

27 Sheets
This Document Consists Of.....
6117 of Book J
2016-17
2016-17

First Sheet Of Doc. No. 6117 of Book J
2016-17

THIS DEVELOPMENT AGREEMENT executed on the Thirtieth day of March Two Thousand Seventeen **BY AND BETWEEN:**

MR. JAWAD BASITH, aged about 67 years, S/o Late B.A. Basith, Residing at Flat No. 904 A, Salarpuria Silverwoods, Rahath Bagh, 15, Nagavarapalya, Bangalore – 560093.

hereinafter referred to as the "**OWNER**" or "FIRST PARTY", which expression shall, wherever the context so requires or admits, mean and include, his heirs, executors, administrators and assigns OF THE ONE PART;

AND:

M/s. SATTVA DEVELOPERS PVT. LTD., a company incorporated under the Companies Act, 1956, having its office at Salarpuria Windsor, No. 3, 4th Floor, Ulsoor Road, BANGALORE - 560 042, and represented by its Director MR. MAHESH KUMAR KHAITAN.

hereinafter referred to as the "**DEVELOPER**" or "SECOND PARTY" which expression wherever the context so requires, shall mean and include its successors-in-title and assigns OF THE OTHER PART;

WITNESSES AS FOLLOWS:

I. **WHEREAS** the First Party is the sole and absolute owner of all that piece and parcel of undeveloped industrially converted land bearing measuring an extent of about 3 Acre 13 Gunta comprised in Survey No. 130/3, of Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, more fully set out in the Schedule below and hereinafter referred to as the "**SCHEDULE PROPERTY**";

II. **WHEREAS** the Owner being desirous of developing the Schedule Property, have negotiated with the Developer herein who have necessary experience in the construction of multi-storied Apartment Buildings and who have assured to comply with the terms and conditions of this agreement and within the time frame stated herein as the Developer have agreed that the time is the essence of this contract and all its aspects including the obligations undertaken by the Developer;

For Sattva Developers Pvt. Ltd.

Director



Print Date & Time : 30-03-2017 06:27:38 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 6117

ಹಲಸೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-03-2017 ರಂದು 05:20:54 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	1050.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	151150.00

ಶ್ರೀ M/s. SATTVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. SATTVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು
ಮುಖ್ಯ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ. (ರೂಪಾಯಿ) ದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿರುವ ಗುರುತು	ಸಹಿ
1	M/s. SATTVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj . (ಬರೆಸಿಕೊಂಡವರು)			
2	Mr. Jawad Basith S/o Late B.A Basith . (ಬರೆದುಕೊಡುವವರು)			

III. **WHEREAS** the Owner has represented to the Developer as under:-

- (a) that the Owner is the absolute owner of the Schedule Property and that the Owner has a good, marketable and subsisting title over the Schedule Property and is in possession and occupation of the Schedule Property and that none other have any right, title and interest or share therein;
- (b) that the Schedule Property is not subject to any litigation, attachments, court or acquisition proceedings of any kind or to any agency coupled with interests or tax liabilities, attachment towards tax liability, nor has the Schedule Property been given as security for any purpose either directly or indirectly or made part of any surety in and case or court proceedings;
- (c) that there are no claims, mortgages, charges, lien or encumbrances on the Schedule Property;
- (d) that the Owner has not entered into any Agreement/ arrangements of Sale, lease, transfer or development of the Schedule Property with any other person;
- (e) that the Owner is in possession and enjoyment and personal occupation of the Schedule Property;
- (f) that the First Party has not created any third party rights on the Schedule Property;
- (g) that there is no impediment for the First Party to acquire, hold, or to sell the Schedule Property under any law;
- (h) that the First Party has upto date paid all the property taxes, levies, cesses and other statutory charges with regard to the Schedule Property;

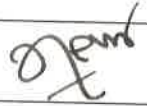
IV. **WHEREAS** based on the aforesaid representations of the Owner, the Developer has agreed to develop the Schedule Property by making the following representations:



For Sattva Developers Pvt. Ltd.



Director

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1	Mouli S/o Obanna No. 41, BDA Complex, Domlur, Bangalore	
2	Basavaraju S/o Late Ramaligaiah No. 41, BDA Complex, Domlur, Bangalore	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

There is no difference between original & Duplicate Registered along With One Duplicate Copy

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

 1 ನೇ ಪ್ರಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ HLS-1-06117-2016-17 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ HLSD144 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 30-03-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ 30/3/17 ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಹಲಸೂರು)	
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Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು



- (i) That it would develop the Schedule Property entirely at their cost and expense, by constructing a Multi-storied Apartment Building thereon by utilizing the maximum achievable FAR permitted under the law for the Schedule Property with common areas, amenities and facilities attached thereto (hereinafter referred to as the "**project**") on the terms and conditions recorded in this agreement.
- ii) The DEVELOPER has the necessary expertise, experience, technical ability to develop and construct various residential and commercial projects.
- iii) That the DEVELOPER has received title records and connected documents relating to the Schedule Property from the OWNER and pursuant thereto, has carried out due diligence on title of the Owner in respect of the Schedule Property.

V. **WHEREAS**, based on the representations made by the parties to each other, both the parties herein have agreed to develop the Schedule Property on certain terms and conditions agreed to between them which is reduced to writing in this agreement as under.

VI. **NOW IT IS MUTUALLY AGREED AS UNDER**

That in pursuance of the foregoing and subject to the mutual obligations undertaken by the Owner and Developer under this Agreement, the Owner confers on the Developer, the irrevocable right to develop, all that piece and parcel of undeveloped converted land, measuring an extent of about 3 Acre 13 Gunta comprised in Survey No. 130/3 of Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, which is more fully described in the Schedule below and hereinafter referred to as the "**SCHEDULE PROPERTY**", in the following manner:-

- (a) The Developer is entitled to develop the Schedule Property by constructing a multi-storeyed Apartment Building comprising of residential apartments of by utilizing the maximum achievable FAR permitted under the law in respect of the Schedule Property with common areas, amenities and facilities attached thereto (hereinafter referred to as the "**project**");

For Sattva Developers Pvt. Ltd.

Director



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. SATVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj , ಇವರು 1611500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನೆಗೆದು ರೂಪ	500.00	Paid by Cash
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1611000.00	D D No. 889107, Dt: 30/03/2017, Kotak Mahindra Bank, Bangalore
ಒಟ್ಟು :	1611500.00	

ಸ್ಥಳ : ಹಲಸೂರು

ದಿನಾಂಕ : 30/03/2017


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪ-ನೋಂದಣಿ ಅಧಿಕಾರಿಗಳು
(ಹಲಸೂರು)
ಹಲಸೂರು, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC ,ACTS Pune.



(b) The Developer shall construct at its cost and deliver to the Owner 30% of the saleable built up area in the said Apartment Building to be constructed on the Schedule Property comprising of residential apartments in accordance with the specifications set out in detail in the Annexure to the agreement along with the exclusive right to use and enjoy 30% of the car parking spaces and 30% of the exclusive garden and the terrace area along with 30% undivided share, right, title and interest in the land comprised in the Schedule Property, which is hereinafter referred to as "**OWNER'S CONSTRUCTED AREA**".

(c) In consideration of the Developer delivering the Owner's Constructed Area, the Owner shall convey an undivided 70% share, right, title and interest in the land comprised in the Schedule Property to the Developer or their nominees and retain the remaining undivided 30% share in the land comprised Schedule Property;

(d) The Developer will be entitled to the entire constructed area less Owner's Constructed Area along with 70% undivided share, right, title and interest in the land comprised in the Schedule Property, which is hereinafter referred to as "**DEVELOPER'S CONSTRUCTED AREA**";

(e) After the receipt of the plan sanction from the Hoskote Planning Authority, the Owner and the Developer shall on or before a period of 30 days from the date of plan sanction, enter into an allocation agreement to duly record the respective apartments allocated to each of them along with the proportionate undivided share, right, title and interest in the Schedule Property and the exclusive right to use and enjoy proportionate car parking space, garden area and terrace area. The allocation shall be done in an equitable manner taking into account the locational advantages and disadvantages of the residential apartments proposed to be constructed.

(f) The Developer has informed the Owner that the Developer may be acquiring additional lands adjacent to the Schedule Property and integrate such additional lands with the Schedule Property and the Owner hereby consents to clubbing of any such additional lands which are acquired by the Developer and for consolidated development on such additional lands being integrated/clubbed with the Schedule Property. Further the Owner has no objection to the Developer clubbing of khatha for such additional lands with the Schedule Property. The Owner shall sign all the necessary application, agreement, affidavit for the purpose of clubbing of khatha as and when required by the Developer. In the event of such integration / clubbing with the additional

For Sattva Developers Pvt. Ltd.

Director

lands, the Owner will only be entitled to Owner's Constructed Area in such consolidated development in terms of this Agreement and to the extent of the FAR achievable and in proportion to 30% of the undivided share, right, title and interest in the land comprised in the Schedule Property.

1) PERMISSION FOR DEVELOPMENT:

1.1) The Owner hereby irrevocably permits and authorises the Developer to enter upon the Schedule Property and to develop the Schedule Property by constructing an Apartment Building as per Sanctioned Plan as a Licensee under a "Licence" as defined under Section 52 of the Indian Easements Act 1882, subject to the terms of this Agreement;

1.3) The Owner shall not revoke the permission so granted, subject to due compliance of the terms agreed by the Developer, till completion of the entire Project as the agency created is one coupled with interest in so far as the Second Party will be incurring expenditure for construction of the Apartment Building in the Schedule Property, having been permitted to develop by obtaining Plan Sanction, Licence etc.; provided however that, nothing herein contained 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 or as a transfer within the meaning of Sections 2(47)(v) and 2(47)(vi) of the Income Tax Act, 1961. It is expressly clarified that the OWNER shall retain legal possession, domain and control over the Schedule Property till the completion of the project:

1.4) Saleable area means i.e., the super built up area which includes the total area constructed including Balconies, Sit outs, Staircases, Lift room, Corridor areas club house, common areas, common amenities and services appertaining to the Building or as the case may be proportionate part/s thereof in the case of unit/s including but not limited to, electrical Meter rooms, pump rooms, Generator rooms, Air-conditions/AHU areas, common areas capable of being used commonly in the building, circulation areas but excludes car parking areas and terrace areas.

2) PLANS/LICENCES:

2.1) The Developer shall prepare all the necessary plan/Drawings/Design for the construction of an Apartment Building and the Developer shall be responsible to submit the same to the Hoskote Local Planning Authority for



For Sattva Developers Pvt. Ltd.



Director

sanction and License of plan within 90 days after obtaining change of Land use to residential use including payment of betterment charges and Subject to clause 4 hereunder and satisfying the objection (if any) whichever is later and later secure the plan sanction. The responsibility and all the expenses for preparing and obtaining necessary licenses, no objection and permissions from the various statutory authorities and government agencies as required for plan sanction for the project and the sanction plan from the Hoskote Local Planning Authority for the Project shall be that of the Developer;

2.2) The Developer shall be entitled to modify the plan already submitted if required by any statutory authority, without materially altering the entitlement of the Owner;

2.3) The Developer shall hand over to the Owner one set of the plan sanction, commencement certificate, No Objection Certificates (NOC) and other statutory approvals for the project received from the plan sanctioning authorities and other Govt. Departments and Agencies within a period of 15 days from the date of receipt of each of them from the concerned authority/Government Agency.

3) REPRESENTATIONS BY THE OWNER:

3.1) The Owner hereby declares that subject to what is stated above:

(a) the title of the Owner to the Schedule Property is clear and marketable and free from encumbrances;

(b) no notice from Government or any other local body or authority or under the Land Acquisition Act or any other Act (Central or State) otherwise or under any other Legislative Enactment, Government Ordinance Order or Notification (including any notice for acquisition or requisition of the Schedule Property) has been received by the Owner;

(c) that the Owner has not created any easement or licence over or in respect of the Schedule Property or any part thereof;

(d) that the Schedule Property has not been attached in pursuance of any claim or decree or for recovery of Government or Municipal dues or taxes;



For Sattva Developers Pvt. Ltd.


Director



(e) that the Schedule Property is not subject to any lispendens or attachment either before or after judgment;

(f) that the Owner has not created any charge, mortgage or encumbrances on the Schedule Property and has not alienated, leased, transferred or created any other third party rights of whatsoever nature in respect of the Schedule Property or any part thereof and has not entered into any agreement or arrangement to do the same and during subsistence of this Agreement, agree not to enter into any agreement or arrangement in respect of the development rights are granted by the Owner to the Developer under this Agreement;

3.2) The Developer have entered into this Agreement on the basis of the aforesaid representations of the Owner. The Owner agree and undertake to indemnify and keep indemnified the Developer against any encumbrances or demands or claims if, found to be existing or made in respect of the Schedule Property, and the Owner agree also to clear and/or remove the same at their own costs and expenses and ensure that there is no obstruction, interruption or objection to the Developer' rights to carry on development of the Schedule Property and to sell the units to be constructed by them on the Schedule Property and in the event of there being any stoppage of work or delay caused, the Developer shall be entitled to a corresponding extension of the time for completion of the Project;

4) PUBLIC NOTICE

The Owner has agreed that the Developer, on the execution of this Development Agreement, will be entitled to issue a public notice calling for claims and if there are any claims which affects the title of the property or the development the same will be removed by the Owner at their cost, within reasonable time not exceeding 60 days and if there is any delay, the Developer at its option will be entitled to terminate this agreement and seek refund of the amounts paid under this agreement along with interest at the rate of 15% per annum from the date of payment till the date of refund. The Developer will also be entitled to claim the other expenses and costs incurred by them with respect to the property upto that date. In the event of the Developer continuing with the transaction, till such time the objections are removed to the satisfaction of the Developer, the amounts paid would carry interest at the rate of 18% per annum from the date of payment, in addition to the Developer getting corresponding

For Sattva Developers Pvt. Ltd.

Director

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extension of time for completion of the project as per clause No.10 of this agreement.

5) APPOINTMENT OF ARCHITECTS, CONTRACTORS, ENGINEERS:

The Developer at their cost will be entitled to engage Architects, Contractors and other agencies required for the execution and completion of the construction work; however, in case of any disputes between the Developer and their contractors, architects, engineers and other workmen, vendors, suppliers of materials, or any agency employed by the Developer, the same shall be settled by the Developer and the Owner shall have no liability of any nature whatsoever;

6) OBLIGATIONS OF THE PARTIES:

6.1) DEVELOPER'S OBLIGATIONS

The Developer shall, on its own and at its own cost and expenses, perform the following, namely:

- (a) prepare and finalize the plans and applications required for the construction of the multi-storeyed residential apartment on the Schedule Property;
- (b) take all necessary steps to obtain sanction to the building plans by the Hoskote Planning Authority/Bangalore Development Authority/ Bangalore City Corporation and/or from all such other statutory authorities, as may become necessary from time to time;
- (c) construct, at their own cost and expenses, a multi-storeyed residential apartment in the Schedule Property, confirming to the sanctioned building plan, with such alterations, additions, modifications as may, from time to time become necessary without materially affecting the entitlement of the Owner. In the event such modifications become necessary, the Developer shall obtain the prior consent of the Owner in writing. The Developer shall be solely liable for all penalties levied by the sanctioning authorities for any deviations made from the sanctioned plan held to be illegal;
- (d) Deliver one set of complete sanctioned plan to the Owner;



For Sattva Developers Pvt. Ltd.


Director

6.2) OWNER'S OBLIGATIONS:

(a) The Owner shall also be responsible for the change of land use and all costs with regard thereto will be borne by the Owner.

(b) On signing of this Development Agreement, the Owner shall execute all such papers and documents required for the purpose of plan sanctions from Hoskote Local Planning Authority, the Corporation of City of Bangalore, Karnataka Power Transmission Corporation Limited, Bangalore Water Supply and Sewerage Board or such other Authorities for getting permissions and sanctions, for the effective development and completion of the Project. If there is delay on the part of the Owner in execution of such papers the Second Party will be entitled to corresponding extension of time for completion of their obligation;

(c) The Owner hereby agrees not to interfere or interrupt in any manner whatsoever in the course of construction of the Apartment Building and/or commit any act or omission having the effect of delaying or stopping the work that has to be done under this Agreement.

7) PERMISSIVE POSSESSION:

The Owner hereby irrevocably permits the Developer to enter into the Schedule Property as a part of the contract granting the Developer or its nominee/s the right to construct in terms of this Agreement for Development. This right of entry shall constitute permissive possession under a licence as defined under Section 52 of the Indian Easements Act 1882. It is specifically understood between the parties that the authority so granted under this clause is not being given or intended to be given by the Owner in part performance of any agreement as stipulated in Section 53A of the Transfer of Property Act 1882 or the Section 2(47)(v) or Section 2(47)(vi) of the Income Tax Act, 1961.

8) COMMENCEMENT OF DEVELOPMENTAL WORK AND AMENITIES:

8.1) The Developer shall, subject to execution of the allocation agreement between the parties, commence the construction work on the Schedule Property within three (3) months from the date of getting the plan approved from Hoskote Local Planning Authority, time being the essence of compliance of this obligation on the part of the Developer.



For Sattva Developers Pvt. Ltd.


Director

8.2) The Developer shall have the sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction etc., and the Owner shall not interfere with the same in any manner whatsoever;

8.3) The Owner shall extend full co-operation to the Developer to complete the development undertaken by them. The Owner shall not create any impediments or obstruction in the way of the Developer in developing or constructing the Apartment Building. However, the Developer shall permit entry to the Owner or its authorised agents to the construction site to inspect the construction work carried out by the Developer;

8.4) The work of development shall be as per the specifications set out in Annexure "A" hereto or equivalents thereto and the decision of the Developer in this regard shall be final.

9) MOBILIZATION OF WORK FORCE & PAYMENTS:

The Developer shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by them as hereunder. The Developer shall meet all the costs of construction materials and shall be solely responsible for the payment of wages to the labourers as employed by them for execution of construction work undertaken by them under this Agreement. The Owner shall in no way be liable to make payments or compensate the labourers for any injuries or loss sustained to the labourers employed by the Developer;

10) COMPLETION OF THE PROJECT:

10.1) It is mutually agreed that the Developer shall commence work on site as provided under clause 8.1 and apply for the commencement certificate from Hoskote Local Planning Authority on or before a period of three (3) months from the date of plan sanction. The Developer shall complete the project in all respects and make the residential apartments fully fit for human habitation within 42 (Forty Two) months from the date of receipt of the Commencement Certificate subject to 10.2 below. However, the Developer is entitled for a further period of 6 (Six) months as a grace period for completion of the project. The completion of project shall mean completion of the residential apartments in accordance with the specifications which have been agreed upon by the Owner and the Developer as set out in the annexure to this agreement and



For Sattva Developers Pvt. Ltd.



Director

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confirmation of the same by the issue of a Completion Certificate by the Architect appointed for the project. However, the Developer shall be responsible for obtaining occupancy certificate for the project from the competent authority.

10.2) However, the Developer shall be entitled to corresponding extension of time for securing completion of the construction and the occupancy certificate of the said building, if the delay, in completion of construction or obtaining occupation certificate, is caused due to any eventuality of force majeure, civil commotion, or any act of God or due to any act or omission of the Owner having the effect of legally bringing a stop to the work undertaken by the Developer not being caused due to the fault of the Developer. The Developer shall intimate the Owner of such eventuality and the estimated time required as extension to complete the construction;

11) DELAY/FAILURE TO COMPLETE THE PROJECT IN TIME:

11.1) In the event the Developer failing to hand over possession of the Owner's Constructed Area complete in all respects for human habitation within the stipulated period for reasons other than set out in, 10.2 above, the Developer shall be liable to pay to the Owner, a liquidated compensation of Rs.5/- per square foot of the saleable area of the Owner's Constructed Area in the Project per month of delay or part thereof from the due date of delivery to the actual date of delivery of the Owner's Constructed Area not delivered;

11.2) The Developer shall not be held to be in breach of terms of this agreement, if it is prevented from performing their obligations by reasons of force majeure including but not limited to fire, flood, earthquakes, storms, typhoons, explosions, actions of the elements, acts of God, governmental restrictions, accidents, epidemics, strikes, lockouts or other labour disputes or storage, inability to obtain or shortage of material equipment or transportation, insurrections, riots or other civil commotion, war, enemy action, acts, demands or requirement of the governments or military authorities in any states or by other causes beyond its control, provided that notice is given to the other party, as soon as possible of the occurrence of the aforesaid events;



For Sattva Developers Pvt. Ltd.


Director



12) AREA ENTITLEMENTS:

12.1) In consideration of Owner agreeing to transfer an undivided 70% (Seventy percent) share in the Schedule Property to the Developer or their nominee/s, the Developer agree to construct and deliver to the Owner, free from all encumbrances and liabilities, the Owner's Constructed Area; for the absolute use and/or benefit and ownership of the Owner;

12.2) In consideration of the Developer agreeing to deliver the Owner's Constructed Area as stated above, the Owner hereby agree to transfer/convey to the Developer or their nominees, free from all encumbrances and liabilities, an undivided 70% (Seventy percent) share in the land comprised in the Schedule Property, either in one lot or in several shares;

12.3) The Owner's Constructed Area shall be the absolute property of the Owner and he shall be entitled to sell, mortgage, gift, lease or otherwise dispose of the same or any part thereof, along with their undivided 30% (Thirty percent) share in the land comprised in the Schedule Property and they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from;

12.4) The Developer shall be entitled to hold or to sell, gift, mortgage, lease or otherwise dispose of the remaining constructed area less the Owner's Constructed Area in the Building to be constructed in the Schedule Property along with the balance 70% (Seventy percent) Car Parking Space, 70% of the exclusive Garden and the terrace Area (hereinafter also referred to as "DEVELOPER'S CONSTRUCTED AREA") along with the undivided 70% share in the land comprised in the Schedule 'A' Property in any manner they deem fit and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising there from;

12.5) The Owner and Developer have decided on mutual discussions that they have further agreed that with regards to the division of the constructed area in the Apartment Building, the Parties shall execute a separate Allocation agreement after the plan sanction

12.6) The respective parties shall alone be entitled to the proceeds of their respective shares and will be responsible for the payment of all statutory dues and taxes for such receipts;

For Sattva Developers Pvt. Ltd.

Director

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12.7) Since an Apartment cannot be fragmented to enable the Owner and the Developer to retain exactly 30% and 70% respectively of the constructed area, If the constructed saleable super built-up area of the apartments of the Owner falls short of 30%, the Developer shall pay for such shortfall to the Owner at the prevailing market rate of super built up area and if there is an additional area received by the Owner beyond their entitlement of 30%, it is agreed that the Owner will pay at the prevailing market rate of super built up area to the Developer;

13) DEPOSIT AND PAYMENT:

13.1 The Second Party shall pay a sum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs only) as Interest Free Refundable Security Deposit (IFRSD) to the First Party in the following manner:-

- a) A sum of Rs. 50,00,000 (Rupees Fifty Lakhs only) already paid by Cheque No.026852 dated 14.05.2014 drawn on ING Vysya Bank Limited Bank, K.H. Road Branch, Bangalore, the receipt of which the First Party hereby accepts and acknowledges;
- b) A sum of Rs. 25,00,000 (Rupees Twenty Five Lakhs Only) is paid on this day by way of Cheque bearing No.000690 dated 30/03/2017 drawn on Kotak Mahindra Bank, K.H.Road, Bangalore, the receipt of which the Owner hereby accepts and acknowledges.
- c) A sum of Rs. 75,00,000 (Rupees Seventy Five Lakhs Only) will be paid after obtaining the plan sanction and on execution of allocation agreement identifying each other's entitlement in the Development.

13.2 The Owner shall refund the said interest free Refundable Deposit to Developer on expiry of 15 days from the date of Developer intimating to the Owners that such Owners' Constructed Area is ready for delivery with Completion Certificate from Architect. In case the Owners fail to refund the said interest free Refundable Deposit to the Developer, it will carry interest at the rate of 15% per annum from the date of default till refund of Security Deposit amount.

For Sattva Developers Pvt. Ltd.



Director

14) POWER TO SELL UNDIVIDED SHARE AND CONVEYANCE AND CONSTRUCTION AGREEMENT:

14.1) The Owner hereby give their express consent to the Developer to enter into agreements with the prospective purchasers to sell, or lease, up to an undivided 70% share in the land comprised in the Schedule Property and the Developer will also be entitled to enter into construction contracts or such other contracts with prospective purchaser of the undivided share in land and receive sale price and cost of construction without having to render accounts to the Owner. It is expressly clarified that the powers to execute and register deeds of absolute sale and conveyance in respect of the Developer's Constructed Area along with the proportionate undivided share, right, title and interest in the Schedule Property and the exclusive right to use and enjoy proportionate car parking space, garden area and terrace area in the Project can be exercised by the Developer only after the completion of the project. The completion of project shall mean issue of Completion Certificate by the Architect appointed for the project in terms of the specification which has been agreed.

14.2) On signing of this Development Agreement, the Owner shall execute a General Power of Attorney in favour of the Developer or their nominee or nominees, empowering the Second Party or their nominee/s to approach the Bangalore Development Authority, City Municipal Council, BESCOM, Bangalore Water Supply and Sewerage Board or such other agency or Competent Authorities and get the required permissions and sanctions, and for appointing the Contractors, Civil Engineers, Architects, Consultants or for performing or executing the performance of all acts as desired by the Developer, for the effective development and completion of the Project;

14.3) The Owner shall also execute a Power of Attorney in favour of the Developer or their nominee/s, empowering them to enter into agreements to sell, lease, licence, tenancy agreements with regards to the Developer Constructed Area with or without constructed area or create mortgage, charge, lien, or take financial facility to the extent of 70% undivided share, right, title and interest in the Schedule Property being the share of the Developer or its nominee/s and further authorizing the Developer or its nominee/s to apply and obtain clearance under the provisions of the Income Tax Act 1961. The Power of Attorney shall further empower the Developer or its nominee/s to execute conveyances, transfer or deed of lease, mortgages, liens, charges, licences, tenancies or otherwise dispose off the aforementioned 70% undivided interest in favour of the Developer or its nominee/s with or without the corresponding

For Sattva Developers Pvt. Ltd.



Director

constructed area in the saleable super built-up area or portion thereof., however the power of conveyance shall be exercised only after the completion of the project. The completion of project shall mean issue of Completion Certificate by the Architect appointed for the project in terms of the specification which has been agreed;

The Owner have agreed that they shall come forward to execute the sale deeds and register the same in favour of the nominees of the Developer at the request of the Developer prior to obtaining the occupation certificate. The Owner further agree that the said Power of Attorney will not be revoked under any circumstances as the same is executed for consideration. The Owner shall come forward to register the said Power of Attorney entirely at the cost of the Developer;

14.4) Notwithstanding anything contained in this Agreement and/or Power of Attorney to be executed in pursuance of this Agreement, it is agreed and expressly clarified that the Developer have a right to sell and/or dispose of in its own right, 70% of the area constructed by it on the Schedule Property meaning thereby that the power of sale contained in this Agreement as also a separate Power of Attorney to be executed by the Owner shall entitle and authorise the Developer to sell and/or convey all the rights, title and interest in the Schedule Property, subject to the ceiling that such authority does not exceed 70% of the area that it is entitled to construct and/or develop under this Agreement. However, the power of conveyance shall be exercised by the Developer only after the completion of the project. The completion of project shall mean issue of Completion Certificate by the Architect appointed for the project in terms of the specification which has been agreed;

14.5) The stamp duty and registration fees and all connected expenses for registration of this agreement and the General Power of Attorney stated above shall be borne by the Developer only.

15) ASSIGNMENT OF DEVELOPMENTAL WORK:

The Developer is entitled to entrust/assign the Development work to such person/s as it deems fit, provided, however, that the Developer alone is liable to fulfil the terms and conditions of this Agreement;

For Sattva Developers Pvt Ltd.



Director

16) CUSTODY OF ORIGINAL TITLE DEEDS:

The Owners shall, hand over the original title deeds with respect to the Schedule Property to the Developer on payment of balance Security Deposit in terms of clause 13(1)(b). On formation of Association of the Owners of the Apartment Building and on the Apartment Building being completed, the Developer shall hand over the same to Association of the owners of the Apartment Building when formed. The Owners shall be entitled by itself, its agents, servants, advocates, and the prospective buyers shall be entitled to the inspection of the said documents, take the inspection thereof and make extracts there from time to time. The Owner shall give reasonable notice for inspection of such original documents, which shall not be less than 12 hours and the inspection shall be given during office hours.

17) OWNERS ASSOCIATION:

The Owner and the Developer and/or the transferees or their successors-in-title shall, along with the other co-owners or occupants of the building, become members of the Association to be formed for the purpose of maintenance of the apartment building, common areas, amenities and facilities in the project. The parties hereto shall pay their respective share of maintenance deposits and or charges to the apartment owners association or the maintenance company as may be formed or appointed on completion of the Building. If for any reason, the Apartment owners Association is not formed by that time, the same shall be paid to the Developer or their nominees till the formation of the Association. Any amounts in the hand of the Developer at the time of formation of the Apartment owners Association, will be handed over within fifteen (15) days of the formation of such Apartment owners Association;

18) PAYMENT OF DEPOSITS ETC.:

18.1) The Developer and the Owner shall pay all the deposits payable to the BESCOM/Bangalore Water Supply and Sewerage Board and any other expenses required for such connections (including the cost for any material cables, transformers) for the entire building proportionate to their entitlement of the constructed area, that is 70% of all deposits & expenses to be paid by the Developer and 30% to be paid by the Owner. However, the Developer shall firstly pay the entire deposits payable to the BESCOM/Bangalore Water Supply and Sewerage Board and any other expenses required for such connections (including the cost for any material cables, transformers) and works contract tax



For Sattva Developers Pvt. Ltd.


Director

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and demand reimbursement of Owner's share from the date of delivery of possession or on the expiry of one month from the date of service of a written notice which ever is earlier. In the event of the Owner not reimbursing the entire amount to the Developer, The Developer shall be entitled to charge 15% interest after the 30th day for the next 90 days. The Owner and the Developer agree that the Developer will be entitled to adjust the non reimbursed amount along with interest @15% after this period against such of the Owner's Constructed Area corresponding to the amounts not reimbursed based on the prevailing market rate of super built up area out of the Owner's Constructed Area and the First Party(Owner) shall execute all necessary documents without demur transferring proportionate undivided share in land to the Second Party(Developer) and such adjustment shall not be questioned by the First Party;

The Owner shall be required to pay the corresponding share of the Maintenance deposits with regard to the Owner's Constructed Area which may be required to be paid to the Association/Developer as the case may be;

18.2) In the event of the First Party selling its constructed area or any part of the constructed area then in that event, the purchaser of the said area shall be responsible for the payment of amounts above mentioned at the time of completion of building as stated in clause 18.1 above.

The Developer shall not be liable to hand over possession of the Owner's Constructed Area till the payment of the entire amounts payable by the Owner under this agreement are paid to the Developer.

19) PAYMENT OF VAT/SERVICE TAX /GST:

The Owner shall bear and pay the VAT, works contract Tax, GST, service tax or such other statutory levies, taxes etc., for the Owner's Constructed Area. Within 21 days from the date of receipt of the letter from the Developer intimating issuance of certificate of completion of the project by the project architect, the said amounts shall be paid by Owner before taking delivery of the Owner's Constructed Area. In the event of there being any default in paying the amounts the Developer will be entitled to claim interest at the rate of 15% per annum and after three (3) months of the amounts becoming due, the Developer will be entitled to adjust the amount due and the interest thereon against the Owner's Constructed Area at mutually agreed rate and if the rate is not agreed, the interest payment shall continue to accrue till the area

For Sattva Developers Pvt. Ltd.



Director

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is not transferred to the Developer in terms of this agreement. On such eventuality, the Owner shall execute such documents of transfer as called upon by the Developer.

20) PAYMENT OF PROPERTY TAXES:

The Owner shall pay all the taxes, levies and cess in respect of the Schedule Property upto the date of this Agreement thereafter the Developer shall pay the said Property taxes for the Schedule Property during the period of construction until completion of construction and delivery of possession of the Owner's Constructed Area;

21) TAXES, MAINTENANCE CHARGES, ETC.:

21.1) On completion of construction and delivery of the Owner Constructed Area or within one month of issue of written intimation to the Owner sent by registered post acknowledgement due to the Owner by the Developer intimating to the Owner of the fact that Owner's Constructed Area is complete and is ready for delivery in all respects, the Owner and the Developer and or any one claiming through them shall be liable to pay the property Taxes, cesses, assessments, charges for electricity, water and sanitary and other services and out goings payable in respect of their respective constructed area;

21.2) The Owner and the Developer or any one claiming through them shall from the date of completion of Owner's Constructed Area in all respects for which an intimation has been sent by the Developer to the Owner as mentioned in clause 21.1 supra, maintain their respective portions at their own cost in good and tenantable condition and shall not do or suffer, to be done anything in or to the said premises and/or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common areas;

21.3) The Owner and/or their transferees in regard to the Owner's Constructed Area and the Developer and/or their nominees in respect of Developer's area shall become members of the Association to be formed by all the holders of built up area for the purpose of attending to regular maintenance and safety of the buildings and all matters of common interest and concern and shall abide by the terms/ conditions/Bye-laws/Rules and Regulations of such Association.



For Sattva Developers Pvt. Ltd.


Director

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22) INDEMNIFICATION:

22.1) The Owner shall be kept indemnified and rendered harmless by the Developer against any loss, liability, cost or claim, action or proceedings that may arise against them or their share of area by reason of any failure on the part of the Developer to discharge their liabilities/ obligations or on account of any act of commission or omission in using the Schedule Property or putting up the construction or under any contract the Developer shall have entered with any third party on the strength of this Agreement. The Developer shall be fully and solely liable and responsible to the Government, Corporation of the City of Bangalore and other authorities for the due compliance of all statutory requirements and to the prospective purchasers of apartments in the project with whom the Developer shall enter into any agreement;

22.2) Similarly the Owner shall indemnify and keep indemnified the Developer or any one claiming through the Developer against any losses, claims, damages, proceedings, actions etc., that may arise or faced by the Developer due to the defect in title of the Owner to the Schedule Property or the Owner failure to keep the title to the Schedule Property free and marketable. The Developer shall immediately after coming to know about the defect in title or third party claims or any acts or omission commission by the Owner, shall make a written claim to the Owner who shall answer and settle or clear such claim/claims, within 30 days of service of notice and prevent any delay in development of the Schedule Property. Any such claim/claims shall be a charge on the Owner's Constructed Area and period of delay in resolving the same by the Owner shall be added to the period of construction. The Owner shall not be liable to pay any additional amounts or penalty to the Developer;

23) NAME OF THE PROJECT :

The Developer will name the project in consultation with the Owner and the same not to be changed thereafter.

24) NOT A PARTNERSHIP:

The Development contemplated by this Agreement is not in the nature of a Partnership as contemplated either under the Indian Partnership Act, 1932, or by the Income Tax Act, 1961;



For Sattva Developers Pvt. Ltd.


Director

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25) BREACH AND CONSEQUENCES:

In the event of breach by either party to this agreement, the other party (the aggrieved party) shall be entitled to specific performance of the contract and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach from the party committing breach.

26) PAYMENT OF STAMP DUTY & REGISTRATION CHARGES ETC.:

The stamp duty and registration charges in respect of the registration of Agreement/Sale Deeds pertaining to the share of the Developer, as contemplated above, shall be borne by the Developer or their nominee/s and that in respect of the Apartments fallen to the share of the Owner by the Owner or their nominee/s;

For the purpose of stamp duty and registration fee on this Agreement the general power of attorney, the Developer proposes to construct on the Schedule Property a building measuring approximately 82,219 square feet of built up area including basement. The final extent of construction as per the approved plan may vary. Based on the above, the proposed constructed area allocable to the Owner is ~~24670~~ square feet of built up area being the 30% of the built up area allocable to the Owner in term of this Agreement.

27) ARBITRATION:

The Parties hereto agree that in the event of there being any disputes with regards to this Agreement or interpretation of any of the terms of this Agreement, the same shall be referred to the Arbitration in terms hereof;

Arbitration shall be conducted as follows:

- a) All proceedings in any arbitration shall be conducted in English.
- b) The dispute shall be referred to a panel of two arbitrators, Owner shall appoint one arbitrator and Developer shall appoint one arbitrator and the third being appointed by the two arbitrators nominated by the Parties.
- c) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.

For Sattva Developers Pvt. Ltd



Director

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d) The arbitral tribunal may by unanimous agreement, award to a party that substantially prevails on the merits its costs and reasonable expenses (including reasonable fees of its counsel).

e) Seat of such arbitration tribunal shall be at Bangalore. The Arbitration Proceedings shall be governed by the Arbitration and Conciliation Act, 1996;

28) REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 (RERA ACT 2016):

The Owner and the Developer recognize that the Project may be subject to the provisions of the REAL ESTATE (REGULATION AND DEVELOPMENT) ACT 2016, the rules and regulations framed there under and the notification and circulars issued under the said act from time to time. As the said act is yet to be adopted in the State of Karnataka as on the date of this agreement, the Owner and the Developer hereby agree to comply with the provisions of the act and make suitable modifications and amendments to this Agreement as may be necessary to comply with the provisions of the said act after its adoption (with or without modification) in the State of Karnataka and such modifications or amendments shall be reduced to writing in a supplementary agreement entered into between the Owner and the Developer.

29) BORROWINGS:

The Developer shall be entitled to obtain facilities from Banks, and/ or any Financial Institution for the project, on the security of the Developer's Constructed Area only and such mortgage of the Developer's Constructed Area if so required will be done by such document duly executed and registered by the Developer and also by deposit of the original Title Deeds of the Schedule Property with such Banks, and / or any Financial Institution. However, there shall be no personal liability on the Owner in regard to any such debts and in the event of any default in repayment by the Developer, recovery shall be enforced only against the Developer's Constructed Area. The Owner's Area shall not be encumbered/lien/mortgaged at any point of time by the Developer.

For Sattva Developers Pvt. Ltd.


Director

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↑**30) MISCELLANEOUS:****30.1 NOTICES:**

30.1.1 Except as otherwise expressly provided therein, all notices and other communications provided for hereunder shall be in writing and shall be transmitted (i) by postage, pre-paid registered mail or by internationally recognised courier service, or (ii) by facsimile transmission or by cable, confirmation copies to be sent by mail, to the parties hereto as follows, as elected by the party hereto giving such notice:

If to Owner : **MR. JAWAD BASITH,**

Address : Flat No. 904 A, Salarpuria Silverwoods, Rahath Bagh, 15, Nagavarapalya, Bangalore – 560093.

Attention :
Telephone :
Facsimile :

If to Developer

Address : 4th Floor, Salarpuria Windsor, No. 3, Ulsoor Road, BANGALORE - 560 042.

Attention : Mr. Bijay Agarwal
Telephone : 080-42699000
Facsimile :

30.1.2. Either Party may from time to time change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other not less than 10 days prior written notice.

31) LANGUAGE:

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



For Sattva Developers Pvt. Ltd.

 Director

32) JURISDICTION:

The Courts in Bangalore alone shall have jurisdiction over this agreement;

33) AMENDMENT OR WAIVER:

33.1) Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged or terminated unless such amendment, change, waiver, discharge or termination is in writing signed by all of the parties hereto;

33.2) No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of the same provision and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement;

34) ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the Parties, and supersedes all other Agreements and understandings between the Parties or any of them.

35) PERMANENT ACCOUNT NUMBER/GENERAL INDEX REGISTER NUMBER:

The Permanent Account Number/General Index Register Number of the Owner and the Developer are as follows:-

- a) Owner : AAOPB9983F
- b) Developer : AAICS2869J

For Sattva Developers Pvt. Ltd.

Director

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A**36) HEADING:**

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement;

37) CUSTODY OF AGREEMENT:

The Original of this Development Agreement shall be with the Developer and the Duplicate copy thereof shall be retained by the Owner;

S C H E D U L E P R O P E R T Y

All that piece and parcel of undeveloped industrially converted lands bearing Survey No. 130/3, measuring about 3 Acre 13 Gunta situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk vide conversion order bearing Official Memorandum bearing No.B.DIS.ALN.SR.789/1974-75, issued by the Deputy Commissioner Bangalore District Bangalore dated 19/05/1975 and 24/12/1975, and bounded as under

East by: Private road leading to GR Sun Villas

West by: Road

North by: Property belonging to Kalpana Patil

South by: Private Property

For Sattva Developers Pvt. Ltd.


Director

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ANNEXURE 'A'

SPECIFICATIONS RELATING TO THE PROJECT

1. Structure:

- RCC framed structure with RCC walls.

2. Flooring:

a. Common area:

- Lift lobby: Granite/Vitrified tiles flooring
- Corridors: Vitrified /Granite tiles/ Ceramic tiles flooring

b. Apartment:

- Foyer, Living, Dining, Bedrooms and Kitchen : Vitrified tiles flooring
- Master Bedroom : Vitrified tiles Flooring
- Balcony & Utility : Ceramic tiles flooring

c. Toilets:

- Ceramic tiles flooring
- Glazed / Ceramic tile dado up to 7' height.

3. Kitchen:

- Hot & cold wall mixer – 1 No.
- Provision for water heater & Purifier fixing
- Inlet & outlet for washing machine

4. Toilets:

- Chromium plated fittings of reputed brand
- Hot and cold basin mixer for all the toilet.
- Wall mixer with CP shower units in bath area for all the toilets.
- Health Faucet For all the Toilets.
- Washbasin in the all toilet and CBR toilet.

For Sattva Developers Pvt. Ltd.

Director



5. **Doors:**

- All door frames in Woodenised wood/ stone equivalent approved by Architect.
- All doors made of Flush Door with enamel painting

6. **Windows:**

- Anodised aluminium powder coated windows with 2 track glazed sliding shutters with mosquito mesh and Ventilators for toilets.

7. **Painting:**

- Exterior finish with weather coat / texture paint.
- Internal walls with plastic Emulsion and ceilings with oil bound distemper.

8. **Generator:**

- Stand-by generator for lights in common areas, lifts and pumps and individual apartments. Power back to the apartment would be provided at extra charge.

9. **Lift**

- Lift of Reputed make.

10. **Plumbing and sanitary lines:**

- PVC lines for sewage disposal & concealed PPR / CPVC water lines for water supply.

11. **Electrical:**

- Concealed conduit with copper wiring:

For Sattva Developers Pvt. Ltd.

Director

IN WITNESS WHEREOF the OWNER and the DEVELOPER have signed this Agreement on the day, month and year first above mentioned in the presence of the following Witnesses:

WITNESSES:

1) Basavaraj
Basavaraj
No. 41 BBA ceptur
Domlur
Bldg 2



OWNER

2) gowd
nare
No 41-BBA gowd
Ahr.

For Sattva Developers Pvt. Ltd.


Director

DEVELOPER

DRAFTED BY:

Kanthi B.V.
Sattva Group
Ulsoor Road
Bangalore-42

BK IV
468

2022-23

ಈ ದಸ್ತಾವೇಜು 9 ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದೆ
ಇದರ ಪುಸ್ತಕದ 468 2022-23 ದಸ್ತಾವೇಜಿನ ಎಂದನೇ ಪು
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು



THE AMENDMENT TO THE GENERAL POWER OF ATTORNEY DATED THIRTIETH MARCH 2017 executed on 05.11.2022.

BY

MR. JAWAD BASITH, aged about 72 years, S/o Late B.A. Basith, Residing at Flat No. 904 A, Salarpuria Silverwoods, Rahath Bagh, 15, Nagavarapalya, Bangalore - 560093.

IN FAVOUR OF:

M/s. SATTVA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No. 41, N.S. Road, Kolkata 700 001 and having its Bangalore office at Salarpuria Windsor, No. 3, 4th Floor, Ulsoor Road, Bangalore - 560 042, and represented by its Director Mr. Mahesh Khaitan.

WITNESSES AS FOLLOWS:

I. **WHEREAS**, in furtherance to the Development Agreement dated 13.03.2017 registered as Document No.6117/2016-17 in Book I and stored in CD No.HLSD144 in the office of the Sub Registrar, Ulsoor (Shivajinagar), Bengaluru) (hereinafter referred to the '**Said JDA**'), I had executed a power of attorney dated 30.03.2017 (registered as document No. 623/2016-17 of Book IV and stored in C.D. No. HLSD144 in the Office of the Sub-Registrar, Ulsoor, Bangalore) in favour of **M/s. SATTVA DEVELOPERS PRIVATE LIMITED**, the Developer under the Said JDA granting authority in terms thereof with regards to the Schedule Property thereto and Schedule Property hereto;

II. **WHEREAS** I have entered into First supplementary agreement dated 05.11.2022 (hereinafter referred to as the '**Supplement Agreement**') (registered as Document No. 6526 /2022-23 in Book No. I, CD No. SHVD 1249, in the office of the Sub-Registrar, Shivajinagar, Bangalore) recording certain additional understanding to the terms and conditions of the Said JDA with regard to the sharing under the Said JDA which is now based on the revenue sharing instead of constructed area sharing and in furtherance to the clause 8 of the said Supplemental Agreement, I am executing this amendment to the power of attorney dated 30.03.2017 (registered as document No. 623/2016-17

ಇವು ಸಹಿತ 468 2022-23 ದಸ್ತಾವೇಜಿನ ನೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು



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

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S SATVA DEVELOPERS PRIVATE LIMITE rep by Its Direcor Mr. Mahesh Khaltan rep by
his SPA Holder Mr. Surendra Kumar Bajaj , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ
ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ್	1000.00	Challan No CR1122003000182236 Rs. 1000/- dated 05/Nov/2022
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಶಿವಾಜಿನಗರ

ದಿನಾಂಕ : 05/11/2022

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
(ಶಿವಾಜಿನಗರ)
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.

IV ನೇ ಪುಟದ 468 2022-23 ದೃಢೀಕರಣ 3 ನೇ ಪುಟ
ಹಿ ಉ ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

of Book IV and stored in C.D. No. HLSD144 in the Office of the Sub-Registrar, Ulsoor, Bangalore) authorising the changes whereby the Developer who is also our attorney to deal with the entire of Schedule Property and the undivided share therefrom;

III. NOW THIS AMENDMENT TO THE POWER OF ATTORNEY DATED 30/03/2017 WITNESSETH AS FOLLOWS: -

- A). The clauses (13) to (17), (19) to (21), (23), (25) to (29) and (31) of the Power of Attorney dated 30/03/2017 shall stand amended as follows:
- 13) to enter into agreements for sale of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex or enter into any kind of agreement/s on such terms as my Attorney deems fit and to get the Agreement/s registered as well to cancel the said registration;
 - 14) to transfer and convey by way of sale or gift, release, exchange or otherwise, of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and execute necessary Deeds of Sale/Conveyance in favour of the intending purchasers/ transferees and do everything necessary for completing the sale/ conveyance/ transfer /gift / release/ exchange of the same including execution of such Deed/s, and for the presentation of the Sale Deed/s or any other gifts as required for this clause and admitting execution thereof as well as to sign and execute all forms, affidavits, applications/statements/ declarations/ forms/returns;
 - 15) to receive the consideration for sale/transfer/conveyance, as also advances, earnest money deposits, part payments and balance payments in regard to the sale/conveyance/transfer of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and issue receipts and acknowledgements thereof;
 - 16) to apply for and obtain clearance required for the registration of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and on my behalf either in favour of the purchasers or





468 2022-23 ದಸ್ತಾವೇಜಿನ 4ನೇ ಪುಟ
 ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 468

ಶಿವಾಜಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 05-11-2022 ರಂದು 03:13:45 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1000.00
2	ಸ್ಯಾನಿಂಗ್ ಫೀ	400.00
	ಒಟ್ಟು :	1400.00

ಶ್ರೀ M/S SATTVA DEVELOPERS PRIVATE LIMITE rep by Its Dircor Mr. Mahesh Khaitan rep by his SPA Holder Mr. Surendra Kumar Bajaj ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S SATTVA DEVELOPERS PRIVATE LIMITE rep by Its Dircor Mr. Mahesh Khaitan rep by his SPA Holder Mr. Surendra Kumar Bajaj			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
 ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	M/S SATTVA DEVELOPERS PRIVATE LIMITE rep by Its Dircor Mr. Mahesh Khaitan rep by his SPA Holder Mr. Surendra Kumar Bajaj . ಬಿನ್ . (ಬರೆಸಿಕೊಂಡವರು)			
2	Mr JAWAD BASITH S/o Late B.A. Basith . . (ಬರೆದುಕೊಂಡವರು)			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
 ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

IV ಸೇ ಪುಸ್ತಕದ 468 2022-23 ದಸ್ತಾವೇಜಿನ ಸೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

in favour of their nominee/s and to pay such dues as may be necessary for the purposes of obtaining such clearance certificate/s from the concerned Authority;

- 17) to apply for and obtain transfer and registration of Katha in regard to undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development to the names of the purchasers;
- 19) to take loans and financial facilities of any kind for putting up construction on the Schedule Property pertaining to the Residential apartment complex against the security of the Schedule Property at their own risk as to cost and consequences and the Building to be constructed thereon, without, however, making me liable or responsible therefor in any manner whatsoever, to repay the loans or borrowings and obtain valid and effectual discharge for the same and to release the mortgage/ charge/ other security interest.
- 20) to grant and terminate leases, tenancies, licences, with regard to undivided share in the Schedule Property or any portions/shares thereof and constructed area pertaining to the residential apartment complex development and constructed area on such terms as my attorney may deem fit;
- 21) to execute any deeds for Lease, Tenancy, Licence for undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development with or without constructed area and give possession to such lessee, licensee, tenant. For the registration of such lease deed, tenancy and licence do everything necessary for completing thereof including presentation and admitting execution thereof as well as to sign and execute all forms, affidavits/applications/ statements/ declarations/forms/returns;
- 23) to hand over possession of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex with the constructed area to any of the purchaser, lessees, licensees or person authorised to occupy the Schedule Property or any part thereof;

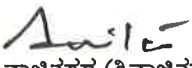
(Signature)

IV ನೇ ಪುಸ್ತಕದ. 468 2022-23 ದಸ್ತಾವೇಜಿನ 6 ನೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	M D Mahesh Salarpura Windsor, No. 3, 4th Floor, Ulsoor Road, Bangalore - 560 042,	
2	Abrar Ahmed Basith No. 904-A, Salarpura Silverwoods , 15, Nagavarapalya C V Raman Nagar B'lore-93	

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

 4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ SHV-4-00468-2022-23 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ SHVD1249 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 05-11-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಶಿವಾಜಿನಗರ)	
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Designed and Developed by C-DAC, ACTS, Pune

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

IV: ನೇ ಪ್ರಕೃತದ 468 2022-23 ದವ್ಯವೇಡಿನ 7 ನೇ ಪುಟ
ಹಿ.ಬಿ.ನೋ. ತಿಪಾಡಿನಗರ, ಬೆಂಗಳೂರು

- 25) to institute, prosecute and defend all legal, Revenue, Tax and other proceedings relating to undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development in the Schedule Property; and to settle, withdraw, compromise, compound any Suit or proceedings with regard thereto;
- 26) to sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development in the Schedule Property;
- 27) to present and admit for execution any document executed by me with regards to undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development of the Schedule Property and complete all the formalities of registration of such executed document by me including signing any forms etc., for such registration;
- 28) to sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development of the Schedule Property;
- 29) to produce documents and obtain return thereof, to give evidence and to instruct Counsel in regard to any proceeding relating to undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and development in the Schedule Property;
- 31) generally to do all other acts, deeds and things necessary in regard to the management, maintenance and disposal of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development in the Schedule Property;



IV ನೇ ಪುಟದ 468 2022-23 ದಾಖಲೆದಿನ 8 ನೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

B). The following additional clauses shall stand added to the Power of Attorney dated 30/03/2017:

34) To appear for and represent us before the Regulatory Authority appointed under the provision of the Real Estate (Regulation and Development) Act, 2016 read with the Real Estate (Regulation and Development) Rules 2017, Karnataka (together referred to as RERA) and any appellate authority under the RERA. To make all the necessary applications for registration of the Project and or the phases of development, to be executed on the Schedule Property in connection with the development of the Schedule Property. To file appeals, before any appellate authority under the RERA pertaining to any matters of registration of the Project etc.

C). Except the above amendment, all terms of the power of attorney dated 30/03/2017 remains unchanged.

SCHEDULE 'A' PROPERTY

All that piece and parcel of residentially converted land measuring about 3 Acre 13 Gunta comprised in Survey No. 130/3, of Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk vide conversion order bearing Official Memorandum bearing No.ALN(EBK)SR/4/18-19, issued by the Deputy Commissioner Bangalore District Bangalore dated 12.07.2019 and presently bearing property ID No. 150200401601600262 issued by Mandur Village Panchayat, and bounded as under:

East by: Private road leading to GR Sun Villas

West by: Road

North by: Property belonging to Kalpana Patil

South by: Private Property

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IV ನೇ ಪುಟದ. 468 2022-23 ದಸ್ತಾವೇಜಿನ ನೇ ಸಂ. 9
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

IN WITNESS WHEREOF, I have executed this amendment to the General Power Of Attorney dated 30/03/2017, on the day, month and year first above mentioned, in the presence of the Witnesses attesting hereunder:

WITNESSES:

1)

ಹುಸುಬಿ
NO. 30/500TH
B42

EXECUTANT

2)

ABRAR AHMED BASITH
#904-A SALARPURIA SILVERWOODS,
15 NAGAVARA PALYA, BEHIND BIG BAZAR,
C.V. RAMAN NAGAR, BANGALORE-560093

For Sattva Developers Pvt. Ltd.,

Director

ATTORNEY

Drawn by:

Salarpuria-Sattva Group,
4th floor, Salarpuria Windsor,
No.3, Ulsoor Road,
Bangalore-560042.

BK IV-623
2016-17

This Document Consist Of

First Sheet Of Doc. No.

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623

2016-17

Book

IV

THIS POWER OF ATTORNEY executed on the Thirtieth day of March Two Thousand Seventeen (30.03.2017):

B Y : **MR. JAWAD BASITH**, aged about 67 years, S/o Late B.A. Basith, Residing at Flat No. 904 A, Salarpuria Silverwoods, Rahath Bagh, 15, Nagavarapalya, Bangalore – 560093.

(hereinafter referred to as the "FIRST PARTY" or the "**OWNER**", which expression shall wherever the context so requires or admits, mean and include his heirs, successors-in-title, representatives, Administrators, executors and assigns);

IN FAVOUR OF: **M/s. SATTVA DEVELOPERS PRIVATE LIMITED**, a company incorporated under the Companies Act, 1956, having its office at Salarpuria Windsor, No. 3, 4th Floor, Ulsoor Road, BANGALORE - 560 042, and represented by its Director MR. MAHESH KUMAR KHAITAN

(hereinafter referred to as the "SECOND PARTY" or the "**DEVELOPER**" which expression shall wherever the context so requires or admits, mean and include, its successors-in-title and assigns).

WITNESSES AS FOLLOWS:

I. WHEREAS I am the absolute owner of all that piece and parcel of undeveloped industrially converted land bearing measuring an extent of about 3 Acre 13 Gunta comprised in Survey No. 130/3, of Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, more fully described in the Schedule below and herein after hereto and hereinafter referred to as the "**SCHEDULE PROPERTY**".

II. WHEREAS by a Joint Development Agreement dated 30.03.2017, I have agreed to develop the Schedule Property with **M/s. SATTVA DEVELOPERS PRIVATE LIMITED**; and whereas in terms of the said Agreement and in compliance thereof, I am executing this Power of Attorney in favour of M/s. Sattva Developers Private Limited to do all such acts, deeds and things as set out herein below including the power and authority to my attorney to execute any transfer or conveyance in its own favour i.e., M/s. Sattva

For Sattva Developers Pvt. Ltd.

PAGE No

Director



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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 623

ಹಲಸೂರು ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-03-2017 ರಂದು 05:28:29 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	455.00
	ಒಟ್ಟು :	150455.00

ಶ್ರೀ M/s. SATTVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. SATTVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಸಹಿ ರಚಿಸಿದ್ದಾರೆ
ಹಲಸೂರು, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	M/s. SATTVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj . (ಬರೆಸಿಕೊಂಡವರು)			
2	Mr. Jawad Basith S/o Late B.A Basith . (ಬರೆದುಕೊಡುವವರು)			

PAGE No-2

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಸಹಿ ರಚಿಸಿದ್ದಾರೆ
ಹಲಸೂರು, ಬೆಂಗಳೂರು

Developers Private Limited as per the terms of the Joint Development Agreement, without seeking my no objection.

III. NOW KNOW ALL MEN BY THESE PRESENTS THAT, I, **Mr. JAWAD BASITH**, above named, do hereby nominate, constitute and appoint **M/s. Sattva Developers Private Limited**, above named, as my true and lawful Attorneys, in my name and on my behalf, to do all or any of the following acts, deeds and things, in regard to the Schedule Property:-

- 1) To appear for and represent me before the Revenue Inspector, Tahsildar, Assistant Commissioner, Deputy Commissioner and other State and Central Government authorities, Village Panchayaths, Town Planning Department, Municipal Councils and other statutory offices, bodies etc., apply for and obtain necessary and appropriate orders for conversion and/or change of land use of the Schedule Property from the existing to use to any other usage in respect of the Schedule Property, pay the prescribed fees, premiums, conversion fine and other sums that may be demanded by the authorities and for the said and other purposes sign and execute necessary Petitions, Applications, Forms, Affidavits, Declarations, Undertakings, Indemnities and other deeds and papers required therefor and for renewal if required and to do all such acts, deeds and things that may be required to achieve the aforesaid purposes.
- 2) To appear for and represent me before the Bangalore Metropolitan Region Development Authority (BMRDA), Hoskote Planning Authority, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Municipal Offices, Village Panchayath Office, Government, Semi-Government Offices, Statutory Offices, bodies and in other authorities and offices, apply for and obtain assessment of Schedule Property or portions thereof for municipal taxes, secure Khata/s for whole or portions of Schedule Property and for the said purposes, sign and execute necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary for the above.
- 3) To appear for and represent me before the Town Planning Department, Tahsildar, Assistant Commissioner, Deputy Commissioner, Government and Semi-Government Offices, Statutory Offices, bodies and other

For Sattva Developers Pvt Ltd.

PAGE No

Director

3

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Basavaraju S/o Late Ramaligaiah No. 41, BDA Complex, Domlur, Bangalore	
2	Mouli S/o Obanna No. 41, BDA Complex, Domlur, Bangalore	

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾದ (ಹೆಲ್ಪರ್) ಸಿ.ಡಿ. ನಂಬರ್
ನಂ. 30-03-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ
ಹೆಲ್ಪರ್, ಬೆಂಗಳೂರು

 4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ HLS-4-00623-2016-17 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ HLSD144 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 30-03-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪನಿರ್ದೇಶಕರಾದ (ಹೆಲ್ಪರ್) ಸಿ.ಡಿ. ನಂಬರ್ ಹೆಲ್ಪರ್, ಬೆಂಗಳೂರು 

Designed and Developed by C-DAC, ACTS, Pune



authorities, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bangalore International Airport Area Planning Authority, Bangalore Metropolitan Regional Development Authority, Karnataka Industrial Areas Development Board, Town Municipal Council, National Highways Authority, State Highways Authority, Southern Railways, Bangalore Telephones, Police Department, Airport Authorities, Fire Force Authorities, Industries Department, Karnataka State Pollution Control Board, Environment Authorities, Infrastructure and Development Department, Urban Development Department, Housing Development Department, Departments of Energy, Forest and Ecology, Tourism Department and in all other Offices of State and Central Governments etc., and apply for and obtain necessary consents, no objection certificates, permissions, licenses, plans, conversions, sanctions, permits and all other orders required for development and for securing the sanction of license and plan/s sanction for the residential complex and also for Power/ Water supply and other infrastructure and all other connected utilities and purposes as my attorney may deem it fit from time to time and for the said purposes, sign and execute necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary therefor and also apply for renewals thereof and pay necessary charges levies, premiums and all other sums that may be demanded both for sanction/s and/or for renewal/s.

- 4) To release and relinquish portions of the Schedule Property to the authorities sanctioning the License and Plan for development of Schedule Property as parks, open spaces and other civic amenity sites, road widening etc., on such terms and conditions as the authorities may impose for sanction of license and plan and for the said purposes, sign and execute release deeds and/or relinquishment deeds to surrender such areas to the Government and/or Local Bodies and/or Plan Sanctioning Authorities and get the same registered in the manner required under law before the jurisdictional Sub-Registrar.
- 5) To fully develop the Schedule Property by constructing multi-storied residential apartment complex in terms of the Joint Development Agreement and for the said purposes, take steps as are required for

For Sattva Developers Pvt Ltd.

Director

PAGE NO 35



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. SATVA DEVELOPERS PRIVATE LIMITED Rep by its Director Mr. Mahesh Kumar Khaitan Rep by SPA Holder Mr. Surendra Kumar Bajaj , ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	200.00	Paid by Cash
ಒಟ್ಟು :	200.00	

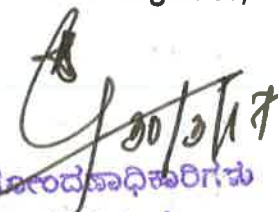
ಸ್ಥಳ : ಹಲಸೂರು

ದಿನಾಂಕ : 30/03/2017


30/3/17
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಉಪನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಹಲಸೂರು, ಬೆಂಗಳೂರು
(ಹಲಸೂರು)

Designed and Developed by C- DAC ,ACTS Pune.

Stamp Duty Rs.6,11,500/- has been paid thereon Vide JDA Doc No.6117 /2016-17, Book I, dt. 30/03/2017, C D No. HLSD 144, in the Office of the Sub-Registrar, Halasuru, Bangalore


30/3/17
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಹಲಸೂರು, ಬೆಂಗಳೂರು

commencement and completion of the construction, development and providing infrastructure therein.

- 6) To apply for and secure electricity, water and sanitary connections and all other amenities and facilities, whether temporary or permanent and other incidental requirements which may be required in the Schedule Property and/or to the residential complex to be constructed from the concerned authorities from time to time and for the said and other purposes, to sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities.
- 7) To deal and correspond with the Bangalore Electricity Supply Company Ltd., and/or other service providers for obtaining electricity connection or connections including making or putting up sub-station/s for and/or in respect of or relating to the residential complex which will be constructed hereafter on the Schedule Property and for the said and other purposes, sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities.
- 8) To deal and correspond with the Bangalore Water Supply and Sewerage Board and/or other service providers for obtaining water and sanitary service in respect of or relating to the residential complex which will be constructed hereafter on the Schedule Property and for the said and other purposes, sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities.
- 9) To apply for and obtain Commencement Certificates, Completion Certificates, Occupation Certificates and all other certificates in respect of the residential complex to be constructed and completed on the Schedule Property from time to time from the concerned authorities.
- 10) To appear for and represent me before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with securing of all the permissions, sanctions, connections as stated in the foregoing paragraphs and to make such arrangement and arrive at such arrangements as may be necessary for the Schedule



For Sattva Developers Pvt Ltd.



Director

PAGE No



Property and to sign and execute necessary papers, documents, affidavits, undertakings, indemnities, petitions, etc.

- 11) To appear on my behalf and in my name and to represent my interest before the Survey Authorities, Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities, and Municipal Offices, Bangalore Metropolitan Region Development Authority, Hoskote Planning Authority, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority and other Government and Semi-Government Offices, for assessment of property and other taxes, securing any licences, securing plans for the same or for any other purposes relating to Schedule Property and its development etc., as may be necessary under any Local Acts, Rules or Regulations and also to appear before any public or Government Office or other Authorities whomsoever in any matter relating to the Schedule Property.
- 12) To appear for and represent me before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the Schedule Property and to make such arrangement and arrive at such arrangements as may be conducive to the development of the Schedule Property;
- 13) to enter into agreements for sale of 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex or enter into any kind of agreement/s on such terms as my Attorney deems fit and to get the Agreement/s registered as well to cancel the said registration;
- 14) to transfer and convey by way of sale or gift, release, exchange or otherwise, 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and execute necessary Deeds of Sale/Conveyance in favour of the intending purchasers/ transferees and do everything necessary for completing the sale/ conveyance/ transfer /gift / release/ exchange of the same including execution of such Deed/s, and for the presentation of the Sale Deed/s or any other gifts as required for this clause and admitting execution thereof as well as to sign and execute all forms, affidavits, applications/statements/ declarations/ forms/returns;



For Sattva Developers Pvt Ltd



Director

PAGE No



- 15) to receive the consideration for sale/transfer/conveyance, as also advances, earnest money deposits, part payments and balance payments in regard to the sale/conveyance/transfer of 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and issue receipts and acknowledgements thereof;
- 16) to apply for and obtain clearance required for the registration of the said 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and on my behalf either in favour of the purchasers or in favour of their nominee/s and to pay such dues as may be necessary for the purposes of obtaining such clearance certificate/s from the concerned Authority;
- 17) to apply for and obtain transfer and registration of Katha in regard to 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development to the names of the purchasers;
- 18) to rectify any document/s executed by me under this Power of Attorney, ratify any document executed by me and to get the same registered by presenting and admitting the execution of the document and to complete and comply all the formality of the registration;
- 19) to take loans and financial facilities of any kind for putting up construction on the Schedule Property pertaining to the Residential apartment complex against the security of proportionate undivided share in the Schedule Property at their own risk as to cost and consequences and the Building to be constructed thereon, without, however, making me liable or responsible therefor in any manner whatsoever, to repay the loans or borrowings and obtain valid and effectual discharge for the same and to release the mortgage/ charge/ other security interest.
- 20) to grant and terminate leases, tenancies, licences, with regard to the 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof and constructed area pertaining to the residential apartment complex development and constructed area on such terms as my attorney may deem fit;

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For Sattva Developers Pvt Ltd

Director

PAGE No 9

- 21) to execute any deeds for Lease, Tenancy, Licence for the 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development with or without constructed area and give possession to such lessee, licensee, tenant. For the registration of such lease deed, tenancy and licence do everything necessary for completing thereof including presentation and admitting execution thereof as well as to sign and execute all forms, affidavits/applications/ statements/ declarations/forms/returns;
- 22) to renew a lease already granted and to terminate such lease or renewal and take back the possession;
- 23) to hand over possession of 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex with the constructed area to any of the purchaser, lessees, licensees or person authorised to occupy the Schedule Property or any part thereof;
- 24) to issue legal notice for termination of any lease, licence or tenancies granted and to take all action necessary for eviction of the occupant from the Schedule Property or any part thereof;
- 25) to institute, prosecute and defend all legal, Revenue, Tax and other proceedings relating to 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development in the Schedule Property; and to settle, withdraw, compromise, compound any Suit or proceedings with regard thereto;
- 26) to sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development in the Schedule Property;
- 27) to present and admit for execution any document executed by me with regards to the 70% (Seventy percent) of undivided share in the Schedule

For Sattva Developers Pvt Ltd

Director

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Property or any portions/shares thereof pertaining to the residential apartment complex development of the Schedule Property and complete all the formalities of registration of such executed document by me including signing any forms etc., for such registration;

- 28) to sign and execute pleadings, applications, petitions, affidavits, declarations, Memoranda of Appeal, Revision and Review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development of the Schedule Property;
- 29) to produce documents and obtain return thereof, to give evidence and to instruct Counsel in regard to any proceeding relating to 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex and development in the Schedule Property;
- 30) to execute deed/s of declaration submitting the Schedule Property and the construction thereon under the provisions of the Karnataka Apartment Ownership Act, 1972 and to make any amendment, if required, from time to time thereto and have the said deed of declaration and or amendments registered in the office of the concerned sub registrar and or any other authority as may be required under the Karnataka Apartment Ownership Act, 1972 and to sign all forms, declarations, affidavits required for the purpose of such registration of the deed of declaration/s or any amendments thereto;
- 31) generally to do all other acts, deeds and things necessary in regard to the management, maintenance and disposal of 70% (Seventy percent) of undivided share in the Schedule Property or any portions/shares thereof pertaining to the residential apartment complex development in the Schedule Property;
- 32) to do all or any other acts, deeds and things which are not specifically stated herein and which may be necessary and incidental as per the Joint Development Agreement with reference to the Schedule Property and executant hereby undertakes to ratify all such acts, deeds and things made and executed by the aforesaid Attorneys pursuant to this indenture with reference to the Joint Development Agreement;

For Sattva Developers Pvt. Ltd

Director

PAGE No

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- 33) to further delegate any of these powers to any person or persons as my Attorney may deem fit, authorising such person/s to do and make all acts and things which my attorney is authorised to do under these presents except the power of sub-delegation;

I HEREBY AGREE AND UNDERTAKE TO RATIFY AND CONFIRM all and whatsoever my said Attorney may lawfully do pursuant to this Power of Attorney. The powers conferred under this General Power of Attorney shall be exercised in terms of Joint Development Agreement.

SCHEDULE

All that piece and parcel of undeveloped industrially converted lands bearing Survey No. 130/3, measuring about 3 Acre 13 Gunta situated at Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, vide conversion order bearing Official Memorandum bearing No.B.DIS.ALN.SR.789/1974-75, issued by the Deputy Commissioner Bangalore District Bangalore dated 19/05/1975 and 24/12/1975, and bounded as under

East by: Private road leading to GR Sun Villas

West by: Road

North by: Property belonging to Kalpana Patil

South by: Private Property

For Sattva Developers Pvt Ltd

Director

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IN WITNESS WHEREOF, I have executed this POWER OF ATTORNEY in the presence of the Witnesses attesting hereunder:

WITNESSES:

1) Baccangl
 SAGAVARAO
 no. 41 BDA complex
 Bombar
 Bangalore 74

EXECUTANT

2) opnd
Movr
 No. 41 BDA complex
 Bombar

For Sattva Developers Pvt. Ltd.

Director
ATTORNEY

Drawn by:

Kanthi S.V.
 Sattva Group
 41/5000 Road
 Bangalore

BKI
6526
2022-23

ಈ ದಸ್ತಾವೇಜು.....15.....ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದ್ದು
1ನೇ ಪುಸ್ತಕದ.....6526.....2022-23 ದಸ್ತಾವೇಜಿನ ಒಂದನೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

ORIGINAL



FIRST SUPPLEMENTARY AGREEMENT

THIS FIRST SUPPLEMENTARY AGREEMENT TO THE JOINT DEVELOPMENT AGREEMENT DATED 30.03.2017 executed on the Fifth day of November Two Thousand Twenty Two (05/11/2022):

BETWEEN:

MR. JAWAD BASITH, aged about 72 years, S/o Late B.A. Basith, Residing at Flat No. 904 A, Salarpuria Silverwoods, Rahath Bagh, 15, Nagavarapalya, Bangalore – 560093.

(Hereinafter referred to as the "**FIRST PARTY**" or the "**OWNER**", which expression shall wherever the context so requires or admits, mean and include his heirs, legal, representatives, Administrators, executors and assigns) of the **ONE PART**;

AND:

M/s. SATTVA DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at No. 41, N.S. Road, Kolkata 700 001 and having its Bangalore office at Salarpuria Windsor, No. 3, 4th Floor, Ulsoor Road, Bangalore - 560 042, and represented by its Director Mr. Mahesh Khaitan.

(Hereinafter referred to as the "**SECOND PARTY**" or "**DEVELOPER**", which expression shall wherever the context so requires or admits mean and include, its successors-in-interest and assigns) of the **OTHER PART**.

The **OWNER** and the **DEVELOPER** together referred to as '**the Parties**' and individually '**the Party**'.

WITNESSES AS FOLLOWS:

- I. **WHEREAS** the Owner is the absolute owner of all that piece and parcel of the residentially converted lands in all measuring about 3 Acres 13 Guntas comprised in Sy. No. 130/3 of Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk, more fully described in the Schedule 'A' hereunder and hereinafter referred to as the "**SCHEDULE 'A' PROPERTY**".

For Sattva Developers Pvt. Ltd.,

Director

ಪುಸ್ತಕದ 6526 2022-23 ದಾಖಲೆಗೆ ಸೇರಿರುವ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು



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

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/S SATVA DEVELOPERS PRIVATE LIMITE rep by Its Direcor Mr. Mahesh Khaitan rep by
his SPA Holder Mr. Surendra Kumar Bajaj , ಇವರು 124000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ
ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ	124000.00	Challan No CR1122003000181589 Rs.124000/- dated 05/Nov/2022
ಒಟ್ಟು :	124000.00	

ಸ್ಥಳ : ಶಿವಾಜಿನಗರ

ದಿನಾಂಕ : 05/11/2022

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ಶಿವಾಜಿನಗರ)
ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.

- II. **WHEREAS** the Owner being desirous of developing the Schedule 'A' Property into multi-storied residential apartment building entered into a Development Agreement dated 30.03.2017 registered as Document No.6117/2016-17 in Book I and stored in CD No.HLSD144 in the office of the Sub Registrar, Ulsoor (Shivajinagar), Bengaluru) (hereinafter referred to as the "**Development Agreement**") with the Developer herein;
- III. **WHEREAS** the First Party declares that as on the date of this Agreement, the Owner's representations and warranties under the Development Agreement dated 30.03.2017 is true and accurate and the Schedule Property is not subject to any encumbrances, mortgages, charge/s and claim/s.
- IV. **WHEREAS** the Parties have now agreed to change the consideration for development of the Schedule Property from the constructed area sharing to revenue sharing and the Parties are now desirous of amending the Development Agreement to record further commercial understandings as agreed between themselves and are now desirous of entering into this First Supplemental Agreement reduce to writing additional terms and conditions agreed upon as under-

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1) The Parties agree that the name of the multistoried residential apartment Building being constructed on the Schedule 'A' Property shall be "**BLISS**, a Project promoted by Sattva Group".
- 2) **REFUNDABLE SECURITY DEPOSIT:**
- 2.1 The clause 13 of the Development Agreement provides for a interest free security deposit of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) ("**Security Deposit**") to be deposited by the Developer with the Owner. Out of the Said Security Deposit, the Developer has already paid a sum of Rs.1,00,00,000/- (Rupees One Crore only), the receipt of which the Owner hereby acknowledges and confirms.
- 2.2 The Developer has now paid balance Security Deposit amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) on signing of this supplement



For Sattva Developers Pvt. Ltd.,

Director



6526 2022-23 ದಸ್ತಾವೇಜಿನ 4 ನೇ ಪುಟ
ಪುಸ್ತಕದ ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

Print Date & Time : 05-11-2022 04:27:01 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 6526

ಶಿವಾಜಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 05-11-2022 ರಂದು 03:09:40 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	62000.00
2	ಸ್ಯಾನಿಂಗ್ ಫೀ	600.00
3	ಸ್ಯಾನಿಂಗ್ ಫೀ	30.00
4	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	200.00
	ಒಟ್ಟು :	62830.00

ಶ್ರೀ M/S SATTVA DEVELOPERS PRIVATE LIMITE rep by Its Direcior Mr. Mahesh Khaltan rep by his SPA Holder Mr. Surendra Kumar Bajaj ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S SATTVA DEVELOPERS PRIVATE LIMITE rep by Its Direcior Mr. Mahesh Khaltan rep by his SPA Holder Mr. Surendra Kumar Bajaj			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	M/S SATTVA DEVELOPERS PRIVATE LIMITE rep by Its Direcior Mr. Mahesh Khaltan rep by his SPA Holder Mr. Surendra Kumar Bajaj . ಬಿನ್ . (ಬರೆದುಕೊಂಡವರು)			
2	Mr JAWAD BASITH S/o Late B.A. Baslth . (ಬರೆದುಕೊಂಡವರು)			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

6526 5
1ನೇ ಪುಸ್ತಕದ 2022-23 ದಸ್ತಾವೇಜಿನ ನೇ ಪುಟ
ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

agreement by way cheque No. 000284 dated 19.10.2022 drawn on ICICI Bank, M. G. Road Branch, Bangalore, receipt of which the Owner hereby acknowledges and confirms.

3) CONSIDERATION

- 3.1 In consideration of the Owner having given the Schedule Property to the Developer for the development of the Project on the Schedule Property in terms of the Development Agreement, the Developer agrees to share with the Owner 30% (Thirty percent) of the Net Sales (hereinafter referred to as the "**Owner's Revenue**").
- 3.2 In consideration of the Developer agreeing to develop the Schedule Property by constructing the Project and agreeing to share with the Owner the Owner's Revenue, the Developer shall be entitled to the remaining 70% (Seventy percent) of the Net Sales (hereinafter referred to as the "**Developer's Revenue**").
- 3.3 For the purposes of this clause, the term "**Net Sales**" shall mean proceeds from the sale of the apartment units and other Saleable Area in the Project being developed on the Schedule Property and any other amounts received including charges towards exclusive right of use of parking spaces and open terraces, garden spaces, premium location charges, and other charges for the work done for the purchaser, delayed payment charges, transfer charges levied on sale or resale of any Saleable Area, penalties on account of cancellation if any, but **excluding** any amount received as stamp duty, registration fee and expenses, infrastructure cost, charges and deposits and expenses towards electricity installation, charges and deposits and expenses towards water, sanitation, drainage and sewerage, advance maintenance charges, maintenance deposits, Club House Deposit/charges, society/ association formation charges, legal fees, goods and service tax ('GST') or any other statutory payments on such amounts (hereinafter referred to as the "**EXCLUSIONS**").
- 3.4 The Net Sales shall be collected by the Developer from the purchasers of the apartments in the Project and collection, distribution and withdrawal of revenue share shall be subject to compliance of the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Real Estate (Regulation and Development) Rules 2017 of the



For Sattva Developers Pvt. Ltd.,



Director

6526 2022-23 ದಸ್ತಾವೇಜಿನ 6 ನೇ ಪುಟ
 ಸಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	M D Mahesh Salarpurla Windsor, No. 3, 4th Floor, Ulsoor Road, Bangalore - 560 042.	
2	Abrar Ahmed Basith No. 904-A, Salarpurla Silverwoods , 15, Nagavarapalya C V Raman Nagar B'lore-93	

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
 ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

There is No Diffrence Between Original & Duplicate

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
 ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ SHV-1-06526-2022-23 ಅಗಿ ಸಿ.ಡಿ. ನಂಬರ SHVD1249 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 05-11-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಶಿವಾಜಿನಗರ)	
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ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
 ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

Government of Karnataka (hereinafter collectively referred to as "RERA") and the Parties shall comply with the provision of RERA as may be applicable to them.

- 3.5 Based on mutual understanding between the Parties, the Owner has agreed to pay Rs.2,12,00,000/- (Rupees Two Crore Twelve Lakhs only) (hereinafter referred to as the "Owner's Due") to the Developer, which amount shall be deducted from the Owner's Revenue in the manner provided hereinafter.
- 3.6 The Owner's Revenue shall be transferred by the Developer to the Owner on quarterly basis subject to following deductions:
- 3.6.1 5% from and out of the Owner's Revenue (being the Owner's share in Net Sales as defined in Clause 3.1) shall deducted and paid to the Developer towards the Marketing Fee plus GST and such other tax and cess as may be applicable.
- 3.6.2 15% of the Owner's Revenue shall be deducted and paid to the Developer towards the refund of the Security Deposit amount of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs only) paid by the Developer to the Owner and the Owner's Due being the amount payable by the Owner in terms of clause 3.5. The deduction under this sub-clause will stop on receipt of the Security Deposit and the Owner's Due being amount payable by the Owner in terms of clause 3.5 is received by the Developer.
- 3.7 The Parties will reconcile the account on half yearly basis and any surplus/ deficit will be adjusted with the next quarterly payout.
- 3.8 The Developer shall be entitled to receive the amounts towards the Exclusions under third party agreements and Owner is not entitled for any share in the Exclusions as defined under clause 3.3.
- 3.9 The Parties agree that the Developer shall take up the entire marketing of the Project. The Developer proposes to sell the apartments in the Project at a minimum rate of Rs.1,533/- (Rupees One Thousand Five Hundred and Thirty Three only) per square of super built up area of an apartment in the Project. In consideration of the Developer undertaking marketing of the Project, the Owner has agreed that the Developer is

For Sattva Developers Pvt. Ltd.,

Director

entitled for branding and marketing fees of 5% of the Owner's Revenue (being the Owner's share in the Net Sales as defined in Clause 3.1) (hereinafter referred to as the '**Marketing Fee**' as referred to in Clause 3.6.1) plus GST and such other tax and cess as may be applicable to be deducted before distribution of the Owner's Revenue to the Owner. Any brokerage payable for any sale of apartment/s in the Project shall be paid by the Developer from and out of the Marketing Fee received by the Developer.

- 3.10 The Marketing Fee payable by the Owner to the Developer shall be deducted from the Owner's Revenue before payment of the Owner's Revenue to the Owner and the Developer shall issue GST invoice on the Owner in this regard, and the Owner undertakes to deposit deduction of tax at source on the Marketing Fee in accordance with the provisions of Income Tax Act, 1961 and Rules thereunder to the Developer's account and furnish the TDS certificate to the Developer.
- 3.11 Subject to refund of the Security Deposit and the Owner's Due being amount payable by the Owner in terms of clause 3.5 being fully received by the Developer, if there are any unsold apartments in the Project on the date of issuance of occupancy certificate for the Project, the Parties may mutually agree to distribute the remaining unsold apartments in the Project between the Owner and the Developer in the ratio of 30% to the Owner ("**Owner's Constructed Area**") and 70% to the Developer ("**Developer's Constructed Area**") and recorded in a separate allocation agreement. The area distribution will be done mutually taking into consideration the advantages and disadvantages being apportioned between the Parties for such units. On such allocation, the Owner shall bear and pay to the Developer applicable GST on sale value of the allocated units as per the Sale Price per Square feet of super built up area charged to Customer nearer to date on which development rights were granted to the Developer i.e., the date on which the consideration for the first apartment unit in the Project was sold and infrastructure cost, charges and deposits and expenses towards electricity connection, charges and deposits and expenses towards water, sanitation, drainage and sewerage, advance maintenance charges, maintenance deposits, club house deposit/charges, society/ association formation charges, legal fees, stamp duty, registration fees in respect of the Owner's Constructed Area along with GST or any other statutory payments on such amounts.



For Sattva Developers Pvt. Ltd.,



Director

- 3.12 The Developer will, once every quarter, furnish report on sales progress and expected apartment sale pricing for the succeeding quarter and if requested by the Owner, once every quarter, a review meeting will be held between the Owner and authorised representative of the Developer.
- 4) The Parties may opt to allocate the unsold units in the Project on receipt of the Occupancy Certificate for the Project. On exercising such option, the unsold units will be allocated to the Owner and Developer in the revenue ratio as nearly as the circumstances may admit with the additional fractional share falling to either Party be compensated by way of payment of Monetary Compensation on a mutually agreed price.
- 5) On such allocation of the balance apartments in terms of clause 3.11, the Parties are entitled to own, possess and enjoy the respectively allocated areas as the full and absolute owner with full powers of enjoyment and alienation and shall be entitled to hold or to sell, lease, mortgage or otherwise dispose off their share of the constructed area and car parking space of their share in any manner it deems fit and it shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising therefrom in terms of the Development Agreement dated 30.03.2017.
- 6) On allocation of the apartments in terms of clause 3.11 and clause 4 above, the actual numbers of car parking shall be allocated between the Parties in terms of the agreed ratio by way of a separate agreement.
- 7) Each Party shall sign and execute all such deeds and documents as may be required by the other Party to perfect the title of the other Party to the super built up areas/ car parks allotted subject to the other party bearing the expenses connected therewith.
- 8) **AMENDMENT TO THE GENERAL POWER OF ATTORNEY:**

In furtherance to this supplemental agreement, the Owner has executed an amendment to general power of attorney dated 30.03.2017 (registered as document No. 623/2016-17 of Book IV and stored in C.D. No. HLSD144 in the Office of the Sub-Registrar, Ulsoor, Bangalore) with regard to the undivided share in the Schedule Property in proportion to the Saleable Area in favour of the Developer empowering them to enter

For Sattva Developers Pvt. Ltd.,



Director

into agreements to sell, lease, licence, tenancy agreements, conveyances, transfers or deed of lease, mortgages, liens, charges, licences, tenancies or otherwise dispose off the Saleable Area in the Project. The amendment to power of Attorney shall also empower the Developer to execute conveyances, transfer or deed of lease, mortgages, liens, charges, licenses, tenancies or otherwise dispose off the undivided share in the Schedule Property in proportion to the Saleable Area in the Project. The said power of attorney would be duly authenticated before the concerned sub registrar office and the Owner agrees not to revoke the same.

9) Goods and Service Tax (GST)

- 9.1 The Parties confirm that the liability towards VAT/Service Tax/GST arising out of the Development Agreement was addressed in Clause 19 of the Development Agreement dated 30th day of March, 2017 i.e., before the Goods and Services Tax Law came into force.
- 9.2 With the introduction of Goods and Services Tax Act of 2017, the Rules framed and circulars, notifications and press notes etc. issued thereunder, there is a necessity for bringing clarity to the impact of Goods and Services Tax arising out of the Development Agreement.
- 9.3 The need for bringing clarity also arises from the fact that the development contemplated under the Development Agreement is that of a Residential Apartment complex with various amenities and facilities falling within the definition of the Residential Real Estate Project (RREP) as defined in Notification No. 3/2019 – Central Tax (Rate) dated 31st March 2019 issued by The Government of India Ministry of Finance (Department of Revenue), as the Project is commencing after 01/04/2019.
- 9.4 Consequently, the impact of Goods and Services Tax, the roles, responsibilities and their obligations of the Parties who have entered into the Development Agreement is clarified hereunder.
- 9.5 The Parties had detailed the applicability of VAT and Services Tax/ GST in Clause 19 of the Development Agreement dated 30/03/2017. To bring in more clarity and to be in conformity with the change in the Law relating to Goods and Services Tax as enabled through clarifications,



For Sattva Developers Pvt. Ltd.,

Director

circulars and notifications, press notes issued in this regard from time to time, the Parties desire to make suitable changes on the applicability of GST on various aspects relating to the "Project" as under:-

- a) The GST Payable by the Owner to the Developer based on the invoices raised by the Developer on the allocation of the units as per Para No 3.11 shall be actually paid by the Owner to the Developer within 30(thirty) days of receipt of the GST invoice from the Developer.
- b) The Goods and Services Tax on supply of Development rights by the Owner to the Developer shall be borne by the Developer on reverse charge basis in terms of Entry No. 41(a) of Notification no 4/2019 – Central Tax (Rate) dated 31/03/2019 issued by The Government of India Ministry of Finance (Department of Revenue).
- c) The Developer shall charge GST on the purchasers of units in the Project at the rates prescribed for the Residential Apartments and for the affordable Residential Apartments as the case may be in terms of Notification no. 3/2019 – Central Tax (Rate) dated 31/03/2019 issued by The Government of India, Ministry of Finance (Department of Revenue) as presently applicable and as may be amended time to time.

As the Developer is also entitled to charge GST from the Purchasers of the Units in the Project the Developer shall ensure that compliance with all requirements and procedures laid down in the GST Act, Rules, Circulars, Notifications and Clarifications issued thereunder and the Owner shall not be responsible nor liable towards the aforesaid obligations of the Developer in any manner whatsoever.

10) Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016).

- 10.1 The Parties had addressed the impact of the provisions of The Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016) in Clause 28 of the Development Agreement date 30/03/2017. In the said clause the Parties agreed to make such modification/amendments to the Development Agreement by the way of a Supplementary Agreement. As RERA Act, 2016 has now been enacted and also implemented in the



For Sattva Developers Pvt. Ltd.,

Director

State of Karnataka that there is a need to bring clarity on the rights, duties and obligation of the Parties under The Real Estate (Regulation and Development) Act, 2016 (RERA Act, 2016) and The Karnataka Real Estate (Regulation and Development) Rules, 2017. Consequently, the Parties are desirous of recording their respective rights, duties and obligations under RERA Act, 2016 and The Karnataka Real Estate (Regulation and Development) Rules, 2017 as under.

- 10.2 The Parties have agreed to register the Project under RERA as and when necessary and required to be done.
- 10.3 Consequently, it is agreed and understood between the Parties as follows:-

- a) That the Project being conceptualized for Development under this Agreement is subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the Karnataka Real Estate (Regulation and Development) Rules, 2017. Consequently, it has further been agreed that both the Developer and the Owner shall comply with the provisions of the Chapter II and Chapter III of the Real Estate (Regulation and Development) Act, 2016 read with the Karnataka Real Estate (Regulation and Development) Rules, 2017 to the extent and as may be respectively applicable to them.
- b) That Developer shall be fully responsible to comply the provisions of the Real Estate (Regulation and Development) Act, 2016 read with Karnataka Real Estate (Regulation and Development) Rules, 2017 for all matters pertaining to construction and development of the Project including matters related to delivery of units in of the Project, quality of construction and development and the specifications, amenities and facilities agreed to be provided by the Developer in the Project and the Owner shall be fully responsible to comply with the provisions of the said Act and the Rules, as far as the title to the Schedule Property is concerned.
- c) In the event either the Owner or the Developer are made a party by the allottee or aggrieved person as the case may be in a legal proceeding due to non-performance of duties and obligations by the other party under the RERA Act and Rules as above, the



For Sattva Developers Pvt. Ltd.,



Director

defaulting party agrees and undertakes to indemnify and render harmless the other party from all losses, damages and costs as determined by the Real Estate Regulatory Authority, Court of Law or other Legal Forums.

- d) 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 Real Estate Authority and shall agree to be Co-Promoter of the "Project" for the purpose of the Real Estate (Regulation and Development) Act, 2016 r/w the Karnataka Real Estate (Regulation and Development) Rules, 2017 if required and called upon to do so by the said Authority.
- e) The Developer shall maintain and operate the "Dedicated Project Account" as mandated and required under RERA and the Karnataka RERA Bank Account Directions 2019. In this regard, the Developer shall, as and when requested by the Owner, furnish to the Owner quarterly a certificate from the "Architect", "Engineer" and Chartered Accountant issued as mandated and required under RERA.
- f) The Parties shall take the necessary steps to form the "Association of Allottees" under any local law as mandated under RERA. The Owner shall sign such documents as may be required for the purpose of forming the Association of Allottees.
- 11) The Parties hereto agree that this First Supplementary Agreement shall be read in continuation of the Development Agreement dated 30.03.2017 and both shall be complimentary to each other and form part and parcel of the same transaction and other than what is stated herein all the terms and conditions of the Development Agreement dated 30.03.2017 shall continue to be binding on the Parties hereto. In the event of there being any contradiction in the terms of this agreement with that agreed to in the development agreement entered into on 30.03.2017, the terms of this agreement shall prevail on all matters referred to herein.



For Sattva Developers Pvt. Ltd.,



Director

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ಹಿ.ಉ.ನೋ. ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು

- 12) This Agreement is prepared in duplicate, original is retained by the Developer and the duplicate is retained by the Owner.

SCHEDULE 'A' PROPERTY

All that piece and parcel of residentially converted land measuring about 3 Acre 13 Gunta comprised in Survey No. 130/3, of Bommenahalli Village, Bidarahalli Hobli, Bangalore East Taluk vide conversion order bearing Official Memorandum bearing No.ALN(EBK)SR/4/18-19, issued by the Deputy Commissioner Bangalore District Bangalore dated 12.07.2019 and presently bearing property ID No. 150200401601600262 issued by Mandur Village Panchayat, and bounded as under:

East by: Private road leading to GR Sun Villas

West by: Road

North by: Property belonging to Kalpana Patil

South by: Private Property

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For Sattva Developers Pvt. Ltd.,

Director

IN WITNESS WHEREOF, the PARTIES have executed this FIRST SUPPLEMENT AGREEMENT in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

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ನಂ.30500ನಂ
ಬೆಂ



OWNER/FIRST PARTY

2) & ಹೆಚ್.ಎಂ.ಎಂ.

ABRAR AHMED BASITH
904-A SALARPURIA SILVERWOODS,
15 NAGAVARA PALYA, BEHIND BIG BAZAAR,
C.V. RAMAN NAGAR, BANGALORE-560093

For Sattva Developers Pvt. Ltd.,


Director

DEVELOPER/SECOND PARTY

Drawn by:



Salarpuria-Sattva Group,
4th floor, Salarpuria Windsor,
No.3, Ulsoor Road,
Bangalore-560042.