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ಹಿ.ಬಿ.ನೋ. ಕ್ರೀಡಾಪುರಂ.

ದೃಢೀಕರಣ
Relationship Properties
Private Limited Bangalore
D.D.No: 048274 Axis Bank Ltd. Date: 28/3/11
Mallapuram Branch Bangalore
₹ 1,50,000/- One Lakh Fifty Thousand and Only
Receipt No. 1305.
ಆಧಾರ್ ಕಾರ್ಡ್ ಮತ್ತು ಅದರ ಮೊದಲ ಪುಟವನ್ನು ಈ
ಮಾಹಿತಿಗಳ ಮೇಲೆ ದೃಢೀಕರಿಸಲಾಗಿದೆ.
ಸ್ಥಳ: ಬೆಂಗಳೂರು
ಮುಖ್ಯ ಅಧಿಕಾರಿ
ಅಧಿಕಾರವಹಿಸಿ
ಕ್ರೀಡಾಪುರಂ.

This Agreement is entered into at Bangalore on 28th March, Two Thousand and Eleven (28.03.2011)

BY AND BETWEEN

1. **ETA Star Infopark**, a partnership firm, having its registered office at Unit Nos.501 & 502, Fifth Floor, Front Wing, North Block, Manipal Centre, # 120 (Old No.47) Dickenson Road, Bangalore 560 042 represented by its partner **ETA Star Property Developers Limited** by its **Managing Director Mr.Ashraf A.R. Buhari** vide the partners resolution dated 28th March, 2011, (hereinafter referred to as "First Landowner", which term shall, wherever the context so required, include its partners from time to time and their respective heirs, executors administrator and successor in title in case of company and permitted assigns).
2. **ETA Karnataka Estates Limited**, having its registered office at Fourth Floor, "Chennai Citi Centre", # 10 & 11 Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004 and one of its place of business at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore-560 042 represented by its **Authorised Signatory, Mr. PHM Syed Ismail**, vide the resolution dated 12th December 2010 (hereinafter referred to as "Second Landowner", which term shall, wherever the context so for **ETA STAR INFOPARK** For **ETA Karnataka Estates Ltd.**

Partner

Authorised Signatory
For

ETA CONSTRUCTIONS (INDIA) LIMITED
For Relationship

Relationship Properties Pvt. Ltd.
Authorised Signatory

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ಹಿ.ಉ.ನೋ. ಶ್ರೀರಾಮಪುರಂ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮೊಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ


1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Relationship Properties Private Limited Rep by its Authorized Signatory Mr. Makarand Desai . . . ಇವರು 150000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಉಬ್ಬುಚ್ಚು	150000.00	An amount of Rs. 1,50,000/- is all ready remitted through Adjudication bearing Receipt No. 1305 dt 28-3-2011 In office Sub Registrar, Sirampuram, Bangalore.
ಒಟ್ಟು :	150000.00	

ಸ್ಥಳ : ಶ್ರೀರಾಮಪುರಂ

ದಿನಾಂಕ : 31/03/2011


ಉಪ-ಮೊಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಶ್ರೀರಾಮಪುರಂ, ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC ACTS Pune.

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required, include the said party's successors-in-interest, and permitted assigns,)

3.ETA Constructions (India) Limited, having registered office at Fourth Floor, "Chennai Citi Centre", # 10 & 11 Dr.Radhakrishnan Salai, Mylapore, Chennai 600 004 and one of its place of business at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore-560 042 represented by its Authorised Signatory, **Mr. Mohamed Maraikayar** vide resolution dated 10th December 2010_(hereinafter referred to as "Co-Developer/ Agreement Holder", which term shall, wherever the context so required, include the said party's successors-in-interest and permitted assigns,).

AND

, **RELATIONSHIP PROPERTIES PRIVATE LIMITED**, a company governed by the provisions of Companies Act, 1956 and having its registered office at 70, Nagindas Master Road, Fort, Mumbai- 400 023, and represented by its authorized signatory , Mr. Makarand Desai

Vide resolution dated 27thMarch 2011 (hereinafter referred to as "Developer", which term shall, wherever the context so required, include the said party's successors-in-interest, assigns, and agents)

WHEREAS, the First Land Owner has represented that it is the sole and absolute owner in possession and in enjoyment of the land measuring about 42.000 acres situated at Municipal No. 1/1, Hosakere Road, Ward No. 29, Binnypet which is more fully described in Schedule A hereunder and hereinafter referred to as Schedule A Property , the First Land Owner having acquired the same by way of capital contribution from the Second Land owner as detailed in Annexure-1 hereto.

for ETA STAR INFOPARK

Partners

For ETA CONSTRUCTIONS (INDIA) LIMITED
AUTHORISED SIGNATORY

For ETA Karnataka Estates Ltd.

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory



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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 3523

ಹಿ.ಉ.ನೋಡಿ. ಕ್ರೀಡಾ ಮೈಪುರಂ.

ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ ಶ್ರೀರಾಮಪುರಂ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-03-2011 ರಂದು 04:04:38 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	15000.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	1800.00
	ಒಟ್ಟು :	16800.00

ಶ್ರೀ Relationship Properties Private Limited Rep by its Authorized Signatory Mr. Makarand Desai . . ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Relationship Properties Private Limited Rep by its Authorized Signatory Mr. Makarand Desai . .			For Relationship Properties Pvt. Ltd. Authorized Signatory

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಶ್ರೀರಾಮಪುರಂ, ಬೆಂಗಳೂರು.

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Relationship Properties Private Limited Rep by its Authorized Signatory Mr. Makarand Desai . . (ಬರೆಸಿಕೊಂಡವರು)			For Relationship Properties Pvt. Ltd. Authorized Signatory
2	ETA Star Infopark rep by its Partner Eta Star Property Developers Ltd by its Managing Director Mr. Ashraf A.R. Buhari. . . (ಬರೆದುಕೊಂಡವರು)			for ETA STAR INFOPARK Partner

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಶ್ರೀರಾಮಪುರಂ, ಬೆಂಗಳೂರು.

1ನೇ ಹಂತದ 3523 ಚದರವೇಳೆ 5
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ಹಿ.ಉ.ನಿ.ಸಿ. ಕ್ರೀಡಾಭಿವೃದ್ಧಿ.

WHEREAS, the Second Land Owner has represented that he is the sole and absolute owner in possession and in enjoyment of the land measuring about 10.8337 acres situated at Municipal No. 1, Hosakere Road, Ward No. 29, Binnypet which is more fully described in Schedule B hereunder and hereinafter referred to as Schedule B Property the Second Land Owner having acquired the same by virtue of scheme sanctioned by the Board for Industrial and Financial Reconstruction, with respect to M/s Binny Ltd as detailed in Annexure-2 hereto.

WHEREAS, the Second Land Owner and the Co-developer herein have entered into Joint Development Agreement dated 2nd August 2010 bearing registered document No. 1355/2010-11 in CD No. SRID 94 registered in the office of the Sub-registrar, Srirampuram, Bangalore in respect of Schedule B Property.

WHEREAS the Second Land Owner has executed General Power of Attorney in favour of Co-Developer dated 2nd August 2010 bearing document No. 19/2010-11 CD No. SRID 94 registered along with the said Joint Development Agreement in respect of schedule-B property.

WHEREAS part of Schedule-B property with an extent of 5.04 acres which is more fully described in Schedule C hereunder and hereinafter referred to as Schedule C property which will be agreed to be developed by the Developer herein.

for ETA STAR INFOPARK,


Partner,


For ETA Karnataka Estates Ltd.


Authorised Signatory

For ETA CONSTRUCTIONS (INDIA) LIMITED,



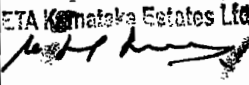


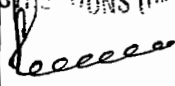

AUTHORISED SIGNATORY

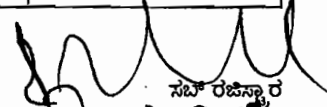
For Relationship Properties Pvt. Ltd.


Authorised Signatory

1 ನೇ ಪ್ರಸ್ತುತದ 3523 ದಸ್ತಾವೇಜಿನ 6 ನೇ ಪುಟ
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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚಿನ ಗುರುತು ಹಿ.ಉ.ನೋ. ಕ್ರೀಡಾಮುಖರಂಗ	ಸಹಿ
3	Eta Kamataka Estates Limited Rep by Its Authorised Signatory Mr. PHM Syed Ismail. . (ಬರೆದುಕೊಡುವವರು)			For ETA Kamataka Estates Ltd  Authorised Signatory
4	Eta Constructions (India) Limited Rep by Its Authorised Signatory Mr.Mohamed Maralkayar . . (ಬರೆದುಕೊಡುವವರು)			For ETA CONSTRUCTIONS (INDIA) LIMITED  AUTHORISED SIGNATORY


ಸಹಿ ರಜಿಸ್ತಾರ
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಕ್ರೀಡಾಮುಖರಂಗ, ಬೆಂಗಳೂರು.

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WHEREAS the Second Land Owner and the Co-Developer shall modify within 30 days hereof the said Joint Development Agreement dated 2nd August, 2010 bearing no. 1355 / 2010-11 in CD No. SR I D 94 and power of attorney dated 2nd August 2010 bearing document No. 19/2010-11 CD No. SR ID 94 both registered in the office of the Sub Registrar Srirampura Bangalore whereby the development rights of the Co-developer shall be entitled to develop 30% FAR in Schedule B property to be developed on the part of the Schedule B property shown in the Schedule D hereto in view of the fact that the remaining extent of 70% FAR is being made available by the Second Landowner and the Co-Developer to the Developer herein.

WHEREAS in the remaining area of 5,7937 acres of schedule-B property the Second Land Owner and the Co Developer have assured and represented that the Schedule "D" Property shall be developed only as Commercial / shopping by the Co-Developer and the same is not a part of this Agreement,

WHEREAS the First Land Owner and the Second Land Owners being desirous of developing the Schedule "A" and "C" Property negotiated the Developer herein who have the necessary expertise in development and marketing of build up area , and based on the said negotiations the Parties hereto entered in two Term Sheets dated 23.12.10 and 8.1.11 for the development of the Schedule "A" and "C" , based on the representations of the Parties which were made therein and which representation as still valid and subsisting

WHEREAS in continuation of the said Term Sheets the parties have agreed to enter into this Agreement to develop the Schedule "A" and "C" Property on the terms and conditions contained herein based on the mutual representation and warranties and the terms agreed herein.
for ETA STAR INFOPARK,

Partner,

For ETA CONSTRUCTIONS (INDIA) LIMITED
AUTHORISED SIGNATORY

For ETA Karnataka Estates Ltd.

Authorised Signatory

For Relationship Properties Pvt. Ltd.

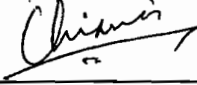

Authorised Signatory

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
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ಸೇಪುಟ

ಗುರುತಿಸುವವರು




ಪಿ. ರಾ. ಸೋ. ಪ್ರಾಂಶುಪಾಲರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Chinmai Bhat. No 501 & 502, 5th floor, Front Wing North Block, Manipal Center 47, Dickenson Road, Bangalore	
2	Pratap.K.A. No 501 & 502, 5th floor, Front Wing North Block, Manipal Center 47, Dickenson Road, Bangalore	

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಪ್ರಾಂಶುಪಾಲರು, ಬೆಂಗಳೂರು.

There is No Diffirence Between Original and Duplicate Copy.

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಪ್ರಾಂಶುಪಾಲರು, ಬೆಂಗಳೂರು.

<p style="text-align: center;"></p> <p style="text-align: center;">1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ SRI-1-03523-2010-11 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ SRID102 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 31-03-2011 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p style="text-align: center;"> ಪಿ. ಸುರೇಶ್ ಸಬ್ ರೆಜಿಸ್ಟ್ರಾರ್ (ಪ್ರಾಂಶುಪಾಲರು)</p>	<p style="text-align: center;"></p>
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Designed and Developed by C-DAC, ACTS, Pune

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಪ್ರಾಂಶುಪಾಲರು, ಬೆಂಗಳೂರು.

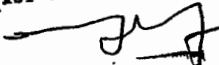
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ಹಿ.ಉ.ನೋ. ಶ್ರೀರಾಮಪುರಂ.

NOW THEREFORE, THIS AGREEMENT WITNESSES AS UNDER

- 1.1 The First Land Owner and the Second Land Owner and the Co-Developer agree to permit the Developer to develop the Schedule "A" and "C" Property (also referred to as the Project Land/ s) in terms of this Agreement subject to the Developer paying the Refundable Deposit as set out hereinbelow, and subject also to the Developer paying over to the Land Owners the Net Revenues, and fulfilling its other obligations herein contained, in the manner set out in this Agreement.
- 1.2 For the purposes of this Agreement, the following terms wherever used in the capitalized format, shall unless the context otherwise requires have the meaning set forth below:

"BBMP"	Means the Bruhat Bengaluru Mahanagar Palike, and any successor body(ies) thereof.
"BDA"	Means the Bangalore Development Authority, and any successor body(ies) thereof.
"Contract Year or the Year"	Shall be reckoned 365 days after the Developer has been given license for development of the Project Lands and thereafter at the end of each 365 days .
"Co-Developer"	Shall mean M/s ETA Constructions (India) Limited and includes its successor in title and permitted assigns

for ETA STAR INFOPARK


Partner

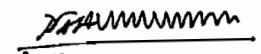
For: ETA CONSTRUCTIONS (INDIA) LIMITED

AUTHORISED SIGNATORY


5
For ETA Karnataka Estates Ltd.


Authorised Signatory

For Relationship Properties Pvt. Ltd.


Authorised Signatory

ಹಿ.ರಾ.ಸೂರಿ, ತ್ರಿಶೂಲಪುರಂ.

6 | for ~~ETA STAR INFO PARK~~
 | 
 | Partner

2 May 2

Authorized Signature

For ETA CONSTRUCTIONS (INDIA) LIMITED

[Signature]

AUTHORISED SIGNATORY

For Relationship Properties Pvt. Ltd.

ಹಿ.ಉ.ನೋ. ಕ್ರಿಯಾವಿಧಾನ

"Excluded Revenues"	Shall mean the following:- (i) statutory charges payable by the customers including but not limited to service tax and Value Added Tax or any future applicable taxes by whatever name called, if any, (ii) any payments /contribution received from the customers towards stamp duty, registration fees, (iii) deposits received to be made with the authorities towards electricity or water and sewerage, on behalf of Buyers (iv) advance maintenance charges, (v) Society / association fund collected, (vi) any advance towards membership subscription, (vii) any sort of refundable deposit received, (viii) any reimbursements that are received from the unit purchasers that are to be passed on to statutory authorities as provided in law.
"FAR"	Means Floor Area Ratio, as that term is defined a) in the Bangalore Mahanagar Palike Bye Laws of 2003 and/or b) as per any other rules which is latest applicable bye laws in and /or with external letters / revised Master Plan 2015 issued by BDA and approved in Govt. vide G.O. No.UDD540 BEM-AASE 2004 dated 25.06.2007.or the area approved in the development plan referred in recital above for "Development Plan"; or (c) such other ratio as may be from time to time authorized/allowed by BBMP/BDA.
"First Landowner"	Shall mean ETA Karnataka Estates Limited and includes its successor in title and permitted assigns.
"Force Majeure"	Shall have the meaning given to such term in Clause 13.3 hereof;
"Landowners"	Shall mean the First Land Owner and Second Land Owner .
"Landowners' Account"	Shall mean that account that would be notified by the Land Owner to the Developer.

for ETA STAR INFOPARK

7

Partner,

For ETA Karnataka Estates Ltd.

Authorised Signatory

ETA CONSTRUCTIONS (INDIA) LIMITED

AUTHORISED SIGNATORY

For Relationship Properties Pvt. Ltd.

Authorised Signatory

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"Landowners' Revenue Share"	Shall mean 31% of the Net Revenues on the basis of the usage of the full FAR in respect of the Project Land, plus loading, as applicable.
"Minimum Average Rate"	Shall be Rs. 4800/- per square foot of Saleable Area reckoned at the end of the 8 years as detailed in clause 8.
"Mortgage Proceeds"	Shall have the meaning ascribed to such term in Clause 5(d) hereof;
"Net Revenues"	shall mean proceeds of the sale of the residential units / lease or any other form of commercial exploitation of the residential units, car parking spaces and receipts for club development charges being the non refundable deposit towards club memberships, charges received in relation to infrastructure and any other charges such as amounts received towards electricity, water and sewerage installations but does not include any Excluded Revenues.
"Nominated Bank"	Shall have the meaning given to the said term in Clause 7.3 below;
"Party" or "Parties"	Shall mean the First Land Owner , the Second Land Owner, the Co Developer and the Developer when referred together shall be Parties and individually Party .
"Primary Account"	Shall have the meaning given to the said term in Clause 7.3 below.
"Pro Rata Adjustment"	Shall have the meaning given to such term in Clause 7.2 below;
"Project"	Shall mean the project for development of the Project Lands in accordance herewith as would be got approved by the Developer, subject to adherence of the FAR as approved by BDA;
"Project Lands"	Shall mean, collectively, the Schedule A Property and the Schedule C Property
"Projected Revenues"	Shall mean the projections of Net Revenues that the Project is expected to yield to the Land Owners, and as enumerated in Annexure-4 hereto.
"Projected Revenue Shortfall"	Shall have the meaning given to such term in Clause 7.8 hereof;
"Realization Mechanism"	Shall have the meaning given to such term in Clause 3.10 hereof;

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For ETA STAR INFOPARK

Partner,

For ETA Karnataka Estates Ltd.

Authorised Signatory

For ETA CONSTRUCTIONS (INDIA) LIMITED

AUTHORISED SIGNATORY

For Relationship Properties Pvt. Ltd.

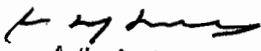
Authorised Signatory

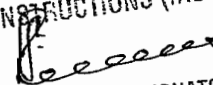
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"Refund Schedule"	Shall refer to refund of the Refundable Deposit paid by the Developer to the Landowners as detailed in Clause 3.8 hereto.
"Refundable Component"	Shall have the meaning given to such term in Clause 3.8 hereof;
"Refundable Deposit"	Shall refer to the deposit paid by the Developer to the Landowners in accordance with Clause 3 hereof.
"Representations"	Shall refer to the representations made by the Landowner , Co Developers and the Developer respectively in Clause 9 hereof.
"Saleable Areas"	Shall mean all areas on the Project Lands which can be commercially exploited in terms of the plan to be sanctioned by the concerned authority with an area capable of being loaded as per the market practice and as approved by the project architect, but shall not include area which are customarily and statutorily not allowed to be loaded for sale.
"Schedule A Property "	Shall mean the lesser of the area shown in the title deed, BBMP khatha or the revenue survey and approximately admeasuring 42.000 acres and more fully set out in the Schedule "A" hereto;
"Schedule B Property"	Shall mean the lesser of the area shown in the title deed, BBMP khatha or the revenue survey and approximately admeasuring 10.8337 acres and more fully set out in the Schedule "B" hereto;
"Schedule C Property"	Shall mean the an area admeasuring 5.040 acres and more fully set out in the Schedule "C" hereto
"Schedule D Property"	Shall mean the balance of the area of the Schedule "B" Property after deducting the area of the Schedule "C" Property and set out in the Schedule "D" hereto;
"Specifications"	Means specifications for the development of the Project, as set out in Annexure – 5 hereof.

9 | 
Partner

For ETA Karnataka Estates Ltd.


Authorised Signatory

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"Start Date"	Shall have the same meaning assigned in clause 3.2
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1.3 The Parties hereto agree to the following provisions in the matter of construction:

1.3.1 Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders and regulations for the time being made pursuant to it or deriving validity from it.

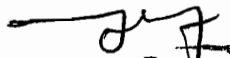
1.3.2 The meanings set forth for defined terms in this Agreement and all pronouns shall be equally applicable to both the singular and plural, masculine, feminine or neuter forms as the context may require.

1.3.3 All references in this Agreement to Schedules and Annexures are to schedules and annexures in or to this Agreement unless otherwise specified therein. The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include" "including" and "among other things" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import.

1.3.4 References in this Agreement to any agreement or document shall be deemed to include references to such agreement or document as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any contemporaneous documents executed in connection therewith, except as otherwise provided in this Agreement.

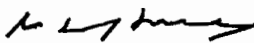
1.3.5 References to writing include printing, typing, lithography and other means of reproducing words in visible form.

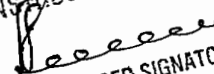
for ETA STAR INFOPARK


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For Relationship Properties Pvt. Ltd.

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2.2 MARKETING RIGHTS

The Developer shall have the absolute rights of sales & marketing of Saleable Areas as per Annexure-4 and the same will be subject to the plan being sanctioned and such loading to be finalised by the Developer at its sole discretion.

The Developer shall be entitled at its discretion to commence the marketing of the Saleable Areas in such manner as it sees fit.

The Developer shall commence commercial exploitation of the Saleable Areas at the earliest possible time subject to the plans being sanctioned and the Landowners having made available the Project Lands free of any structures with good and marketable title, except the labour shed and the warehouse structure (hereinafter, "**the Permitted Structures**"), so that the Projected Revenues are met.

All Net Revenue received of the commercial exploitation of the Saleable Areas shall be received in cash, and shall be deposited into the Primary Account.

2.2 DEVELOPMENT PLAN

The Landowners herewith deliver unto the Developer the overall plan covering the total extent of 52.8337 Acres (including the Project Lands), duly approved by the BDA, indicating there within the areas reserved for open space and parks. The Developer acknowledges receipt of the same. This overall plan is annexed hereto as Annexure-3.

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3. MAKING OF THE REFUNDABLE DEPOSIT

3.1 The Developer having completed its due diligence on title , and obtained the permission of the Land Owners and Co Developer (by way of license) to enter upon the Project Land. The Developer shall pay the Refundable Deposit of Rs. 180,00,00,000/- to the First Landowner and Refundable Deposit of Rs. 32,00,00,000/- to the Co Developer as directed by the Second Landowner. The date on which the Land Owners and Co Developer realizes the Refundable Deposit in full shall be the "Start Date" for all purposes of this Agreement.

3.2 The Realization Mechanism :

A) 15 days before the expiry of each of the Year commencing from the 2nd to the 8th years, the Parties shall jointly reckon the total sum of the Land Owners Revenue Share realized in that year, and the total sum of the Pro Rata Adjustment realized by Developer in that year.

B. If Landowners' Revenue Share is less than the Refundable Component, then, the amount to be paid by the Land Owner to the Developer shall be reduced to the quantum of the actual Landowners Revenue Share and the balance of the Refundable Component of that Year shall be recovered out of the Net Revenue of the subsequent year(s) before any amounts are disbursed to the Landowners.

C. The Pro Rata Adjustments shall be limited to the extent of the Refundable Component during that Year once the same is reached during the Year including any arrears of the previous years .

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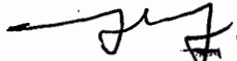
D. After the adjustments in sub-clauses (B) and (C) above, the Parties shall identify whether there is any shortfall or overpayment, with respect to the Refundable Component.

E. If there is a shortfall in the Refundable Component, then, the Landowners shall be obligated to pay the shortfall sum to the Developer, on the date of the expiry of the 2nd to 8th years, provided that the overall sums received by the Land Owners is in excess of the Refundable Component of the year.

(For example:

SL.NO.	SCENARIO IN CLAUSE 3.10	YEAR	TOTAL PROJECT REVENUE REALIZED (IN RS. CRS.)	REVENUES TO ETA	AMOUNT RECOVERED THROUGH REALIZATION MECHANISM	REFUNDABLE PORTION AS PER SCHEDULE	FURTHER SUM REFUNDABLE	EFFECT
1	B	2	40.00	12.40	1.86	21.20	10.54	Since the monies available from ETA's share of the Net Revenues are insufficient, there is a shortfall of Rs.8.80 Crores, from out of the total refundable portion of Rs.21.20 Crores. The differential of Rs.8.80 Crs shall be carried forward
2	C	2	460.00	142.60	21.20	21.20	0.00	The amount recoverable is capped by the figures specified in the Schedule, excepting if there is a carry-forward from the previous year.
3	E	3	150.00	46.50	6.98	42.40	35.42	Since sufficient monies are available from the ETA's share of the Net Revenues, ETA will pay the further sum.

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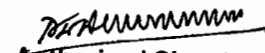
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3.3 Notwithstanding anything contained in Clause 3.4 and 3.5, the refund of the Refundable Deposit, in any Year, will not exceed the Landowners' Revenue Share received in that Year through the Realization Mechanism and the difference would be carried forward to the next Year.

3.4 The Landowners declare that there are no occupants of the Project Land as on date of any kind. The Landowners further declare that only the Permitted Structures exist upon the Project Land which are agreed to be retained by the Landowners for the use of the Developer in their development of the Project Lands:-

i. Ware houses measuring an extent of 61,589 sft

ii. Vacant labour shed which the Developer will be entitled to utilize the same without any payment and the Developer would be at their discretion demolish the same .

3.5 The Landowners have agreed that the Developer will be entitled to at its discretion demolish the Permitted Structures at their cost without being liable to account for the salvage of the demolished structure or without being liable to pay any amounts to the either of the Landowners on such demolition.

3.6 Accordingly, the Parties agree that Landowners shall permit the Developer to enter upon the Project Land (by way of license), including the Permitted Structures mentioned hereinabove.

3.7 The Refundable Deposit will be repayable by the Landowners as per the Refund Schedule. The obligation to make such refunds shall be shared between the First Land Owner and the Second Land Owner and the Co-Developer , in the ratio of 85% : 15% respectively. The sum refundable as per the Refund Schedule as of the 2nd, 3rd, 4th, 5th, 6th, 7th and the 8th years shall be pro-rated as between the Landowners as above. However, as the Landowners recognize that as the development of the Schedule "A" Property and the Schedule "C" Property may not proceed simultaneously the Parties have agreed, for the sake of convenience, to determine the Landowners refund obligations on a joint basis. Thus, the Developer shall have only the right to get refund of the composite annual refundable sum ("the Refundable Component"), without reference to the specific pro-rated amount refundable by each Landowner. The Parties have agreed to the

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mechanism of realization of this Refundable Component (hereinafter, "the Realization Mechanism") as set out below .:

3.8 The Developer shall have the obligation to carry out the development of the Project in such manner so as to ensure that at the end of the 8 year period, the Project Land A and Schedule C Property are fully developed, as set out herein below.

4. OBLIGATIONS OF THE PARTIES

The following are the general obligations of the Parties. These are in addition to, and not in derogation of, the obligations cast upon them, and the rights conferred upon them, elsewhere in this Agreement.

4.1 OBLIGATIONS OF THE DEVELOPER

- a. The Developer shall develop the Project Lands in accordance with law, and subject to the Specifications as per Annexure-5 attached hereto.
- b. The Developer shall submit plans for development of the Project Lands, in accordance with the Development Plan or such modification that the Developer would have made to the Development Plan issued by the BDA, subject to approval of the statutory authorities.
- c. The Developer shall within 12 weeks of the receipt of plan approvals, commence the development in accordance with the plan approvals,
- d. The Developer shall ensure that the Project yields revenues to the Landowner as set out in Clause 7 below.

Developer shall take due care and diligence and follow prudent norms in constructing and completing the development and construction of the Project in accordance with good industry practice i.e. by exercising that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reputed, skilled and experienced developer and applying the standards generally adopted by developers in the development of residential and commercial building/s to be developed in accordance with the sanctioned plans and Specifications set out herein.

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- f. Developer shall be solely responsible and liable for any defect during the defect liability period which would be offered by the Developer to the prospective purchaser ,of the structural defects in the building/s constructed by Developer in the Project.
- g. Developer shall at its own cost and expense have all the plans for each part of the Project sanctioned and obtain all permissions, consents and approvals which are required to be obtained from all the authorities (including BDA and BBMP) for the development of the Project on the Project Land.
- h. The Developer has the obligation to ensure that the Project yields to the Landowners at least the Minimum Average Net Revenue in respect of the commercial exploitation of the Landowners Share, over the lifetime of the Project.
- i. All deposits, premium, charges and fees, etc. that may be payable to the concerned authorities for the purposes of obtaining any permissions and sanctions in connection with the construction and development of the Project to be developed on the Project Land and carrying out construction thereon and premium and charges payable shall be borne and paid by Developer alone. However if there are any betterment charges payable prior to this date shall be paid by Landowners, but if there is any betterment charges for the sanctioning of the plan the same shall be borne by the Developer.
- j. The fees, charges, expenses and all other costs of the architects, all consultants, contractors/sub-contractors and all other agents and persons to be engaged by Developer in connection with the development and construction of the Project to be developed on the Project Land as also all expenses relating thereto that may be required to be incurred shall be borne and paid by the Developer alone.

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- s. Developer shall be responsible for the acts, defaults and neglects of all sub-contractors and all its and their agents, servants or workmen or any of them as if they were the acts, defaults or neglects of the Developer under the terms of this Agreement.
- t. In the event of termination for any reason whatsoever, Landowners may at use and/or appoint any of the sub-contractor hitherto engaged by the Developer and Developer agrees that there shall be no prohibitory clause restraining the same, in any of the contracts with its Sub-Contractors.
- u. All outgoing taxes, cess, rates and other charges which shall be payable in respect of the Project Lands including property tax, from the date of execution of this Agreement shall be borne and paid by Developer.
- v. Developer shall be liable and responsible to all the third party purchaser during the defect liability period provided in the third party purchaser agreements
- x. The Developer shall indemnify and keep indemnified the Landowner and save harmless the Landowners and/or its nominee/s or any one claiming through the Landowners, from and against any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) (collectively, "loss") relating to or arising out of -

(i) any of the representations made and assurances given by the Developer being found to be not correct or untrue or false or misleading;

(ii) any breach by or of the Developer of the terms and conditions herein;

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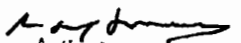
- c. That the Landowners shall be responsible for keeping the title of the Project Land good and marketable and the Landowners shall respond to any claims that would be raised by any person claiming any rights in the Project Land and the Landowners shall be responsible to answer all such claims and resolve the same as soon as possible. The Landowners are fully aware that any delay in resolving any such claims, may adversely affect the development in its time lines, and also the Developer would be incurring losses. All Developer's obligations towards completion time of the Project and 3rd, 5th and 7th year cumulative Net Revenue obligations will be extended, in the event of any delay in resolving any such issue which stops construction or such restraining orders being passed. The extension of time will only be to the extent of time to resolve any such issue or that such restraining orders were in force and subsisting.
- d. The Landowners shall not interfere in the development of the Project Lands , though the Landowners will be entitled to inspect the construction works in terms of clause 6 hereof .
- e. That the Landowners shall not in any manner seek encumber the Project Lands nor will they create any Encumbrance on the Project Lands.
- f. The Landowners shall on reasonable request being made execute such documents and deeds as may be required by the authorities for the sanction of plan and issuance of no objection certificate , though the Landowners have this day executed the power of attorney in favour of the Developer.
- g. The Landowners shall immediately inform the Developers of any circumstance or event having occurred which would in any manner affect any of the representations or warranties given by the Landowners and the Landowners shall immediately take action in this regards so that the representation and warranties remain unaffected.

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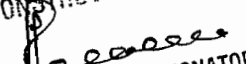

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- h. The Landowners shall immediately inform the Developers if there is any change in constitution of the Landowners or either of them or there being any change in the control of the Landowner company.
- i. The Landowners shall indemnify and keep indemnified the Developer and save harmless the Developer and/or its nominee/s or any one claiming through the Developer, from and against any and all actions, suits, claims, proceedings, costs, damages, judgments, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements) (collectively, "loss") relating to or arising out of -
- (i) any of the representations made and assurances given by the Landowners and/or either of them being found to be not correct or untrue or false or misleading;
 - (ii) any breach by or of the Landowners of the terms and conditions herein;
 - (iii) any act, omission or conduct of or by the Landowners or any of their employees or agents as a result of which, in whole or in part, the Developer and/or its nominee/s is/are made a party to, or otherwise incurs any costs, charges, expenses, losses and/or damages pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct;
 - (iv) contravention of any Law and/or rules and/or regulations and/or conditions impacting Landowners' title to the Project Lands.

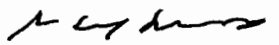
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- (v) due to the defect in title of the Landowners to the Project Land or the Landowners failure to keep the title to the Project Land free and marketable or if any of the assurance and or the representation being inaccurate.
- (vi) from and against any liability on account of their respective commercial dealing or income tax, sales tax and any other liabilities of direct and/or indirect taxes, which impact Landowners' title to the Project Lands such that the Project is not impacted .
- k. If for any of the above reasons any such claims are raised and not resolved the same shall be a charge on the Landowners share of the Net Revenue . Any delay in resolving such claims affecting the progress of the Project, the Developers will be entitled to additional period of construction without payment of any penalty;
- j. The Landowners shall on the execution of this Agreement also execute in favour of the Developer a power of attorney to make all the necessary applications , secure plan sanction.
- k. In addition the Landowners shall also execute in favour of the Developer a power of attorney to empowering them to enter into agreement with the prospective purchasers of the constructed premises. The authority to transfer the undivided share in the Project Land shall be only exercised after the Developer having secured occupation certificate for the respective blocks and conveying the undivided share shall be subject to the terms of the Power of Attorney. .
- k. Neither of the Landowner of the Schedule A or the C Property claim any amounts independent of each other as the calculation and the scheme of development and distribution has been arrived such that both the Landowners receive Revenues from the sale of any constructed area of Schedule "A" and "C" Property;
- l Neither of the Landowners during the subsistence of this agreement may revoke or suspend any of the authorities granted to the Developer;

for ETA STAR INFOPARK
Partner

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- m. Subject to the provisions hereof, and for so long as the Developer is not in breach of its payment obligations herein contained, the Landowners hereby agree declare confirm and covenant that they shall render all co-operation to the Developer and/or its nominee/s to enable the Developer and/or its nominee/s to carry out the development of the Project Land and the marketing of the built area in accordance with the terms of these presents and for that purpose the Landowners shall, whenever reasonably required so to do, from time to time and at all times hereafter, do all acts, deeds, matters and things and execute and sign or cause to be executed and signed all such letters, forms, applications, deeds, declarations, documents, writings and papers, if any, for more perfectly securing, assuring and effectually permitting the Developer and/or its nominee/s to develop the Project land and to market the built up area.
- n. The Landowners will make its best efforts and assist the Developer to amend the block development plan for the Project Land to reduce the open space and park area of not more than 5.28 acres (first modification) within 4 months from signing of this Agreement. Any time taken by the Developer for securing such first modification of the Development Plan from the BDA shall result in extending the time limits applicable, provided that such extension shall not under any circumstance exceed 6 months. All costs and expense in respect of such modification shall be borne by the Developer the beyond 4 months period stated above.

5. RIGHTS OF DEVELOPER DURING DEVELOPMENT

5.1 From the Start Date, and during the validity of the Agreement, and for so long as the Developer is not in breach of his obligations herein contained, the Developer shall be entitled to the following rights:

(a) The Landowner shall grant licence to the Developer for bringing his men, material and plant and equipment for development on the Project Land for the construction and development of the proposed Project to utilize the permissible FAR available on the said Land.

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(b) Absolute right to decide on all aspects of development including concept and design, construction of the said Land. The master plans shall be determined by the Developer in consultation with the Landowners before submission to the statutory authorities. The Developer and the Landowner have agreed for minimum required specification as per **Annexure-5** attached. Changes in Concept and Design shall be informed to the Landowners and in case of any disagreement the decision of the Developer shall be final in this regard.

(c) Absolute rights of sales & marketing of Saleable Area and the same will be subject to the plan being sanctioned and such loading to be finalized by the Developer on the plan being sanctioned in the development on the Project Land shall be solely done by the Developer. The Parties agree that ordinarily outright sale shall be resorted to, and other means of commercial exploitation shall be resorted to only where outright sale is impossible or impracticable, and after obtaining Land Owners' consent.

(d) The Developer shall have absolute right to market the Saleable Areas in such manner as they deem fit, and also to determine the mode of commercial exploitation thereof.


(f) The Developer will be entitled, wherever applicable, to reimburse itself from the flat purchaser / owners of the amounts towards taxes which are capable of being reimbursed.

(g) The Developer will be entitled to recoup the Refundable Deposit in the manner set out in Clause 3 above.

(h) The Developer based on the document of title that has been furnished and the assurance and representations given by the Landowners as set out herein the Developers have accepted the title of the Landowners to the Project Land. However this would not absolve the Landowners of its obligations set in this Agreement towards the Project Land and to keep its marketability


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(i) Subject to Clause 4.1.b above, without prejudice to the generality of power granted by the Landowners to the Developer, the Landowners confirm that the Developer shall be entitled to do (but not limited to) the following:-

- 1) take all decisions relating to the development of the Project Land and marketing of the built up area constructed thereon;
- 2) to get the Development Plan amended / modified and approved by the concerned Authorities;
- 3) to get the building plan submitted and approved by the Municipal Authorities
- 4) amend/modify the building plans with approval of statutory authorities, and without reduction of FAR as may be approved by the concerned authority , relating to the buildings to be constructed by the Developer on the Project Land ;
- 5) apply and obtain the Commencement Certificate from the Municipal Authorities;
- 6) apply and obtain permission for change of use of the Project Land or any part thereof, if necessary;
- 7) full, free, uninterrupted and exclusive marketing the built up area including covered and/or stilt car park and parking spaces in the basement (if so constructed), advertisement spaces etc. and enter into agreements with such purchaser and of such nature as the Developer and/or its nominee/s may deem fit, on such marketing;
- 8) deal with all the concerned authorities and officers of the Municipal Authorities, Civil Aviation authorities, Revenue Authorities, and all other concerned public /statutory authorities/private utilities with respect to the development of the Project Land and the marketing of the built up area as envisaged herein and apply and obtain from the concerned authorities all such orders, certificates, permissions, clearances as may be necessary for the

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development of the Project Land and the marketing of the built up area as envisaged herein;

9) carry out the development of the Project Land by constructing buildings thereon by using and exploiting the building potential of the Project Land to the extent possible by utilizing the entire Floor Area Ratio (FAR) in respect of the Project Land, as may be permitted by the Building Bye Laws;

10) apply and obtain from the concerned authorities the sub-division of the Project Land or any part thereof;

11) carry out all the infrastructural work including leveling of the Project Land, laying of roads, street lights, water storage facilities, water mains, sewages, storm water drains, recreation gardens, boundary walls, electrical sub-stations, and all other common areas and facilities and the proposed building/s as may be required by any approval, layout plan, or order of any governmental/semi-governmental authority;

12) select and appoint Architect/s and other consultants / professionals for the development of the Project Land and the marketing of the built up area as envisaged herein;

13) to employ and/or engage labour, workmen, personnel - skilled and unskilled to carry out the development work and to pay the wages, remuneration and salary of such workmen;

14) to make payment and or receive the refund of all deposits, scrutiny fees and/or other charges to and from, respectively, municipal authorities and/or any other public/statutory authority and/or public /private utility relating to the development of the Project Land in the manner envisaged herein;

15) obtain Occupation certificate in respect of each of the building that may be constructed by the Developer and/or its nominee/s from time to time on the Project Land;

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- 16) hand over the built up area to a purchaser at the time of execution of the Sale Deed remains a licensee in accordance herewith, on the Project Land till such time the development of the Project Land and/or the marketing of the built up area is completed and the built up area and the Project Land or any part thereof are conveyed/assigned to the purchasers whichever is later;;
- 17) take all necessary steps for the formation and registration of an association of owners as the Developer including Karnataka Apartment Ownership Act ,for the maintenance of the building and the development in the Project Land as may deem fit by the Developer and for that purpose to sign and execute all necessary declarations, applications, papers, writings, deeds, instruments and documents and make representations before all concerned authorities as and when necessary and required to do so;
- 18) to execute all necessary, legal and statutory writings and documentations for carrying out the development of the Project Land and the marketing of the built up area as envisaged herein;
- 19) generally any and all other act/s, deeds and things that may be required for carrying out the development of the Project Land and marketing of the built up area as envisaged herein.

5.2 Right to Security:

5.2.a The Developer shall upon obtainment of the approval of the BBMP to proceed with construction upon the Project Lands as herein envisaged, have the right to avail loans from banks/financial institutions strictly subject to Clause 10.2 infra as well as the following conditions:

To avail any loan or credit facilities -

- (i). against the rights of the development of the Project Lands.
- (ii). The revenue share as herein generating from the development.
- (iii). against the creation of mortgage over the Project Lands.

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In the case the Developer availing any loan against the creation of the mortgage, the same shall be by way of registered mortgage or any other mode of charge on the Project Lands for which the Landowners will provide all facilities. However, the Developer understands that the title deeds held by the Landowner is a composite document and the land owners will be availing 1 loan on the extent of land i.e. excluding the Project Lands under this agreement while the Landowners undertake to act as provider of collateral security for the loan availed by the Developer in respect of the project lands.

The Land Owners and Co Developers availing of such loans will be restricted to the ratio of market value of the area of Schedule D property over the sum of Schedule A property and Schedule B property

- i. The Land owners will facilitate to avail loan facility from banks / financial institutions against mortgage of the Project Land.
- ii. The Mortgage Proceeds shall be used only for the purpose of the construction activities of the said Project, and no other purposes or projects of the Developer;
- iii. The liability for which security interest is created upon the Project Lands shall not exceed Rs. 250 Crores at a time (ie at any given point in time the liability should not be more than 250 crores at a time and if amounts are repaid from time to time the Developer will be entitled to further borrow to a maximum limit of Rs. 250 crores);
- iv. Any loans so borrowed or facilities so availed, shall be strictly without recourse to the Landowners. The Landowners shall not be required to either furnish their guarantee or otherwise stand as co-obligors or sureties to the lending banks/financial institutions, in any manner whatsoever. However, the Landowners shall give NOC to the Banks/financial institutions, if so required, by the said banks/financial institutions.
- iv. Any loans so borrowed or facilities so availed, shall be strictly without recourse to the Landowners directly or indirectly.

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- v. The Developer shall indemnify and keep the Landowners indemnified against any claim against them arising out of such borrowings.
- vi. Though the Developers have the right to mortgage the Project Land and or its documents of title and or its rights in the development and or the Revenue any funds raised by Developer shall be without any recourse to Land Owner either directly or indirectly and No liability shall descend upon the Landowners on account of default / non-repayment by the Developer, whether by way of personal liability, nor by way of claim upon the revenue share of the Landowners.
- vii. The Refundable Deposit shall not be funded, directly or indirectly, through the Mortgage Proceeds.
- viii. The Developer shall indemnify and keep indemnified the Landowners against all claims, losses, expenses or demands, that the Landowners may incur or suffer, arising out of any demand under any such mortgage of the Project Land created by the Developer.

5.2.c All end-uses of the Mortgage Proceeds shall be certified by the project architect and a chartered accountant to be appointed by the Developer as approved by the Landowners.

6A DEVELOPMENT OF PROJECT LANDS

1. The Developer has undertaken a physical survey of the Project Lands. The Developer confirms that the extent of the Project Lands are as per the Schedule A and Schedule C hereunder read with Schedule B.
2. The land Owners and Co-Developer have confirmed that as the extent as per Khatha is more than the areas noted in the title deeds and physical measurements being slightly more than those measurements mentioned in Schedule A and C hereto, the least of the above has been considered for Development.
3. The Developer has also undertaken necessary contour plan survey of the lands.
4. Based on documents and records produced and the assurances given the Developer confirms that he has conducted a legal due diligence of the title of Landowners to the Project Lands and is satisfied with the result

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5. The Developer have obtained the Development Plan from the BDA at Annexure 3 hereto.

FAR UTILISATION AND VARIATION THEREOF

[1] The Landowners have represented that the Project Land has a development potential of Residential area of 100% of 2.5 FAR and there are no development restrictions on the Project Land except for a 5% reservation for Common Amenities. However, loading will be as per market practice which would be mutually agreed.

[2] In case of statutory change reducing the 2.5 FAR, prior to the plan sanction, then in that event the Developer's obligation to the Owner shall proportionately reduced towards Refundable Deposit and the Revenue estimates at the end year 3, 5 and 7 and the Minimum Net Rate. The amount reduced shall be repaid within the period of 30 days after which period such amounts shall carry interest at the rate of 12% p.a. till payment of the entire amounts adjusted against further receivables of land owners.

[3] In case of eligibility as per statutory regulations to get approval for F.A.R. exceeding 2.50, the Developer shall apply, obtain and develop such additional areas and share the additional areas also with the Landowners in the same ratio, subject to technical and financial feasibility of the same as per site condition at the time of such enhancement of the F.A.R. Provided that such additional area that is to be developed shall be outside the commitment of completion within the 8 year period or any other financial obligations such as the commitments towards Projected Revenues, at the end of 3rd, 5th & 7th years as also the achievement of Rs 4,800/- per sq.ft., Minimum Average Rate for such additional area. It is made clear and understood that the obligations of the Developer with respect to the remaining developments shall remain intact and unaffected by these additional developments.

[4] Developer shall apply to the Statutory Authority for approval plan with the minimum of 2.5 FAR with reference to the plan already approved and attached as Annexure 3.

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- b. Immediately thereupon, subject to Clause 7.5.c below, the Nominated Bank shall wire ,26.35% of the monies so received (being 31%, less 15% of such 31%) to the Landowners Account, and 69% plus 4.65% of the monies so received in the Primary Account to the Developers Account.
- c. Once the contingency envisaged in Clause 7.3b is achieved, the Nominated Bank shall thereafter wire 31% of all monies received in the Primary Account in that Year to the Landowners Account and 69% of the monies received in the Primary Account in that Year, to the Developers Account.

7.2 Thus, by virtue of Clause 7.1, the Landowners', as per the irrevocable instructions be entitlement to the funds from the Primary Account, at any point of time, shall be 31% (hereinafter, "the Landowners' Revenue Share") and the Developer's entitlement to the funds in the Primary Account shall be 69% (hereinafter, "the Developer's Revenue Share"), and 15% of the Landowners' Revenue Share, shall be deducted from out of the sums payable to Landowners and shall be paid over to the Developer (hereinafter, "the Pro Rata Adjustment") towards Refundable Component.

7.3 15 days before the end of each Year, from the 2nd to the 8th Contract Years, the Parties shall jointly reckon the total sum of the Landowners Revenue Share realized in that year, and the total sum of the Pro Rata Adjustment realized by Developer in that year.

- a. If the Landowners Revenue Share for that Contract Year, is less than the Refundable Component of that Contract Year, then, the amount to be refunded by the Landowner to the Developer towards the Refundable Component of that Contract Year, shall be reduced to the quantum of the actual Landowner's Revenue Share for that Contract Year, and the balance of the Refundable Component of that Contract Year shall be carried over to the subsequent Contract Years, until the adjustment is done in full.

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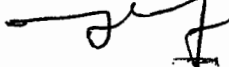
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- b. The Pro Rata Adjustments shall be limited to the extent of the Refundable Component applicable to that Contract Year. Once the monies realized by the Developer through the medium of the Pro Rata Adjustments in a particular Contract Year, is equal to the Refundable Component of that Contract Year, then, the Pro Rata Adjustments shall cease to be made in that Contract Year, and distributions from the Primary Account shall be done without Pro Rata Adjustment.
- c. After the adjustments in Clauses 7.3.a and 7.3.b above, the Parties shall identify whether there is any shortfall or overpayment to the Developer, with respect to the Refundable Component.
- d. If there is a shortfall in the Refundable Component, then, subject to Clause 7.3.a above, the Landowner shall be obligated to pay the shortfall sum to the Developer, on the last day of the 2nd to the 8th Year, as applicable. If the amounts are not paid within 30 days from the last day last day from the 2nd to 8th Year outstanding amounts shall carry interest at the rate of 12% peryear.
- 7.4 Neither Party shall be entitled to create, or suffer the creation of charge, over the Primary Account described above and both the parties will take all the steps required to protect the Primary Account from being subjected to any charge..

7.5 Assurance as to Realizations

The Developer has informed the Landowner of the Projected Revenues. The Developer acknowledges that the assurances as to the Projected Revenues are one of the factors which constitute consideration for the Landowners to enter into this Agreement.

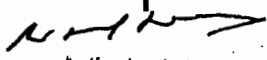
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7.6. The Landowner and Developer will review the total of the Net Revenues realized at the end of the 3rd Contract Year, the 5th Contract Year, and the 7th Contract Year. The Parties agree that in the event of the Net Revenue realized being less than the Projected Revenue for those years, by a margin of greater than 15%, such shortfall (hereinafter, "the Projected Revenue Shortfall") the Developer till realization of the Projected Revenue Shortfall shall pay an additional compensation on such shortfall at the rate of 12% per annum and such additional compensations shall be paid separately on monthly basis. It is agreed by the Developer that the compensation by way of such additional compensation will not form a part of Net Revenue for the purpose of calculation of Minimum Average Rate.

8 **EIGHTH YEAR OBLIGATIONS**

- (a) The development of the Project Land shall be completed in 8 years from the Start Date, subject to there being no Force Majeure event.
- (b) At the end of the 8th Year, the Landowners and Developer shall, on the basis of the area developed and Saleable Area sold until then and cumulative Landowners Revenue Share realized until then, determine the following :
1. When the entire Saleable Area has been fully developed and sold and the Minimum Average Rate to which the Land Owner is entitled has been achieved, the Developer would have met all its commitments regarding having achieved an Minimum Average Rate towards Landowners.
 2. In case at the end of the 8th year, the entire Saleable Area has been fully developed and sold, but there is a shortfall in the Minimum Average Rate to which the Landowners are entitled, the Developer shall make good the shortfall in cash to the Landowners, by multiplying the Saleable Area developed by Rs. 4,800/- per sq ft. and paying to the Landowners, the difference between the said sum, and sums actually realized by the Landowners under this Agreement.

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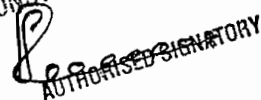
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3. In case by the end of the 8th year the Developer has not fully developed or sold the agreed Saleable Area, the Developer shall be entitled to further develop and /or sell the developed area for a further period of one year beyond the 8 year period to meet 31% of the balance of the Saleable Area exclusively for the Landowners who shall be entitled to 100% of Net Revenue from such sale. In case even after the completion of the 9th year the Developer has not developed or sold Saleable Area equivalent to meet the 31% of Saleable Areas falling to the Land Owners' share, then in that event the Developer has to pay the Land Owners, cash for the shortfall in the Saleable Area (of the 31% of the Land owners) at the average sale rate during the 9th year, or the Minimum Average Rate, whichever is higher. This amount shall be paid within 30 days of the end of the 9th year, after which period such amount shall carry interest at the rate of 12%p.a. Once such shortfall is paid by the Developer to the Landowners in cash the Developer would have met all its commitments to the Landowners and the Developer will be free to develop the Project Lands as it deems fit with no further obligations towards the Landowners.
4. If the Developer has developed the entire committed Saleable Area, and sold the same as per sub-clause (3) above, and if after such sale, Landowners have received the Minimum Average Rate committed in this Agreement, then, the Developer would have met all its commitments to the Landowners and the Developer will be free to develop the Project Lands as it deems fit with no further obligations towards the Landowners and receive the 100% of the Revenue .
5. If the Developer has developed the entire committed Saleable Area, and sold the same as per sub-clause (3) above, and if after such sale, the Landowners still do not receive the Minimum Average Rate, then, the Developer shall compensate the Landowners the shortfall in cash. The formula stipulated in sub-clause (2) shall apply mutatis mutandis. Once such shortfall is paid by the Developer to the Landowners in cash the Developer would have met all its commitments to the Landowners and the Developer will be free to develop the Project Lands as it deems fit with no further obligations towards the Landowners.

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iii) The Landowners havenot done, committed or omitted to do any act, deed, matter or thing whereby their right to own, hold, use, manage, occupy, sell, lease or transfer the Project Land is or can be forfeited, extinguished or rendered void or voidable.

iv) No person or entity other than the Landowners have any right (legal or beneficial), claim, interest or demand in any manner whatsoever to or in respect of the Project Land or any part thereof.

v) The Project Land is not mortgaged, charged, leased, and there are no security interest of whatsoever kind or nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Laws, (ii) any interest, option, right of first offer, or refusal or transfer restriction in favour of any Person, .

vi) The Project Land or any part thereof is not subject matter of any notice for acquisition, or any other notice which may adversely affect the marketability of title of the Project Land (or any part thereof) or the continued retention, use or enjoyment thereof, and there is no order of restraint by any court or order from any authority prohibiting or restraining the alienation of the Project Land or any part thereof in the manner contemplated under the agreement.

vii) There is no subsisting power, authority or otherwise any right or interest to enjoy, use, occupy or to do any other act in respect of the Project Land or any part thereof, in favour of any person or entity.

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viii) There are no existing contracts or arrangements or understandings (directly or indirectly), between, the Landowners and any third party in relation to the Project Land .

ix) There are no claims or proceedings instituted by or against the Landowners or any third party in respect of the Project Land or any part thereof, pending before any court or in any other judicial, the quasi judicial or administrative authority or forum. In the event of any such claims or proceedings instituted against the Landowners in respect of the Project Land or any part thereof , the same shall be defended and cleared solely at the risk and cost of the Landowners.

x) The Project Land is not subject to any claim of civil, revenue or any other liability by any authority under any law presently in force.

xi) There are no rights of easement, path ways, public road, traditional rights of use as access or otherwise given by the Landowners or their predecessors-in-title and there is free ingress and egress to the Project Land and there are no circumstances that would affect such free ingress and egress.

xii) All taxes and all other outgoing in respect of the Project Land have been properly remitted and there are no arrears outstanding or dues.

xiii) The original title documents in relation to the Project Land have always been in the sole custody and control of the Landowners and no other person other than the Landowners have access or right to take possession or entitlement over such documents.

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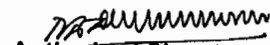

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xiv) The Project Land or any part thereof is not in violation of any legal requirement and no notice, claim, lawsuit or allegation involving any such violation or any alleged violation thereof has ever been issued or given by any governmental authority or agency or any other person.

xv) The Project Land is not subject of any official complaint or notice of violation of any applicable zoning, or other applicable laws or litigation and no such violation is known to exist.

xvi) There are no current, contingent or anticipated notices, actions, disputes, complaints, liabilities, claims or demands relating to or in respect of the Project Land or its use and the Landowners are not aware of any circumstances rendering any of the foregoing likely.

xvii) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions or governmental investigations of any nature pending against the Landowners which relates or affects in any manner to the Project Lands or this Agreement, and the Landowners have not received notice of any such proceeding, claim, action or governmental investigation against him nor the Landowners have any knowledge of any such threatened proceeding, claim, action or governmental investigation, which relates in any manner to the Agreement or the sale of the Project Land.

xviii) The Second Landowner is a company duly incorporated, validly existing and in good standing under the laws of India, with full corporate power to carry on its business as now conducted

xix) The Landowners have full corporate power, capacity and authority to enter into and execute this Agreement and to perform any and all of its obligations thereunder, and the execution and delivery of this Agreement has been duly authorised by the partners of the First Landowner.

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xx) From the date hereof the Landowners shall not create any Encumbrances on the Project Land or any part thereof.

xxi) The Landowners shall be liable to pay all his respective taxes;

xxii) The First Landowner is a partnership firm of seven (7) partners viz : ETA Karnataka Estates Ltd., ETA Star Property Developer Ltd., ETA Constructions India Ltd., ETA Properties and Investments Pvt. Ltd., ETA Builders Pvt. Ltd., Maricar Estates Pvt. Ltd., and ETA Estates Pvt. Ltd., and apart therefrom there are no other partners. The First Landowner shall within 7 days of the reconstitution of the partnership firm inform the Developer of such reconstitution and the names of the new partners and confirmation from them that they are and be bound by the terms of this Agreement.

xxiii) The partners of the First Landowners shall keep the Developer and/or its nominee or nominees and/or assigns indemnified and harmless against the consequences reconstitution of the firm in any manner on the Developer and/or its nominee or nominees and/or assigns as also against the disputes interse between the partners of First Landowner.

xxiv) The Partners of the First Landowner shall keep the Developer and/or its nominee or nominees and/or assigns indemnified and harmless against the consequences of First Landowner and/or any of the Partner/s of First Landowner filing insolvency proceedings and/or being declared insolvent.

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9.2 REPRESENTATIONS OF DEVELOPER

The Developer has assured represented and warranted that :

- (i) The Developer has the means by way of money, men, material, plant and equipment and management skills to discharge his obligations set out herein.
- (ii) The Developer has the absolute and unconditional right to execute this Agreement and perform their obligations.
- (iii) The Developer has not done, committed or omitted to do any act, deed, matter or thing whereby its right to develop the Project Lands is or can be forfeited, extinguished or rendered void or voidable.
- (iv) The Developer shall be liable to pay their taxes;
- (v) The Developers shall ensure by appropriate documentation that the end buyers shall agree to abide by all the rules and regulations of the association of unit-owners which is formed by the -buyers / Developer and Landowners.
- (vi) The Developer shall not execute any Sale Deed for the undivided share in the land till receipt of the entire amounts under the agreement/s executed with the third party buyers.

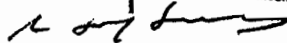
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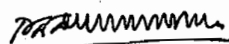
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10.1 NON COMPETE

In order that the Landowners and the Co Developer will not compete with the Developer during the term of the Agreement and completion of the sale of the entire development on the Project Land. The Landowners and the Co Developer agree that they shall not construct residential development in the remaining part of the Schedule "B" Property. However, the Developer also recognizes that the Co Developer is developing a Commercial / Shopping in the Schedule "D" Property. The Landowners shall not develop any other residential developments within 2 kms radius of the Project Land except as agreed herein below with regards to the specific lands owned by the Landowners.

The Landowners have informed the Developer that their partners own certain parcels of land which are set out in Annexure-6 hereto and as an exception to the above rule of non compete clause, the Developer have agreed that so long as the total development of all these plots is not more than 300000 square feet of super built up area in eight years, it would not be construed as breach of the non compete clause by the Landowners.

For the avoidance of doubt, developments beyond the abovementioned 2 km radius of the Project Land shall not be affected by this provision.

10.2 DOCUMENTS OF TITLE

AThe rights available to the Developer under this Clause 10.2 ("Documents of Title") shall be exercisable only after the Developer obtains the approval of the BBMP for effecting constructions upon the Project Lands.

BThe Landowners will retain the original documents of title in respect of the Project Land. Provided however the Landowners shall agree to a covenant for production of original title documents when requested by the Developer for inspection or for production for the purpose under this Agreement. The Landowners have this day hand over certified true copies of the documents of title in respect of the Project Lands as set out in Annexures-1 & 2 hereto to the Developer.

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E the undivided shares of the land shall be transferred to buyers only at the time of registration on substantial completion of the areas in such buyer's block/s and when the due amounts from buyers are paid. The Developer acknowledges the Landowners' right to mortgage the "Schedule D" Property . However, the Landowners shall ensure that the said mortgage will not impair the Developer's right to realize 70% FAR on the Project Land of the Schedule "C" Property.

10.3 SEVERABILITY CLAUSE

- (a) As the intention of the Land Owners is only to develop the land jointly with the Developer, this Agreement will not be construed as an Agreement to Sale or any other Agreement of similar in nature.
- (b) In case any of the clauses of this Agreement gives the implied meaning to construe it as an Agreement to Sale or conveyance of any nature, then this Agreement shall be construed without reference to such clause

11. DEFAULT AND CONSEQUENCES

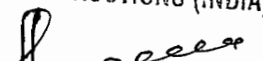
LANDOWNERS :

11.1 If either of the Landowners or the Co-Developer is adjudicated insolvent/bankrupt, or has winding up proceedings initiated against it, or commits a composition with its creditors, or commits a fraudulent preference , The Developer shall be entitled to continue with the development in terms hereof without any interference by any liquidator in such development . The Developer shall in such case will be required to pay the amount arising to the share of the Land Owners and or the Co Developer to the Liquidator at the end of each Year after adjusting any amounts that are or would become due to the Developer ;

for ETA STAR INFOPARK


Partner

For ETA CONSTRUCTIONS (INDIA) LIMITED


AUTHORISED SIGNATORY

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11.2 If either of the Landowners or the Co Developer is in material breach of any of the terms of this Agreement or breach of any of the assurances, representations and warranties given herein , the Developer shall notify the Parties in breach of such provisions of this Agreement, and if the Party in breach fails to rectify or cure such breach inspite of receipt of a ninety (90) days' notice in this behalf, the Developer at its discretion will be entitled to remedy such breach at the cost of the Landowner and or the Co Developers and the Landowners and the Co Developer shall also become liable to pay any damages and expenses that the Developer has suffered.

DEVELOPER :

11.3 If the Developer is adjudicated insolvent/bankrupt, or has winding up proceedings initiated against it, or commits a composition with its creditors, or commits a fraudulent preference, or does any act of fraud with respect to the monies flowing into the Primary Account, the Landowners shall be entitled to terminate this Agreement and take over the project in terms of Clause 11.5 below;

11.4 Subject to Clause 11.5 below, if the Developer is in material breach of any of the terms of this Agreement or breach of any of the assurances, representations and warranties given herein, the Land Owners shall notify the Developer of such breach, and if the Developer fails to rectify or cure such breach inspite of receipt of a ninety (90) days' notice in this behalf, the Land Owners, at its discretion, will be entitled to remedy such breach at the cost of the Developer and the Developer shall also become liable to pay any damages and expenses that the Land Owners have suffered..

11.5 If the Developer is in breach of Clause 5.2 or if the Developer fails to achieve 60% of the Net Revenues, as stipulated in Annexure 4 hereto at the end of 4th Year from the Start Date , then, the Developer shall be deemed to have committed a breach hereof and if such breach is not cured within a period of 120 days from the receipt of notice in respect of such breach the Landowners shall be entitled to

For ETA STAR INFOPARK
Partner

For ETA CONSTRUCTIONS (INDIA) LIMITED
AUTHORISED SIGNATORY

46

For ETA Karnataka Estates Ltd.
Authorised Signatory

For Relationship Properties Pvt. Ltd.
Authorised Signatory

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- i. To terminate this Agreement, and revoke the license and all other authorities granted to the Developer;
- ii. To take a joint account of works completed until then and determine the monies expended by the Developer until then;
- iii. To get the incomplete works completed, either by themselves , or through another contractor, the costs whereof will be debited to the Developer's account and adjusted against their share of Revenue, to the extent such monies are sufficient, and to proceed against the Developer for the balance.
- iv. To assert a right of set-off against monies payable to the Developer, against all sums to which the Land Owners are entitled in pursuance of the provisions hereof and the balance after such set off shall be paid over to the Developer .
- v. The Landowners and the Co Developers shall refund the unadjusted refundable deposit to the Developer within 120 days of the accounts in terms of clause ii above.

12. MISCELLANEOUS

12.1 Applicable Law


This Agreement shall be governed by the laws of India, and the Courts of Karnataka shall have jurisdiction over the Agreement.

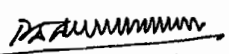
for ETA STAR INFOPARK

Partner

For ETA CONSTRUCTIONS (INDIA) LIMITED

AUTHORISED SIGNATORY

47
For ETA Karnataka Estates Ltd.

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory

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12.2 Dispute Resolution

If any dispute arises between the Parties as to the interpretation, effect, validity, and enforcement of any of the provisions hereof, the same shall be firstly attempted to be resolved as between the Chief Executive Officer/ Managing Director of the Parties. If such conciliatory efforts yield no result for thirty (30) days, then the Parties shall refer their disputes to arbitration. The arbitration shall be by a panel of three arbitrators, with the Landowners appointing one arbitrator, the Developer appointing one arbitrator, and the two arbitrators so appointed, nominating the third arbitrator. The Arbitration shall be under the provisions of the Indian Arbitration Act, 1996 as amended from time to time. The venue of the arbitral proceedings shall be in Bangalore.

12.3 Force Majeure

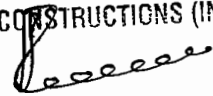
Neither Party shall be liable for its failure to perform or fulfill any of its obligations to the extent that its performance is delayed or prevented, after the execution of the Agreement in whole or in part, due to a Force Majeure Event. The term, "Force Majeure Event" shall mean an event which affects the development of the Project, namely:-

- Acts of God, or
- Events beyond the reasonable control of the Affected Party, or
- Events which could not reasonably have been expected to occur such as fire, flood, earthquake, storm, volcanic eruptions, typhoons, hurricanes, cyclone, plagues, an act of war, blockade, embargo, riot, rebellion, terrorist attack, or
- judgment or order of any court of competent jurisdiction or statutory authority in India made against the Landowner or Developer

for ETA STAR INFOPARK

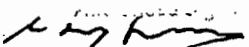

Partner

For ETA CONSTRUCTIONS (INDIA) LIMITED


AUTHORISED SIGNATORY

48

For ETA Karnataka Estates Ltd.


Authorised Signatory

For Relationship Properties Pvt. Ltd.


Authorised Signatory

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[Signature]

But shall not include any act, deed or things attributable to the Developer or the Landowners as the case may be .

If delays on account of Force Majeure cumulatively add up to three (3) months or less, over the period of eight (8) years, then, such Force Majeure shall be disregarded.

In case delays on account of Force Majeure cumulatively exceed three months, then in that event that period shall be considered by the Parties, as entitling the Developer for extensions beyond the period of eight (8) Contract Years.

12.4 BINDING EFFECT

This Agreement and its provisions will be binding upon and inure to the benefit of the successors-in-interest of the Parties hereto.

12.5 Miscellaneous Terms

All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the fifth day following deposit with a recognized mail carrier, (b) on the second business day following deposit with a recognized overnight delivery service, and (c) otherwise shall be deemed duly given when received, addressed as follows:

Any party may change its address for notice by delivery of written notice thereof by giving notice in writing to the other Party.

12.6 The Parties have entered into this Agreement on principal-to-principal basis and each party shall be individually responsible to their respective obligations and covenants. The Parties agree that nothing contained in this Agreement shall be deemed or construed as a Partnership business or a Joint Venture or Association of Persons between the Parties hereto.

for ETA STAR INFOPARK

[Signature]
Partner

For ETA CONSTRUCTIONS (INDIA) LIMITED

[Signature]
AUTHORISED SIGNATORY

49

For ETA Karnataka Estates Ltd.

[Signature]
Authorised Signatory

For Relationship Properties Pvt. Ltd.

[Signature]
Authorised Signatory

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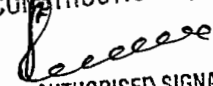
12.7 The Parties hereto agree to do all acts, deeds, matter and things and to sign and execute such further documents, papers and writings as may be necessary and/or required from time to time for implementing the terms and provisions of this Agreement.

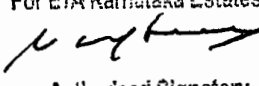
12.8 No delay or failure by any of the Parties to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof, unless made in writing. No single waiver will constitute a continuing or subsequent waiver.

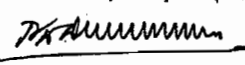
12.9 This Agreement shall constitute the entire agreement between the Parties in relation to the subject matter hereof. This Agreement shall supersede all prior term sheets, negotiations, commitments and understanding relating to the subject matter hereof.

for ETA STAR INFOPARK

Partner,

For ETA CONSTRUCTIONS (INDIA) LIMITED

AUTHORISED SIGNATORY

For ETA Karnataka Estates Ltd.

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory

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SCHEDULES

SCHEDULE A

All that property measuring 42 ac bearing New Municipal No. 1/1, Hosakere Road, (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No. 1 to 4/5 of Hosakere Road) Ward No. 31, Binnypet, Bangalore and bounded by :

East : Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road)
West : Goripalya, Ranganatha Colony
North : New Binny Layout Road and Private Property
South : Goripalya

SCHEDULE B

All that property measuring 10.8337 ac bearing New Municipal No. 1, Hosakere Road, (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No. 1 to 4/5 of Hosakere Road) Ward No. 31, Binnypet, Bangalore and bounded by :

East : Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road)
West : Schedule A Property
North : New Binny Layout Road and
South : Schedule A Property

for ETA STAR INFOPARK

Partner,

For ETA CONSTRUCTIONS (INDIA) LIMITED

AUTHORISED SIGNATORY

51

For ETA Karnataka Estates Ltd.

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory

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[Signature]
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SCHEDULE C

All that property measuring 5.04 ac being part of Schedule B property bearing New Municipal No. 1, Hosakere Road, (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No. 1 to 4/5 of Hosakere Road) Ward No. 31, Binnypet, Bangalore and bounded by :

East : Schedule D Property
West : Schedule A Property
North : New Binny Layout Road and
South : Schedule A Property

SCHEDULE D

All that property measuring 5.7939 ac being part of Schedule B property bearing New Municipal No. 1, Hosakere Road, (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No. 1 to 4/5 of Hosakere Road) Ward No. 31, Binnypet, Bangalore and bounded by :

East : Hosakere Road (Tank Bund Road Towards Sirsi Circle to Mysore Road)
West : Schedule C Property
North : New Binny Layout Road
South : Schedule A Property

for ETA STAR INFOPARK

[Signature]
Partner

For ETA CONSTRUCTIONS (INDIA) LIMITED

[Signature]
AUTHORISED SIGNATORY

52 For ETA Karnataka Estates Ltd.

[Signature]
Authorised Signatory

For Relationship Properties Pvt. Ltd.

[Signature]
Authorised Signatory

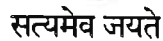
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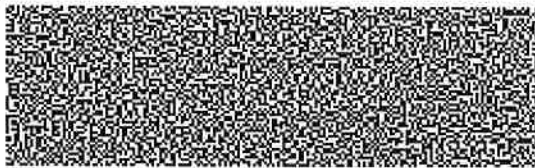


INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	: IN-KA13458469487074R
Certificate Issued Date	: 23-May-2019 03:22 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ VASANTHANAGAR/ KA-BA
Unique Doc. Reference	: SUBIN-KAKACRSFL0855951450048887R
Purchased by	: ETA STAR INFOPARK AND OTHERS
Description of Document	: Article 48 Settlement
Property Description	: SUPPLEMENTAL AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ETA STAR INFOPARK AND OTHERS
Second Party	: RELATIONSHIP PROPERTIES PRIVATE LIMITED
Stamp Duty Paid By	: ETA STAR INFOPARK AND OTHERS
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



For Sri Narayana Multipurpose
Co.op. Society Ltd.

Authorised Signatory

Please write or type below this line

THIS SUPPLEMENTAL AGREEMENT ("**Agreement**") to the original Joint Development Agreement dated 28.03.2011 executed on the 24th day of May Thousand Nineteen (24.05.2019):

BETWEEN :

1. **ETA Star Infopark**, a partnership firm registered under the Indian Partnership Act, 1932 (Central Act 9 of 1932), having its principal place of business at 501 & 502, 5th Floor, Front Wing, North Block, Manipal Centre, 120, Dickenson

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.

For ETA Star Infopark

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory

For ETA CONSTRUCTIONS (INDIA) LTD

revised

Road, Bangalore -560 042, (PAN - AACFE6010C), represented by its Managing Partner, M/s. ETA Constructions (India) Limited through its duly Authorized Signatory, Mr. Ashraf A.R. Buhari vide its Partners' Resolution dated 15th March, 2019,

(hereinafter referred to as the "**First Landowner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators including those of the partners from time to time and their respective heirs).

2. **ETA Karnataka Estates Limited** (CIN No. **U18101TN1996PLC036220**), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, "Chennai Citi Centre, # 10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004 and its corporate office at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore-560 042 (PAN – AACCB0947J), represented by its Director, Mr. Ashraf A.R. Buhari vide its Board Resolution dated 14th March, 2019,

(hereinafter referred to as the "**Second Landowner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest)

(The First Landowner and Second Landowner are hereinafter collectively referred to as "**Landowners**")

3. **ETA Constructions (India) Limited** (CIN No. **U85110TN1995PLC064362**), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Fourth Floor, "Chennai Citi Centre, # 10 & 11 Dr. Radhakrishnan Salai, Mylapore, Chennai 600 004 and its corporate office at 501 & 502, 5th floor, Front Wing, North Block, Manipal Centre, 120, Dickenson Road, Bangalore-560 042 (PAN – AAACE7190C), represented by its Director, Mr. Ashraf A.R. Buhari vide its Board Resolution dated 14th March, 2019,

(hereinafter referred to as the "**Co-Developer / Agreement Holder**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest)

For ETA KARNATAKA ESTATES LIMITED For ETA Star Infopark


DIRECTOR


Authorised Signatory

For ETA CONSTRUCTIONS (INDIA) LTD


Director

For Relationship Properties Pvt. Ltd.


Authorised Signatory

A N D

Relationship Properties Private Limited (CIN no **U45200MH2008PTC178830**), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 70, Nagindas Master Road, Fort, Mumbai- 400 023 and its operational corporate office at No. 1/1, Binnypet, Hosakere Road - Bangalore-560 023 (PAN: AADCR8947D), represented by its Authorized Signatory Mr. Makarand Desai vide its Board Resolution dated 13.02.2019 (hereinafter referred to as the **"Developer"** which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and assignees),

The Landowners, Co-Developer/Agreement Holder and the Developer are hereafter collectively referred to as **"Parties"** and individually referred to as **"Party"**.

WITNESSES AS FOLLOWS:

WHEREAS:

- I. The Landowners and the Co-Developer, have entered into a Joint Development Agreement dated March 28, 2011 (registered as Document No. 3523/10-11 in Book I, stored in CD No. SRID 102, at the office of the Sub Registrar, Srirampuram, Bangalore) (**"Principal JDA"**) with the Developer for the development of "Park West" project on lands aggregately admeasuring **47.04 Acres** out of all that piece and parcel of land bearing Municipal No. 1/1, Hosakere Road, New Ward No. 121 (Old No. 31), Binnypet, Bangalore (earlier bearing Municipal Nos.1 and 1/1, even earlier Municipal No.1 to 4/5 Hosakere Road, and Nos.1 to 89, Binnypet Residential Quarters, Binnypet Ward, Ward No.31 and old Survey Nos.10, 11, 12 of Bogenahalli Village and Survey No.32 of Guttahalli Village, Halasur Hobli, Bangalore Taluk and Survey No.42 to 47, Jodi Kempapura Village, Halasur Hobli, Bangalore Taluk) in all admeasuring about **52.8337 Acres**, the entire property is hereinafter referred to as the **"Larger Property"**;
- II. The Landowners have by way of the Deed of Relinquishment dated 19th February 2011 (registered as Document No. 2666/2010-11) released and relinquished, in favour of BDA, an area of 8,852.16 square meters (2.1874 Acres) out of the Larger Property for road widening and formation of approach road leading to parks/ open spaces & civic amenity site, of which area the full FAR will be consumed in the Larger Property;

For ETA KARNATAKA ESTATES LIMITED For ETA Star Infopark

For ETA CONSTRUCTIONS (INDIA) LTD
DIRECTOR

Director

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory

- III. The Landowners have by way of the Deed of Relinquishment dated 21st November 2013 (registered as Document No.2391/2013-14), released and relinquished in favour of BDA an area of 25,793.09 square meters (6.3736 Acres) out of the Larger Property being part of parks and open spaces land, road of which area the full FAR will be consumed in the Larger Property;
- IV. The Landowners and Developer have secured master plan sanction from the Bangalore Development Authority for the development of the Larger Property bearing BDA/TPM/DLP-50/2009-10/5064 dated 15th March 2011, read with the modified plan bearing No. BDA/TPM/DLP-50/2009-10/4037/2013-14 dated 30th November 2013 and further read with modified plan bearing No. BDA/TPM/DLP-50/2009-10/4879/2014-15 dated 28th March 2015. The said sanctioned master plan pertains to the development of residential, commercial and hospitality (the "**Development**") in portions of the Larger Property.
- V. As mentioned in the Principal JDA, the Second Landowner jointly with the Co-Developer were to construct a shopping complex on an area of approximately 5.7939 Acres out of the Larger Property and accordingly the Developer were to carry out development of a residential project in terms of the Principal JDA on the extent of the balance 47.04 acres which were described in Schedule "A" and "C" of the Principal JDA. However, in terms of original and modified Development Plans referred to above and the Plan sanction dated 9.12.2011 obtained by the Second Land Owner from Bruhat Bengaluru Mahanagara Palike for construction of Shopping Mall (ETA Mall), the total land area for construction of Shopping Mall is 5.7939 Acres (i.e., Item No.1 of the Schedule 'D') plus area of 0.65 acres reserved for parks and open spaces (i.e., Item No.2 of the Schedule-'D') , totally ad-measuring 6.44 Acres and not 5.7939 acres as agreed under the Principal JDA and as such the extent of land available for the Development by the Developer herein stood reduced by 0.65 acres of area reserved for parks and open spaces in the land comprised in the Schedule "A" of the Principal JDA. In view of such reduction in the area of the Schedule "A" the total extent of land available to the Developer under the Principal JDA is 46.39 acres undivided share from and out of the Larger Property, which is hereinafter referred to as the "**Project Land**".
- VI. Pursuant to discussions between the Parties, and as agreed by both Parties, the Developer will now forego the full FAR on the property described under Schedule D of this Agreement for the commercial development and accordingly the Developer shall have the right to utilise the full FAR and

For ETA KARNATAKA ESTATES LIMITED


DIRECTOR

For ETA Star Infopark


Authorised Signatory

For Relationship Properties Pvt. Ltd.


Authorised Signatory

For ETA CONSTRUCTIONS (INDIA) LTD


Director

benefits thereof including but not limited to TDR and premium FAR on the properties described under Schedule A and Schedule C of this Agreement for the residential development.

- VII. In view of the above, the Parties are desirous of amending the Schedule "A" and "D" of the Principal JDA and certain clauses of the Principal JDA to record the terms of their revised understanding as set forth in this Agreement;

VIII. NOW THIS SUPPLEMENTAL AGREEMENT WITNESSETH AS UNDER:

- 1) That in pursuance of the foregoing the Parties hereto agree that
 - (a) all references of the word and figures "42 acres" in the Principal JDA shall stand deleted and be replaced and read as "41.35 acres".
 - (b) all references of the word and figures "47.04 acres" in the Principal JDA shall stand deleted and be replaced and read as "46.39 acres".
 - (c) all references of the word and figures "5.7939 acres" in the Principal JDA shall stand deleted and be replaced and read as "6.44 acres".
- 2) The Parties agree that the first recital appearing at page no.4 of Principal JDA shall stand deleted and be replaced with following:-

"WHEREAS the relevant clauses of the Joint Development Agreement dated 2nd August, 2010 executed between the Second Land Owner and the Co-Developer bearing document no.1355/2010-11 in CD No.SR I D 94 and Power of Attorney dated 2nd August, 2010 bearing document no.19/2010-11 CD No.SR ID 94 both registered in the office of the Sub-Registrar, Srirampura, Bangalore, shall stand replaced to reflect that the Developer shall be entitled to develop the Schedule A Property measuring 41.35 acres and the Schedule C Property admeasuring 5.04 acres by utilizing full FAR and benefits thereof including but not limited to TDR and premium FAR for residential development and the Second Land Owner and Co-Developer together shall entitled to develop Schedule D Property admeasuring 6.44 acres utilizing full FAR and benefits thereof including but not limited to TDR and premium FAR for construction of Shopping Mall or any additions/ improvements thereto".

For ETA KARNATAKA ESTATES LIMITED


DIRECTOR

For ETA Star Infopark

Authorised Signatory

For Relationship Properties Pvt. Ltd.

For ETA CONSTRUCTIONS (INDIA) LTD


Director


Authorised Signatory

- 3) The Parties agree that the second recital appearing at page no.4 of Principal JDA shall stand deleted and be replaced with the following:-

"WHEREAS the Second Land Owner and the Co-Developer have assured and represented that the area of 6.44 acres comprising of 5.7939 Acres described under Item No.1 of the Schedule D plus 0.65 acres of area reserved for parks and open spaces described under Item No.2 of the Schedule D, which is referred to as the Schedule D Property shall be developed only as Commercial/Shopping Mall by the Co-Developer and the entire Schedule D Property (including UDS & full FAR thereon) is not a part of the Project Land."

- 4) The Parties agree that the definition of Schedule A Property in the page 9 of the Principal JDA shall stand deleted and be replaced as below:

<i>"Schedule A Property"</i>	<i>Shall mean the area admeasuring 41.35 acres and more fully set out in the Schedule "A" hereto</i>
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- 5) The Parties agree that all references to the term "Schedule A Property" in the Principal JDA shall mean the property described under Schedule A of this Agreement;
- 6) The Parties agree that all references to the term "Schedule D Property" in the Principal JDA shall mean the property described under Schedule D of this Agreement;
- 7) Further, the Parties also agree that the Clause 5.2- Rights to Security of the Principal JDA shall stand deleted and be replaced with the following:

"5.2 Right to Security:

The larger property admeasuring about 52.8337 acres has been bifurcated as Project Land (Schedule –A & C) and Schedule –D (ETA Mall) in the records of BBMP, and accordingly the BBMP has issued separate katha certificate and extract bearing PID No.31-42-1/1 for the land measuring 47 acres (even though physically available land for development of the Project is only 46.39 acres) vide Katha Certificate and Extract dated 16.10.2017 from BBMP.

For ETA CONSTRUCTIONS (INDIA) LTD

Director

For ETA KARNATAKA ESTATES LIMITED

DIRECTOR

For ETA Star Infopark

Authorised Signatory

For Relationship Properties Pvt. Ltd.

Authorised Signatory

The Landowners shall handover to the Developer the title documents with respect to the **Project Land** as listed in **Annexure-1** with the exception of the common documents of title as listed in **Annexure-2** ("**Common Title Documents**"), which are a common documents for Project Land and Schedule 'D' Property (ETA Mall).

Save and except the original Indenture dated 22.02.1930 executed by K. Nanjundappa son of K.ChannaBasappa in favour of The Bangalore Wollen Cotton Silk Mills Company Limited (registered as Document No. 2015 of Book-1, Volume-134, Pages 212 to 223 in the office of the Sub-Registrar, Bangalore) which is in the custody of LIC Housing Finance Ltd (LICHFL) (the "**Said Indenture**") and which is listed in Part B of Annexure-2 wherein LICHFL has a right only to the extent of 5.7939 Acres out of the land measuring 27 Acres 26 Guntas 35 Poles sold under the Said Indenture, the other Common Title Documents which are listed in Part A of Annexure-2 shall be deposited by the Landowners with IDBI Trusteeship Services Limited , to be held in escrow ("**Escrow Agent**").

In the event the Landowners avail a loan against the Schedule D Property from a new lender and the new lender takes over the existing loan created by the Landowners in favour of LICHFL, the Said Indenture listed in Part B of Annexure-2 shall be released by LICHFL to the Escrow Agent who shall hold the same along with the other Common Title Documents listed in Part A of Annexure-2 already in its custody for the benefit of the new lender of the Landowner who shall have a right only in so far as the Schedule D Property is concerned out of the land measuring 27 Acres 26 Guntas 35 Poles sold under the Said Indenture, as well as for the lender/s of the Developer.

In the event the Landowners sell the Schedule D Property after repayment of the loan availed by them from LICHFL, the Said Indenture listed in Part B of Annexure-2 shall be released by LICHFL to the Escrow Agent who shall hold

For ETA KARNATAKA ESTATES LIMITED For ETA Star Infopark
 For ETA CONSTRUCTIONS (INDIA) LTD DIRECTOR Authorised Signatory For Relationship Properties Pvt. Ltd.
 Director Authorised Signatory

the same along with the other Common Title Documents listed in Part A of Annexure-2 already in its custody for benefit of the purchaser of the Schedule D Property ("**ETA Purchaser**") who shall have right only to the extent of the Schedule D Property as well as for the lender/s of the Developer. In the event the ETA Purchaser wants to avail loan against security of the Schedule D Property, the Common Title Documents shall continue to be held by the Escrow Agent for benefit of the lender of the ETA Purchaser who shall have right only to the extent of the Schedule D Property, as well as for the lender/s of the Developer

Both Parties and their respective successors in title shall hold the original documents of title which are in their custody in trust for the other Party and shall allow/facilitate the inspection of the same by their Lenders and successors-in-title claiming under the respective Parties in future.

On construction of the Parkwest Project and completion of the sale of all the apartments in the Project, the Developer shall handover and/or release the title deeds and documents listed in **Annexure-1** to the Apex Association of Owners of Parkwest ("**Apex Association**") after securing an undertaking from the Apex Association to the effect that the Apex Association shall hold the original documents of title in trust for the Landowners and shall allow/facilitate the inspection thereof to the Landowners and their Lenders and successors-in-title claiming under them.

The Developer shall be entitled to obtain financial facilities from Banks, Financiers, Financial Companies and/or other Financial Institutions, on the security of the development rights of the Developer under this Agreement read with any other agreement that may be executed between the Landowners, the Co-Developer and the Developer (the "**Development Rights**") and/ or to the extent of Developer's right to the land in the Project Land (46.39 acres) and / or the Developer's Revenue Share for development of the Project Land ("**Developer's Revenue**").

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DIRECTOR

For ETA Star Infopark


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On the Developer securing the financial facilities, the Escrow Agent shall confirm that the Common Title Documents to the extent of the Project Land held in escrow shall be for the benefit of the Banks, Financiers, Financial Companies and/or other Financial Institutions, as the case may be. The Landowners/Co-Developer will not be liable to answer any liability created by the Developer nor will the Landowners' Revenue Share be subject to any charge or affected by any liability created by the Developer. The Landowners/Co-Developer shall render all necessary co-operation to the Developer as may be required from time to time without incurring any liability on them but at the cost of the Developer to enable the Developer to secure such financial facilities against the security of the Common Title Documents to the extent of the Project Land and the title documents listed in **Annexure-1** (collectively the "**Project Land Title Documents**") and or the Developer's Revenue Share and or the Development Rights. However, it is clarified here that the Landowners/ Co- Developer will not execute any Deed of Guarantee or any other Deeds or Documents creating/ binding any liability on them in respect of the loans/ financial assistance availed by the Developer as a security on Project Land and or the Development Rights and or the Developer's Revenue.

The Developer assures and covenants with the Landowners / Co-Developer that the liability/charge/mortgage so created by them as aforesaid will be fully discharged/liquidated/redeemed/ answered by them and the Landowners / Co- Developer will not be liable/answerable to the lender/ mortgagee or the flat purchasers in any manner. The Developer agrees to indemnify and keep indemnified the Landowners /Co-Developer from any such claims and demands that may be demanded or raised on the Landowners / Co-Developer by the lender/mortgagee at all times. In the event of any default in repayment of any debt incurred by the Developer, recovery shall be enforced only against the Developer and the security offered to the extent of 46.39 acres of Project Land and or the Developer's Revenue and or the

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Development Rights, and notwithstanding proceedings pending in this regard in any forum, the Landowners / Co Developer shall not be liable to the lenders/mortgagee for repayment of debt incurred by the Developer except foreclosure of the Project Land mortgaged in favour of the lender/mortgagee. The Developer will be entitled to avail financial facility by way of any kind of mortgage created against the Project Land Title Documents and or on Developer's Revenue and or the Development Rights and or the Project Land. In case of the requirement of any deposit of the Common Title Documents for securing such financial facility in terms of this clause, the same shall be done through the Escrow Agent for the benefit of the lenders. It is clarified that the Landowners / Co-Developer shall not be permitted to avail any loan or create any mortgage against security of the Project Land.

The Landowners or the Co-Developer shall be entitled to obtain financial facilities from Banks, Financiers, Financial Companies and/or other Financial Institutions, on the security of only the 6.44 acres of land and building constructed thereon which is set out in the Schedule D and hereinafter referred to as the Schedule D Property.

On the Landowners or the Co-Developer securing the financial facilities, the Escrow Agent shall confirm that the Common Title Documents to the extent of the Schedule D Property held in escrow shall be for the benefit of the Banks, Financiers, Financial Companies and/or other Financial Institutions, as the case may be. The Developer will not be liable to answer any liability created by the Landowners or the Co-Developer nor will the Developer's Revenue Share be subject to any charge or affected by any liability created by the Landowners or the Co-Developer. The Developer shall render all necessary co-operation to the Landowners or the Co-Developer as may be required from time to time without incurring any liability but at the cost of the Landowners or the Co-Developer to enable the Landowners or the Co-Developer to secure such financial facilities against the security of the Common Title Documents

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to the extent of Schedule D Property and the documents pertaining to the Schedule D Property which are in their custody (collectively the "**Schedule D Title Documents**"). However, it is clarified here that the Developer will not execute any Deed of Guarantee or any other Deeds or Documents creating/ binding any liability on it in respect of the loans/ financial assistance availed by the Landowners or the Co-Developer as a security on Schedule D Property.

The Landowners or the Co-Developer assures and covenants with the Developer that the liability/charge/mortgage so created by them as aforesaid will be fully discharged/liquidated/redeemed/ answered by them and the Developer will not be liable/answerable to the lender/ mortgagee of the Landowners or the Co-Developer in any manner. The Landowners and the Co-Developer agree to indemnify and keep indemnified the Developer from any such claims and demands that may be demanded or raised on the Developer by the lender/mortgagee of the Landowners or the Co-Developer at all times. In the event of any default in repayment of any debt incurred by the Landowners or the Co-Developer, recovery shall be enforced only against the Landowners or the Co-Developer and the security offered to the extent of the Schedule D Property and notwithstanding proceedings pending in this regard in any forum the Developer shall not be liable to the lenders/mortgagee for repayment of debt incurred by the Landowners or the Co-Developer except foreclosure of the Schedule D Property in favour of the lender/mortgagee. The Landowner and/or the Co-Developer will be entitled to avail financial facility by way of any kind of mortgage created against the Schedule D Title Documents. In case of the requirement of any deposit of the Common Title Documents for securing such financial facility in terms of this clause, the same shall be done through the Escrow Agent for the benefit of the lenders. It is clarified that the Developer shall not be permitted to avail any loan or create any mortgage against security of the Schedule D Property.

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On the construction of the Project and completion of the sale of all the apartments in the Project, the Parties agree that:

(1) In case the Schedule D Property is not bifurcated from the larger property admeasuring 52.8337 acres by partition of the Schedule D Property, the Parties may direct the Escrow Agent to either:

(a) release the Common Title Documents to the Apex Association in accordance with sub-clause (3) below; or

(b) continue to keep the Common Title Documents deposited in escrow with the Escrow Agent at the cost of the Landowners and the Co-Developer for the benefit of the Apex Association for the Project Land and for the financial institution giving loans to the Landowner or the Co-Developer against the security of only the Schedule D Property.

(2) In case the Schedule D Property is bifurcated from the larger property admeasuring 52.8337 acres by partition of the Schedule D Property, then the Landowners and Co-Developer shall only retain the Partition Deed as their title deed for the Schedule D Property and the Escrow Agent shall release the Common Title Documents to the Apex Association in accordance with sub-clause (3) below.

(3) In the event of the Common Title Documents being released to the Apex Association in terms of sub-clause (1)(a) or (2) above, before such release of the Common Title Documents, the Apex Association shall give an undertaking that no mortgage shall be created pertaining to the Schedule D Property by the Apex Association. In the event of any loan availed by the Landowners or Co-Developer against security of the Schedule D Property, the Apex Association, shall confirm that they shall produce the Common Title Documents as required before any financial institution granting any loan to the Landowners or the Co-Developer, as the case may be, and on the cost

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being borne by the Landowner or the Co-Developer, as the case may be, deposit the Common Title Documents with the mutually agreed escrow agent to hold the Common Title Documents for the benefit of the Apex Association for the Project Land and for the financial institution giving loans to the Landowner or the Co-Developer against the security of only the Schedule D Property. Such escrow arrangement other than mutually agreed terms, shall always have the clause that on the repayment of the amounts under any loan by the Landowner or the Co-Developer, as the case may be, the Common Title Documents shall always kept in escrow with the escrow agent at the cost of the Landowners and the Co-Developer”.

- 8) The Parties agree that the Clause 10.2 of the JDA shall stand deleted;
- 9) All outgoings towards stamp duty and registration charges, if applicable in respect of this Agreement shall be borne by the Developer;
- 10) The provisions of this Agreement shall be supplemental to the Principal JDA and save and except what has been agreed under this Agreement, the Parties agree that all other terms and conditions of the Principal JDA shall remain in force between them and shall govern the relationship between them;
- 11) In the event of any inconsistency between the Principal JDA and this Agreement pertaining to the terms agreed herein, the interpretations within this Agreement will supersede that of the Principal JDA.
- 12) All capitalised terms used but not defined under this Agreement shall have the meanings ascribed to such terms as defined under the Principal JDA.


SCHEDULE – A

All that property measuring 41.35 acres bearing New Municipal No.1/1, Hosakere Road (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No.1 to 4/5 of Hosakere Road), Ward No.31, Binnypet, Bangalore and bounded by:

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- East : Hosakere Road (Tank Bund Road towards Sirsi Circle to Mysore Road);
- West : Goripalya, Ranganatha Colony;
- North : New Binny Layout Road and Private Property;
- South : Goripalya;

SCHEDULE – B

All that Property measuring 10.8337 acres bearing New Municipal No.1, Hosakere Road (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No.1 to 4/5 of Hosakere Road), Ward No.31, Binnypet, Bangalore and bounded by:

- East : Hosakere Road (Tank Bund Road towards Sirsi Circle to Mysore Road);
- West : Schedule A Property;
- North : New Binny Layout Road; and
- South : Schedule A Property

SCHEDULE – C

All that Property measuring 5.04 acres being part of Schedule B Property bearing New Municipal No.1/1, Hosakere Road (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No.1 to 4/5 of Hosakere Road), Ward No.31, Binnypet, Bangalore and bounded by:

- East : Schedule D Property;
- West : Schedule A Property;
- North : New Binny Layout Road; and
- South : Schedule A Property

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SCHEDULE – D

Item No.1:

All that Property measuring 5.7939 acres being part of Schedule B Property bearing New Municipal No.1/1-1, 1/1-2 and 1/1-3, Hosakere Road (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No.1 to 4/5 of Hosakere Road), Ward No.31, Binnypet, Bangalore and bounded by:

East : Hosakere Road (Tank Bund Road towards Sirsi Circle to Mysore Road);
 West : Schedule C Property;
 North : New Binny Layout Road; and
 South : Schedule A Property

(Item 1 of Schedule D is hatched in green colour in the plan annexed as Annexure-3)

Item No.2:

All that Property measuring 0.65 acres being part of Schedule A Property bearing New Municipal No.1/1, Hosakere Road (forming part of property earlier bearing Municipal No.1 to 89 of Binny Mills, Residential Quarters / Binnypet Labour Colony and Municipal No.1 to 4/5 of Hosakere Road), Ward No.31, Binnypet, Bangalore and bounded by:

East : Schedule 'A' Property;
 West : Goripalya, Ranganatha Colony;
 North : New Binny Layout and Private Property;
 South : Goripalya;

(Item 2 of Schedule D is hatched in red colour in the plan annexed as Annexure-3)

For ETA KARNATAKA ESTATES LIMITED


DIRECTOR

For Relationship Properties Pvt. Ltd.


Authorised Signatory

For ETA CONSTRUCTIONS (INDIA) LTD


Director

For ETA Star Infopark


Authorised Signatory

IN WITNESS WHEREOF, the PARTIES hereto have executed this SUPPLEMENTAL AGREEMENT to Principal JDA in the presence of the Witnesses attesting hereunder:

1. SIGNED SEALED AND DELIVERED by the withinnamed First Land owner, **ETA Star Infopark**, represented by its Managing Partner, M/s. ETA Constructions (India) Limited through its Authorized Signatory, Mr. Ashraf A.R. Buhari,

For ETA Star Infopark

 Authorised Signatory

2. SIGNED SEALED AND DELIVERED by the withinnamed Second Land Owner, **ETA Karnataka Estates Limited**, represented by its Director, Mr. Ashraf A.R. Buhari

For ETA KARNATAKA ESTATES LIMITED


 DIRECTOR

3. SIGNED SEALED AND DELIVERED by the withinnamed, **Confirming Party ETA Constructions (India) Limited**, represented by its Director, Mr. Ashraf A.R. Buhari

For ETA CONSTRUCTIONS (INDIA) LTD

 Director,

4. SIGNED, SEALED AND DELIVERED by the withinnamed Purchaser, Relationship Properties Private Limited by its Authorized Signatory Mr. Makarand Desai,

For Relationship Properties Pvt. Ltd.

 Authorised Signatory

WITNESSES:

1)

2)

ANNEXURE – 1
(Documents handed over by ETA to RPPL)

Originals/Certified copies

Sl. No.	Date	Document Details
1.	02.01.1934	Original Gazette Notification bearing No.L.4909-MI.79-32-34 issued by the Deputy Secretary to Government, Government of Mysore and published in the Mysore Gazette on 04.01.1934;
2.	10.03.1934	Original Indenture executed between the Government of His Highness the Maharaja of Mysore represented by The Deputy Commissioner, Bangalore District in favor of The Bangalore Woollen Cotton Silk Mills Company Limited (registered as Document No. 2360 of Book-1, Volume-281, Pages 252 to 265 in the office of the Sub-Registrar, Bangalore) with regard to Jodi Kempapura properties and sketch.
3.	02.07.2008	Notarised copy of Partnership Deed entered between (1) ETA Karnataka Estates Limited (2) ETA Star Property Developers Limited (3) ETA Constructions (India) Private Limited (4) ETA Properties & Investments Private Limited (5) ETA Builders Private Limited (6) Maricar Estates Private Limited (7) ETA Estates Private Limited;
4.	31.07.2008	Board Resolution passed in the year 2008 by ETA Karnataka Estates Limited contributing land to the Partnership entered between (1) ETA Karnataka Estates Limited (2) ETA Star Property Developers Limited (3) ETA Constructions (India) Private Limited (4) ETA Properties & Investments Private Limited (5) ETA Builders Private Limited (6) Maricar Estates Private Limited (7) ETA Estates Private Limited;
5.	01.04.2010	Board Resolution passed in the year 2010 by ETA Karnataka Estates Limited contributing land to the Partnership entered between (1) ETA Karnataka Estates Limited (2) ETA Star Property Developers Limited (3) ETA Constructions (India) Private Limited (4) ETA Properties & Investments Private Limited (5) ETA Builders Private Limited (6) Maricar Estates Private Limited (7) ETA Estates Private Limited;
6.		Balance Sheet of ETA Star Info Park for the year 2008-09;
7.		Balance Sheet of ETA Karnataka Estates Limited for the year 2010-11;

For ETA KARNATAKA ESTATES LIMITED


DIRECTOR

For ETA Star Infopark


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Director

Sl. No.	Date	Document Details
8.	01.06.2010	Notarised copy of Deed of Reconstitution entered between ETA Karnataka Estates Limited and others of ETA Star Infopark.
9.	14.04.2011	Notarised copy of Deed of Expulsion entered between ETA Karnataka Estates Limited, ETA Constructions (India) Limited, ETA Properties and Investments Private Limited, ETA Builders Private Limited, Maricar Estates Private Limited and ETA Star Property Developers Limited;
10.	21.04.2011	Notarised copy of Deed of Reconstitution entered between ETA Karnataka Limited, ETA Constructions (India) Limited, ETA Properties and Investments Private Limited, ETA Builders Private Limited, Maricar Estates Private Limited, Ashraf Abdul Rahman Buhari and Khalid A.K. Buhari;
11.	22.03.2012	Notarised copy of Deed of Retirement Cum Reconstitution entered between 1) ETA Constructions (India) Limited, 2) ETA Karnataka Estates Limited 3) ETA Properties and Investments Private Limited 4) ETA Builders Private Limited 5) Maricar Estate Private Limited 6) Ashraf Abdul Rahman Buhari son of Syed Abdul Rahman Buhari 7) Khalid A.K Buhari son of M.K.M. Abdul Kader;
12.	16.08.2008	Certified copy of Form 'A' Extract (Extract for Register of Partnership Firm), under section 59 of the Indian Partnership Act, 1932 issued by the office of Registrar of Firms, Shivajinagar Registration District with regard to M/s ETA Star Infopark;
13.	16.08.2008	Notarised copy of Registration Certificate in Form 'C' extract issued to M/s ETA Star Infopark
14.	21.04.2011	Certified copy of Form A Extract issued by the Registrar of Firms, Shivajinagar Registration District, Bangalore with regard to ETA Star Info Park;
15.	20.02.2014	Notarised copy of Katha Certificate bearing No.BMP/REV/2013-14/KC/831774 with regard to PID No.31-42-1, in the name of ETA Karnataka Estates Limited measuring 1,65,394 Sq Ft. Ref in the name of ETA Karnataka Estates Limited issued by the office of the Bruhat Bangalore Mahanagara Palike.
16.	20.02.2014	Notarised copy of Khatha Extract bearing No.BMP/REV/2013-14/KE/ 907959 issued by the Assistant Revenue Officer, Civil Service Centre, Centre office, S.R. Circle, Bruhat Bangalore Mahanagara Palike with regard to Municipal No.1 (old No.42 to 47, 10, 11, 12, 32) Hosakere Road, Ward No.31, Binnypet, Bangalore;

For ETA KARNATAKA ESTATES LIMITED

For ETA Star Infopark

For Relationship Properties Pvt. Ltd.


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ANNEXURE – 2**(Documents of title common to both Project Land and ETA mall)****PART A****Originals/certified copies**

Sl. No.	Date	Document Details
1.	02.08.2010	Notarized Copy of Joint Development Agreement entered between ETA Karnataka Estates Limited and ETA Karnataka Constructions (India) Limited (registered as Document No. 1355/2010-11 in Book-I, stored in CD No. SRID94, in office of the Sub-Registrar, Srirampuram, Bangalore);
2.	31.03.2011	Notarized copy of Supplemental Joint Development Agreement entered between ETA Karnataka Estates Limited and ETA Karnataka Constructions (India) Limited (Document No. 3521/2010=11)
3.	16.02.1930	Original Indenture registered as Document No.1976/1929-30 of Book-1, Volume-134, Pages 192 to 211 in the office of the Sub-Registrar, Bangalore executed by The South India Industrials Limited in favor of K. Nanjundappa son of K.Channa Basappa with regard to Bhoganahalli and Guttahalli properties.
4.	23.11.1983	Certified copy of Deed of Re – Conveyance (registered as Document No.3586/1983 of Book-1, Volume-418, Pages 291 to 296 in the office of the District Registrar, Madras) executed by State Bank of India in favor of Binny limited.
5.	01.09.2010	Original Special Notice bearing No. Va-121/ KTR-103/09-10 M.T.R /15/110-11 issued by the Assistant Revenue Officer, Chikkepete Range, Bruhat Bangalore Mahanagara Palike, Bangalore;
6.		Certified copy of Property Register Card No. A1, 26884, of CTS No.2699/1, 2699/2, 2699/3 of P.T.S No.291, Kempapura Agrahara, Local Area-55, and Enquiry Register issued by the Enquiry Officer, No.1, City Survey, Bangalore.
7.	09.12.2011	Notarised copy of Licence bearing No.JDTP/LP/31/2010-11, issued by the Additional Director, Bruhat Bengaluru Mahanagara Pallike.

For ETA KARNATAKA ESTATES LIMITED


 DIRECTOR


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Sl. No.	Date	Document Details
8.	25.09.2004	Original Khata Endorsement / Uttara Pathra dated bearing No. Va. Gu (Bi) 31/KTR74/2004-05 with regard to Residential Quarters No.1 to 89, issued by the Assistant Revenue Officer, Binnypet Range, Bangalore Mahanagara Palike.
9.	25.09.2004	Original Khata Endorsement / Uttara Pathra dated bearing No. Va. Gu (Bi) 31/KTR74/2004-05 with regard to Residential Quarters No.1 to 4/5, issued by the Assistant Revenue Officer, Binnypet Range, Bangalore Mahanagara Palike.
10.	23.06.2005	Original Special Notice bearing No. Sa. Ka. Aam. Bi Va 31/KTR19/2005-06, M.R 28/2005-06 with regard to for clubbing of No.1 to 89 and 1 to 4/5, as Municipal No.1, issued by the Assistant Revenue Officer, Binnypet Range, Bangalore Mahanagara Palike.
11.		<ul style="list-style-type: none"> (i) Original Tax paid receipt dated 26.08.2003, ref No.275569 for the year 2002-03 and 2003-04. (ii) Original Tax paid receipt dated 09.08.2004, ref No. 894457 for the year 2004-05. (iii) Original Tax paid receipt dated 03.05.2005, ref No.969204 for the year 2005-06. (iv) Original Tax paid receipt dated 24.04.2006, ref No. 521301 for the year 2006-07. (v) Original Tax paid receipt dated 24.04.2007, ref No.102836 for the year 2007-08. (vi) Original Tax paid receipt dated 21.03.2009, ref No. 21654 for the year 2008-09. (vii) Original Tax paid receipt dated 28.07.2009, ref No.479922 for the year 2009-10. (viii) Original Tax paid receipt dated 29.04.2010, ref No.1176087 for the year 2010-11.
12.	13.12.2013	Original Amalgamation Agreement registered as Document No.SRI-1-4857/2013-14, of Book-1, stored in CD No. SRID156 in the office of the Sub-Registrar, Srirampura, Bangalore executed between ETA Star Infopark and ETA Karnataka Estates Limited.
13.	17.12.2013	Original Rectification Deed executed between ETA Star Infopark and ETA Karnataka Estates Limited (registered as Document No.SRI-1-4918/2013-14, of Book-1, stored in CD No. SRID156 in the office of the Sub-Registrar, Srirampura, Bangalore);

For ETA KARNATAKA ESTATES LIMITED


 DIRECTOR

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 Director

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Sl. No.	Date	Document Details
14.	17.02.2014	Original Special notice bearing No. Va-121/KTR 126/2013-14, MTR 37/2013-14, issued by the Assistant Revenue Officer, Chikkapete Division, Bruhat Bengaluru Mahanagara Palike.
15.	11.09.2003	Original Katha Extracts for the year 2003 with regard to Municipal No.1, 2/2, 3/3, 4/4, 4/5, 1 to 89 in the name of B.W.C & S Mills issued by the Assistant Revenue Officer, Binnypet Range, Bangalore.
16.	17.08.2004	Original Katha Certificate bearing No. DA (B)31/P.R37/2004-05 in the name of B.W.C & S Mills with regard to 1 to 89, and 1 to 4/5 issued by the Assistant Revenue Officer, Binnypet Range, Bangalore.
17.	10.12.2004	Original Katha Certificate bearing No. DA (B)31/P.R89/2004-05 and Original Katha Extract for the year 2004-05 in the name of ETA Karnataka Estates Limited with regard to 2/2, 1 issued by the Assistant Revenue Officer, Binnypet Range, Bangalore
18.	10.12.2004	Original Katha Certificate bearing No. DA (B)31/P.R89/2004-05 and Original Katha Extract dated 10.12.2004 for the year 2004-05 in the name of ETA Karnataka Estates Limited with regard to 3/3, 4/4, 4/5 issued by the Assistant Revenue Officer, Binnypet
19.	25.06.2005	Original Katha Certificate bearing Ref No.D.A (Bi)31/PR54/2005-06 and Khata Extract for the period 2005-06 with regard to Municipal No.1, issued by the Assistant Revenue Officer, Binnypet Range, Bangalore Mahanagara Palike.
20.	13.04.2010	Original Katha Extract bearing No.BMP/REV/2010-11/KE/499515 with regard to PID No.31-42-1 measuring 24,66,832 Sq Ft. in the name of ETA Karnataka Estates Limited issued by the office of the Bruhat Bangalore Mahanagara Palike
21.	13.04.2010	Original Katha Certificate bearing No.BMP/REV/2010-11/KC/474340 with regard to PID No.31-42-1, in the name of ETA Karnataka Estates Limited;
22.	01.09.2010	Original Katha Certificate No.BMP/REV/2010-11/KC/510275 with regard to PID No.31-42-1/1, Ref in the name of ETA Star Infopark issued by the office of the Bruhat Bangalore Mahanagara Palike.;

For ETA KARNATAKA ESTATES LIMITED


 DIRECTOR

For ETA Star Infopark


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Sl. No.	Date	Document Details
23.	01.09.2010	Original Katha Extract bearing No.BMP/REV/2010-11/KE/540899 with regard to PID No.31-42-1/1 measuring 18,29,520 Sq Ft. Ref in the name of ETA Star Infopark issued by the office of the Bruhat Bangalore Mahanagara Palike;
24.	24.09.2003	Certified True copy of Order passed by the Hon'ble High Court of Judicature at Madras in W.P No.14856/2003, W.P.M.P Nos.18599, 18600 of 2003 & W.V.M.P Nos. 1399 to 1402 of 2003 issued by the City Civil Court.
25.	22.10.2003	Certified True copy of BIFR Order passed by the Board for Industrial & Financial Reconstruction in Case No.48/1993 issued by the City Civil Court.
26.	11.03.2004	Certified True copy of BIFR Order passed by the Board for Industrial & Financial Reconstruction in Case No.48/1993 issued by the City Civil Court.
27.	24.03.2004	Certified True copy of Memorandum of Implementation and Compliance between Binny Limited and Binny Karnataka Limited issued by the City Civil Court.
28.	17.12.2004	Notarised Copy of Judgment in Case bearing O.S. No.8457/1995 in the Court of the Additional City Civil Judge, Bangalore;
29.	07.02.2005	Notarised Copy of Complaint in suit bearing O.S. No.1036/2005 on the file of the Court of the Additional City Civil Judge at Bangalore;
30.	08.11.2012	Notarised Copy of Judgment in suit bearing O.S. No. 1036/2005 on the file of Principal City Civil and Sessions Judge at Bangalore;
31.	07.02.2005	Notarised Copy of Complaint in suit bearing O.S. No. 1034/2005 on the file of the Additional City Civil Judge at Bangalore;
32.		Notarised Copy of Judgment passed by the Hon'ble High Court of Karnataka in suit bearing RFA No.74/2005;
33.	11.12.2008	Notarised Copy of Complaint in suit bearing O.S. No.8263/2008 on the file of the Additional City Civil Judge, Bangalore;
34.	01.03.2012	Certified Copy of Withdrawal Memo and Order Sheet in suit bearing O.S. No.8263/2005 on the file of the Additional City Civil Judge, at Bangalore;

For ETA KARNATAKA ESTATES LIMITED For ETA Star Infopark


DIRECTOR


Authorised Signatory

For Relationship Properties Pvt. Ltd.

For ETA CONSTRUCTIONS (INDIA) LTD


Director



Authorised Signatory

Sl. No.	Date	Document Details
35.	008.11.2012	Certified Copy of Judgment in suit bearing O.S. No. 1034/2005 on the file of the Court of the Additional City Civil Judge at Bangalore. 2 Nos;
36.	11.09.2012	Notarised copy of Order Sheet Extract in Special Leave to Appeal (Civil) No.22404/2011, on the file of the Supreme Court of India;
37.		Certified copy of the Order Sheet in suit bearing O.S. No. 594/2012 on file of the City Civil Judge filed by Rajamma, C.N. Geetha and C.S. Shashishekhar with regard to property bearing Municipal No.1 and 2, Hosakere Road and part of Survey No. 10/1 situated at Bhoganahalli Village, Kasaba Hobli Bangalore measuring East to West: 165+260/2 feet, North to South: 108+205/2 feet, in all measuring about 32,865 square feet;
38.	18.01.2012	Notarised Copy of the Complaint in suit bearing O.S. No. 594/2012 on file of the XI Additional City Civil Judge by Rajamma and others against Ashraf A.R. Buhari with regard to property bearing Municipal No.1 and 2, Hosakere Road and part of Survey No. 10/1 situated at Bhoganahalli Village, Kasaba Hobli Bangalore measuring East to West: 165+260/2 feet, North to South: 108+205/2 feet, in all measuring about 32,865 square feet;
39.	09.06.2015	Certified Copy of the Written Statement in OS No. 594/2012 on file of the Court of City Civil Judge file by the Director of M/s Binny Limited and the Director of ETA Karnataka Estates Limited;
40.		Certified Copy of Amendment Complaint in O.S. No. 594/2012 on the file of the City Civil Judge by Rajamma, C.N. Geetha and C.S. Shashishekhar with regard to property bearing Municipal No.1 and 2, Hosakere Road and part of Survey No. 10/1 situated at Bhoganahalli Village, Kasaba Hobli Bangalore
41.	15.03.2017	Certified Copy of the Complaint in suit bearing O.S. No. 1920/2017 on file of the City Civil Judge at Bangalore filed by K.G. Shashidhar against S.V. Global Mill Limited and ETA Karnataka Estates Limited;
42.		Certified copy of the Order Sheet in suit bearing O.S. No. 1920/2017 on file of the City Civil Judge at Bangalore filed by K.G. Shashidhar against S.V. Global Mill Limited and ETA Karnataka Estates Limited;

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Sl. No.	Date	Document Details
43.	21.09.1967	Certified True copy of Trust Deed executed between Bangalore Woollen Cotton Silk Mills Company Limited and State Bank of India in the Registrar office, Madras-Chinglepet, Madras, (registered as Doc No.4201/1967, Volume 1745, pages 95 to 188, issued by the office of the Sub-Registrar, Srirampura, Central Copy Office, Bangalore Urban District) issued by the City Civil Court;
44.	31.10.1973	Certified copy of Sale Deed executed by Binny Limited in favor of Binny Mills Workers and others Labourers Co-Operative Housing Limited (registered as Document No. 2565/1973-74 issued by the office of the Sub-Registrar, Vijayanagar, Bangalore)
45.	02.07.1974	Certified copy of Sale Deed executed by Binny Limited in favor of Employee State Insurance Corporation (registered as Document No.1312/1974-75 issued by the Office of the Sub-Registrar, Vijayanagar, Bangalore);
46.	30.12.1978	Certified copy of Exchange Deed executed between The Corporation of the City of Bangalore and Binny Limited (registered as Document No.303/1979-80 issued by the office of the Sub-Registrar, Gandhinagar, Bangalore).
47.		Certified True copy of Sanctioned Scheme approved by the Board for Industrial & Financial Reconstruction in Case No.48/1993 issued by the City Civil Court;
48.	23.09.1994	Certified copy of Exchange Deed executed between the Bangalore Woollen Cotton Silk Mills Company Limited and Nishani Shamanna (registered as Document No.1916/1994-95 issued by the Office of the Sub-Registrar, Vijayanagar, Bangalore).

Part – B

(Documents of title common to both Project Land and ETA mall which is deposited with LIC)

Sl. No.	Date	Document Details
1.	22.02.1930	Original Indenture executed by K. Nanjundappa son of K.Channa Basappa in favor of The Bangalore Wollen Cotton Silk Mills Company Limited (registered as Document No. 2015 of Book-1, Volume-134, Pages 212 to 223 in the office of the Sub-Registrar, Bangalore) with regard to Bhoganahalli and Guttahalli properties.

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