

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

ಈ ದಸ್ತಾವೇಜು 38.....ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
ಒಂದಕ್ಕೊಮ್ಮೆ ಮಾತ್ರ ಬಳಸಬಹುದು. any document.

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ  
Date of execution

2015-2016  
ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.  
Total stamp duty paid Rs.

BK I 63/15-16

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT is made and executed on this the  
Ninth day of April Two Thousand Fifteen (09.04.2015) at Bangalore;

BY AND BETWEEN

MR. SYED SALEEM SHAH, aged about 54 years, S/o Mr. Syed Majeed Shah,  
residing at Redifice Ambrosia, Door No.30, Apt No.C-1, 3<sup>rd</sup> Floor, Millers Road  
Cross, Benson Town, Bangalore- 560046.

Hereinafter referred to as the 'OWNER'/ 'FIRST PARTY' (which expression  
wherever the context so requires or admits, shall mean and include his 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 of 1956, having its Registered Office at  
No.10, Vittal Mallya Road, Bangalore - 560001, represented by its Director  
Sri. B. M. Karunesh,

For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR

2 ನೇ ಪ್ರಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 63

2015-2016



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯಡಿ ನೋಂದಣಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Varin Infra Projects Private Ltd Rep by Its Director Sri. B.M. Karunesh. Rep by SPA  
Holder Chikka Swamy S.T. , ಇವರು 4780400.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ  
ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆಡರ್	4780400.00	P O No. 490234, Dt 09/4/2015 Indian Bank, Bangalore
ಒಟ್ಟು :	4780400.00	

ಸ್ಥಳ : ಬಿದರಹಳ್ಳಿ

ದಿನಾಂಕ : 09/04/2015

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಉಪ ನೋಂದಣಿ ಅಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC ,ACTS Pune.

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.

**WITNESSETH AS FOLLOWS:**

**WHEREAS**

1. The First Party herein is the absolute owner and is in peaceful possession and enjoyment of the undeveloped converted lands bearing old Sy.No.100, new Sy.No.100/3, measuring to an extent of 04 Acres, 05 ½ Guntas and 06 Guntas of Kharab land, old Sy.No.96, new Sy.No.96/1, measuring to an extent of 02 Acres, 27.25 Guntas and Sy.No.102, measuring to an extent of 06 Acres, 20 Guntas, totally measuring to an extent of 13 Acres, 12.75 Guntas and 06 Guntas of Kharab land, all situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which are morefully described in Item No.1, Item No.1 and Item No.3 of the schedule hereunder written and hereinafter referred to as Item No.1, Item No.2 and Item No.3 of the "Schedule Property".
2. Originally, the larger extent of land admeasuring 07 Acres, 02 Guntas and 06 Guntas of attached Kharab land in Sy.No.100 and 06 Acres 20 Guntas in Sy. No.102, both situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District was belonged to Mrs. Sajida Begum, W/o Sri. Syed Majid Shah, who has purchased the same along with her minor son Mr. Syed Faheem Shah, by way of below mentioned two registered Sale Deeds;
  - a) Sale Deed dated 26.04.1978, duly registered as Document No.252/1978-79, Book-I, Volume - 1538 at pages 151 to 156, registered at the office of the Sub-Registrar, Hoskote in respect of



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR



Print Date & Time : 09-04-2015 05:25:59 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 63

ಬಿದರಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 09-04-2015 ರಂದು 04:44:48 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	1400.00
	ಒಟ್ಟು :	151400.00

ಶ್ರೀ M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Karunesh, Rep by SPA Holder Chikka Swamy S.T. ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Karunesh, Rep by SPA Holder Chikka Swamy S.T.			

*Blow*  
 ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
 ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು  
 ಮುಖ್ಯದ್ದಾಗಿ

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Karunesh, Rep by SPA Holder Chikka Swamy S.T. (ಬರೆಸಿಕೊಡವರು)			
2	Mr. Syed Saleem Shah S/o Mr. Syed Majeed Shah (ಬರೆದುಕೊಡುವವರು)			

*Blow*  
 ಸಹಿ ರಜಿಸ್ಟ್ರಾರ್  
 ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
 ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು

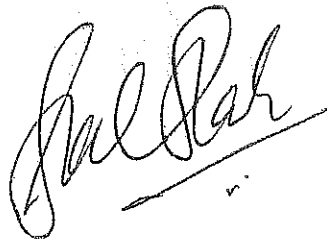
5 ಸಿ.ನೀ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 63

2015-2016

Sy.No.100, admeasuring 07 Acres 02 Guntas and 06 Guntas of Kharab land and the name of Mrs. Sajida Begum has been entered in all the revenue records as owner and khatedar of the same as per the entries made in M.R.No.3/1978-79;

Sale Deed dated 26.04.1978, duly registered as Document No.253/1978-79, Book-I, Volume - 1539 at pages 105 to 110, registered at the office of the Sub-Registrar, Hoskote in respect of Sy.No.102, admeasuring 06 Acres 20 Guntas land and the name of Mrs. Sajida Begum has been entered in all the revenue records as owner and khatedar of the same as per the entries made in M.R.No.5/1978-79;

3. The larger extent of land admeasuring 12 Acres 18 Guntas and 12 Guntas of Kharab land in Sy.No.96, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District was belonged to Mrs. Sajida Begum, W/o Sri. Syed Majid Shah, who has purchased the same along with her minor son Mr. Syed Saleem Shah, by way of registered Sale Deed dated 26.04.1978, duly registered as Document No.251/1978-79, Volume - 1538, as pages 145 to 150, registered at the office of the Sub-Registrar Hoskote and the name of Mrs. Sajida Begum has been entered in all the revenue records as owner and khatedar of the same as per the entries made in M.R.No.1/1978-79.
4. Subsequently, the said Mrs. Sajida Begum, her husband, children and other family members have entered into registered Family Arrangement as per Shariah, dated 28.03.2013, in respect of all the properties owned and possessed by them including aforesaid lands bearing Sy.Nos.100, 96 and 102 of Chikkagubbi Village, which has been duly registered as Document No.17/2013-14, Book-I, stored in CD



For VARIN INFRA PROJECTS PVT. LTD.



  
DIRECTOR

6 ನೇ ಪುಸ್ತಕ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 63  
2015-2016

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Lina Alam No 209, 4th B Cross, 3rd Block, HRBR Layout, Bangalore-43	<i>Lina Alam</i>
2	M. Masroor Alam No 103, Sadath Court, No 5 & 6, Magrath Road, Bangalore-25	<i>M. Masroor Alam</i>

*Bleow*  
ಸಹಿ ರಚಿಸಿದವರು  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು

<p style="text-align: center;"> 1 ನೇ ಪುಸ್ತಕ ದಸ್ತಾವೇಜು ನಂಬರ BDH-1-00063-2015-16 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ BDHD119 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 09-04-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: center;"><i>Bleow</i> ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಬಿದರಹಳ್ಳಿ)</p>	
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Designed and Developed by C-DAC, ACTS, Pune

ಭಿಕರ್ಣ. ಎಸ್. ಚೌಧರಿ  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು

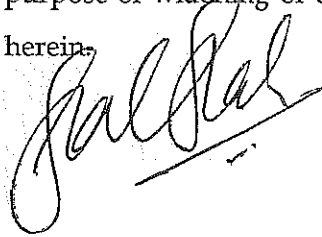
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2013/2014

No.INRD63, registered at the office of the Senior Sub-Registrar, Indiranagar, Bangalore. In the aforesaid family arrangement, the portion of the admeasuring 04 Acres, 07 Guntas and 07 Guntas of Kharab land in Sy.No.100, the land admeasuring 02 Acres, 29 Guntas in Sy.No.96 and the land admeasuring 06 Acres, 20 Guntas of Chikkagubbi Village along with other lands of Chikkabbi Village, i.e. portion of the land admeasuring 03 Acres 36 Guntas and 05 Guntas of Kharab land in Sy.No.101 have been allotted to the share of Mr. Syed Saleem Shah, the First Party No.1 herein, towards his share and his name has been entered in all the revenue records as owner and khatedar of the same vide M.R. No. H 1 /2013-14.

5. Subsequently, the First Party herein has entered into Memorandum of Understanding dated 12.09.2013, for Joint Development of his lands of Chikkagubbi Village with the Second Party herein i.e. portion of the land admeasuring 02 Acres, 27.25 Guntas in Sy.No.96, portion of the land admeasuring 04 Acres, 4.50 Guntas and 06 Guntas of attached Kharab land in Sy.No.100, portion of the land admeasuring 03 Acres, 34.25 Guntas in Sy.No.101 and the land admeasuring 06 Acres, 20 Guntas in Sy.No.102. In the said MoU dated 12.09.2013, the First Party herein has also agreed to sell portion of the land admeasuring 1.75 Guntas in Sy.No.96, portion of the land admeasuring 1.50 Guntas in Sy.No.100 and the land admeasuring 1.75 Guntas in Sy.No.101, for the purpose of widening of existing road by the Second Party/Developer herein.

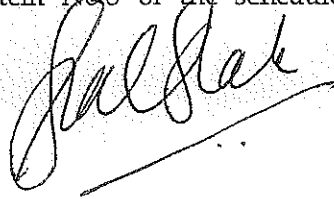


For VARIN INFRA PROJECTS PVT. LTD.


  
DIRECTOR



6. The First Party herein has secured conversion of the land admeasuring 04 Acres, 05.50 Guntas in Sy.No.100, the land admeasuring 02 Acres, 27.25 Guntas in Sy.No.96 and the land admeasuring 06 Acres, 20 Guntas in Sy.No.102, all situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District which are morefully described in Item No.1, Item No.2 and Item No.3 of the schedule hereunder written and hereinafter referred to as Item No.1, Item No.2 and Item No.3 of the Schedule Property, from agricultural to non-agricultural residential purpose and from the office of Deputy Commissioner, Bangalore District, vide its conversion orders bearing No. ALN (EBB) SR/147/2013-14, No.ALN (EBB) SR/144/2013-14 and No. ALN (EBB) SR/145/2013-14, all dated 19.12.2013.
7. Subsequently, Sy.No.100 and 96 have been phoded and assigned sub numbers, wherein, Item No.1 and 2 of the Schedule Property hereunder written have been assigned as Sy.No.100/3 and Sy.No.96/1 respectively.
8. The First Party/Owner herein does not have sufficient experience in developing the aforesaid undeveloped converted properties and as per the terms of MoU dated 12.09.2013, having decided to develop Item No.1 and 2 the Schedule Property hereunder written has proposed to the Second Party/Developer herein for development of the converted properties bearing Sy.No.100/3, admeasuring 04 Acres, 05 ½ Guntas and 06 Guntas of attached Kharab land, Sy.No.96/1, admeasuring 02 Acres 27.25 Guntas and Sy.No.102, admeasuring 06 Acres, 20 Guntas, totally measuring to an extent of 13 Acres 12.75 Guntas and 06 Guntas of Kharab land, which are morefully described in Item No.1, Item No.2 and Item No.3 of the schedule hereunder written and hereinafter



For VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR

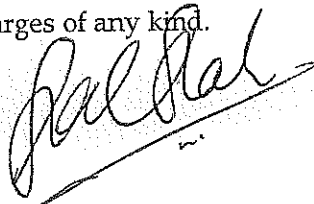


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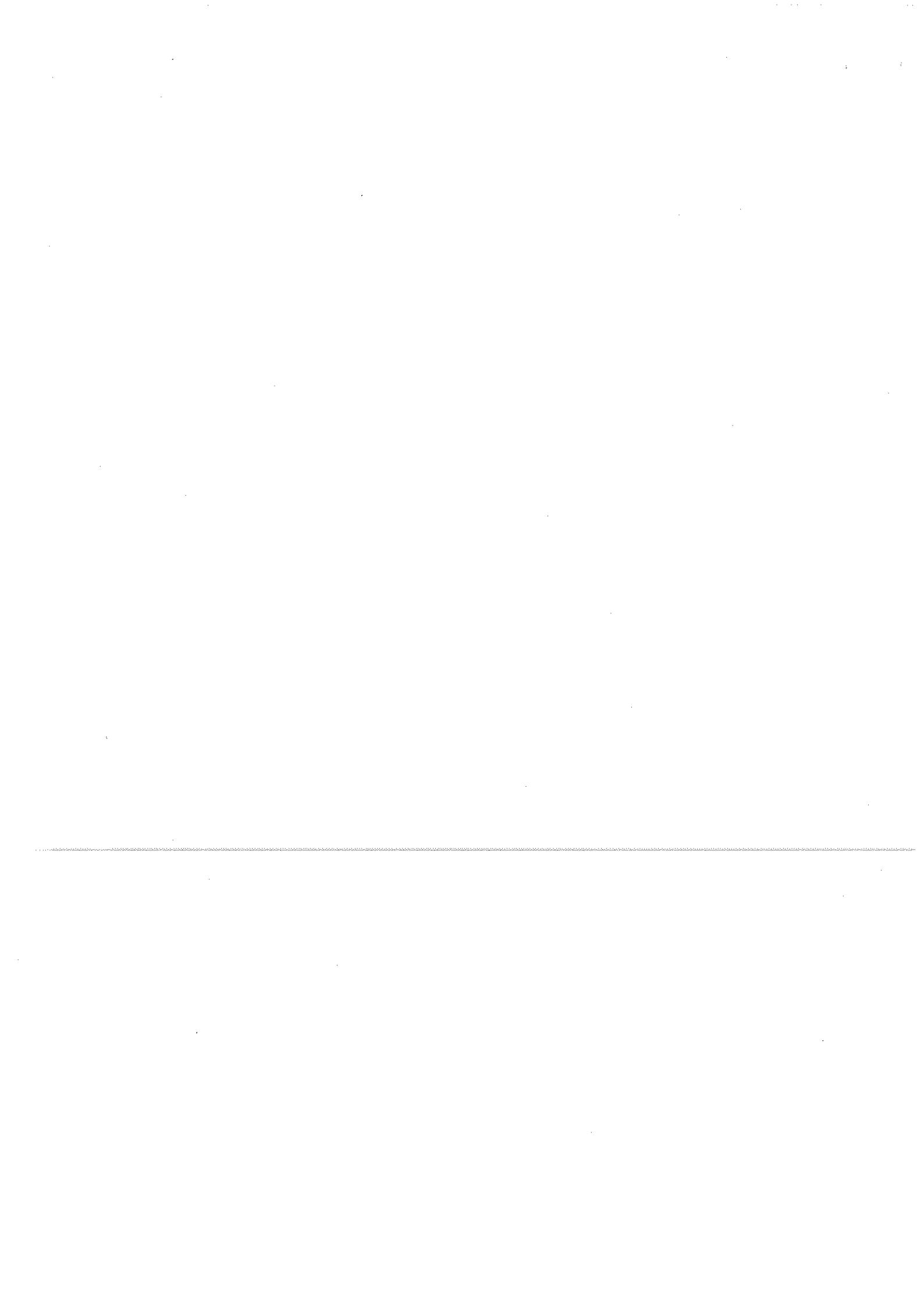
referred to as Item No.1, Item No.2 and Item No.3 of the "Schedule Property", into residential villas project and the Second Party herein has accepted the said proposal and agreed to develop Item No.1, Item No.2 and Item No.3 of the Schedule Property jointly by constructing residential villas. ~~XXXXXXXXXX~~

9. The First Party and the Second Party/Developer herein have entered into this Agreement for the aforesaid purpose of developing Item Nos.1 to 3 of the Schedule Property by constructing residential villas, as per the terms and conditions mutually discussed and agreed upon. In view of the same, the First Party is entitled to 35% of the developed plot area and proportionate built area along with the villas to be built thereon in the Schedule Property which is hereinafter referred to as "Owner's Share" and the Developer is entitled for the balance developed plot area of 65% and proportionate built area along with the villas to be built thereon in the Schedule Property which is hereinafter referred to as "Developer's Share".
10. The First Party/Owner being the owner of Item Nos.1 to 3 of the Schedule Property has decided to jointly develop the same by constructing residential villas, in Item Nos.1 to 3 of the Schedule Property by making the following representations:
- That the First Party/Owner herein is the absolute owner of Item Nos.1 to 3 of the Schedule Property and his title is good, marketable and subsisting and none else other than the Owner herein has the right, title, interest or share therein.
  - Item Nos.1 to 3 of the Schedule Property are not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind.



For VARIN INFRA PROJECTS PVT. LTD.

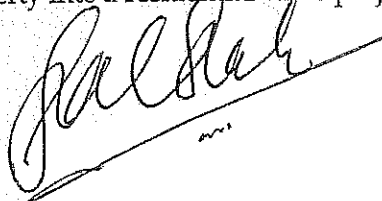
  
DIRECTOR



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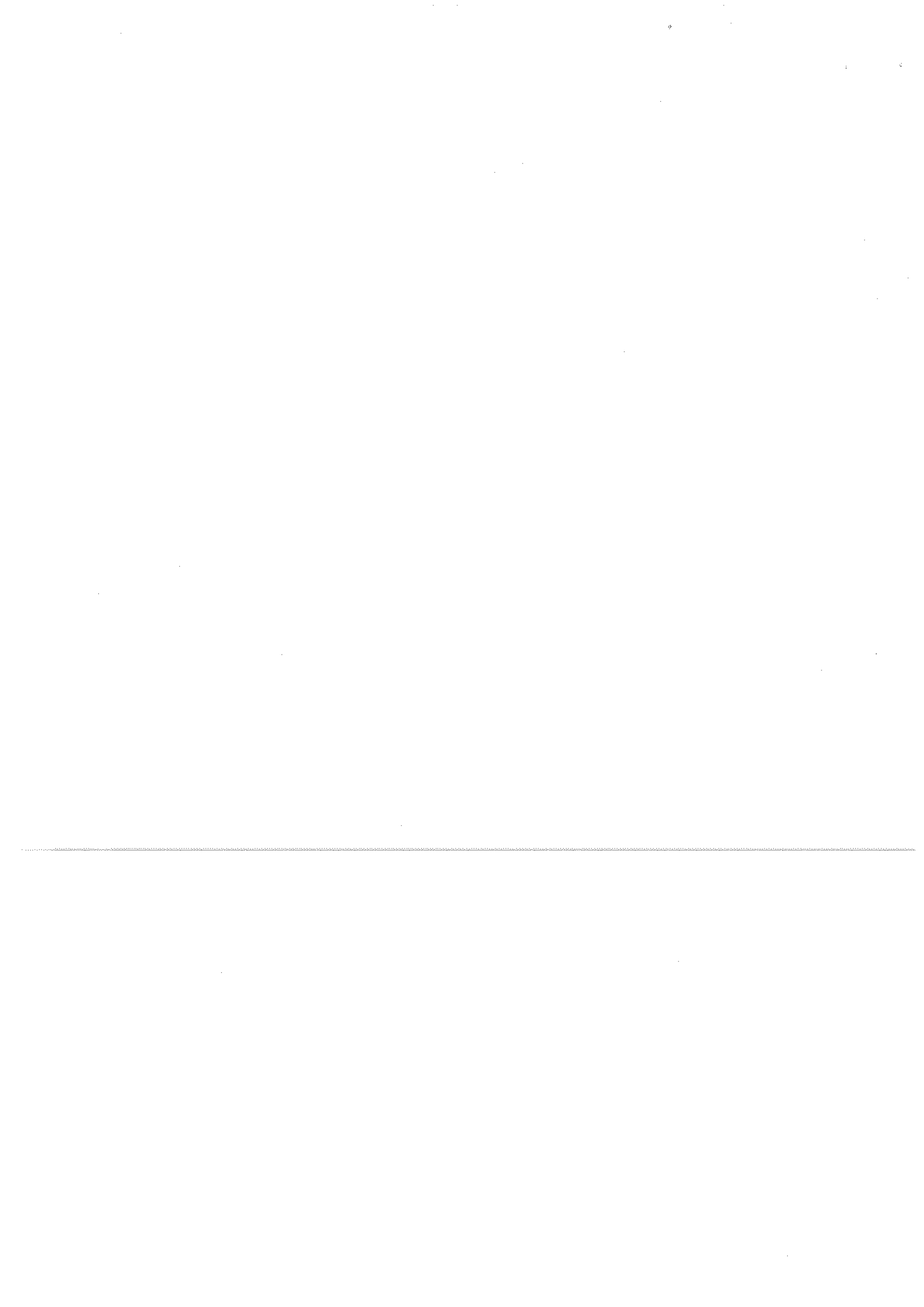
2015-2016

- c. That there is no tenancy claims in regard to Item Nos.1 to 3 of 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 Item Nos.1 to 3 of the Schedule Property with any one else.
- e. That the First Party/Owner herein is in peaceful possession and enjoyment of Item Nos.1 to 3 of the Schedule Property.
- f. That there are no tax attachments with regards to Item Nos.1 to 3 of the Schedule Property or any part thereof under the Income Tax Act, 1961 or any other state or central taxing statutes.
- g. That Item Nos.1 to 3 of the Schedule Property are 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 Item Nos.1 to 3 of the Schedule Property.
- h. that the First Party has paid the land revenue, taxes, cesses and other statutory charges with regard to Item Nos.1 to 3 of the Schedule Property
- i. That there are no impediments for the First Party/Owner to acquire or hold or sell Item Nos.1 to 3 of the Schedule Property under any law.
11. The First Party/Owner herein as per the terms of MoU dated 12.09.2013, has come forward to execute this Agreement in favour of the Developer herein for development of Item Nos.1 to 3 of the Schedule Property into a residential villas project.



For VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR



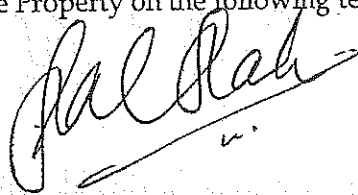
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2015-2016

12. As per the MoU dated 12.09.2013, the First Party herein has agreed to provide an extent of land admeasuring 3 Acres 34.25 Guntas for joint development and has also agreed to sell remaining extent of land admeasuring 1.75 Guntas out of 03 Acres, 36 Guntas in Old Sy.No.101 ~~new Sy.No.101/3~~ to the Second Party herein, in view of the ~~same~~ First Party/Owner herein has now agreed and undertakes that, immediately after securing conversion of the land admeasuring 03 Acres 36 Guntas in 101/3, he shall execute and register a separate Joint Development Agreement and GPA in favour of the Second Party/Developer herein for an extent of 01 Acre, 34.25 Guntas and 05 Guntas of Kharab land out of 03 Acres 36 Guntas and 05 Guntas of Kharab land, instead of 03 Acres, 34.25 Guntas as agreed under the aforesaid MoU dated 12.09.2013 and shall also execute the sale deed for 01.75 Guntas in favour of the Second Party herein by retaining the remaining extent of land admeasuring 02 Acres.
13. Based on the aforesaid representations and mutual understandings, the Parties, after mutual discussions, have finalized the terms of development of Item Nos.1 to 3 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 Agreement, the Parties hereby agrees to jointly develop and construct the residential villas in Item Nos.1 to 3 the Schedule Property on the following terms:



For VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR



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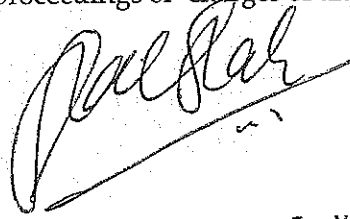
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1. SCHEME:

The First Party/Owner herein has approved the scheme formulated by the Second Party/Developer where under every person purchasing specified share of plot/undivided interest in Item Nos.1 to 3 of the Schedule Property shall be entitled to get constructed through the Second Party/Developer, residential villa/s, to be constructed on the Schedule Property in terms of the approved sanctioned plan in relation to the development of Item Nos.1 to 3 of the Schedule Property which is to be obtained by the Developer in terms of this Agreement.

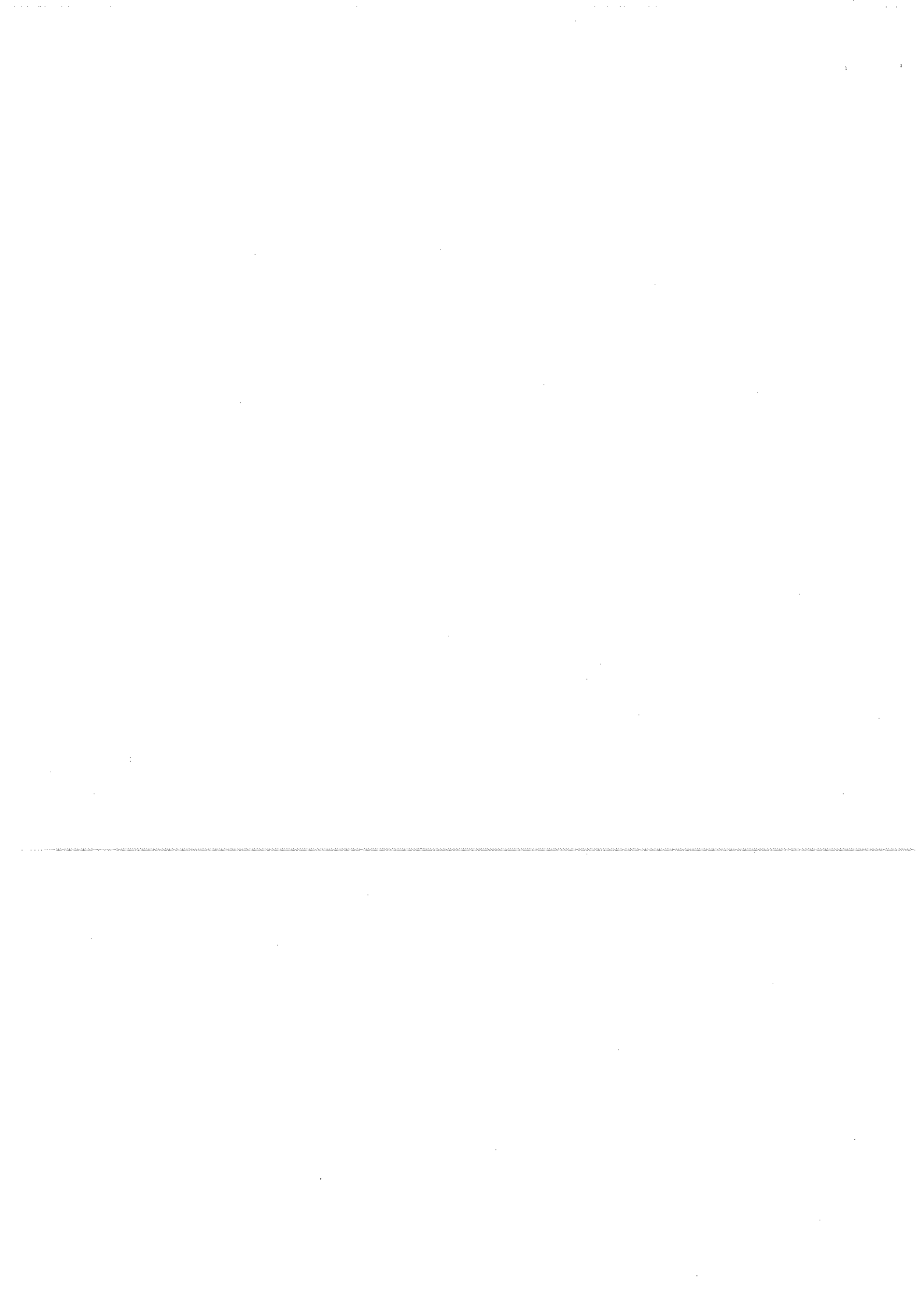
2. TITLE:

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 he has marketable and subsisting title to Item Nos.1 to 3 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 developed villa/s along with its developed plot/s/ developed site/s/undivided share, title and interest in the land for acquiring a valid title and that no one else has any right, title, interest or share in Item Nos.1 to 3 of 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.



For VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR



13. 63  
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3. PERMISSION / LICENSE FOR DEVELOPMENT:

The First Party/Owner, subject to the terms of this Agreement, hereby irrevocably authorize and permit the Developer to enter upon Item Nos.1 to 3 of the Schedule Property and to develop the same by constructing residential villa/s in accordance with the plans sanctioned by the appropriate authority/ies. The Developer shall be incurring the expenditure for putting up constructions, obtaining sanctioned plans, license etc., and has to recover all the expenditure by selling/leasing/licensing the constructed villas in Item Nos.1 to 3 of the Schedule Property falling to its share as per the terms hereof. The First Party shall not revoke the permission so granted under this Agreement till the completion of the project, provided however that, nothing herein contained shall be construed as delivery of possession in part performance of any Agreement of Sale under Section 53-A of the Transfer of Property Act 1908 or Sec. 2 (47) (v) of the Income Tax 1961.

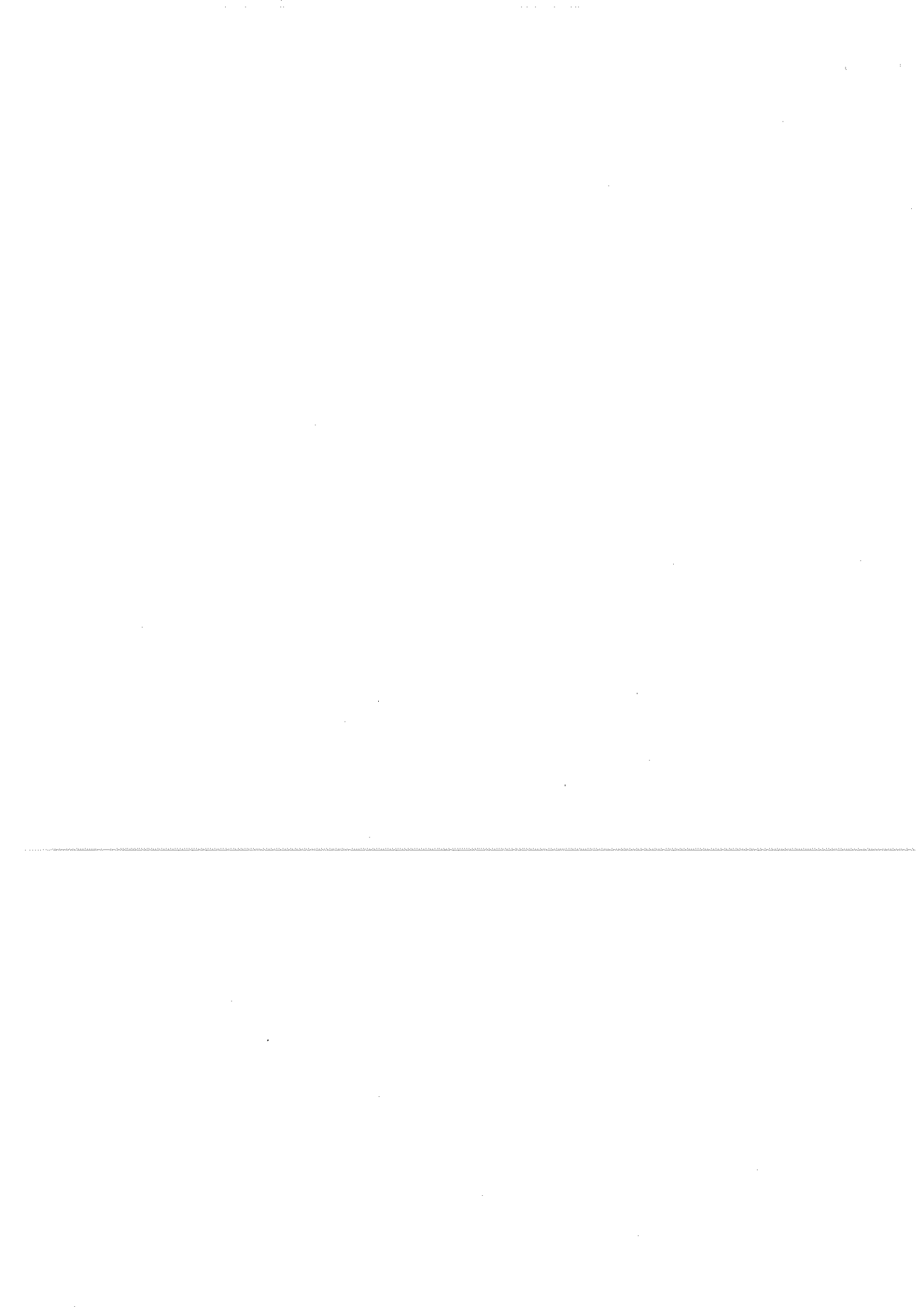
4. PLANS:

The First Party/Owner hereby authorize, and the Second Party/Developer herein hereby agrees to prepare, in consultation with the First Party/Owner, the necessary plans/drawings/designs for construction of residential villa/s and submit the same to the Bangalore Development Authority, Bruhath Bangalore Mahanagara Palike (BBMP), Town Planning Authority or any other appropriate authority for sanction of license and plans for the proposed construction of residential villas and all the expenses incurred in that behalf shall be borne solely by the Developer. The First Party/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



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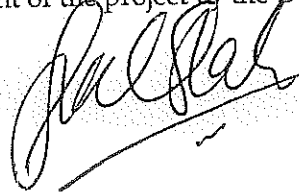
  
DIRECTOR



to obtain the aforesaid sanctions, approvals or permissions. The First Party/Owner herein shall also execute an irrevocable Power of Attorney in favour of the Developer, authorizing it to do the aforesaid acts. All the expenses that may be incurred by the Developer in respect of the aforesaid matters shall be borne solely by the Developer. The Developer shall regularly furnish copies of all the approvals, sanctions, permissions and licenses obtained in relation to development of Item Nos.1 to 3 of the Schedule Property to the First Party/Owner.

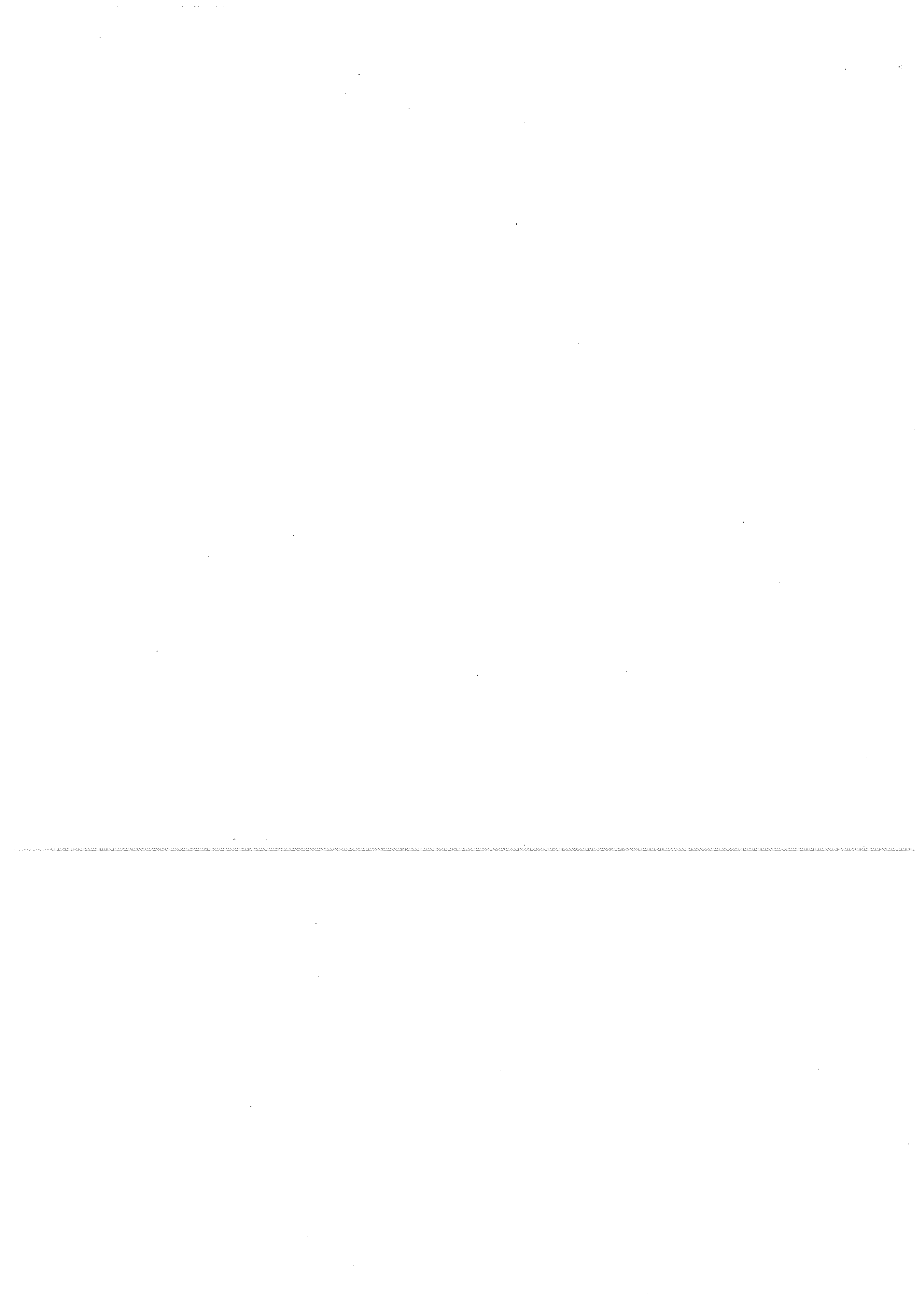
5. CONSTRUCTION:

- 5.1 The Second Party/Developer herein shall construct villas in Item Nos.1 to 3 of the Schedule Property as per the approved sanctioned plan along with civic amenities, electricity and bore wells and others facilities. The development work shall be in accordance with the specifications attached hereto as ANNEXURE-1.
- 5.2 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.



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5.3 The Second Party/Developer shall be entitled to make additions, 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.

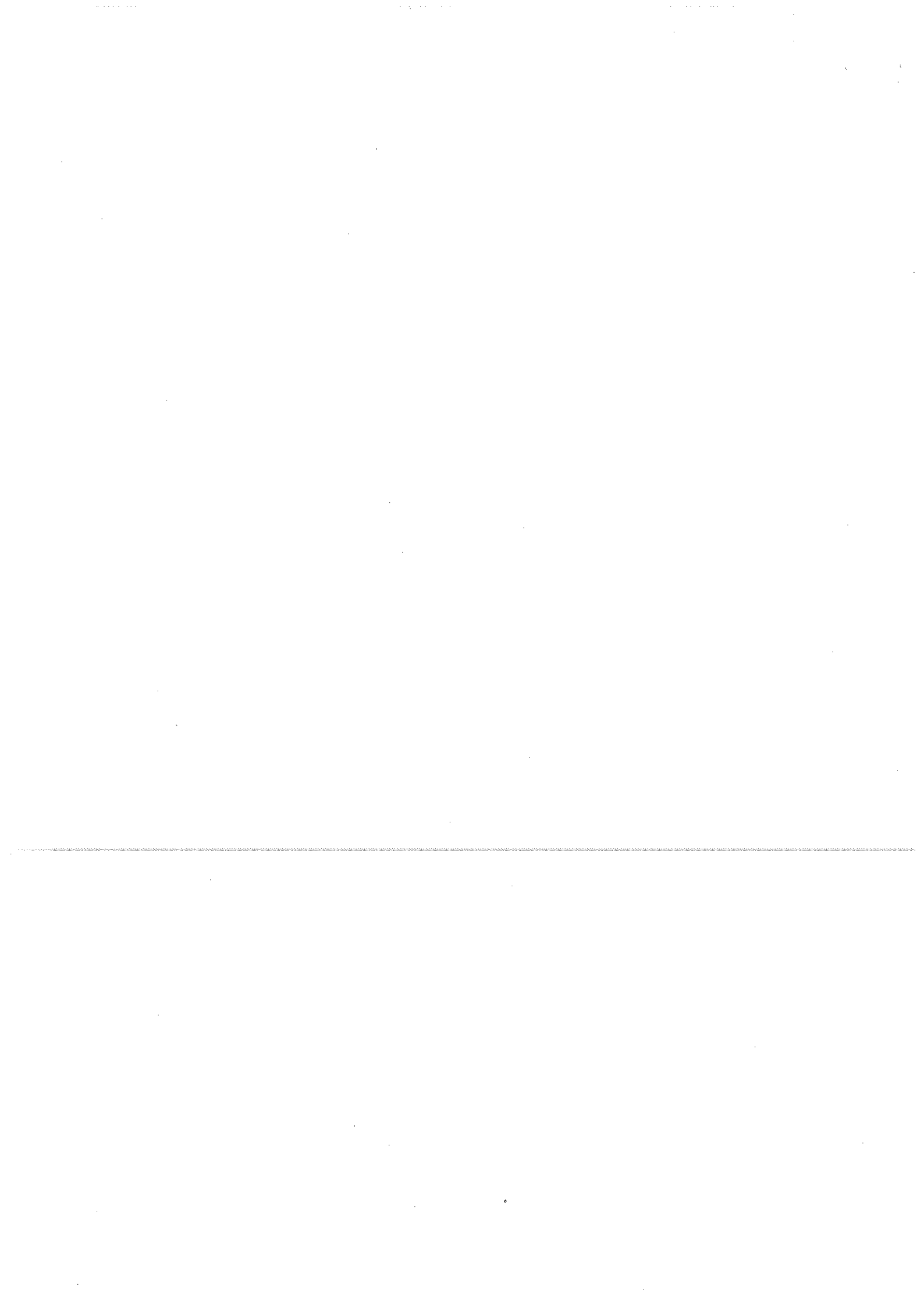
**6. SHARING OF DEVELOPED AREA AND BUILT UP AREA:**

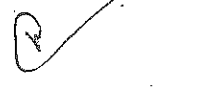
6.1 In consideration of the First Party/Owner agreeing to transfer 65% of developed plot area/developed site/s and/or divided/undivided interest in Item Nos.1 to 3 of the Schedule Property along with villas to be built thereon and proportionate share of common areas in Item Nos.1 to 3 of the Schedule Property, in favour of the Developer as per the terms hereof (herein after referred to as the "Developer's Area"), the Developer herein has agreed to transfer 35% of developed plot area/developed site/s/divided/undivided interest in Item Nos.1 to 3 of the Schedule Property along with villas to be built thereon for the absolute use and/or benefit and ownership of the First Party/Owner herein (hereinafter referred to as the "Owner's Area"). After sanction of necessary plans by the concerned authorities, the First Party/Owner and the Second Party/Developer shall by mutual discussions and negotiations, demarcate their respective share/s of villas in Item Nos.1 to 3 of the Schedule Property.

6.2 In consideration of the Second Party/Developer agreeing to deliver to the First Party/Owner, the Owner's developed plot area and villas to be constructed thereon as per Clause 6.1 above, the First Party /Owner hereby agrees to transfer/convey the Developer's share of 65% of the developed plot area/developed site/s/divided/undivided interest in Item Nos.1 to 3 of the Schedule Property along with villas to be built thereon and proportionate share of common areas in Item Nos.1 to 3 of

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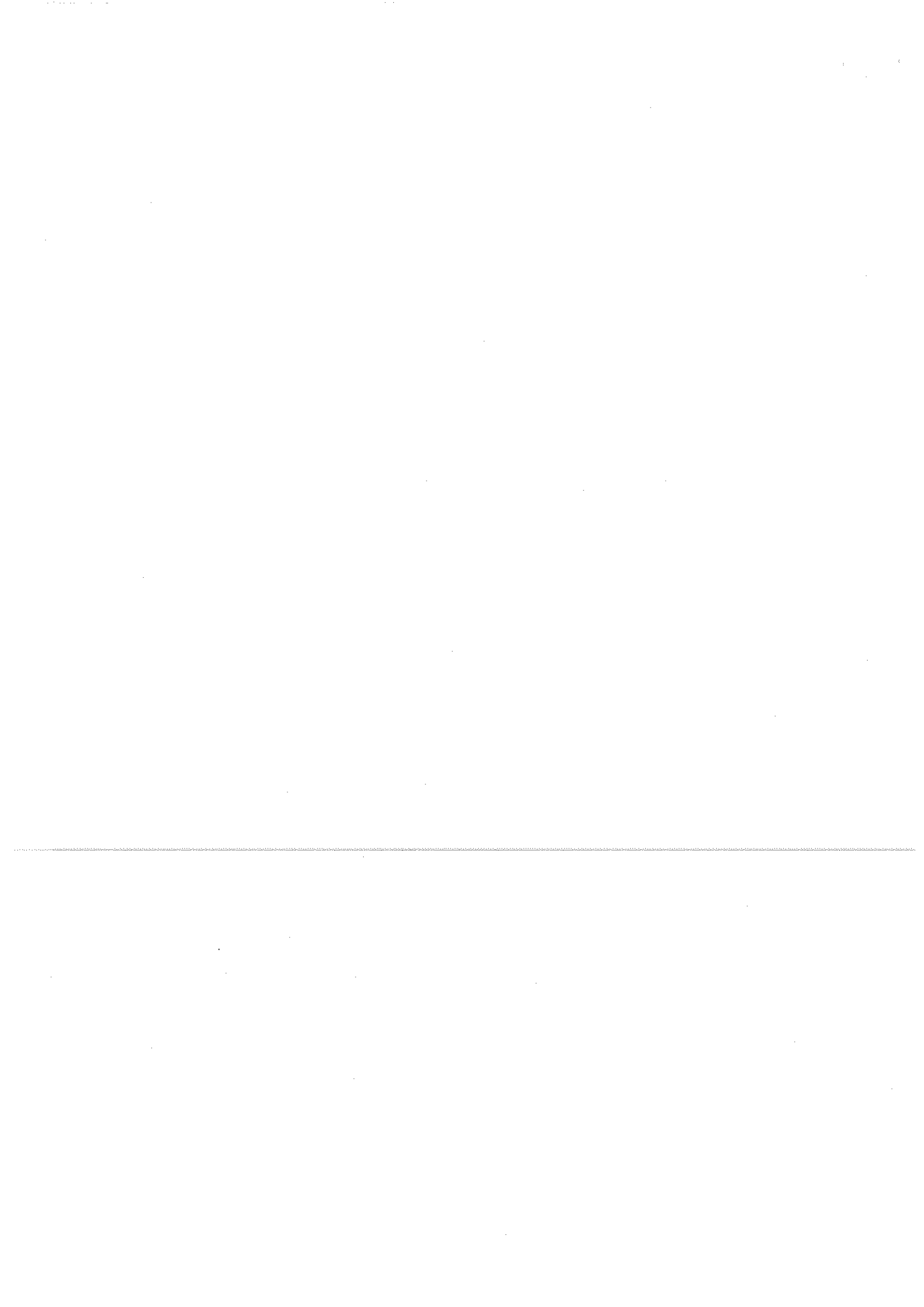
the Schedule Property to the Developer or its nominee/s or prospective buyers to be identified by the Developer or to its nominee/s. The Developer's Area shall be identified and earmarked separately, which shall be kept aside without the First Party/Owner having any share in the undivided right, title, interest and ownership in the Developers share.

6.3 The Owner's Area shall be the absolute property of the First Party/Owner and they shall be entitled to sell, lease or otherwise dispose off the same or any part thereof in any manner, in Item Nos.1 to 3 of the Schedule Property and he shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there from.

6.4 The Second Party/Developer shall be entitled to 65% of the developed plot area/developed site/s/divided/undivided interest in Item Nos.1 to 3 of the Schedule Property along with villas to be built thereon and proportionate share of common areas in Item Nos.1 to 3 of the Schedule Property, as falling to the share of the Second Party/Developer as per the terms hereof. The Developer shall be entitled to hold or to sell, lease or otherwise dispose off its share of Developer's Area in Item Nos.1 to 3 of the Schedule Property, in any manner as it may deem fit and it shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising there from.

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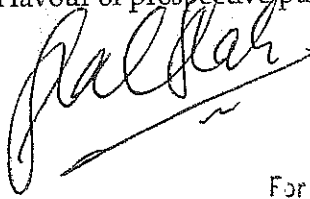
7. COST OF CONSTRUCTION OF VILLAS:

7.1 The entire cost of construction of the villas (and other required structures) in Item Nos.1 to 3 of the Schedule Property shall be borne by the Developer. The First Party/Owner herein shall not be required to contribute any amount for the construction of the villas and the development of Item Nos.1 to 3 of the Schedule Property as per the sanctioned plan and the specifications.

7.2 The entire cost of the construction of the villas of the Owner's Area shall be adjusted by the Developer from the sale proceeds of the Developer's share developed plot area /developed site/s/divided/undivided interest in Item Nos.1 to 3 of the Schedule Property, for which the Developer is authorized to receive and the same shall be adjusted towards the cost of construction of the villa/s falling to the Owner's share and the Developer shall handover the Owner's Area to the Owner.

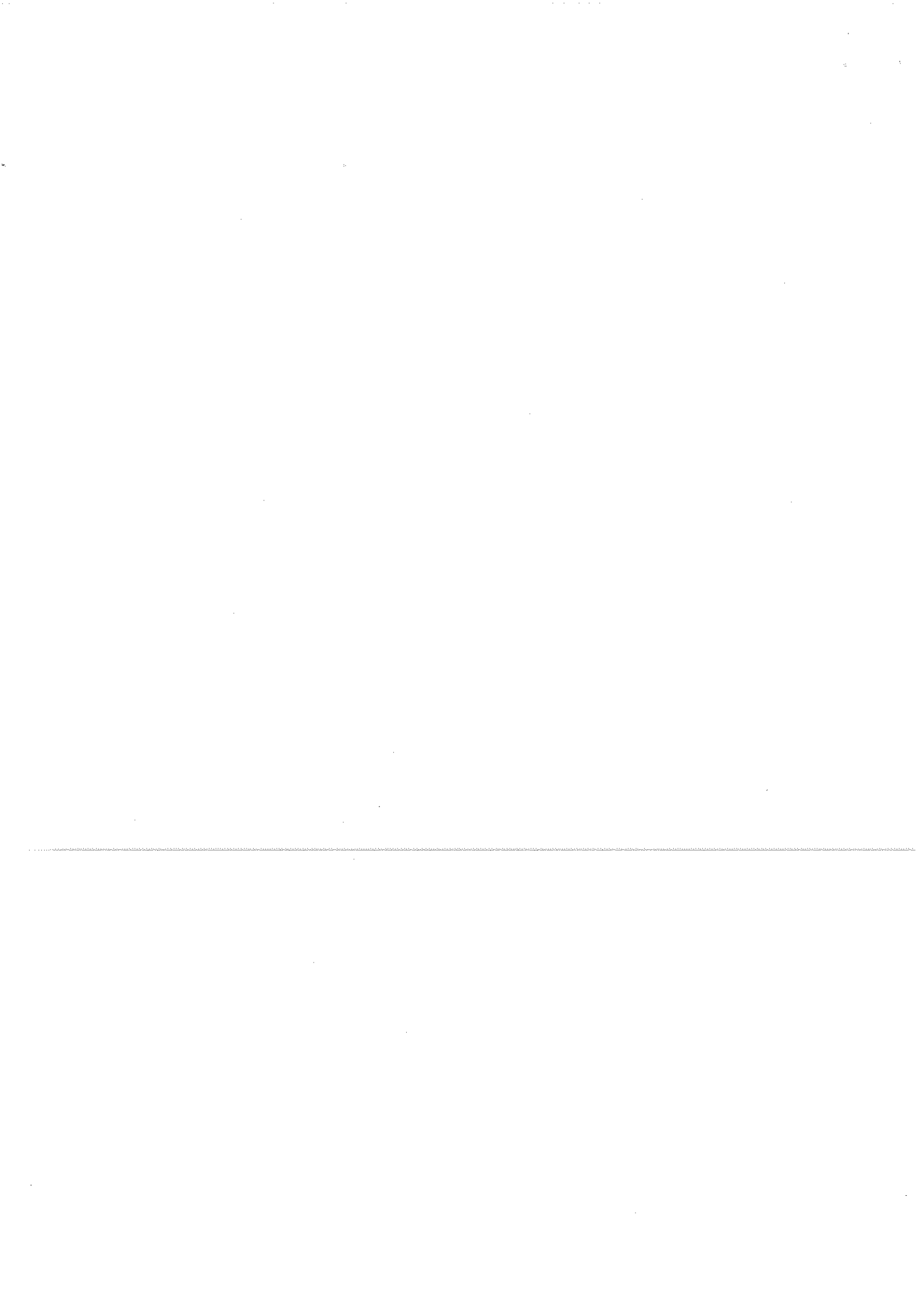
8. CONVEYANCE OF DEVELOPED PLOT AREA:

The Owner/ First Party hereby agrees and confirms that he shall convey to the Developer or its nominee/s or prospective buyers of villa/s along with its respective plot/s/developed site/s/divided/undivided interest in Item Nos.1 to 3 of the Schedule Property or part thereof falling to the share of the Developer or its nominee/s or in favour of prospective purchaser/s.



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9. REFUNDABLE SECURITY DEPOSIT:

The Developer has this day paid a sum of Rs.1,00,00,000/- (Rupees One Crore Only) to the First Party/Owner herein, towards interest free refundable security deposit by way of cheque bearing 839142, dated 20.01.2014, drawn on Indian Bank, Richmond Circle Branch, Bangalore;

The First Party hereby acknowledges having received the aforesaid sum.

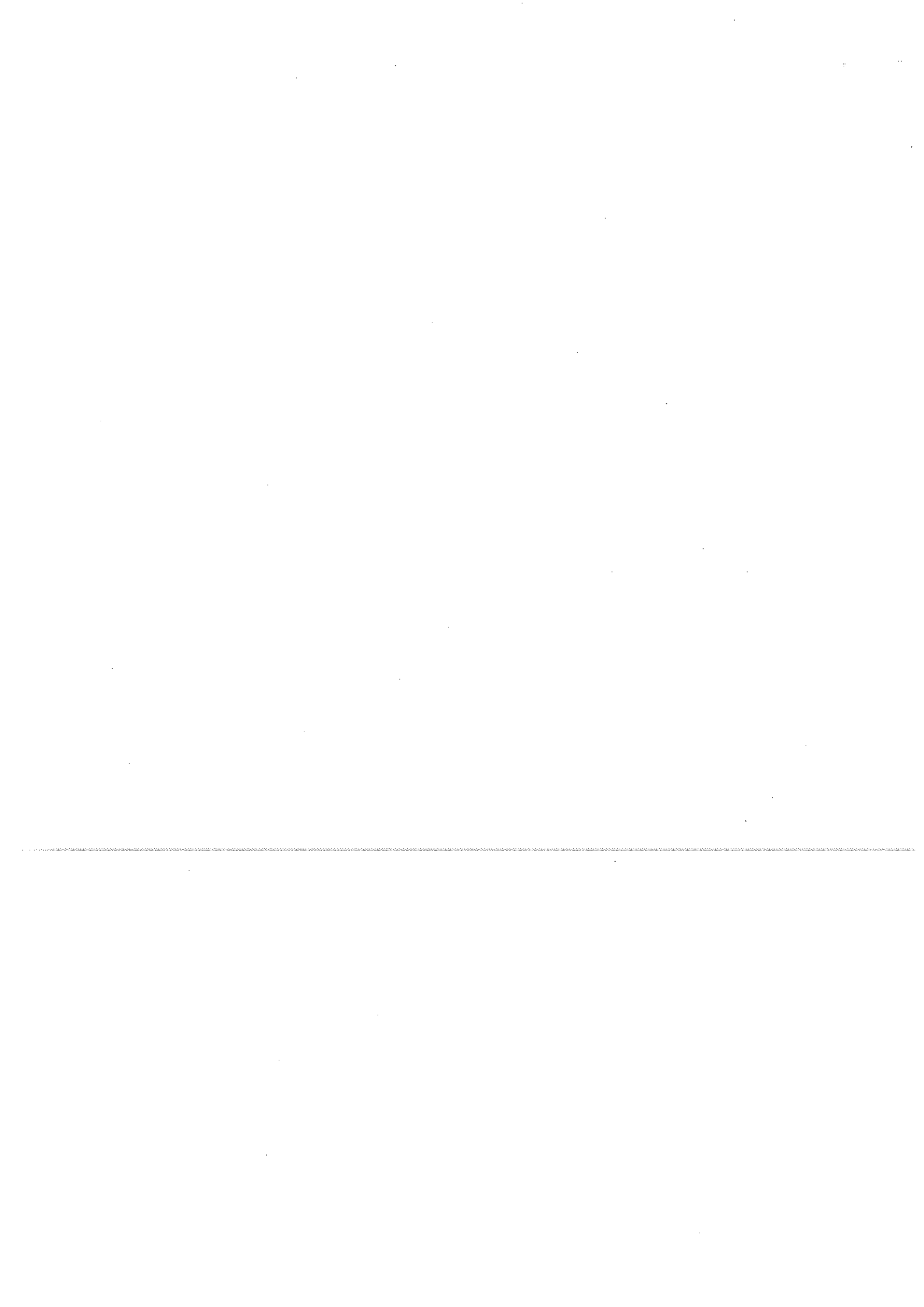
The interest free refundable security deposit paid in terms of this Clause 9 shall be refundable by the Owner simultaneously upon handing over of possession to the Owner by the Developer of the entire Owner's Area completed as per the terms hereof.

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

- 10.1 The Second Party shall prepare the necessary Plans/ Drawing/Design for the layout/development plan approval and construction of residential villas of First Phase on Item No.1 the Schedule Property and submit the same to the concerned Authority for layout/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 Second Party. The Second Party shall launch the project within a period of 15 (Fifteen) months from the date of execution and registration of Joint Development Agreement, hereinafter referred to as "Project Commencement Date" for Phase -I Villas project in Item No.1 of the Schedule Property .

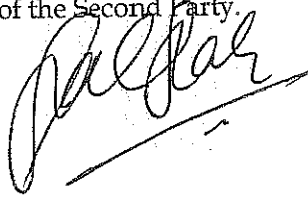
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10.2 The Second Party shall commence and complete the work of the formation of the residential Villa layout and construction of the villas of First Phase falling to the First Party share in Item No.1 of the Schedule Property within a period of 24 months from the date of launch of the project/Project Commencement Date (as detailed in para 10.1 above) with a grace period of 3 months thereon.

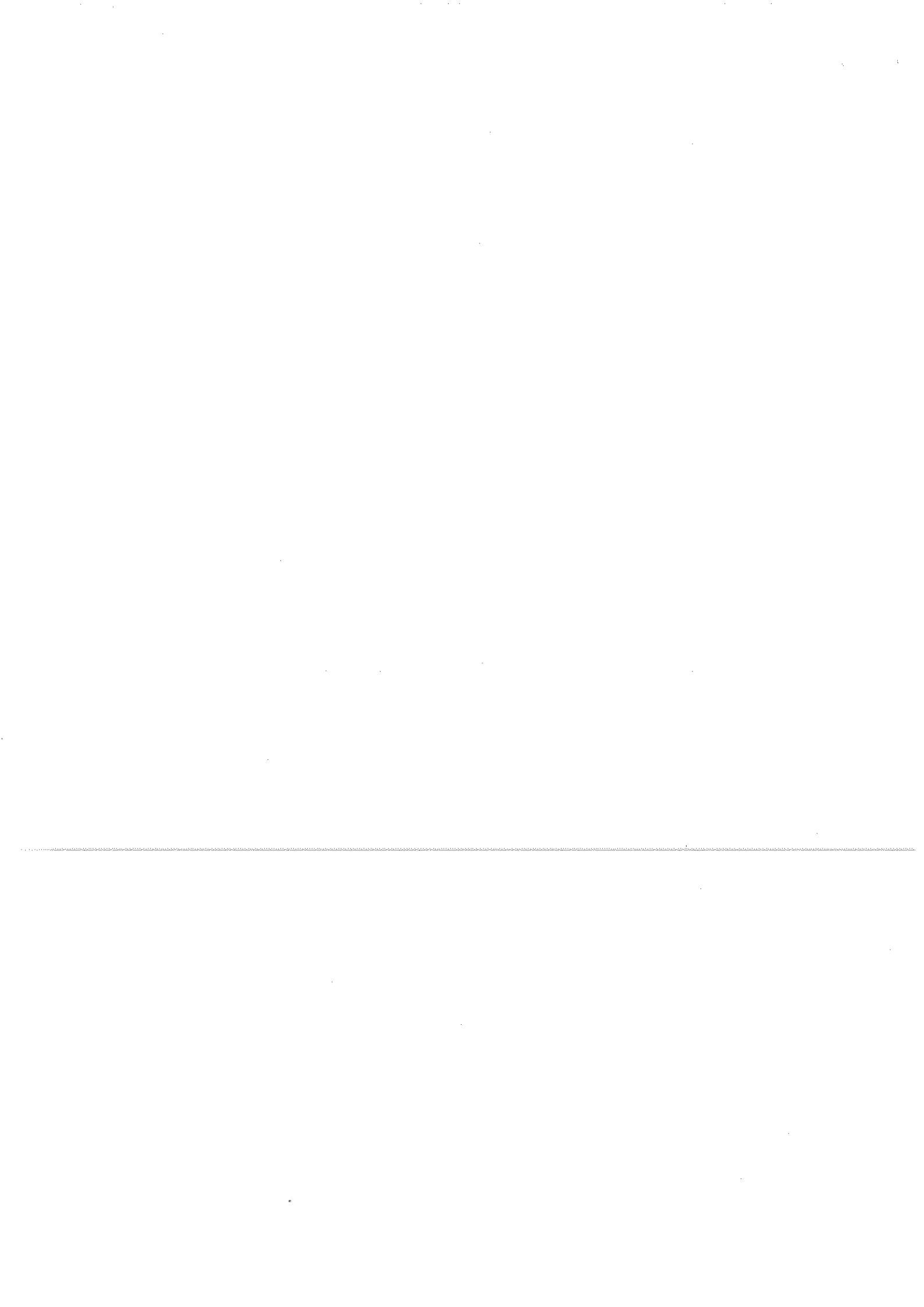
10.3 As per the present Master Plan of BDA, there is a proposed 100 Meter wide road which is passing through Item No.2 and 3 of the Schedule and in view of the same the Second Phase of residential Villas project in Item No.2 and 3 of the Schedule Property cannot be commenced immediately upon execution and registration of this Agreement and hence after removal/cancellation/deletion of 100 Meter wide road by the BDA, the Second Phase of residential Villas project shall be launched within 10 months after the cancellation and deletion of proposed 100 meter wide road by the BDA and the same is hereinafter referred to as "Project Commencement Date" for Phase -II Villas project in Item No.2 and 3 of the Schedule Property and thereafter it shall prepare the necessary Plans/ Drawing/Design for the layout/development plan approval and construction of residential villas of Second Phase on Item No.2 and 3 of the Schedule Property and submit the same to the concerned Authority for layout/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 Second Party.



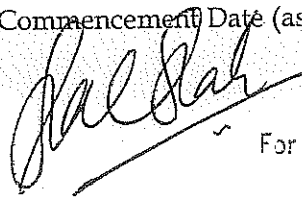
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- 10.4 The Second Party shall commence and complete the work of formation of the residential Villa layout and construction of the villas of Second Phase falling to the First Party share in Item No.2 and 3 of the Schedule Property within a period of 24 months from the date of launch of the project/Project Commencement Date (as detailed in para 10.1 above) with a grace period of 3 months thereon.
- 10.5 The First Party hereby agree not to interfere or interrupt in the course of development of Item Nos.1 to 3 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 Second Party;
- 10.6 The Second Party 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 Second Party) or conditions of force majeure. In any of the aforesaid events, which are beyond the control of the Second Party, the Second Party shall be entitled to corresponding extension of time, for delivery of the said Owner's Constructed Area.
- 10.7 In the event of any delay deliberately caused by the Second Party in delivery after a period 24 months with a grace period of 3 months, i.e. 27 months from the date of launch of the villa project/Project Commencement Date in Item No.1 of the Schedule Property of Phase I, then in such an event, the Second Party 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 32 months from the date of launch of Villa project/Project Commencement Date (as detailed in para 10.1 above) in



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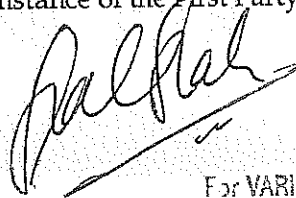


Item No.1 of the Schedule Property, then in such an event, the Second Party shall pay to the First Party a sum of Rs.4.75,000/- (Rupees Four Lakhs Seventy Five Thousand Only) per acre per month till the date of completion of villa project.

- 10.8 In the event of any delay deliberately caused by the Second Party in delivery after a period 24 months with a grace period of 3 months, i.e. 27 months from the date of launch of the villa project/Project Commencement Date in Item No. 2 and 3 of the Schedule Property of Phase II, then in such an event, the Second Party 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 32 months from the date of launch of Villa project/Project Commencement Date (as detailed in para 10.3 above) in Item No.2 of the Schedule Property, then in such an event, the Second Party shall pay to the 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 villa project in Item No.2 and 3 of the Schedule Property.

11. INDEMNITY:

- 11.1 The First Party shall keep the Second Party fully indemnified and harmless, against any loss or liability, cost or claim, action or proceedings that may arise against the Second Party or Item Nos.1 to 3 of the Schedule Property on account of any defect in or want of title on the part of the First Party or his predecessors-in-title on account of any delay caused at the instance of the First Party/Owner;



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11.2 The First Party/Owner assures the Developer that there is no impediment in any law, rule or regulations for the formation of the Residential Villas in Item Nos.1 to 3 of the Schedule Property

12. TRANSFER OF DEVELOPER'S SHARE:

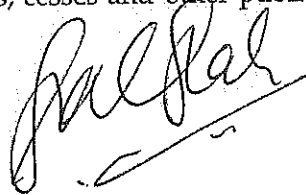
12.1 The First Party/Owner shall convey/transfer the Developer's share in Item Nos.1 to 3 of the Schedule Property to the Developer or its nominee/s or person/s identified by the Developer.

12.2 The Developer shall be entitled to enter into Agreements for sale in respect of the Developer's share in Item Nos.1 to 3 of the Schedule Property and receive the sale consideration therefor.


12.3 The stamp duty, registration charges and expenses in connection with the preparation and execution of the deed/s of conveyance and/or other documents relating to the Developer's Share in the Schedule Property agreed to be conveyed to the Developer or its nominee/s shall be borne by the Developer or its nominee/s.

13. TAXES, MAINTENANCE, DEPOSITS ETC.,

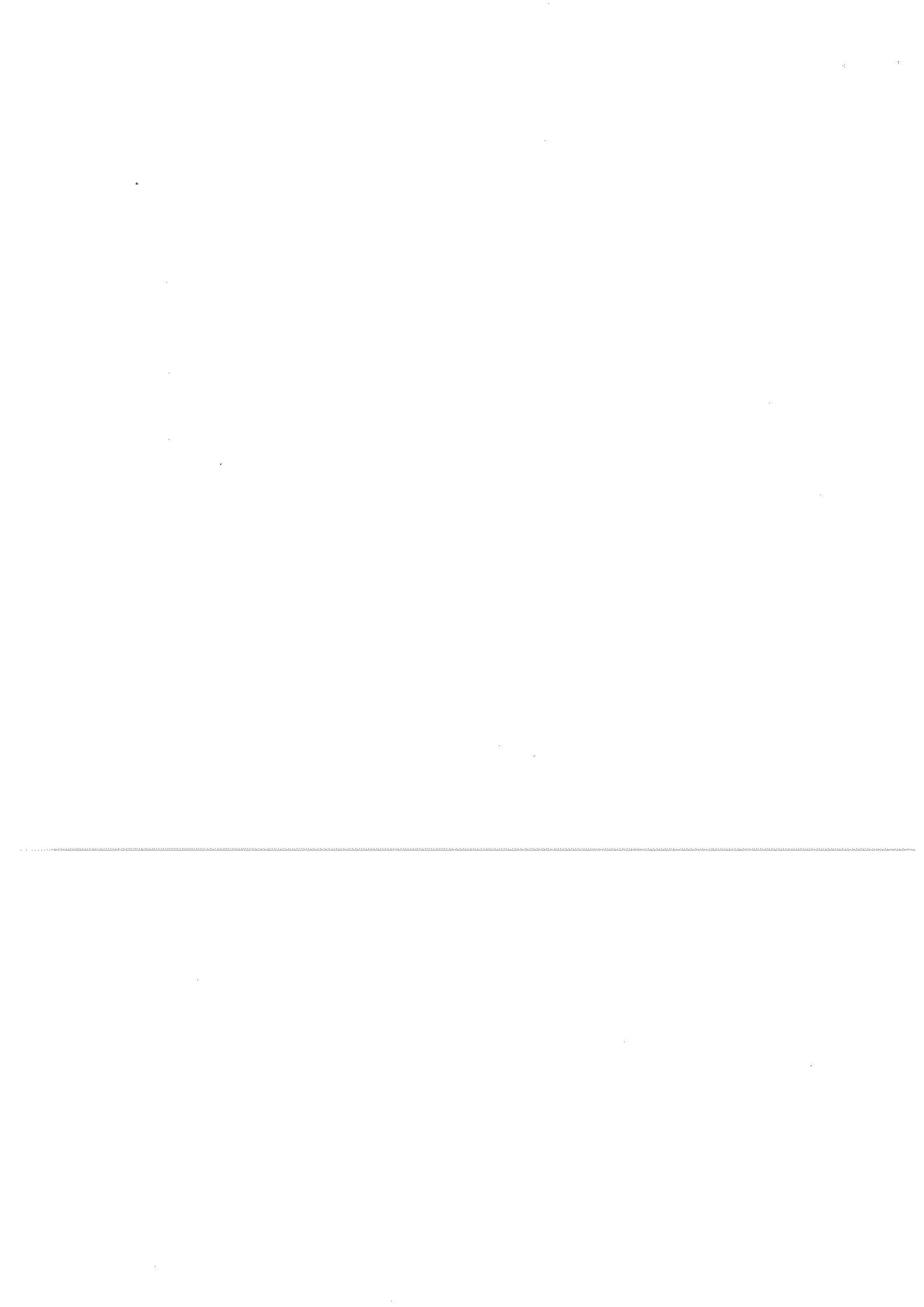
13.1 The First Party/Owner shall pay and discharge all taxes, rates, cesses and other public dues with respect to the Schedule Property up to the date hereof. From the date hereof till the date of delivery of the entire Owner's Area, the Developer shall pay and discharge all municipal taxes, rates, cesses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



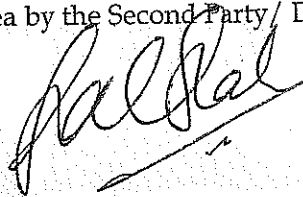
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- 13.2 The First Party/Owner herein has agreed to pay to the Second Party herein, a sum of Rs.130/- per square feet on the built up area of Villa/s towards the charges and deposits for obtaining water supply, sanitary and power connections i.e. BESCO, and BWSSB, in respect of his share of built up area of villa/s. Further it is also mutually agreed between the parties herein that, in the event if the First Party/Owner intends to sell his share of Villa/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
- 13.3 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 their share of villas, sells/conveys/transfer their share of developed plot area and villas to any prospective buyers, in such an event, VAT and Service Tax 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.

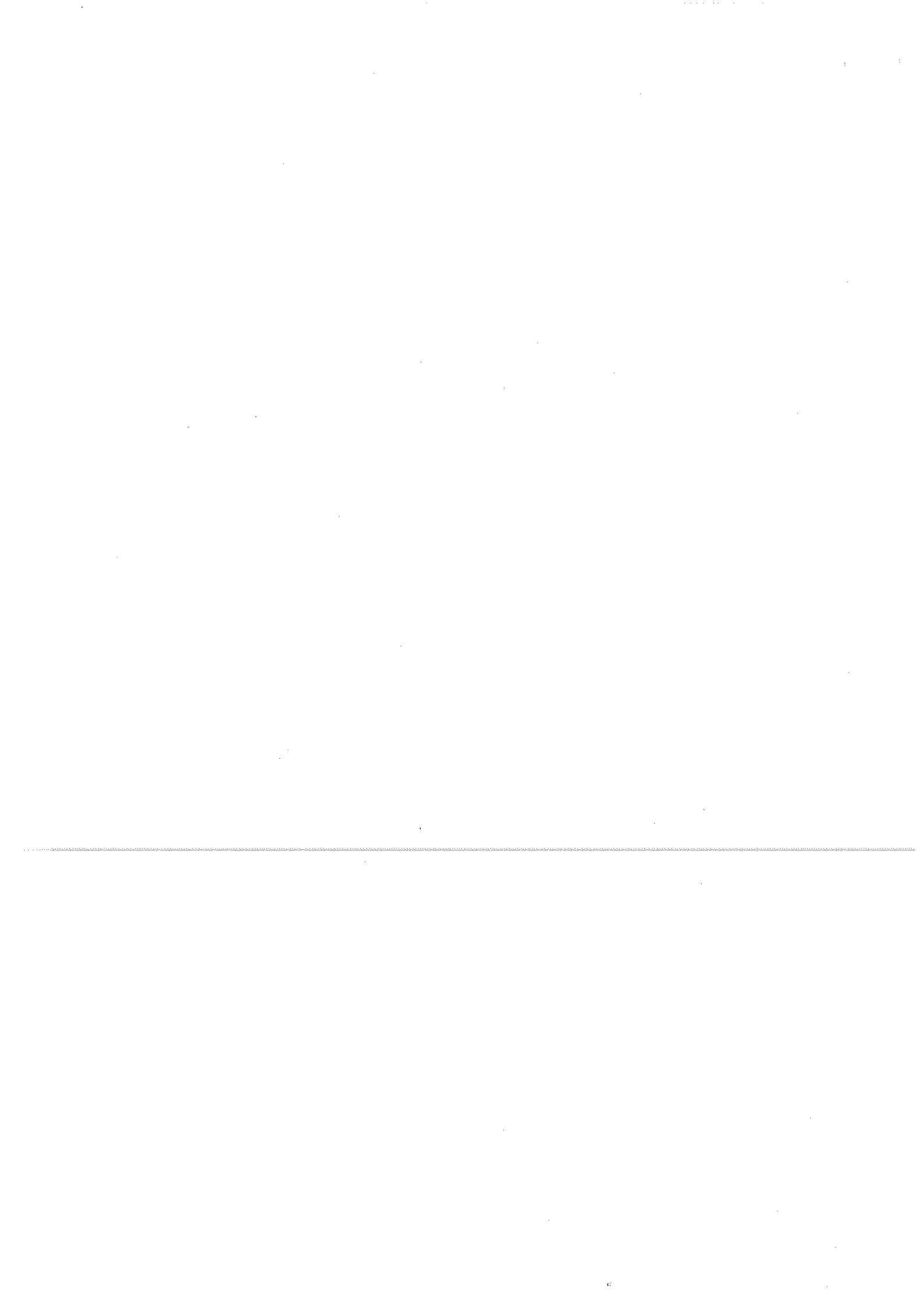


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State Pollution Control Board and other statutory authorities. The First Party/Owner shall execute a power of attorney, authorizing, the Developer/Second Party or its representatives to enter into agreements of sale in respect of the Schedule Property and, subject to the terms hereof, to sell the same, and to receive payments in Developer's name and such Power of Attorney shall not be revoked till completion of the entire project or thereafter.

- 14.2 The First Party/Owner shall sign and execute necessary applications, papers, forms, documents and do all acts, deeds and things as the Developer may lawfully require in order to legally and effectively vest in the Developer /Developer's nominee/s title to the Developer's Area, in the Schedule Property and for completing the development of the Schedule Property.
- 14.3 The First Party/Owner shall hand over the vacant possession of Item Nos.1 to 3 of the Schedule Property on the date of execution of this Agreement.
15. **DEVELOPER'S OBLIGATIONS:**
- 15.1 The Second Party/Developer shall obtain Khata from the jurisdictional authority and to pay up to date taxes payable in respect of Item Nos.1 to 3 of the Schedule Property at the time of obtaining necessary plan sanction.
- 15.2 The Second Party/Developer hereby agrees and undertakes to locate and procure buyers of villa/s with its plot area/developed site/s /divided/undivided interest to be constructed on Item Nos.1 to 3 of



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the Schedule Property in accordance with the plan to be sanctioned by the B.D.A./BBMP or other appropriate authorities.

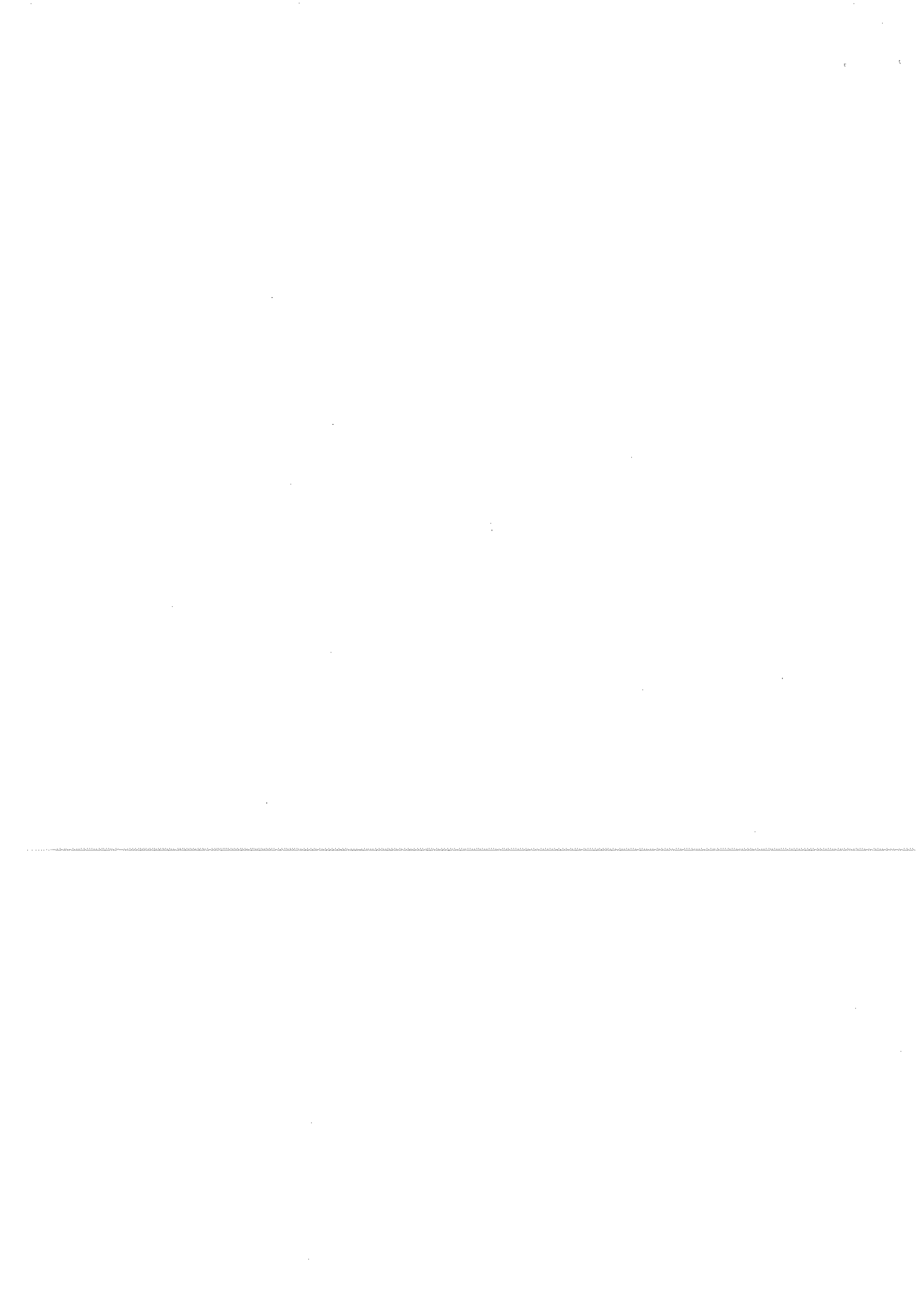
15.3 The Second Party/Developer herein shall rectify the structural defects/leakages, including in relation to electrical, plumbing and roof works, if any, appearing/discovered in the construction undertaken on Item Nos.1 to 3 of the Schedule Property within the period of one year from the date of handing over possession of the Owner's Area to the First Party/Owner or his nominee/s. The Second Party/Developer shall not be responsible for any defect in the Owner's Area noticed after the period of one year from the date of handing over possession of Owner's Area as per the terms hereof or from the date of notifying to the Owner that the construction of the entire Owner's Area has been completed as per the terms hereof.

15.4 The First Party/Owner also hereby authorize and declares that the Developer shall, subject to the terms of this Agreement, have irrevocable authority to do the following act, deeds, matters and things i.e.,

- 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 First Party/Owner and to obtain requisite permissions, sanctions, exemptions, etc.
- b. To make application and to appear before all statutory and public authorities like Bruhath Bangalore Mahanagara Palike, Town Planning Authority/any other competent authority/ies, Bangalore Development Authority etc., for the purpose of obtaining change of land use if any and getting the approved sanctioned plan and

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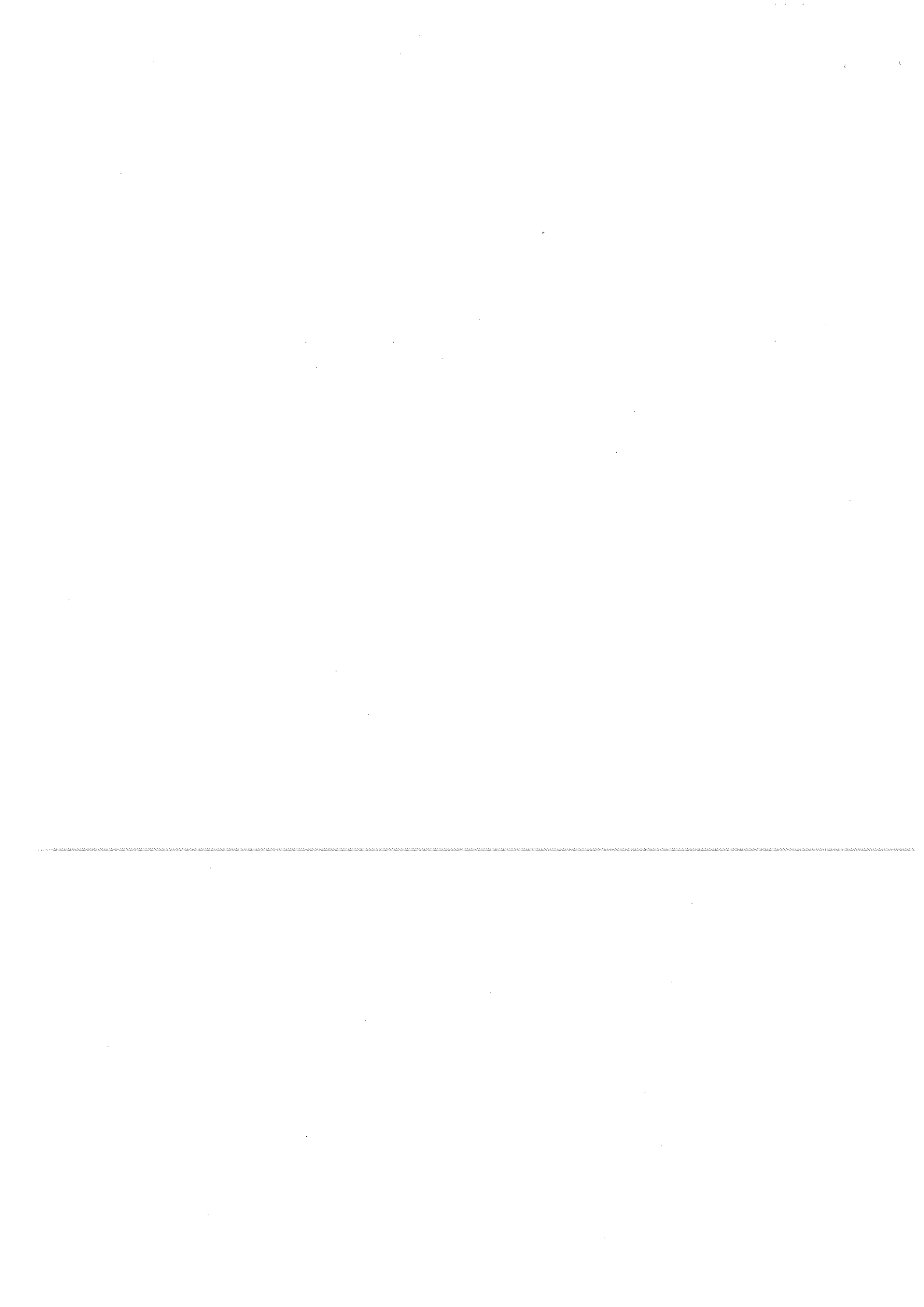
obtaining license/s, or permissions as may be necessary in the matter of construction of villa/s in the Schedule Property and also for any other licenses/consents/permissions/no objection certificate/s amendment/s modification/s in connection with the development of the Schedule Property and construction of villas thereon as per the approved sanctioned plan in Item No.1 and 2 of the Schedule Property.

- c. To appoint architects, surveyors, engineers, contractors and other agencies as may be necessary in connection with the development of Item Nos.1 to 3 of the Schedule Property and for the construction of the villa/s thereon.
- d. 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. in matters relating to Item Nos.1 to 3 of the Schedule Property or the development thereof as per the terms of this Agreement.
- e. 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.,
- f. To appear for and represent us before any Government, statutory, local, revenue, tax and other authorities as also court and tribunals in respect of Item Nos.1 to 3 of the Schedule Property.
- g. To make and submit applications from time to time for requisite permission or exemption order under the provision of any statute or acts applicable thereto or to follow up the applications thereto.



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- h. 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 Item Nos.1 to 3 of the Schedule Property.
- i. To enter into agreements of sale by way of conveying the plot area/developed site/s/divided/undivided interest along with villa/s to be built thereon and proportionate share of common area/s in Item Nos.1 to 3 of the Schedule Property fallen to the share of the Second Party/Developer in favour of the intending purchaser/s and to receive the sale consideration and issue receipts for the same.
- j. To execute sale deed/s by way of conveying the plot area/developed site/s/divided/undivided interest along with villa/s to be built thereon and proportionate share of common area/s in Item Nos.1 to 3 of the Schedule Property fallen to the share of the Developer/Second Party herein in favour of the intending purchaser/s in accordance with the terms hereof.
- k. To present the sale deeds and get any deed or documents registered by admitting execution before the jurisdictional Sub-Registrar and to do all such things that may be necessary for the transfer of the plot area/developed site/s/divided/undivided interest along with villa/s to be built thereon and proportionate share of common area/s in Item Nos.1 to 3 of the Schedule Property in Item Nos.1 to 3 of the Schedule Property as falling to the share of the Developer.
- l. To sign forms, declarations, affidavits etc., that may become necessary in connection with the execution of aforesaid sale deeds.



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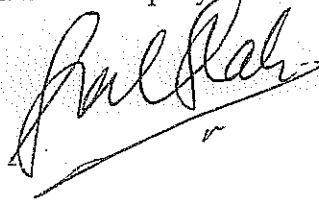
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- m. To receive consideration for sale/transfer/conveyance as also advances, part payments and balance payments with regard to the sale, conveyance, and transfer in respect of the property or portions/shares therein as per the scheme and this Agreement and issue receipts/ acknowledgement in respect of the ~~Developers~~ Area.
- n. To apply for clubbing of khata and obtain and registration of khata for the purpose of development / construction in Item Nos.1 to 3 of the Schedule Property as well as for bifurcation of the khata after the villa/s is/are constructed for assignment of individual municipal number to the plot area/developed site/s/divided/undivided share along with its built up area in Item Nos.1 to 3 of the Schedule Property.
- o. To appear before the tax authorities in respect of assessment of the villa/s that may be constructed on Item Nos.1 to 3 of the Schedule Property.
- p. To do all other acts, deeds and things necessary with regard to the maintenance of Item Nos.1 to 3 of the Schedule Property without any restrictions, reservations or conditions.

16. BORROWING:

The Second Party/Developer shall be entitled, for the purpose of development of Item Nos.1 to 3 of the Schedule Property, to obtain credit facilities from banks and/or other financial institutions on the security of the Developer's share of 65% of plot area/developed site/s/divided/undivided interest along with villa/s to be built thereon and proportionate share of common area/s in Item Nos.1 to 3 of the Schedule Property in Item Nos.1 to 3 of the Schedule Property.



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Subject to the terms of this Agreement, the First Party/Owner has no objection for the Second Party/Developer to mortgage or pledge the original title documents of Item Nos.1 to 3 of the Schedule Property to any banks and or other financial institutions for creating equitable mortgage on the portion of Item Nos.1 to 3 of the Schedule Property (including developments thereon) falling to the share of the Developer as per the terms hereof. The First Party/Owner has given his consent and has agreed to sign any documents by themselves or by executing a General Power of Attorney in favour of the Developer/Second Party herein pertaining to the same and undertake to furnish the required documents and clarifications, if any, sought by the bank or other financial institutions for availing the said financial assistance provided however, that there shall be no personal liability on the Owner in regard to any such debts and in the event of any default in repayment by the Developer, recovery shall be enforced only against the Developer's share in Item Nos.1 to 3 of the Schedule Property.

17. DOCUMENTS OF TITLE:

The original/certified copies of the title deeds in respect of Item Nos.1 to 3 of the Schedule Property have been handed over to the Developer on this day of signing of this Joint Development Agreement.

After completion of the construction of villa/s in and the development of Item Nos.1 to 3 of the Schedule Property and on formation of villas owner's association, the Developer shall deliver the Title Deeds to such villas owner's association. The Association shall maintain the entire frontage of the residential villas project in Item Nos.1 to 3 of the Schedule Property including all roads, common areas/facilities, STP, WTP and Club House etc.

For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR



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18. NAME OF THE PROJECT:

The Second Party/Developer herein shall have absolute discretion in the matter of naming the project formed in Item Nos.1 to 3 of the Schedule Property.

19. CUSTODY AND STAMP DUTY:

The original of this Joint Development Agreement shall be with the Developer/Second Party and the Photocopy of the same shall be with the First Party/Owner. The stamp duty and registration charges payable in relation to this Agreement shall be borne solely by the Developer.

20. This Agreement shall not be terminated unilaterally either by the First Party/Owner herein or the Developer and the appointment of Developer shall, subject to the terms of this Agreement, be irrevocable in view of the refundable advance paid and other obligations undertaken by the Developer.

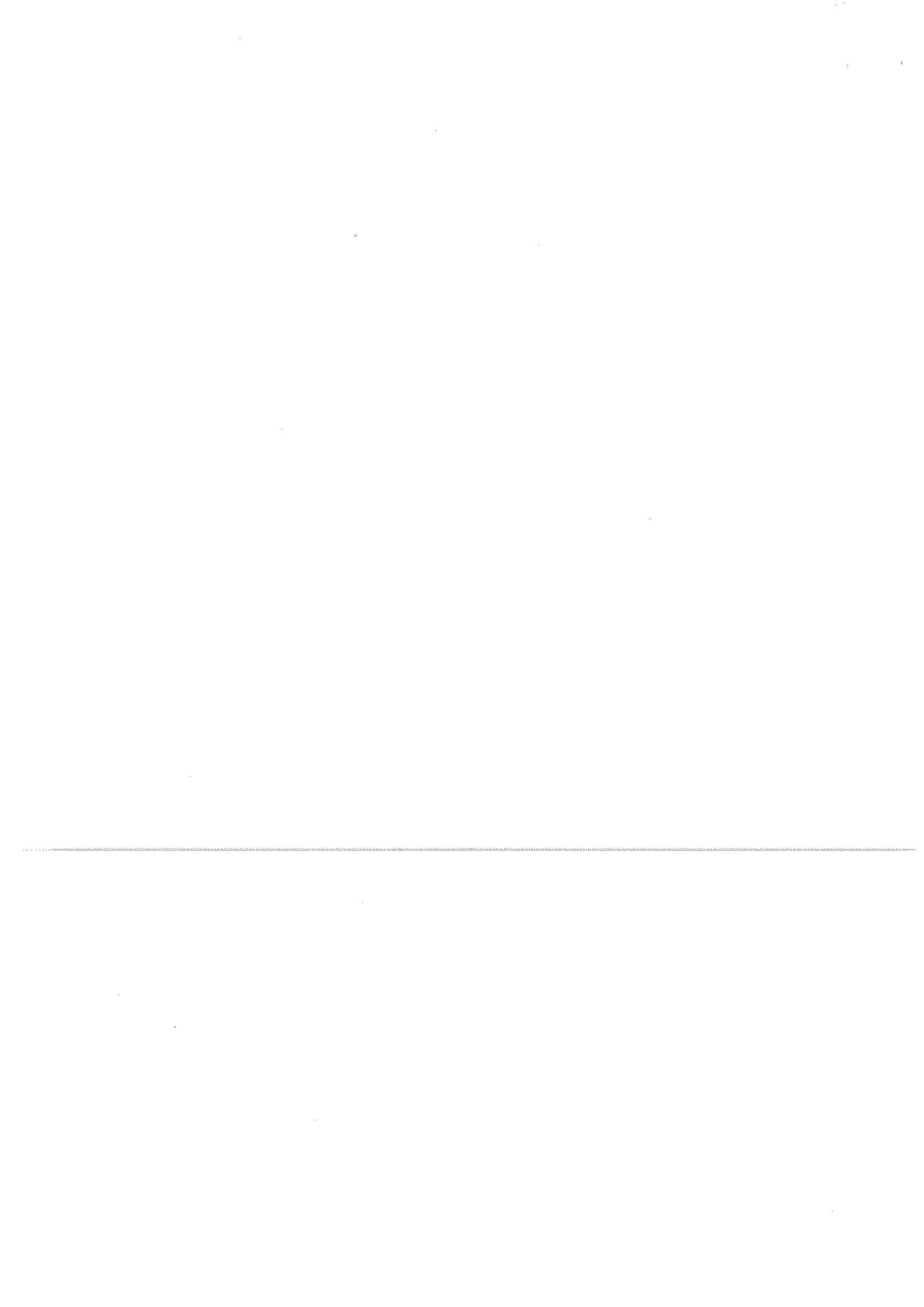
21. GOVERNING LAW AND DISPUTE RESOLUTION:

22.1 This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the terms and conditions of this agreement, each Party agrees that the courts at Bangalore shall have the supervisory jurisdiction to settle any claim or matter arising under this Agreement.



For VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR





- 22.2 If any dispute arises amongst Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably.
- 22.3 In the case of failure by the Parties to resolve the dispute in the manner set out above within reasonable time from the date when the dispute arose, the dispute shall be referred to a sole arbitrator to be appointed jointly by the Developer and the First Party/Owner. The hearings of the arbitrator shall be held in Bangalore under provisions of the Arbitration and Conciliation Act, 1996. The proceedings of the arbitration shall be conducted in the English language. The costs and expenses of the arbitration, including, without limitation, the fees of the arbitration and the fees of the arbitrator, shall be borne by the First Party/Owner and the Developer in the manner decided by the arbitrator.
- 22.4 Each Party shall co-operate in good faith to expedite, to the maximum extent practicable, the conduct of any arbitral proceedings commenced under this Agreement.
- 22.5 The award passed by the arbitrator shall be substantiated in writing and the First Party/Owner and the Developer shall submit to the arbitrator's award, which shall be enforceable in any competent court of law.

For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR



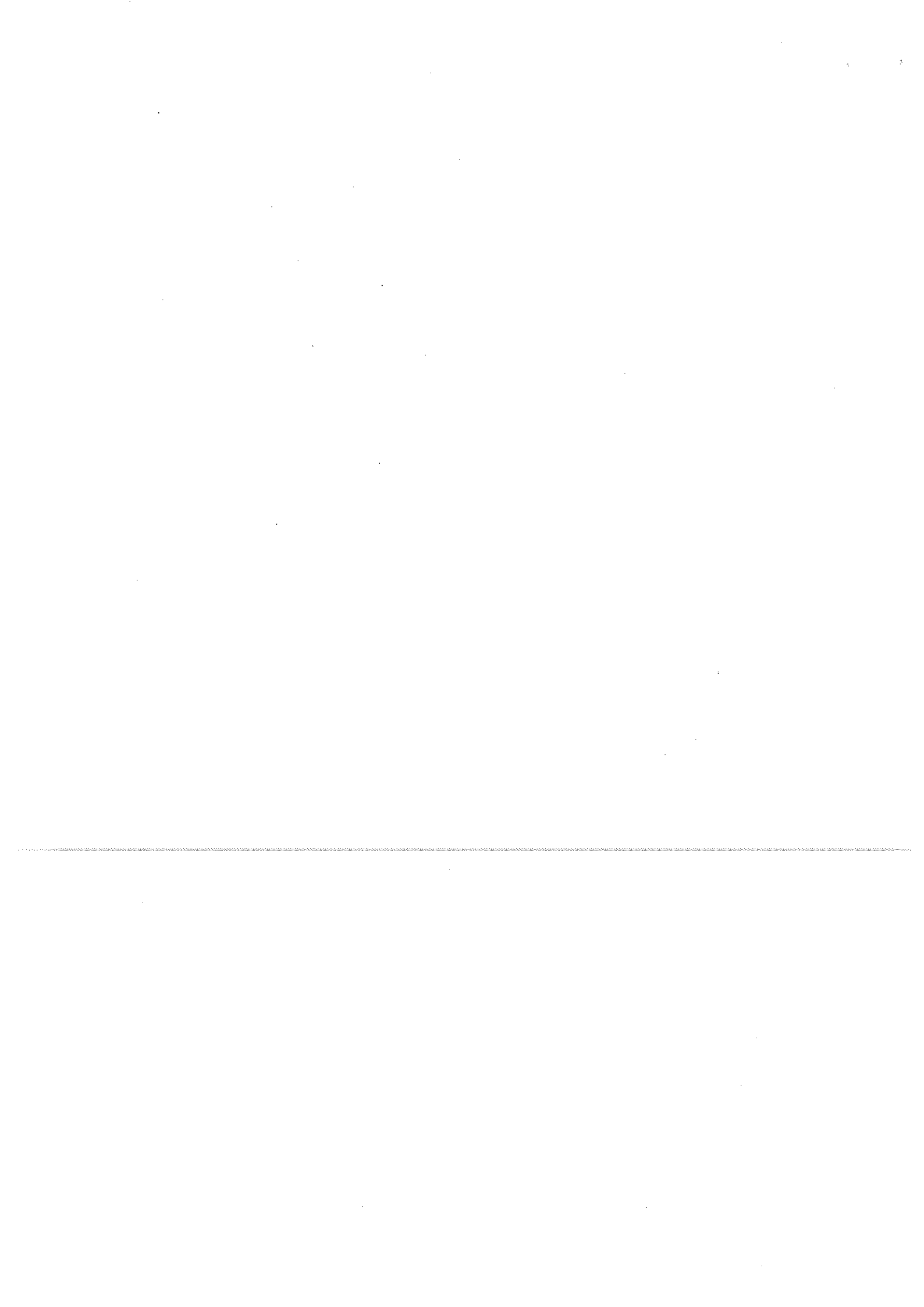


23. GENERAL:

- a. In the course of construction and development of Item Nos.1 to 3 of the Schedule Property, the Developer shall comply with all notices or regulations issued by the BDA/BBMP and other authorities. Further, the Developer shall comply with all applicable laws, rules and regulations in respect of the development of Item Nos.1 to 3 of the Schedule Property.
- b. The Second Party/Developer assures the First Party/Owner that in the matter of construction of proposed villas, the Developer shall maintain absolute quality confirming to the specifications detailed in the ANNEXURE-1 appended to this Agreement. The First Party/Owner shall be entitled to inspect the construction site and Item Nos.1 to 3 of the Schedule Property to satisfy himself regarding the standard, quality and compliance with the aforesaid specifications without hampering the progress of work.
- c. The Second Party/Developer shall provide water facility through bore wells, in case of any short fall in the supply of water, the same shall be purchased and supplied by the Developer.
- d. The Second Party/Developer herein shall be providing Sewage Treatment Plant and Water Treatment Plant in the Residential Villas Project.
- e. The Second Party/Developer herein shall also provide Rain Water Harvesting System in the project.
- f. In the event that any Party to this Agreement commits a default of the terms of this Agreement then, the non-defaulting Party shall be entitled to such remedies, including remedies by way of damages and/or specific performance, as may be permitted under applicable laws, rules

For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR





and regulations in addition to its rights and remedies under this Agreement.

- g. Neither Party shall be entitled to assign or otherwise deal with this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party.
- h. If any part or all of any provision of this Agreement is illegal or unenforceable, it may be severed from this Agreement and the remaining provisions of this Agreement shall continue to remain in force.
- i. No amendment, modification or termination of any provision of this Agreement shall be effective unless the same shall be in writing and signed by each of the Parties hereto.

SCHEDULE PROPERTY

Item No.1:

All that piece and parcel of undeveloped converted land bearing Sy.No.100/3, admeasuring 04 Acres, 05 ½ and 06 Guntas of attached Kharab land, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-.

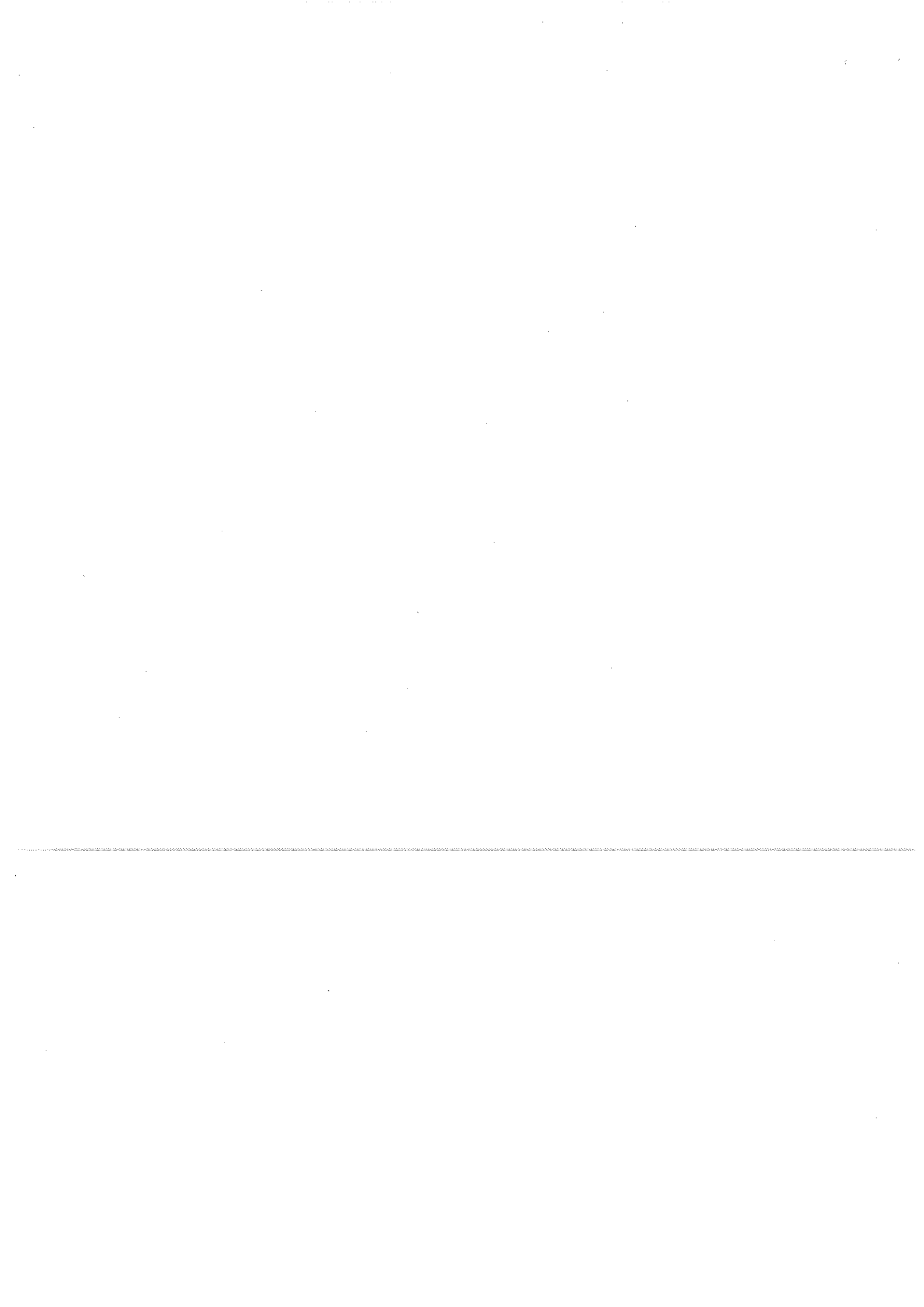
East by :- Land bearing Sy.No.101;  
West by :- Land bearing Sy.No.103 & 99;  
North by :- Land bearing Sy.No.100/2 belonging to Mrs. Lubna Shah;  
South by :- Land bearing Sy.No.102, belonging to the First Party herein,

i.e. Item No.3 of the Schedule Property hereunder written.

Item No. 1 of the Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/147/2013-14, dated 19.12.2013.

For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR



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**Item No.2:**

All that piece and parcel of undeveloped converted land bearing Sy.No.96/1, admeasuring 02 Acres, 27.25 Guntas, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-

East by :- Land bearing Sy.Nos.50,53,54 & 55;  
West by :- Land bearing Sy.No.101;  
North by :- Remaining portion of land bearing Sy.No.96/1 belonging to the First Party herein & 96/2 belonging Faheem Shah;  
South by :- Land bearing Sy.No.102 belonging the First Party herein, i.e. Item No.3 of the Schedule Property hereunder written.

Item No. 2 of the Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/144/2013-14, dated 19.12.2013.

**Item No.3:**

All that piece and parcel of undeveloped converted land bearing Sy.No.102, admeasuring 06 Acres, 20, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-

East by :- Land bearing Sy.Nos. 48 & 51;  
West by :- Land bearing Sy.No.103;  
North by :- Land bearing Sy.Nos. 100,101 & 96;  
South by :- Land bearing Sy.No.104

Item No. 3 of the Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/145/2013-14, dated 19.12.2013.

For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR

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2015-2016



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2015-2016



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.

*Lina Alam*  
LINA ALAM  
209, 4TH B CROSS,  
3rd BLK, HRBL  
BLR - 43

2.

*(M. Masroor Alam)*

M. MASROOR ALAM.  
# 103, Sadath Court.  
# 566, Mayrath Road.  
Blr - 25.

*Syed Saleem Shah*

SYED SALEEM SHAH  
(FIRST PARTY/OWNER)

For M/S VARIN INFRA PROJECTS  
PRIVATE LIMITED

*(B.M. Karunesh)*  
DIRECTOR

(SECOND PARTY/DEVELOPER)

DRAFTED by  
PRAYEEN  
Advocate.



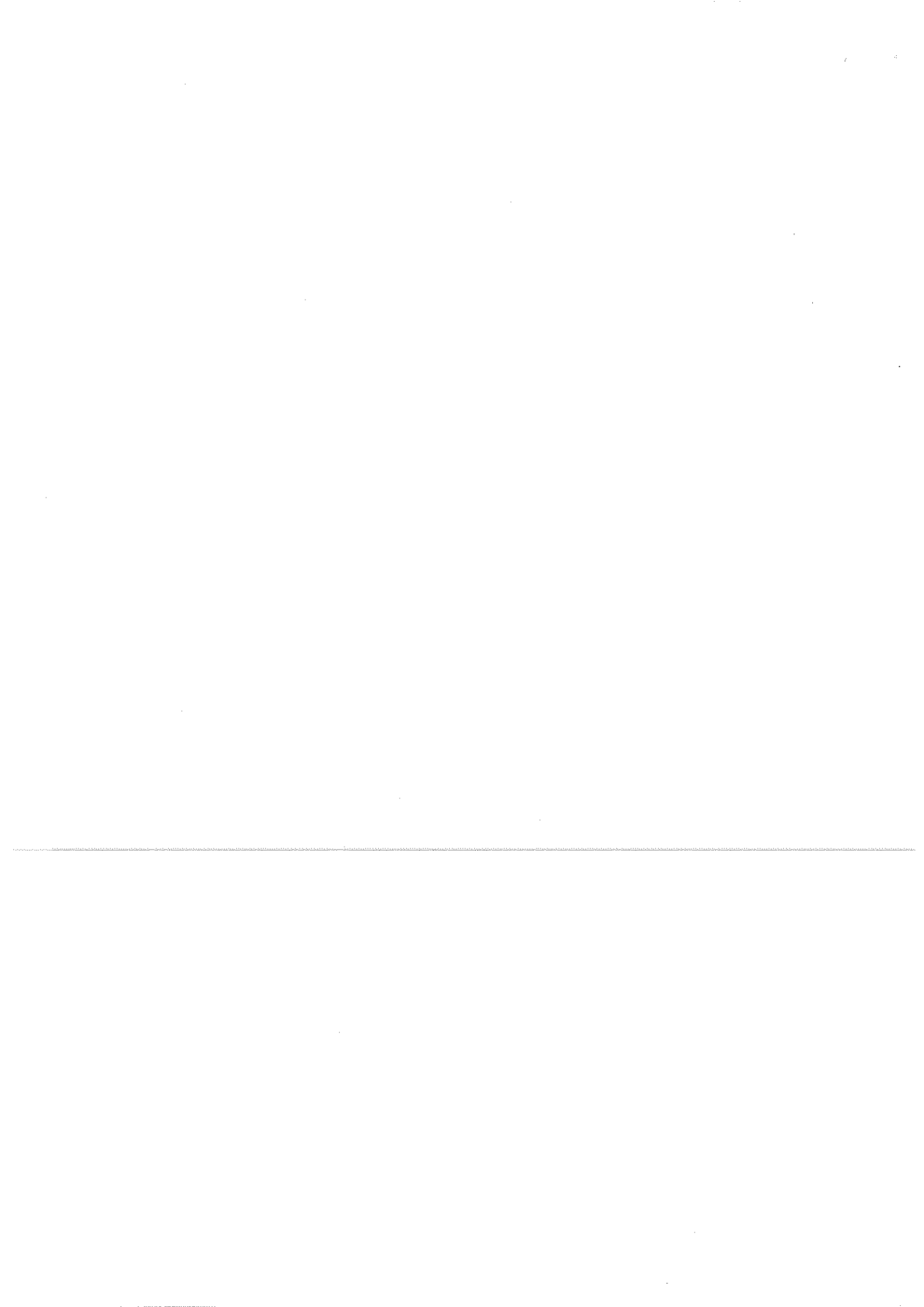


ANNEXURE - 1  
(SPECIFICATIONS FOR VILLA PROJECT)

- Walls** : All load bearing walls will be of solid concrete blocks and Non-load bearing walls will be with hollow block.
- Flooring** : Imported Marble  
living and dining. Laminated wooden flooring in bedrooms.  
Ceramic tiles flooring in toilets, utility, balconies, covered sit out, servant room and servant toilet.  
Heavy duty cement tiles in garage.  
Kitchen with vitrified ceramic flooring.
- Door** : Main Door - Superior quality Designer door.  
Bedroom Doors, kitchen Door & Toilet Doors with superior quality engineered door frames & shutters.  
Hardwood frame for Servants rooms & Servants toilet with Flush door shutters.
- Windows** : 3 track Fenesta or equivalent glazed windows .
- Hardware** : Superior quality brass fittings.
- Staircase** : Marble steps and raisers with mild steel balustrades and teak wood railing.
- Internal**
- Painting** : Plastic Emulsion
- Kitchen** : Black granite platform with double bowl  
Stainless steel sink.  
Dadoing upto 2' in kitchen with glazed ceramics tiles above the platform.

For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR



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**Toilets** :Toilets dadoing upto 7' height with glazed ceramic tiles. Single lever basin mixer and shower diverter of Grohe and hansgrohe with health faucet. Exhaust fan in kitchen, except the power room, all other toilets shall be provided with showers cubicle.

**Servant**

**Toilet** :Will have dadoing upt 4' height with IWC

**Utility** :Superior quality ceramic tile 12" x 12" for floor and glazed tile dado.

**Electrical** :As per our standard electrical layout.

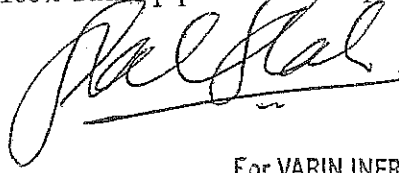
**Fan Points** :Fans in living / dining/ bedroom.

**External**

**Finish** :Tyrolene finish with white colour paint.

Sloping roof covered with Mangalore tiles or equivalent and flat roof covered with pressed clay tiles.

**Generator** :100% Back up power shall be provided.



For VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ  
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ 152 ಮುನೋಮು 2003  
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet



ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Registration and Stamps Department

ಚೆಲೆ : ರೂ. 2/-

ಈ ದಸ್ತಾವೇಜು 13 ಪ್ರತಿಗಳನ್ನು ಹೊಂದಿರುತ್ತೆ.  
ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು.  
This sheet can be used for any document.  
ಒಂದನೇ ಪ್ರತಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 13

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ  
Date of execution

ಪಾವತಿಸಿದ ಮುದ್ರಾಂಕ ರೂ. 2015-2016  
Total stamp duty paid Rs.

BK II 3/15-16

### GENERAL POWER OF ATTORNEY

Know all the presents, I,

MR. SYED SALEEM SHAH, aged about 54 years, S/o Mr. Syed Majeed Shah, residing at Redifice Ambrosia, Door No.30, Apt No.C-1, 3<sup>rd</sup> Floor, Millers Road Cross, Benson Town, Bangalore- 560046, (hereinafter referred to as the "Owner").

#### WHEREAS:

1. Mr. Syed Saleem Shah, the Owner herein is the absolute owner of the residentially converted lands bearing Sy.No.100/3, admeasuring 04 Acres, 05 ½ Guntas and 06 Guntas of attached Kharab land, Sy.No.96/1, admeasuring 02 Acres, 27.25 Guntas and Sy.No.102, admeasuring 06 Acres 20 Guntas, totally measuring to an extent of 13 Acres, 12.75 Guntas and 06 Guntas of Kharab land, all situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which are morefully described in Item No.1, Item No.2 and Item No.3 of the Schedule hereunder written and hereinafter referred to as the 'Item No.1 Item No.2 and Item No.3 of the Schedule Property'.

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2015-2016



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Jayeshankar Rep by SPA Holder Chikka Swamy S.T. , ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆರ್ಡರ್	200.00	P O No. 490237, Dt 09/4/2015 Indian Bank, Bangalore
ಒಟ್ಟು :	200.00	

ಸ್ಥಳ : ಬಿದರಹಳ್ಳಿ

ದಿನಾಂಕ : 09/04/2015

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ

ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು

Designed and Developed by C- DAC ,ACTS Pune.

2. I, the Owner herein, has 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, has entered into a Joint Development Agreement ("JDA") on 26.03.2015 with the Developer for development of residential building/s/ villa/s on Item Nos.1 to 3 of the Schedule Property.
4. As required under the terms of the JDA, I, the Owner, required executing a power of attorney in favour of the Developer being these presents.

NOW KNOW ALL MEN BY THESE PRESENTS THAT, I, 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 Item Nos.1 to 3 of the Schedule Property.

1. To make applications and to appear before all statutory and public authorities like Bruhat Bangalore Mahanagara Palike, 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 or permissions as





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ಬಿದರಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 09-04-2015 ರಂದು 05:07:40 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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2	ಸೇವಾ ಶುಲ್ಕ	525.00
	ಒಟ್ಟು :	150525.00

ಶ್ರೀ M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Jayeshankar Rep by SPA Holder Chikka Swamy S.T. ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

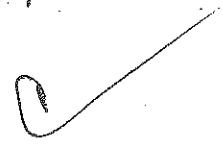
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ಶ್ರೀ M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Jayeshankar Rep by SPA Holder Chikka Swamy S.T.			

*Blow*  
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ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು

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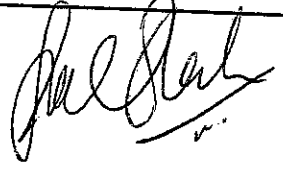
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1	M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Jayeshankar Rep by SPA Holder Chikka Swamy S.T. . (ಬರೆಸಿಕೊಂಡವರು)			
2	M/s Varin Infra Projects Private Ltd Rep by its Director Sri. B.M. Karunesh. Rep by SPA Holder Chikka Swamy S.T. . (ಬರೆಸಿಕೊಂಡವರು)			

*Blow*  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು



may be necessary to construct villa/s/residential building/s along with its plot/s/developed site/s/divided/undivided interest in Item Nos.1 to 3 of the Schedule Property.

2. To institute, prosecute and defend all legal, revenue, tax and other proceedings relating to Item Nos.1 to 3 of the Schedule Property and to settle, withdraw, compromise, compound any suit or proceedings with regard to Item Nos.1 to 3 the Schedule Property and to file appeals before the competent authorities.
3. To sign the pleadings, file applications, documents etc. in matters relating to Item Nos.1 to 3 of the Schedule Property or the development thereof in terms of the JDA.
4. To give evidence, engage Advocates etc. in matters relating to item Nos.1 to 3 of the Schedule Property or the development thereof in the terms of the JDA.
5. To appoint architects, surveyors, engineers, contractors and other agencies as may be necessary in connection with the development of Item Nos.1 to 3 of the Schedule Property and for construction of residential villa/s thereon and to prepare the plans of such residential building/s/villa/s with the help of the architects.
6. To apply to public authorities like Bangalore Electricity Supply Company Ltd., and other statutory authorities for the purpose of obtaining facilities like power connection, water connection, sanitary connection, telephone connection etc. and no objection certificates as required in respect of Item Nos.1 to 3 of the Schedule Property.

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3	Mr. Syed Saleem Shah S/o Mr. Syed Majeed Shah (ಬರೆದುಕೊಡುವವರು)			

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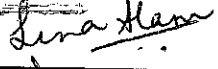

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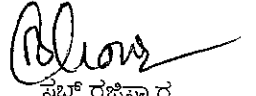
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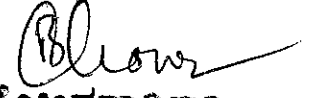
ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Lina Alam No 209, 4th B Cross, 3rd Block, HRBR Layout, Bangalore-43	
2	M. Masroor Alam No 103, Sadath Court, No 5 & 6, Magrath Road, Bangalore-25	




ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು


I have satisfied myself that the stamp duty of Rs. 4780400/- has been paid there on, JDA Document bearing 63/2015-16, Book-I, Dated 09.04.2015, CD No BDHD-119 Registered In the office of Sub-Registrar, Bidarahalli, Bangalore,

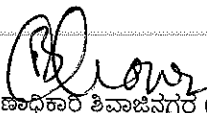


ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು



4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ BDH-4-00003-2015-16 ಅಗಿ  
ಸಿ.ಡಿ. ನಂಬರ BDHD119 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 09-04-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



  
ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಬಿದರಹಳ್ಳಿ)

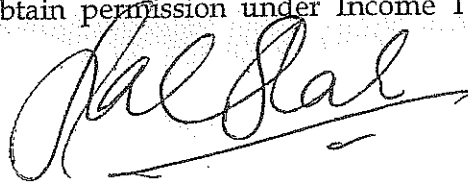
ಭೂತಸ್ಥರ. ಎಸ್. ಜೋರ್  
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ  
ಬಿದರಹಳ್ಳಿ, ಬೆಂಗಳೂರು



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XXXXXXXXXXXXXXXXXXXX

15. To sign forms, declarations, affidavits etc., that may become necessary in connection with the execution of sale deed/s/ relinquishment deed/s executed in terms hereof.
16. To receive consideration for the sale/transfer/conveyance as also advances, part payments and balance payments as regard to the sale, conveyance, transfer in regard to Developer's share of 65% in Item Nos.1 to 3 of the Schedule Property (and developed area thereon) or portions/ divided/undivided shares therein to the extent of the Developer's share as per the scheme and the JDA and issue receipts / acknowledgement.
17. To apply for clubbing of khata and obtain khata for the purpose of formation of the residential project in Item Nos.1 to 3 of the Schedule Property as well as for bifurcation of khata after the construction of the residential building/s/villa/s with its respective plot/s/developed site/s formed in the residential project, for assignment of individual municipal numbers to the individual developed villa/s.
18. To sign and execute all papers/applications for the formation of the Villa Owner's Association and to sign and execute the Deed of Declaration in that behalf.
19. To appear before the Tax authorities in respect of assessment of the residential building/s/villa/s with its respective plot/s/developed site/s that may be caused or constructed on Item Nos.1 to 3 of the Schedule Property.
20. To apply for and obtain permission under Income Tax Act, 1961, if required.





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2015-2016



21. To produce documents and obtain return thereof, to give evidence and to instruct counsel in regard to any proceedings relating to Item Nos.1 to 3 of the Schedule Property.

22. To do all other acts, deeds and things necessary in regard to the maintenance of Item Nos.1 to 3 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 agrees that this Power of Attorney is irrevocable, given for the purpose of the development of Item Nos.1 to 3 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 Item Nos.1 to 3 of 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.

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2015-2016

SCHEDULE PROPOERTY

Item No.1:

All that piece and parcel of undeveloped converted land bearing Sy.No.100/3, ~~admeasuring~~ admeasuring 04 Acres, 05 ½ and 06 Guntas of attached Kharab land, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-

East by :- Land bearing Sy.No.101;  
 West by:- Land bearing Sy.No.103 & 99;  
 North by:- Land bearing Sy.No.100/2 belonging to Mrs. Lubna Shah;  
 South by:- Land bearing Sy.No.102, belonging to the First Party herein, i.e. Item No.3 of the Schedule Property hereunder written.

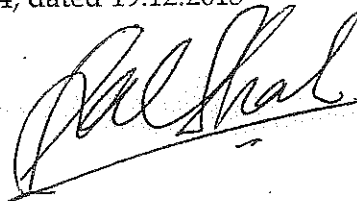
Item No. 1 of the Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/147/2013-14, dated 19.12.2013.

Item No.2:

All that piece and parcel of undeveloped converted land bearing Sy.No.96/1, admeasuring 02 Acres, 27.25 Guntas, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-

East by :- Land bearing Sy.Nos.50,53,54 & 55;  
 West by :- Land bearing Sy.No.101;  
 North by :- Remaining portion of land bearing Sy.No.96/1 belonging to the First Party herein & 96/2 belonging to Faheem Shah;  
 South by :- Land bearing Sy.No.102 belonging the First Party herein, i.e. Item No.3 of the Schedule Property hereunder written.

Item No. 2 of the Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/144/2013-14, dated 19.12.2013



THE UNIVERSITY OF CHICAGO

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2015-2016

Item No.3:

All that piece and parcel of undeveloped converted land bearing Sy.No.102, admeasuring 06 Acres, 20, situated at Chikkagubbli Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on:-

East by :- Land bearing Sy.Nos. 48 & 51;

West by:- Land bearing Sy.No.103;

North by:- Land bearing Sy.Nos. 100,101 & 96;

South by:- Land bearing Sy.No.104.

Item No. 3 of the Schedule Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/145/2013-14, dated 19.12.2013.

IN WITNESS WHEREOF we have signed and executed on this the Ninth day of April Two Thousand Fifteen (09.04.2015) before the following witnesses:

WITNESSES:

1. Lina Alam  
LINA ALAM  
209, 4TH B CROSS  
3rd BLK, HRBR  
BLR-43

2.

M. Masroor. Alam

M. Masroor. Alam.

#103, Sadath Court.

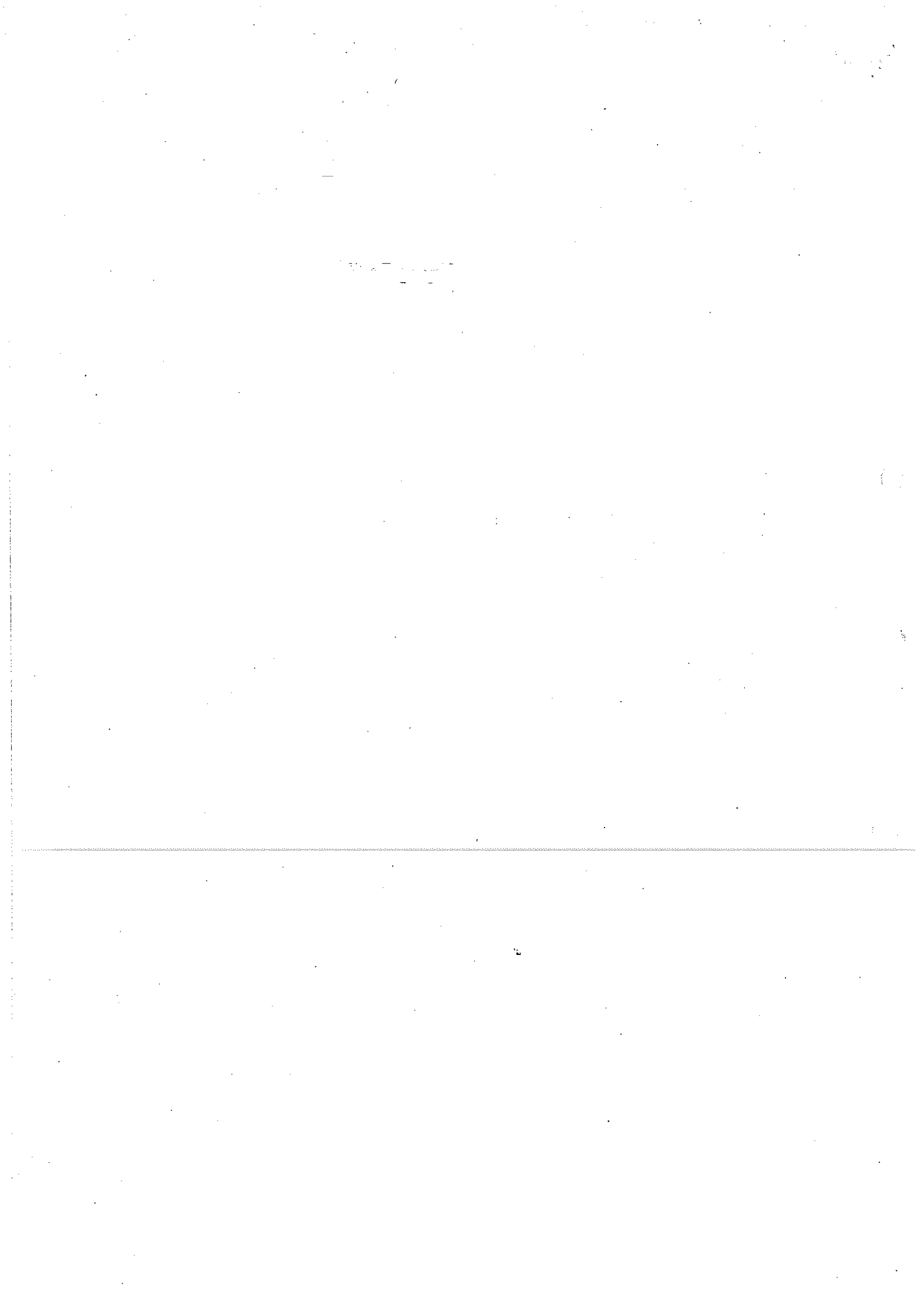
#5&6, Magrath Road.

BLR-25.

[Signature]  
EXECUTANT

[Signature]  
CLAIMANT

DRAFTED By  
PRANEENI  
Advocate



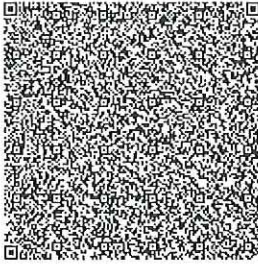


सत्यमेव जयते

# INDIA NON JUDICIAL Government of Karnataka

## e-Stamp

Certificate No.	: IN-KA32475750297870P
Certificate Issued Date	: 15-Nov-2017 03:24 PM
Account Reference	: NONACC (FI)/ kabacs108/ BANGALORE/ KA-BA
Unique Doc. Reference	: SUBIN-KAKABACSL0815555172390287P
Purchased by	: VARIN INFRA PROJECTS P LTD
Description of Document	: Article 12 Bond
Description	: SHARING AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SYED SALEEM SHAH
Second Party	: VARIN INFRA PROJECTS P LTD
Stamp Duty Paid By	: VARIN INFRA PROJECTS P LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Authorised Signatory  
For The Bangalore Advocates  
Co-operative Society Ltd.

.....Please write or type below this line.....

### SHARING AGREEMENT

THIS AGREEMENT IS MADE AND EXECUTED ON THIS THE FIFTH DAY OF  
DECEMBER, YEAR TWO THOUSAND AND SEVENTEEN (05.12.2017) AT  
BENGALURU:



FOR VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## BETWEEN

Mr. SYED SALEEM SHAH, aged about 57 years, S/o Mr. Syed Majeed Shah, residing at Redifice Ambrosia, Door No.30, Apt No.C-1, 3<sup>rd</sup> Floor, Millers Road Cross, Benson Town, Bengaluru - 560 046,

Hereinafter referred to as the "OWNER / FIRST PARTY" (which expression wherever it so requires shall mean and include his 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 is the absolute owner of the Properties bearing Sy.No.100/3 (old Sy.No.100) measuring to an extent of 4 Acres 5 ½ Guntas and 6 Guntas of Kharab, Sy.No.96/1 (old Sy.No.96) measuring to an extent of 2 Acres 27.25 Guntas and Sy.No.102 measuring to an extent of 6 Acres 20 Guntas, totally measuring to an extent of 13 Acres 12.75 Guntas and 06 Guntas of Kharab, all situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District, which are morefully described in Item No.1, Item No.2 and Item No.3 of the Schedule 'A' hereunder written and hereinafter referred to as the



FOR VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR

Schedule 'A' Property and also Sy.No.101 (new No. 101/1) of Chikkagubbi Village.

2. The First Party being desirous of developing the Schedule 'A' Property had approached M/s. Varin Infra Projects Private Limited, the Second Party herein and the Second Party having agreed to develop the Schedule 'A' Property by constructing residential Villas, both the First Party and the Second Party have entered into a Joint Development Agreement dated 09.04.2015 which is duly registered as Document No.63/2015-16 of Book-I and stored in CD No.BDHD119 in the office of the Sub-Registrar, Bidarahalli, Bangalore and the First Party has also executed a General Power of Attorney dated 09.04.2015 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 'A' Property which is duly registered vide Document No.3/2015-16 of Book IV and stored in CD No.BDHD119 in the office of the Sub-Registrar, Bidarahalli, Bangalore.
3. The First Party is entitled for saleable 35% of the total Developed plot area/site area/divided/undivided share and Villas to be constructed thereon for his absolute use and/or benefit and ownership as the terms of the Joint Development Agreement dated 09.04.2015 and the balance saleable Developed plot area/site area/divided/undivided share in the Schedule 'A' Property and Villas to be constructed thereon for the absolute use and / or benefit and ownership of the Second Party herein.
4. Out of the total land area measuring to an extent of 13 Acres 12.75 Guntas and 06 Guntas of Kharab, i.e., Schedule 'A' Property, an extent of 4 Acres 5 ½ Guntas in Sy.No.100/3, i.e., Item No.1 of the Schedule 'A' Property has now been used for the development and construction of the



FOR VARIN INFRA PROJECTS PVT. LTD.

DIRECTOR

Residential Villas, which is morefully described in the Schedule 'B' hereunder written and hereinafter referred to as the Schedule 'B' Property.

5. The license and the sanctioned Plan has been obtained from Bangalore Development Authority (BDA) vide L.P. No. PS/EM/EO-II/TA.3/N/05/2017-18 dated 28.07.2017 for construction of Residential Units / Villas in the name of M/s. Varin Infra Projects Private Limited in respect of the Schedule 'B' Property.
6. The parties have further agreed that the Second Party shall obtain a modified sanction plan in respect of the Schedule 'B' Property alone or by combining it with the Item No.2 and 3 of the Schedule 'A' Property and Sy.No.101 (new No. 101/1) and after obtaining the modified sanction plan, the parties herein shall enter into a separate Sharing Agreement as per the terms of the Joint Development Agreement dated 09.04.2015 in respect of the Item No.2 and 3 of the Schedule 'A' Property and the remaining share in the Schedule 'B' Property, all put together it will be saleable 35% of the total Developed plot area / site area / divided / undivided share and Villas to be constructed thereon to the Owner / First Party herein and saleable 65% of the total Developed plot area / site area / divided / undivided share and Villas to be constructed thereon to the Developer / Second Party herein.
7. In view of the foregoing, the Second Party is developing only 80826.00 Sq.ft. of area out of total plan sanctioned area of 107965.74 Sq.ft. and have left out 24653.09 Sq.ft. in the Schedule 'B' Property and the First Party and the Second Party are now desirous of earmarking their respective shares in aforesaid area, as per the terms of the aforesaid Joint Development Agreement dated 09.04.2015. The First Party has selected the Residential plots in which the Residential Villas are to be constructed which are morefully mentioned in Annexure-I and the Second Party has



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

selected the Residential plots in which the Residential Villas are to be constructed which are morefully mentioned in Annexure-II and the said Annexures shall form part and parcel of this Agreement.

8. The balance developed plot area of 27139.74 Sq.ft. and the balance area of 24653.09 Sq.ft. in the Schedule 'B' Property will be shared by both the parties according to the modified sanction plan to be obtained as aforesaid as per the terms agreed under the Joint Development Agreement dated 09.04.2015 by entering into a separate agreement which will be supplemental to this Sharing Agreement.
9. The First Party and the Second Party have mutually discussed and agreed to the aforesaid terms and are desirous of reducing the same into writing by entering into this Sharing Agreement.

**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 09.04.2015 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 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. PS/EM/EO-II/TA.3/N/05/2017-18 dated 28.07.2017 for construction of Residential Units / Villas in the name of M/s. Varin Infra Projects Private Limited in respect of the Schedule 'B' Property. Both the parties have agreed that the Second Party shall obtain a modified sanction plan in respect of the Schedule 'B' Property alone or by combining it with the Item No.2 and 3 of the Schedule 'A' Property and Sy.No.101 (new No.101/1).



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

3. The Second Party is developing only 80826.00 Sq.ft. of area out of the total plan sanctioned area of 107965.74 Sq.ft. and have left out 24653.09 Sq.ft. in the Schedule 'B' Property. Both the Parties hereto have earmarked their respective shares in the aforesaid area as per the terms of the aforesaid Joint Development Agreement dated 09.04.2015 and have specifically agreed that the Residential plots in which the Residential Villas are to be constructed as shown in Annexure - I to this Agreement is allotted to the share of the First Party herein and the Residential plots in which the Residential Villas are to be constructed as shown in Annexure - II to this Agreement are allotted to the share of the Second Party herein.
4. The balance developed plot area of 27139.74 Sq.ft. and the balance area of 24653.09 Sq.ft. in the Schedule 'B' Property will be shared by both the parties according to the modified sanction plan to be obtained by the Second Party as aforesaid by entering into a separate Sharing Agreement.
5. The Residential plots in which the Residential Villas are to be constructed as reflected in Annexure-I 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 Villas, in any manner as he deems fit.
6. Similarly, the Residential plots in which the Residential Villas are to be constructed as reflected in Annexure-II 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 Villas, in any manner as he deems fit. The said Annexures I and II shall form part and parcel of this Sharing Agreement.



For VARIN INFRA PROJECTS PVT. LTD.

  
DIRECTOR

7. The parties agree that the name of the building built in the Schedule Property shall be "ADARSH WISTERIA - Phase I" and said name shall not be altered at any time except by the Developer herein.
8. 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.
9. The First Party/ and 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 plots in which the Residential Villas are to be constructed falling to their respective share as owners.
10. The First Party or his 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 in his favour with respect to the Residential Villas to be built falling to his share.
11. 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.
12. This Agreement is made in two sets. The First Party and the Second Party each shall have one set each as original.



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

**SCHEDULE 'A' PROPERTY**

**Item No.1:**

All that piece and parcel of the property bearing Sy.No.100/3 (old No.100) measuring to an extent of 4 Acres 5 ½ Guntas and 6 Guntas of attached Kharab, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on :-

East by : Land bearing Sy.No.101;  
 West by : Land bearing Sy.Nos.103 & 99;  
 North by : Land bearing Sy.No.100/2 belonging to Mrs. Lubna Shah;  
 South by : Land bearing Sy.No.102 belonging to First Party herein, i.e., Item No.3 of the Schedule 'A' Property.

Item No.1 of the Schedule 'A' Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/147/2013-14, dated 19.12.2013.

**Item No.2:**

All that piece and parcel of the property bearing Sy.No.96/1 (old No.96) measuring to an extent of 2 Acres 27.25 Guntas, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on :-

East by : Land bearing Sy.Nos.50, 53, 54 & 55;  
 West by : Land bearing Sy.No.101;  
 North by : Remaining portion of the land bearing Sy.No.96 belonging to the First Party herein & 96/2 belonging to Mr. Syed Faheem Shah;  
 South by : Land bearing Sy.No.102, belonging to First Party herein, i.e., Item No.3 of the Schedule 'A' Property.

Item No.2 of the Schedule 'A' Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/144/2013-14, dated 19.12.2013.



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

**Item No.3:**

All that piece and parcel of the property bearing Sy.No.102 measuring to an extent of 6 Acres 20 Guntas, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on :-

East by : Land bearing Sy.Nos.48 & 51;  
 West by : Land bearing Sy.No.103;  
 North by : Land bearing Sy.Nos.100, 101 & 96;  
 South by : Land bearing Sy.No.104.

Item No.3 of the Schedule 'A' Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/145/2013-14, dated 19.12.2013.

SCHEDULE 'B' PROPERTY (Phase 1)

All that piece and parcel of the property bearing Sy.No.100/3 (old No.100) measuring to an extent of 4 Acres 5 ½ Guntas and 6 Guntas of attached Kharab, situated at Chikkagubbi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore Urban District and bounded on :-

East by : Land bearing Sy.No.101;  
 West by : Land bearing Sy.Nos.103 & 99;  
 North by : Land bearing Sy.No.100/2 belonging to Mrs. Lubna Shah;  
 South by : Land bearing Sy.No.102, belonging to First Party herein, i.e., Item No.3 of the Schedule 'A' Property.

The Schedule 'B' Property has been converted from agricultural to non-agricultural residential purpose, vide Conversion Order No. ALN(EBB)SR/147/2013-14, dated 19.12.2013.




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.  M. MASROOR. ALAM.  
#209, 4<sup>th</sup> 'B' Cross  
3<sup>rd</sup> Block, H.R.B.R. layout  
Kalyan Nagar. Blou-84.

  
FIRST PARTY

2.  S. Faeem Shah  
No 98, 1<sup>st</sup> floor  
DISPENSARY ROAD  
Bengaluru - 560001

For VARIN INFRA PROJECTS PVT. LTD.

  
SECOND PARTY  
DIRECTOR

:ANNEXURE - I: - Phase 1 (L/O Share)

All that piece and parcel of the Developed Plot Area measuring to an extent of 24664 Sq.ft., alongwith 25828 Sq.ft., of built-up area to be constructed in the Schedule 'B' Property as per the annexed sketch and the same is mentioned as below:

SL.NO.	VILLA NUMBER	PLOT AREA (in Sq.ft.)	BUILT UP AREA (in Sq.ft.)
1.	5	3509	3659
2.	7	2837	3037
3.	10	2186	2254
4.	11	2396	2728
5.	12	3247	3222
6.	14	2243	2258
7.	15	2748	2817
8.	16	2748	2817
9.	17	2750	3023
	<b>Total</b>	<b>24664</b>	<b>25815</b>

The First Party has agreed to sell Plot area of 3600 Sq.ft. with built up area of 3518 Sq.ft. to be constructed to the Second Party herein out of his share in the Schedule 'B' Property and has already received the entire sale consideration as per the Sale Agreement dated 02.02.2015 and both the parties have identified the aforesaid Plot as Plot No.20 and the same has been given to the Developer's share along with its entitled saleable 65% of developed plot area as detailed in Annexure II.



For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

**:ANNEXURE - II:** - Phase I (Developer Share)

All that piece and parcel of the Developed Plot Area measuring to an extent of 56162 Sq.ft., alongwith 51913 Sq.ft., of built-up area to be constructed in the Schedule 'B' Property as per the annexed sketch and the same is mentioned as below:

SL.NO.	VILLA NUMBER	PLOT AREA (in Sq.ft.)	BUILT UP AREA (in Sq.ft.)
1.	1	5536	3695
2.	2	3921	3659
3.	3	4000	3659
4.	4	3846	3659
5.	6	3173	3037
6.	8	2775	3037
7.	9	2480	2826
8.	13	3622	3700
9.	18	3438	3518
10.	19	3504	3518
11.	21	3636	3518
12.	22	3709	3518
13.	23	3773	3518
14.	24	5149	3533
15.	20	3600 taken out from the share of the First Party as detailed in Annexure - I	3518
	<b>Total</b>	<b>56162</b>	<b>51913</b>

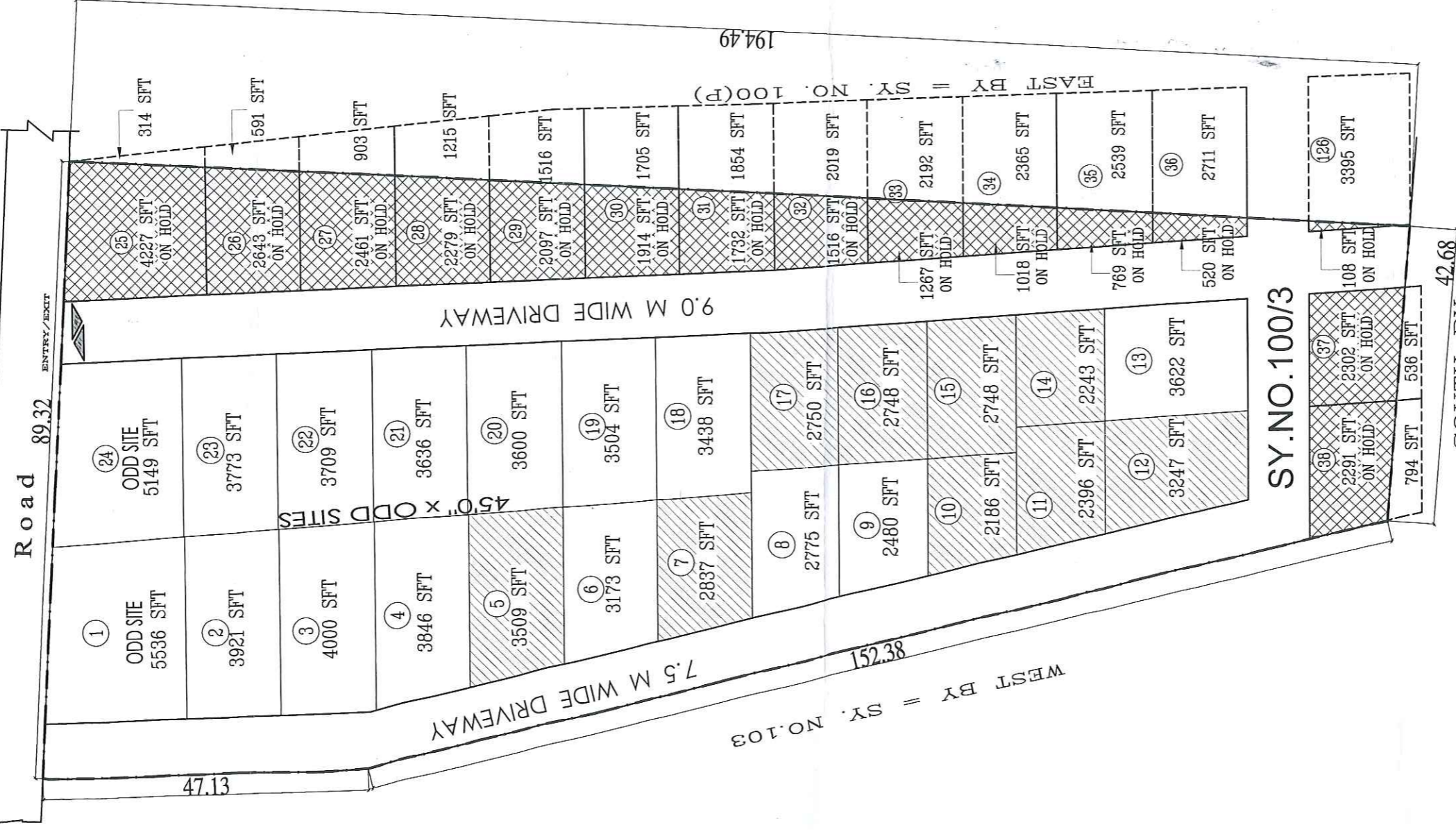


For VARIN INFRA PROJECTS PVT. LTD.



DIRECTOR

NORTH BY = SY. NO.100(P), 101(P)

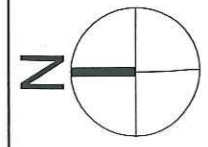


NET SITE AREA	= 13535.33 SMT = 3A - 13.78G (100 %)
TOTAL AREA OF DEVELOPMENT	= 10031.03 SMT = 107973.10 SFT (74.11 %)
DRIVEWAY AREA	= 3504.30 SMT = 37720.00 SFT (25.89 %)

VILLA NO.	PLOT AREA (IN SFT)
5	3509.00
7	2837.00
10	2186.00
11	2396.00
12	3247.00
14	2243.00
15	2748.00
16	2748.00
17	2750.00
TOTAL AREA	24664.00 SFT

VILLA NO.	PLOT AREA (IN SFT)
1	5536.00
2	3921.00
3	4000.00
4	3846.00
5	3509.00
6	3173.00
7	2837.00
8	2775.00
9	2480.00
10	2186.00
11	2396.00
12	3247.00
13	3622.00
14	2243.00
15	2748.00
16	2748.00
17	2750.00
18	3438.00
19	3504.00
20	3600.00
21	3636.00
22	3709.00
23	3773.00
24	5149.00
TOTAL AREA	80826.00 SFT

ON HOLD VILLAS	
VILLA NO'S.	PLOT AREA (IN SFT)
25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 126	
TOTAL AREA	27139.74 SFT



*Jalal*

SOUTH BY  
SY. NO.102  
**LAYOUT PLAN**

**ADARSH WISTERIA - PHASE - 1**

**OWNER'S SHARE**