

(q) Not to put up Advertisement Boards, open sign and other display materials at any place of the Building in the "SCHEDULE 'B' PROPERTY" except at the Previously designated location and also at the entrance door of the particular unit.

(r) No signboard, Hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the Unit or at any open spaces inside or outside the building and compound wall.

(s) No separate formation of Association of OWNER/Tenants of Units.



For Symbiosis Infocom Pvt. Ltd.

Chairman / Managing Director

28. JURISDICTION:

The Courts at Bangalore alone shall have jurisdiction to adjudicate against any claims raised in future pertaining to this agreement;

SCHEDULE "A" PROPERTY

All that piece and parcel of property bearing Converted land bearing Sy.No.47/1, measuring about 5 Acres 04 Guntas and Converted land bearing Sy.No.48/4 measuring about 1 Acre 38 Guntas (The land bearing Sy.Nos.47/1, 48/4 and other properties is converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore) both the Properties referred to above are situated adjacent to each other at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, and totally Measuring about 7 Acres 02 Guntas, and presently bears a Portion of Common BBMP Katha No.650/398/Sy.No.47/1,48/4, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the

East by : Neighbour's Property in Sy. No.47.
West by : Road;
North by : Neighbour's Property in Sy No.48;
South by : Land in Sy No.41;

SCHEDULE "B" PROPERTY

57.45% undivided right, title and interest in the Schedule "A" Property, viz., Measuring 4 Acres 02 Guntas out of 7 Acres 02 Guntas (The land bearing Sy.Nos.47/1, 48/4 and other properties is converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore) situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP.



For Sumadhura Infracon Pvt. Ltd.


Chairman cum Managing Director

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

WITNESSES:

1. Munif
(Munif) Munif
402-B, B-16



OWNER
(Mr. NAVED M. HASSAN)

2. Sandeep
(Sandeep) Sandeep
402-B, B-16

Sumadhura Infracon Pvt. Ltd.



Managing Director

DEVELOPER
(M/s. SUMADHURA INFRACON PRIVATE LIMITED)

Drafted by me
✓
SNR Associates
Advocates
No. 402 Fourth Floor
K.K. Vani Plaza
BN Pura Bhe.

:ANNEXURE -I::

SPECIFICATIONS:

Super Structure: RCC Framed structure with Seismic compliances as per IS code, RCC walls with Shear wall technology or block masonry walls.

Doors : Main door & other doors - Imported wood frames with designer shutters.

Utility - Powder coated Aluminum.

Balcony door - UPVC or Aluminum with bug screen 3 track.

Windows : UPVC with safety grills and glass, sliding type.

Flooring:

Common Area: Lounge/Reception/GF Lobby- Imported marble flooring/Granite Flooring

Corridors - Granite/vitrified tiles

Upper floor Lift Lobby & corridors - vitrified tiles

Basement - Cement concrete power trowelled with smooth finish

Recreation House: Lobby - Imported marble flooring/Granite Flooring

Gym - Laminated wooden flooring/Vinyl flooring

Multipurpose Hall - Vitrified tiles

Apartments: Living / Dining / Family / Foyer - Vitrified tiles

Master Bedroom - Laminated wooden flooring

Other Bedrooms& Kitchen - Vitrified tiles

Balcony - Rustic ceramic tiles

Toilets & Utility - Anti-skid ceramic tiles



For Sumadhura Infracon Pvt. Ltd.


Chairman Cum Managing Director

Wall Dado: Kitchen - 2' height dado

Toilets - Ceramic tile cladding up to false ceiling height

Kitchen/Utility: Provision for modular kitchen

Plumbing - RO water point and Softened water point.

Electrical - Provision for refrigerator point, microwave washing machine point,

Toilets: CP Fittings— Jaguar/ Grohe or equivalent

Sanitary fixtures – Parry-ware or equivalent

Railing: Balcony railing - MS railing

Stair railing (common areas) - MS railing

Painting & Finishes:

Exterior finish	: Exterior emulsion
Internal Ceiling	: Acrylic Emulsion Paint
Apartment walls	: Premium emulsion paint
Common Area & Lift Lobby	: Acrylic Emulsion Paint
Staircase, Utility & service area	: Oil bound distemper
Basement	: Oil bound distemper
Steel works	: Synthetic enamel paint
Wood work	: Polished finish for all internal doors and toilet door Painted finish, All paints Berger/ Asian Paints or equivalent (Price & quality)


Water Supply / Drainage:

Sewage	: PVC
Water supply	: Treatment -WTP
External & Internal piping	: CPVC/UPVC

Electrical:

Modular switches	: Northwest or equivalent
Wires	: Havells or Equivalent
MCB'S	: MDS/Indo Asian or equivalent
3 BHK & 2.5 BHK	: 5 KW
2 BHK	: 4 KW



For Sumadhura Infracon Pvt. Ltd.

Chairman cum Managing Director

DG backup

: 3 KW for 4 BHK & 2 KW for 3 BHK & 2.5 BHK & 1.5 KW for 2 BHK, 100% Power backup for lifts, pumps & lighting in Common areas

Security Systems

: Intercom facility

AMENITIES:

- Single top Covered car parking at Basement or Stilt as per booking serial.
- Club house area with Equipped Gym, Indoor Multipurpose community Hall for Yoga/Aerobics/ Meditation, Steam and changing areas/ facilities, Billiards, Shuttle Badminton Court , Cricket Practice pitch, Basketball hoop, Bicycle Track, Table Tennis etc.
- Children's play area with play equipment and Landscaped gardens
- Outdoor swimming pool combined with toddler's pool with deck
- Beautiful landscaped OAT
- Solar fencing encircling the project
- Rain water Harvesting, organic waste converter
- Cement concrete pavers in driveways & stone cobbles.
- Sewage Treatment Plant, Water softening Plant

For Sumadhura Infracon Pvt. Ltd.


Chairman cum Managing Director**(M/s. SUMADHURA INFRACON PVT.LTD)**

Represented by its Chairman and Managing Director,

Sri.G.MADHU SUDHAN,**(DEVELOPER)**



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
 ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಪ್ರವೃತ್ತಿ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 6229

ಕಛೇರಿ : ಮೆಟ್ರೋ

Original

ದಿನಾಂಕ : 26/12/2018

ಶ್ರೀ M/s Sumadhura Infracon Private Limited Rep by Its Chairman and Managing Director G. Madhu Sushan - ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ
 2018 - 19 ವರ್ಷದ ಪುಸ್ತಕ - ಪುಸ್ತಕದ 5796 ಸಂಖ್ಯೆಯ ವರ್ಷದ ನೋಂದಣಿಗಾಗಿ

ನೋಂದಣಿ ಶುಲ್ಕ	DELIVERED	ರೂ. ವೆ.
	On Dt 26/12/18	3700000.00
ಸೇವಾ ಶುಲ್ಕ	PAID	1050.00
	ಒಟ್ಟು :	3701050.00

Rs. 1050.00 ಪರಿಶುದ್ಧ Paid in Cash 3700000.00 ಒ.ಕ.ಮೂಲಕ DD No 085376,
 dt.24/12/2018. Drawn on Axis Bank Ltd. Blore

ಸೇವಾಗೆ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : _____ + _____ 0
ಒಟ್ಟು : 3701050.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಮೂವತ್ತೆಂಟು ಲಕ್ಷ 'ಒಂದು ಸಾವಿರದ ಐವತ್ತು)

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 26/12/2018 ದಿನದಂದು ಓದಲಾಗುವುದು

(Signature)
 ಹೆಚ್ಚುವರಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ
 ವರ್ತಮಾನ, ಬೆಂಗಳೂರು-ಪುಸ್ತಕವಹಿಷ್ಣು

ಈ ದಸ್ತಾವೇಜು 26 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

ದಾಖಲೆ ಸಂಖ್ಯೆ 4027/2021-22 ಮತ್ತು ಸಂಖ್ಯೆ

ಈ ದಸ್ತಾವೇಜು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದು
ಇದನ್ನು (*) ಎಲ್ಲೆಡೆ ಬಳಸಬಹುದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸ್ತಾವೇಜು ಪಾಳೆ
Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಪಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗಾಗಿ ಬಳಸಬಹುದು
This sheet can be used for any document

ಬೆಲೆ : ರೂ. 2/-
(GST EXTRA)

4027/21-22

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the 04th day of October, Two Thousand and Twenty One (04/10/2021) at Bangalore.

BETWEEN:

1. Mr.NAVED M. HASSAN, aged about 71 years,
S/o Late.S.M. Hassan,
PAN: AAHPH5571N.
Aadhaar No.245205500860.
R/at No.36, Sunny Brooks,
Doddakannelli Village,
Varthur Hobli, Bnagalore East Taluk.

2.M/s. SAMARKHAND PROPERTY MANAGEMENT PRIVATE LIMITED,
A company incorporated under the provisions of Indian Companies Act 1956,
having its registered office at: No. 99, Sunny Brooks, Sarjapur Road, Bangalore,

Represented by its Managing Director,
Mr.NAVED M. HASSAN, aged about 71 years,
S/o Late.S.M. Hassan,
Aadhaar No.245205500860.

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

For SAMARKHAND PROPERTY MANAGEMENT PVT.LTD
Handwritten signature
Managing Director

For Sumadhura Infracon Pvt. Ltd.
Handwritten signature
Chairman cum Managing Director

4 - ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 4027/2021-22 ಪುಟ ಸಂಖ್ಯೆ 2



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

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S SUMADHURA INFRACON PRIVATE LIMITED Represented by its Chairman and Managing Director, G.MADHU SUDHAN, Son of Late Sri.Sattaiah , ಇವರು 6400000.00 ರೂಪಾಯಿಗಳನ್ನು ವಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಕಡತ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	6400000.00	Challan No CR1021003000085259 Rs. 6400000/- dated 04/Oct/2021
ಒಟ್ಟು :	6400000.00	

ಸ್ಥಳ : ಮಹದೇವಪುರ

ದಿನಾಂಕ : 04/10/2021

ಶ್ರೀ ಮಧು ಸುಧನ್
ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ಮಹದೇವಪುರ)
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಉತ್ತರ ಕರ್ನಾಟಕ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.



AND

M/s. SUMADHURA INFRACON PRIVATE LIMITED, A company incorporated under the provisions of Indian Companies Act 1956, having its registered office at: Sy.No.108/2, Millenia Building, 1st Main MSR Layout, Munnekollala Village, Marathahalli, Outer Ring Road, Bangalore – 560 037, PAN: AAQCS9641A and CIN-U45200KA2012PTC062071.

Represented by its Chairman and Managing Director,
Sri.G.MADHU SUDHAN, aged about 50 years,
Son of Late.Sri.Sattaiah,
Aadhar No.260992010777.

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

WITNESSETH:

WHEREAS, the Owner at Sl.No.1 is the absolute owner of all that piece and parcel of Converted land bearing Old.Sy.No.47/2A, **New Sy.No.47/3** {The land bearing Sy.No.47/2A, and other properties is converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore, followed by rectification of Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:30/01/2019, issued by the Deputy Commissioner, Bangalore Dist., Bangalore}, situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, **measuring 1 Acre 16.08 Guntas**, The Owner at Sl.No.1 had acquired the same under different sale deeds viz.,

1. Sale deed dated 19/09/2007, registered as document No.2585/2007-08, in Book - I in the office of the Sub-Registrar Mahadevapura, Bangalore, executed by its previous owner **Mr.Jose J. Kallivayalil** S/o Sri.Jose Kallivayalil, later RTC and all other revenue records were mutated into his name, measuring about 6.08 Guntas.
2. Sale deed dated 19/09/2007, registered as document No.2586/2007-08, in Book - I in the office of the Sub-registrar, Mahadevapura, Bangalore, executed by its previous owner **Mr.Sen Thomas** S/o Sri.V.I.Thomas later RTC and all other revenue records were mutated into his name, measuring about 25 Guntas.
3. Sale deed dated 19/09/2007, registered as document No.2587/2007-08, in Book - I in office of the Sub-Registrar Mahadevapura, Bangalore, executed by its previous owner **Mr.Raju Thomas** S/o Sri.K.M.Thomas, later RTC and all other revenue records were mutated into his name, measuring about 25 Guntas.

FOR SAMARKHAND PROPERTY MANAGEMENT PVT. LTD.

Managing Director

For Sumadhura Infracon Pvt. Ltd.




Chairman and Managing Director

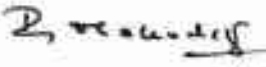
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 4027

ಮಹದೇವವ್ವರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಚಲನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 04-10-2021 ರಂದು 01:41:38 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಮಟ್ಟದೊಂದಿಗೆ







ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ.
1	ನೋಂದಣಿ ಶುಲ್ಕ	3200000.00
2	ಸೇವಾ ಶುಲ್ಕ	1500.00
	ಒಟ್ಟು:	3201500.00

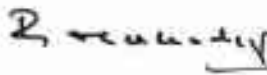
ಶ್ರೀ M/S SUMADHURA INFRACON PRIVATE LIMITED Represented by its Chairman and Managing Director, G.MADHU SUDHAN, Son of Late.Sri.Sattaiah ಇವರಿಂದ ಹಾಜರಾದ ಮೊದಲನೆಯವರು

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S SUMADHURA INFRACON PRIVATE LIMITED Represented by its Chairman and Managing Director, G.MADHU SUDHAN, Son of Late.Sri.Sattaiah			


 ಮಹದೇವವ್ವರ
 ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
 ಮಹದೇವವ್ವರ, ಬೆಂಗಳೂರು
 ಮುಖ್ಯದಸ್ತಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	M/S SUMADHURA INFRACON PRIVATE LIMITED Represented by its Chairman and Managing Director, G.MADHU SUDHAN, Son of Late.Sri.Sattaiah (ಬರೆದುಕೊಂಡವರು)			
2	Sri NAVED M. HASSAN S/o Late.S.M. Hassan (ಬರೆದುಕೊಂಡವರು)			


 ಮಹದೇವವ್ವರ, ಬೆಂಗಳೂರು
 ಮುಖ್ಯದಸ್ತಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

WHEREAS, the Owner at Sl.No.1 is also the absolute owner of all that piece and parcel of property Converted land bearing **Sy.No.47/2B**, {The land bearing Sy.No.47/2B, and other properties are converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore, followed by rectification of Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:30/01/2019, issued by the Deputy Commissioner, Bangalore Dist., Bangalore}, situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, measuring about **31 Guntas**. The Owner at Sl.No.1 had acquired the same under Sale deed dated 20/01/2003, registered as document No.16100/2002-03, Book - I in office of the sub-registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.V.Rama Reddy** S/o Late.Sri.T.Venkatappa and his Family Members.

WHEREAS, the Owner at Sl.No.1 is also the absolute owner of all that piece and parcel of property being Converted land bearing **Sy.No.48/3**, {The land bearing Sy.No.48/3, and other properties are converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore, followed by rectification of Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:30/01/2019, issued by the Deputy Commissioner, Bangalore Dist., Bangalore}, situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, measuring about **20 Guntas**. The Owner at Sl.No.1 had acquired the same under Sale deed dated 20/01/2003, registered as document No.16101/2002-03, Book - I in office of the sub-registrar K.R.Puram, Bangalore, executed by its previous owner **Mr.V.Rama Reddy** S/o Late.Sri.T.Venkatappa and his Family Members.

WHEREAS, the Owner at Sl.No.2 is the absolute owner of all that piece and parcel of property being Converted land bearing **Sy.No.48/3**, {converted for residential purpose vide Conversion Order No.ALN.SR:1599, issued by the office of the Tahasildar, Bangalore South Taluk, Bangalore} situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, measuring about **10000 Sq.foot or 9.03 Guntas**. The Owner at Sl.No.2, had acquired the same under Different sale deeds viz.,

1. Sale deed dated 07/11/2006, registered as document No.25720/2006-07, in Book - I in the office of the Sub-Registrar, K.R.Puram, Bangalore, executed by its previous owner **Mrs.Farah Gasim Also known as Qasim Farah Abdullah**, D/o Sri.Mathias Marian Coelho.
2. Sale deed dated 23/12/2003, registered as document No.19500/2003-04, in Book - I in the office of the Sub-Registrar, K.R.Puram, Bangalore, executed by its previous owner **Syed Amin Shan**, S/o Sri.M.Shahabuddin.

WHEREAS all the Properties referred to above are situated adjacent to each other at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, and totally Measuring about **2 Acres 36.11 Guntas**, which property is morefully described in the Schedule hereunder and hereinafter be referred to as the **"SCHEDULE PROPERTY"**.






PGI SAMARKHAND PROPERTY MANAGEMENT PVT.LTD.


Managing Director

For Sumadhura Infracon Pvt. Ltd.


Chairman and Managing Director

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಸಂಸ್ಥೆಯ ನೆಲೆ	ಹೆಸರು
3	M/S SAMARKHAND PROPERTY MANAGEMENT PRIVATE LIMITED. Represented by its Managing Director Mr.NAVED M. HASSAN S/o Late.S.M. Hassan. (ಬೆಂಗಳೂರು)			

4

ಸಂಖ್ಯೆ 4027 2021-22 ಪುಟ ಸಂಖ್ಯೆ 6

R. Manoj

ಸಹಾಯಕ ನಿರ್ದೇಶಕರು

ಉಪ ನಿರ್ದೇಶಕರು
ಅಧಿಕಾರವಹಿ, ಬೆಂಗಳೂರು.



WHEREAS the Owners herein having acquired the Schedule Property in the manner stated above are in peaceful possession and enjoyment of the same as its sole and absolute Owner and all the above properties are situated in a compact Block and totally admeasures **02 Acres 36.11 Guntas**, and Owners at SLNo.1 herein along with adjacent property Owner are jointly desirous to develop the Schedule Property by constructing a multi- storied Residential Apartment Building over the Schedule Property through the DEVELOPERS herein who is in the business of property development and have decided to entrust the work of development of Schedule Property to the DEVELOPERS

AND WHEREAS the OWNERS have been in possession and enjoyment of the SCHEDULE PROPERTY from the date of its acquisition and are legally entitled to sell, transfer, develop or deal with or otherwise to dispose of SCHEDULE PROPERTY in any manner at their absolute discretion;

AND WHEREAS the OWNERS having decided to develop the SCHEDULE PROPERTY for better returns and consolidation of assets was looking for a reputed DEVELOPER with experience, expertise having adequate funds to develop SCHEDULE PROPERTY into a modern and high class residential apartment complex as per plans to be prepared and sanctioned by the competent authorities;

AND WHEREAS the DEVELOPER represents that it has experience in real estate development and has the necessary expertise to do so and has marketing ability and funds and further represents that it has developed several residential and commercial projects in and around Bangalore and outside the State of Karnataka and that it has the necessary infrastructure, financial and other resources and experience and expertise to develop the SCHEDULE PROPERTY.

AND WHEREAS the OWNERS represent to the DEVELOPER that :-

- 1) They have good, marketable and subsisting title to the SCHEDULE PROPERTY and are in actual physical possession and enjoyment of the same to the exclusion of all else;
- 2) That they have paid all taxes, cesses and other outgoings in respect of the SCHEDULE PROPERTY, fully, upto date;
- 3) That they are not a party to any legal proceedings wherein the SCHEDULE PROPERTY has been attached and that the SCHEDULE PROPERTY is not in the possession, custody or control of any receiver and that the SCHEDULE PROPERTY is not the subject matter of any suit or other legal proceedings;
- 4) There are no claims, mortgages, charges, liens, or encumbrances, in respect of the SCHEDULE PROPERTY;
- 5) The SCHEDULE PROPERTY is not the subject matter of any acquisition, or requisition proceedings;
- 6) There are no minor or third party claims in respect of the SCHEDULE PROPERTY;
- 7) That they have not entered into any Agreement/s of Sale, Lease, Transfer for Sale or development of the SCHEDULE PROPERTY with any person;



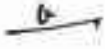
For SAMARICHAND PROPERTY MANAGEMENT PVT. LTD

Managing Director

For Sumadhura Infracon Pvt. Ltd.


Chairman Managing Director

ಸುರಕ್ಷಿತವಾಗಿ



ದಾಖಲೆ ಸಂಖ್ಯೆ 4027 2021-22 ಮತ್ತು ಸಂಖ್ಯೆ 8

ಕ್ರಮ ಸಂಖ್ಯೆ	ನೋಂದಿಸಿದ ವ್ಯಕ್ತಿ	ಹೆಸರು
1	Malikarjuna KK Veni Plaza, B narayanpura, Bangalore	Moufy
2	Sandeep KK Veni Plaza, B narayanpura, Bangalore	D927/15

R. Srinivas
ಸಹಾಯಕ ನಿರ್ದೇಶಕರು

ಉಪ ನಿರೀಕ್ಷಾಧಿಕಾರಿ
ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು



1 ನೇ ಪ್ರಕಟಿತ ದಾಖಲೆ
ಸಂಖ್ಯೆ MDP-1-04027-2021-22 ಈ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ MDPD935 ನೇ ಪ್ರಕಟ
ದಿನಾಂಕ 04-10-2021 ರಂದು ನಿರೀಕ್ಷಾಧಿಕಾರಿಗಳಿಗೆ



R. Srinivas
ಉಪನಿರೀಕ್ಷಾಧಿಕಾರಿ ನಿರೀಕ್ಷಾಧಿಕಾರಿ (ಮಹದೇವಪುರ)

ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು

ಉಪ ನಿರೀಕ್ಷಾಧಿಕಾರಿ,
ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.



- 8) There are no easements, quasi easement, restrictive covenants or other rights or servitudes;
- 9) That they have no pending liabilities with regard to Income-Tax, Wealth Tax, gift Tax or any other tax which would affect their title to the **SCHEDULE PROPERTY**;
- 10) There are no legal impediment for development of **SCHEDULE PROPERTY** and subsequent sale of the same.

AND WHEREAS the DEVELOPER represent that:-

- 1) It is a reputed Real Estate Developer and has the necessary experience and expertise to develop the **SCHEDULE PROPERTY** and that it has undertaken and successfully completed number of projects in and around Bangalore;
- 2) It has the necessary financial capacity and to commence and complete the development of the **SCHEDULE PROPERTY**;
- 3) It suffers from no legal or other impediment which may interfere with its development of the **SCHEDULE PROPERTY**;

AND WHEREAS on the representation of the Developer, The Owners have agreed to grant license to the Developer to enter the **SCHEDULE PROPERTY** for the purpose of development of the **SCHEDULE PROPERTY** and construction of the "RESIDENTIAL COMPLEX" on the date of execution of Joint Development agreement.

AND WHEREAS the **OWNERS** and the **DEVELOPER** have agreed to develop the **SCHEDULE PROPERTY** after amalgamating with the adjacent Properties already acquired by the Developer.

AND WHEREAS the **OWNERS** and the **DEVELOPER** have agreed to develop the **SCHEDULE PROPERTY** after amalgamating with the adjacent Properties acquired by the Developer on certain terms and conditions and have decided to reduce the terms of their agreement into writing and accordingly this Joint Development Agreement is being entered into;

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. DEVELOPMENT:

1.1 The **OWNERS** do hereby allow, subject to the other terms and conditions contained herein, and authorized the **DEVELOPER** and the **DEVELOPER** hereby agrees the undertakings, subject to obtaining all necessary sanctions, licenses, permissions and clearances to develop the **SCHEDULE PROPERTY** into a residential Complex at its cost with compound walls, gates and internal and external services relating to electricity, water and sewage and including but not limited to generator works, walk ways, staircases, passages and all other essential facilities, whether specifically agreed or not, the construction being of the highest quality and modern in attitude,

Atana

FOR SAMARAKHAND PROPERTY MANAGEMENT PVT. LTD.

Atana

Managing Director

For Sumadhura Infracon Pvt. Ltd.

Chandra

Chairman cum Managing Director

- 1.2 The **OWNERS** shall not revoke the permission hereby granted except by termination of agreement in the manner provided for in these presents till completion of entire project and sale of the **DEVELOPER** allotted apartments.
- 1.3 For the purposes of such development the **DEVELOPER** shall appoint Architect, Contractor, Engineer and Consultants at its cost to prepare the necessary plans for development of **SCHEDULE PROPERTY** in fulfilment of **DEVELOPER** obligations under these presents and shall be responsible for the due proper diligence and timely performance by such persons.
- 1.4 For the purposes of the development contemplated by these presents the **DEVELOPER** shall bring in all necessary items i.e., items of Plant and machinery, tools and implements, stores and materials and necessary workmen and such property shall be the exclusive property of the **DEVELOPER** who shall be entitled to remove and take away the same after performance of these obligations under these presents.
- 1.5 The cost of development as contemplated in these presents including all attendant ancillary or incidental cost including but not limited to statutory deposits and payments (subject to reimbursement in the manner to the extent) provided by these presents shall be borne and paid by the **DEVELOPER**.
- 1.6 The **DEVELOPER** is entitled to develop the "SCHEDULE PROPERTY" by constructing Residential Apartments of several blocks, which is hereinafter referred to as "DEVELOPMENT" subject to the plans and specifications approved by the appropriate authority (or) Work Plan being approved by Both the Parties and in terms of this agreement. The **DEVELOPER** hereby assure that the proposed building shall be with minimum of Basement, Ground and Fourteen Upper Floors.

2. DEVELOPMENT – LICENSE TO ENTER:

The **OWNERS** have agreed to grant license to the **DEVELOPER** to enter the **SCHEDULE PROPERTY** for the purpose of development and construction of the "Residential Complex" on the date of execution of this agreement. It is specifically understood between the parties that the license to enter the "SCHEDULE PROPERTY" being given to the **DEVELOPER** is not being given or intended to be given by the **OWNERS** in part performance of this agreement under section 53-A of the Transfer of Property Act and this is not a sale agreement in any form or manner and is only an agreement to develop the **SCHEDULE PROPERTY**.

3. DEVELOPMENT – PLANS, FAR, TDR ETC.,

3.1 The **DEVELOPER** shall appoint its own Architect and get plan/plans drawn up in consultation with the **OWNERS** and submit the same to the Bruhath Bangalore Mahanagara Palike / Bangalore Development Authority or such other authority as may have jurisdiction to approve and sanction the same, for the time being, such plan/s being in consonance with prevailing Building Bye Laws and accompanied by such other drawings and designs.



SAVARKHANI PROPERTY MANAGEMENT PVT. LTD



Managing Director

For Sumadhura Infracon Pvt. Ltd.



Chairman/Managing Director

3.2 The **DEVELOPER** shall be entitled to submit revised/modified plans in the event of increase in FAR or transfer of development rights.

3.3. The **DEVELOPER** shall during the subsistence of these presents obtain all necessary No Objections, Permissions and Sanctions as may be required.

3.4 The **DEVELOPER** shall be responsible of payment of fee / remuneration to all Architects, Engineers, Contractors and Consultants, engaged by it for the purposes of these presents.

3.5 The **DEVELOPER** shall at the initial stage obtain commencement certificate and after completion obtain occupancy certificate and the project will be deemed complete when occupancy certificate is received for the entire development.

3.6 The **DEVELOPER** shall be entitled to make such modifications, additions, deletions etc., in the Approved plans as directed / required by the jurisdictional authorities without requiring the prior concurrence of the **OWNERS** who shall however be kept informed of the same provided further that such changes shall not cause prejudice to the interest of the **OWNERS**.

3.7 The **DEVELOPER** shall be under an obligation at the initial stage to furnish an authenticated copy of sanction plan to the **OWNERS** and after completion the **DEVELOPER** shall provide to the **OWNERS** an 'as built plan', structural drawings, electrical wiring drawings, water and sewage drawings, and drawings showing the location of other concede facilities such as data cables etc.,

3.8 The **DEVELOPER** is at liberty to purchase and load the TDR on the "SCHEDULE PROPERTY" and construct additional built up area either before the commencement of the construction or thereafter, and the **DEVELOPER** shall have the right to put up such additional construction at its own cost and expenses for which the **OWNERS** and **DEVELOPER** shall be entitled for such additional construction in the following proportion. The **OWNERS** shall be entitled for 12.5 % of such additional built up area and construction done by the **DEVELOPER** on account of TDR purchased and loaded on "SCHEDULE PROPERTY" by the **DEVELOPER**, in consideration of their contribution of their undivided share in the "SCHEDULE PROPERTY", for the joint development, and the **DEVELOPER** shall be entitled for 87.5 % of such additional built up area and construction done by them on account of TDR purchased and loaded on "SCHEDULE PROPERTY" by the **DEVELOPER** in consideration of their contribution and their effort and expenses incurred for such TDR purchase, construction of such additional construction proposed to be constructed scheduled property, for the Joint Development.

For SAVARUKHAND PROPERTY MANAGEMENT PVT LTD

Managing Director

For Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

4. DEVELOPMENT WORK COMMENCEMENT:

4.1 The **DEVELOPER** shall commence the developmental work on the **SCHEDULE PROPERTY** within 30 days from the date of obtaining plan sanction and all other necessary permission/s from the competent authorities. The **DEVELOPER** shall have the sole discretion in selection of the construction material, method of construction, equipment to be used for construction and other related techniques of construction, etc., and the same shall be as per the agreed specifications detailed at Annexure-1 and the **OWNERS** shall not interfere with the same. The quality of materials used shall confirm ISI codes or equivalent thereto.

4.2 The **DEVELOPER** may at their discretion agree to execute additional items of work as required by the **OWNERS** for the **OWNERS** share on separate and mutually agreed terms/and/or rates. The **OWNERS** shall also be at liberty to get any additional items of work done by their own agencies, after possession of their share is handed over to them by the **DEVELOPER**, other than the structural alterations. The time taken for undertaking such additional work by the **DEVELOPER** shall be added to the time stipulated for completion of construction of the **OWNERS** share stipulated in the scheme.

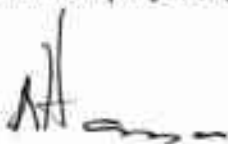
4.3 All items like equipment & machinery, tools & implements, stores & materials, which the **DEVELOPER** and/or their contractor, workmen and other agencies may bring to the **SCHEDULE PROPERTY** for the development and construction of the "Residential Complex" shall remain the exclusive property of the **DEVELOPER** at all times and they shall be entitled to remove the same. The **OWNERS** shall have no claim or lien whatsoever on any such items of equipment & machinery, tools & implements, stores & materials at any time, except otherwise provided under this agreement. The **DEVELOPER** shall move their equipment & machinery, tools & implements, stores & materials at any time. The **DEVELOPER** shall move their equipment and machinery into the **SCHEDULE PROPERTY** without damaging the environment or without causing any inconvenience to other persons residing/carrying on business within the vicinity of the **SCHEDULE PROPERTY**.

5. DEVELOPMENT WORK - PROHIBITION TO ASSIGN:


The **DEVELOPER** shall not be entitled to assign its rights or duties under this Agreement to any other person or persons except with the previous consent in writing of all the **OWNERS** provided that this shall not prohibit the **DEVELOPER** from engaging the services of Architects, Engineers, Contractors and labour who will at all times work under the direct control and supervision of the **DEVELOPER**.

6. DEVELOPMENT - MOBILIZATION OF WORK FORCE AND CONSTRUCTION:

The **DEVELOPER** shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The **DEVELOPER** shall meet costs of all construction materials and shall be solely responsible for the payment of wages to the labourers and sub-contractors as employed by it for execution of construction work undertaken by it under this Agreement. The **OWNERS** shall in no way be liable either for civil or criminal proceedings/financial implication to make payments including that of wages, etc., or to compensate the labourers for any injuries or loss sustained to the labourers employed by the **DEVELOPER**.



TO SHARADHURU PROPERTY MANAGEMENT PVT. LTD.


Managing Director

For Sharadhuru Property Management Pvt. Ltd.



Chairman cum Managing Director

7. DEVELOPMENT – COMPLETION OF PROJECT:

7.1 The DEVELOPER shall complete the development of the SCHEDULE PROPERTY and construction of the “Residential Complex” with in Forty Two (42) Months from the date of obtaining the plan sanction for construction of the “Residential Complex” with a grace period of 120 days. If the approval for construction is in phased manner, the completion time line of 42 months shall apply for each phase separately.

7.2 It is specifically understood that the DEVELOPER shall not be deemed to be in default or incur any liability for any delay in completion of development including completion of construction of the OWNERS Share. If the performance of its obligations hereunder is delayed or prevented by conditions constituting force majeure such as act of god, natural calamities, war, strikes, agitations and further on account of restrictions and controls that may be put up by the government or the authorities or changes and amendments in the rules or regulations or in view of any prohibitory orders passed by the Hon’ble Courts or any third party claims over the SCHEDULE PROPERTY or due to any acts of omission or commission by the OWNERS or due to hindrances caused due to misrepresentations by the OWNERS as mentioned in this agreement, all periods, hereunder fixed shall be extended by periods equal to the periods of delay on account of the force majeure conditions, as mentioned herein above. In the aforesaid event, the DEVELOPER shall be entitled to extension of time for completion subject to the condition that the happening of such event shall be duly notified to the OWNERS within fifteen (15) days of the commencement of such event. The DEVELOPER shall also, at all times try and minimise the impact of the Force Majeure events on the development of the SCHEDULE PROPERTY under this Agreement. However, if the delay or stoppage work is on account of the DEVELOPER’S acts of omission or commission, the DEVELOPER is not entitled to any extension of time.

7.3 In the event of the DEVELOPER not completing the development of the SCHEDULE PROPERTY and Construction of the “Residential Complex” within the period stipulated in Clause 7.1 above and subject to Clause 7.2, the DEVELOPER shall pay the OWNERS a sum of Rs.15/- (Rupees Fifteen only) per month for every square foot of the Super Built up area of the OWNERS share for the delay in handing over the possession of OWNERS share of super built up area to the OWNERS as liquidated damages. The said payments shall be made within one week from the expiry of the each calendar month. The OWNERS shall be entitled to interest at 12% per annum for any delay in such payment and shall be entitled to recover the same with interest.

7.4 In the event of delay in securing the Power/ Sanitary/Water connections or any other services approvals from BWSSB/ BESCOM the DEVELOPER shall arrange temporary electrical, water & sanitary connections at its own cost until permanent connections are obtained.

7.5 On Completion of the “Residential Complex” the DEVELOPER shall intimate in writing to the OWNERS about the completion and its readiness to deliver the OWNERS Share. The DEVELOPER shall provide for inspection of the OWNERS’ Share for verification of the completion in all respects as per specifications and in accordance with this Agreement.



RESIDENTIAL PROPERTY DEVELOPER PVT LTD



Managing Director

For Sumadhura Telecom Pvt. Ltd.



Chairman cum Managing Director

8. PROJECT NAME:

The name of the Apartment Complex constructed on the "SCHEDULE PROPERTY" shall be a name agreed to by both the **OWNERS** and **DEVELOPER**.

9. SHARING OF DEVELOPMENT BENEFITS

9.1 The aforesaid scheme envisages construction of a residential apartment complex with all modern amenities and facilities on the "SCHEDULE PROPERTY" and it has been agreed that the development shall be shared in the proportion of 37% to the **OWNERS** and 63% to the **DEVELOPER**.

9.2 It is agreed by the parties that out of the total super built up area to be sanctioned and constructed on the "SCHEDULE PROPERTY", 37% shall be retained by the **OWNERS** or their nominee/nominees, hereinafter referred to the **OWNER'S** Share and 63% shall be assigned and allotted to the **DEVELOPER** which shall be called as the **DEVELOPER'S** share as a predetermined share, as per the layout plan which shall form part of this Agreement.

9.3 In consideration of the **OWNERS** agreeing to transfer proportionate land in the "SCHEDULE PROPERTY" to the **DEVELOPER** or its nominee or nominees the **DEVELOPER** hereby agrees to construct and deliver to the **OWNERS**, 37% super built up area free from all encumbrances.

9.4 The **OWNERS** and **DEVELOPER** shall decide upon the respective built up area falling to their shares and reduce the same to writing in the form of a Supplemental Sharing Agreement within 30 days from date of receipt of the sanction plan. The developer shall submit draft sharing agreement within 15 days from the date of plan sanction so as to facilitate the **OWNERS** to execute the said agreement within 15 days thereafter.

9.5 The **OWNERS** share of built up area shall be absolute property of the **OWNERS** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **DEVELOPER** and the **OWNERS** shall also be liable for payment of all taxes relating to their share.

9.6 Similarly the **DEVELOPER** share of built up area shall be absolute property of the **OWNERS** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **OWNERS** and the Developer shall also be liable for payment of all taxes relating to their share.

9.7 The sharing of Apartments shall be on a pro-rata basis and/or all types of units will be shared between the **OWNERS** and the Developer according to their entitlement.



FOR SUMARKHAND PROPERTY MANAGEMENT PVT. LTD



Managing Director

For Sumadhura Infracon Pvt. Ltd.


Chairman cum Managing Director

9.8 Both parties shall be entitled to all common areas and facilities in the development.

9.9 In the event of an exact division not being possible of the **OWNER'S** or **DEVELOPER'S** share, the person suffering the shortfall shall be compensated at the rate of Rs.6,000/- (Rupees Six Thousand only) per sft., which shall include the shortfall in the built up area.

9.10 The **OWNERS** and **DEVELOPER** shall be liable to pay all taxes, cess, and other outgoings in respect of their entitlements in the development.

10. FACILITATION BY OWNERS - POWER OF ATTORNEY:

10.1 On signing of this agreement, the **OWNERS** has also executed a General Power of Attorney in favour of the **DEVELOPER** and registered the same at **DEVELOPER** cost, empowering the **DEVELOPER** to approach the Village Panchayat, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, Municipal Authorities, Karnataka Power Transmission Corporation Limited, Bangalore Electricity Supply Company, Bangalore Water Supply and Sewerage Board or such other Competent Authorities to get the required permissions and sanctions, and for performing or executing the performance of all acts as desired by the **DEVELOPER**, for the effective development and completion of the "Residential Complex" on the **SCHEDULE PROPERTY** and matter connecting sale of **DEVELOPER** share under these present. However the cost/expense of all the acts carried out by the **DEVELOPER** under the powers granted by the said power of attorney shall be borne and paid by the **DEVELOPER** only.

10.2 The said General Power of Attorney executed by the **OWNERS** in favour of the **DEVELOPER** empowers it to sell/mortgage only the **DEVELOPER'S** share to prospective purchasers/financiers, which power shall be exercised only after signing this agreement.

11. DEVELOPMENT - MISCELLANEOUS PROVISIONS:

11.1 **CUSTODY OF ORIGINAL DOCUMENTS** :- The original documents of title relating to **SCHEDULE PROPERTY** shall be kept with the Developer in trust and the Developer on completion of the development shall hand over to Apartment Owner's Association or Society which may be formed for the upkeep and management of the Apartment Complex being constructed in Schedule Property.

11.2 **ADVERTISEMENT** :- The **OWNERS** and **DEVELOPER** shall be entitled to erect Boards on the **SCHEDULE PROPERTY** or advertise in newspapers or other media for the marketing of the Apartments in the development, at their cost if they so desire.

11.3. **STATUTORY AND OTHER DEPOSITS**:- The **DEVELOPER** shall in the first instance pay all the Statutory deposits payable to the Karnataka Power Transmission Corporation Limited / Bangalore Electricity Supply Company/Bangalore Water Supply and Sewerage Board, towards deposits, developmental charges, line estimate charges, installation and creating of water, sanitary and electrical and other infrastructures like



For SANKHANA PROPERTY MANAGEMENT PVT. LTD.


Marketing Officer

For Sankhaya Infracos Pvt. Ltd.


Chairman / Managing Director

transformers, cable charges with respect to both the DEVELOPER and OWNERS share and thereafter on delivery of possession of the OWNERS share to that extent reimbursed by the OWNERS. i.e., 37 %. The Developer herein made it clear that the OWNERS are exempted from sharing the aforesaid expenses to the extent of 20% of the OWNERS share allotted area.

12. PAYMENT OF GST ETC:-

The prospective purchasers of the residential flats in the complex shall bear and pay the GST and/or any other taxes as levied by the authorities. Both the Parties DEVELOPER and OWNERS herein can recover the above taxes from their nominee/s/purchasers as per the rules at applicable rate in the ratio of their respective shares along with the sale proceeds. It is the responsibility of the OWNERS to discharge the liability of GST on his share of built-up area to the DEVELOPER. In the alternative, if the developer sell the owner's share, the developer shall directly collect the APPLICABLE GST from such prospective purchasers.

13. PAYMENT OF PROPERTY TAXES :- The OWNERS have paid the Municipal taxes and its dues prior to the execution of this joint development agreement and thereafter the DEVELOPER shall pay the property taxes till the completion of the "Residential Complex" and the handing over of the OWNER'S share of the constructed areas to them. Thereafter each of them or their successors in interest shall bear and pay such taxes etc.

13.1 PAYMENT OF MAINTENANCE CHARGES:- It is hereby agreed by the OWNERS that from the date the OWNERS share of the Constructed area ready for occupation in all respects is handed over to the OWNERS or from the date of expiry of thirty (30) days from the date on which a letter has been served upon the Owner's by the DEVELOPER intimating them that the OWNERS share of the Constructed area is ready for occupation in all respects and of their intention to deliver the same to the OWNERS, the OWNERS shall bear and pay the proportionate monthly maintenance expenses for maintenance of common areas and facilities to the DEVELOPER or the Owner's Association., as the case may be. Thereafter the OWNERS shall also be liable to bear and pay all out goings and general expenses in respect of the OWNERS share such as insurance, property taxes, or cess as also their proportionate share of the Electrical & Water tax and charges or deposits in respect of metres, maintenance charges, maintenance deposits, charges towards maintenance of security and all other costs and expenses connected with the maintenance of buildings and its common areas/facilities. It is mutually agreed between the Parties that overall management of the SCHEDULE PROPERTY and the building and the amounts received towards common expenses shall vest with the DEVELOPER until formation of the OWNERS Association and the DEVELOPER shall, immediately on formation of the OWNERS Association, transfer surplus funds to the said OWNERS Association. The revenue and expenses would be reviewed at the end of each financial year and parties agree to take appropriate action in the best interest of maintaining the "Residential Complex" and the common areas in good condition.



For SAMARKHAND PROPERTY MANAGEMENT PVT. LTD

Managing Director

For Samadhura Infracon Pvt. Ltd.

Chairman cum Managing Director

14. BORROWING POWER:

The DEVELOPER shall be entitled to take loans and financial facilities for development of the "SCHEDULE PROPERTY" against the security of the same and also receive advances from the prospective buyers of its undivided share land and constructed portion for the money required for construction of the Apartment Building on the "SCHEDULE PROPERTY". However, the OWNERS and their share of constructed area the Developer herein agree and covenant to keep fully indemnified. The owners and their share under these presents. However, OWNERS shall have no objection for the proposed purchasers of the flat/s to avail loans from the Banks. Provided, however, there shall be no personal liability on the OWNERS in regard to any such debts and in the event of any default in repayment of any debt incurred by the developer, recovery shall be enforced only against the developer and the developer's share. The OWNERS are not liable to answer any liability created by the developers any time and further the amounts that will be borrowed by the developer shall be for the purpose of construction of the apartments under these presents and not for any other purpose. The Developer agrees to under take that in the event of the developer availing loans/financial assistance for construction, the owners' share shall not be part of any charge in favour of the creditors, financial institutions and the same shall be kept free from such claims and demands and the developer shall promptly deliver the owners' share free from all encumbrances claims or charge or any kind whatsoever. The Developer assures and covenant with the OWNERS that the liability so created by them as aforesaid will be fully answered and cleared by them at their own cost, without making the OWNERS share and without making the OWNERS liable and responsible for the same and in the event of such claims, the developer agrees to indemnify and keep the OWNERS indemnified from such claims and demands and protect them at all times.

15. CORPUS FUND :

It is hereby agreed by the parties hereinabove to float a corpus fund for the entire complex which is payable by the ultimate purchasers at the time of execution and registration of Sale Deeds or the retainers of the flats at the time of taking delivery of such flats and such Corpus fund is fixed at Rs.50/-(Rupees FIFTY Only) per sq.foot of built-up area being proportionate contribution towards Corpus Fund and such fund will be governed and held initially by the DEVELOPER and after the project is completed, the said fund will be transferred and made over to the Association or Society formed among the OWNERS of the Residential Flats in the project after its formation and the interest earned and generated on the same will be utilized to meet capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, lifts, motors, water pumps, common lawns, gates, laying of internal roads, pipelines, club equipment etc., and if at any point of time, such interest generated/earned on the corpus fund is not sufficient to meet such expenditure, the deficit required shall be contributed by all the OWNERS of Flats in the project in the same proportion in which they contribute the monthly maintenance charges.



SAWARIKANG PROPERTY MANAGEMENT PVT. LTD

 Managing Director

For Sumadhura Infracon Pvt. Ltd.

 Chairman cum Managing Director

16. **OWNERS ASSOCIATION:-** The **OWNERS** and the **DEVELOPER** and/or the transferees or their nominee/ successors-in-title shall, along with the other **OWNERS** of the apartments become members of the association to be formed for the purpose of maintenance of the "Residential Complex". The Parties hereto shall pay their respective share of maintenance, deposits and or charges to the said association or the maintenance company as may be formed or appointed on completion of the "Residential Complex". If, for any reason, the Owner's Association is not formed by that time, the same shall be paid to the **DEVELOPER** till the formation of the Owner's Association. Any amounts in the hand of the **DEVELOPER** at the time of formation of the Owner's association, shall be handed over by them to the Owner's Association within fifteen (15) days of its formation.

17. **DEFECT LIABILITY PERIOD:-** In the event of any defects being informed by the **OWNERS** in writing to the **DEVELOPER** within a period of Twelve (12) months from the date of delivery of the **OWNERS 37%** share in the constructed area, the **DEVELOPER** shall attend to the same and resolve and/or rectify them within 30 days of receiving such notice.. However, hairline or minor cracks in plaster being natural phenomenon shall not be considered as a defect. Thereafter the **OWNERS** shall not have any claim against the **DEVELOPER** in respect of any defect in the work in their share or in the "Residential Complex". The Warranty for all other consumables or equipment like lifts, water pumps etc. will be provided by the respective manufacturers on their standard terms;

17.1. The warranty by the **DEVELOPER** contained herein shall not cover defects, damage, malfunction resulting from:

- (a) Misuse
- (b) Modifications or repairs done by the Owner's or their successors-in-title,
- (c) Cases of force majeure
- (d) Failure to maintain the amenities/equipment in accordance with the Developer instructions if given in writing
- (e) Accident, neglect.

18. INDEMNIFICATION :-

18.1 The **OWNERS** hereby confirm that their title to the **SCHEDULE PROPERTY** is good, marketable and subsisting and that none-else has any right, title, interest or share in the **SCHEDULE PROPERTY** and that the **SCHEDULE PROPERTY** is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or any tenancy claims as on the date of signing this Joint Development Agreement, acquisition proceedings or charges of any kind. The **DEVELOPER** have got legal scrutiny of the title deeds with respect to the **SCHEDULE PROPERTY** done and are fully satisfied with the **OWNERS'** title over the same. However, in the event of any defect forthcoming in the **OWNERS'** title to the **SCHEDULE PROPERTY** at the instance of any genuine claimants, the same shall be resolved by the **OWNERS**, at their cost, and if such defect refrains the **DEVELOPER** from carrying out further construction activity, such delay shall be excluded from the time period fixed for completion of construction.

Atma

FOR SAMARKHAND PROPERTY MANAGEMENT PVT LTD

Atma
Managing Director

For Samadhura Infragen Pvt. Ltd.

Atma
Chairman cum Managing Director

18.2. The **OWNERS** shall be kept indemnified and harmless by the **DEVELOPER** against any loss, liability, cost or claim, action or proceedings that may arise against them or **OWNERS** share of constructed area by reason of any failure on the part of the **DEVELOPER** to discharge their liabilities/obligations under this Agreement or towards purchasers of units in "Residential Complex" with whom the **DEVELOPER** or **OWNERS** have entered into agreements based on the Power of Attorney executed by the **OWNERS** or on account of any act of commission or omission in using the **SCHEDULE PROPERTY** or putting up the construction or on account of the assignment that the **DEVELOPER** have made or entered with in respect of this agreement for the purpose of development. Further, the **DEVELOPER** shall be fully and solely liable and responsible to the Government, Bruhat Bangalore Mahangara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority and other authorities for due compliance of all statutory requirements.

19. BREACH AND ITS CONSEQUENCES: In the event of breach of any one or more of the terms of this Agreement by either party, the aggrieved party shall be entitled to enforce specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing the breach.

20. PAYMENT OF STAMP DUTY & REGISTRATION CHARGES, ETC:- The **DEVELOPER** shall bear and pay the stamp duty, legal fees and other expenses for this Development Agreement.

21. CUSTODY OF AGREEMENT:- The Original of this Agreement shall be retained with the **DEVELOPER** and the counterpart (Duplicate) thereof shall be retained by the **OWNERS**.

22. AMENDMENT:- This Agreement may not be amended except by an agreement in writing signed by the parties under these presents.

23. GENDER/PLURAL/SINGULAR:- Any reference made to the parties herein in singular, or plural, or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

24. HEADINGS:- The headings given to the clauses are for purposes of convenience only and shall not be used as interpretation of the terms of the agreement.

25. OTHER MATTER CONCERNING DEVELOPEMENT OF "SCHEDULE PROPERTY":

a) For the purposes of these presents the term super built up area shall mean the total constructed area including the area under the walls of each unit of the development, common electrical meter room, pump room, generator room, security room, common areas such as lobby, lift shafts, staircases, gardens etc., and circulation areas excluding car parking area.

b) For the purposes of these presents the term common areas and facilities shall, to the extent not inconsistent with these presents have the same meaning assigned to the term in Section 3(f) of the Karnataka Apartment Ownership Act, 1972.



For SAMRANGHANI PROPERTY MANAGEMENT PVT. LTD


Managing Director

For Sumadhura Infracon Pvt. Ltd.


Chairman and Managing Director

6

c) The DEVELOPER and OWNERS shall comply with, in letter and spirit, the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and the regulations notified from time to time in all aspects applicable to DEVELOPER and OWNERS.

26. EXPENSES TO BE BORNE BY OWNERS/TENANT OF EACH UNIT:

The Parties herein and the future OWNERS/Tenants of units in the building shall bear and pay within seven days of demand by the developer or the OWNERS association the proportionate share of the following common expenses in respect of an unit held by him/her, the proportion being the super built area of such unit to the total super built area of all units in the "SCHEDULE PROPERTY". The parties shall pay an amount Per Sq feet on the Super built up area as permanent maintenance deposit which shall be decided and in the event of shortfall from the income there from the parties shall be liable to pay the following common expenses proportionately.

- a) Maintenance and replacement of pumps sets, lifts and other machinery, electrical lines common to the building.
- b) Replacement of bulbs in corridors and other common places.
- c) Provision of watchmen and security 24 hours round the clock service.
- d) Maintenance of common facilities and amenities and gardens.
- e) Insurance of the building.
- f) Any other common service or facility provided by the said service provider.
- g) Common Area Lighting, etc.,
- h) House keeping (full team of Cleaners, Maids Plumber, Electrician) Etc.,
- i) AMCs, if any, for lifts, pumps, motors, etc.
- (j) Should any Party default in any payment of any due from any common expenses, benefits or amenities, the Owners and Second Party or the service provider 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.

27. RIGHTS AND OBLIGATIONS:

The Parties agree that in respect of built-up areas allotted to their respective shares in the "SCHEDULE PROPERTY", they shall be entitled to own, possess and enjoy the same subject to such rights and restrictions and obligations that are stipulated herein and both the parties agree to stipulate the conditions stated in the conveyance/s executed by them in favour of prospective purchaser/s of such built up areas in the "SCHEDULE PROPERTY". In course of Ownership/lease hold and enjoyment of the units/ floors/ space/area etc., in the "SCHEDULE PROPERTY" each of the Parties herein and future OWNERS/tenants of the same shall have the following.

Attn.

TO SAMRAKHAND PROPERTY MANAGEMENT PVT LTD

Attn.
Managing Director

For Sunadhara Infracon Pvt. Ltd

Attn.
Chairman cum Managing Director

A) RIGHTS:

(a) Full right and liberty for the Parties and persons authorized or permitted by the parties (common with all other persons entitled, permitted or authorized to the like right) at all times by day and night to go, pass and re-pass and to use the common areas inside and outside the building.

(b) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.

(c) The right to free uninterrupted passage of running water, gas, electricity from and to the building and to the unit allotted, through water courses, sewers, drains conduits, cables and wires which may be passing for the OWNERS/tenants of units and the person/s authorized by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times with prior written permissions of First Part and Second Part.

(d) 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/tenants of Units in the Building with prior written permission of First Parties and Second Party.

(e) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.

(f) The right to the use of common open area around the building and the entrance area of the building. (other than the area specifically allotted to any OWNERS/tenants for Exclusive use)

(g) Absolute Ownership and possession of the unit and car parking if allotted.

(h) Exclusive right and use of any portion of Terrace area and /or Garden Area if allotted.

(B) RESTRICTIONS ON THE RIGHTS/S OF THE PARTIES:

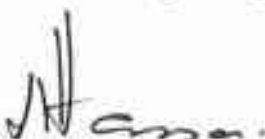
The Parties and the future OWNERS/tenants of Units in the Building in the "SCHEDULE PROPERTY" shall be bound by the following restriction and covenants in the course of Owner Ship/lease hold and enjoyment or such units.

(a) Not to raise any construction in addition to the Units allotted.

(b) Not to use or permit the user of the Unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.

(c) Not to use the space in the land left open after the construction of the buildings/s in a manner, which might cause hindrance to the free ingress to or egress from any part of the said building.

(d) Not to park any vehicle at any place in the "SCHEDULE PROPERTY" other than in the allotted parking area.




Managing Director


Chairman cum Managing Director

- (e) Not to default in the payment of any taxes or levies or expenses to be shared with the other OWNERS of other unit under the said scheme.
- (f) Not to make any arrangement for the maintenance of the exterior of the said Unit or the common amenities.
- (g) Not to store in the said Unit any goods which are hazardous, combustible, and dangerous or considered objectionable by any authority or which are excessively heavy as to affect or damage the construction or structure of the said building.
- (h) Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- (i) Not to use or permit the use of the common passages, common staircases or common areas for storages, display boards, materials etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.
- (j) Not to store any materials or construct anything on the Terrace and to keep the Terrace always clean, open to the sky and unbuilt upon.
- (k) Not to throw or allow or suffer to be thrown dirt, rubbish, rags cigarettes and/or other refuse from the building or in the common areas of the building or on the "SCHEDULE PROPERTY".
- (l) Not to cause any nuisance or health hazard to the other occupants of the buildings.
- (m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Association of OWNERS of Apartments in the building.
- (n) Not to use the Terrace/s open area specifically allotted to any Unit OWNERS.
- (o) Not to seek for partition of common facilities or services or the land covered in the "SCHEDULE PROPERTY" by metes and bounds but always shall enjoy the "SCHEDULE PROPERTY" as CO-OWNER along with other CO-OWNER thereof.
- (p) 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.
- (q) Not to put up Advertisement Boards, open sign and other display materials at any place of the Building in the "SCHEDULE PROPERTY" except at the Previously designated location and also at the entrance door of the particular unit.
- (r) No signboard, Hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the Unit or at any open spaces inside or outside the building and compound wall.
- (s) No separate formation of Association of OWNERS/Tenants of Units.



For SAMARKHAND PROPERTY MANAGEMENT PVT. LTD For Sumadhura Infracon Pvt. Ltd.


Managing Director


Chairman & Managing Director

28. JURISDICTION:

The Courts at Bangalore alone shall have jurisdiction to adjudicate against any claims raised in future pertaining to this agreement;

SCHEDULE PROPERTY

All that piece and parcel of property bearing Converted land bearing Old.Sy.No.47/2A, New Sy.No.47/3, measuring about 1 Acre 16.08 Guntas, Converted land bearing Sy.No.47/2B measuring about 31 Guntas, Converted land bearing Sy.No.48/3 measuring about 20 Guntas {The land bearing Sy.Nos.47/2A, 47/2B & 48/3 and other properties is converted for residential purpose vide Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:23/01/2009, issued by the Special Deputy Commissioner, Bangalore Dist., Bangalore followed by rectification of Conversion Order No.ALN(E) SR(KR.HO):239A/2007-08 dated:30/01/2019, issued by the Deputy Commissioner, Bangalore Dist., Bangalore} and Converted land bearing Sy.No.48/3, measuring about 10000 Sq.foot or 9.03 Guntas {converted for residential purpose vide Conversion Order No.ALN.SR:1599, issued by the office of the Tahasildar, Bangalore South Taluk, Bangalore} all the Properties referred to above are situated adjacent to each other at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, and totally Measuring about 2 Acres 36.11 Guntas, and with all rights, appurtenances whatsoever hereunder or underneath or above the surface and bounded on the

East by : Land in Sy. No.23.
West by : Land in Sy.No.47/2A ;
North by : Neighbour's Property in Sy No.48;
South by : Land in Sy No.41;

For Somadhura Infracon Pvt. Ltd


For SAMARKHAND PROPERTY MANAGEMENT PVT. LTD

Chairman / Managing Director


Managing Director

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

WITNESSES:

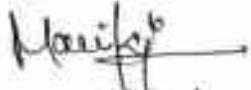
1. 
(Sandeep)
Flat No. B. Narayanapur
Bangalore - 16


1. Mr. NAVED M. HASSAN
of SAMARKHAND PROPERTY MANAGEMENT PVT. L.


2. M/s. SAMARKHAND PROPERTY
MANAGEMENT PRIVATE LIMITED.

(OWNERS)

For Sumadhura Infracon Pvt. Ltd.

2. 
(Manikya June)
Flat No. B. Narayanapur
Bangalore - 16.


Chairman and Managing Director

DEVELOPER

(M/s. SUMADHURA INFRACON PRIVATE
LIMITED, Represented by its Chairman and Managing
Director, Sri.G.MADHU SUDHAN)

Drafted by



SNR ASSOCIATES,

Advocates, Flat No.402, Fourth Floor,
"Samaikyaa's K.K.Veni Plaza"
B.Narayanapura, White Field Main Road,
Bangalore - 560 016.

:ANNEXURE -I:

SPECIFICATIONS:

- Super Structure:** RCC Framed structure with Seismic compliances as per IS code, RCC walls with Shear wall technology or block masonry walls [FAR 1.75]
- Doors :** Main door & other doors - Imported wood frames with designer shutters.
Utility - Powder coated Aluminum.
Balcony door - UPVC or Aluminum with bug screen 3 track.
- Windows :** UPVC with safety grills and glass, sliding type.
- Flooring:**
- Common Area:** Lounge/Reception/GF Lobby- Imported marble flooring/Granite Flooring
Corridors - Granite/vitrified tiles
Upper floor Lift Lobby & corridors - vitrified tiles
Basement - Cement concrete power trowelled with smooth finish
- Recreation House:** Lobby - Imported marble flooring/Granite Flooring
Gym - Laminated wooden flooring/Vinyl flooring
Multipurpose Hall - Vitrified tiles
- Apartments:** Living / Dining / Family / Foyer - Vitrified tiles
Master Bedroom - Laminated wooden flooring
Other Bedrooms & Kitchen - Vitrified tiles
Balcony - Rustic ceramic tiles
Toilets & Utility - Anti-skid ceramic tiles
- Wall Dado:** Kitchen - 2' height dado
Toilets - Ceramic tile cladding up to false ceiling height
- Kitchen/Utility:** Provision for modular kitchen
Plumbing - RO water point and Softened water point.
Electrical - Provision for refrigerator point, microwave washing machine point,
- Toilets:** CP Fittings – Jaguar/ Grohe or equivalent
Sanitary fixtures – Parry-ware or equivalent
- Railing:** Balcony railing - MS railing
Stair railing (common areas) - MS railing
- Painting & Finishes:**
- | | |
|--------------------------|--------------------------|
| Exterior finish | : Exterior emulsion |
| Internal Ceiling | : Acrylic Emulsion Paint |
| Apartment walls | : Premium emulsion paint |
| Common Area & Lift Lobby | : Acrylic Emulsion Paint |

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SANADHANA PROPERTY MANAGEMENT PVT LTD

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Managing Director

For Sumadhura Infracon Pvt. Ltd.

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Chairman cum Managing Director

Staircase, Utility & service area : Oil bound distemper
Basement : Oil bound distemper
Steel works : Synthetic enamel paint
Wood work : Polished finish for all internal doors and toilet door
Painted finish, All paints Berger/ Asian Paints or
equivalent (Price & quality)

Water Supply / Drainage:

Sewage : PVC
Water supply : Treatment -WTP
External & Internal piping : CPVC/UPVC

Electrical:

Modular switches : Northwest or equivalent
Wires : Havells or Equivalent
MCB'S : MDS/Indo Asian or equivalent
3 BHK & 2.5 BHK : 5 KW
2 BHK : 4 KW
DG backup : 3 KW for 4 BHK & 2 KW for 3 BHK & 2.5 BHK &
1.5 KW for 2 BHK, 100% Power backup for lifts,
pumps & lighting in Common areas
Security Systems : Intercom facility

AMENITIES:

- Single top Covered car parking at Basement or Stilt as per booking serial.
- Club house area with Equipped Gym, Indoor Multipurpose community Hall for Yoga/Aerobics/ Meditation, Steam and changing areas/ facilities, Billiards, Shuttle Badminton Court, Cricket Practice pitch, Basketball hoop, Bicycle Track, Table Tennis etc.
- Children's play area with play equipment and Landscaped gardens
- Outdoor swimming pool combined with toddler's pool with deck
- Beautiful landscaped OAT
- Solar fencing encircling the project
- Rain water Harvesting, organic waste converter
- Cement concrete pavers in driveways & stone cobbles.
- Sewage Treatment Plant, Water softening Plant



(M/s. SUMADHURA INFRACON PVT.LTD)
Represented by its Chairman and Managing Director,
Sri.G.MADHU SUDHAN,
(DEVELOPER)

I 5732/19-20

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ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
ಸೌಕರ್ಯ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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Document Sheet



The Karnataka State Registration and Stamps Department
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಪುಟವನ್ನು ಯಾವುದೇ ದಾಖಲೆಗಾಗಿ ಬಳಸಬಹುದು.
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ಬೆಲೆ: ರೂ. ೨/-
(GST EXTRA)

BNG (U)-VRT.....5732/2019-2020/1-252

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the 16th day of December, Two Thousand and Nineteen (16/12/2019) at Bangalore,

BETWEEN:

1. **Sri. H.A.SRINIVAS.**, aged about 42 years,
S/o Late Sri.H.C.Anjanappa
Residing at Maruthi Krupa, Hagadur, Whitefield,
Bangalore - 560 066
2. **Sri. H.A.NARENDRA KUMAR.**, aged about 40 years,
S/o Late.Sri.H.C.Anjanappa
Residing at Pent House, Block-E,
Vijetha Elyslum Apartments, Hagadur Main Road,
Opposite Prestige Ozone, Whitefield, Bangalore - 560 066
3. **Sri. H.A.SOMASHEKAR.**, aged about 38 years,
S/o Late.Sri.H.C.Anjanappa
Residing at Pent House, Block-D,
Vijetha Elyslum Apartments, Hagadur Main Road,
Opposite Prestige Ozone, Whitefield, Bangalore - 560 066
4. **Sri. H.A.SATISH KUMAR.**, aged about 39 years
S/o Late.Sri.H.C.Anjanappa
Residing at Himarsha Nilaya,
Pent House, Block-B, Vijetha Elyslum Apartments,
Hagadur Main Road, Opposite Prestige Ozone,
Whitefield, Bangalore - 560 066.

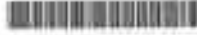
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Ka Har Pai

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Soni

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or Sumadhura Infracon Pvt. Ltd.
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Chairman and Managing Director



Print Date & Time : 16-12-2019 02:28:06 PM

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BNG (U)-VRT. 5732 /2019-2020

2-25 &

ವತುನರ ದಲ್ಲೆರುವ ಉಪನೋದೇಶಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 16-12-2019 ರಂದು 11:08:35 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಕುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1425000.00
2	ನೋಂದಣಿ ಶುಲ್ಕ	230000.00
3	ಸೇವಾ ಶುಲ್ಕ	1050.00
	ಒಟ್ಟು :	1656050.00

ಶ್ರೀ M/s Sumadhura Infracon Pvt Ltd Rep by its Chairman Cum Managing Director G Madhu Sudhan 'Developer/Promoter' ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಹಿರಿ
ಶ್ರೀ M/s Sumadhura Infracon Pvt Ltd Rep by its Chairman Cum Managing Director G Madhu Sudhan 'Developer/Promoter'			

ಹಿರಿಯ ಉಪನೋದೇಶಾಧಿಕಾರಿ ವತುನರ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

ಒರೆಯು ಕೊಟ್ಟಿದ್ದಾಗಿ (ಮತ್ತು ಫೋಟೋ /ಓದಗತ: ಪ್ರತಿಫಲ ರೂ.....
(ರೂಪಾಯಿ)..... ಮುಖ್ಯದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

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1	M/s Sumadhura Infracon Pvt Ltd Rep by its Chairman Cum Managing Director G Madhu Sudhan 'Developer/Promoter' (ಒರೆಯುಕೊಟ್ಟವರು)			
2	H A. Srinivas S/o Late H C Anjanappa. (ಒರೆಯುಕೊಟ್ಟವರು)			

ಹಿರಿಯ ಉಪನೋದೇಶಾಧಿಕಾರಿ ವತುನರ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

3-25 E

S.Mrs.KAVITHA., aged about 38 years,
Daughter of Late Sri.H.C.Anjanappa
- Wife of Sri.Chakrapani,
R/at:No.889, "D" Block, 9th Main,
Sahakarnagara, Bangalore - 560 092

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

AND

M/s. SUMADHURA INFRACON PRIVATE LIMITED.,

A company incorporated under the provisions of Indian Companies Act 1956,
having its registered office at: No.43, 2nd Floor, "CKB PLAZA", Varthur Main
Road, Marathahalli, Bangalore - 560 037.
PAN: AAQCS9641A.
CIN-U45200KA2012PTC062071

Represented by its Chairman and Managing Director,
Mr. G. MADHU SUDHAN, aged about 49 years,
S/o.Late.Sri. Sattaiah

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

WITNESSETH:

WHEREAS, the First Part at are the sole and absolute **OWNERS** of all that piece and parcel of Land bearing **Sy.No.47/2A**, measuring about **1 Acre 16.08 Guntas** situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, which Property is morefully described in the Schedule hereunder and hereinafter referred as the **"SCHEDULE PROPERTY"**.

WHEREAS First party at Sl.Nos.1 to 4 within named in the First Part interalia represent, that they have obtained a Release Deed from all their family members under Release Deed dated 23rd August, 2012, which is registered as document No.INR-1-02510-2012-13, STORED in CD No. INRD 43 in the Office of the Sub-Registrar, Indiranagar, Bangalore



KavithaPani



For Sumadhura Infracon Pvt. Ltd.


Chairman and Managing Director

ಕ್ರ. ಸಂಖ್ಯೆ	ಅಭಿ	ಚಿತ್ರ	ಪಿಂಚಣಿ ನಂಬರ್	ಹೆಸರು
3	H A Narendra Kumar S/o Late H C Anjanappa (ಅಧ್ಯಾಪಕರು)			Nand
4	H A Somashekar S/o Late H C Anjanappa (ಅಧ್ಯಾಪಕರು)			Sand
5	H A Satish Kumar S/o Late H C Anjanappa (ಅಧ್ಯಾಪಕರು)			Sand
6	Kavitha D/o Late H C Anjanappa and W/o Chakrapani (ಅಧ್ಯಾಪಕರು)			KavithaPuni

ENG (U)-VRT.....5732/2019-2020

ಒರಿಯ ಅಪನಿರೀಕ್ಷಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

17-252

WHEREAS Owner at Sl.No.5 herein is the sister of the of the First part at Sl.Nos.1 to 4 have been arrayed as Owner at Sl.No.5 herein, and Owner at Sl.No.5 herein agreed to withdraw the suit in respect of schedule Property in Hon'ble Court in O.S. No.837/2016, also along with First party at Sl.No.1 to 4 have mutually agreed to sign/execute this Joint Development agreement with the Second Part in respect of Schedule Property as the first part deemed necessary for the same as the same beneficial to the first part herein.(as per the arrangements of Owner at Sl.No.1 to 5 herein are Jointly/equally entitled for 30% of the super built up area of the OWNERS share proposed to be constructed over scheduled property)

WHEREAS the OWNERS have been in possession and enjoyment of the **SCHEDULE PROPERTY** from the date of its acquisition and is legally entitled to sell, transfer, develop or deal with or otherwise to dispose of **SCHEDULE PROPERTY** in any manner at his absolute discretion;

WHEREAS the OWNERS having decided to develop the **SCHEDULE PROPERTY** for better returns and consolidation of assets was looking for a reputed **DEVELOPER** with experience, expertise and necessary funds to develop **SCHEDULE PROPERTY** into a modern and high class residential apartment complex as per plans to be prepared and sanctioned by the competent authorities;

WHEREAS the **DEVELOPER** represents that it is experienced in real estate development and have the necessary expertise to do so and have marketing ability and funds and further represents that it have developed several residential and commercial projects in and around Bangalore and outside the State of Kanarataka and that it have the necessary infrastructure, financial and other resources and experience and expertise to develop the **SCHEDULE PROPERTY**.

WHEREAS OWNERS and Developer/Promoter agree that the Developer/Promoter shall develop the Schedule Property after obtaining Conversion, Amalgamated Katha with the adjoining properties which it already acquired and Plan Approval from the concerned Authority.

WHEREAS the OWNERS herein having acquired the Schedule Property in the manner stated above is in peaceful possession and enjoyment of the same as its sole and absolute OWNERS are jointly desirous to develop the Schedule property by constructing a multi-storied Residential Apartment Building in several blocks over the Schedule Property and hence the OWNERS approached the **DEVELOPER** herein who is in the business of property development and have decided to entrust the work of development of Schedule Property to the **DEVELOPER**.

All the parties herein mutually discussed the terms and conditions of Joint Development Agreement and finalised a scheme as detailed in this Agreement.



Karitha Pavi



or Sumadhura Infracon Pvt. Ltd.


Chairman and Managing Director

ಕ್ರಮ ಸಂಖ್ಯೆ	ನಿರೀಕ್ಷಿಸಿದ ವಿದ್ಯಾರ್ಥಿ	ಹೆಸರು
1	Punith B Narayanapura, Bangalore	
2	Rakesh B Narayanapura, Bangalore	


ಓರಿಯಂಟಲ್ ಉಪನಿರೀಕ್ಷಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ



1 ನೇ ಪ್ರವರ್ಗದ ವಿದ್ಯಾರ್ಥಿಗಳು
ನಂ. VRT-1-05732-2019-20
ಸಿ.ಐ. ನಂ. VRTD610
ದಿನಾಂಕ 16-12-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ




ಉಪನಿರೀಕ್ಷಣಾಧಿಕಾರಿ (ವಿಜ್ಞಾನ)

WHEREAS, it is agreed between the parties herein that, under the scheme of development devised by them, the built up area, undivided share in the land including common areas and service areas, Parking spaces shall be shared by the OWNERS and the DEVELOPER in the ratio of 30% : 70% i.e., the OWNERS share is 30% and the DEVELOPER share is 70 %.

AND WHEREAS the OWNERS represents to the DEVELOPER that :-

- 1) They have good, marketable and subsisting title to the **SCHEDULE PROPERTY** and on actual physical possession and enjoyment of the same to the exclusion of all else;
- 2) That they have paid all taxes, cesses and other outgoings in respect of the **SCHEDULE PROPERTY**, fully, upto date;
- 3) That they are not a party to any legal proceedings wherein the **SCHEDULE PROPERTY** has been attached and that the **SCHEDULE PROPERTY** is not in the possession, custody or control of any receiver and that the **SCHEDULE PROPERTY** is not the subject matter of any suit or other legal proceedings;
- 4) There are no claims, mortgages, charges, liens, or encumbrances, in respect of the **SCHEDULE PROPERTY**;
- 5) The **SCHEDULE PROPERTY** is not the subject matter of any acquisition, or requisition proceedings;
- 6) There are no minor or third party claims in respect of the **SCHEDULE PROPERTY**;
- 7) That they have not entered into any Agreement/s of Sale, Lease, Transfer for Sale or development of the **SCHEDULE PROPERTY** with any person;
- 8) There are no easements, quasi easement, restrictive covenants or other rights or servitudes;
- 9) That they does not have any pending liabilities with regard to Income-Tax, Wealth Tax, gift Tax or any other tax which would affect their title to the **SCHEDULE PROPERTY**;
- 10) There are no legal impediment for development of **SCHEDULE PROPERTY** and subsequent sale of the same.

AND WHEREAS the DEVELOPER represents that:-

- 1) It is a reputed Real Estate Developer and has the necessary experience and expertise to develop the **SCHEDULE PROPERTY** and that it has undertaken and successfully completed a number of projects in and around Bangalore;



Kavitha Parvathi





or Sumadhura Infracore Pvt. Ltd.


Chairman and Managing Director

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8-12-19



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮೊಂಡಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration


ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Sumadhura Infracon Pvt Ltd Rep by Its Chairman Cum Managing Director G
Madhu Sudhan "Developer/Promoter", ಇವರು 3310000.00 ರೂಪಾಯಿಗಳನ್ನು ವಿಗ್ರಹಿತ ಮುದ್ರಾಂಕ
ಪುಸ್ತಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪುಸ್ತಕ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	460000.00	DD No 853241 Rs.460000/- dated 16/Dec/2019 drawn on FEDERAL BANK,BANGALORE / MARATHAHALLI.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2850000.00	DD No 853234 Rs.2850000/- dated 16/Dec/2019 drawn on FEDERAL BANK,BANGALORE / MARATHAHALLI.
ಒಟ್ಟು :	3310000	

ಸ್ಥಳ : ಮೈಸೂರು
ದಿನಾಂಕ : 16/12/2019


ಹರಿಯ ಉಪನಿರೀಕ್ಷಕಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ
(ಮೈಸೂರು)

- 2) It has the necessary financial capacity and to commence and complete the development of the **SCHEDULE PROPERTY**;
- 3) It suffers from no legal or other impediment which may interfere with its development of the **SCHEDULE PROPERTY**;

AND WHEREAS on the representation of the Developer, The OWNERS have agreed to grant license to the Developer to enter the **SCHEDULE PROPERTY** for the purpose of development of the **SCHEDULE PROPERTY** and construction of the "MULTI STORIED RESIDENTIAL APARTMENT COMPLEX" on the date of execution of Joint Development agreement.

AND WHEREAS the OWNERS and the DEVELOPER have agreed to develop the **SCHEDULE PROPERTY** on certain terms and conditions and have decided to reduce the terms of their agreement into writing and accordingly this Joint Development Agreement is being entered into;

NOW THIS JOINT DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

I. DEVELOPMENT:

- 1.1 The OWNERS does hereby allow, subject to the other terms and conditions contained herein, and authorized the DEVELOPER and the DEVELOPER hereby agrees the undertakings, subject to obtaining all necessary sanctions, licenses, permissions and clearances to develop the **SCHEDULE PROPERTY** into a residential Complex at its cost with compound walls, gates and internal and external services relating to electricity, water and sewage and including but not limited to generator works, walk ways, staircases, passages and all other essential facilities, whether specifically agreed or not, the construction being of the highest quality and modern in attitude,
- 1.2 The OWNERS shall not revoke the permission hereby granted except by termination of agreement in the manner provided for in this presence till completion of entire project and sale of the DEVELOPER allotted apartments.
- 1.3 For the purposes of such development the DEVELOPER shall appoint Architect, Contractor, Engineer and Consultants at its cost to prepare the necessary plans for development of **SCHEDULE PROPERTY** in fulfilment of DEVELOPER obligations under these presents and shall be responsible for the due proper diligent and timely performance by such persons.
- 1.4 For the purposes of the development contemplated by these presents the DEVELOPER shall bring in all necessary items i.e., items of Plant and machinery, tools and implements, stores and materials and necessary workmen and such property shall be the exclusive property of the DEVELOPER who shall be entitled to remove and take away the same after performance of these obligations under these presence.



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or Sumadhura Infracon Pvt. Ltd.


Chairman and Managing Director

1.5 The cost of development as contemplated in these presents including all attendant ancillary or incidental cost including but not limited to statutory deposits and payments (subject to reimbursement in the manner to the extent) provided by these presents shall be borne and paid by the DEVELOPER.

1.6 The DEVELOPER is entitled to develop the "SCHEDULE PROPERTY" by constructing Residential Apartments of several blocks, which is hereinafter referred to as "DEVELOPMENT" subject to the plans and specifications approved by the appropriate authority (or) Work Plan approved by Both the Parties and in terms of this agreement. The DEVELOPER hereby assure that the proposed building shall be with minimum of Basement, Ground and Fourteen Upper Floors.

2. DEVELOPMENT - LICENSE TO ENTER:

The OWNERS have agreed to grant license to the DEVELOPER to enter the SCHEDULE PROPERTY for the purpose of development and construction of the "Residential Complex" on the date of execution of this agreement. It is specifically understood between the parties that the license to enter the SCHEDULE PROPERTY being given to the DEVELOPER is not being given or intended to be given by the OWNERS in part performance of this agreement under section 53-A of the Transfer of Property Act and this is not a sale agreement in any form or manner and is only an agreement to develop the SCHEDULE PROPERTY.

3. DEVELOPMENT - PLANS, FAR, TDR ETC:

3.1 The DEVELOPER shall appoint its own Architect and get plan/plans drawn up in consultation with the OWNERS and submit the same to the Bruhath Bangalore Mahanagara Palike/Bangalore Development Authority or such other authority as may have jurisdiction to approve and sanction the same, for the time being, such plan/plans being in consonance with prevailing Building Bye Laws and accompanied by such other drawings and designs.

3.2 The DEVELOPER shall be entitled to submit revised / modified plans in the event of increase in FAR or transfer of development rights.

3.3 The DEVELOPER shall during the subsistence of these presents obtain all necessary No Objections, Permissions and Sanctions as may be required from time to time.

3.4 The DEVELOPER shall be responsible of payment of fee / remuneration to all Architects, Engineers, Contractors and Consultants, engaged by it for the purposes of these presents.



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for Sumadhura Infracon Pvt. Ltd.


Chairman and Managing Director

- 3.5 The DEVELOPER shall at the initial stage obtained commencement certificate and after completion obtain occupancy certificate and the project will be deemed complete when occupancy certificate is received for the entire development.
- 3.6 The DEVELOPER shall be entitled to make such modifications, additions, deletion etc., in the sanction plan as directed / required by the jurisdictional authorities without requiring the prior concurrence of the OWNERS who shall however be kept informed of the same provided further that such changes shall not cause prejudice to the interest of the OWNERS.
- 3.7 The DEVELOPER shall be under an obligation at the initial stage to furnish an authenticated copy of sanction plan to the OWNERS and after completion the DEVELOPER shall provide to the OWNERS an 'as built plan', structural drawings, electrical wiring drawings, water and sewage drawings, and drawings showing the location of other concede facilities such as data cables etc.,
- 3.8 The DEVELOPER are at liberty to purchase and load the TDR on the "SCHEDULE PROPERTY" and construct additional built up area either before the commencement of the construction or thereafter, and the DEVELOPER shall have the right to put up such additional construction at its own cost and expenses and the sharing of such additional construction built because of the TDR purchase the sharing of the same will be the DEVELOPER will be entitled 90 % for such additional construction and The OWNERS shall be entitled for 10% of such additional built up area. As the Developer is doing the project along with adjacent land parcels such additional builtup area on Schedule Property will be considered as proportionate of each land extent to the total land area.

4. DEVELOPMENT WORK COMMENCEMENT:

- 4.1 The DEVELOPER shall commence the developmental work on the SCHEDULE PROPERTY within 30 days from the date of obtaining plan sanction and all other necessary permission/s from the competent authorities. The DEVELOPER shall have the sole discretion in selection of the construction material, method of construction, equipment to be used for construction and other related techniques of construction, etc., and the same shall be as per the agreed specifications detailed at Annexure-I and the OWNERS shall not interfere with the same. The quality of materials used shall confirm ISI codes or equivalent thereto.
- 4.2 The DEVELOPER may at their discretion agree to execute additional items of work as required by the OWNERS for the OWNERS share on separate and mutually agreed terms/and/or rates. The OWNERS shall also be at liberty to get any additional items of work done by their own agencies, after possession of their share is handed over to them by the DEVELOPER, other than the structural alterations. The time taken for undertaking such additional work by the DEVELOPER shall be added to the time stipulated for completion of construction of the OWNERS share stipulated in the scheme.


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or Sumadhura Infracore Pvt. Ltd.
Chairman and Managing Director

4.3 All items like equipment & machinery, tools & implements, stores & materials, which the DEVELOPER and/or their contractor, workmen and other agencies may bring to the SCHEDULE PROPERTY for the development and construction of the "Residential Complex" shall remain the exclusive property of the DEVELOPER at all times and they shall be entitled to remove the same. The OWNERS shall have no claim or lien whatsoever on any such items of equipment & machinery, tools & implements, stores & materials at any time, except otherwise provided under this agreement. The DEVELOPER shall move their equipment & machinery, tools & implements, stores & materials at any time. The DEVELOPER shall move their equipment and machinery into the SCHEDULE PROPERTY without damaging the environment or without causing any inconvenience to other persons residing/carrying on business within the vicinity of the SCHEDULE PROPERTY.

5. DEVELOPMENT WORK - PROHIBITION TO ASSIGN:

The DEVELOPER shall not be entitled to assign its rights or duties under this Agreement to any other person or persons except with the previous consent in writing of all the OWNERS provided that this shall not prohibit the DEVELOPER from engaging the services of Architects, Engineers, Contractors and labour who will at all times work under the direct control and supervision of the DEVELOPER.

6. DEVELOPMENT - MOBILIZATION OF WORK FORCE AND CONSTRUCTION:

The DEVELOPER shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The DEVELOPER shall meet costs of all construction materials and shall be solely responsible for the payment of wages to the labourers and sub-contractors as employed by it for execution of construction work undertaken by it under this Agreement. The OWNERS shall in no way be liable either for civil or criminal proceedings/financial implication to make payments including that of wages, etc or to compensate the labourers for any injuries or loss sustained to the labourers employed by the DEVELOPER.

7. DEVELOPMENT - COMPLETION OF PROJECT:

7.1 The DEVELOPER shall complete the development of the SCHEDULE PROPERTY and construction of the "Residential Complex" within Forty Eight (48) Months from this date of agreement for construction of the "Residential Complex" with a grace period of 120 days.

7.2 It is specifically understood that the DEVELOPER shall not be deemed to be in default or incur any liability for any delay in completion of development including completion of construction of the OWNERS Share. If the performance of its obligations hereunder is delayed or prevented by conditions constituting force majeure such as act of god, natural calamities, war, strikes, agitations and further on



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Chairman and Managing Director

account of restrictions and controls that may be put up by the government or the authorities or changes and amendments in the rules or regulations or in view of any prohibitory orders passed by the Hon'ble Courts or any third party claims over the SCHEDULE PROPERTY or due to any acts of omission or commission by the OWNERS or due to hindrances caused due to misrepresentations by the OWNERS as mentioned in this agreement, all periods, hereunder fixed shall be extended by periods equal to the periods of delay on account of the force majeure conditions, as mentioned herein above. In the aforesaid event, the DEVELOPER shall be entitled to extension of time for completion subject to the condition that the happening of such event shall be duly notified to the OWNERS within fifteen (15) days of the commencement of such event. The DEVELOPER shall also, at all times try and minimize the impact of the Force Majeure events on the development of the SCHEDULE PROPERTY under this Agreement. However, if the delay or stoppage work is on account of the DEVELOPER'S acts of omission or commission, the DEVELOPER is not entitled to any extension of time.

7.3 In the event of the DEVELOPER not completing the development of the SCHEDULE 'B' PROPERTY and Construction of the "Residential Complex" within the period stipulated in Clause 7.1 above and subject to Clause 7.2, the DEVELOPER shall pay the OWNERS a sum of Rs.10/- (Rupees Ten only) per month for every square foot of the Super Built up area of the OWNERS share for the delayed period till possession of the OWNERS share of super built up area is handed over to the OWNERS as liquidated damages. The said payments shall be made within one week from the expiry of the each calendar month. The OWNERS shall be entitled to interest at 12% per annum for any delay in such payment and shall be entitled to recover the same with interest.

7.4 In the event of delay in securing the Power/ Sanitary/Water connections or any other services approvals from BWSSB/BESCOM the DEVELOPER shall arrange temporary electrical, water & sanitary connections at its own cost until permanent connections are obtained.

7.5 On Completion of the "Residential Complex" the DEVELOPER shall intimate in writing to the OWNERS about the completion and its readiness to deliver the OWNERS Share. The DEVELOPER shall provide for inspection of the OWNERS' Share for verification of the completion in all respects as per specifications and in accordance with this Agreement.


8. PROJECT NAME:

The name of the Apartment Complex constructed on the SCHEDULE PROPERTY shall be a name agreed to by the DEVELOPER.



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or Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

9. SHARING OF DEVELOPMENT BENEFITS:

- 9.1 The aforesaid scheme envisages construction of a residential apartment complex with all modern amenities and facilities on the **SCHEDULE PROPERTY** and it have been agreed that the development shall be shared in the proportion of **30%** to the **OWNERS** and **70%** to the **DEVELOPER**.
- 9.2 The **OWNERS** share of super built up area shall be absolute property of the **OWNERS** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **DEVELOPER** and the **OWNERS** shall also be liable for payment of all taxes relating to their share.
- 9.3 Similarly, the **DEVELOPER** share of super built up area shall be absolute property of the **OWNERS** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **OWNERS** and the Developer shall also be liable for payment of all taxes relating to their share.
- 9.4 The **OWNERS** and **DEVELOPER** shall decide upon the respective built up area falling to their shares and reduce the same to writing in the form of a Supplemental Sharing Agreement within 30 days from date of receipt of the sanction plan. The developer shall submit draft sharing agreement within 15 days from the date of plan sanction so as to facilitate the **OWNERS** to execute the said agreement within 15 days thereafter.
- 9.5 The **DEVELOPER** hereby assure the **FIRST PARTY/ OWNERS** at Sl.Nos.1 to 5 that the they will be allotted a Super Built Up area of 45,000 Sq. Ft as their exclusive share to distribute equally among the Five members i.e., 9000 sq. Ft, to each Owner at serial NO.1 to 5, towards their land contribution in the total project.
- 9.6 The **OWNERS** share of super built up area shall be absolute property of the **OWNERS** and they shall be entitled to hold, sell, rent, mortgage, raise loans, gift, lease, or otherwise dispose of the same and shall be entitled to all income, gains, capital appreciation, and benefits of all kinds and descriptions accruing and flowing therefrom without reference to the **DEVELOPER** and the **OWNERS** shall also be liable for payment of all taxes relating to their share.
- 9.7 The sharing of Apartments shall be on a pro-rata basis and/or all types of units will be shared between the **OWNERS** and the Developer according to their entitlement.
- 9.8 Both parties shall be entitled to all common areas and facilities in the development.


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N. Sankar

or Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

9.9 The OWNERS and DEVELOPER shall be liable to pay all taxes, cess, and other outgoings in respect of their entitlements in the development.

10. FACILITATION BY OWNERS - POWER OF ATTORNEY:

On signing of this agreement, the OWNERS have also executed a General Power of Attorney in favour of the DEVELOPER and registered the same at DEVELOPER cost, empowering the DEVELOPER to approach the Village Panchayat, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, Municipal Authorities, Karnataka Power Transmission Corporation Limited, Bangalore Electricity Supply Company, Bangalore Water Supply and Sewerage Board or such other Competent Authorities to get the required permissions and sanctions, and for performing or executing the performance of all acts as desired by the DEVELOPER, for the effective development and completion of the "Residential Complex" on the SCHEDULE PROPERTY and matter connecting sale of DEVELOPER share under these present. However the cost/expense of all the acts carried out by the DEVELOPER under the powers granted by the said power of attorney shall be borne and paid by the DEVELOPER only.

11. CUSTODY OF ORIGINAL DOCUMENTS:-

The original documents of title relating to SCHEDULE "A" PROPERTY shall be kept with the Developer and the Developer on completion of the development shall hand over to Apartment OWNERS'S Association or Society which may be formed for the upkeep and management of the Apartment Complex being constructed in Schedule Property.

12. ADVERTISEMENT :-

The OWNERS and DEVELOPER shall be entitled to erect Boards on the SCHEDULE PROPERTY or advertise in newspapers or other media for the marketing of the Apartments in the development, at their cost if they so desire.

13. STATUTORY AND OTHER DEPOSITS:-

The DEVELOPER shall pay all the Statutory deposits payable to the Karnataka Power Transmission Corporation Limited / Bangalore Electricity Supply Company / Bangalore Water Supply and Sewerage Board towards deposits, developmental charges, line estimate charges, installation and creating of water, sanitary and electrical and other infrastructures like transformers, cable charges with respect to both the DEVELOPER and OWNERS share.



Kanitha Prasad

Sankar


For Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

14. PAYMENT OF GST ETC:-

The prospective purchasers of the residential flats in the complex shall bear and pay the GST and/or any other taxes as levied by the authorities. Both the Parties DEVELOPER and OWNERS herein can recover the above taxes from their nominee/s/purchasers as per the rules at applicable rate in the ratio of their respective shares along with the sale proceeds. It is the responsibility of the OWNERS to discharge the liability of GST on his share of built-up area to the DEVELOPER. In the alternative, if the developer sell the OWNERS's share, the developer shall directly collect the applicable GST from such prospective purchaser.

15. PAYMENT OF PROPERTY TAXES:-

The OWNERS have paid the Municipal taxes and its dues prior to the execution of this joint development agreement and thereafter the DEVELOPER shall pay the property taxes till the completion of the "Residential Complex" and the handing over of the OWNER'S share of the constructed areas to them. Thereafter each of them or their successors in interest shall bear and pay such taxes etc.

16. PAYMENT OF MAINTENANCE CHARGES:-

It is hereby agreed by the OWNERS that from the date the OWNERS share of the Constructed area ready for occupation in all respects is handed over to the OWNERS or from the date of expiry of Thirty (30) days from the date on which a letter have been served upon the OWNERS's by the DEVELOPER intimating them that the OWNERS share of the Constructed area is ready for occupation in all respects and of their intention to deliver the same to the OWNERS, the OWNERS shall bear and pay the proportionate monthly maintenance expenses for maintenance of common areas and facilities to the DEVELOPER or the OWNERS Association., as the case may be. Thereafter the OWNERS shall also be liable to bear and pay all out goings and general expenses in respect of the OWNERS share such as insurance, property taxes, or cess as also their proportionate share of the Electrical & Water tax and charges or deposits in respect of metres, maintenance charges, maintenance deposits, charges towards maintenance of security and all other costs and expenses connected with the maintenance of buildings and its common areas/facilities. It is mutually agreed between the Parties that overall management of the SCHEDULE PROPERTY and the building and the amounts received towards common expenses shall vest with the DEVELOPER until formation of the OWNERS Association and the DEVELOPER shall, immediately on formation of the OWNERS Association, transfer surplus funds to the said OWNERS Association. The revenue and expenses would be reviewed at the end of each financial year and parties agree to take appropriate action in the best interest of maintaining the "Residential Complex" and the common areas in good condition.


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Chairman and Managing Director

17. BORROWING POWER:

The DEVELOPER shall be entitled to take loans and financial facilities for development of the "SCHEDULE PROPERTY" against the security of the same and also receive advances from the prospective buyers of its undivided share land and constructed portion for the money required for construction of the Apartment Building on the "SCHEDULE PROPERTY". However, the OWNERS and their share of constructed area should be fully indemnified. However, OWNERS shall have no objection for the proposed purchasers of the flat/s to avail loans from the Banks.

Provided, however, there shall be no personal liability on the OWNERS in regard to any such debts and in the event of any default in repayment of any debt incurred by the developer, recovery shall be enforced only against the developer and the developer's share. The OWNERS are not liable to answer any liability created by the developers any time and further the amounts that will be borrowed by the developer shall be for the purpose of construction of the apartments under these presents and not for any other purpose. The Developer agrees to undertake that in the event of the developer availing loans/financial assistance for construction, the OWNERS' share shall not be part of any charge in favour of the creditors, financial institutions and the same shall be kept free from such claims and demands and the developer shall promptly deliver the OWNERS' share free from all encumbrances. The Developer assures and covenant with the OWNERS that the liability so created by them as aforesaid will be fully answered by them without making the OWNERS share and without making the OWNERS liable and responsible for the same and in the event of such claims, the developer agrees to indemnify and keep the OWNERS indemnified from such claims and demands and protect them at all times.

18. CORPUS FUND :

It is hereby agreed by the parties hereinabove to float a corpus fund for the entire complex which is payable by the ultimate purchasers at the time of execution and registration of Sale Deeds or the retainers of the flats at the time of taking delivery of such flats and such Corpus fund is fixed at Rs.50/-(Rupees FIFTY Only) per sq.foot of built-up area being proportionate contribution towards Corpus Fund and such fund will be governed and held initially by the DEVELOPER and after the project is completed, the said fund will be transferred and made over to the Association or Society formed among the OWNERS of the Residential Flats in the project after its formation and the interest earned and generated on the same will be utilized to meet capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, lifts, motors, water pumps, common lawns, gates, laying of internal roads, pipelines, club equipment etc., and if at any point of time, such interest generated/earned on the corpus fund is not sufficient to meet such expenditure, the deficit required shall be contributed by all the OWNERS of Flats in the project in the same proportion in which they contribute the monthly maintenance charges.

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Kavitha Parvathi

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Suresh

or Sumadhura Infracon Pvt. Ltd.
[Handwritten Signature]
Chairman and Managing Director

19. OWNER'S ASSOCIATION :- The OWNERS and the DEVELOPER and/or the transferees or their nominee/ successors-in-title shall, along with the other OWNERS of the apartments become members of the association to be formed for the purpose of maintenance of the "Residential Complex". The Parties hereto shall pay their respective share of maintenance, deposits and or charges to the said association or the maintenance company as may be formed or appointed on completion of the "Residential Complex". If, for any reason, the OWNERS Association is not formed by that time, the same shall be paid to the DEVELOPER till the formation of the OWNERS Association. Any amounts in the hand of the DEVELOPER at the time of formation of the OWNERS association, shall be handed over by them to the OWNERS Association within fifteen (15) days of its formation.

20. DEFECT LIABILITY PERIOD:-


20.1 In the event of any defects being informed by the OWNERS in writing to the DEVELOPER within a period of Twelve (12) months from the date of delivery of the OWNERS 30% share in the constructed area, the DEVELOPER shall attend to the same and resolve and/or rectify them within 30 days of receiving such notice.. However, hairline or minor cracks in plaster being natural phenomenon shall not be considered as a defect. Thereafter the OWNERS' shall not have any claim against the DEVELOPER in respect of any defect in the work in their share or in the "Residential Complex". The Warranty for all other consumables or equipment like lifts, water pumps etc. will be provided by the respective manufacturers on their standard terms;

20.2 The warranty by the DEVELOPER contained herein shall not cover defects, damage, malfunction resulting from:

- (a) Misuse
- (b) Modifications or repairs done by the OWNERS or their successors-in-title,
- (c) Cases of force majeure
- (d) Failure to maintain the amenities/equipment in accordance with the Developer instructions if given in writing
- (e) Accident, neglect.

21. INDEMNIFICATION :-

21.1 The OWNERS hereby confirm that their title to the SCHEDULE PROPERTY is good, marketable and subsisting and that none-else has any right, title, interest or share in the SCHEDULE PROPERTY and that the SCHEDULE PROPERTY is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or any tenancy claims as on the date of signing this Joint Development Agreement, acquisition proceedings or charges of any kind. The DEVELOPER have got legal scrutiny of the title deeds with respect to the SCHEDULE PROPERTY done and are fully satisfied with the OWNERS' title over the same. However, in the event of any


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or Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

defect forthcoming in the OWNERS' title to the **SCHEDULE PROPERTY** at the instance of any genuine claimants, the same shall be resolved by the **OWNERS'**, at their cost, and if such defect refrains the **DEVELOPER** from carrying out further construction activity, such delay shall be excluded from the time period fixed for completion of construction.

21.2 The **OWNERS** shall be kept indemnified and harmless by the **DEVELOPER** against any loss, liability, cost or claim, action or proceedings that may arise against them or OWNERS share of constructed area by reason of any failure on the part of the **DEVELOPER** to discharge their liabilities/obligations under this Agreement or towards purchasers of units in " Residential Complex" with whom the **DEVELOPER** or **OWNERS** have entered into agreements based on the Power of Attorney executed by the **OWNERS** or on account of any act of commission or omission in using the **SCHEDULE PROPERTY** or putting up the construction or on account of the assignment that the **DEVELOPER** have made or entered with in respect of this agreement for the purpose of development. Further, the **DEVELOPER** shall be fully and solely liable and responsible to the Government, Bruhat Bangalore Mahangara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority and other authorities for due compliance of all statutory requirements.

22. **BREACH AND ITS CONSEQUENCES:** In the event of breach of any one or more of the terms of this Agreement by either party, the aggrieved party shall be entitled to enforce specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing the breach.

23. **PAYMENT OF STAMP DUTY & REGISTRATION CHARGES, ETC:-** The **DEVELOPER** shall bear and pay the stamp duty, legal fees and other expenses for this Development Agreement.

24. **CUSTODY OF AGREEMENT:-** The Original of this Agreement shall be retained with the **DEVELOPER** and the counterpart (Duplicate) thereof shall be retained by the **OWNERS**.

25. **AMENDMENT:-** This Agreement may not be amended except by an agreement in writing signed by the parties under these presents.

26. **GENDER/PLURAL/SINGULAR:-** Any reference made to the parties herein in singular, or plural, or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

27. **HEADINGS:-** The headings given to the clauses are for purposes of convenience only and shall not be used as interpretation of the terms of the agreement.


Karitha Parani


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for Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

28. OTHER MATTER CONCERNING DEVELOPEMENT OF SCHEDULE PROPERTY:

- a) For the purposes of these presents the term super built up area shall mean the total constructed area including the area under the walls of each unit of the development, common electrical meter room, pump room, generator room, security room, common areas such as lobby, lift shafts, staircases, gardens etc., and circulation areas excluding car parking area.
- b) For the purposes of these presents the term common areas and facilities shall, to the extent not inconsistent with these presents have the same meaning assigned to the term in Section 3(f) of the Karnataka Apartment Ownership Act, 1972.
- c) The OWNERS and Developer shall comply with, in letter and spirit, the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA) and Karnataka Real Estate (Regulation and Development) Rules, 2017 (K-RERA) applicable to the Owner and notified from time to time in all aspects and the OWNER alone shall be responsible for the omissions and commissions arising out of the non-compliance applicable to the Owner, if any, of the provisions of this Act.

29. EXPENSES TO BE BORNE BY OWNERS/TENANT OF EACH UNIT:

The Parties herein and the future OWNERS/Tenants of units in the building shall bear and pay within seven days of demand by the developer or the OWNERS association the proportionate share of the following common expenses in respect of an unit held by him/her, the proportion being the super built area of such unit to the total super built area of all units in the "SCHEDULE PROPERTY". The parties shall pay an amount Per Sq.foot on the Super built up area as permanent maintenance deposit which shall be decided and in the event of shortfall from the income there from the parties shall be liable to pay the following common expenses proportionately.

- a) Maintenance and replacement of pumps sets, lifts and other machinery, electrical lines common to the building.
- b) Replacement of bulbs in corridors and other common places.
- c) Provision of watchmen and security 24 hours round the clock service.
- d) Maintenance of common facilities and amenities and gardens.
- e) Insurance of the building.
- f) Any other common service or facility provided by the said service provider.
- g) Common Area Lighting, etc.,
- h) House keeping (full team of Cleaners, Maids Plumber, Electrician) Etc.,
- i) AMCs, if any, for lifts, pumps, motors, etc.
- (j) Should any Party default in any payment of any due from any common expenses, benefits or amenities, the First Parties and Second Party or the service provider 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.


Kavitha Puri


Nandini


Sankar

for Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

30. RIGHTS AND OBLIGATIONS:

The Parties agree that in respect of built-up areas allotted to their respective shares in the "SCHEDULE PROPERTY", they shall be entitled to own, possess and enjoy the same subject to such rights and restrictions and obligations that are stipulated herein and both the parties agree to stipulate the conditions stated in the conveyance/s executed by them in favour of prospective purchaser/s of such built up areas in the "SCHEDULE PROPERTY". In course of Ownership/lease hold and enjoyment of the units/ floors/ space/area etc., in the "SCHEDULE PROPERTY" each of the Parties herein and future OWNERS/tenants of the same shall have the following.

A) RIGHTS:

- (a) Full right and liberty for the Parties and persons authorized or permitted by the parties (common with all other persons entitled, permitted or authorized to the like right) at all times by day and night to go, pass and re-pass and to use the common areas inside and outside the building.
- (b) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.
- (c) The right to free uninterrupted passage of running water, gas, electricity from and to the building and to the unit allotted, through water courses, sewers, drains conduits, cables and wires which may be passing for the OWNERS/tenants of units and the person/s authorized by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times with prior written permissions of First Part and Second Part.
- (d) 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/tenants of Units in the Building with prior written permission of First Parties and Second Party.
- (e) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.
- (f) The right to the use of common open area around the building and the entrance area of the building. (other than the area specifically allotted to any OWNERS/tenants for Exclusive use)
- (g) Absolute OWNERSHIP and possession of the unit and car parking if allotted.
- (h) Exclusive right and use of any portion of Terrace area and /or Garden Area if allotted.

(B) RESTRICTIONS ON THE RIGHTS/S OF THE PARTIES:

The Parties and the future OWNERS/tenants of Units in the Building in the "SCHEDULE PROPERTY" shall be bound by the following restriction and covenants in the course of Ownership/lease hold and enjoyment or such units.

- (a) Not to raise any construction in addition to the Units allotted.
- (b) Not to use or permit the user of the Unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.

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Keritha Puri

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or Sumadhura Infracon Pvt. Ltd.

[Signature]
Chairman and Managing Director

- (c) Not to use the space in the land left open after the construction of the buildings/s in a manner, which might cause hindrance to the free ingress to or egress from any part of the said building.
- (d) Not to park any vehicle at any place in the "SCHEDULE PROPERTY" other than in the allotted parking area.
- (e) Not to default in the payment of any taxes or levies or expenses to be shared with the other OWNERS of other unit under the said scheme.
- (f) Not to make any arrangement for the maintenance of the exterior of the said Unit or the common amenities.
- (g) Not to store in the said Unit any goods which are hazardous, combustible, and dangerous or considered objectionable by any authority or which are excessively heavy as to affect or damage the construction or structure of the said building.
- (h) Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- (i) Not to use or permit the use of the common passages, common staircases or common areas for storages, display boards, materials etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.
- (j) Not to store any materials or construct anything on the Terrace and to keep the Terrace always clean, open to the sky and unbuilt upon.
- (k) Not to throw or allow or suffer to be thrown dirt, rubbish, rags cigarettes and/or other refuse from the building or in the common areas of the building or on the "SCHEDULE PROPERTY".
- (l) Not to cause any nuisance or health hazard to the other occupants of the buildings.
- (m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Association of OWNERS of Apartments in the building.
- (n) Not to use the Terrace/s open area specifically allotted to any Unit OWNERS.
- (o) Not to seek for partition of common facilities or services or the land covered in the "SCHEDULE PROPERTY" by metes and bounds but always shall enjoy the "SCHEDULE PROPERTY" as CO-OWNERS along with other CO-OWNERS thereof.
- (p) 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.
- (q) Not to put up Advertisement Boards, open sign and other display materials at any place of the Building in the "SCHEDULE PROPERTY" except at the Previously designated location and also at the entrance door of the particular unit.
- (r) No signboard, Hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the Unit or at any open spaces inside or outside the building and compound wall.
- (s) No separate formation of Association of OWNERS/Tenants of Units.


Kavitha Puri


Nandini

or Sumadhura Infracon Pvt. Ltd.

Chairman and Managing Director

31. JURISDICTION:

The Courts at Bangalore alone shall have jurisdiction to adjudicate against any claims raised in future pertaining to this agreement;

SCHEDULE PROPERTY

All that piece and parcel of Land bearing Sy.No.47/2A, measuring about 1 Acre 16.08 Guntas situated at White Field Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore, presently under the administrative jurisdiction of BBMP, with all rights, appurtenances whatsoever hereunder or underneath or above the surface, bounded on the:

- East by : Land in Survey No.47/2B;
- West by : Land in Survey No.47/2A;
- North by : land in Survey No.48;
- South by : Land in Survey No.41;

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

WITNESSES:

1. *[Signature]*
(PUNITA)
B.N. Puram
Bangalore

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

2. *[Signature]*
(RAKESH)
B. Narayanpur
Bangalore

5. *[Signature]*

for (OWNERS)
Sumadhura Infracon Pvt. Ltd.
Chairman and Managing Director

DEVELOPER
(SUMADHURA INFRACON PRIVATE LIMITED Represented by its Chairman and Managing Director Mr.G.Madhusudhan)

Drafted by *[Signature]*

SNR ASSOCIATES,
Advocates, Flat No.402, Fourth Floor, "Samaikyaa's K.K.Veni Plaza"
B.Narayanapura, White Field Main Road, Bangalore - 560 016.

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ANNEXURE-I
SPECIFICATIONS

- Super Structure:** RCC Framed structure with Seismic compliances as per IS code, RCC walls. (Approximately Minimum FAR is 1.75)
- Doors :** Main door & other doors - Imported wood frames with designer shutters.
Utility - Powder coated Aluminum.
Balcony door - UPVC o with 3 track.
- Windows :** UPVC with safety grills and glass, sliding type.
- Flooring:**
- Common Area:** Lounge/Reception/GF Lobby- Imported marble flooring/Granite Flooring
Corridors - Granite/vitrified tiles
Upper floor Lift Lobby & corridors - vitrified tiles
Basement - Cement concrete power trowelled with smooth finish
- Recreation House:** Lobby - Imported marble flooring/Granite Flooring
Gym - Laminated wooden flooring/Vinyl flooring
Multipurpose Hall - Vitrified tiles
- Apartments:** Living / Dining / Family / Foyer - Vitrified tiles
Master Bedroom - Laminated wooden flooring
Other Bedrooms & Kitchen - Vitrified tiles
Balcony - Rustic ceramic tiles
Toilets & Utility - Anti-skid ceramic tiles
- Wall Dado:** Kitchen - 2' height dado
Toilets - Ceramic tile cladding up to false ceiling height
- Kitchen/Utility:** Provision for modular kitchen
Plumbing - RO water point and Softened water point.
Electrical - Provision for refrigerator point, microwave washing machine point,
- Toilets:** CP Fittings – Jaguar/ Grohe or equivalent
Sanitary fixtures – Parry-ware or equivalent
- Railing:** Balcony railing - MS railing
Stair railing (common areas) - MS railing

for Sumadhura Infracon Pvt. Ltd.
Chairman and Managing Director

Painting & Finishes:

Exterior finish	: Exterior emulsion
Internal Ceiling	: Acrylic Emulsion Paint
Apartment walls	: Premium emulsion paint
Common Area & Lift Lobby	: Acrylic Emulsion Paint
Staircase, Utility & service area	: Oil bound distemper
Basement	: Oil bound distemper
Steel works	: Synthetic enamel paint
Wood work	: Polished finish for all internal doors
	All paints Berger/ Asian Paints or equivalent (Price & quality)

Water Supply / Drainage:


Sewage	: PVC
Water supply	: Treatment -WTP
External & Internal piping	: CPVC/UPVC





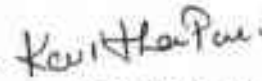
Electrical:

Modular switches	: Northwest or equivalent
Wires	: Havells or Equivalent
MCB'S	: MDS/Indo Asian or equivalent
3 BHK & 2.5 BHK	: 5 KW
2 BHK	: 4 KW
DG backup	: 1 KW for each flat Emergency power for lifts, pumps
&	lighting in Common areas 100%
Security Systems	: Intercom facility

AMENITIES:

Club house area with Equipped Gym, Indoor Multipurpose community Hall for Yoga/Aerobics/ Meditation, Steam and changing areas/ facilities, Billiards, Squash Court, Shuttle Badminton Court, Cricket Practice pitch, Basketball hoop, Bicycle Track, Table Tennis etc.


 Chairman and Managing Director
DEVELOPER
 (SUMADHURA INFRACON
 PRIVATE LIMITED Represented
 by its Chairman and Managing Director
 Mr.G.Madhusudhan

1. 
2. 
3. 
4. 
5. 
 (OWNERS)