

I 1094/16-17

ORIGINAL

1

BNG(U)-VRT.....1094...../2016-17/1-30

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT is made and executed on this the Twenty Fifth day of June, year Two Thousand and Sixteen (25.06.2016) at Bangalore;

BY AND BETWEEN

MRS. NUSRATH UNISA, aged about 52 years, W/o Mr. S.F.M. Usman, residing at No.2, 3rd Main Road, Vasanthnagar, Bangalore - 560052.

Hereinafter referred to as the 'OWNER'/ 'FIRST PARTY' (which expression wherever the context so requires or admits, shall mean and include her legal heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

M/S VARIN INFRA PROJECTS PRIVATE LIMITED, A Company incorporated under the Companies Act 1956 and under other applicable provisions of the Companies Act 2013, having its Registered Office at No.10, Vittal Mallya Road, Bangalore - 560001, represented by its Director Sri. B. M. Karunesh,

Hereinafter referred to as the 'DEVELOPER'/ 'SECOND PARTY' (which expression wherever the context so required or admits shall mean and include its successor-in-interest and assigns) of the **SECOND PART**.

Nusrath Unisa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR



Print Date & Time : 25-06-2016 02:06:30 PM

BNG(U)-VRT.....10949/2016-17

10949/2016-17
12-30

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 1094

ವರ್ತಮಾನ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 25-06-2016 ರಂದು 01:41:12 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	1225.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
4	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	500.00
	ಒಟ್ಟು :	151825.00

ಶ್ರೀ M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by its Director B M Karunesh rep by his PA holder Kiran Kumar P ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by its Director B M Karunesh rep by his PA holder Kiran Kumar P			

25/6/2016
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by its Director B M Karunesh rep by his PA holder Kiran Kumar P . (ಬರೆದುಕೊಂಡವರು)			
2	Nusrath Unisa W/o. S F M Usman . (ಬರೆದುಕೊಂಡವರು)			

25/6/2016
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

WITNESSETH AS FOLLOWS:
WHEREAS

1. The First Party herein is the absolute owner and is in peaceful possession and enjoyment of the undeveloped converted land bearing Sy.No.91, totally measuring to an extent of 4 Acres 05 Guntas, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which is morefully described in the schedule hereunder written and hereinafter referred to as the "Schedule Property".
2. The First Party herein has acquired the title in respect of the Schedule Property by way of a registered Gift Deed 26.12.2014 duly registered as Document No.4536/2014-15 of Book I and stored in CD No.HLSD110 in the office of the Sub-Registrar, Halasuru, Bangalore, executed by her mother Mrs. Sajida Begum and brother Mr. Syed Saleem Shah who were the co owners of the Schedule Property and all other family members who have signed as confirming parties for having witnessed and confirmed the aforesaid gift in favour of the First Party herein. Accordingly, the name of the First Party herein has been entered in all the revenue records as owner and khatedar of the same as per the entries made in M R No.H12/2014-15.
3. The First Party herein has secured conversion of the Schedule Property, from agricultural to non-agricultural residential purpose from the office of Deputy Commissioner, Bangalore District, vide its conversion order bearing No. ALN (EBB) SR 06/2014-15 dated 07.05.2016.
4. The First Party herein having decided to develop the Schedule Property has approached the Second Party/Developer herein for developing and constructing multi storied residential Apartment/s in the Schedule Property and the Second Party/Developer herein has agreed to develop the Schedule Property by constructing multi storied residential Apartment/s. Both the Parties have agreed that the First Party is entitled to 30% of super built up area along with proportionate share of undivided interest of land in Schedule Property which is hereinafter referred to as "Owner's Share" and the

Musath Hussa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

ಗುರುತಿಸುವವರು

BNG(U)-VRT.....10949/2016-17
/4-30

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Abubaker Siddique # 2, 3rd Main Road, Vasanthnagar, B'lore	<i>Abubaker Siddique</i>
2	Mohamed Ibrahim Shariff # 61, Flat No. 302, Elegant Eden, Coles Road, B'lore	<i>Mohamed Ibrahim Shariff</i>

Mohamed Ibrahim Shariff
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

Difference between Original and Duplicate is Nil

Mohamed Ibrahim Shariff
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ VRT-1-01094-2016-17 ಅಗಿ ಸಿ.ಡಿ. ನಂಬರ VRID316 ನೇ ಧರಣಿ ದಿನಾಂಕ 25-06-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ <i>Mohamed Ibrahim Shariff</i> ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ	
---	--

Developer is entitled for the balance super built up area of 70% alongwith proportionate share of undivided interest of land in the Schedule Property which is hereinafter referred to as "Developer's Share".

5. The First Party/Owner being the owner of the Schedule Property has decided to jointly develop the same by constructing multi storied residential apartments in the Schedule Property by making the following representations:
- a. That the First Party/Owner herein is the absolute owner of the Schedule Property and her title is good, marketable and subsisting and none else other than the Owner herein has the right, title, interest or share therein.
 - b. The Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind.
 - c. That there is no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act.
 - d. That the First Party has not entered into any agreement, Memorandum of Understanding, lease, transfer, or arrangement for sale, of the Schedule Property with any one else.
 - e. That the First Party/Owner herein is in peaceful possession and enjoyment of the Schedule Property.
 - f. That there are no tax attachments with regards to the Schedule Property or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes.
 - g. That the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property.
 - h. that the First Party has paid the land revenue, taxes, cesses and other statutory charges with regard to the Schedule Property
 - i. That there are no impediments for the First Party/Owner to acquire or hold or sell the Schedule Property under any law.

Musath Hussa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR



BNG(U)-VRT.....1094/2016-17

6-30

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. VARIN INFRA PROJECTS PRIVATE LIMITED rep by its Director B M Karunesh rep by his PA holder Kiran Kumar P , ಇವರು 1200000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1200000.00	DD No. 967016 dt 24/06/16 issued by Indian Bank, B'lore
ಒಟ್ಟು :	1200000.00	

ಸ್ಥಳ : ವೆತೂರ್

ದಿನಾಂಕ : 25/06/2016

[Signature]
ಓರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವೆತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ
ಕರ್ನಾಟಕ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ವೆತೂರ್)

4 1094
BNG(U)-VRT.....2016-17/7-30

6. Based on the aforesaid representations the Parties, after mutual discussions, have finalized the terms of development of the Schedule Property and are desirous of placing the terms agreed to between them on record.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and subject to the mutual obligations undertaken by each of the Parties under this Joint Development Agreement, the Parties hereby agrees to jointly develop and construct the multi storied residential building/s on the Schedule Property on the following terms:

1. SCHEME:

The First Party/Owner herein has approved the scheme formulated by the Second Party/Developer herein whereunder every person purchasing specified share of undivided interest in the Schedule Property shall be entitled to get constructed through the Second Party/Developer, residential apartment/s to be constructed on the Schedule Property in terms of the approved sanctioned plan in relation to the development of the Schedule Property which is to be obtained by the Developer in terms of this Joint Development Agreement.

2. PERMISSION/LICENCE FOR DEVELOPMENT:

The Owner hereby irrevocably permits and authorizes the Developer to enter upon the Schedule property and to develop the same by constructing residential apartments in accordance with the plans to be sanctioned by Bangalore Development Authority/Bruhat Bangalore Mahanagara Palike/Town Planning Authority or any other public authority. It shall be the absolute responsibility of the Developer to get the necessary licence and plans sanctioned by appropriate authorities for the purpose of putting up constructions on the Schedule Property and all expenses in that behalf shall be borne by the Developer. In the circumstances, the Owner hereby confirms that what is granted to the Developer under this Agreement is an agency coupled with interest and as such the license/permission granted to it hereunder shall

Nusrah Hussain

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

not be revoked until the entire project is executed. However, the permission/license granted to the Developer shall not be construed as delivery of possession in part performance of the Agreement of sale under Section 53A of Transfer of Property Act or Sec. 2 (47) (v) of the Income Tax 1961.

The Owner hereby agrees not to interfere or interrupt in the course of construction of the residential apartment/s and/or commit any act of omission or commission having the effect of delaying or stopping the work that has to be done under this Agreement. However, the Owner shall be entitled to inspect the progress of the work and type of work, which is being done on the Schedule Property.

3. **TITLE :**

The First Party/Owner herein has this day handed over all the original/certified copies of title deeds to the Developer herein and further the First Party/Owner hereby agrees to satisfy the Developer that she has marketable and subsisting title to the Schedule Property and is fully competent to transfer the same by way of sale and that there shall be no restrictions for the prospective buyers of the residential apartment/s alongwith its proportionate undivided share of land in the Schedule Property for acquiring a valid title and that no one else has any right, title, interest or share in the Schedule Property and that the same is not subject to any encumbrances, attachment, court or taxation or acquisition proceedings or charges of any kind.

4. **PLANS:**

The Owner hereby authorises the Developer to prepare and submit in the name of the Owner, wherever necessary plans, specifications elevations, sections, designs of the building to be constructed on the schedule property to the Bangalore Development Authority, Bruhat Bangalore Mahanagara Palike, Town Planning Authority or other appropriate authorities for obtaining their approval and sanction to such building plans and for obtaining license or

Murali Krishna

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

BNG(U)-VRT.....⁶10948/2016-17/9-30

commencement certificate/ occupation certificate etc., for the proposed residential constructions. The Owner shall sign the said applications, plans and other documents and other papers as may be required by the Developer from time to time to enable the Developer to obtain aforesaid sanction, approval or permission. The Owner shall also execute a irrevocable Power of Attorney in favour of Developer authorising it to do above acts. All the expenses that may be incurred by the Developer in respect of the aforesaid matters shall be borne by the Developer only and the Owner is not liable for the said expenditure to any extent.

5. **OWNER'S ASSURANCE:**

The Owner represents and assures that her title to the Schedule Property is clear, marketable and specific and Schedule Property has no encumbrances, lien, mortgage charge restrictive covenants, minor or maintenance claims, statutory dues, requisition/acquisition proceedings, attachments, prior agreement to sell, prior development agreement or claims of any other nature whatsoever. The Owner also shall indemnify the Developer and the other buyers of undivided right and interest in the Schedule Property and Schedule Property against all loss/losses suffered due to any defect in the title of the Owner to the Schedule Property and Schedule Property or in respect of any charge or encumbrances, claims or demands of any kind whatsoever in respect of the Schedule Property.

6. **CONSTRUCTION:**

6.1 The Developer shall construct in the Schedule Property residential buildings with ground and upper floors with internal and external services, common amenities of such nature as may be shown in the sanctioned plan, facilities, fittings, bore wells and lifts etc. The construction shall be in accordance with the specifications contained in the Annexure hereto or equivalents thereto.



For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

6.2 The Second Party/Developer herein shall be entitled to engage architects, engineers, contractors and any other professionals as it deems fit to execute the construction work. All persons employed or engaged by the Developer in connection with the development, construction and completion of the project shall be the Developer's employees or its independent contractors and shall not be or deemed to be the employees of the First Party/Owner. The Developer shall fully comply with all applicable laws, rules and regulations with respect to such persons engaged in the development of the Project. It is clarified that under no circumstances shall the First Party/Owner has any responsibility/liability in respect of the persons engaged in the development of the project by the Developer.

6.3 The Developer shall be entitled to make additions and alterations in the construction as it deems fit and shall have absolute discretion in the matters relating to the method, manner and design of construction.

7. **SHARING OF SUPER BUILT UP AREA:**

7.1 In consideration of the Owner/First Party agreeing to transfer 70% of undivided right, title and interest in the Schedule Property corresponding to the 70% of super built up area to the Developer or its nominees or to the prospective buyers to be identified by the Developer, the Developer agrees to deliver to Owner/First Party 30% of the super built up area of the residential apartments building to be constructed on Schedule Property together with proportionate car parking space, common facilities and amenities like garden etc. that may be provided in the project for the use or for the benefit and Ownership of the Owner/First Party (hereinafter referred to as the Owner's constructed area).

7.2 Except as otherwise set in Clause 7.1 supra, in the event of an increase/decrease in constructed area and/or car parking units as a result of which the share of the Owner/First Party in the constructed area in the Schedule Property increases/decreases, the Owner/First Party shall neither be required to pay such increase nor shall be entitled to be paid for

Musath Muisa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

such decrease as the intention of the Parties herein is to exchange 70% undivided right, title and interest in the land area covered by the Schedule Property with 30% share of constructed area and car parking units as set forth supra.

7.3 In consideration of the Developer agreeing to deliver the Owner's constructed area along with car parking space as per para 7.1 above, the Owner/First Party hereby agrees to transfer/ convey to the prospective buyers to be identified by Developer 70% of the undivided right, title and interest in the schedule Property by way of undivided right, title and interest.

7.4 The Owner's constructed area shall be the absolute property of the Owner/First Party and she shall be entitled to sell, lease or otherwise dispose off the same or any part thereof along with her share of 30% super built up area in the Schedule Property inclusive of proportionate car parking area as also proportionate rights in all common areas and common amenities that may be provided in the project, she shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing therefrom.

7.5 The Developer shall be entitled to the remaining constructed area and car parking area and other common areas. The Developer shall be entitled to hold or to sell, lease or otherwise dispose off its share of the constructed area with the remaining share in the Schedule Property including all common facilities and amenities that may be provided in the project 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.

7.6 After sanction of plans, the Owner/First Party and Developer shall decide upon the residential space and car parking space falling to their respective shares by mutual discussions and thereafter reduce it to writing. The Owner/First Party and the Developer shall enter into a separate agreement to be called the "Deed of Sharing of Apartments" which would outline and delineate the specific apartments falling under the Owner's

Musath Unisa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

Constructed Area and the Developer's Constructed Area, such agreement to be entered into between the Owner /First Party and the Developer shall form a part and parcel of this agreement.

7.7 The Developer shall, upon request of the Owner/First Party, make available to the Owner/First Party one complete set of sanctioned plans and other connected documents and drawings prior to the commencement of the construction work.

8. **COST OF CONSTRUCTION:**

8.1 The entire cost of construction of the residential apartments building and all common facilities and amenities to be put up in the Schedule Property shall be borne by the Developer. The Owner shall not be required to contribute any amount for the construction.

8.2 The entire cost of construction of the Owner's super built up area shall be adjusted by the Developer from out of the sale consideration of 70% of undivided right, title and interest in Schedule Property of the saleable interest in the land which it is authorized to receive and appropriate towards the cost of construction of 30% of super built up area in the residential apartments to be constructed on the Schedule Property to be handed over to the Owner. The Developer hereby confirm that the sale consideration which it is going to receive and appropriate towards the sale of 70% of saleable interest in Schedule Property shall be sufficient to meet the cost of construction of 30% of super built up area in Schedule Property to be constructed and handed over to the Owner. Since the Owner's super built up area is thus going to be constructed from out of the funds to be credited to Owner's account, the Ownership in such super built up area shall absolutely vest in the Owner herein.

Musath Kumar

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

9. COMMENCEMENT / COMPLETION OF DEVELOPMENT / CONSTRUCTION AND DELIVERY:

- 9.1 The Developer shall prepare the necessary Plans/ Drawing/Design for approval and construction of residential complex on the Schedule Property and submit the same to the concerned Authority for development approval and sanction and license of plans. The responsibility and expenses for preparing and obtaining necessary licenses and sanctioned plan shall be that of the Developer. The Developer shall launch the project within a period of 10 (Ten) months from the date of execution and registration of Joint Development Agreement with a grace period of 1 (One) month, hereinafter referred to as "Project Commencement Date".
- 9.2 The Developer shall complete the construction of apartments in the residential development on the Schedule Property falling to the share of the Owner/First Party within a period of 28 months from the date of launch of the project/"Project Commencement Date" on the Schedule hereto. However, the Developer shall have a grace period of 6 months for completion of the Project beyond 28 months period from the "Project Commencement Date".
- 9.3 The Owner/First Party hereby agrees not to interfere or interrupt in the course of development of the Schedule Property and/or commit any act or omission having the effect of delaying or stopping the work that will be undertaken by the Developer.
- 9.4 The Developer will be entitled to engage Architects, Engineers, Contractors and others, as they deem fit to execute the construction work; however in case of disputes between the Developer and their contractors, architects, engineers and other workmen, suppliers of materials and other persons who are engaged by the Developer in the development of the Schedule Property, the same shall be settled by the Developer and the Owner/First Party shall have no liability of any nature whatsoever.

Museath Musa

For VARIN INFRA PROJECTS PVT. LTD.
[Signature]
DIRECTOR

- 9.5 The entire cost (including Architects fee, cost of services, if any, to be paid for obtaining plan approval, sanction plans and all other expenses) shall be borne by the Developer. The Owner/First Party shall not be required to contribute any amount towards the cost of construction.
- 9.6 After the sanctioned plan for the residential development on the Schedule Property the Owner/First Party and the Developer shall decide upon the apartments falling to their share. Such allocation of the development on the Schedule Property shall be recorded in writing.
- 9.7 The Developer shall not incur any liability for any delay, by reason of non-availability of Cement and/or Steel and/or by Governmental Restrictions and/or by reason of Civil Commotion, any act of God or due to any Injunction or Prohibitory Order (not attributable to any action of the Developer) or conditions of force majeure. In any of the aforesaid events, which are beyond the control of the Second Party, the Developer shall be entitled to corresponding extension of time, for delivery of the said Owners' Constructed Area.
- 9.8 In the event of any delay deliberately caused by the Developer in delivery after a period 28 months with a grace period of 6 months, i.e. 34 months from the date of launch of the apartment project/ "Project Commencement Date" in Schedule Property, then in such an event, the Developer shall pay to the First Party a sum Rs.2,00,000/= (Rupees Two Lakhs Only) per acre per month for a period of first 5 (Five) months of delay. Further, if the project is delayed beyond the period of 39 months from the date of launch of apartment project/ "Project Commencement Date" in the Schedule Property, then in such an event, the Developer shall pay to the Owner/First Party a sum of Rs.4.75,000/- (Rupees Four Lakhs Seventy Five Thousand Only) per acre per month till the date of completion of Apartment project.

Musath Muisa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

10. TRANSFER OF DEVELOPER'S SHARE:

- 10.1 The Owner shall convey/transfer Developer's 70% share in the Schedule Property to the Developer or its nominee/s or person/s identified by the Developer.
- 10.2 The Developer shall be entitled to enter into agreements for sale of undivided shares i.e. 70% in the Schedule Property and 70% super built up area in the residential apartments with persons intending to own residential spaces and enter into construction agreements with such intending purchasers/holders.
- 10.3 The stamp duty, registration charges and expenses in connection with the preparation of the Deed/s of Conveyance and /or other documents relating to 70% share in the Schedule Property along with proportionate car parking space agreed to be conveyed to the Developers' nominee/s shall be borne by the Developer or the nominee/s of the Developer as the case may be.

11. FRAGMENTATION

As the super built up area cannot be fragmented, to enable the Owner to retain exactly 30% of the total super built up area, the Owner shall be entitled to such number of Apartments whose super built up area will be nearer to 30% of total super built area in the Schedule Property. If the super built up area of apartments of the Owner's Allocation falls short of 30% of the total super built up area, the Owner shall be entitled to be paid by the Developer for such fractional shortfall at Rs.4,500/- per sq.ft of super built up area and if the construction of super built up area of the Owner exceeds 30% of the total super built up area, the Owner shall pay to the Developer for such fractional excess area at Rs.4,500/- per sq.ft of super built up area.

12. INTEREST FREE REFUNDABLE SECURITY DEPOSIT:

It is agreed between the parties herein that the total Interest Free Refundable Security Deposit ('IFRSD' for short) to be paid under this Joint Development Agreement shall be Rs. 50,00,000/- (Rupees Fifty Lakhs Only).

Musath Munnia

For VARIN INFRA PROJECTS PVT. LTD.
[Signature]
DIRECTOR

Accordingly, the Second Party/Developer has paid Rs.50,00,000/- (Rupees Fifty Lakhs Only) to the Owner/First Party herein by way of Cheque bearing No.000260, dated 06.02.2013, drawn on Karur Vysya Bank Ltd., Malleshwaram Branch, Bangalore, in favour of the Owner/First Party herein.

The receipt of which the Owner/First Party hereby accepts and acknowledges. The Owner shall refund the interest free refundable security deposit paid in terms of this Joint Development Agreement to the Developer simultaneously upon handing over of possession to the Owner by the Developer of the entire Owner's Area completed as per the terms set out hereof.

13. OWNER'S OBLIGATION:

13.1 The Owner shall pay up to date taxes payable in respect of the schedule Property whereupon the Developer shall be entitled to apply for sanction of plan for constructing residential apartments on the Schedule Property.

13.2 The Owner shall execute a Power of Attorney in favour of the Developer or its nominee/s to enable the Developer to proceed with obtaining of licenses and sanctioned plans and consents in regard to the residential complexes to be constructed on the schedule Property and authorising the Developer to represent the Owner before the Bangalore Development Authority, Bruhat Bangalore Mahangara Palike, Karnataka State Pollution Control Board, Ministry of Environment and Forest, BESCOM, BWSSB, Fire Force authorities and other statutory authorities. The Owner shall execute Power of Attorney authorizing the Developer or its representatives to enter into Agreements of sale in respect of 70% of undivided right, title and interest in Schedule Property and to sell the said percentage of share in the Schedule Property and to receive payments and such Powers of Attorney shall not be revoked till completion of the entire project or thereafter.

13.3 The Owner shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the Developer may lawfully require in order to legally and effectively vest in the Developer's

Musath Muisa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

BNG(U)-VRT.....1096/2016-17/17-30

nominees title to the above said undivided shares in the Schedule Property and for completing the development of the Schedule Property.

13.4 The Owner has handed over the vacant possession of the Schedule Property to the Developers on the date of execution of this Agreement.

14. DEVELOPER'S OBLIGATIONS:

14.1 The Developer hereby agree and undertake to locate and procure buyers of undivided right, title and interest in the Schedule Property who intend to construct residential apartments on the Schedule Property in accordance with the plan to be sanctioned by the Bangalore Development Authority/Bruhat Bangalore Mahanagara Palike or other appropriate authority.

14.2 The Owner has executed a Power of Attorney in favour of the Developer or its nominee/s to do the followings acts, deeds, matters and things etc.

- a. To make and submit from time to time for requisite permission or exemption order under the provisions of any statutes or Acts applicable thereto and/or to follow up the application thereto if any made by the Owner and to obtain requisite permissions, sanctions, exemptions, etc.
- b. To make application and to appear before all statutory and public authorities like Bangalore Development Authority, Bruhat Bangalore Mahanagara Palike, Town Planning Authority/any other competent authority, Bangalore Development Authority, Deputy Commissioner, Airport Authority of India, Karnataka State Pollution Control Board, Karnataka State Fire and Emergency Services, State Environmental Impact Assessment Authority (SEIAA) etc., for the purpose of getting sanctioned plan and obtaining licence/s, change of land use, conversions or permissions as may be necessary in the matter of putting up multi-storied residential apartments building on the Schedule Property as also any other licences /consents /permissions /no objection certificate / commencement certificate /occupancy certificate, amendments/

Musath Kusa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

BNG(U)-VRT.....10944/2016-17/18-30

modifications in connection with the development of the Schedule Property and construction of building thereon and to construct building structure as per the sanctioned plan in the Schedule Property. For the above purpose, the Owner agrees to give the power to the Developers who shall act on behalf of the Owner and sign necessary papers as Power of Attorney Holder and obtain necessary approval and sanction of the plan.

- c. To appoint architects, surveyors, engineers, contractors and other agencies as may be necessary in connection with the Development of the Schedule Property and for construction thereon.
- d. To make application to the BESCOM and/or such other authority concerned for obtaining power connection and obtaining permits or quotas of cements and steels and other controlled materials necessary in connection with development work.
- e. To apply to the Airport Authority of India, Karnataka State Pollution Control Board, Karnataka State Fire and Emergency Services, State Environmental Impact Assessment Authority (SEIAA) etc., for getting No-Objection Certificate and clearance certificate.
- f. To appear and represent the Owner before all authorities concerned from time to time in relation to construction of development of the Schedule Property.
- g. To apply to the Fire Service Department for getting No Objection Certificate and Clearance Certificate.
- h. To identify and locate prospective apartment/s/flat/s Purchaser/s.
- i. The Owner undertakes and agrees to sign on request from the Developers such documents, applications, letters and other papers etc., as may be necessary for the development of the Schedule Property and construction and completion of residential apartments building including those required for obtaining/purchasing of building materials like cement, bricks,

Uthraath Uthra

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

steel etc., and utilities like water and power and for giving effect to the terms of this Joint Development Agreement and for this purpose to grant forthwith at the Developers request to Developers and or its nominee/s such authority as may be deemed necessary by the Developers including authority to amend any application/s document/s etc., as may be necessary.

- j. To institute, prosecute and defend legal proceedings of every nature that may arise in respect of the Schedule Property, to sign pleadings, file applications, documents etc., and to give evidence, engage Advocates etc.,
- k. to apply to Public Authorities like Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephone and other statutory Authorities for the purpose of obtaining facilities like power connection, water connection, sanitary connection, telephone connection etc.,
- l. To appear for and represent us before any Government, Statutory, local, revenue, tax and other authorities as also court and tribunals in regard to the Schedule Property.
- m. To make and submit from time to time for requisite permission of exemption order under the provision of any statute of acts applicable thereto or to follow up the application thereto.
- n. To make all deposits, payments and other outgoings that may become necessary to obtain power sanction, water and sewerage connection and other amenities and to make payment of any charges in connection with the development of the Schedule Property.
- o. To borrow loans by creating equitable mortgage pertaining to Developer's share of 70% and to execute such deed/s, document/s, letter/s etc., that may become necessary for the purpose of such borrowings. However the Owner shall have no objection regarding such borrowing or charge if any created by the Developer.

Musath Musa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

- p. To enter into Agreements of Sale by way of conveying 70% of undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchaser/s and to receive sale consideration and issue receipts for the same.
- q. To execute Sale Deed/s by way of conveying 70% of undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchaser/s.
- r. To present the Sale Deeds and get any deed/s or document/s registered by admitting execution before the jurisdictional Sub-Registrar and to do all such acts and things that may be necessary for the transfer of 70% of undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area.
- s. To sign forms, declarations, affidavits etc., that may become necessary in connection with the execution of Sale Deeds.
- t. To receive consideration for sale/transfer/conveyance as also advances, part payments and balance payments as regard to the sale, conveyance, and transfer of developers share as per the scheme and development agreement and issue receipts/acknowledgement.
- u. To apply for clubbing of khata and obtain registration of khata for the purpose of construction on the Schedule Property by the Developer as well as for bifurcation of the khata after the Building/s are constructed for assignment of individual Municipal number to the constructed residential apartments/units in the Schedule Property.
- v. To sign and execute all papers/applications for becoming member of Owners Association and to the provisions of the Karnataka Apartment Owners Act, 1974 and to sign and execute the Deed of Declaration in that behalf.

Museat Murser

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

- w. To appear before the Tax authorities in respect of assessment of the Residential Building that may be constructed on the Schedule Property.
- x. To apply and submit necessary documents / undertakings / deed/s for registration of the Project and secure registration under the provision of any statute or act or enactment applicable thereto.
- y. To further sub-delegate the powers to any other person/s as the Developer deems fit and proper including the power to complete the registration formalities before the concerned Sub-Registrar's office.
- z. To do all other acts, deeds and things necessary in regard to the maintenance of the Schedule Property without any restrictions, reservations or conditions.

15. **BORROWING:**

The Second Party/Developer herein shall be entitled to obtain credit facilities from Banks and/or other financial institutions on the security of the Developer's share of 70% of undivided share in the Schedule Property. The First Party/Owner herein has no objection for the Second Party/Developer to mortgage or pledge the title documents of the Schedule Property to any Banks and or other financial institutions. The First Party/Owner herein has given her consent and has agreed to sign any documents by themselves or by executing a General Power of Attorney in favour of the Second Party/Developer herein pertaining for the same and undertake to furnish the required documents and clarifications, if any sought by Bank or other financial institutions for availing the said financial assistance provided however, that there shall be no personal liability on the First Party/Owner herein 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 share in the Schedule Property.

Muscat Hussa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

16. TAXES, MAINTENANCE, DEPOSITS ETC:

16.1 The First Party/Owner shall pay and discharge all taxes, rates, cesses and other public dues with respect to the Schedule Property up to the date hereof. From the date hereof till the date of delivery of the entire Owner's Area, the Developer shall pay and discharge all municipal taxes, rates, cesses and other public dues with respect to the Schedule Property.

16.2 The First Party/Owner herein has agreed to pay to the Second Party herein, a sum of Rs.130/- per square feet on the super built up area of Apartment/s towards the charges and deposits for obtaining water supply, sanitary and power connections i.e. BESCO, and BWSSB, in respect of her share of super built up area of Apartment/s. Further it is also mutually agreed between the parties herein that, in the event if the First Party/Owner intends to sell her share of Apartment/s to any third party/intending purchaser/s before the completion of the project, then in such an event the Second Party herein shall be at liberty to charge the aforesaid charges as per the charges prevailing at that point of time instead of charging Rs.130/- per square feet as agreed hereunder.

16.3 The First Party/ Owner herein shall be liable to bear and pay all taxes, rates and cesses and charges for electricity payable in respect of the Owner's Area from the date of delivery of possession thereof to the First Party/Owner or upon the expiry of one month from the date of service of a written notice by the Developer to the First Party/Owner that the Owner's Area has been completed in terms of this Agreement and is ready for occupation, whichever is earlier. If the First Party/Owner, before completion of construction of her share of Apartment/s, sells/conveys/transfer her Apartment/s to any prospective buyers, in such an event, VAT, Service Tax and GST and maintenance deposit are applicable and the same shall be borne and paid/recovered from the purchasers of the Owner's Area. The First Party/Owner shall bear and pay the Maintenance Deposit in respect of the Owner's Area at the time of handing over of possession of the Owner's Area by the Second Party/ Developer.

Musate Muisa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

- 16.4 The Second Party/Developer shall bear and pay all deposits payable to Electricity Board, Water Supply and Sewerage Board, telecom or other authorities or to the appropriate authorities in connection with the apartments falling to its share.
- 16.5 The First Party/Owner and the Developer, from the date of delivery of possession of Owner's Area, maintain their respective portions, at their own cost in good 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 buildings which may be against law or which will cause obstruction or interference to the users of such common area; the First Party/Owner and/or her transferees in respect of the Owner's Area and the Developer's Area, shall become members of the Apartment Owners Association to be formed by all the Apartment owners for the purpose of attending to maintenance and safety of the Apartment/s and all matters of common interest and shall observe and perform the terms/conditions/bye-laws/rules and regulations of such association.
17. The Developer shall sell saleable undivided interest to an extent of 70% (Developer's share) in the Schedule Property. The Developer shall be entitled to collect monies, receive the sale consideration for such undivided interest sold under the respective sale agreements or sale deeds executed by or on behalf of Owner and also to appropriate the same for the purpose of constructing the Owner's super built up area.
18. **INDEMNITY:**
- The Owner shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Developer on account of any defect in or want of title on the part of the Owner or on account of any delay caused at the instance of the Owner.

Musath Mune

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

19. All cost and expenses relating to transfer of saleable undivided right, title and interest to an extent of 70% in respect of Schedule Property in favour of prospective buyers shall be borne and paid for by such buyer or the Developer.
20. The Developer shall have the absolute discretion in negotiating the terms and conditions for the sale of respective undivided interest in Schedule Property and its share of super built up area. The Developer shall alone be entitled to profits, gains, capital appreciations and benefits of all kinds and description, accruing arising or flowing in relation to the Development of the Schedule Property and shall alone be liable for all loss, costs and expenses of the development project and for taxes including Income Tax that may be levied, in respect of its share.
21. In the course of construction of proposed residential apartments, the Developer shall comply with all notices or regulations issued by the Corporation or other authorities and shall indemnify and keep indemnified the Owner against non compliance of such notices, orders requisitions and against all actions, suits and other proceedings costs, claims and demands in respect thereto.

22. **POWER OF ATTORNEY**

The Owner shall execute a Power of Attorney in favour of Sri. B M Jayeshankar and Sri. B. M. Karunesh, both Directors of M/s. Varin Infra Projects Private Limited, the Developer herein to enable the Developer to represent the Owner before the Bangalore Mahanagara Palike / Bangalore Development Authority / Local City Municipal Council, Electricity Board, Water Supply and Sewerage Board, Fire Force authorities and other statutory authorities. The Owner shall also authorize the Developer to enter into Agreements of Sale in respect of Developer's share of super built up area in the Schedule Property and to receive payments and such Power of Attorney shall not be revoked till completion of the entire project or thereafter.

Musak Musa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

23. **DOCUMENTS OF TITLE:**

The original title deeds in respect of the Schedule Property are handed over by the Owner to the Developer on this day of execution of this Joint Development Agreement. After completion of the construction of residential buildings in the Schedule Property and on formation of Apartment Owner's Association, the Developer shall hand over the original title deeds to such Owner's Association.

24. **NAME OF THE PROJECT:**

Both the Owner and the Developer herein shall do the naming the project to be constructed in the Schedule Property on mutual consent.

25. **CUSTODY:**

This Joint Development Agreement is executed in 2 (Two) sets. The original shall be with the Developer and the duplicate shall be retained by the First Party / Owner herein.

26. This Joint Development Agreement shall not be terminated unilaterally by the Owner herein and the appointment of Developer shall be irrevocable in view of the refundable security deposit paid and other obligations undertaken by the Developer.

27. **BREACH AND CONSEQUENCES:**

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

28. **ARBITRATION:**

All disputes and differences which may arise between the parties hereto and which cannot be settled amicably with regard to the construction, meaning and effect of this Joint Development Agreement or any part thereof or in any way related to or pertaining thereto shall be resolved by having recourse to arbitration in accordance with the provisions of the Arbitration & Conciliation

Musak Musa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

BNG(U)-VRT²³.....

1094/2016-17/26-30

Act, 1996. The award passed by such board of Arbitrators shall be final and binding on the parties hereto. The venue of such arbitration shall be at Bangalore and the jurisdiction will be of the courts at Bangalore.

29. **GENERAL:**

- a. In the course of construction of proposed building, the Developer shall comply with all notices or regulations issued by the BBMP/ BDA and other statutory authorities.
- b. The Developer assures the Owner that in the matter of construction of proposed residential building the Developer shall maintain absolute quality confirming to the specifications in ANNEXURE appended to this Joint Development Agreement. The Owner shall be entitled to inspect the construction work to satisfy themselves regarding the standard quality specification without hampering the progress of work.
- c. The Owner and/or her authorized representatives' at all reasonable times shall have the right of inspection of the progress of work and quality of material and work, the rate of progress of work and other related matters shall be final and binding on the parties.

Museath Musa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR



24 1094 1/2016-17/27-30
BNG(U)-VRT.....

SCHEDULE PROPERTY

All that piece and parcel of the undeveloped converted land bearing Sy.No.91, totally measuring 4 Acres and 05 Guntas, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-.

East by	:	Land bearing Sy.No.62 and 63;
West by	:	Land bearing Sy.No.68, Road and Sy.No.92 belonging to Mr. Syed Faheem Shah;
North by	:	Land bearing Sy.No.68;
South by	:	Land bearing Sy.No.56.

The Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN (EBB)SR06/2015-16, dated 07.05.2016.

Musath Mune

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR



BNG(U)-VRT

1094/2016-17/28-30

IN WITNESS WHEREOF, the parties hereto have affixed their signatures in presence of the witnesses attesting hereunder on the day, month and year first above-mentioned.

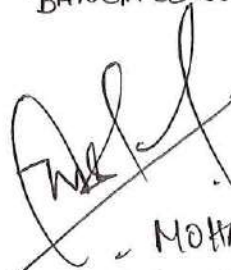
WITNESSES:

1.


 ABUBAKER SIDDIQUE
 #2, 3rd MAIN ROAD
 VASANTH NAGAR
 BANGALORE - 560052


 (Nusrath Unisa)
 FIRST PARTY/OWNER

2.


 - MOHAMED IBRAHIM SHARIFF
 #61, Flat no 302, Akhant Eden
 COLES ROAD, PRAZER TOWN
 BANGALORE - 560005

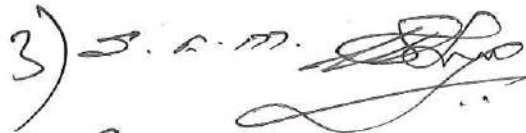
For M/s Varin Infra Projects
 Private Limited


 (B.M. Karunesh)
 Director

SECOND PARTY/DEVELOPER

Drafted By:


 S. Sumithra,
 Advocate, Bangalore.

3) 
 (S. A. M. Laxman)

4) 
 (R. Masroor Alam)



**ANNEXURE
(SPECIFICATIONS FOR APARTMENTS PROJECT)**

1. STRUCTURE:

Seismic zone II compliant RCC framed structure.

Masonry - External walls with 8" Solid Block Masonry and internal walls with 4" Hollow/Solid block masonry.

2. PLASTERING:

All internal walls smoothly plastered with lime rendering.

External plastering with sponge finish.

3. FLOORING:

24" x 24" Vitrified Tiles in Living, Dining, Kitchen area and Bedrooms other than Master bedroom and Children's bedroom in 3 / 4 - Bedroom Flats.

24" x 24" Vitrified Tiles in Living, Dining, Kitchen area and Bedrooms other than Master bedroom in 2- Bedroom Flats.

Laminated Wooden flooring in all bedrooms of 2- Bedroom Flat.

12" x 12" Ceramic tiles for Balconies and Utility area.

12" x 12" Ceramic tiles in Servants room and all toilets.

.Ground floor lobby area: Granite / Vitrified tiles flooring and all other floor lift lobbies with Vitrified tiles.

Kota / Tandoor Stone / Vitrified for stair case.

4. TOILETS:

Ceramic Glazed tiles dado upto 7 feet height in all toilets.

White color EWC & washbasin with Granite / Marble counter top & mirror for all toilets except one toilet where it will be White EWC, Wash Basin with Pedestal & Mirror.

Glass shower cubicle in Master Bedroom Toilet.

Single lever diverter for all showers and single lever mixer for all washbasins.

Health faucet in all toilets.

Concealed Master Control Cock in each toilet.

5. DOORS:

Main Door, Bedroom Doors, Kitchen Door & Toilet Doors with Engineered door frames & shutters.

Powder Coated Aluminium/UPVC sliding doors with 3-track (one with mosquito mesh) for Living room to Balcony & Bedroom to Balcony doors.

6. WINDOWS:

3 track Finesta or UPVC sliding windows with three tracks (one with mosquito mesh).

M.S. grills (from inside) for windows in Ground Floor and First Floor Only.

Powder coated Aluminum/UPVC ventilators with translucent glass in toilets.

Murath Murath

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR



BNG(U)-VRT.....

109K / 2016-17 / 30.30

7. KITCHEN:

"L" shaped Granite Platform with stainless steel single bowl and Vegetable bowl sink with drain board.

2 feet dado above platform area with Ceramic glazed tiles.

Provision for - Aqua-guard point in kitchen.

Provision for - Washing machine in utility area.

Provision for - Gas cylinder in utility area with necessary copper piping arrangements.

8. PAINTING / POLISHING:

Interior: Oil bound distemper.

Exterior: Acrylic Emulsion Paint.

Enamel painting for MS grill / Railings.

9. PLUMBING:

Good quality CP Fittings

Good quality PVC Drainage and Storm water pipes

All plumbing will be pressure tested.

10. ELECTRICAL:

One TV point in living and all Bedrooms.

(Signal quality to be maintained by the client)/ Service provider.

Exhaust fans in kitchen and all toilets.

Good quality electrical wires and switches.

Two Earth Leakage Circuit Breaker (ELCB) for each Flat.

(One for AC & heating and the other for lighting)

Provision for networking points in all Bedrooms and Living Room.

Necessary Miniature Circuit Breaker (MCB) will be provided at the main distribution box within each flat.

Telephone points in all bedrooms and living area.

Electrical AC point in all bedrooms and living area.

11. LIFT:

Two lifts for each block

Elegant lift lobbies.

12. TELEPHONE WITH INTERCOM FACILITY:

For telephone facility, cabling will be done up to each flat. This will be operated by a National Telecom Operator for a one-time charge & monthly rental. (To be borne by the First Party or its owners) Which will also serve as intercom facility from each apartment to security room, clubhouse and other Apartments.

13. POWER BACKUP:

For 2 Bedroom Apartment - 4KVA

For 3 Bedroom Apartment - 6 KVA



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

ANNEXURE
(SPECIFICATIONS FOR APARTMENTS PROJECT)

1. STRUCTURE:

Seismic zone II compliant RCC framed structure.

Masonry - External walls with 8" Solid Block Masonry and internal walls with 4" Hollow/Solid block masonry.

Constructed area is 22,500 sq.ft. per acre

2. PLASTERING:

All internal walls smoothly plastered with lime rendering.

External plastering with sponge finish.

3. FLOORING:

24" x 24" Vitrified Tiles in Living, Dining, Kitchen area and Bedrooms other than Master bedroom and Children's bedroom in 3 / 4 - Bedroom Flats.

24" x 24" Vitrified Tiles in Living, Dining, Kitchen area and Bedrooms other than Master bedroom in 2- Bedroom Flats.

Laminated Wooden flooring in all bedrooms of 2- Bedroom Flat.

12" x 12" Ceramic tiles for Balconies and Utility area.

12" x 12" Ceramic tiles in Servants room and all toilets.

Ground floor lobby area: Granite / Vitrified tiles flooring and all other floor lift lobbies with Vitrified tiles.

Kota / Tandoor Stone / Vitrified for stair case.

4. TOILETS:

Ceramic Glazed tiles dado upto 7 feet height in all toilets.

White color EWC & washbasin with Granite / Marble counter top & mirror for all toilets except one toilet where it will be White EWC, Wash Basin with Pedestal & Mirror.

Glass shower cubicle in Master Bedroom Toilet.

Single lever diverter for all showers and single lever mixer for all washbasins.

Health faucet in all toilets.

Concealed Master Control Cock in each toilet.

5. DOORS:

Main Door, Bedroom Doors, Kitchen Door & Toilet Doors with Engineered door frames & shutters.

Powder Coated Aluminium/UPVC sliding doors with 3-track (one with mosquito mesh) for Living room to Balcony & Bedroom to Balcony doors.

6. WINDOWS:

3 track Finesta or UPVC sliding windows with three tracks (one with mosquito mesh).

M.S. grills (from inside) for windows in Ground Floor and First Floor Only.

Musath Hussa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

ANNEXURE
(SPECIFICATIONS FOR APARTMENTS PROJECT)

1. STRUCTURE:

Seismic zone II compliant RCC framed structure.

Masonry - External walls with 8" Solid Block Masonry and internal walls with 4" Hollow/Solid block masonry.

Constructed area is 22,500 sq.ft. per acre

2. PLASTERING:

All internal walls smoothly plastered with lime rendering.

External plastering with sponge finish.

3. FLOORING:

24" x 24" Vitrified Tiles in Living, Dining, Kitchen area and Bedrooms other than Master bedroom and Children's bedroom in 3 / 4 - Bedroom Flats.

24" x 24" Vitrified Tiles in Living, Dining, Kitchen area and Bedrooms other than Master bedroom in 2- Bedroom Flats.

Laminated Wooden flooring in all bedrooms of 2- Bedroom Flat.

12" x 12" Ceramic tiles for Balconies and Utility area.

12" x 12" Ceramic tiles in Servants room and all toilets.

Ground floor lobby area: Granite / Vitrified tiles flooring and all other floor lift lobbies with Vitrified tiles.

Kota / Tandoor Stone / Vitrified for stair case.

4. TOILETS:

Ceramic Glazed tiles dado upto 7 feet height in all toilets.

White color EWC & washbasin with Granite / Marble counter top & mirror for all toilets except one toilet where it will be White EWC, Wash Basin with Pedestal & Mirror.

Glass shower cubicle in Master Bedroom Toilet.

Single lever diverter for all showers and single lever mixer for all washbasins.

Health faucet in all toilets.

Concealed Master Control Cock in each toilet.

5. DOORS:

Main Door, Bedroom Doors, Kitchen Door & Toilet Doors with Engineered door frames & shutters.

Powder Coated Aluminium/UPVC sliding doors with 3-track (one with mosquito mesh) for Living room to Balcony & Bedroom to Balcony doors.

6. WINDOWS:

3 track Finesta or UPVC sliding windows with three tracks (one with mosquito mesh).

M.S. grills (from inside) for windows in Ground Floor and First Floor Only.

Musrat Hussa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

Book TV 50/16-17

50 TV 2016-17/1-10
BNG(U)-VRT.....

GENERAL POWER OF ATTORNEY

Know all the presents, I,

MRS. NUSRATH UNISA, aged about 52 years, W/o Mr. S.F.M. Usman, residing at No.2, 3rd Main Road, Vasanthnagar, Bangalore - 560052, (hereinafter referred to as the "Owner").

WHEREAS:

1. Mrs. Nusrath Unisa, the Owner herein is the absolute owner of the residentially converted land bearing Sy.No.91, admeasuring 4 Acres 05 Guntas, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which is morefully described in the Schedule hereunder written and hereinafter referred to as the 'Schedule Property'.
2. I, the Owner herein, have decided to jointly develop the Schedule Property along with M/S VARIN INFRA PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at No.10, Vittal Mallya Road, Bangalore-560 001 (hereinafter referred to as the "Developer").
3. Accordingly, I, the Owner herein, have entered into a Joint Development Agreement ("JDA" for short) on 25.06.2016 registered as Document No. 1094/16-17 of Book I and stored in CD No. VRTD 316 in the office of the Sub-Registrar, Varthur, with the Developer for development of residential apartment building/s on the Schedule Property.

Nusrath Unisa





Print Date & Time : 25-06-2016 02:10:25 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 50

BNG(U)-VRT

50

TV

2016-17/2-10

ವರ್ತಮಾನ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 25-06-2016 ರಂದು 01:49:48 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕವೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	350.00
	ಒಟ್ಟು :	550.00

ಶ್ರೀ B M Jayeshankar S/o. Late B M Madaiah and B M Karunesh S/o. Late B M Madaiah, Directors of M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by their PA holder Kiran Kumar P ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ B M Jayeshankar S/o. Late B M Madaiah and B M Karunesh S/o. Late B M Madaiah, Directors of M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by their PA holder Kiran Kumar P			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	B M Jayeshankar S/o. Late B M Madaiah and B M Karunesh S/o. Late B M Madaiah, Directors of M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by their PA holder Kiran Kumar P (ಬರೆದುಕೊಂಡವರು)			
2	Nusrath Unisa W/o. S F M Usman . (ಬರೆದುಕೊಂಡವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

BNG(U)-VRT...

2
50

14/2016-17/3-10

4. As required under the terms of the JDA, I, the Owner, am executing a power of attorney in favour of the Developer being these presents.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, I, Mrs. Nusrath Unisa, aged about 52 years, W/o Mr. S.F.M. Usman, residing at No.2, 3rd Main Road, Vasanthnagar, Bangalore - 560052, the Owner, hereby nominate, constitute and appoint Sri. B M Jayeshankar, S/o Late Sri. B.M.Madaiah and Sri. B.M.Karunesh, S/o Late Sri. B.M.Madaiah, Directors of M/s VARIN INFRA PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at No.10, Vittal Mallya Road, Bangalore-560 001, to be my lawful attorney for and on my behalf to do, subject to the terms and conditions of the JDA, the following acts, deeds, matters and things either jointly or severally in respect of 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, Town Planning Department, Airport Authority of India, Karnataka State Pollution Control Board, Karnataka State Fire and Emergency Services, State Environmental Impact Assessment Authority (SEIAA) 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 any other purposes as our attorney/s deem/s it fit in respect of whole or portions of the Schedule Property, pay the prescribed fees, premiums, conversion fine and other sums that may be demanded by the authorities and for said and other purposes sign and execute necessary Petitions, Applications, Forms, Affidavits, Declarations, Undertakings, Indemnities and other deeds and papers required therefore 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 Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephones, Police Department, Airport

Nusrath Unisa

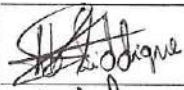
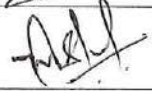
ಗುರುತಿಸುವವರು

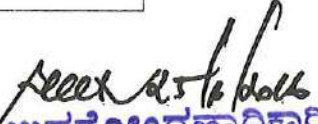
BNG(U)-VRT.....

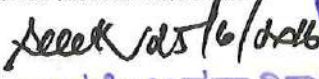
50

2016-17

14-10

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Abubaker Siddique # 2, 3rd Main Road, Vasanthnagar, B'lore	
2	Mohamed Ibrahim Shariff # 61, Flat No. 302, Elegant Eden, Coles Road, B'lore	


ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

<p style="text-align: center;"></p> <p style="text-align: center;">4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ VRT-4-00050-2016-17 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ VRTD316 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 25-06-2016 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: center;"> ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ವರ್ತೂರು)</p>	
--	---

Authorities, Fire Force Authorities, Industries Department, Environment Authorities, Karnataka State Pollution Control Board, Infrastructure and Development Department, Urban Development Department, Housing Development Department, Departments of Energy, Forest and Ecology, Tourism Department, Health Department, Karnataka State Industrial Investment and Development Corporation, Taxation Department and in all other Offices of State or Central etc., and apply for and obtain orders for change of land use, for sanction of any plans, licences, sanctions, permits and other orders required for development of the Schedule Property into multi storied residential apartment buildings and also for Power/Water supply and other infra-structure and other connected utilities and purposes as my attorney/s may deem it fit from time to time without any limitation and for the said and other purposes incidental thereto, to 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 and also apply for renewals thereof and pay necessary charges fines, levies premium and other sums therefore that may be demanded both for sanction and for renewal.

3. To make application and to appear before all statutory and public authorities like Bangalore City Corporation, Town Planning Authority/any other competent authority, Bangalore Development Authority, Deputy Commissioner etc., for the purpose of getting change of land use, sanctioned plan and obtaining licence/s, conversions or permissions as may be necessary in the matter of putting up multi-storied building on the Schedule Property as also any other licences / consents/permissions/no objection certificate/ commencement certificate/occupancy certificate, amendments/ modifications in connection with the development of the Schedule Property and construction of building thereon and to construct building structure as per the sanctioned plan in the Schedule Property.
4. To institute, prosecute and defend all legal, revenue tax and other proceedings relating to the Schedule Property and also to settle, withdraw, compromise, compound any suit of proceedings, to sign pleadings, file applications, documents etc., and to give evidence, engage Advocates etc.,
5. To apply to Public Authorities like Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephone and other statutory Authorities for the purpose of obtaining facilities like power connection, water connection, sanitary connection, telephone connection etc. and no objection certificates.

Mudrath Mune



BNG(U)-VRT.....

50

2016-17

/6-10

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 B M Jayeshankar S/o. Late B M Madaiah and B M Karunesh S/o. Late B M Madaiah,
Directors of M/S. VARIN INFRA PROJECTS PRIVATE LIMITED rep by their PA holder Kiran
Kumar P ಇವರು 150000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ

ಮೊತ್ತ (ರೂ.)

ಹಣದ ಪಾವತಿಯ ವಿವರ

ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.

150000.00

DD No. 967018 dt 24/06/16 issued by

Indian Bank, B'lore

ಒಟ್ಟು :

150000.00

ಸ್ಥಳ : ವರ್ತಮಾನ

ದಿನಾಂಕ : 25/06/2016

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ವರ್ತಮಾನ, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ
ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ವರ್ತಮಾನ)

Designed and Developed by C- DAC ,ACTS Pune.

4 50 TV
BNG(U)-VRT.....

/2016-17/7-10

6. To appear for and represent me before any Government, Statutory, local, local panchayath, revenue, tax and other authorities as also court and tribunals in regard to the Schedule Property.
7. To make and submit from time to time for requisite permission of exemption order under the provision of any statute of acts applicable thereto or to follow up the application thereto.
8. To make all deposits, payments and other outgoings that may become necessary to obtain power sanction, water and sewerage connection and other amenities and to make payment of any charges in connection with the development of the Schedule Property.
9. To appoint architects, surveyors, engineers, contractors and other agencies as may be necessary in connection with the development of the Schedule Property and for construction of residential apartment building/s thereon and to prepare the plans of such residential apartment building/s with the help of the architects.
10. To borrow loans by creating mortgage pertaining to Developer's share of super built up area and proportionate of undivided share in the Schedule Property and to execute such deeds, documents, letters etc., that become necessary for the purpose of borrowings in respect of Developers share of Undivided right, title and interest and super built up area. The Owner has no objection for the Developer to mortgage or pledge the original title documents of the Schedule Property to any Banks and or other financial institutions for creating equitable mortgage in respect to the credit facilities to be obtained as per above.
11. To enter into Agreements of Sale by way of conveying 70% undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchasers and to receive sale consideration and issue receipts.
12. To execute Sale Deed/s / Rectification Deed/s by way of conveying 70% undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchasers.
13. To present the Sale Deeds and get any deed or documents registered by admitting execution before the Sub Registrar and to do all such things that may be necessary in connection to the Developer's share in the land and super built up area.
14. To sign forms, declarations, affidavits etc., that may become necessary in connection with the execution of Sale Deeds.

Auseath Muisa

5
50
BNG(U)-VRT.....

IV
/2016-17

/8-10

15. To receive consideration for sale/transfer/conveyance as also advances, part payments and balance payments as regard to the sale, conveyance, transfer in regard to the property or portions/ shares therein as per the scheme and development agreement and issue receipts / acknowledgement.
16. To apply for clubbing of khata and obtain khata for the purpose of construction on the Schedule Property as well as for bifurcation of khata after the Building is constructed for assignment of individual Municipal number to the residential units.
17. To sign and execute all papers/applications for becoming member of Apartment Owners Association and to the provisions of the Karnataka Apartment Ownership Act, 1974 and to sign and execute the Deed of Declaration in that behalf.
18. To appear before the Tax authorities in respect of assessment of the Apartments that may be or caused to be constructed on the Schedule Property.
19. To apply for and obtain permission under Income Tax Act, 1961, if required.
20. To apply and submit necessary documents / undertakings / deed/s for registration of the Project and secure registration under the provision of any statute or act or enactment applicable thereto.
21. To produce documents and obtain return thereof, to give evidence and to instruct counsel in regard to any proceedings relating to the Schedule Property.
22. To do all other acts, deeds and things necessary in regard to the maintenance of the Schedule Property without any restrictions, reservations or conditions.
23. To sub-delegate the powers given under this Power of Attorney to any person/s to do all or particular act/s as my attorney deems fit and proper.
24. And I, the Owner, hereby agree that this Power of Attorney is irrevocable and coupled with interest, given for the purpose of development of the Schedule Property in accordance with the terms of the JDA and generally to do and execute all acts, deeds and things in relation to the Schedule Property as I would have done if personally present.
25. And I hereby undertake to ratify and confirms all and whatsoever my said Attorney shall lawfully do or cause to be done by virtue of these presents.

Rusata Hussa

50 100
BNG(U)-VRT...../2016-17 / 9-10

SCHEDULE PROPOERTY

All that piece and parcel of the undeveloped converted land bearing Sy.No.91, totally measuring 4 Acres and 05 Guntas, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-.

East by : Land bearing Sy.No.62 and 63;
West by : Land bearing Sy.No.68, Road and Sy.No.92
belonging to Mr. Syed Faheem Shah;
North by : Land bearing Sy.No.68;
South by : Land bearing Sy.No.56.

The Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR06/2015-16, dated 07.05.2016.

Husrah Hussain

750
BNG(U)-VRT.....

TV
/2016-17

/10-10

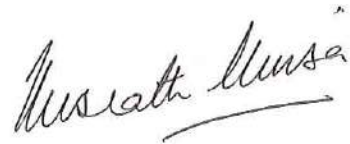
IN WITNESS WHEREOF we have signed and executed on this the Twenty Fifth day of June Two Thousand Fifteen (25.06.2016) before the following witnesses:

WITNESSES:

1.



ABUBAKER SIDDIQUE
#2, 3rd MAIN ROAD
VASANTH NAGAR
BANGALORE - 560052


(Nusrath Unisa)
EXECUTANT

2.

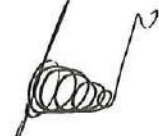


MOHAMED IBRAHIM SUMAIRA

#61, HJ no 302, ELEGANT EDEN
COLES ROAD, FRAZER TOWN
BANGALORE - 560005

1. 

2.



CLAIMANTS

Drafted by:
S. S. Tra
(S. Sumithra)
Advocate, Bangalore



सत्यमेव जयते

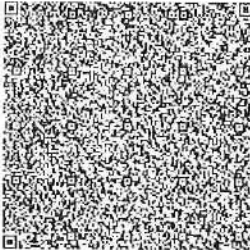
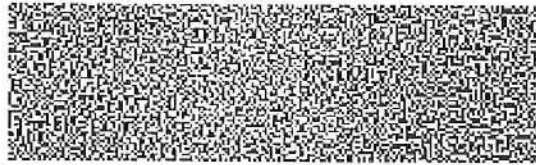
1

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA33019812633591Q
Certificate Issued Date : 27-Aug-2018 01:26 PM
Account Reference : NONACC (FI)/ kabacsl08/ BANGALORE/ KA-BA
Unique Doc. Reference : SUBIN-KAKABACSL0805586089199563Q
Purchased by : VARIN INFRA PROJECTS PVT LTD
Description of Document : Article 12 Bond
Description : AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : NUSRATH UNISA
Second Party : VARIN INFRA PROJECTS PVT LTD
Stamp Duty Paid By : VARIN INFRA PROJECTS PVT LTD
Stamp Duty Amount(Rs.) : 200
(Two Hundred only)



Please write or type below this line

SHARING AGREEMENT

This Agreement is made and executed on this the Twenty Seventh day of August, year Two Thousand and Eighteen (27.08.2018) at Bengaluru:

Nusrath Unisa

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

Statutory Alert:

- The authenticity of this Stamp Certificate should be verified at www.shalestamp.gov.in. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
- The office of receiving the Signatory is not the users of the portals.
- In case of any discrepancy please inform the Competent Authority.

BETWEEN

MRS. NUSRATH UNISA, aged about 54 years, W/o Mr. S.F.M. Usman, residing at No.2, 3rd Main Road, Vasanthnagar, Bangalore - 560052.

Hereinafter referred to as the "OWNER / FIRST PARTY" (which expression wherever it so requires shall mean and include her heirs, legal representatives, administrators, executors, successors-in-interest and assigns etc.,) of the FIRST PART:

AND

M/s. VARIN INFRA PROJECTS PRIVATE LIMITED, A Company incorporated under the Companies Act, 1956, having its registered office at No.10, Vittal Mallya Road, Bangalore - 560 001, represented by its Director Sri. B. M. Karunesh,

Hereinafter called the "DEVELOPER / SECOND PARTY" (which expression wherever it so requires shall mean and include its successors-in-office and assigns) of the SECOND PART:

WITNESSETH AS FOLLOWS:
WHEREAS

1. The First Party herein has entered into a Joint Development Agreement dated 25.06.2016 which is duly registered as Document No.1094/2016-17 of Book-I and stored in CD No.VRTD316 in the office of the Sub-Registrar, Varthur, Bangalore and has also executed a General Power of Attorney dated 25.06.2016 appointing Sri. B M Jayeshankar and Sri. B. M. Karunesh, Directors of M/s. Varin Infra Projects Private Limited empowering and authorizing them to develop the Schedule



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

'A' Property which is duly registered vide Document No.50/2016-17 of Book IV and stored in CD No.VRTD316 in the office of the Sub-Registrar, Varthur, Bangalore.

2. The Second Party has obtained license and sanctioned Plan from Bangalore Development Authority (BDA) vide L.P.No.BDA/EM/EO-2/TA-3/N/05/2018-19 dated 07.05.2018 for construction of multi storied Residential Apartment/s consisting of Wings No.1 to 10 each Wing having basement, ground and four upper floors in the Schedule 'A' Property. The Wings No.1 to 10 are now renamed as Blocks No. A, B, C, D, E, F, G, H, J and K and the apartment/s have been named and numbered accordingly and the total super built up area achieved is 318502 Sq.ft. which is inclusive of Amenity Block super built up area of 6737 Sq.ft. to be constructed in part of Wing 8 and in between Wing 8 and 9 as per sanctioned plan alongwith its total undivided interest of 179685.0 Sq.ft. in the Schedule 'A' Property. The Second Party has identified and named the entire development as 'ADARSH PINECOURT'.
3. As per the terms of the Joint Development Agreement dated 25.06.2016, the First Party is entitled for 30% of super built up area, i.e., 95550.60 Sq.ft. along with its proportionate undivided interest and proportionate car parking spaces in the Schedule 'A' Property and the Second Party is entitled for the balance super built up area of 70%, i.e., 222951.40 Sq.ft. along with its proportionate undivided interest and proportionate car parking spaces in the Schedule 'A' Property.
4. Since the Second Party herein had put in enormous efforts for obtaining the plan sanction and other formalities in respect of the

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

Schedule 'A' Property, the First Party had agreed to deduct an extent of 970.6 Sq.ft. out of her share of super built up area to be allotted in the Schedule 'A' Property and allot the same to the share of the Second Party herein. Accordingly, both the parties have mutually agreed to reduce an extent of 970.6 Sq.ft. of super built up area out of the First Party's share and add the same to the share of the Second Party over and above the Second Party's share of 70% of super built up area to be allotted as per the terms of the Joint Development Agreement dated 25.06.2016.

5. Accordingly, the First Party is entitled for 94580.0 Sq.ft. of super built up area alongwith 53357.93Sq.ft. of undivided interest and proportionate number of car parking spaces in the Schedule 'A' Property and the Second Party is entitled for 223922.0 Sq.ft. of super built up area alongwith 126327.07 Sq.ft. of undivided interest and proportionate number of car parking spaces in the Schedule 'A' Property.
6. The First Party and the Second Party are now desirous of earmarking their respective shares in the Schedule 'A' Property, as per the terms of the aforesaid Joint Development Agreement dated 25.06.2016.
7. The First Party has selected the Residential Apartment/s to be constructed in the Schedule 'A' Property which are detailed in Schedule 'B' Property mentioned hereunder and the remaining balance Residential Apartment/s to be constructed in the Schedule 'A' Property are allotted to the share of the Second Party herein which are detailed in Schedule 'C' Property mentioned hereunder.
8. In view of the aforesaid agreed terms, both the Parties are desirous of reducing the same into writing by entering into this Sharing Agreement.

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

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

1. This Sharing Agreement shall be read in continuation of the aforesaid Joint Development Agreement dated 25.06.2016 registered as Document No.1094/2016-17 of Book-I and stored in CD No.VRTD316 in the office of the Sub-Registrar, Varthur, Bangalore executed by the First Party in favour of the Second Party, which shall form part and parcel of the same and shall be in full force and effect except for the terms and conditions mentioned in this Sharing Agreement.
2. The Second Party has obtained the License and Plan sanctioned by the Bangalore Development Authority (BDA) vide L.P.No.BDA/EM/EO-2/TA-3/N/05/2018-19 dated 07.05.2018 for construction of multi storied Residential Apartment/s consisting of Wings No.1 to 10 in the name of M/s. Varin Infra Projects Private Limited in respect of the Schedule 'A' Property. The Wings No.1 to 10 are now renamed as Blocks No. A to K and the apartment/s have been named and numbered accordingly.
3. Both the Parties hereto have earmarked their respective shares in the Schedule 'A' Property as per the terms of the aforesaid Joint Development Agreement dated 25.06.2016 and have specifically agreed that the Residential Apartment/s to be constructed with its proportionate share of undivided interest in the Schedule 'A' Property and proportionate car parking area as shown in Schedule 'B' Property is allotted to the share of the First Party herein and the Residential Apartment/s to be constructed with its proportionate share of undivided interest in the Schedule 'A' Property and proportionate car

Murali Kumar

For VARIN INFRA PROJECTS PVT. LTD.

[Signature]
DIRECTOR

parking area as shown in the Schedule 'C' Property are allotted to the share of the Second Party herein.

4. The Residential Apartment/s to be constructed as reflected in Schedule 'B' Property alongwith its proportionate undivided share, right, title and interest in the land thereto is allotted to the First Party and the First Party herein is entitled to own, possess and enjoy the same as full and absolute owner with full powers of enjoyment and alienation and shall be entitled to sell or deal with the Residential Apartment/s, in any manner as she deems fit.
5. Similarly, the Residential Apartment/s to be constructed as reflected in Schedule 'C' Property alongwith its proportionate undivided share, right, title and interest in the land thereto is allotted to the Second Party and the Second Party herein is entitled to own, possess and enjoy the same as full and absolute owner with full powers of enjoyment and alienation and shall be entitled to sell or deal with the Residential Apartment/s, in any manner as it deems fit.
6. In furtherance of mutual Agreement between the parties hereto the allotment of built spaces are made in favour of respective parties together with proportionate undivided right, title and interest in the land in the Schedule 'A' Property and proportionate rights amongst the Parties in all common areas like corridors, stair-case, common-toilets, lobbies and other facilities, advantages, amenities and other areas in the building in Schedule 'A' Property.
7. Irrespective of the ratios of allotment of built spaces in the buildings and undivided right, title and interest in the land in the Schedule 'A'

Musath Muisa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

Property fixed under the aforesaid Principal Agreements referred to above, the allotments of super built spaces etc., and proportionate undivided right, title and interest in the land in the Schedule 'A' Property made herein amongst the parties hereto shall be final and binding on the parties.

8. The parties agree that the name of the building built in the Schedule 'A' Property shall be "ADARSH PINECOURT" and said name shall not be altered at any time except by the Developer herein.
9. Each of the Parties shall sign all such deeds and documents as may be required by the other Party to perfect the title of the other Party with regard to their respective shares subject to the other party bearing the expenses connected therewith if required and as and when demanded.
10. The Second Party shall execute the Sale Agreement/s, Construction Agreement/s and Sale Deed/s or such other deeds in favour of the intending Purchaser/s with respect of the Residential Apartment/s to be constructed falling to the Second Party/Developer's share. The First Party shall execute the Sale Agreement/s, Construction Agreement/s and Sale Deed/s or such other deeds in favour of the intending Purchaser/s with respect of the Residential Apartment/s to be constructed falling to the First Party/Owner's share.
11. The First Party / Second Party or her / its nominee/s or the intending Purchaser/s, shall strictly adhere to all the terms and conditions as mentioned in the Sale Agreement/s and Construction Agreement/s to be executed with respect to the Residential Apartment/s to be built falling to her / its share.

Musath Musa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

12. Each of the Parties and/or their successors shall become members of any Association formed (hereinafter referred to as the said Association) for carrying out common maintenance and for rendering common services therein.
13. In the course of ownership and enjoyment of the built areas, in the Schedule 'A' Property each of the parties herein and future owners shall have the following rights and obligations:

A. RIGHTS:

- 1) The right to own and use the Apartment only for residential purposes.
- 2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times and for all purposes, to use the staircases, passages and common areas in the Building for ingress and egress and use in common.
- 3) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.
- 4) The right to free uninterrupted passage of running water, gas and electricity from and to the building and to the apartment allotted, through water courses, sewers, drains, conduits, cables and wires which may passing through the building or any part thereof.
- 5) The right of passage for the owners of Apartments and the person/s authorised by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all

Musath Muisa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

reasonable times with prior written permissions of Second Party and/or Association.

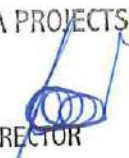
- 6) Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the other owners of Apartments in the building with prior written permission of Second Party and/or Association.
- 7) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.
- 8) The right to the use of common open area around the building (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the building
- 9) Right to use the Amenity Block to be constructed for the common use of all the apartment/s owners by paying the prescribed usage fee and the same will be handed over by the Second Party to the association after its formation.
- 10) Absolute ownership and possession of the apartment and car parking/s to be allotted.

B. RESTRICTIONS ON THE RIGHT/S OF THE PARTIES:

The Parties and the future owners of Apartments in the building in the Schedule 'A' Property shall be bound by the following restrictions and covenants in the course of the ownership and enjoyment of such apartments.

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

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

- (c) Not to use the space in the land left open after the construction of the building/s in a manner, which might cause hindrance to the free ingress to or egress from any part of the said building.
- (d) Not to park any vehicle at any place in the Schedule 'A' Property other than in the allotted parking area.
- (e) Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of other apartments under the said scheme.
- (f) Not to make any arrangement for the maintenance of the exterior of the said Apartment or the common amenities therein other than agreed to by the majority of owners of apartments therein.
- (g) Not to store in the said apartment any goods which are hazardous, combustible, dangerous or considered objectionable by any authority or which are excessively heavy as to affect or damage the construction or structure of the said building.
- (h) Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.
- (i) Not to use or permit the use of the common passages, common staircases or common areas for storage, display boards, materials etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.
- (j) Not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and unbuilt upon.

Musath Musa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

- (k) Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the building or in the common areas of the building or on the Schedule 'A' Property.
- (l) Not to cause any nuisance or health hazard to the other occupants of the building.
- (m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Owners of apartments in the building.
- (n) Not to decorate the exterior of the building and/or the apartment allotted otherwise than in a manner specified by the majority of the owners of apartments in the said building.
- (o) Not to seek for partition of common facilities or services or the land covered in the Schedule 'A' Property by metes and bounds but always shall enjoy the Schedule 'A' Property as co-owners along with other co-owners thereof.
- (p) Not to use the apartment allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health hazard to others.
- (q) Not to put up advertisement boards, neon sign and other display materials at any place of the building in the Schedule 'A' Property except at the previously designated location and also at the entrance door of the particular apartment.
- (r) No sign board, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the apartment or at any open spaces inside or outside the building and compound wall.



For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

C. EXPENSES TO BE BORNE BY OWNER OF EACH APARTMENT:

- 1) The Parties herein and the future owners of apartments in the building shall bear and pay the following expenses in the form of Maintenance Deposit/Common Expenses on demand, in proportion to his/her/their share without default.
 - a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building, including the cost of AMC's for these equipments;
 - b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building;
 - c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;
 - d) Expenses for maintenance of the building and the land surrounding thereto, white washing and color washing of common areas, external areas, garbage collection and the compound wall;
 - e) Expenses incurred in the maintenance of landscape, pots and other plants in the building;
 - f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators etc., appointed;
 - g) Such other expenses which are common in nature and not attributable any Apartment in particular but relates to the building and Property in general.
 - h) The Maintenance cost does not cover the cost of water supply, which would have to be reimbursed on a monthly basis and also does not include the cost of repairs to the buildings or

Musath Musa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

individual Apartment of any kind whatsoever and such repairs shall be carried out after payment in advance against an estimate for the same.

- 2) The Purchaser/s shall pay the amount as required by the Second Party or the association or the maintenance agency which is duly authorised by the Second Party towards maintenance and management of the common areas and facilities in the Project (subject to revision from time to time) and benefit accrued thereon shall be utilized for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s proportionately as and when demanded.

14. This Agreement is made in two sets. The First Party and the Second Party each shall have one set each as original.

SCHEDULE 'A' PROPERTY

All that piece and parcel of Property bearing Sy.No.91 measuring to an extent of 4 Acres and 05 Guntas, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-

East by	:	Land bearing Sy.No.62 and 63;
West by	:	Land bearing Sy.No.68, Road and Sy.No.92 belonging to Mr. Syed Faheem Shah;
North by	:	Land bearing Sy.No.68;
South by	:	Land bearing Sy.No.56.

The Schedule 'A' Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN (EBB) SR 06/2015-16, dated 07.05.2016.

Musath Hussa

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

SCHEDULE 'B' PROPERTY**APARTMENTS TO BE BUILT IN THE SCHEDULE 'A' PROPERTY
ALLOTTED TO THE SHARE OF FIRST PARTY HEREIN**

Sl. No	Apartment No	Super Built-up area SFT	UDI of land area SFT
1	B-001	1297	731.71
2	B-101	1754	989.53
3	B-201	1754	989.53
4	B-301	1754	989.53
5	B-401	1728	974.86
6	B-004	1748	986.15
7	B-104	1750	987.27
8	B-204	1750	987.27
9	B-304	1750	987.27
10	B-404	1740	981.63
11	C-003	1506	849.62
12	C-103	1560	880.08
13	C-203	1560	880.08
14	C-303	1560	880.08
15	C-403	1506	849.62
16	C-004	1441	812.95
17	C-104	1750	987.27
18	C-204	1750	987.27
19	C-304	1750	987.27
20	C-404	1740	981.63
21	E-002	1722	971.48
22	E-102	1766	996.30
23	E-202	1766	996.30
24	E-302	1766	996.30
25	E-402	1722	971.48
26	E-003	1735	978.81
27	E-103	1741	982.20
28	E-203	1741	982.20
29	E-303	1741	982.20
30	E-403	1729	975.43
41	F-003	1500	846.23
42	F-103	1529	862.60

For VARIN INFRA PROJECTS PVT. LTD.


 DIRECTOR

43	F-203	1529	862.60
44	F-303	1529	862.60
45	F-403	1500	846.23
31	G-001	1728	974.86
32	G-101	1755	990.09
33	G-201	1755	990.09
34	G-301	1755	990.09
35	G-401	1728	974.86
36	G-002	1271	717.04
37	G-102	1728	974.86
38	G-202	1728	974.86
39	G-302	1728	974.86
40	G-402	1703	960.76
46	H-104	1212	683.76
47	H-204	1212	683.76
48	H-304	1212	683.76
49	H-404	1172	661.19
50	J-004	1186	669.09
51	J-104	1212	683.76
52	J-204	1212	683.76
53	J-304	1212	683.76
54	J-404	1186	669.09
55	K-001	1728	974.86
56	K-101	1755	990.09
57	K-201	1755	990.09
58	K-301	1755	990.09
59	K-401	1728	974.86
		94580	53357.93

together with its proportionate car parking space/s.

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

SCHEDULE 'C' PROPERTYAPARTMENTS TO BE BUILT IN THE SCHEDULE 'A' PROPERTY
ALLOTTED TO THE SHARE OF SECOND PARTY HEREIN

Sl. No	Apartment No	Super Built-up area SFT	UDI of Land area SFT
1	A-001	1723	972.04
2	A-101	1739	981.07
3	A-201	1739	981.07
4	A-301	1739	981.07
5	A-401	1715	967.53
6	A-002	1469	828.75
7	A-102	1496	843.98
8	A-202	1496	843.98
9	A-302	1496	843.98
10	A-402	1469	828.75
11	A-003	1790	1009.84
12	A-103	1822	1027.89
13	A-203	1822	1027.89
14	A-303	1822	1027.89
15	A-403	1790	1009.84
16	A-004	1441	812.95
17	A-104	1781	1004.76
18	A-204	1781	1004.76
19	A-304	1781	1004.76
20	A-404	1752	988.40
21	B-002	1469	828.75
22	B-102	1496	843.98
23	B-202	1496	843.98
24	B-302	1496	843.98
25	B-402	1469	828.75
26	B-003	1506	849.62
27	B-103	1560	880.08
28	B-203	1560	880.08
29	B-303	1560	880.08
30	B-403	1506	849.62
31	C-001	1736	979.38
32	C-101	1739	981.07

For VARIN INFRA PROJECTS PVT. LTD.


 DIRECTOR

33	C-201	1739	981.07
34	C-301	1739	981.07
35	C-401	1715	967.53
36	C-002	1469	828.75
37	C-102	1496	843.98
38	C-202	1496	843.98
39	C-302	1496	843.98
40	C-402	1469	828.75
41	D-001	1710	964.71
42	D-101	1737	979.94
43	D-201	1728	974.86
44	D-301	1728	974.86
45	D-401	1701	959.63
46	D-002	1461	824.23
47	D-102	1509	851.31
48	D-202	1509	851.31
49	D-302	1509	851.31
50	D-402	1456	821.41
51	D-003	1303	735.10
52	D-103	1675	944.96
53	D-203	1675	944.96
54	D-303	1675	944.96
55	D-403	1644	927.47
56	D-004	1773	1000.25
57	D-104	1820	1026.76
58	D-204	1820	1026.76
59	D-304	1820	1026.76
60	D-404	1773	1000.25
61	D-205	1555	877.26
62	D-305	1555	877.26
63	D-405	1544	871.06
64	E-001	1799	1014.92
65	E-101	1847	1042.00
66	E-201	1847	1042.00
67	E-301	1847	1042.00
68	E-401	1799	1014.92
69	E-004	1374	775.15
70	E-104	1775	1001.38
71	E-204	1775	1001.38

For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

72	E-304	1775	1001.38
73	E-404	1746	985.02
74	F-001	1172	661.19
75	F-101	1212	683.76
76	F-201	1212	683.76
77	F-301	1212	683.76
78	F-401	1172	661.19
79	F-002	1132	638.63
80	F-102	1496	843.98
81	F-202	1496	843.98
82	F-302	1496	843.98
83	F-402	1469	828.75
84	H-001	1170	660.06
85	H-101	1551	875.01
86	H-201	1551	875.01
87	H-301	1551	875.01
88	H-401	1516	855.26
89	F-004	1186	669.09
90	F-104	1212	683.76
91	F-204	1212	683.76
92	F-304	1212	683.76
93	F-404	1186	669.09
94	G-003	1787	1008.15
95	G-103	1819	1026.20
96	G-203	1819	1026.20
97	G-303	1819	1026.20
98	G-403	1787	1008.15
99	G-004	1752	988.40
100	G-104	1781	1004.76
101	G-204	1781	1004.76
102	G-304	1781	1004.76
103	G-404	1752	988.40
104	H-002	1510	851.88
105	H-102	1556	877.83
106	H-202	1556	877.83
107	H-302	1556	877.83
108	H-402	1510	851.88
109	H-103	1212	683.76
110	H-203	1212	683.76

For VARIN INFRA PROJECTS PVT. LTD.


 DIRECTOR

111	H-303	1212	683.76
112	H-403	1186	669.09
113	J-001	1172	661.19
114	J-101	1212	683.76
115	J-201	1212	683.76
116	J-301	1212	683.76
117	J-401	1172	661.19
118	J-002	1110	626.21
119	J-102	1557	878.39
120	J-202	1557	878.39
121	J-302	1557	878.39
122	J-402	1519	856.95
123	J-003	1500	846.23
124	J-103	1529	862.60
125	J-203	1529	862.60
126	J-303	1529	862.60
127	J-403	1500	846.23
128	K-002	1332	751.46
129	K-102	1728	974.86
130	K-202	1728	974.86
131	K-302	1728	974.86
132	K-402	1703	960.76
133	K-003	1790	1009.84
134	K-103	1822	1027.89
135	K-203	1822	1027.89
136	K-303	1822	1027.89
137	K-403	1790	1009.84
138	K-004	1752	988.40
139	K-104	1781	1004.76
140	K-204	1781	1004.76
141	K-304	1781	1004.76
142	K-404	1752	988.40
		223922	126327.07

together with its proportionate car parking spaces.

For VARIN INFRA PROJECTS PVT. LTD.


DIRECTOR

IN WITNESS WHEREOF the parties have signed and executed this Agreement on the day, month and year first above written.

WITNESSES:

1.  ABUBAKER SIDDIQUE
#23rd MAIN ROAD,
VASANTH NAGAR
BANGALORE -52



(Nusrath Unisa)

FIRST PARTY

2. 
#209, 4th 'B' Cross.
3rd Block, H.R.B.R. Layout.
Kalyan Nagar, B' - 43.

For Varin Infra Projects Private Limited


(B.M. Karunesh)
Director
SECOND PARTY