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ಈ ದಾಸ್ತಾವೇಜು.....ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದೆ
ನೀ ಪುಸ್ತಕದ 6783 ನೇ ದಾಸ್ತಾವೇಜಿನ.....ನೇ ಪುಟ

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement is made and executed on this 01st day of September, Two Thousand and Twenty-Three (01/09/2023) at Nelamangala ("Agreement"):

BY AND BETWEEN:

M/s. Mythreyi Infra Spaces LLP,
A Limited Liability Partnership, (LLP: ACA-1975),
Having its registered office at No. 152, 20th Main,
12th Cross, J P Nagar, 2nd Phase, Bengaluru 560 078.
Represented by its Designated Partner Mr. B. K. Rajendran
PAN: ABWFM6357K
Aadhar No: 5872 2281 1546.

hereinafter referred to as "Owner", (which expression shall, unless repugnant to the context, mean and include all its successors-in-office, administrators, executors and assigns) of the **FIRST PART;**

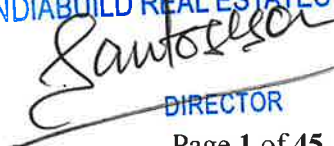
AND

M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED,
a Company incorporated under the Companies Act, 2013 and
having its Registered Office at No.6/ A, 2nd Floor
"Kabra Excelsior", 7th Cross, 1st Block, Koramangala,
Bangalore - 565 003,
represented by its Director
Mr. Santosh Kumar Soni.
PAN: AADCI8510P
CIN No: U70100KA2015PTC080271
Aadhar: 8286 6215 2142

hereinafter referred to as 'Developer', (which expression shall, unless repugnant to the context, mean and include all its successors-in-office, administrators, executors and assigns) **OF THE SECOND PART.**

For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

DIRECTOR
Page 1 of 45



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .Santosh Kumar Soni ಇವರು

₹32,00,617.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	32,00,617.00	Online Challan Reference Number RG0923000002610162CJ Dated:01/09/2023
Total:	32,00,617.00	

ಸ್ಥಳ : ನೆಲಮಂಗಲ

ದಿನಾಂಕ: 01/09/2023

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ನೆಲಮಂಗಲ
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನೆಲಮಂಗಲ

For MYTHREYI INFRA SPACES LLP

Designated Partner



ಮೇಲ್ಕಂಡ ನೋಂದಣಿ ಸಂಖ್ಯೆ

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- NMG-1-06783-2023-24

ನಿಲಮಂಗಲ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01/09/2023 ರಂದು 03:27:44 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	16,00,308.00
2	ಸೇವಾ ಶುಲ್ಕ	2,030.00
3	ನಕಲು ನೋಂದಣಿ ಶುಲ್ಕ	200.00
	ಒಟ್ಟು	16,02,538.00

M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .Santosh Kumar Soni ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .Santosh Kumar Soni , , 46, Resident of: , No.6/A, 2nd Floor "Kabra Excelsior", 7th Cross, 1st Block, Koramangala, Bangalore - 565 003, , Bengaluru South, BENGALURU URBAN, KARNATAKA - 565003 (Presenter)		 Left Thumb	 DIRECTOR

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ನಿಲಮಂಗಲ
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನಿಲಮಂಗಲ

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .Santosh Kumar Soni , , 46, Resident of: , No.6/A, 2nd Floor "Kabra Excelsior", 7th Cross, 1st Block, Koramangala, Bangalore - 565 003, , Bengaluru South, BENGALURU URBAN, KARNATAKA - 565003 (Claimant)		 Left Thumb	 DIRECTOR
2	M/s. Mythreyi Infra Spaces LLP, is Rep. by Mr .B. K. Rajendran , , 63, Resident of: , No. 152, 20th Main, 12th Cross, J P Nagar, 2nd Phase, Bengaluru 560 078, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560078 (Executant)		 Left Thumb	 Designated Partner

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ನಿಲಮಂಗಲ
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನಿಲಮಂಗಲ

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- E. The Developer/its group companies who is in the field of real estate development and having come to know of the intention of the owner has offered to develop the Schedule Property by developing, Residential Layout, in the form of individual sites for which the owner has agreed since the same would accrue to their benefit also hence the Owner has approached the Developer for development of the Schedule Property.
- F. In consideration of the request placed by the Owner for developing the Schedule Property, the Developer has expressed its willingness to develop the Schedule Property (owned by the Owner) into an Residential Layout, in the form of individual sites along with common amenities and facilities ("Project"), relying on the following specific representations made by the Owner, joint and severally, with respect to Schedule Property:
- i) That owner is the absolute Owner in possession of the Schedule Property, free from all encumbrances, lien, *lis pendens*, attachments, acquisitions, assignment or charge of any nature whatsoever;
 - ii) That excepting the Owner, no one else has any right, title, claim, interest or demand of any nature whatsoever over and in respect of the Schedule Property or any portion thereof, and that there is no impediment or bar for the sale/transfer/alienation/development of the Schedule Property under any law, decree or contract-oral or written;
 - iii) That the Owner have not entered into and will not enter into any other agreement or any memorandum of understanding or any other document or arrangement whatsoever for conveyance, transfer, disposal, etc., with any other person or persons in respect of the Schedule Property or any part thereof during the subsistence of this Agreement;
 - iv) That the Owner have not received any notice of attachment from any government, statutory or municipal authorities under any law in respect of the Schedule Property and there are no pending tax claims, demands or proceedings against the Owner;
 - v) That all rates, taxes, revenues and any other levies, impositions and outgoings whatsoever in respect of the Schedule Property has been paid up to date. That



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

Santosh
DIRECTOR

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SR.No	Identifier Name	Address	ಸಹಿ
1	Hemanth Kumar Bam S/o Ramsingh Bam (Identifier)	, No. 152, 20th Main, 12th Cross, J P Nagar, 2nd Phase, Bengaluru 560 078., Bengaluru South, BENGALURU URBAN, KARNATAKA - 560078	
2	Ganesh S/o Late K M Dayalan (Identifier)	, No. 152, 20th Main, 12th Cross, J P Nagar, 2nd Phase, Bengaluru 560 078., Bengaluru South, BENGALURU URBAN, KARNATAKA - 560078	

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ನೆಲಮಂಗಲ

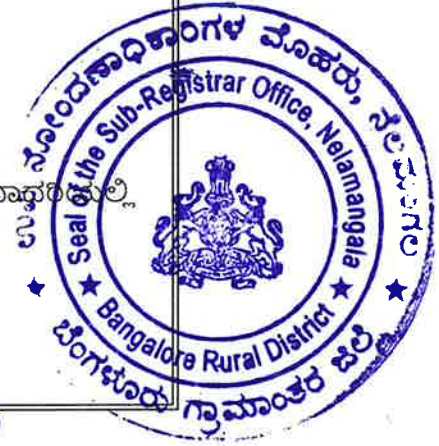
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ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನೆಲಮಂಗಲ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ NMG-1-06783-2023-24 ಆಗಿ
ದಿನಾಂಕ 01/09/2023 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯುನ್ಮಾನ ಮಹರ್ಷಿ ಮಲ್ಲಿ
ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ನೆಲಮಂಗಲ

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನೆಲಮಂಗಲ



For MYTHREYA INFRA SPACES LLP

Registered Bangalore



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 ಸೀಮಿತ ಸ್ವತ್ತಿನ ಮೇಲೆ ದಾಖಲೆ ಮಾಡುವ ಸಂದರ್ಭದಲ್ಲಿ
 ಸೀಮಿತ ಸ್ವತ್ತಿನ ಮೇಲೆ ದಾಖಲೆ ಮಾಡುವ ಸಂದರ್ಭದಲ್ಲಿ

there are no tenancy claims with regard to the Schedule Property under the Karnataka Land Reforms Act nor the Schedule Property falls under the ceiling limit stipulated under the Karnataka Land Reforms Act nor there are any pending proceedings with respect to phodi, sub-division, hissa, boundaries, possession, encroachment of Government land including but not limited to encroachment of Storm Water Drains, Water/Lake Beds, forest lands against the Schedule Property. And that all provisions of all statutes including but not limited to Karnataka Land Reforms Act and the Karnataka Land Revenue Act have been complied with and that there are no pending proceeding/s under the above Acts and that this transaction or the sale of the Schedule Property is not prohibited under the Karnataka Schedule Castes and Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 or in violation of Mysore (Personal & Miscellaneous) Inam Abolition Act, 1954. That the Owner hereby undertake to make out a clear and marketable title to the Schedule Property to the satisfaction of the Developer/its counsel and provide complete co-operation and assistance to cause intended development on the Schedule Property in favour of the Developer.

- vi) That the Developer shall be entitled to place advertisements/public notices in such newspapers as it deems to fit and proper with respect to intended Project (as defined below) on the Schedule Property;
- vii) That the Schedule Property or any part thereof is free from encumbrances including but not limited to all claims by way of conveyance, exchange, mortgage, gift, trust, inheritance, possession, easement, lease, lien, or otherwise;
- viii) That the Schedule Property is not subject to any auction, suit, proceeding, claim, arbitration or attachments, either before or after judgment;
- ix) That no nala/raja kaluve/storm water drains are cutting across the Schedule Property and no portion of the Schedule Property is an encroached land. That the boundaries of the Schedule Property are clearly demarcated and bifurcated by Government surveyor and the same synchronizes with that of the Revenue Records/Survey Records maintained in the office of the jurisdictional Tahasildhar Office and Surveyor;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

Santosh Kumar
 DIRECTOR

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- x) That no notice from the Government or any other local body or authority, including but not limited to under the Land Acquisition Act, 1894, Karnataka Industrial Areas Development Act, 1966, Income Tax Act or under any legislative enactment, order or notification (including any notice for acquisition or requisition of the Schedule Property hereby agreed to be sold or any part thereof) has been received by, or served upon the Owner or any person interested in the Schedule Property or any part thereof;
- xi) That the Schedule Property conforms to all laws, rules and regulations in force in India as applicable to the Schedule Property;
- xii) That the Owner shall be responsible for any liability/claims in connection with the Schedule Property arising from or due to any acts/deeds committed by the Owner prior to the execution of this Agreement;
- xiii) That the Owner have paid up to date property taxes, cesses and other statutory charges with regard to the Schedule Property to the concerned authorities, up to the date of this agreement.
- xiv) That the Owner subject to the other terms and conditions of this joint development agreement, shall do all such acts, deeds and things and render all possible assistance as may be necessary and expedient to facilitate the development of the Schedule Property by the Developer, including execution of an Irrevocable Power of Attorney, simultaneous with the execution of this Agreement, in favour of the Developer and/or its nominee/s and registering such Power of Attorney before the jurisdictional Sub Registrar of Assurances,.
- xv) After relinquishment of the 1) Sy.No.152/1 measuring 05 Guntas, situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, through the Relinquishment/Gift Deed dated 12/03/2019, registered as Document No. NMG-1-14005/2018-19, stored in C.D.No. NMGD512 in the office of the Sub-Registrar, Nelamangala, 2) Sy.No.153/4, measuring 8.08 Guntas, situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, through the Relinquishment/Gift Deed dated 03/03/2018, registered as Document No. NMG-1-11219/2017-18, stored in C.D.No. NMGD418 in the office of the Sub-



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

[Signature]
DIRECTOR

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement unless the context otherwise requires the following words and expressions shall have the meaning set forth below:

Words and Expression	Description/Meaning
Act	Shall mean the Real Estate (Regulation and Development) Act, 2016 read with the Karnataka Real Estate (Regulation and Development) Rules, 2017, as applicable.
Affiliate	means with respect to any Person (<i>as defined hereinafter</i>), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through Ownership of the voting securities or partnership interests, whether by contract or otherwise;
Agreement	means this Joint Development Agreement and all schedules, annexures attached hereto, in each case as they may be modified, amended or supplemented from time-to-time empowering Developer irrevocably to construct and develop the Schedule Property and for transfer of the agreed areas;
Association of Allottees or Owner' Association	shall both mean the same, to be formed by the Owner, Developer and the Allottees of the Units/Sites for the purpose of holding and maintenance of the Common Areas, the Common Amenities and Facilities of the Project;
Allottee(s)	shall mean the person/s to whom a Site/Plot has been allotted, sold, leased or otherwise transferred by the Developer & Owner in the Project



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

[Signature]
DIRECTOR

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	and includes the person who subsequently acquires the Site/Plot through sale, transfer or otherwise;
Approval(s)	means modified plan approvals, authorizations, licenses, permissions, consents, no objection certificates, to be obtained in the name of the Owner/Developer (including, for the avoidance of doubt, the Sanctioned Plan (<i>as defined hereinafter</i>) and all approvals required in connection with or pursuant to the Sanctioned Plan for the commencement of the development and construction over the Schedule Property including without limitation environmental clearances, change of land use, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental Authority (<i>as defined hereinafter</i>) whether State or Central required for purposes of commencing construction and development activity;
Applicable Laws	shall mean all laws, ordinances, statutes, rules, bye-laws, orders, decrees, injunctions, licenses, permits, approvals, authorizations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter as such are in effect as of the date hereof or as may be amended, modified, enacted or revoked from time to time hereafter;
Authority(ies)	shall mean any concerned authority that may/shall grant Approvals in connection with the Schedule Property, Development, Project and/or any matter envisaged herein including Municipal Authority, Panchayat/Local Planning Authority/ Nelamangala Planning Authority, Karnataka State Pollution Control Board, Central Pollution Control Board, Karnataka State Fire and Emergency Services, Karnataka State Forest Department, Bharat Sanchar Nigam Limited (BSNL), Airports Authority of India, Bangalore Electricity Supply Company Limited (BESCOM), Respective Water Supply and Sewage Board (WSSB), Karnataka State Electricity Board or any other Competent Authority or any other bodies and/or any other relevant statutory and/or Planning and Development Authority, Government Authorities, Ministry of Urban Development and Local or Public Bodies and Authorities and all other Authorities, Government of Karnataka and all its departments, Ministries and Functionaries, the relevant authorities, bodies and functionaries;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.
Santosh
DIRECTOR
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Adjacent Land for Development	Shall means (1) Survey Number 164/2 measuring 1 Acre 14 Guntas and (2) Survey Number 164/6 measuring 1 Acre 2 Guntas in all totally measuring 2 Acre 16 Guntas all situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bengaluru Rural District belongs to another owner which is adjacent to the Schedule Property as a single Project.
Common Area	shall collectively mean the Common Areas of the Project as defined under Section 2(n) of the Act, including but not limited to the land, parks, play areas, etc., as provided under the Act
Completion of the Project	mean the completion of all the works in the layout pursuant to the Approvals and issue of Occupancy Certificate/ Site Release Order/Final Sanction Plan by the Local Authority
Completion Certificate	shall mean the completion certificate or such other certificate, by whatever name called, issued by the Project Consultants certifying that the Project has been developed according to the Approvals and Specifications of the Project
Completion of the Project	shall mean the completion of all the work of formation of the layout and development of the Schedule Property pursuant to the Approvals and issue of the Completion Certificate by the Consultants
Consultants	shall mean the architect, engineer, chartered accountant and any other expert appointed by the Developer for the Project and/or retained or who may be appointed or retained by the Developer for and in relation to the Project
Developer's Revenue Share	the Developer's share of Sale Proceeds shall be 48% (Forty-Eight per cent) from and out of the total Sale Proceeds of the saleable residential layout carved out of the Schedule Property in the Project
Developed Sital Area	shall mean the total area developed into a layout in the Schedule Property as part of the Project based on the Plan Sanction
Documents	shall mean any application/s, letter/s, affidavit/s, declaration/s, indemnities, writing/s, and representation/s of any nature;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.
Santosh
DIRECTOR
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Encumbrances	means any pledge, negative lien, positive lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, encumbrance, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, <i>lis pendens</i> , acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property;
Project Designated Bank Account	shall mean the designated bank account to be opened and operated by the Developer in accordance with the Project Designated Bank Account mechanism;
Force Majeure	shall mean a case of war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project; a. Case of flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature or any act of God affecting the development of the Project; b. War and hostilities of war, riots, bandh, act of terrorism or civil commotion, strike affecting supply of essential construction material; c. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or d. Any legislation, order or rule or regulation made or issued by the Government or any other Authority or if any competent Authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project or if any matters, issues relating to such approvals, permissions, notices, notification



For MYTHREYI INFRA SPACES LLP.

[Signature]

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

[Signature]
DIRECTOR



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	by the competent Authority (ies) become subject matter of any suit/writ before a competent court or; for any reason whatsoever
Local Authority/ies	shall mean any union, state, local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority or agency, commission, board, tribunal, court having jurisdiction over the Schedule Property including but not limited to the Nelamangala Planning Authority, Bengaluru Electric Supply Company (BESCOM), Bengaluru Water Supply and Sewerage Board (BWSSB), Fire Department, Telecommunication Department
Maintenance Company	shall mean the Developer or any of its nominee/ subsidiary or assigns, or any other agency/ company etc., appointed by the Owner's Association, who are the exclusive maintenance managers of the Project and its Common Areas and services to be provided in the Project
Notice	shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement
Owner's Revenue Share	the Owner's share of Sale Proceeds shall be 52% (Fifty Two per cent) from and out of the total Sale Proceeds of the saleable residential layout carved out of the Schedule Property in the Project
Project	shall mean any or all of the following- (i) the activities, works to be performed and/or the obligations to be accomplished and/or performed by the Developer under this Agreement, and includes - a) appointing or engaging Professional Specialists; b) construct or cause to construct the Said Premises; c) obtaining the development/modified plan Approvals (if any required); d) serving Project notices; e) carrying out/putting up of a Project on the Schedule Property; f) Transfer or cause to Transfer the Site/Plots/ Units in the Project in the Schedule Property;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

Signature
DIRECTOR

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	g) handing over possession of the Site/Plots/Units in the Project to the prospective purchaser/s /nominees of the Developer /Owner; h) and carry on all such acts, deeds and things or parts thereof that may be necessary to do and incidental to the above;
Plot/Site	shall mean a plot/site developed in the Project and intended to be sold independently to the Allottee
Project Specification	shall mean the broad specification of the Project and its layout, with the provision of the Common Areas provided therein and detailed in Annexure-I hereto or any equivalent thereof
Real Estate Authority	shall mean the Real Estate Regulatory Authority, Karnataka, established under the Act and shall include the Real Estate Appellate Tribunal
Release Order/ Letter	shall mean the letter/ order issued by the concerned town planning authority on completion of the entire Project with all civil works like asphaltting of road, under-ground drainage, storm water drainage, drinking water, electrification is completed in all respects
Sanctioned Plan	means the construction/layout Plan/development in respect of the Schedule Property as approved by the appropriate Planning Authority or any other competent authority;
Saleable Area	shall mean sital area of the Plot/Site in the layout developed in the Project
Sale Proceeds/Revenue	Shall mean the aggregate of the proceeds receivable from the sale of all Site/Plots comprised in the Project, including all receipts, amounts, revenues and proceeds for the project, including from the sale of saleable sital area on the Schedule Property, receipt of premium location charges, penalties on account of delay and/or cancellation if any and other amounts received including charges for club house (if charged separately) and which shall exclude only amounts collected from such end customers and expended towards the following: (i) Deposits for providing power, sanitary and water connection;



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.
[Signature]
DIRECTOR
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	(ii) Goods & Service Tax (GST) on Development Charges if applicable, collected from the prospective customers. (iii) Marketing Expenses, Brokerage and incentive to the sales team will be on actuals, but total cost of marketing, sales, brokerage and incentive to the sales team will not be exceed 3.34% (all inclusive) of the sale value of each sites in the Project. (iv) the stamp duty, registration fee and documentation fees payable by the Purchasers in respect of the units/Site/Plots; (v) maintenance costs including advance maintenance charges, campus deposits and contribution as may be received by the Developer in relation to the Project and contribution towards the sinking fund; (vi) legal fees, property assessment, sub-numbering and khatha transfer charges/fees, infrastructure fees, registration and stamp duty payable on the sale of units/Site/Plots;
Security Deposit	shall mean the sum paid/ payable by the Developer to the Owner as detailed in clause 10 hereof to be held by the Owner in terms of this Agreement
Statutory payments	Shall mean statutory charges, levies, taxes (including GST) or new pronouncements by Applicable Law, amendments to the current laws, and introduction of new statutory levies, taxes or cess, which may be imposed by the Governmental Authorities from time to time and includes such amounts, charges, deposits collected by various authorities towards providing infrastructure towards BESCOM and BWSSB and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges and other such charges;
Transferee/s/ Assignment	shall mean any Person/s, Company, Partnership Firm, Trust, HUF, LLP, Society etc., who is a prospective purchaser, transferee, lessee, licensee etc., in respect of the Site/Plots/Units in the Project or any part or portion thereof or who may obtain the status of, transferee, lessee, licensee etc.,



For MYTHREY INFRA SPACES LLP.

Designated Partner

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DIRECTOR
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	on the basis of the instruments executed by the Owner and the Developer.
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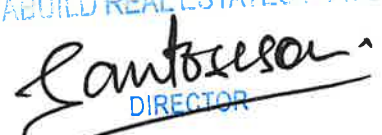
1.2. **Interpretation**

In this Agreement, unless the context requires otherwise:

- 1.2.1. reference to the singular includes a reference to the plural and vice-versa;
 - 1.2.2. reference to any gender includes a reference to all other genders;
 - 1.2.3. reference to an individual shall include his/her heirs, representative, successor, executor and administrator;
 - 1.2.4. reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and
 - 1.2.5. reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an Article, Clause, a section, schedule, annexure or appendix of or to this Agreement.
- 1.3. Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4. Any word or phrase defined in the body of this Agreement as opposed to being defined in section 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.5. If any provision in any article is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 1.6. The use of the word "including" followed by a specific example/s in this Agreement shall not be construed as limiting the meaning of the general wording preceding it.
- 1.7. The rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply.

 **For MYTHREYI INFRA SPACES LLP.**

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

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commission that would result in the stoppage or delay of the construction activity to be undertaken by the Developer in the manner contemplated under this Agreement, subject to however, to the Developer performing all its obligations and fulfilling all the terms and conditions under this Agreement. However, the Owner are entitled to inspect the development of the project with prior intimation to the Developer from time to time

- 2.5. The Parties agree that nothing contained herein shall be construed as delivery of possession in part performance of any agreement of sale, under Section 53-A of the Transfer of Property Act, 1882 and/or such other Applicable Law for the time being in force.
- 2.6. Simultaneously on execution of this Agreement, the Owner shall execute and deliver POA in favour of the Developer and/or its nominee. The Parties recognizes that while the Developer is authorized to do all such acts on behalf of the Owner as provided in the POA, however, in case there are any other documents, deeds, applications, affidavits, undertakings and the like which may be required to be signed and executed by the Owner for the purposes of this Project then the Owner shall be obligated to sign and execute all such other documents, deeds, applications and the like.
- 2.7. The Developer with the concurrence of the Owner, shall have the right to sole, absolute and exclusive discretion in conceptualizing the scheme of development of the Schedule Property and undertaking the same, and in this regard, the Developer shall be freely entitled to develop the Schedule Property in any manner it deems fit, as per sanctioned and revised plans and subject to all Applicable Laws, rules and regulations.
- 2.8. The Developer may commence, implement and complete the development of the Schedule Property or any part/s thereof, within the agreed timeline for completion of the Project.
- 2.9. The Developer shall, in carrying out the development of the Schedule Property, be freely entitled and have the right to use and have the benefit of all the Approvals, permissions, sanctions, orders, exemptions, clearances and No Objection Certificate (NOC) which might have been obtained prior to execution of these presents by the Owner in respect of the Schedule Property and its development and transfer the originals or copies whereof have been handed over and delivered by the Owner to the



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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DIRECTOR
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Developer on execution of this Agreement. After execution of these presents, the Developer shall at its sole cost and responsibility, be entitled to and shall have the liberty to apply for and obtain, from time to time, any modifications or amendments or any other permission required thereto / therein and/or in or to those which the Developer may obtain hereafter, and/or extensions, renewals, revalidations and/or reinstatements thereof and/or in or to those which the Developer may obtain hereafter, and the Developer, at its sole cost and responsibility, shall have the right and liberty to, from time to time, apply for and obtain all further or other approvals, permissions, sanctions, orders, exemptions, clearances and NOCs from all concerned authorities, in respect of or in pursuance of this Agreement, as the Developer may deem fit and proper in its sole and unfettered discretion.

- 2.10. The construction of the Project shall be in accordance with the specifications contained in **Annexure I** attached hereto or equivalent thereto, hereinafter referred to as "Specifications".

3. REGISTRATION OF THE PROJECT

- 3.1 The Developer shall make an application to the RERA Authorities for registration of the Project as per the Act and shall comply with all terms, conditions and requirements therein at the Developer's costs, expenses, charges and fees. The Owner shall become the co-promoter of the Project if so required by the RERA Authorities and be responsible for the duties and obligations imposed by the Act by virtue of the same. The Owner will co-operate with the Developer and sign necessary consents, no-objection certificates, forms, applications, declarations and other documents as required for and incidental to registration of the Project and any other requirements of the RERA Authorities.
- 3.2 The Developer shall at its cost and expense get the Project registered with the RERA Authorities and shall fulfill the conditions laid down under the Act.
- 3.3 The Developer after registration of the Residential Development with the Karnataka Real Estate Regulatory Authority shall undertake necessary post-registration, quarterly updates, annual audit without any delay and default. The Developer shall be liable to pay penalty in case of any delay in undertaking the said compliances, however, the Owner shall be liable to pay the penalty if in case any delay is caused by



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATE PVT. LTD.
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him/her/them by not providing of any documents, information to undertake such compliances.

- 3.4 The Parties agree that they will comply with the Bank Account Directions, as notified by the Karnataka Real Estate Regulatory Authority and the Developers agree to deposit 70% (seventy percent) of sale proceeds realized from the Purchasers to designated Project Account of the Residential Development immediately without any delay after receiving the amounts.
- 3.5 The Developer agree to transfer the amounts deposited in the designated project account of the Project to the Project Designated Bank Account of the Owner based on the percentage of completion of the Project after complying the quarterly update of the Project. The Parties will individually be liable for any Income tax implications that may arise.
- 3.6 The Owner irrevocably agree and authorize the Developer to submit all such necessary documents and furnish such information to the Karnataka Real Estate Regulatory Authority from time to time with respect to the Project.
- 3.7 After completion of all developmental works in the Project and after obtaining the Final Plan Sanction and Site Release Order, as authorized under the General Power of Attorney by the Landowner, the Developer shall be responsible for execution, registration of the deed of conveyance/ sale deed in favour of allottees/ purchasers/ buyers in accordance with the provisions of the Act and Karnataka Real Estate (Regulation and Development) Rules, 2017, in terms of this Agreement.
- 3.8 The Owner do hereby agrees and undertakes to indemnify and keep indemnified and forever save harmless the Developer against all demands, claims, suits, actions, proceedings and litigations, any liability (consequential / incidental / otherwise), action by any governmental authority, losses, damages and expenses arising out of any order, proceedings or judgment of a Court or any statutory authority with their title over Schedule Property t and the Owner do further agree and undertakes to indemnify and keep indemnified and save harmless the Developer against all costs, damages, charges and expenses on defending any such suits, proceedings, notices, prosecutions, litigation's that the Developer may suffer or incur as a consequence of absolute title of the Schedule Property and the Developer do hereby indemnify the



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

Santosh
DIRECTOR

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Owner with respect adherence to provisions of the Act and Karnataka Real Estate (Regulation and Development) Rules, 2017 along with circulars and notifications as notified by the Karnataka Real Estate Regulatory Authority with respect to project.

4. PROJECT IMPLEMENTATION

- 4.1. The Developer will be solely and exclusively entitled to carry out and drive at its sole cost and responsibility the development of the Schedule Property. The Developer will be entitled to decide on the development of the Project and the design of the Project as also on the cost of construction, pricing and marketing of the Project.
- 4.2. The Developer shall have the sole right to appoint all Professional Specialists including an architect, having the expertise, knowledge, reputation ("Principal Architect") of its own choice for the Project. In this regard, the Developer's decision of appointment of the Professional Specialists shall be final and the Developer shall not be obliged to take any prior approval/consent of the Owner.
- 4.3. The Developer, at its sole responsibility and cost, shall also have the right to outsource the construction work to a reputed contractor to which the Owner shall have no objection.
- 4.4. The Developer with prior notice to the Owner, shall have the authority to apply for or agree to modifications to the Sanctioned Plan as may be considered proper by the Developer from time to time.

5. APPOINTMENT OF CONSULTANTS:

The Developer will be entitled to engage Consultants and other qualified persons, as it deems fit at its cost and expense to execute the Project; however, in case of any disputes between the Developer and the Consultants, workmen, suppliers of materials, the same shall be settled by the Developer.

6. PROJECT COMPLETION

- 6.1. The Developer shall obtain RERA approval and get the modified sanctioned plan, if required. Further developer should make best efforts to ensure completion of the Project excluding Club House within Eighteen (18) months from the date of



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

[Signature]
 DIRECTOR

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registration of the project before Karnataka RERA ("Project Completion Date") with a grace period of Six (06) months. However, if due to certain constraints other than Force Majeure provisions which are beyond the control of the Developer, then the Parties shall mutually agree in writing on the extension of the Project Completion Date as the Parties may deem to be adequate, and such extend Project Completion Date shall be referred to as the "Extended Period".

- 6.2. The Developer shall not be responsible post development delays if any, in obtaining modified Approvals including power, sanitary and water connections as long as the Developer is not negligent in making timely applications for seeking such approvals or for having not following up with the authorities.
- 6.3. The Parties agree that the Developer will not be liable for any delay in the completion of the construction in all respects, if such delay occurs on account of any Force Majeure and the due to the defective title of the Owner.
- 6.4. The Developer shall register the above said project to the RERA Authority (Real Estate [Regulation and Development] Act) within 2 (two) months from the execution of this agreement, but subject production of all NOCs and other documents by the Owner and the Owner has agreed to support/sign the documents as required by the authority.

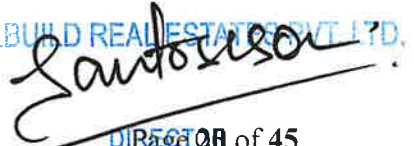
7. CONDITIONS PRECEDENT

7.1. The Owner shall at its cost and expense

- Obtain all documents required to have unrestricted and unencumbered clear and marketable title to the Schedule Property;
- The Owner shall at its cost secure E-Khata/s by paying up-to-date Tax/s, betterment charges & other cesses to concerned department for the entire Said Land.
- Pay all Taxes, cess, duties and charges to jurisdictional Revenue Authorities with respect to the Schedule Property till the date of this agreement.

8. DEFECT LIABILITY PERIOD

 For MYTHREYI INFRA SPACES LLP.
Designated Partner

INDIABUILD REAL ESTATE PVT. LTD.

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The Parties agree that pursuant to this Agreement, in case any structural defect or any other defect in workmanship/ quality with respect to the common amenities and facilities to be provided in the Project is brought to the notice of the Developer within a period of one year from the date of obtaining final layout plan/site release order, it shall be the duty of the Developer to rectify such defects. Warranty for all other consumables or all equipment etc., shall be provided by the respective manufacturers on their standard terms.

9. REVENUE SHARING, EXPENSES (TAXES & OTHER OUTGOINGS) AND MAINTENANCE OF THE PROJECT

9.1 The Parties hereto categorically agree that the Sale Proceeds of the Project shall be shared between the Owner and the Developer in the manner provided in this Clause. The Owner's share of the Sale Proceeds shall be 52% (Fifty-Two per cent) ("Owner's Revenue"), and the Developer's share of Sale Proceeds shall be 48% (Forty-Eight per cent) ("Developer's Revenue") from and out of the total Sale Proceeds of the saleable residential layout carved out of the Schedule Property in the Project.

9.2 The above sale proceeds are excluding Deposits for providing power, sanitary and water connection, Goods & Service Tax (GST) on Development Charges if applicable, collected from the prospective customers, Marketing Expenses, Brokerage and incentive to the sales team will be on actuals, but total cost of marketing, sales, brokerage and incentive to the sales team will not exceed 3.34% (all inclusive) of the sale value of each sites in the Project, the stamp duty, registration fee and documentation fees payable by the Purchasers in respect of the units/Site/Plots, maintenance costs including advance maintenance charges, campus deposits and contribution as may be received by the Developer in relation to the Project and contribution towards the sinking fund, legal fees, property assessment, sub-numbering and khatha transfer charges/fees, infrastructure fees, registration and stamp duty payable on the sale of units/Site/Plots.

9.3 All the proceeds received on the sale of developed Site/Plots/Units in the Project shall be received by way of Cheques / Demand Drafts / Wire Transfers favouring the Project Designated Bank Account and shall be appropriately accounted for. No payment shall be



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

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received from the Purchasers in the manner other than favouring the Project Designated Bank Account. The Cheques// Demand Drafts / Wire Transfers received towards proceeds from the sale of all Site/Plots/units in the Project shall be deposited in the Project Designated Bank Account.

9.4 The amount received from the Purchasers towards booking of a Site/Plots/Units in the Project will be deposited in the Project Designated Bank Account.

9.5 The detailed Project Designated Bank Account mechanism for management and release of funds towards Owner' Revenue and Developer's Revenue shall be as per the guidelines specified under the Real Estate (Regulation & Development) Act, 2016, Karnataka Real Estate (Regulation & Development) Rules, 2017, RERA Bank Account Directions, 2020, notifications and circulars as notified by Karnataka Real Estate Regulatory Authority from time to time until completion of project.

10. NON- REFUNDABLE DEPOSIT FOR THE SCHEDULE PROPERTY

10.1. The Developer shall pay a sum of Rs.2,00,00,000/- (Rupees Two Crores Only) as Non-refundable deposit to the Owner with respect to the Schedule Property, the said Rs.2,00,00,000/- (Rupees Two Crores Only) as Non-refundable deposit includes the reimbursement of Rs.1,70,00,000/- (Rupees One Crore Seventy Lakhs Only) paid to Sri.Sailesh Haran the Owner of Sy.No.164/2 measuring 1 acre 14 guntas and Sy.No.164/6 measuring 1 acre 02 guntas of Mantanakurchi Village as an Non-Refundable Deposit paid under separate Joint Development Agreement executed between Sri.Shailesh Haran and the Developer, those survey numbers are also developing as a 'Composite Development' by the Developer and the Second Party has agreed to pay the said non-refundable deposit of Rs.2,00,00,000/- (Rupees Two Crores Only) to the Owner in the following manner:

- a. Rs. 30,00,000/- (Rupees Thirty Lakhs only) is paid by way of Cheque bearing No.164779, dated 01/09/2023, drawn on Axis Bank Ltd., 4th Block Kormangala Branch, Bangalore.
- b. Rs. 1,70,00,000/- (Rupees One Crore Seventy Lakhs_ only) is paid by way of Cheque bearing No.164780, dated 01/09/2023, drawn on Axis Bank Ltd., 4th Block Kormangala Branch, Bangalore towards reimbursement of Rs.1,70,00,000/- paid to Sri.Sailesh Haran on behalf of the Developer to execute separate Joint Development Agreement between Sri.Shailesh Haran and the Developer with respect to



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

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DIRECTOR

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Sy.No.164/2 measuring 1 acre 14 guntas and Sy.No.164/6 measuring 1 acre 02 guntas of Mantanakurchi Village.

The Owner hereby acknowledges the receipt of the same.

10.2. The Owner has agreed that, in case the development of the Schedule Property does not take place due to any of the breach committed by the Owner in terms of the joint development agreement with respect to title issues of the Schedule Property and the connecting road/s issues if any, then the Owner has agreed to refund the entire non-refundable deposit paid and any further payment till such date within 15 days from the date of such breach or termination, in addition to refund of the non-refundable security deposit, the Owner shall also be liable to pay 12% per annum compounded yearly from the date of the payment till the date of refund fully to the Developer.

11. TAXES, MAINTENANCE, DEPOSITS, ETC.:

11.1 The Owner and Developer hereto shall bear and pay the capital gains tax, GST on Development Charges if applicable, including maintenance charges/deposit other statutory / future taxes at 52% by the Owners and 48% by the Developer and the Owner has agreed to collect the GST on Development Charges if applicable, including maintenance charges/deposit from the prospective purchaser for the all sites

 **For MYTHREYI INFRA SPACES LLP.**

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

DIRECTOR

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11.2 The parties hereto shall bear and pay all the present and future statutory levies imposed by the state/ central government if applicable proportionately as per 52% by the Owner and 48% by the Developer.

11.3 The Owner shall pay and discharge their respective taxes including but not limited to property taxes, municipal taxes, cesses and assessments on the Schedule Property till date of this Agreement. Post execution and registration of this Agreement, the Developer shall be under obligation to pay and discharge all property taxes, municipal taxes, cesses and assessments with respect to the entire Schedule Property.

12. TRANSFER OF DEVELOPED SITAL AREA:

12.1 The Developer shall on registration of the project before Karnataka RERA Authority be entitled to enter into agreements to agree to transfer, agree to sell and also sell, transfer or otherwise dispose of the Site/Plots/Units in the Project in the Schedule Property and receive the consideration thereunder and enter into agreements/conveyances with them.

12.2 The stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of the agreements for sale, deed/s of conveyance and/or other documents relating to Project in the Schedule Property to be conveyed shall be borne by the Purchasers.

12.3 The capital gains tax, if any, that may be leviable on the transfer of land rights in Schedule Property to Purchasers under one or more documents shall be borne by the Owner's Share of the Revenue.

12.4 The Owner has on this day executed a Power of Attorney in favor of the Developer to enable them to sell and/or convey the Site/Plots/Units in the Project in the Schedule Property in one or more lots.

13. DEVELOPMENT RIGHTS

13.1. Subject to grant of the Owner's Revenue in favour of the Owner or their respective nominees in the Development as per the terms of this Agreement, the Developer shall



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

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DIRECTOR
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have absolute discretion to develop the Schedule Property in a manner that suits as per the specification detailed in Annexure II of this Agreement. No one other than the Developer shall be entitled to undertake the development and construction work on the Schedule Property. The Developer may undertake the same either by itself or through reputed contractors and sub-divide the work or appoint sub-contractors, as it may deem fit and proper from time to time.

13.2. The Developer shall carry out the development/construction activities with a view to maximizing revenues from such activities. The Developer shall be free to develop the Schedule Property in such manner as it deems fit, but always in accordance with the Applicable Laws, rules and regulations and the Specifications. The Developer shall make best endeavors to ensure that quality standards are maintained. The Developer shall be free to appoint contractors, sub-contractors and other necessary personnel of its choice at its sole discretion and upon terms and conditions as it deems fit.

13.3. Notwithstanding anything contained to the contrary and subject to the terms of this joint development agreement,

13.3.1. The Developer shall be free and entitled to dispose off/sell the Site/Plot Units in the Project wholly or in parts thereof developed on the Schedule Property in such manner as it may deem fit without requiring any consent from the Owner;

13.3.2. The Developer shall be free and entitled to sign and execute the relevant agreement, absolute deed of conveyance and any other conveyance deeds with respect to the Site/Plot Units in the Project without requiring any consent from the Owner but duly informing through the e-mail/s on a monthly basis; It is however essential to maintain uniformity in documentation with view to avoid any discrepancies, complications etc.

13.3.3. The Developer shall be free and entitled to present agreement, absolute deed of conveyance and any other conveyance deeds in respect of the Site/Plot Units in the Project for registration and to appear before the jurisdictional Sub Registrar and to present for registration and to admit execution thereof and to do any act that may be necessary for the registration of the said documents without requiring any consent from the Owner;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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13.3.4. The Developer shall be free and entitled to sign all such forms, applications, undertakings, etc., as would be required to more fully and effectively complete the registration of the conveyance deeds with regard to the Site/Plot Units in the Project without requiring any consent from the Owner;

13.3.5. The Developer's permissive possession of the Schedule Property and the lawful activities undertaken thereon pursuant to this Agreement shall not be disturbed or interrupted by the Owner directly or indirectly under any circumstances;

13.3.6. The Developer shall be free to change the Site/Plot size and specification of the development without requiring the consent of the Owner;

The Parties recognize that this Agreement imposes legal, valid and binding obligations on them.

14. POWER TO RAISE LOANS

14.1. The Developer shall on the execution of this Agreement, be entitled to obtain facilities from banks, financiers, financial companies and/or other financial institutions, required for development and construction of the Project on the security of the Development Rights granted under this Agreement and/or the Developer's Revenue. The funds so borrowed shall be utilized for the purposes of development of the Schedule Property. Further, there shall be no liability on the Owner in regard to any such debts or borrowings and in the event of any default in repayment of any debt/borrowing incurred by the Developer, the recovery shall be enforced only against the Developer and the Developer's Revenue. The Owner hereby provided their unconditional consent for creation of mortgage on Developer's share of revenue by deposit of title deeds or through other mode of mortgage with any of the banks or financial institution

14.2. The power to raise loans by the Developer shall be restricted on the Developers' Revenue. The Owner shall not be liable for any liability created by Developer at any time. The Developer assures and covenants that the liability so created by it as aforesaid will be fully met by the Developer without making the Owner's Revenue responsible for the same and in the event of such claims, the Developer agrees to fully



For MYTHREYI INFRA SPACES LLP.


Designated Partner

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indemnify and keep the Owner indemnified against such claims and demands and protect the Owner at all times in this regard and without having any personal guarantee of the Owner.

- 14.3. The Owner shall however sign and execute required papers in favour of the financial institution/s to support the applications of the Developer for financial accommodation provided no such execution of the documents by the Owner will expose the Owner's Revenue for any liability created by the Developer.

15. CUSTODY OF ORIGINAL TITLE DEEDS

- 15.1. The Owner and the Developer have agreed that the Original Title Deeds of the Schedule Property shall be deposited with Developer and shall be available to inspection by the Owner, their respective agents, employees, advocates, or authorized representatives by giving the developer prior notice of not less than one weeks (01) time. Upon Completion of the Project, the Original Title Deeds of the Schedule Property shall be handed over to the Allottees' Association.
- 15.2. If the Developer avails financial assistance from banks or financial institutions, and such bank or financial institution requires originals or certified copies of the Original Title Deeds as collateral, then the Parties shall endeavor that the documents shall be deposited by creating an Escrow or through a Security Trustee to ensure that the title documents are available for inspection to all the parties at all reasonable times.

16. MARKETING AND SALES

- 16.1. The Owner agree that the Developer shall be entitled to conduct the marketing, promotion, advertising, public relation activity and all other activities in relation to the advancement of and selling of the Project. The Developer shall conduct such marketing, promotion and advertising for advancement of the Project as it deems fit. Further, the Developer may appoint such agencies or other entities to carry out the activities as contemplated herein.
- 16.2. The Developer shall prepare and finalize the documents and agreements that would be signed by the Developer with the Allottees for the Saleable Area, including but not



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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limited to marketing brochure / prospectus, application forms, provisional /final allotment letters, Site/Plot / unit Sale agreements, sale/ conveyance deeds /lease deeds, maintenance agreements and such other documents as may be necessary. The Developer shall be entitled to allot, sell and convey the entire developed saleable Area and execute and register all documents, deeds and writings required in this regard, only in accordance with the terms of this Agreement

17. REPRESENTATIONS AND COVENANTS OF THE OWNER

17.1. The Owner hereby confirms, declare, covenant, undertake and represent to the Developer as follows:

17.1.1. That whatever is stated in the Recitals above, shall be deemed to be its declarations and representations on the part of the Owner as if the same were set out herein in verbatim and forming an integral part of this Agreement;

17.1.2. That they are the absolute Owner of the Schedule Property and the clear, marketable and unencumbered title in the Schedule Property vests jointly/solely with them;

17.1.3. That they are absolutely seized and possessed of and otherwise well and sufficiently entitled to develop the Schedule Property which is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities, *lis pendens*, suits, legal proceedings, injunctions and litigation whatsoever;

17.2. That they have full power to enter into this Agreement and represents that there are no facts, circumstances, contracts, arrangements, which in any manner will be adversely prejudicial to the Development Rights which are assigned by the Owner to the Developer under this Agreement;

17.3. That they hereby authorize the Developer to execute all necessary Documents and/or Instruments to enforce the Development Rights and register the same with the jurisdictional Sub-Registrar;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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- 17.4. That in case of any latent defect in the title of the Schedule Property, not known at present and which is found at any time in future before completion of the Development or the Project or any claim in respect of the Schedule Property before completion of the Project, the Owner agree and undertake to hold the Developer harmless and keep fully indemnified against all claims, demands, suits actions and proceedings and all costs charges and expenses and all loss, damages, liabilities, fines, penalties incurred or suffered by or caused to or levied or imposed on the Developer. And it is further agreed that the Owner shall endeavor itself to get such defects rectified within 90 (Ninety) days from the date of notice of defect at its own cost and further the period taken for rectification of such defect/s shall be precluded from calculating the Project Completion Date;
- 17.5. That neither the Owner nor anyone on their behalf have entered into any agreement or arrangement whatsoever, written or oral, relating to and/or concerning the Schedule Property in any manner whatsoever. Further the Owner or any of them have not mortgaged or created any charge or encumbrance on the Schedule Property or any portion thereof;
- 17.6. That pursuant to execution of this Agreement, the Owner expressly agree with the Developer that during the subsistence of this Agreement, the Owner shall not enter into any agreement or arrangement whatsoever, written or oral with any Person/s or third party for transfer of the Schedule Property or affecting the Development Rights which are assigned under this Agreement by the Owner. That the Owner shall simultaneously with the execution of this Agreement execute and register in favour of the Developer an irrevocable Power of Attorney/POA to do all acts, deeds, matters and things necessary for the Development, carrying out and completion of the Project as may be required by the Developer. It is expressly agreed, acknowledged and undertaken by the Owner that they shall not act in any manner which may adversely affect and/or prejudice the enjoyment of the Development Rights and other rights granted to the Developer under this Agreement;
- 17.7. That it is hereby expressly clarified by the Owner that pursuant to the execution of this Agreement and stipulated POA, the Developer is allowed to execute documents and instruments on its behalf and also on behalf of Owner in favour of their prospective purchasers/ nominees and receive the consideration from the Transferees against Transfer of the Site/Plots/Units in the Project or any part or portion thereof in the



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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Director

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Schedule Property and to present the documents and instruments for registration and to admit the execution thereof before the jurisdictional Sub-Registrar.

- 17.8. That all rents, rates, taxes, assessments, dues, duties, cesses, and other outgoings whatsoever payable in respect of the Schedule Property to the Authorities have been duly paid and discharged till the date of execution of this Agreement;
- 17.9. That there are no sewers, cables, water pipes, gas pipes, overhead cables/wires passing through and/or over the Schedule Property. And that no storm water drains, high tension wires, power stations, water beds, lake beds, streams, public road and public utilities are cutting across the Schedule Property.
- 17.10. That on completion of the Project as herein contemplated, the Owner along with the Developer undertake to, execute documents and instruments in respect of the Schedule Property and the Site/Plots/Units in the Project as may be directed by the Developer in favour of the Transferees and the stamp duty and registration charges to be paid on the documents or instruments shall be fully borne by the Transferee/s;
- 17.11. That the Owner, from time to time, shall endeavor to provide to the Developer all data, documents, information as may be deemed necessary or reasonably required by the Developer and which is in possession of or available with the Owner, and the Owner, shall immediately communicate to the Developer any information, which may come to their knowledge and which may or is likely to adversely affect the Project or prejudice the rights of the Developer hereunder;
- 17.12. That the Owner, shall forthwith furnish to the Developer in connection with the Schedule Property and the Project, any order, circular, notice, notification, directive, etc. which may be served upon or received by them, which are issued by the Authorities, or by any court, tribunal or quasi-judicial body or authority, or by any other person;
- 17.13. That the Owner shall not interfere with, or cause obstruction or disturbance in the Project and shall render all required co-operation and assistance to the Developer for completion of the Project. Provided, however the Owner shall at all times be entitled to monitor the progress of the Project and visit the Project site with prior intimation of the Developer;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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- 17.14. That the Owner shall execute documents and/or instruments as may be necessary and requested by the Developer from time to time to obtain the Approvals from the Authorities in connection with Project;
- 17.15. The Owner hereby warrant the correctness and truth of each and every statement, declaration and representation made by them respectively hereinabove or elsewhere in this Agreement, and conscientiously declare the same to be true, and they are aware and in knowledge that relying upon the said statements, declarations, representations and undertakings, and believing the same to be true and correct, the Developer has entered into this Agreement and has undertaken various liabilities, responsibilities and obligations hereunder. The terms, conditions and covenants as provided above shall always be of the essence of this Agreement;
- 17.16. That the Owner are solvent and are in a position to meet its liabilities under this Agreement.
- 17.17. That the Owner shall ensure to get the Schedule Property duly measured by Government Survey and shall be bifurcated/demarcated with its appropriate boundaries to the satisfaction of the Developer if require; and shall ensure to provide full extent of the Schedule Property to the Developer with a copy of Government survey sketch with boundaries clearly demarcated;
- 17.18. That the Owner have free and unhindered access to and from the Schedule Property and there is no pending or threatened litigation including without limitation insolvency, attachment or other forms of distress with respect to the Schedule Property or against the Owner, which may adversely affect the rights of the Developer contained in this Agreement.

18. REPRESENTATIONS AND COVENTANTS OF THE DEVELOPER

- 18.1. The Developer hereby confirms, declares, covenants, undertakes and represents to the Owner as follows:

18.1.1. It has the requisite corporate power and authority and has taken all actions and has obtained all necessary approvals to validly execute and deliver the Project in terms of this Agreement;



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

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- 18.1.2. The performance of this Agreement by the Developer will not conflict with or 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 the Developer is a party;
- 18.1.3. That 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 the 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;
- 18.1.4. That there is no insolvency or winding up proceedings pending against the Developer before a court of law or any other authority;
- 18.1.5. That the Developer has adequate professional expertise, besides financial means, competence, etc., to complete its obligations under this Agreement in accordance with the terms of this Agreement;
- 18.1.6. That the Project shall be carried out and completed in compliance with all the laws of lands, besides the rules, regulations that are applicable to it; and
- 18.1.7. The Developer shall perform all of its obligations (to develop the Schedule Property as a composite, integrated project) described in this Agreement in a timely, diligent, competent and professional manner.
- 18.1.8. That the Developer shall get necessary modified plans and sanctions for development of the Project in respect of the Schedule Property at their own cost for the intended Development;
- 18.1.9. That the Developer shall appoint security personnel and put up such sign boards etc., on the Schedule Property as it may deem fit. The Developer shall be entitled to put up and permit to be put up advertisement boards on the Schedule Property to the effect that the Schedule Property is being developed by it and for inviting proposals from the prospective purchasers;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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- 18.1.10. That the Developer shall obtain all necessary Approvals from the concerned Authority(ies) in respect of the Schedule Property to commence the Development and complete the Project.
- 18.1.11. That pursuant to the execution of the Agreement, the Developer shall, carry out the Development and complete the Project in accordance with the Applicable Laws, rules, regulations, bye laws, etc., as may be in force at its own cost;
- 18.1.12. That the Developer shall, consider and decide the policies on all matters relating to marketing, convey and disposal of the Site/Plots/Units in the Project and for promoting the Project on the Schedule Property;
- 18.1.13. That the Developer shall appoint, liaise, co-ordinate, instruct, supervise the Professional Specialists and cause to be done by the Professional Specialists such acts deeds, matters and things as may be necessary to enable the Developer to properly discharge its obligations under this Agreement and carry out and/or complete the Project and to act in any of the matters aforesaid and as may be desired in connection with the Schedule Property and the Project and to finalise the terms and conditions of Professional Specialists including their fees or remunerations to be paid to them and to remove at pleasure the Professional Specialists appointed and to appoint substitutes in their place;
- 18.1.14. That the Developer shall prepare and issue tenders for carrying out or completing the Project and finalizing and ensure acceptance and approval of the said tenders and thereafter entering into works contracts, construction contract and all other related matters;
- 18.1.15. That in case any legal disputes or claim or accidental death claims by the third party/ heirs of the deceased issues or any other disputes concerning the construction, the Developer will be responsible for handling the disputes. Provided, however, that the Owner shall provide full cooperation in defending such claims. Further, any compensation payable to the claimant/s as provided hereunder, only during the period of construction shall be deemed to be a Project cost;



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

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DIRECTOR

18.1.16. It is further agreed that the Owner shall not under any circumstances compromise or give concession to the claimants as mentioned hereinabove. The Owner shall provide all authorities to the Developer to contest such claims;

18.1.17. That the Developer shall undertake to procure such insurances cover as are necessary and statutorily required from time to time for all issues for completion of the Project. Provided that Developer shall be the ultimate beneficiary of such insurance coverage;

18.1.18. To construct and complete the Project at its own cost and expense, within the Project Completion Date or the Extended Date or within such further extended period as mutually agreed by the Parties from the date of receipt of all statutory Approvals.

19. AUTHORIZATION BY THE OWNER

19.1 The Owner, hereby authorize the Developer to do the following;

- a. Take charge of the Schedule Property thereby granting permissive possession of the Schedule Property, for the purpose of causing intended development thereon and to run, administer and manage the same for the purposes of this Agreement and the Project. By virtue of granting of the Development Rights in the Schedule Property by Owner in favour of the Developer herein, the Developer and its servants, agents, contractors, workers etc. shall have authority to enter upon the Schedule Property for the purpose of carrying out survey, measurements, preparing and getting plans approved for development of the Project and incidental purposes and to enable the Developer to commence the Development thereof and to do all requisite works and things in that behalf. Under no circumstances, the said authority of the Developer shall be revoked by the Owner unless mutually agreed by the Parties or as adjudicated by the jurisdictional forum. Enter into and upon the Schedule Property and/or any part or portion thereof, to move men, materials, and equipment into the same and to deploy them in the construction activity thereon;



For MYTHREYI INFRA SPACES LLP.

Designated Partner

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- b. Commence the Development, carry on and complete the Project, and to do and perform all acts, deeds and things require commencing such Development and carrying on and complete the Project;
- c. Supervise and monitor the Project till the Project Completion Date and to ensure that the Development is carried out strictly in accordance with the Project Drawings as Approved by the Authority (ies). In view of the same, Developer agrees to share the project status report quarterly supported with photos and progress reports.
- d. Render all other management, technical, marketing, financial and professional know how which may be necessary for the successful completion of the Project;
- e. From the date of the Agreement till the Project Completion Date, make payment of all taxes, cess, duties, levies, deposits and outgoings of whatever nature, payable in respect of the entire schedule property to the concerned Authority(ies) and to obtain proper receipts and discharges thereof;
- f. To appear before the jurisdictional Sub-Registrar for the purpose of registering any documents and instruments and to present the same before the jurisdictional Sub-Registrar and admit the execution thereof of such Documents and Instruments and to do all such acts, deeds, matters and things as may be necessary or advisable for that purpose;
- g. Collect and receive from the Transferees of the, Residential Site/Plot Units in the Project, consideration that is payable by such Transferees and for that purpose to make, sign, execute and/or give proper, effectual and lawful discharge for the same and also on non-payment thereof or any part thereof to enter upon and restrain and/or take legal steps for the recovery thereof or to eject such defaulting Transferees as the case may be and to withhold possession of units to the Allottees, if the charge/consideration/amount payable as per the conditions of this Joint Development Agreement are not discharged in full

20. Acquisition:

If the Government or other Authority acquires the entire Schedule Property under any Law under the law, before completion then this Agreement shall stand terminated. The Owner shall take compensation payable for the land in the Schedule Property in its entirety and the Developers shall take compensation payable for development



For MYTHREYI INFRA SPACES LLP.

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Designated Partner

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made and incurred thereon by the Developer in its entirety. Further, the Owner shall refund all the monies received from the Developer including the Non-Refundable Deposit after receipt of the compensation from the Government or such other authorities or authorize the Developer to receive the said sum from the authorities and the Owner shall pay any shortfall. In the event of acquisition after completion of the Project, the compensation shall be divided between the Owner and the Developer in proportion to their share of land in the Schedule Property and the sital Area in their respective sharing ratios. If portion/s of the Schedule Property is/are acquired, the above principle applies in respect of such portion/s.

21. Term:

This Agreement shall come into force and effect from the date of its execution and shall, unless terminated in accordance with this Agreement, be valid and effective till the Completion of the Project and the Plots are transferred/ conveyed to the Allottees.

22. MISCELLANEOUS

- 22.1. The Developer shall take all decision at its sole discretion in respect of the Development or the Project so as to ensure the most beneficial use and development of the Schedule Property in the best interest of the Parties hereto. All such decisions of the Developer shall be final and binding upon both the Parties hereto.
- 22.2. It is agreed by and between the Parties hereto that the entire cost of the Project shall be provided and met by the Developer.
- 22.3. Developer shall bear and pay the fees of legal professional, and any other professionals appointed by them respectively. The cost of stamp duty and registration charges if any, payable on or in respect of this Agreement shall be borne by the Developer.

23. NAME OF THE PROJECT

 **For MYTHREYI INFRA SPACES LLP.**

Designated Partner


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The entire Project/Project in the Schedule Property and each of the buildings and developments shall be known by such name/s which the Developer may decide and the same shall not be altered.

24. ASSIGNMENT

The Developer shall be entitled to implement the Development from the date of securing the Sanction Plan of the Schedule Property in whole or in portions and shall complete the development excluding Club House within Twelve (12) months from the date of this agreement & registration of the project before Karnataka RERA, with a 6 (six) months grace period by itself or through its Affiliates, Group Companies or Associated Companies. The Owners have consented for the same and will also sign and execute necessary consents and confirmations as may be required by the Developer and/or by the Transferee Developer/s from time to time. In any of the aforesaid events, subject to the section 14.2, the Owners are not entitled to any additional payment/built-up area /revised consideration and on the other hand the Owners undertake and bind themselves to promptly comply with its part of the obligations stipulated on them under this Agreement.

25. TERMINATION

25.1. Without prejudice to the rights, remedies or powers of the Developer under this Agreement or otherwise at law or in equity, this Agreement may be terminated by the Developer, at its sole discretion under the following circumstances,

25.1.1. The representations made by the Owners, jointly or severally, under this Agreement are false / incorrect; or

25.1.2. If the Owners, jointly or severally, fail to resolve, at its cost, any defects identified in title within a period of 3 (three) months from a notice in this regard to the satisfaction of the Developer.

25.2. Upon occurrence of the foregoing event/s, the Developer shall deliver to the Owners a notice of default in writing ("Notice of Default"). The Owners' failure to rectify/ cure such breach within 2 (two) months from the date of receipt of Notice of Default, shall be considered as an uncured breach of the terms of this Agreement ("Uncured Breach") entitling the Developer to forthwith terminate this Agreement. Upon termination, the Developer shall be entitled to receive compensation, equivalent to the sum spent / borne towards amounts paid to the others including architects fees, legal fee and amounts paid to statutory authorities /Government Authority for obtaining clearances, refunds of deposits paid, amounts spent on the construction, thereof for the amounts spent till such termination. And further, the Owners shall refund the



For MYTHREYI INFRA SPACES LLP.

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Refundable Deposit received under this Agreement, and the Developer shall continue to have an exclusive first charge against the Schedule Property till realization/receipt of such deposits or reimbursements in totality.

- 25.3. In the event of a Force Majeure or other unforeseen events stated herein above occurring pursuant to which there is interruption of the Project, the Parties agree that they shall wait for a period of 02 (two) months after the Force Majeure event has ceased to exist and examine the viability of proceeding further with the Project and resuming the construction work. If for any reason the Parties feel that the Project cannot be completed after the happening of a Force Majeure event, then: (a) The Developer or the Owners shall have the option to buy out each others interest at a fair market value to be determined by an independent third party valuer; or; (b) either the Developer may sell out the Developer's Development Right in the Project to a third party or; (c) divide the Project on such mutually agreeable terms.

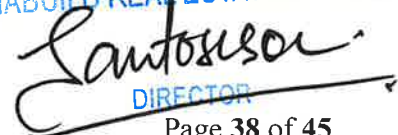
26. POWER TO INTEGRATE

The Developer shall be entitled to integrate the Development on the Schedule Property with the lands abutting/adjointing to the Schedule Property by entering into a separate Joint Development Agreements and/or purchasing the adjoining properties by the Developer or the Owner with respect to Sy.No.164/2, 164/6, 162/1 and 178/4 of Mantankurchi Village and/or their nominee/s with its respective Owner. Under such circumstances, the Owner and the adjoining properties Owners may be allotted their share of the developed sital area as agreed under this Agreement & adjoining properties Owners Agreement in part of the development which shall be agreed and finalized later. The Developer is empowered and authorized to confer upon the buyers of the developed sital area/saleable built-up areas in the adjoining lands, right to use and enjoy the common roads, approach roads facilities, parks and all other facilities that will be provided in the Schedule Property upon sharing the maintenance charges proportionately.

27. INDEMNITY

Subject to the provisions of this Agreement, the Parties hereto agree and undertake to hold the other Party harmless and keep the other Party fully indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs,

 For MYTHREYI INFRA SPACES LLP.
Designated Partner

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charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the other Party may bear, incur or suffer, and/or which may be made, levied or imposed on the other Party, and/or claimed from the other Party, due to or by reason or virtue of any of the declarations or representations made in this Agreement being found to be false, untrue and/or misleading in any manner whatsoever and/or breach of its obligations, covenants and undertakings under this Agreement and/or the any Party having suppressed or concealed any material facts from the other Party, and/or any default, breach, non-compliance, non-observance and/or non-performance of any of the terms, conditions, covenants, stipulations or provisions hereof by the other Party and/or any suits, actions, proceedings, and all costs, charges, expenses, claim, penalty, fines, losses, damages, liabilities, claims and demands which the other Party may bear, incur or suffer, and/or which may be made, levied or imposed on the other Party, and/or claimed from the other Party by any Authority(ies), due to any act, deed, matter, thing, omission, commission or action on the part of the other Party.

28. AMENDMENTS

This Agreement may be amended only by a separate agreement signed by the Parties hereto or by their respective duly authorized representatives referring to this Agreement and identifying the agreed amendments.

29. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between the Parties.

30. SEVERABILITY

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

- amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or



For MYTHREYI INFRA SPACES LLP.

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- b. at the discretion of the parties, such provision may be severed from this agreement.
- c. the remaining provision of this agreement will remain in full force and effects unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

31. DISPUTE RESOLUTION

- 31.1. In case of any disputes as to the design and specifications of the plans and quality of material the decision of the architect/and or Project Management consultant appointed by the Developer shall be final.
- 31.2. In the event of any dispute arising between the parties hereto with regard to this agreement or the interpretation of the terms hereof the same shall be resolved amicably by the Parties hereto and incase the same is not resolved then the dispute shall be referred to Sole Arbitrator, to be appointed by the Owner and Developer jointly and his award shall be final and shall be dealt in terms of Arbitration and Conciliation Act, 1996.
- 31.3. Neither party shall sue the other party without prior notice thereof to the other party and pending this agreement or obligations undertaken by the Owner shall be in full force and not suspended and the rights of the Developer shall be in force unless restrained by a Court.
- 31.4. The Courts in Karnataka shall alone have jurisdiction.

32. GOVERNING LAW

This Agreement shall be governed by the laws of India.

33. NOTICES, CORRESPONDENCE AND COMMUNICATION

- 33.1. All notices requests or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when dispatched by courier, registered post, electronic mail, or sent by fax to the addresses given in this Agreement.



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

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33.2. Unless another address has been specified by a Party hereto by written notice thereof to the other Party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received: (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 7 (seven) days after the mailing thereof, and (iii) in the case of a email, Fax, the date of dispatch thereof.

34. DISCLOSUR

Except as to and to the extent required by law or judicial or administrative process, or to arrange financing for or professional assistance in connection with the development of the Schedule Property, without the prior written consent of the other Party, neither the Owner nor the Developer or any person representing them, shall, directly or indirectly, make any public comment, statement or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding the possible development and/or sale of the Schedule Property , or any of the terms, conditions or other aspects of this Agreement or any other communication/correspondence in this regard.

The Owner shall not use the name and/or logo of the Developer or represent by any means whatsoever (including, but not restricted to publicity materials, advertisements, etc.) that they are associated with or have any arrangement whatsoever with the Developer in any of the present or future projects relating to or concerning any property/ land/ venture/ business, in which the Owner are or may be interested.

All copyrights, trademarks, patents, intellectual property rights existing or applied for by the Developer or granted to the Developer in connection with the Project shall always remain the exclusive property of the Developer.

35. WAIVER

No failure on the part of either Party hereto to exercise, and no delay in exercising any rights hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or future exercise thereof or the exercise of any other right.



For MYTHREYI INFRA SPACES LLP.


Designated Partner

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DIRECTOR

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36. NO PARTNERSHIP/ASSOCIATION OF PERSONS

This Agreement shall not be construed as a partnership agreement between the Owner and the Developer and the Development of the Project in the manner stated above will not be construed to mean that there is a formation of Association of Persons to carry on the business excepting to the extent indicated above and each Party will be independently responsible in respect of their statutory obligations.

37. COST AND COUNTERPARTS

37.1. The Developer shall bear the stamp duty and registration charges payable in respect of this Agreement. The original of this Agreement shall be with the Developer and its copies/counter copies thereof shall be with the Owner.

SCHEDULE PROPERTY

("Description of Schedule Property")

Item No. 1

ALL THAT PIECE AND PARCEL of residential converted undeveloped land bearing Survey No 153/3, measuring 1 Acre 31 Guntas excluding 5 Guntas of B Karab, (converted for non-agricultural residential purpose vide Official Memorandum No. 293831, dated 24.03.2022, issued by the Special Deputy Commissioner, Bengaluru Rural District) situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bengaluru Rural District, and bounded by:

East by : Land in Sy. No. 153/2/ Access Road/Private Property;

West by : Land bearing Sy. No. 159/Private Property;

North by : Land bearing Sy. No. 164/2, Sy. No. 164/5/6 (erstwhile Sy. No. 164)/Private Property;

South by : Land bearing Sy. No. 156/Private Property.



For MYTHREYI INFRA SPACES LLP.

[Signature]
Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

[Signature]
DIRECTOR
Page 42 of 45

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Item No. 2

ALL THAT PIECE AND PARCEL of residential converted undeveloped land bearing Survey No 159/2, measuring 5 Acre 18 Guntas, (converted for non-agricultural residential purpose vide Official Memorandum No. 297333, dated 30.03.2022, issued by the Special Deputy Commissioner, Bengaluru Rural District), situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bengaluru Rural District, and bounded by:

East by : Land in Sy. No. 153/3/(erstwhile SY. No. 153) and Sy. No. 156;
West by : Land bearing Sy. No. 160/Private Property;
North by : Land bearing Sy. No. 163 and Sy. No. 164/2 (erstwhile Sy. No. 164;
South by : Land in Block 1 of Erstwhile Sy. No. 159 and thereafter Sy. No. 158.

Item No. 3

ALL THAT PIECE AND PARCEL of residential converted undeveloped land bearing Survey No 163, measuring 10 Acres 34 Gntas excluding 10 Guntas B Karab, (converted for non-agricultural residential purpose vide Official Memorandum No. 293832, dated 24.03.2022, issued by the Special Deputy Commissioner, Bengaluru Rural District), situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bengaluru Rural District, and bounded by:

East by : Land in Sy. No. 164/7, Sy.No. 164/1 and Sy.No.164/2/ Private Property;
West by : Land bearing Sy. No. 161 and Sy.No.162/1/Private Property;
North by : Land bearing Sy. No. 166/Private Property;
South by : Land bearing Sy. No. 159/Private Property.

Item No. 4

ALL THAT PIECE AND PARCEL of residential converted undeveloped land bearing Survey No 164/3, measuring 2 Acres, (converted for non-agricultural residential purpose vide Official Memorandum No. 293833, dated 24.03.2022, issued by the Special Deputy Commissioner, Bengaluru Rural District) situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bengaluru Rural District, and bounded by:



For MYTHREYI INFRA SPACES LLP.

Designated Partner

INDIABUILD REAL ESTATES PVT. LTD.

Santosh
DIRECTOR

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East by : Land in Sy. No. 152/4/private Property;
West by : Land bearing Sy. No. 164/5/Private Property;
North by : Land bearing Sy. No. 149/Private Property;
South by : Access Road relinquished in favour of Government in Sy. No. 153/2.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT AND HAVE AFFIXED THE COMMON SEAL ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN.



For MYTHREYI INFRA SPACES LLP.

Designated Partner

Signed and delivered by
The "Owner" herein By
its designated Partner
(Mr. B. K. Rajendran)

INDIABUILD REAL ESTATES PVT. LTD.

Santosh Kumar

DIRECTOR
Signed and delivered by
The "Developer" herein,

By its Director (Mr. Santosh Kumar Soni)

Witnesses:

1. D. Ganesh
(D. GANESH)
#152, 20th Main, 12th Cross, JP Nagar,
2nd Phase, Bangalore - 78

2. [Signature]
#152, 20th Main, 12th Cross, JP Nagar,
2nd Phase, Bangalore - 78

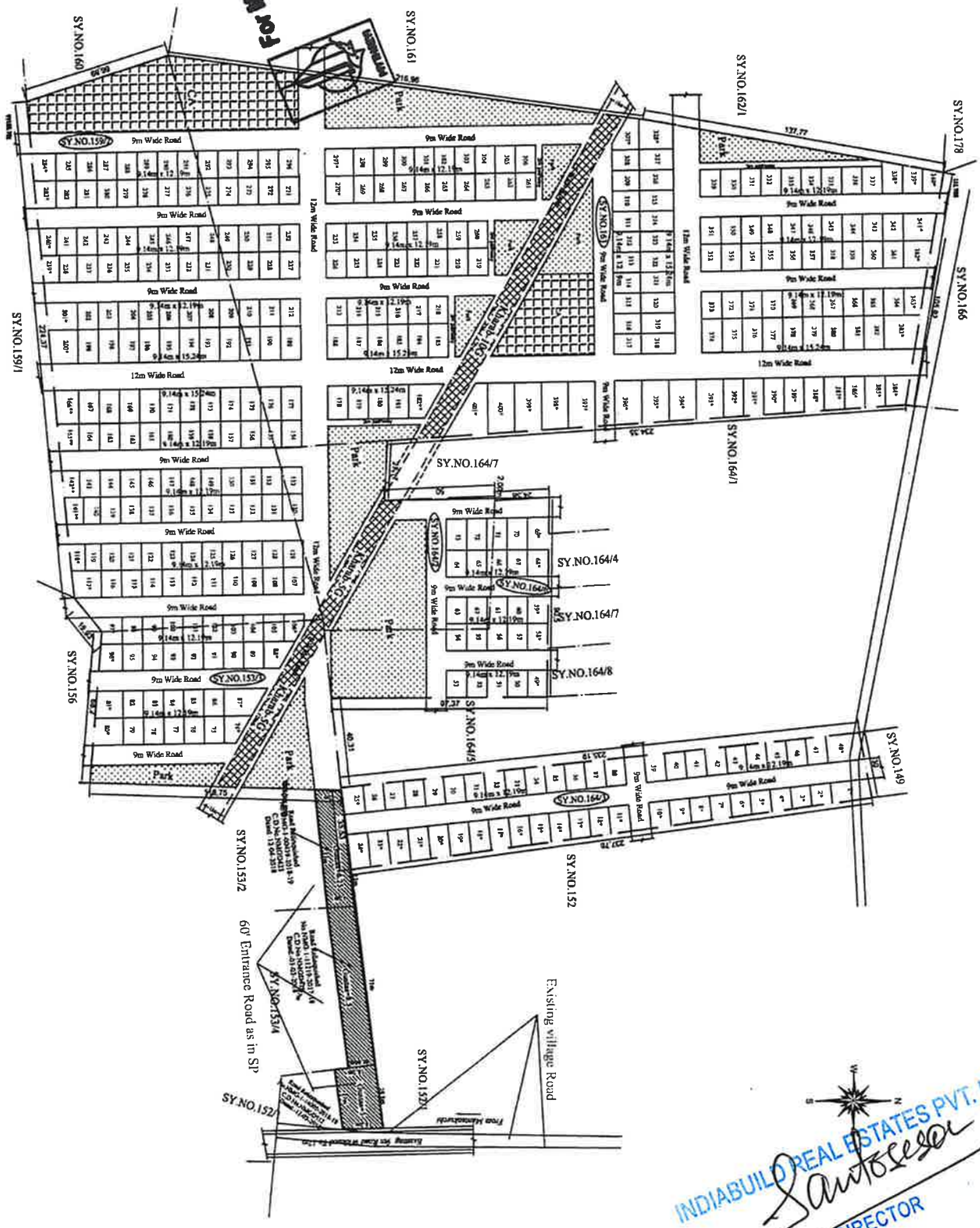
Navneen K.P.

NAVNEEN K.P.
Korm An GAlon
BAN GAlon.

ANNEXURE 1

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Designated Partner
 For MATHRETI INFRA SPACES LLP



INDIABUILD REAL ESTATES PVT. LTD.
 Director

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ನೀತಿಬದ್ಧವಾಗಿರುವುದು
ನೀತಿಬದ್ಧವಾಗಿರುವುದು
ನೀತಿಬದ್ಧವಾಗಿರುವುದು
ನೀತಿಬದ್ಧವಾಗಿರುವುದು

ANNEXURE II
[Specifications]

- 1. Roads:** Formation of Roads by excavation, providing suitable embankment, Compaction, Watering and Rolling along with one layer 200 mm of Granular Sub base, Prime coat with bitumen emulsion and tack coat or paver blocks excluding drain width as per standard road sections/ industry practices for ie., 9M & 12M as approved in the sanction plan. Layer of bitumen course with dense bituminous macadam (DBM) and bituminous macadam (BM) as per engineering design.
UG storm water with RCC inspection chambers at equal intervals and connected using Double Wall Corrugated (DWC) pipes. Tree saplings/planting along the main and internal road.
- 2. UGD:** Underground drainage system (UGD) for disposal of waste water and sewerage through foam core pipes for main and subsidiary lines connected with HDPE manhole at regular intervals and connection to site using foam core pipes from manhole chambers. Brand: Supreme/Ashirvad/Astral or equivalent.
- 3. STP:** Septic tank or Sewage Treatment Plant as per KSPCB norms will be implemented for effective disposal of waste.
- 4. Water Supply:** Drinking water Supply by connecting RCC Over Head Tank (OHT) and Ground Level Reservoir (GLR) / UG Sump with proper distribution system using UPVC pipes through gravity flow / pumps if required as per design. Bore well is provided with submersible Pump. Brand: Supreme/Ashirvad/Astral or equivalent.
- 5. Electrical:** Arranging for Distribution of Electrical supply by obtaining additional electric load that may be required and providing underground cables with foam core pipes and HDPE manhole at regular intervals. Connection to site using foam core pipes from manhole chambers.
Providing street lights for adequate common area lighting and power backup provision for common areas.
- 6.** Provision of Rain Water Harvesting pits as per sanction plan.
- 7.** Park and Civic Amenities will be fenced and relinquished as per town planning authority requirement.

 **For MYTHREYI INFRA SPACES LLP.**
Designated Partner


INDIABUILD REAL ESTATES PVT. LTD.
DIRECTOR

BAKSY - 345

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...ನೋಟೀಸ್‌ಕಡೆ...ನೋಡದಾಸ್ತಾವೇಜಿನ...ಪೇಪರ್‌ಪುಟ

GENERAL POWER OF ATTORNEY



This General Power of Attorney executed on the 01st day of September Two Thousand and Twenty Three (01/09/2023):

By:

SHAILESH HARAN

Son of Sankalchand,

Aged about 53 years,

Residing at No.47, Shraddanand Bhavan Road,

VV Puram, Basavanagudi, Bengaluru - 560 004

(Hereinafter referred to as "*the Principal*")

In favour of:

M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED,
a Company incorporated under the Companies Act, 1956 and
having its Registered Office at No.6/ A, 2nd Floor
"Kabra Excelsior", 7th Cross, 1st Block, Koramangala,
Bangalore - 565 003,
represented by its Director
Mr. Santosh Kumar Soni.
PAN: AADCI8510P
CIN No: U70100KA2015PTC080271
Aadhar: 8286 6215 2142

(Hereinafter referred to as "*the Attorney Holder*")

WITNESSES AS FOLLOWS:

- A. **WHEREAS** the Principal is in absolute occupation, possession, and enjoyment of residentially converted land bearing (1) Survey Number 164/2 measuring 1 Acre 14 Guntas and (2) Survey Number 164/6 measuring 1 Acre 2 Guntas in totally measuring 2 acres 16 guntas (1,04,000 square feet approximately) situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bangalore Rural District more fully described in the schedule hereunder as Item No.1 and 2 and hereinafter referred to as "**THE SCHEDULE PROPERTY/IES**") as comprised in viz.,
- Survey No.164/2 measuring 1acre 14 Guntas excluding 5 Guntas of 'B' Kharab land, which is more fully described in the schedule hereunder as Item No.1 and hereinafter referred to as "**THE SCHEDULE ITEM NO.1 PROPERTY**"; and
 - Survey No.164/6 measuring 1acre 2 Guntas (erstwhile Survey No.164/1), which is more fully described in the schedule hereunder as Item No.2 and hereinafter referred to as "**THE SCHEDULE ITEM NO.2 PROPERTY**".

INDIABUILD REAL ESTATES PVT. LTD.

DIRECTOR

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- NMG-4-00345-2023-24

ನಲಮಂಗಲ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01/09/2023 ರಂದು 04:24:22 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈ
1	ಸೇವಾ ಶುಲ್ಕ	385.00
2	ಹೆಚ್ಚುವರಿ ನೋಂದಣಿ ಶುಲ್ಕ	1,000.00
3	ಹೆಚ್ಚುವರಿ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	1,000.00
	ಒಟ್ಟು	2,385.00

M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .represented by its Director . Santosh Kumar Soni. . ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .represented by its Director . Santosh Kumar Soni. . , 45, Resident of: , No.6/A, 2nd Floor "Kabra Excelsior", 7th Cross, 1st Block, Koramangala, Bengaluru East, BENGALURU URBAN, KARNATAKA - 565003 (Presenter)		 Left Thumb	 DIRECTOR

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ
ಹರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. INDIABUILD REAL ESTATES PRIVATE LIMITED is Rep. by Mr .represented by its Director . Santosh Kumar Soni. . , 45, Resident of: , No.6/A, 2nd Floor "Kabra Excelsior", 7th Cross, 1st Block, Koramangala, Bengaluru East, BENGALURU URBAN, KARNATAKA - 565003 (Claimant)		 Left Thumb	 DIRECTOR
2	Mr .SHAILESH HARAN S/o Sankalchand,, 53, Resident of: , t No.47, Shraddanand Bhavan Road, VV Puram, Basavanagud, Bengaluru East, BENGALURU URBAN, KARNATAKA - 565003 (Executant)		 Left Thumb	

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ
ಹರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ

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B. **WHEREAS** the Principal has now entered into Joint Development Agreement dated 01/09/2023, registered as Document No. 6782 /2023-24, in Book I, in the office of the Sub-Registrar, Nelamangala in favour of M/s. **INDIABUILD REAL ESTATES PRIVATE LIMITED**, for the development of residential layout on the terms and conditions mentioned therein.

C. **WHEREAS** under the Joint Development Agreement, the Owner has agreed to give Power of Attorney/s in favour of the Developer and/or its nominee to represent Owner and in continuation to the said Agreement deems it fit to appoint the Agent named above as his Attorney and Agent on his behalf.

NOW ACCORDINGLY KNOW ALL MEN THAT BY THESE PRESENTS I, Shailesh Haran, Son of Sankalchand, the Principal named above do hereby appoint the agent and attorney above named in my name and on my behalf to do, execute and perform all or any of the following acts, deeds, and things:

1. To prepare plans/modified Plans and apply for and obtain approval of layout plans, building plans for clubhouse only, and modified plans, if any, from the Nelamangala Planning Authority, Panchayath Authorities, Bruhat Bengaluru Mahanagara Palike (BBMP), Bangalore Development Authority, National Airport Authority of India, Department of Telecommunication, Traffic Department, Lift Inspectorate, Bangalore Urban Arts Commission, Fire Force Department, Karnataka Power Transmission Corporation Ltd., BWSSB, Ministry of Environment and Forests, Survey of India, BESCOM, Karnataka State Pollution Control Board, Central Government, local authorities and any other concerned / competent authorities for carrying out construction and development of the Schedule Property.
2. To sign plans, declarations, applications and to make such representations as may be required for securing approval of layout plan, building plans for clubhouse only, and modified plans from any of the relevant municipal / statutory authorities, and to file such applications, affidavits, representations, undertakings as are required for the purpose of securing approval of plans in relation to the Project.
3. To apply to the Karnataka Power Transmission Corporation Limited (KPTCL), Electricity Supply Company Limited, Water Supply and Sewerage Board (BWSSB), and other authorities for securing necessary connection of power, water, sewerage etc., and to sign all such applications, affidavits, etc., as may be required in this regard.
4. To pay any betterment or development charges or other levies to the Nelamangala Planning Authority, Bangalore Development Authority, City Municipal Council, Village Panchayat, or other authorities from the said Statutory Authority/Corporations.
5. To pay security deposits or other deposits to Nelamangala Planning Authority, Karnataka state / private power distribution supply company/ies, Bengaluru Water Supply and Sewerage Board and / or other state / private water supply / sewerage

INDIABUILD REAL ESTATES PVT. LTD.
Shailesh Haran
DIRECTOR

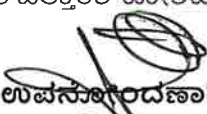
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SR.No	Identifier Name	Address	ಸಹಿ
1	MURTHY S/o NARAYAN (Identifier)	,B H ROAD NELAMANGALA TOWN, Nelamangala, BENGALURU RURAL, KARNATAKA - 562123	
2	RAMESH S/o RANGANATHA (Identifier)	,B H ROAD NELAMANGALA TOWN, Nelamangala, BENGALURU RURAL, KARNATAKA - 562123	

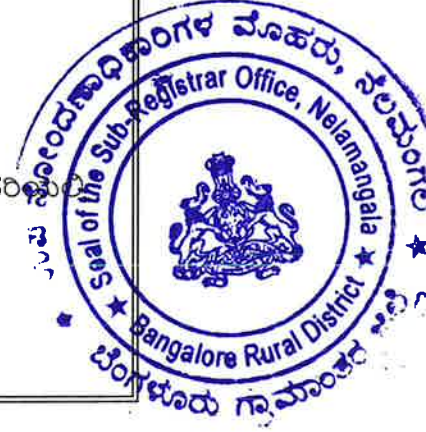
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ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ



4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ NMG-4-00345-2023-24 ಆಗಿ
ದಿನಾಂಕ 01/09/2023 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯುನ್ಮಾನ ಮಾದರಿಯಲ್ಲಿ
ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.


ಉಪನೋದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ನಲಮಂಗಲ



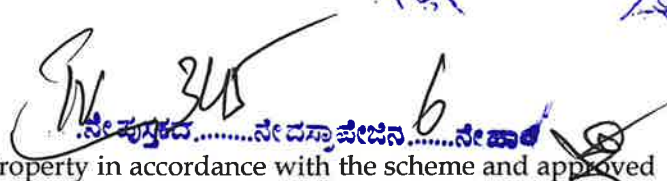
disposal entities, Urban Development Authority and / or any office or board or authority mentioned in any of the foregoing paragraphs, and to apply for the refund thereof and to recover the same as applicable.

6. To appoint / engage the services of architects, contractors, engineers, and other consultants and such other technical and other personnel as may be required for the development of the Schedule Property and to terminate their appointments and appoint others in their place.
7. To sign and execute Agreements of Sale, to receive considerations, execute Sale Deed/s, mortgage obtain financial assistance in respect of Developers' share including proportionate undivided share in the sites formed in the schedule property, to execute allotment letters, and all other documents in respect of Developer's share of sites formed in the residential layout in the schedule property in favour of the prospective customer/s in accordance with the sharing agreement to be entered to be into between the parties subject to strict adherence of Joint Development Agreement.
8. To Present all such deeds, agreements, documents, transfer deeds, sale deeds with respect to the Developer's share of developed sital area before the concerned sub-registrar or registering authorities.
9. To rectify and or ratify any Agreement/deeds/documents executed under this Power of Attorney and to present the same before the Sub-Registrar of Assurances and to do all such things incidental and necessary for securing the registration of the said Agreement in respect of the Developers' Saleable Area in the project to be developed on the Schedule Property;
10. To hand over possession of the plots of Developer Saleable Area in the Schedule Property or any portion thereof to any of the Purchasers, Lessees, Licensees or Person authorized to occupy the same;
11. And generally, to sign all letters, correspondence, and other documents and to execute and perform any such acts, deeds, matters and things which in the opinion of the Developer ought to be done and executed or performed in relation to the Schedule Property or for the execution or completion of the above powers. And generally, to do all other acts, deeds, and things necessary for or incidental to the execution of such powers or for completion of the above.
12. All acts, deeds, things done by the Developer in respect of the layout to be formed in the Schedule Property shall be binding upon the Owner in the like manner and to the same extent as if done by the Owner personally present.
13. To execute necessary documents with the banks and financial institution to enable loans to borrower for purchase of saleable area of Schedule Property. To obtain financial assistance from any financial institutions/banks for development/ construction of the proposed project on the developer share of the sites / Developers'



INDIABUILD REAL ESTATE PRIVATE LTD.

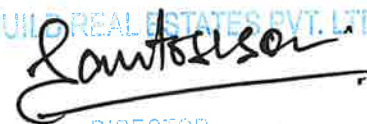
DIRECTOR


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Saleable Area in the Schedule Property in accordance with the scheme and approved plans and to execute and register any Deed of Mortgage and Deed of Discharge or any other document in this behalf against the security of developer share of the sites in Schedule Property and to present the same before the Sub-Registrar of Assurances and to do all such things incidental and necessary for securing the registration of the said Deed of Mortgage and Deed of Discharge or any other document in this behalf;

14. To institute, prosecute and defend all legal, revenue, tax, and other proceedings relating to the Schedule Property and the development; and to settle, withdraw, compromise, compound and Suit or proceedings;
15. To execute release deed / relinquishment deed or any other document of similar nature in favour of any competent authority, local authority, panchayat, town municipal council, town planning authority, for any portion of the Schedule Property for the purpose of obtaining the plan sanction / layout approval / master plan, including but not limited to providing the access road / right of way to the Schedule Property;
16. To sign Declarations, Memorandum of Association, Deed of Declaration, Undertakings, affidavits, Bye-laws, and to present the same for registration or attestation, before the Sub-Registrar of Assurances or Notary Public, Magistrate or any other Authority in respect of the formation of the Owner's Association / Society.
17. To sign as either Consenting Witnesses, Confirming Parties, Conveying Parties to the Agreements/Sale Deeds/Transfer Deeds or any document to be executed by M/s. Mythreyi Infra Spaces LLP and M/s. IndiaBuild Real Estates Pvt. Ltd., with respect to the lands adjacent to the Schedule Property and the Owner of the lands adjacent to the Schedule Property, which are being developed as a Composite Block along with the Schedule Property herein, in order to release the entire right, title & interest.
18. The Owner do hereby for themselves and on behalf of their heirs, executors, administrators, and assigns agree, allow, ratify and confirm all and whatsoever the Attorney/s shall lawfully do or cause to be done in or about or concerning the matters and things mentioned hereinabove.
19. This power of Attorney is executed pursuant to the JDA duly entered between the principal and the agent i.e., M/s. IndiaBuild Real Estates Pvt. Ltd., and the said agent is represented by its Director / Authorised Signatory. However, any Director / Authorised Signatory / or parties shall exercise all the powers for and on behalf of M/s. IndiaBuild Real Estates Pvt. Ltd., from time to time in accordance with law.



INDIABUILD REAL ESTATES PVT. LTD.

DIRECTOR

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Item No.1 - Survey No.164/2:

On the East	:	Land bearing Survey No.164/6;
On the West	:	Land bearing Survey No.163 and Survey No.164/7;
On the North	:	Land bearing Survey No.164/1 and Survey No.164/6 and Survey No.164/7; and
On the South	:	Land bearing Survey No.153/3 and Survey No.159;



INDIA BUILD REAL ESTATES PVT. LTD.
Santosh
DIRECTOR

Item No.2 - Survey No.164/6

All that piece and parcel of immovable property being converted land (Vide official Memorandum dated 24.03.2022 bearing No.293828) from agricultural purposes to non-agricultural residential purposes, measuring 01 acres 2 guntas comprised in Survey No.164/6(erstwhile Survey No.164/1) situated at Mantanakurchi Village, Kasaba Hobli, Nelamangala Taluk, Bengaluru Rural District having been converted Vide Official Memorandum bearing No.293828 and bounded as follows: -

On the East : Land bearing Survey No.164/5;
On the West : Land bearing Survey No.164/1 and Survey No.164/2;
On the North : Land bearing Survey No.164/1 and Survey No.164/4 and Survey No.164/7 and Survey No.164/8; and
On the South : Land bearing Survey No.164/2 and Survey No.153;

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR MENTIONED HEREINABOVE IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER

WITNESSES:

1.

[Signature]
KURTHI
#BH ROAD, NELAMANGALA

2.

[Signature]
RAMEL
#D.H. ROAD, NELAMANGALA
BANGALORE

[Signature]
(SHAILESH HARAN)
PRINCIPAL

INDIABUILD REAL ESTATES PVT. LTD.

[Signature]
DIRECTOR

(INDIABUILD REAL ESTATES PRIVATE LIMITED,) Represented by its Director
AGENT

DRAFT Bx

[Signature]
NAREEN, CP

(NAREEN, CP)

KORANTH GATE
BANGALORE