

தமிழ்நாடு तमिलनाडु TAMILNADU Rs.1000/-

BG 234156

25-12-24

SAMBAVI HOMES AND INFRACTURE INDIA PRIVATE LIMITED CHENNAI-600035

க. சத்தியநாராயணன்,M.Com.,
முத்திரைத்தாள் விற்பனையாளர்
உரிமை.எண்:11/2021/KGI
செல்லம்பட்டி, போச்சம்பள்ளி வட்டம், தமிழ்நாடு

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Hosur on this the Twenty-fifth Day of December, Two Thousand Twenty-Four (25-12-2024)

BETWEEN

Mrs. MEENA P GANGAWANI, aged about 62 years, (Aadhaar No. 8077 8569 0715, Income Tax PAN: AFLPG9668Q and Mobile No. 9538134441) Wife of Prakash L Gangawani, residing at No. 29, Annapurna, 2nd Cross, 2nd Mian, T.P. Venugopal Layout, Opp. CBI Road, Ganga Nagar, Bangalore North, R.T. Nagar, Bangalore – 560032, Karnataka

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER



தமிழ்நாடு तमिलनाडु TAMILNADU Rs.1000/-

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செல்லம்பட்டி, போச்சம்பள்ளி வட்டம், தமிழ்நாடு

Hereinafter referred to and called as the **"OWNER/VENDOR"**

(which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART;**

AND

M/s. SAMBHAV HOMES AND INFRASTRUCTURE INDIA PRIVATE LIMITED (CIN: U74900TN2010PTC076218 and PAN: AAOCS4601G), having its registered office at No. 672, Anna Salai, Ground Floor, Temple Towers, Nandanam, Chennai – 600035, Tamil Nadu, represented by its Director Mr. SHIVANANDA VIRUPAXAPPA KADAGAD aged about 56 years, (Aadhaar No.

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER



தமிழ்நாடு तमिलनाडु TAMILNADU Rs1000/-

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SAMBARI HOMES AND
INFRACTURE INDIA
PRIVATE LIMITED
CHENNAI-600035

25-12-24

க. சத்தியநாராயணன், M.Com.,
முத்திரைத்தாள் விற்பனையாளர்
உரிமை.எண்:11/2021/KGI
செல்லம்பட்டி, போச்சம்பள்ளி வட்டம், தமிழ்நாடு

2551 2724 7828 & Mobile No. 9535496365) Son of Virupaxappa Kadagad, residing at No. G-06, Gangothri Apartment, No. 26, 10th Cross, Kodihalli, HAL 2nd Stage, Bangalore – 560008, Karnataka,

Hereinafter referred to and called the **'DEVELOPER';**

(which terms or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include its Directors, Successors-in-Office, agents, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

WHEREAS, the Agricultural Dry lands bearing **Sy. No. 222/3A1**, Dry extent **Hect.1.77.0 (Ac.4.37 cents)**, Asst. Rs.1.92, **Sy. No. 222/3B1**, Dry extent **Hect.0.81.5 (Ac.2.01 cents)**, Asst. Rs.0.89 and **Sy. No. 223**, Dry extent **Hect.0.33.0 (Ac.0.82 cents)**, Asst. Rs.0.36 of **NALLUR Village** in Hosur Taluk, belonging to the

For Sambhav Homes And Infrastructure
(India) Private Limited

Director

OWNER

DEVELOPER



தமிழ்நாடு तमिलनाडु TAMILNADU Rs 1000/-

BG 234159

SAMBAVA HOMES AND
25-12-24 INFRACTURE INDIA
PRIVATE LIMITED
CHENNAI - 600035

க. சத்தியநாராயணன், M.Com
முத்திரைத்தாள் விற்பனையாள
உரிமை.எண்:11/2021/KGI
செல்லம்பட்டி, போச்சம்பள்ளி வட்டம், தமிழ்நா

OWNER as her separate and self-acquired property, having been purchased by her under two registered Sale Deeds dated 17th day of September 1999, which has been registered as **Document Nos. 3477/1999 and 3478/1999** of Book 1 in the Office of the Sub Registrar of Hosur. Thus, the property is in the legal, physical and continues enjoyment of the OWNER and thus the said property is legally and lawfully in the possession and enjoyment of the OWNER in her own right from the date of registration.

WHEREAS, the OWNER above named with intention of making layout of residential sites on the lands purchased and has obtained the approval of the layout from the Hosur New Town Development Authority as per Approval No. M.V/ O.P.N.V.Ku/ (Ki.Ma) SWP No: 21/2023 and MV/Thi.A/O.P.N.V.Ku/(Ki.Ma) SWP No: 08/2023.

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER



தமிழ்நாடு तमिलनाडु TAMILNADU Rs 1000/- BG 234160

SAMBAVI HOMES AND INFRACTURE INDIA PRIVATE LIMITED CHENNAI - 600035

25-12-24

க. சத்தியநாராயணன், M.Com.,
முத்திரைத்தாள் விற்பனையாளர்
உரிமை.எண்:11/2021/KGI
செல்லம்பட்டி, போச்சம்பள்ளி வட்டம், தமிழ்நாடு

NOW THIS AGREEMENT WITHNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

ARTICLE – I: DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with: -

1.1 **OWNER** shall mean the aforesaid Mrs. Meena P Gangawani and her respective legal representatives, legal heirs, administrators, executors and assigns.

1.2 **DEVELOPER**: shall mean and include the above-named company M/s. Sambhav Homers and Infrastructure India Private Limited and its Directors, Successors-in-Office,

For Sambhav Homes And Infrastructure (india) Private Limited

Director

Meena.P.

OWNER DEVELOPER

agents, executors, administrators, legal representatives and assigns.

1.3 **TITLE DEEDS**: shall mean all the documents of title relating to the said land and premises including approval of layout plan which shall be handed over and/or handed over in original to the Developer at the time of execution of this agreement.

1.4 **PREMISES/PROPERTY**: shall mean ALL THAT piece and parcel of land as described in the Schedule "A" of this deed described herein below available but excluding the area of land gifted for Roads, Parks and TANGEDCO.

1.5 **RESIDENTIAL PLOTS**: shall mean the residential sites/plots of different dimensions formed and to be formed in the Schedule 'A' Property as per approved plan sanctioned for development by Hosur New Town Development Authority.

1.6 **COMMON AREA FACILITIES AND AMENITIES**: shall mean and include, roads and parks formed in "A' Schedule with entry gate etc., passage ways, drive ways, tube well, overhead water tank, sump tank, electrical connections, services ducts, rain water and sewerage drainage ducts, water pump and motor and all other facilities which are attached / to be attached with the proposed layout of residential sites / plots for better enjoyment as mutually agreed by and between the Owners and the Developer.

1.7 **SALEABLE SPACE**: shall mean the individual demarked sites /plots areas developed and to be developed of different dimensions as per approval received from Hosur New Town Development Authority available for independent use and occupation of the self-contained residential site/plot by the buyers of such sites/plots.

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER

1.8 **LAYOUT OF RESIDENTIAL SITES PLAN**: shall mean the approved development plan for formation of residential sites / plots from the Hosur New Town Development Authority as per Approval No. M.V/ O.P.N.V.Ku /(Ki.Ma) SWP No: 21/2023 & MV/Thi.A/O.P.N.V.Ku/(Ki.Ma) SWP No: 08/2023.

1.9 **OWNERS' ALLOCATION**: shall be 25.01% of Developed Saleable Sites Area i.e. equivalent to Dry Extent Hec.0.41.99 of Developed Saleable Sites Area and the following are such sites identified and allotted to the share of the OWNER:

Sl. No.	Survey No.	Sub-Division Sy. No.	DTCP Approved Plot No.	Patta No.	Dry Extent (in Hec.)
1	222/3A1	222/62	6	9526	0.01.38
2	222/3A1	222/63	7	9528	0.01.39
3	222/3A1	222/69	14	9562	0.01.11
4	222/3A1	222/73	17	9536	0.01.38
5	222/3A1	222/74	18	9537	0.01.39
6	222/3A1	222/75	19	9538	0.01.39
7	222/3A1	222/76	20	9539	0.01.39
8	222/3A1	222/78	22	9541	0.02.01
9	222/3A1	222/82	26	9545	0.01.11
10	222/3A1	222/81	27	9544	0.01.11
11	222/3A1	222/80	28	9543	0.01.11
12	222/3A1	222/79	29	9542	0.01.10
13	222/3A1	222/86	30	9550	0.01.10
14	222/3A1	222/87	31	9551	0.01.11
15	222/3A1	222/88	32	9552	0.01.11
16	222/3A1	222/101	42	9580	0.00.55
17	222/3A1	222/100	43	9579	0.00.56
18	222/3A1	222/93	50	9558	0.01.11
19	222/3A1	222/107	51	9570	0.00.82
20	222/3B1	222/121	51	9570	0.00.28
21	222/3B1	222/146	76	9660	0.01.10
22	222/3B1	222/161	85	9647	0.00.13

For Sambhav Homes And Infrastructure
(India) Private Limited

Director

Meeher. P.
OWNER

DEVELOPER

23	223	223/2	85	9647	0.00.69
24	222/3B1	222/160	86	9645	0.00.79
25	223	223/1	86	9645	0.00.34
26	223	223/15	108	9827	0.01.09
27	223	223/16	109	9828	0.00.76
28	222/3A1	222/35	135	9516	0.01.39
29	222/3A1	222/36	136	9527	0.01.38
30	222/3A1	222/27	139	9482	0.01.11
31	222/3A1	222/26	140	9481	0.01.11
32	222/3A1	222/25	141	9480	0.01.11
33	222/3A1	222/24	142	9479	0.01.11
34	222/3A1	222/23	143	9478	0.01.85
35	222/3A1	222/19	148	9473	0.01.39
36	222/3A1	222/20	149	9474	0.01.39
37	222/3A1	222/21	150	9475	0.01.39
38	222/3A1	222/22	151	9476	0.01.38
	Total Developed Saleable Sites Area				**0.41.99**

1.10 **DEVLOPERS'/PROMOTERS' ALLOCTION:** shall be 74.99% of Developed Saleable Sites Area i.e. equivalent to Dry Extent Hec.1.25.93 of Developed Saleable Sites Area and the following are such sites identified and allotted to the share of the DEVELOPER/PROMOTER after providing the OWNERS' allocation:

Sl. No.	Survey No.	Sub-Division Sy. No.	DTCP Approved Plot No.	Patta No.	Dry Extent (in Hec.)
1	222/3A1	222/7	159	9491	0.01.58
2	222/3A1	222/8	158	9492	0.01.11
3	222/3A1	222/9	157	9493	0.01.11
4	222/3A1	222/10	156	9494	0.01.11
5	222/3A1	222/11	155	9495	0.01.11
6	222/3A1	222/12	154	9496	0.01.11

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER

7	222/3A1	222/13	153	9467	0.01.11
8	222/3A1	222/14	152	9468	0.01.10
9	222/3A1	222/15	144	9469	0.01.59
10	222/3A1	222/16	145	9470	0.01.39
11	222/3A1	222/17	146	9471	0.01.39
12	222/3A1	222/18	147	9472	0.01.39
13	222/3A1	222/28	138	9483	0.01.11
14	222/3A1	222/29	137	9484	0.01.10
15	222/3A1	222/30	130	9485	0.01.92
16	222/3A1	222/31	131	9486	0.01.39
17	222/3A1	222/32	132	9487	0.01.39
18	222/3A1	222/33	133	9489	0.01.39
19	222/3A1	222/34	134	9490	0.01.39
20	222/3A1	222/37	129	9530	0.01.86
21	222/3A1	222/38	128	9531	0.01.11
22	222/3A1	222/39	127	9532	0.01.11
23	222/3A1	222/40	126	9533	0.01.11
24	222/3A1	222/41	125	9534	0.01.11
25	222/3A1	222/42	124	9535	0.01.10
26	222/3A1	222/43	119	9506	0.01.93
27	222/3A1	222/44	120	9507	0.01.11
28	222/3A1	222/45	121	9508	0.01.11
29	222/3A1	222/46	122	9509	0.01.11
30	222/3A1	222/47	123	9510	0.01.10
31	222/3A1	222/48	118	9511	0.01.23
32	222/3A1	222/49	117	9512	0.00.56
33	222/3A1	222/50	116	9513	0.00.56
34	222/3A1	222/51	115	9514	0.00.56
35	222/3A1	222/52	114	9515	0.00.56
36	222/3A1	222/53	113	9517	0.01.10
37	222/3A1	222/54	110	9518	0.01.29
38	222/3A1	222/55	111	9519	0.01.11
39	222/3A1	222/56	112	9520	0.01.10
40	222/3A1	222/57	5	9521	0.01.10
41	222/3A1	222/58	4	9522	0.01.11
42	222/3A1	222/59	3	9523	0.01.11
43	222/3A1	222/60	2	9524	0.01.11

For Sambhav Homes And Infrastructure
(India) Private Limited

Director

OWNER

DEVELOPER

44	222/3A1	222/61	1	9525	0.01.43
45	222/3A1	222/64	8	9529	0.01.39
46	222/3A1	222/65	9	9546	0.01.39
47	222/3A1	222/66	10	9557	0.02.07
48	222/3A1	222/67	16	9560	0.01.10
49	222/3A1	222/68	15	9561	0.01.11
50	222/3A1	222/70	13	9563	0.01.11
51	222/3A1	222/71	12	9564	0.01.11
52	222/3A1	222/72	11	9565	0.01.19
53	222/3A1	222/77	21	9540	0.01.39
54	222/3A1	222/83	25	9547	0.01.11
55	222/3A1	222/84	24	9548	0.01.11
56	222/3A1	222/85	23	9549	0.01.21
57	222/3A1	222/89	33	9553	0.01.11
58	222/3A1	222/90	34	9554	0.01.11
59	222/3A1	222/91	35	9555	0.01.11
60	222/3A1	222/92	36	9556	0.01.59
61	222/3A1	222/94	49	9559	0.00.56
62	222/3A1	222/95	48	9566	0.00.56
63	222/3A1	222/96	47	9575	0.00.56
64	222/3A1	222/97	46	9576	0.00.56
65	222/3A1	222/98	45	9577	0.00.56
66	222/3A1	222/99	44	9578	0.00.56
67	222/3A1	222/102	41	9581	0.00.52
68	222/3A1	222/103	40	9582	0.00.48
69	222/3A1	222/104	39	9567	0.00.43
70	222/3A1	222/105	38	9568	0.00.37
71	222/3A1	222/106	37	9569	0.00.55
72	222/3A1	222/108	52	9571	0.00.66
73	222/3A1	222/109	53	9572	0.00.45
74	222/3A1	222/110	54	9573	0.00.24
75	222/3A1	222/111	55	9574	0.00.04
76	222/3B1	222/115	42	9580	0.00.01
77	222/3B1	222/116	41	9581	0.00.04
78	222/3B1	222/117	40	9582	0.00.08
79	222/3B1	222/118	39	9567	0.00.13
80	222/3B1	222/119	38	9568	0.00.19

For Sambhav Homes And Infrastructure
(India) Private Limited

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OWNER

DEVELOPER

81	222/3B1	222/120	37	9569	0.00.67
82	222/3B1	222/122	52	9571	0.00.45
83	222/3B1	222/123	53	9572	0.00.66
84	222/3B1	222/124	54	9573	0.00.87
85	222/3B1	222/125	55	9574	0.01.07
86	222/3B1	222/126	56	9586	0.01.11
87	222/3B1	222/127	57	9587	0.01.11
88	222/3B1	222/128	58	9588	0.02.05
89	222/3B1	222/129	75	9589	0.00.86
90	222/3B1	222/130	74	9591	0.00.44
91	222/3B1	222/131	73	9592	0.00.44
92	222/3B1	222/132	72	9593	0.00.44
93	222/3B1	222/133	71	9594	0.00.44
94	222/3B1	222/134	70	9595	0.00.44
95	222/3B1	222/135	69	9596	0.00.44
96	222/3B1	222/136	68	9597	0.00.44
97	222/3B1	222/137	67	9598	0.00.44
98	222/3B1	222/138	66	9599	0.00.44
99	222/3B1	222/139	65	9600	0.00.44
100	222/3B1	222/140	64	9602	0.00.44
101	222/3B1	222/141	63	9603	0.00.44
102	222/3B1	222/142	62	9635	0.00.44
103	222/3B1	222/143	61	9646	0.00.44
104	222/3B1	222/144	60	9657	0.00.44
105	222/3B1	222/145	59	9659	0.01.40
106	222/3B1	222/147	77	9661	0.01.11
107	222/3B1	222/148	78	9662	0.01.11
108	222/3B1	222/149	79	9663	0.01.11
109	222/3B1	222/150	80	9664	0.01.11
110	222/3B1	222/151	81	9636	0.01.11
111	222/3B1	222/152	82	9637	0.01.11
112	222/3B1	222/153	83	9638	0.01.11
113	222/3B1	222/154	84	9639	0.02.22
114	222/3B1	222/155	91	9640	0.01.32
115	222/3B1	222/156	90	9641	0.01.11
116	222/3B1	222/157	89	9642	0.01.11
117	222/3B1	222/158	88	9643	0.01.11

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Director

OWNER

DEVELOPER

118	222/3B1	222/159	87	9644	0.01.11
119	222/3B1	222/162	92	9648	0.01.39
120	222/3B1	222/163	93	9649	0.01.11
121	222/3B1	222/164	94	9650	0.00.94
122	222/3B1	222/165	95	9651	0.00.32
123	222/3B1	222/166	105	9652	0.00.85
124	222/3B1	222/167	104	9653	0.00.42
125	222/3B1	222/168	103	9654	0.00.40
126	222/3B1	222/169	102	9655	0.00.04
127	222/3B1	222/170	106	9656	0.01.38
128	222/3B1	222/171	107	9658	0.00.47
129	223	223/3	94	9650	0.00.17
130	223	223/4	95	9651	0.00.79
131	223	223/5	96	9832	0.01.11
132	223	223/6	97	9833	0.00.82
133	223	223/8	103	9654	0.00.02
134	223	223/9	102	9655	0.00.38
135	223	223/10	101	9823	0.00.42
136	223	223/11	100	9824	0.00.42
137	223	223/12	99	9825	0.00.42
138	223	223/13	98	9826	0.00.61
139	223	223/14	107	9658	0.00.61
	Total Developed Saleable Sites Area				**1.25.93**

1.11 **TRANSFER:** shall mean and includes transfer by delivery of possession as per present customs or by any other means adopted by the Developer for effecting transfer of the proposed residential sites / plots to the intending purchasers thereof against valuable consideration.

ARTICLE – II: COMMEENCEMENT & DURATION

2.1 This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter

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Director

OWNER DEVELOPER

sale out of all residential sites / plots to the intending purchasers and also after delivery of possession to the sites / plots owners and land owners and after formation of the residential layout of sites/plots owners' Association, if required, this Development Agreement will be coming to an end.

ARTICLE – III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

3.1 The OWNER hereby declare that she is the single and absolute OWNER of the Schedule 'A' Property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrance's charges, attachments, acquisition or requisition whatsoever or howsoever and the OWNER has good and marketable title over the said lands.

3.2 That the OWNER hereby agreed that she will not grant lease, mortgage, charge or encumber the Schedule 'A' Property in any manner whatsoever during the existing/substance of this agreement as well as during the formation of residential sites / plots without prior written consent of the Developer and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Authority Concern.

For Sambhav Homes And Infrastructure
(India) Private Limited

Director

OWNER

DEVELOPER

3.3 That the OWNER being already obtained the approval of the layout from the Hosur New Town Development Authority has agreed to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment and development of residential layout over the Schedule 'A' Property and also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the OWNER herein.

3.4 That the OWNER hereby handed over all the Photostat copy and/or Original of all the Deeds and documents to the DEVELOPER at the time of execution of this Agreement.

3.5 That the OWNER hereby giving exclusive license to the DEVELOPER to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the DEVELOPER to enter into agreement for sale, lease, transfer, mortgage and to dispose of the DEVELOPERS' Allocation together with right to assignment of all the rights title interest of this agreement to any third party and the OWNER will give necessary consent for betterment of this project without raising any objection to that effect save and expect the OWNERS' Allocation as mentioned.

For Sambhav Homes And Infrastructure
(India) Private Limited

Director

Meeta P.
OWNER

DEVELOPER

3.6 The OWNER hereby agree to execute a Registered Development Power of Attorney in favour of the DEVELOPER or its nominated person/s in respect of the DEVELOPERS' Allocation and also for the purpose of addition, alteration, revision of the sanctioned development plan and completion of the work as per Agreement and also to sign on the Deed on or behalf of the OWNER and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who have authority to register the Deed of Transfer and other documents.

3.7 The OWNER hereby undertakes not to do any act, deeds or things by which the DEVELOPER may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the DEVELOPERS' Allocation.

3.8 The OWNER has delivered the Schedule 'A' Property to the DEVELOPER to carry out development activities immediately on obtaining the approval of the layout from the Hosur New Town Development Authority and now the DEVELOPER has already completed the site formation works and accordingly the DEVELOPER has handed over the possession of the Developed Salable Sites Area to the OWNER as detailed above under OWNERS' ALLOCATION and the OWNWR hereby confirms that she has taken the physical possession of the residential sites allocated to her as per agreed terms.

For Sambhav Homes And Infrastructure (India) Private Limited
Director

For Sambhav Homes And Infrastructure (India) Private Limited
Director

Meehan P.

Meehan P.

Meehan P.
OWNER

DEVELOPER

3.9 The OWNER hereby agreed and confirms that she has no objection in the DEVELOPER retaining their Allocation of Sites as detailed in DEVELOPERS' / PROMOTERS' ALLOCATION as the layout is already formed. The OWNER further confirms that, she has no objection in DEVELOPER selling their allocated sites to anyone DEVELOPER deems fit and register the same in favour of the intending purchaser or purchasers of the DEVELOPERS' Allocation.

ARTICLE – IV:

DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

4.1 The DEVELOPER hereby agreed to complete the formation of residential layout of sites/plots over the Schedule 'A' Property as per plan as sanctioned by Hosur New Town Development Authority/Municipal corporation/Panchayat Concern with due modification or amendment of the sanction plan as made or caused to be made if any.

4.2 The DEVELOPER hereby declares to take care of the local hazards or accident during the formation of layout of residential sites/plots and the OWNER shall have no liability to that effect.

4.3 As the OWNER has already taken delivery and physical of residential sites/plots of the OWNERS' Allocation and the DEVELOPER shall be entitled to transfer the DEVELOPERS' / PROMOTERS' Allocation without any further notice.

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Director

OWNER

DEVELOPER

ARTICLE – V: CONSIDERATION & PROCEDURE

5.1 In consideration of the formation of residential layout of sites/plots by the DEVELOEPR of the OWNERS' Allocation in the project, the DEVELOPER is entitled to get remaining sites/plots in the residential layout as per the DEVELOPERS'/PROMOTERS' ALLOCATION.

ARTICLE – VI: COMMON FACILITIES

6.1 The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the sites/plots accruing due on and from the date of execution of the agreement or before and after handing over the possession of the sites/plots to all the purchasers.

6.2 The common facilities provided in the project are used by all the sites/plots owners who purchase the sites/plots either from the OWNER or from the DEVELOPER.

ARTICLE – VII: COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED RESIDENTIAL LAYOUT SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE LAYOUT WHICH ARE FOLLOWS: -

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Director

OWNER

DEVELOPER

7.1 Neither party shall use or permit to the use of the respective allocation of sites / plots or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupies in the project.

7.2 Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.

7.3 The respective allotee or their transferees shall keep the sites/plots. sewers, drains pipes and other fittings and fixtures and appurtenances etc. in each of their respective allocations in the residential layout in good working conditions and repair.

7.4 No goods or other items shall be kept by either party or their transferees for display or otherwise in the common area in layout or other place of common use in the layout and no hindrance shall be caused in any manner in the free movement of users of roads and other places of common use in the layout.

7.5 Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be

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Director

OWNER DEVELOPER

thrown or accumulated in or about be residential layout or in the compounds corridors or any other portion or portions of the residential layout.

ARTICLE – VIII: MISCELLANEOUS

8.1 The OWNER and DEVELOPER hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.

8.2 It is agreed that the name of the project shall be '**SAMBHAV'S SHIZEN VALLEY**' and which will not be changed and/or altered at any time.

8.3 As and from the date of getting the Completion Certificate of the formation of residential layout the DEVELOEPR and/or its transferees and the OWNER and/or her transferees shall be liable to pay and bear proportionate charges on account of ground rents and property taxes and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.

8.4 The residential layout of sites / plots to be formed by the DEVELOEPR shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.

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Director

OWNER

DEVELOPER

ARTICLE – IX: FORCE MAJEURE

9.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE – X: ARBITRATION CLAUSE

10.1 It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the formation of layout of residential sites/plots flats and/or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

SCHEDULE 'A' PROPERTY

Krishnagiri District, Krishnagiri Registration District, Hosur Sub Registration, Hosur Taluk, **NALLUT VILLAGE** bearing

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER

(1) SURVEY No. 222/3A1, Dry Ext. Hec.1.77.0, Asst. Rs.1.92, Ac.4.37, Full Land

(2) SURVEY No. 222/3B1, Dry Ext. Hec.0.81.5, Asst. Rs.0.89, Ac.2.01, Full Land

(3) SURVEY No. 223 Dry Ext. Hec.0.33.0, Asst. Rs.0.36, Ac.82, Full Land

So all together in the aforesaid three survey numbers making a total extent of **Ac.7.20** have made a layout of residential sites in the name and styke of '**SAMBHAV'S SHIZEN VALLEY'** and have obtained the approval of the layout from the Hosur New Town Development Authority, Hosur.

(SPECIFATION OF FORMATION LAYOUT OF RESIDENTIAL SITES / PLOTS

Roads: 30 Feet & 40 Feet wide RCC Road with Footpaths on both sides

Footpaths: 5 Feet wide Footpaths with concrete pavers

Underground Concealed Services: Centralized Water Supply, Underground Electrical, Data Conduits, Storm Water Pipe Drains and Sewerage Water Drainage System

Clubhouse with Party Hall, Swimming Pool with Deck Area, Well Equipped Gym, Yoga Center

Park with Landscape Area

For Sambhav Homes And Infrastructure (India) Private Limited

Director

OWNER

DEVELOPER

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

Witnesses :

1.

Deepak Bajaj
#24, 2nd Cross
T.P. Venugopal Layout
CSI Road Vengenapur
Blr - 560032

2.

(Shashikanth Dongre)
DRAFTED BY:

Meeraf
OWNER

For Sambhav Homes And Infrastructure
(India) Private Limited
Director

DEVELOPER

For Sambhav Homes And Infrastructure
(India) Private Limited
Director

OWNER

DEVELOPER