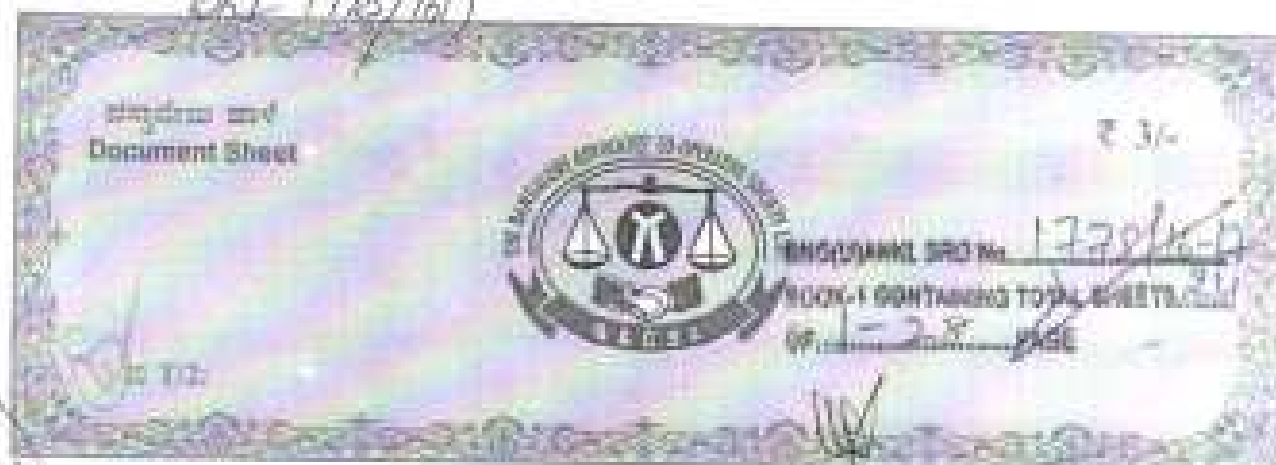




JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made and executed on this the 05th day of June 2016, (05/06/2016) at Bangalore, by and between:

1. SMT. T. NANJAMMA, aged 65 years, wife of Late B. Lakshma Reddy,
2. SRI L. NARENDRA BABU, age 41 years, son of Late B. Lakshma Reddy,
3. SMT. N. MANJULA, age 57 years, wife of Narendran Babu,
4. MASTER. KUSHAL REDDY, age 17 years, son of Narendran Babu,
5. MASTER. HEMANTH REDDY, age 12 years, son of Narendran Babu,
6. SMT. BRINDILAYA LHI, age 49 years, daughter of Late B. Lakshma Reddy

All residing at Narayanaiah Village, Saragani Hobli, Anchal Taluk, Bangalore Urban District, hereinafter referred to as **OWNERS/FIRST PARTY**, (which expression shall, unless repugnant to the context or meaning thereof, mean and include their successors-in-interest and permitted assigns, etc.) Of the First Part.

AND

M/s. **NAMBIA BUILDERS PRIVATE LIMITED**, a registered Company incorporated under the Provisions of Indian Companies Act 1956, having its office at No. 2nd Floor P.R. Business Centre, above Cinema, Chitr Ring Road, Kadabesanahalli, Marathahalli post, Bangalore-560035, represented by its Director Ramesh Nambiar, hereinafter referred to as the **"DEVELOPER"** (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns etc.) of the Other Part.

Owners and the Developer are hereinafter individually referred to as a **PARTY** and collectively as the **PARTIES**, as the context may require.

WHEREAS, the First Party is the absolute owner of residentially constructed land measuring 24 Guntas, its survey number 113/1, situated at Narayanaiah Village, Saragani Hobli, Anchal Taluk, Bangalore, which is more fully described in the Schedule (b) hereunder and hereinafter referred to as **Schedule (b) Property**, unadversally covered land measuring

T.N. 0205

[Signature]

Manjula N

Manjula N

25.06.2016

For Nambiar Builders Pvt. Ltd.

[Signature]

Director

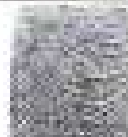
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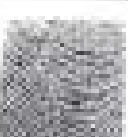
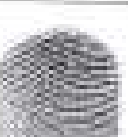
BMU/ANAL SRQ No. 1378/16/12
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Sl. No.	Particulars	Rs.
1	Amount Payable	150000.00
2	To Balance B/F	150000.00
	Total	150000.00

By M/s. NAMBHAR BUILDERS PVT LTD., Rep by Its Director RAJNEESH NAMBHAR

Sl. No.	Particulars	Signature	Stamp
1	By M/s. NAMBHAR BUILDERS PVT LTD. Rep by Its Director RAJNEESH NAMBHAR		

H. M. VENKATESH
 Senior Sub-Registrar
 ANEKAL

Sl. No.	Particulars	Signature	Stamp	Remarks
1	M/s. NAMBHAR BUILDERS PVT LTD. Rep by Its Director RAJNEESH NAMBHAR (Authorized Signatory)			
2	T. NAMANNA W/o Late S. Lakshmi Reddy (Authorized Signatory)			T N N E

H. M. VENKATESH
 Senior Sub-Registrar
 ANEKAL



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1 Acre 11 Guntas, in survey number 116/3, situated at Nanjangud Village, Sarapuri Hobli, Ankola Taluk, Bangalore, which is more fully described in the Schedule (i) hereunder and hereinafter referred to as **Schedule (i) Property**, residentially converted land measuring 15 Guntas in survey number 22/1, situated at Nanjangud Village, Sarapuri Hobli, Ankola Taluk, Bangalore, which is more fully described in the Schedule (ii) hereunder and hereinafter referred to as **Schedule (ii) Property** and residentially converted land measuring 2 Acres 20 Guntas, (out of 2 Acres 25 Guntas) in survey number 24, situated at Nanjangud Village, Sarapuri Hobli, Ankola Taluk, Bangalore, which is more fully described in the Schedule (iv) hereunder and hereinafter referred to as **Schedule (iv) Property**. The Schedule (i), (ii), (iii) and (iv) Property hereinafter collectively referred to as **Schedule Property**.

AND WHEREAS, the Second Party is engaged in the business of Property development and allied activities.

AND WHEREAS, the First Party herein has acquired the Schedule Property in the following manner:

IN RESPECT OF SURVEY NUMBER 115/1 & 116/1 (Schedule (i) & (ii))

1. Originally the land in survey number 115/1 measuring 24 guntas and land in survey number 116/1 measuring to an extent of 2 Acres 11 Guntas, situated at Nanjangud Village, Sarapuri Hobli, Ankola Taluk, Bangalore Urban District belonged to one Sri. Raja Reddy. He possessed the Property as aforesaid.
2. Later his son Lakshmi Reddy, filed an original suit No.10/1982, before the Principal Civil Judge, Bangalore, against his father and brothers. Later the family members jointly filed a compromise petition and based on the compromise petition, the Court decreed the suit, in terms of the compromise petition and by virtue of the compromise petition Schedule (i) & (ii) Property fell to the share of Sri. Chandrashekar son of Raja Reddy. The mutation also mutated in his name vide M/R 14/1984-85.
3. Thereafter aforesaid Sri. Chandrashekar conveyed the Schedule (i) & (ii) property as aforesaid Lakshmi Bahu son of Late Lakshmi Reddy, the Second member of the First party herein vide registered sale deed bearing doc. No. 1000/1989/90 dated 28.12.1989. The mutation also mutated in his name vide M/R 2/1989-90.

TN 02 02
Babu Manjula N
Manjula N
2001.03.1

For Namblar Builders Pvt. Ltd.

[Signature]
Director



BOOK/ANALYSIS NO. 1738/1-1
BOOK-1 CONTAINING TOTAL PAGES 24
OF 24 PAGES

- Subsequently the Second member of the First Party herein converted the Schedule A & B Property from agricultural to non-agricultural residential purpose vide order No. ALN (AS) SR/270/2009 (I) dated 20.11.2010.
- Thus the said property herein acquired the Schedule A & B Property herein and thereafter in peaceful possession of the same by paying up to date tax thereon.

IN RESPECT OF SURVEY NUMBER 22/1 & 24 (Schedule II & IV):

- Originally the land in survey number 22/1 measuring 15 Gunthas and land in survey number 24, measuring to an extent of 2 Acres 28 Gunthas, situated at Marayamathalli Village, Saragani Hobli, Anchal Taluk, Bangalore Urban District owned by one Sri. Raja Reddy.
- Later the family members of Raja Reddy entered into oral partition. In the said oral Partition, the Schedule II & IV Property was owned by Lakshma Reddy. The mutation also mutated in his name vide NR 1/1981-82.
- Thereafter deceased Lakshma Reddy deceased leaving behind his family members. Subsequently his wife T. Narayana, the First Member of the First party herein inherited the Schedule II & IV Property vide HC 4/2004-05.
- Later the First member of the First Party herein converted the Schedule II & IV Property from agricultural to non-agricultural residential purpose vide order No. respectively ALN (ASR) SR/91/2014-05 and ALN (ASR) SR/91/2014-05 dated 11.12.2014.
- Thus the said property herein acquired the Schedule II & IV Property herein and thereafter in peaceful possession of the same by paying up to date tax thereon.

AND WHEREAS the Schedule II Property which is mentioned above formed in survey number 24, is totally measuring 2 Acres and 23 Gunthas, out of the above extent the Schedule II Property is measuring 2 Acres and 20 Gunthas, which is subject matter of the development and including amount in the balance 3 Gunthas in the said survey number 24 is not subject matter of the Development.

T N. R. Reddy
Manjula N
Manjula N
23.05.2014

For Harbhar Builders Pvt. Ltd.
[Signature]
23.05.2014

ENG/UKANDL SRG No. 129816-7
BOOK-1 CONTAINING TOTAL SHEETS 24
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No.		
1	Hogana S/o. Lohu Gopaswamy Kannamahal village, Annalai Hobli, Annai Taluk, Pongalur, Uthar Dist	
2	Vengandrapada S/o. Illudayaditya Chinnappu Madhavu Village, Tirakoddi Hobli, Annai Taluk, Pongalur, Uthar Dist	

H. M. VENKATESH
Senior Sub-Registrar
ANEKAL



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Senior Sub-Regional
ANER



INCULDANCE NO. 1775/16-18

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AND WHEREAS, the Owners/First Party are then fully vested and possessed of the Schedule Property with power and authority to develop, sell, enter in to Joint Development Agreement, partition or otherwise dispose off the Schedule Property in favour of any person of their choice or otherwise;

AND WHEREAS, the First Party does not have adequate technical expertise or strength to develop the Schedule Property and are looking for such a competent organization for the said purpose and, hence the Owners/First Party have approached the Developer with desire to entrust development in the Schedule Property and the Developer has agreed for the same; hence both parties have decided to enter into Joint Development Agreement for development of the Schedule Property.

AND WHEREAS, based on the representations of the both the parties, Charter has agreed to grant the development rights of the Schedule Property to Developer, namely at the Developer's cost and expense, by forming the gated community of Group Housing Villa Project and allied activities; and the Parties hereto have agreed to reduce into writing the terms and conditions of the agreement entered into between them for the development of the Schedule Property.

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

1. PROJECT:

- 1.1 The Developer has agreed to develop the Schedule Property along with other adjacent lands by forming thereon a gated community of Group Housing Villa Project consisting of residential sites with individual houses in the form of Villas and other residential activities (the Formation of residential Villas and other residential activities shall hereinafter be referred to as the "Project")

T.N. K. C. J.

Manjula N

Manjula N 23.05.2018

For Hamblar Builders Pvt. Ltd.

[Signature]
Director



BNG(U)ANKL SHO No. 17781/16-17

BOOK-1 CONTAINING TOTAL SHEETS. 24

OF 8-29 PAGES

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Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

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ಶ್ರೀ M/s. NAMBIAR BUILDERS PVT LTD., Rep by its Director RATHEESH NAMBIAR, ಇವರು

658120.00 ರೂಪಾಯಿಗಳನ್ನು ಬೆಂಗಳೂರಿನ ಮುಖ್ಯಮಂತ್ರಿ ಕಛೇರಿಗೆ ಪಾವತಿಸುವುದನ್ನು ಸ್ವೀಕರಿಸುವುದಾಗಿ

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ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	658120.00	ICICI Bank, M.G.Road, Bengaluru DD No.502773 dt: 15-06-2016
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ದಿನಾಂಕ : 18/06/2016

H. M. VENKATESH
Senior Sub-Registrar
ANEKAL

Designed and Developed by C- DAC ,ACTS Pune.



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2. CONSIDERATION

- 2.1 The Developer shall develop the abovesaid Project on the Schedule Property entirely at its own cost and expense and shall have no recourse to Owner for any expenses in connection therewith, including incidental expenses.

3. PERMISSION FOR DEVELOPMENT / POSSESSION

- 3.1 OWNER shall upon execution hereof, hand over the possession of the Schedule Property to the Developer, such that the Developer shall have the right to enter upon the Schedule Property for the purpose of executing the Project. The authority granted hereunder for the development of the Schedule Property will not be revoked during the subsistence of this Agreement subject to the terms outlined in this Agreement.
- 3.2 The OWNER hereby permits and authorizes the DEVELOPER to develop the Schedule Property by forming a gated community of Group Housing Villa Project as per the sanctioned plan which shall be obtained from Amulal Planning Authority or PARDA. The OWNER shall co-operate with the DEVELOPER till the completion of the entire project. The Developer shall incur expenditure for the entire ground development having been permitted to commence and the OWNER has this designated permissive possession of the Schedule Property for the purpose of displaying Name Plates, advertisements, to put compound, etc.,
- 3.3 The OWNER hereby agrees not to interfere or interrupt in the course of development of gated community of Group Housing Villa Project. However, the OWNER shall be entitled to inspect the progress of the work, quality and the type of work, which is being done on the Schedule Property.

4. DEVELOPMENT AND ITS COST

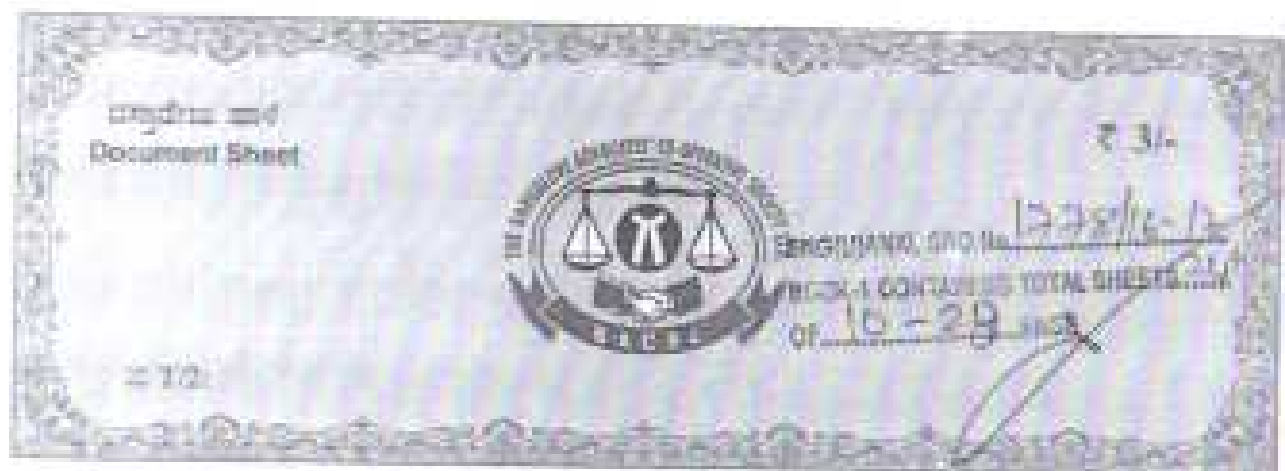
- 4.1 The entire cost of formation of gated community of Group Housing Villa Project and other development in terms this Agreement and as per development plan to be

T/O to be

Dr. Ravi Manjula N
Manjula N 23.02.2019

For Numbdar Builders Pvt. Ltd.

Dr. Ravi
Director



undertaken at the schedule Property including the area falling to the share of the OWNER shall be borne by the DEVELOPER. The OWNER shall not be required to pay any amount for the development.

- 1.2 In the event of any demand made by any authorities in relation to or consequent on the commencement of construction or during the course of construction and until the development is completed, the same shall also be paid by the DEVELOPER.

5. APPROVALS/PLANS/LICENSES:

- 5.1 The Developer shall obtain at its cost, all the necessary statutory and regulatory approvals and clearances that would be necessary for development of the Project on the Schedule Property, in accordance with the plan as agreed between the Parties.
- 5.2 The Developer shall prepare the plans for development of the Project and submit the same for approval by the relevant statutory authorities at its cost and expense.
- 5.3 The Developer shall be entitled to make modifications in the plan, design and layout depending on the exigencies during the execution of developmental work without materially affecting the entitlements of Owner.
- 5.4 Owner agrees to provide the Developer, at the Developer's cost, all reasonable assistance requested by the Developer, including but not limited to, execution of no-objection certificates or other supporting documentation, towards the Developer obtaining the approvals set out hereinafter from the relevant statutory authorities.

6. APPOINTMENT OF ARCHITECTS, CONTRACTORS & ENGINEERS

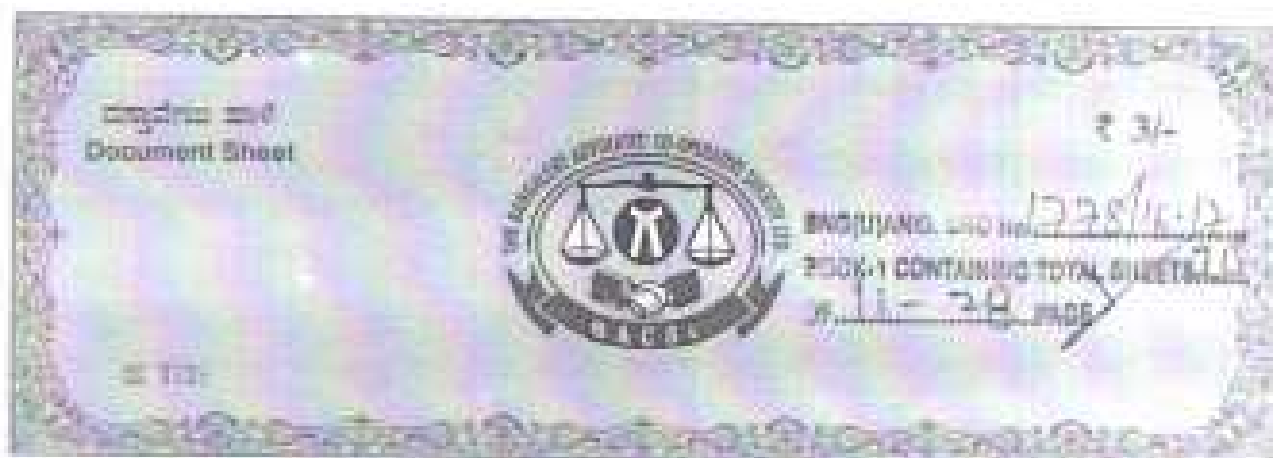
- 6.1 The Developer shall, at its cost and in its own name, appoint architects, contractors and other agencies required for the execution and completion of the Project.
- 6.2 The Developer shall ensure that in the process of appointing architects, contractors and other agencies to implement the Project, such contractors have the necessary

TN 22 ETC

Manjula N
Manjula N
21.05.2012

For Nambiar Builders Pvt. Ltd.

Director



with, qualification and experience to execute the Project in accordance with the terms of this Agreement.

- 6.3 It is expressly clarified that, notwithstanding any such subcontracting by the Developer, the Developer shall remain primarily liable to Owner for all its obligations hereunder.

7 REPRESENTATIONS BY OWNER:

7.1 Owner represents and warrants to the Developer as follows:

- (a) The title of Owner to the Schedule Property is clear and marketable and free from encumbrances.
- (b) No notice from Government or any other local body or authority or under any applicable law has been received by Owner in connection with the Schedule Property.
- (c) Owner has not created any easement or licence over or in respect of the Schedule Property or any part thereof.
- (d) The Schedule Property has not been attached in pursuance of any claim or decree or for recovery of Government or Municipal dues or taxes.
- (e) The Schedule Property is not subject to any litigation or attachment either before or after judgment.
- (f) Owner has not created any charge, mortgage or encumbrances on the Schedule Property and has not alienated, leased, transferred or created any other third party rights of any nature in respect of the Schedule Property or any part thereof and has not entered into any agreement or arrangement to do the same and during the subsistence of this Agreement, agrees not to enter into any agreement or arrangement in respect of the development rights granted to Owner to the Developer under this Agreement.
- (g) No part of the Schedule Property is assigned land, land granted to institutions or schedule caste/tribes, government land, panchayat land, waste

T/N 02/02

Manjula N
200233-4

For Hamblar Builders Pvt. Ltd.

Director

Register and
Document Sheet

₹ 3/-



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₹ 12/-

land, forest land, defence land or of any nature which regulates or prohibits any construction or development of the Project on the Schedule Property;

- (b) No recovery proceedings under any law, act or statute such as but not limited to Income Tax Act, 1961, Wealth Tax Act, 1957, Gift Tax Act, 1958, Customs Act, 1962 and Central Excise and Salt Act, 1944 are pending against and/or with respect to the Schedule Property;
- (c) No part of the Schedule Property is subject in any manner which will materially and adversely affect the Developer's ability to use the Schedule Property for the Project;
- (d) No part of the Schedule Property is or an area which is, or is proposed to be, subject to any easement or other acquisition order;
- (e) The description of the Schedule Property is true, complete and accurate and not misleading in any respect;
- (f) Owner shall not revoke the Power of Attorney given to the Developer during the term of this Agreement;
- (g) The Schedule Property is free from all regulatory restrictions (including restrictions pertaining to usage of land) except those imposed under applicable law for projects that are similar to the Project;
- (h) No person has raised any claim in writing and so far as Owner is aware, otherwise with respect to any security interest, charge, encumbrance, option, right of pre-emption or other similar interest (including any arising by statute) in or over the Schedule Property or any relevant title deeds or documents; and
- (i) Owner shall, upon the execution of this Agreement, permit the Developer to enter upon the Schedule Property to commence construction work thereon, provided that nothing contained herein shall be construed to grant the Developer any possessory rights over the Schedule Property.

8. DEVELOPER'S REPRESENTATIONS:

8.1. The Developer represents and warrants to Owner that:

- (a) It has the requisite corporate power and authority and has taken all actions and has obtained all necessary approvals to validly execute and deliver this Agreement;

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BRB

Mangula N

Mangula N

2007.03.16

For Rambhar Builders Pvt. Ltd.

Signature



- (b) The performance of this Agreement will not conflict with, result in the breach of, or constitute a default under, or accelerate performance required under the terms of any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of any laws;
- (c) There are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in a breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform its obligations under this Agreement;
- (d) The Developer has adequate financial competence to complete its obligations under this Agreement in accordance with the terms of this Agreement;
- (e) The Development shall be carried on in compliance with all laws, rules, regulations that would be applicable to it; and
- (f) The Developer shall perform all of its obligations described in this Agreement in a timely, diligent, competent and professional manner. Furthermore, the Developer hereby warrants and represents that all obligations discharged hereunder shall be performed in accordance with the descriptions of such obligations in this Agreement. The Developer shall observe and confirm to all material laws and standards of business ethics and Good Industries Practice (as hereinafter defined).

9 SHARING OF SALEABLE AREA:

It is agreed between the parties to share the saleable area in the Gated Community of Group Housing Villa Project to be formed and along with other amenities, facilities and divided/undivided right, title, interest and share to be formed on schedule property as per sanctioned plans.

Whereas the First Party shall be entitled for 46,000 Sq ft of undivided share in the developed land in the Schedule Property, Which is calculated as 10 (Ten) villas in the following dimensions:

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2
Babyl
Manjula N
Manjula N
2300 S 3.2

For Nambiar Builders Pvt. Ltd.

[Signature]
Director

Registered and
Document Sheet

₹ 3/-

THE HINDUSTAN CO-OPERATIVE SOCIETY
BACS

BOOK-1 SRO No. 1228/1450
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S T/2:

- i. Three (3) villas each measuring 6000 sq.ft of site-able area and each covering built up area measuring maximum up to 5000 sq.ft in the respective site-able area (Built up area ranging from 4500 Sq Ft to 5000 Sq Ft),
- ii. And balance Seven (7) villas each measuring 4000 sq.ft of site-able area and each covering built up area measuring maximum up to 3500 sq.ft in site-able area (Built up area ranging from 3000 Sq Ft to 3500 Sq Ft).

The entire balance developed area along with the undivided share in the Schedule Property shall belong to the Developer (Calculated on the Schedule Property based on the sanction drawings) as per the Area Sharing Agreement to be entered between both the parties subsequently to put in writing the area falling to the Owners Share and Developer's Share immediately after obtaining the Plan from BMRDA/APA with respect to the adjacent lands, which shall constitute a Composite Property. The Saleable areas shall be allotted to the respective owners in any of Survey Numbers which shall be clearly mentioned and demarcated in the Supplementary Agreement/ Sharing Agreement which shall be entered into between the Owners and the Developer after obtaining the Final Master Plan approval by the Zonal Planning Authority/ BMRDA.

The Co-Operative of Group Housing Villa Project to be formed shall be as per the Plan approved and the First Party entitlement shall be for absolute use and/or benefit and Ownership of the First Party/their nominees (herein after referred to as **OWNER'S AREA**), the First Party shall be entitled to own, hold, sell mortgage, gift, lease, alienate or otherwise dispose of the same to any third party subject to the condition that the Second Party shall have the first right of refusal.

Balance site-able area/saleable area, villas constructed thereon and other open spaces allotted to the share of DEVELOPER, hereinafter referred to as **DEVELOPER AREA** and shall be the absolute property of the DEVELOPER and it shall be entitled to own, hold, sell, mortgage, gift, lease, alienate or otherwise dispose of the same or any part thereof along with its proportionate share in the Schedule Property and it shall be entitled to all income, gains,

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Manjula N
Manjula N
23057532

For Nambiar Builders Pvt. Ltd.

Director

Original and
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PROJECT NO. 1238/140

FORM 1 CONTAINING TOTAL SHEETS 28

215-28/140

capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.

10. DEVELOPMENT

The Developer shall be entitled to develop the good community of Group Housing Villa Project. It shall develop the Project as per plan sanctioned by the Local Planning Authority /BMRDA, the Developer shall be entitled as its choice to develop the property having in view the requirements and specifications of the clients/customers.

11. OBLIGATION OF THE FIRST PARTY:

11.1 The Owner shall execute a Power of Attorney in favour of the Developer to enable them to proceed with the obtaining of licenses and Plans, consents in regard to the Layout to be formed on the Schedule Property and authorizing the Developer to represent the Owner before the Corporation, BANGALORE DEVELOPMENT AUTHORITY, NGO, Trust, National/State High Way authorities, State and Central Government, Urban Area Commission, Fire Force Departments, Karnataka Power Corporation Limited, Water Supply & Sewerage Board, Telephones, Airport and Telecommunication Authorities, PWD, village Panchayats and other Statutory Authorities, PCB departments etc., and empowering Developer to enter into agreements to sell and also sell / transfer / lease / convey its proportionate share in the Schedule Property in favour of its nominee/s and / or assignee/s, which shall be irrevocable.

11.2 The Developer shall have the power to sell using the Power of Attorney holder of the Owner, the developer share of saleable area before or after commencement or completion of layout of its proportionate share in land in Schedule Property and enter into agreements to sell and execute sale deeds and other conveyances in favour of prospective and its assignee consideration pursuant to the same.

For Haridhar Builders Pvt. Ltd.

Director

T No 22

Manjula N
200532



- 11.1 The Owner shall sign and execute necessary application, papers, affidavits, undertakings and documents and do all acts, deeds and things as the Developer may lawfully require in order to legally and effectively vest in the Developer and / or their nominee/s and / or their assignee/s, title to the proportionate undivided share in the Schedule Property and for completing the development of the Schedule B Property.

12 TITLE DEEDS AND DOCUMENTS:

On execution of these presents, the Owner has handed over all the Original Documents of Title etc., pertaining to the Schedule Property to the Developer. That other than the aforesaid documents, the owner does not have in possession or custody of any other documents. Based on the examination of the said documents provided by the Owner to the Developer, the Developer is prima facie, satisfied with the title of the Owner not providing any or all the documents or due to any legally possible claims being made hereafter, the Owner shall secure such defects at their cost and expenditure. The Developer shall hold all the Original documents in its custody.

13 DEVELOPMENT RIGHTS:

The Developer or his nominees shall alone be entitled to undertake the Development work and put up the gated community of Group Housing Villa Project consisting of residential sites with individual houses in the form of Villas etc. and other residential amenities there on either by itself or through its own or agents or contractors and to sub-divide the work or appoint sub-contractors as the Developer may deem fit and proper. The Developer shall be exclusively entitled to call for tender or adopt any other method for the purposes of selection of contractors or agents employees etc., required for formation or other purposes covered by this Agreement. The Developer shall not obstruct, delay or otherwise interfere with the exercise of the right of development of the Schedule Property.

T. N. S. S. S.

Shri
Mangala N
Mangala N
2005.3.2

For Kanchi Builders Pvt. Ltd.

Director



ENDUSANAL SHO NO. 1328/2010
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14. POWER OF ATTORNEY, NO PARTNERSHIP:

- 14.1 The Development contemplated by this Agreement is not in the nature of a partnership as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961.
- 14.2 Parties to this agreement shall be bound by the terms and conditions of this agreement or any other supplemental agreement pursuant to this agreement and either of party shall be entitled to seek specific enforcement of agreement against defaulting party. Neither Party shall have the authority to bind the other Party, except as expressly permitted hereunder.
- 14.3 The Developer has and hereby retains the right to exercise full control and supervision over the performance, employment, dismissal, compensation and discharge of any and all of the Developer's employees, agents and subcontractors working in the performance of the Developer's obligations hereunder.
- 14.4 Simultaneous with the execution of this Agreement, Owner shall execute in favour of the Developer, a Power of Attorney to enable the Developer to carry out the scope of its activities as contemplated herein, the Owner shall duly empower the Developer and / or its nominees to approach the Bangalore Development Authority and other competent authorities, and get the required permissions and sanctions, and for appointing Contractors, Civil Engineers, Architects, Consultants, as desired by Developer.
- 14.5 During development of the Project, the Developer is entitled to enter into agreements to lease and execute and register Lease Deeds, and all other deeds and documents, in accordance with the terms of this Agreement, in respect of its share in the Schedule Property and also to do all other acts, deeds matters and things as may be necessary for dealing with the Schedule Property. However, the Developer shall enter into agreements to sell / transfer / convey or to mortgage including creation of equitable mortgage by deposit of title deeds of the Schedule Property in respect of the proportionate share falling in the Developer's share or in the event of owners have identified their entire share in the Schedule Property then Developer have a right to sell entire saleable area in the Schedule Property.

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For Bangalore Development Authority

Director

Director

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BOOK-1 CONTAINING TOTAL SHEETS 24
OF 18-28 PAGE

- 11.6 In view of the provisions of sub-clause above, the Owner shall execute Power of Attorney /s in favour of the Developer and / or its nominee /s, assigns / liquidators as and when demanded by the Developer.

11 COMMENCEMENT OF PROJECT:

- 11.1 The Developer shall commence the developmental work on the Schedule Property on the occurrence of the following events:

- (a) The sanctioned plan of developments pertaining to the Project having been approved by the appropriate authority;
- (b) All applicable permits and approvals including but not limited to, the approvals having been obtained; and

- 11.2 Owner shall extend full co-operation to the Developer to complete the Project. Owner shall not create any impediments or obstruction to the Developer in developing or constructing the Development subject to the terms of this Agreement. However, the Developer shall permit entry to Owner or its authorized agents to the development site at reasonable hours after having issued sufficient notice to the Developer, to inspect the developmental work carried out by the Developer.

- 11.3 The Developer shall maintain accurate records of all matters that relate to its obligations under this Agreement in accordance with generally accepted accounting principles and practices uniformly and consistently applied.

12 RIGHTS OF THE DEVELOPER:

Developer shall be entitled to deal with its shares in the project and shall have absolute discretion in negotiating the terms and conditions for the sale, lease, license and license etc., in respect of their respective site share areas and enter into agreements of sale, lease, license and license etc., with prospective purchasers/ licensees/ licensees etc., and to collect the consideration in respect thereof. The

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For Nambiar Builders Pvt. Ltd.

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BOOK 1 CONTAINS TOTAL SHEETS 23

OF 9-2 PAGE

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Developer shall be entitled to all profits, gains, capital appreciation and benefits as well as all costs, charges, levies, taxes etc., of all kinds and development accruing, arising or flowing from or in relation to the sale of its site and area.

17. FINANCING

- 17.1 The Developer shall have the right to obtain finance for the Project ("Finance") with the Developer also having the right to deposit the secured title deeds of the Schedule Property with any lender in pursuance of any such Finance. However, Owner shall not be obliged to provide guarantees in relation thereto.

18. MOBILIZATION OF WORK FORCE & PAYMENTS:

- 18.1 The Developer shall, at its own cost and expense, and in its own name, mobilize the work force necessary to carry out the execution of the Project. The Developer shall meet all the costs of construction, including any incidental expenses, and shall be solely responsible for the payment of wages to the labourers so employed by them for execution of construction work undertaken by them under this Agreement.
- 18.2 The Developer shall be liable for any and all employment or other taxes and contributions for insurance, retirement benefits, gratuity and similar benefits as per applicable law and local legislation for its employees or contractors who perform the obligations hereunder.
- 18.3 The Developer shall keep Owner indemnified at all times in relation to any claims against Owner arising in relation to the engagement of workforce for the purposes of the Project. It is however expressly clarified that such indemnity shall not extend to any liability incurred by Owner by virtue of its shareholding or directorship or application of the Developer.

For Hamibor Builders Pvt. Ltd.

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19. EXECUTION OF DOCUMENTS:

On execution of this Agreement, Owner, as applicable shall within fifteen (15) days of the receipt of required papers, execute all such papers and documents as may be required to be submitted to the Corporation of the City of Bangalore, Karnataka Power Transmission Corporation Limited, Bangalore Water Supply and Sewerage Board or such other authorities for getting permissions and sanctions for the efficient construction and completion of the Development. In the event of any delay on the part of Owner in the execution of such papers the Developer will be entitled to a corresponding extension of time for completion of its obligations hereunder.

20. PAYMENT OF DEPOSITS:

The Developer shall pay for all the deposits payable to the Karnataka Power Transmission Corporation Limited/Bangalore Electricity Supply Company Limited/Bangalore Water Supply and Sewerage Board/Bhuvanacharya Nagar Limited, and any other expenses required for utility connections (including the cost for any external cables, transformers, post boxes and related materials) incurred from the date of execution of this Agreement.

21. PAYMENT OF WORKS CONTRACT TAX:

Commencing from the date of this Agreement, and throughout the construction of the Development, the Developer shall be responsible and liable to bear and pay all works contract and service taxes, by whatever name called, and levied by whatever authority, in regard to the entire Schedule Property and any development carried out thereon.

22. PAYMENT OF PROPERTY TAXES:

Commencing on the date of execution of this Agreement, the Developer shall be responsible for ensuring the payment of all taxes, rates, charges, cesses, etc. in respect of the Schedule Property.

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For Rambhar Builders Pvt. Ltd.
 Director



20. INDEMNIFICATION:

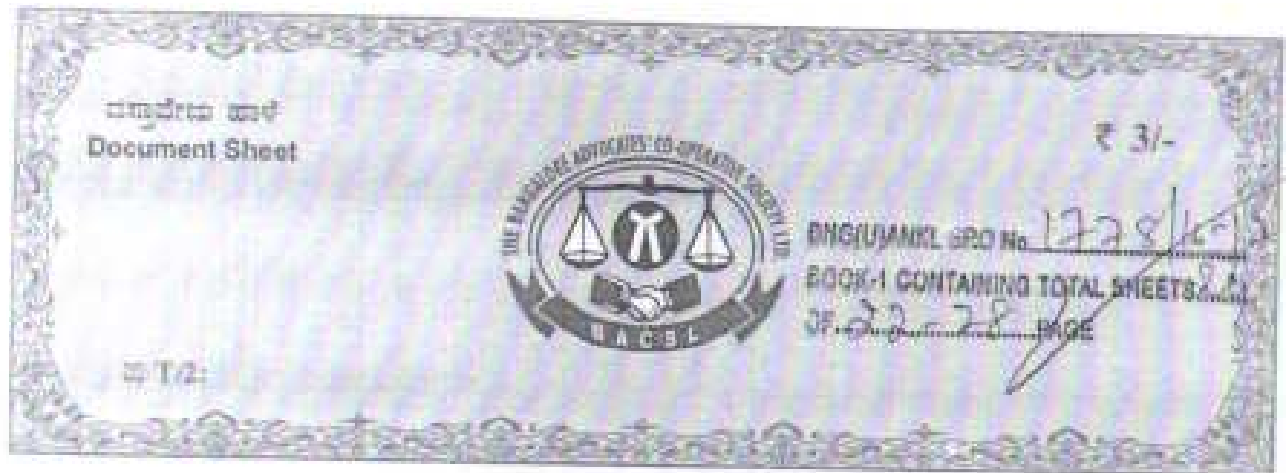
- 20.1. Owner shall be kept indemnified and harmless by the Developer against any loss, liability, cost, claim, action or proceedings that may arise against it by reason of (i) any failure on the part of the Developer to discharge its liabilities or obligations hereunder; (ii) on account of any act of commission or omission by the Developer in using the power of attorney and the Schedule Property or construction of the Development; or (iii) any breach of the terms hereof by the Developer.
- 20.2. The Developer shall be kept indemnified and harmless by Owner against any loss, liability, cost, claim, action or proceedings that may arise against it by reason of (i) any failure on the part of Owner to discharge its liabilities or obligations hereunder; (ii) any breach of the terms hereof by Owner; (iii) any defect in the title of Owner to the Schedule Property or (iv) any interim or final orders passed by a Court of Law which has an effect of preventing the Developer to undertake and complete the Project.
- 20.3. The Developer declares that it has entered into this Agreement expressly on the faith and strength of the declaration that Owner have marketable title and valid development rights over the Schedule Property and that there is no other person interested therein. During the performance of this Agreement, Owner will not encumber the Schedule Property nor deal with or dispose of the Schedule Property or any interest or portion thereof or part with title deeds and/or possession nor shall grant any license to use the Schedule Property which will prejudice the rights of the Developer under this Agreement or which will prevent the Developer from undertaking development and construction in the Schedule B Property. Owner shall not grant any Power of Attorney to deal with the Schedule Property in any manner whatsoever inconsistent with this Agreement. Owner shall not encumber the Schedule Property in any manner whatsoever.

For Hamstar Builders PVC, Ltd.

[Signature]
Director

[Signature]

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By A.D. S.S. L



24. ADVERTISEMENT:

The Developer shall be entitled to erect boards in the Schedule Property advertising for sale and disposal of the site able area/ other area in the Schedule Property and to publish in the Newspapers calling for response from prospective purchaser/s and make their share of site able area in the Schedule Property in any manner, the Developer may deem it fit.

25. NAME OF THE PROJECT:

Name of the residential layout consisting of residential sites with individual houses in the form of Villas etc to be formed in the Schedule Property, shall be **BALLEZEA**, which shall not be altered or objected to by the Owner.

26. ACQUISITION:

If the entire Schedule Property is acquired under any Law by the Government or other Authority under the law, then this Agreement shall stand terminated, the respective compensation payable for the full site area to be taken equally by the owner/Developer/its nominees, its customers.

27. BREACH AND CONSEQUENCES:

The Parties confirm that breach of the terms hereof by a Party may result in substantial injury being incurred by the other Party (the "Aggrieved Party"), for which injury, monetary damages alone may not be sufficient compensation. In light of the foregoing, and without prejudice to the right to terminate this Agreement as provided in Clause 26, in the event of breach by either Party to this Agreement, the Aggrieved Party, in addition to other remedies available in law shall be entitled to equitable relief, including specific performance of this Agreement and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach from the Party committing such breach. This JDA is irrevocable in nature and the First Party shall not have any right to revoke this Joint Development Agreement.

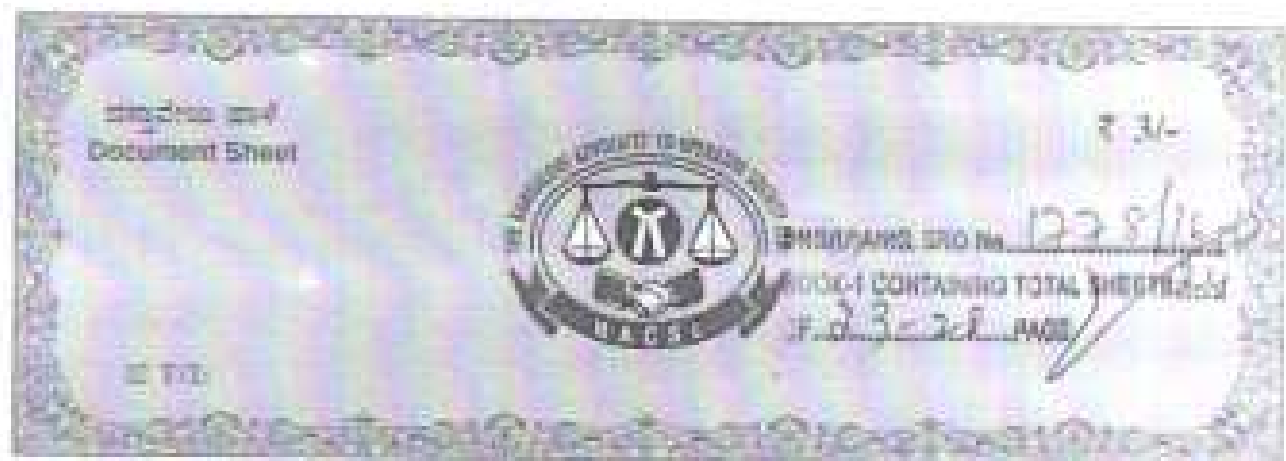
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For Nambiar Builders Pvt.^l Ltd.

[Signature]
Director



28 PAYMENT OF STAMP DUTY AND REGISTRATION CHARGES:

The stamp duty and registration charges in respect of the registration of this Agreement, Powers of Attorney, as well as any documentation pertaining to the Project shall be borne by the Developer.

29 DISPUTE RESOLUTION:

The Parties hereto agree that in the event of there being any disputes between the Parties with regard to this Agreement or interpretation of any of the terms of this Agreement, except as set out in Clause hereinafter (each a "Dispute"), the same shall be referred to arbitration in terms hereof and the arbitration shall be conducted as follows:

- All proceedings in any arbitration shall be conducted in English.
- The Dispute shall be referred to a panel of three (3) arbitrators; Owner shall appoint one (1) arbitrator, the Developer shall appoint one (1) arbitrator and the third arbitrator shall be appointed by the two (2) arbitrators nominated as above.
- The arbitral award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.
- The arbitral tribunal may award to a Party that voluntarily pays all or part of its costs and reasonable expenses (including reasonable fees of its counsel).
- The seat of such arbitral tribunal shall be in Bangalore, and
- The arbitral proceedings shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactment thereof for the time being in force.

For Rambler Builders Pvt. Ltd.

T. V. R. R. R.
Babu
Mangala R. Mangala R.
23/02/2015

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30 MISCELLANEOUS:

30.1 Notices

- (a) Except as otherwise expressly provided therein, all notices and other communications provided for hereunder shall be in writing and shall be transmitted (i) by postage, pre-paid registered mail or by internationally-recognized courier service; or (ii) by facsimile transmission or by cable with confirmation copies to be sent by mail, to the Parties herein;
- (b) All Parties may from time to time change their address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than ten (10) days' prior written notice.

30.2 Language

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

30.3 Jurisdiction

Subject to Clause hereinafter, the Court in Bangalore alone shall have jurisdiction over this Agreement.

30.4 Amendment or Waiver

- (a) Neither this Agreement nor any of the terms hereof may be amended, changed, varied, discharged or terminated unless such amendment, change, waiver, discharge or termination is in writing signed by all of the Parties herein.
- (b) No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or preclude the right of such Party to require performance of the same provision and any waiver or acquiescence by any Party of any breach of any provision of

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For Hamstar Builders Pvt. Ltd.

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Director



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 SHEET NO. 28 PAGE 1

II. ENTIRE AGREEMENT

III. HEADINGS

18. CUSTODY OF AGREEMENT

14. DELAY AND FORCE MATURE.

34.2 The Developer shall be entitled to an extension of time for the completion of the Project upon the occurrence of a Force Majeure event. In this Agreement, "Force Majeure" means any act, event or circumstance or a combination of acts, events and

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For Maryland: David P. ...

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Page 28

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circumstances, referred to below, which are beyond the reasonable control of the Developer and not brought about at the instance of the Developer and which the Developer could not have prevented by Good Industry Practice or by the exercise of reasonable skill and care in relation to the construction of any facilities, and which, or any consequences of which actually prevent, hinder or delay in whole or in part the performance by the Developer of its obligations under this Agreement.

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

- (i) lightning, earthquake, tempest, cyclone, hurricane, whirlwind, storm, flood, land slide, and erosion, subsidence, drought or lack of water, and other unusual or extreme adverse weather or environmental conditions or actions of the elements, meteors or objects falling from aircraft or other aerial devices, fire or explosion, chemical or radioactive contamination or ionising radiation (excluding circumstances where the source or cause of the explosion or contamination or radiation is brought or has been brought onto or near the Schedule Property by the Developer or those employed or engaged by the Developer unless it is or was essential for the construction or operation of any part of the Project);
- (ii) any accidental loss of or damage to cargo in the course of transit caused by any of the other incidents listed in this Schedule, where such cargo was intended to be utilised for the Project;
- (iii) loss of or serious accidental damage to the Project for any reason beyond the control of the Developer;
- (iv) epidemic;
- (v) act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy; blockade, embargo, revolution, riot, bombs or civil commotion;
- (vi) sabotage, terrorism or the imminent threat of such acts;
- (vii) Act of God;
- (viii) Government action or delay;
- (ix) Orders passed by Courts or Tribunals;
- (x) change in law; or

T. N. S. S. S. S.

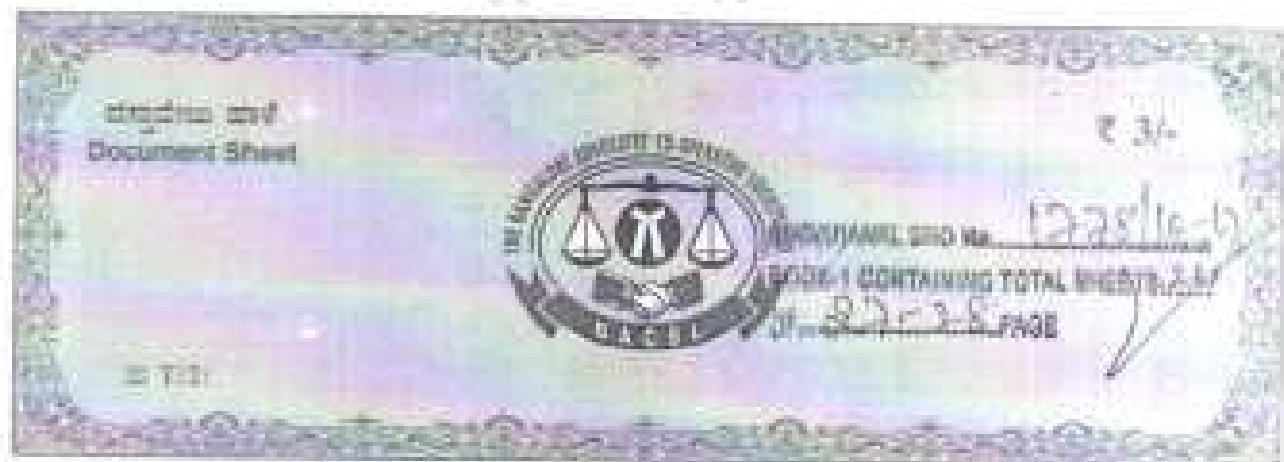
Manjula N

Manjula N

23.07.2017

For Nambiar Builders Pvt. Ltd.

Director



(vi) Any act, event or circumstance of a nature analogous to the foregoing.

SCHEDULE (i) PROPERTY

All that piece and parcel of the residentially converted land measuring 24 Guntas, in Survey number 115/1, situated at Narayanaghatta Village, Sarapuru Hobli, Anchal Taluk, Bangalore and bounded on;

East	West	North	South
Sr No 115/2	Sr No 116/3	Sr No 67	Sr No 115/9

SCHEDULE (ii) PROPERTY

All that piece and parcel of the residentially converted land measuring 1 Acre 11 Guntas, in Survey number 116/3, situated at Narayanaghatta Village, Sarapuru Hobli, Anchal Taluk, Bangalore and bounded on;

East	West	North	South
Sr No 115/1	Sr No 116/2	Nala	Sr No 117

SCHEDULE (iii) PROPERTY

All that piece and parcel of the residentially converted land measuring 35 Guntas, in Survey number 22/1, situated at Narayanaghatta Village, Sarapuru Hobli, Anchal Taluk, Bangalore and bounded on;

East	West	North	South
Sr No 23	Singhena Agrahara village boundary & Road	Sr No 24	Sr No 22/1 & 22/2

SCHEDULE (iv) PROPERTY

All that piece and parcel of the residentially converted land measuring 2 Acres 20 Guntas out of 2 Acres 25 Guntas, in Survey number 24, situated at Narayanaghatta Village, Sarapuru Hobli, Anchal Taluk, Bangalore and bounded on;

East	West	North	South
Sr No 25 & 23	Singhena Agrahara village boundary	Singhena Agrahara village boundary	Sr No 22

T. N. S. S. S.

Mangala N

Mangala N
22/05/2023

For Narasimha Builders Pvt. Ltd.

[Signature]
Director

ENCLOSURE NO. 1228/1005
PITING-1 CONTAINING TOTAL SHEET
OF 222 PAGE

WINE&SPIRITS

WITNESSES
Rajy. (B. Vasabhadra)
Girish Chandra
Jyoti P. Jha
Surya B.
Nitya S.
Yadavacharya,
Jha P., Attila Hall
Surya B.

1. INTRODUCTION

Z. L. NAJFENTRA BADI

2. MATERIALS

4. MASTER. KUSHAL REDDY
5. MASTER. HEMANTH REDDY
No. 4 and 5 represented by his
guardian mother Smt. N. Manjula

Publication Services:
 Intoxica, # 37/A, 2nd Floor,
 Naradima Nigra,
 Behind Hotel Lanka Palace,
 LAL, Air Port Road, Bangalore.

G. BRUNDILAYATHI
OWNER/FIRST PARTY

For Hamburger Builders, Pvt. Ltd.

FOR M/S. NAMPAH BUILDERS PVT LTD
ITS DIRECTOR
RATHERSHI NAMPAH
DEVELOPER