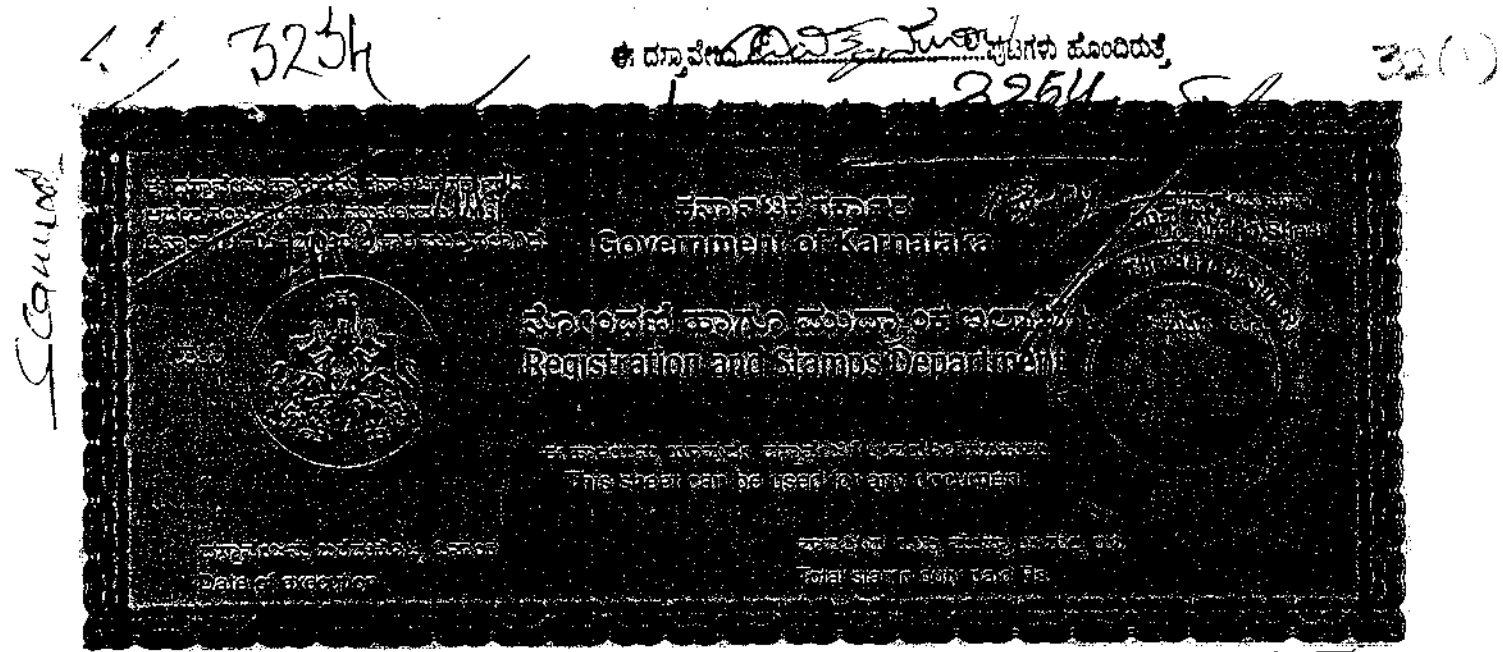




JOINT DEVELOPMENT AGREEMENT

ORIGINAL

This Joint Development Agreement ("Agreement") made on this 11th day of July 2013 ("Effective Date") at Bangalore:

BY AND BETWEEN:

S.V. Venkatesh
S.V. Vijaya
S. V. VENKATESH - HUF, by its Kartha and members (1) Shri. S. V. VENKATESH, son of late Shri. S. K. Venkataranga Iyengar, aged about 71 years, residing at No.2, Vishwanatha Rao Road, Madhavanagar, Bangalore - 560 001 and its members (2) Dr. PRIYA VENKATESH, daughter of Shri. S. V. Venkatesh, wife of Shri. Ram Melkote, aged about 41 years, residing at 1308, Garthwick Drive, Los Altos, Ca 94024, U.S.A. and (3) Shri. ATUL KISHEN, son of Shri. S. V. Venkatesh, aged about 38 years — Master ADIRANGA SETLUR, son of Shri. Atul Kishen, aged about 03 years, being minor, represented by his natural guardian, father, Shri. Atul Kishen, both residing at 125 S Jefferson, St. #1104, Chicago, Illinois, 60661 and the Owner Nos. 2, 3 — are represented by their General Power of Attorney Holder, Smt. S. V. Vijaya, wife of Shri. S. V. Venkatesh, hereinafter collectively referred to as "Owners" (which expression shall mean and include, unless repugnant to the context or meaning thereof, their respective heirs, administrators, executors and assigns), of the First Part.

AND

LGCL URBAN HOMES (INDIA) LLP, a Limited Liability Partnership, having its office at No. 12/1, Rest House Road, Bangalore - 560 001, represented by its authorized signatory, Mr. Girish Puravankara, who has executed this Agreement and the Agreement is being presented and the execution is being admitted by his Power of Attorney Holder, Sri. Chandrashekhara

S.V. Venkatesh

S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

[Signature]
1

2ನೇ ಕುಟುಂಬ ವಸತಿ ಸಂಪನ್ಮೂಲ 3254
1314



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

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Purvankara Rep by his PA Holder Chandrashekhara Moodadka , ಇವರು 562500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

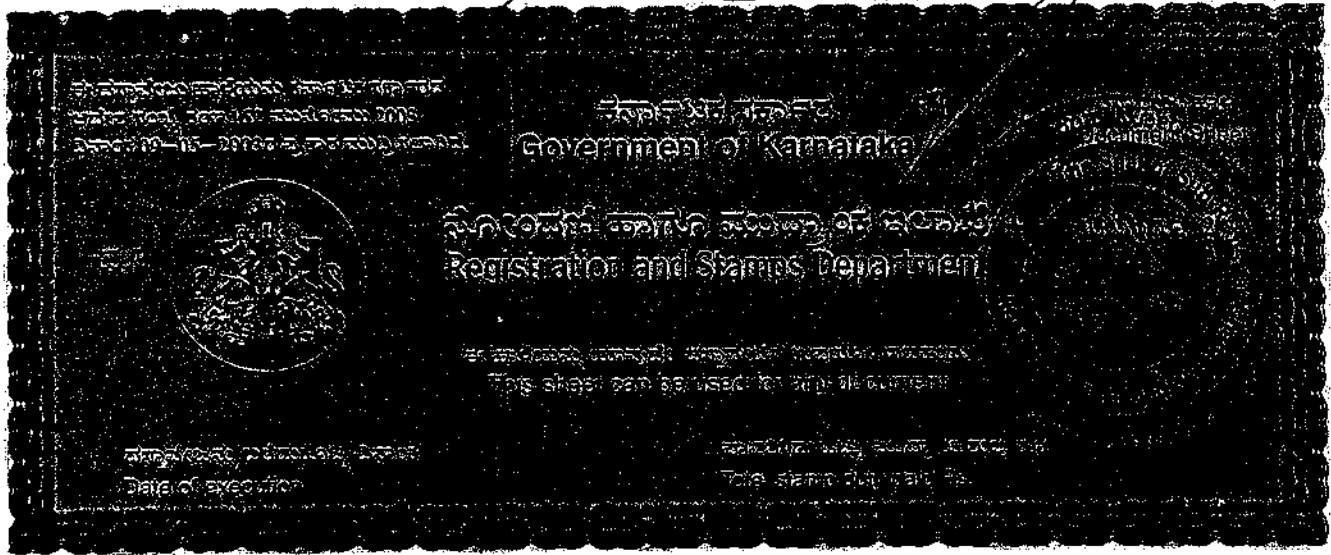
ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	562500.00	DD No 086934 Dated 10/07/2013 ICICI Bank Bangalore
ಒಟ್ಟು :	562500.00	

ಸ್ಥಳ : ಬಾಮರಾಜಪೇಟೆ

ದಿನಾಂಕ : 11/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಬಸವನಗುಡಿ (ಬಾಮರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC ,ACTS Pune.



Moodadka, constituted under Special Power of Attorney dated 05-05-2012, registered vide document No. 64/2012-13 of Book IV stored in C. D. No. SHVD 150, in the office of the Sub-Registrar, Shivajinagar, Bangalore, hereinafter referred to as “Developer” (which expression shall mean and include, unless repugnant to the context or meaning thereof, its successors-in-interest, administrators, executors and assigns), of the Second Part.

(The Owners and Developer shall be collectively referred to as “Parties” and individually referred to as “Party”.)

WHEREAS

- A. The Owners represents that they are the sole and absolute owners in possession and enjoyment of all that parcels of immovable land bearing survey No.12, measuring 1 acre, situated at Choodasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, which are more fully mentioned and described in the Schedule hereunder and hereinafter referred to as “Schedule Property”.
- B. The Schedule Property and other properties were owned by Shri. S. K. Venkataranga Iyengar, the father of the Owner No.1 and by virtue of the Deed of Partition dated 03-07-1986, the joint family properties were divided and settled amongst his sons and daughters namely Smt. Radhamurthy, Shri. S. V. Venkatesh (the Owner No.1 herein) and Shri. S. V. Rangaswamy. Under the said Deed of Partition the larger extent of the Schedule Property measuring 6 acres 16 guntas was allotted to the exclusive share of Smt. Radhamurthy. On 05-03-1991 the said Smt. Radhamurthy, her husband, children and brother, namely, Sri. N. Krishnamurthy, Sri. N. Sudharshan, Sri. N. Harish, Smt. Sridevi, Smt. Kalpana Meghanath, Sri. N. Giridhar Srinivas and Sri. S. V. Venkatesh, respectively, partitioned few properties owned and possessed by Smt. Radha Murthy, before the Panchayatdars

S. V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

S.V. Venkatesh

S.V. Vijaya

Authorised Signatory²

4ನೇ ಕ್ರಮ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 3254
13-07-2013



Print Date & Time : 11-07-2013 03:59:16 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 3254

ಚಾಮರಾಜಪೇಟೆ ದಲ್ಲಿರುವ ಉಪನೋದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 11-07-2013 ರಂದು 03:06:39 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	112500.00
2	ಸೇವಾ ಶುಲ್ಕ	1820.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	114420.00

ಶ್ರೀ LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Purvankara Rep by his PA Holder Chandrashekhara Moodadka ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Purvankara Rep by his PA Holder Chandrashekhara Moodadka			

ಹಿರಿಯ ಉಪನೋದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)

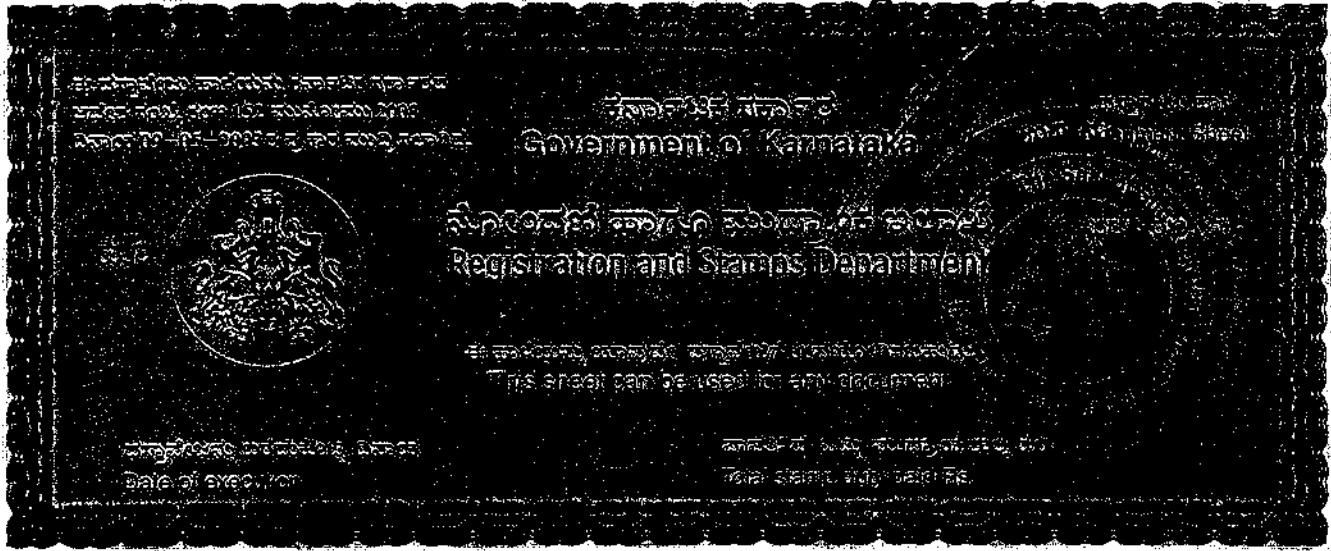
ಬೆಂಗಳೂರು ಮುಖ್ಯದ್ದಾಗಿ

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು	ಸಹಿ
1	LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Purvankara Rep by his PA Holder Chandrashekhara Moodadka . (ಬರೆದುಕೊಂಡವರು)			
2	Dr. Priya Venkatesh, Atul Kishan. (Adiranga Setlur being Minor Rep by his Natural Guardian Father Atul Kishan)both are Rep by their GPA Holder S.V. . (ಬರೆದುಕೊಂಡವರು)			

ಹಿರಿಯ ಉಪನೋದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)

5ನೇ ಕುಟುಂಬ ವಸತಿ ಯೋಜನೆ 3254



and the Schedule Property was allotted to the share of Sri. S. V. Venkatesh (Owner No.1 herein).

- C. The Owners are fully seized and possessed of the Schedule Property with power and authority to sell or otherwise dispose of the Schedule Property in favor of any person of his choice.
- D. The Owners have obtained change of land use from industrial (high-tech) use to residential use vide Official Memorandum No.ALN[ASH]SR/156/2012-13, dated 19/01/2013, issued by the Deputy Commissioner, Bangalore District, Bangalore.
- E. The Owners have offered the Schedule Property to the Developer for Joint Development and the Developer has agreed to develop the Schedule Property at its cost and expense by constructing luxurious residential row house / villas in accordance with the scheme formulated by the Parties (such development hereinafter referred to as "**Residential Complex**") and deliver to the Owners or their nominees the Owners' Share (hereafter defined) in consideration for the Owners transferring or conveying the Developer's Share (hereafter defined) in the Schedule Property in favour of the Developer or its nominees as agreed upon and as set out hereunder.
- F. The Developer has obtained clearance of the marketable right, title and interest of the Owners to the Schedule Property from its Advocate.
- G. The Parties have agreed to put in writing the terms of development and accordingly this Agreement is made.

S.V. Venkatesh

S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

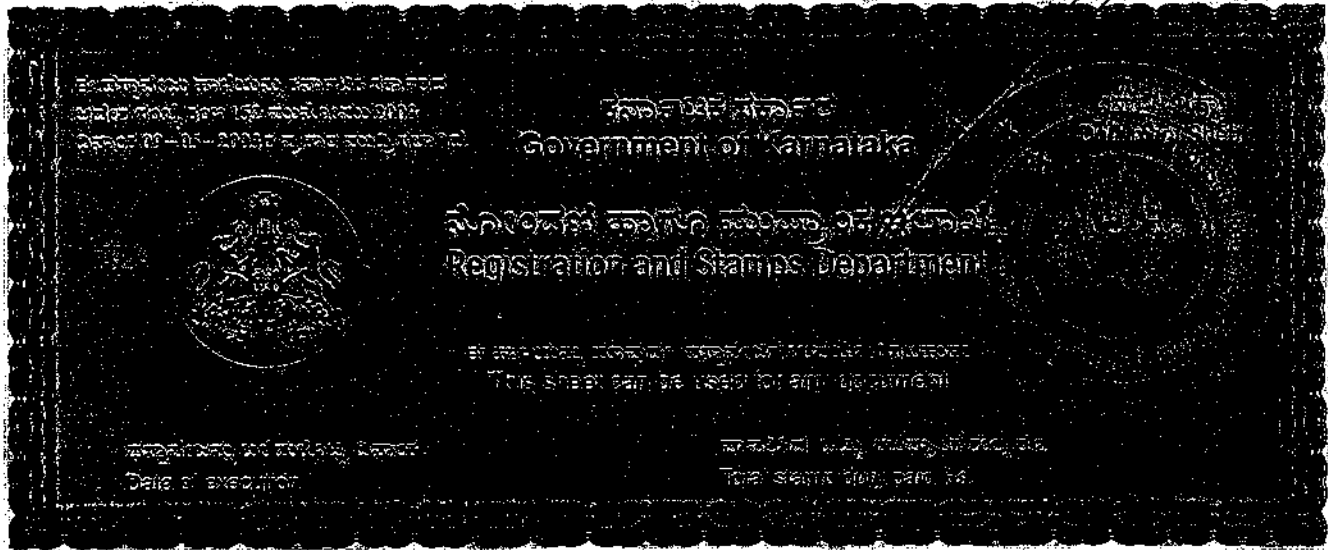
[Signature]
Authorised Signatory

6ನೇ ಕ್ರಮ ದತ್ತಾಂಶ ಸಂಖ್ಯೆ 3254-5

13-14

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
3	S.V. Venkatesh . (ಬರೆದುಕೊಡುವವರು)			S.V. Venkatesh
4	Dr. Priya Venkatesh, Atul Kishan, (Adiranga Setlur being Minor Rep by his Natural Guardian Father Atul Kishan) ~~both~~ are Rep by their GPA Holder S.V. Vijaya (ಬರೆದುಕೊಡುವವರು)			S.V. Vijaya S.V. Vijaya

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟ್ಟೆ)
ಬೆಂಗಳೂರು.



NOW THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 **Applicable Laws:** shall mean laws of the Republic of India including, inter alia, all applicable statutes, enactments, acts of legislature, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, State or Centre.
- 1.2 **Built-up Area:** shall mean the total constructed area including the wall thickness of each row house/Villas.
- 1.3 **Common Area:** shall mean and include common electrical meter room, pump room, generator rooms, security room, common amenities, swimming pool, club house area, lifts, gym, STP and water treatment plant, garden area, walkways, driveways, roads, common facilities and such areas specifically designated as common areas in the Residential Complex and excludes car parking area, garden and terrace areas allocated to the exclusive use and enjoyment of each row house / villa in the Residential Complex.
- 1.4 **Super Built-up Area:** shall mean the Built-up Area of each row house/villa along with car parking space, terrace area and garden area of each row house/villa together with proportionate undivided share in the common areas.
- 1.5 **Commencement of Construction:** shall mean the commencing the laying of foundation of a Row House / Villa on the Schedule Property after getting the plan sanction and all permissions to start the construction.

S.V. Venkatesh

S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

PROLOG URBAN HOMES PRIVATE LTD

[Signature]
Authorised Signatory

8 ನೇ ಪುಟ ದ್ವಾವೇಜು ಸಂಖ್ಯೆ 3254/13
1314

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	H.J. Rangappa No 203, 3rd Flor, Jeevanadhi Samskruthi Apartments, 3rd Main, New Thippasandra, 3rd State, HAL, Bangalore 560 075	
2	Deepak Venkatesh No 14, 3rd Cross, Lakshmi Road, Shanthi Nagar, Bangalore 560 027	

11/7
ಹಿರಿಯ ಉಪನೋದಕಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು.

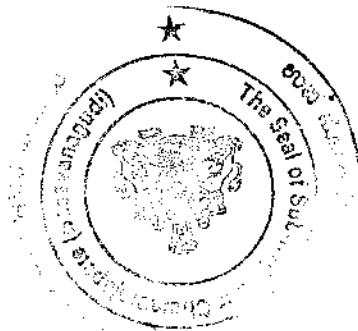
There is no difference between the original and duplicate

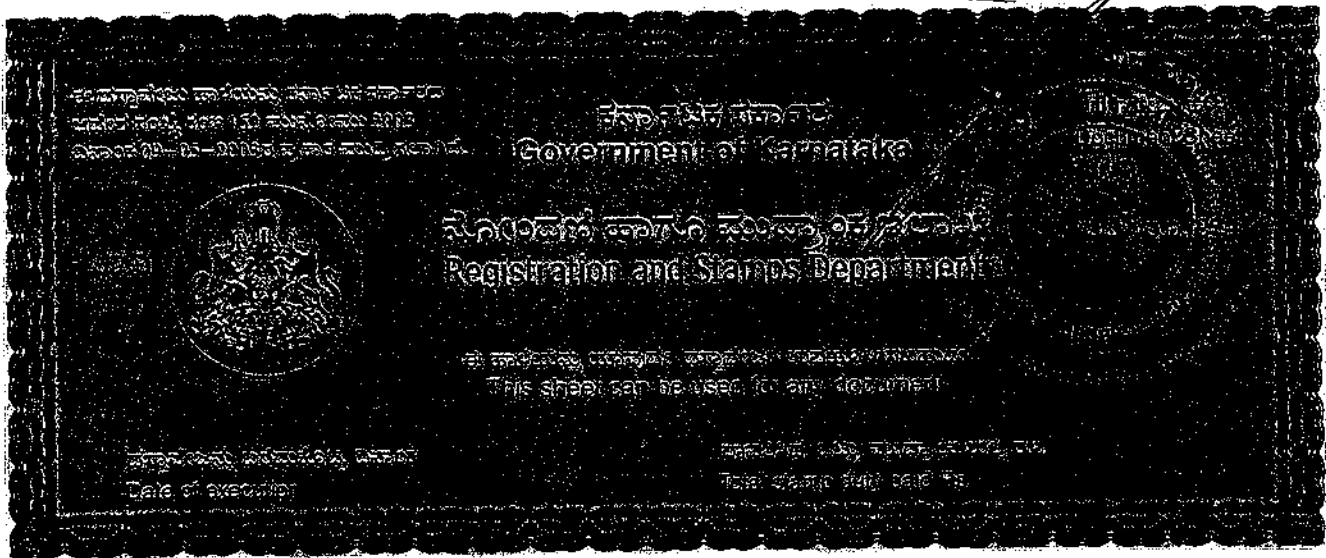
11/7
ಹಿರಿಯ ಉಪನೋದಕಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)

ಬೆಂಗಳೂರು.

 1 ನೇ ಪುಟದ ದ್ವಾವೇಜು ಸಂಖ್ಯೆ CMP-1-03254-2013-14 ಆಗಿ ಸಿ.ಡಿ. ಸಂಖ್ಯೆ CMPD93 ಸೇರಿದಲ್ಲಿ ದಿನಾಂಕ 11-07-2013 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ ಹಿರಿಯ ಉಪನೋದಕಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ) ಉಪನೋದಕಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
--

Designed and Developed by C-DAC, ACTS, Pune





- 1.6 **Completion:** shall mean completing of all the developmental and constructional activity on the Schedule Property in accordance with the sanctioned plan and the specifications in its entirety for the Residential Complex and having obtained the Occupancy Certificate from the concerned authority and delivering possession of the Owners' Share to the Owners.
- 1.7 **Developer's Share:** shall mean the 65% of the total Super built-up Area of the Residential Complex, along with proportionate car parking spaces, terrace area, garden area and the proportionate undivided share in the Schedule Property corresponding to the Super built-up Area falling to the share of the Developer.
- 1.8 **Effective Date:** shall mean the day and date on which this Agreement is signed by the Parties herein.
- 1.9 **Sanction Plan:** shall mean the architectural, structural, development/ building plan of the Residential Complex to be drawn in accordance with the applicable Rules and Regulations of the Local Planning Authorities, Building bye-laws, that is to be submitted and approved in the first instance by the Bangalore Development Authority/suitable authority.
- 1.10 **Force Majeure:** shall have the meaning as ascribed to it in clause 22 of this Agreement.
- 1.11 **Governmental Authority:** shall mean any Governmental or statutory authority and any agency, commission, board or tribunal constituted under a statute.

S. V. Venkatesh

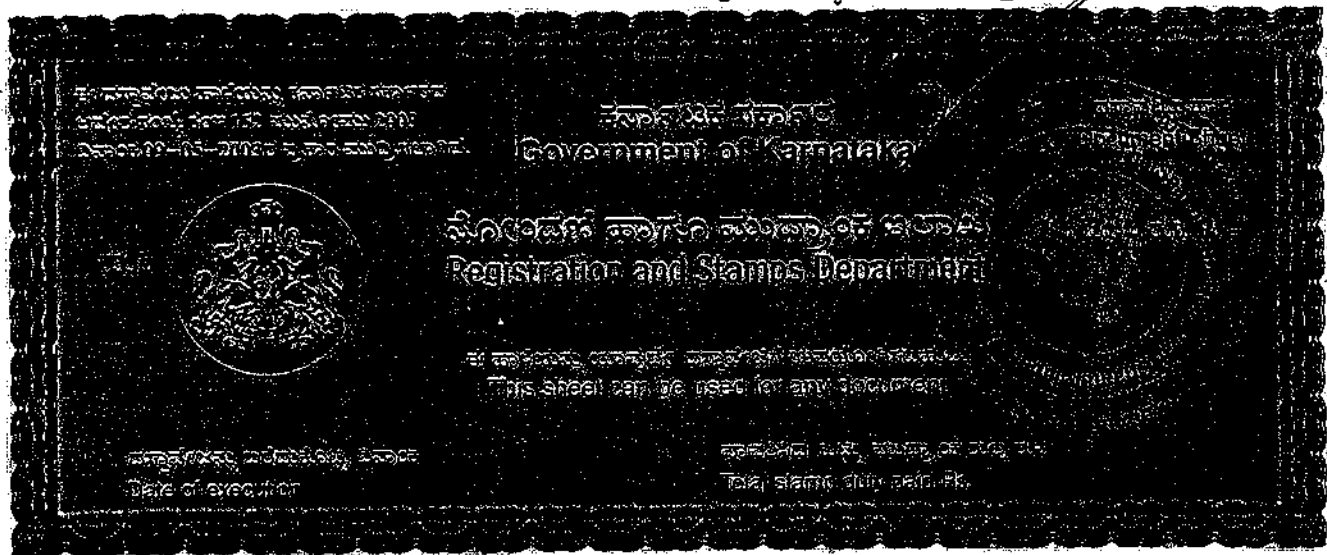
S.V. Vijaya

For LCCL URBAN HOMES (INDIA) LLP

S. V. Venkatesh

S.V. Vijaya

Authorised Signatory



- 1.12 **Owners' Share:** shall mean 35% of the total Super built-up Area of the Residential Complex, along with proportionate car parking spaces, terrace area, garden area and the proportionate undivided share in the Schedule Property corresponding to the Super built-up Area falling to the share of the Owners.
- 1.13 **Party or Parties:** Party shall mean either the Owners or the Developer and Parties shall mean the Owners and the Developer.
- 1.14 **Residential Complex:** shall mean the complete project and includes the luxurious Row Houses/Villas to be constructed by the Developer on the Schedule Property in term of this Agreement as per the specifications and as per the sanctioned plan.
- 1.15 **Sharing Agreement:** shall mean the Supplemental Agreement to be drawn by and between the Parties upon obtaining the sanctioned plan for development of the Residential Complex that shows specifies,, demarcates, identifies and allocates the actual boundaries and areas of the Owners' and the Developer's Share in the Residential Complex.
- 1.16 **Sub-Contractor:** shall mean any person engaged by the Developer to carry out any part of the Project.

2 **RIGHT TO DEVELOP AND CONSTRUCT AND PERMISSIVE POSSESSION**

- 2.1 Subject to the terms and conditions stated herein, the Owners hereby grant the Developer the right to develop and construct the Residential Complex. The Owners shall not revoke the right so granted till the Completion of the

S. V. Venkatesh

S. V. Vijaya

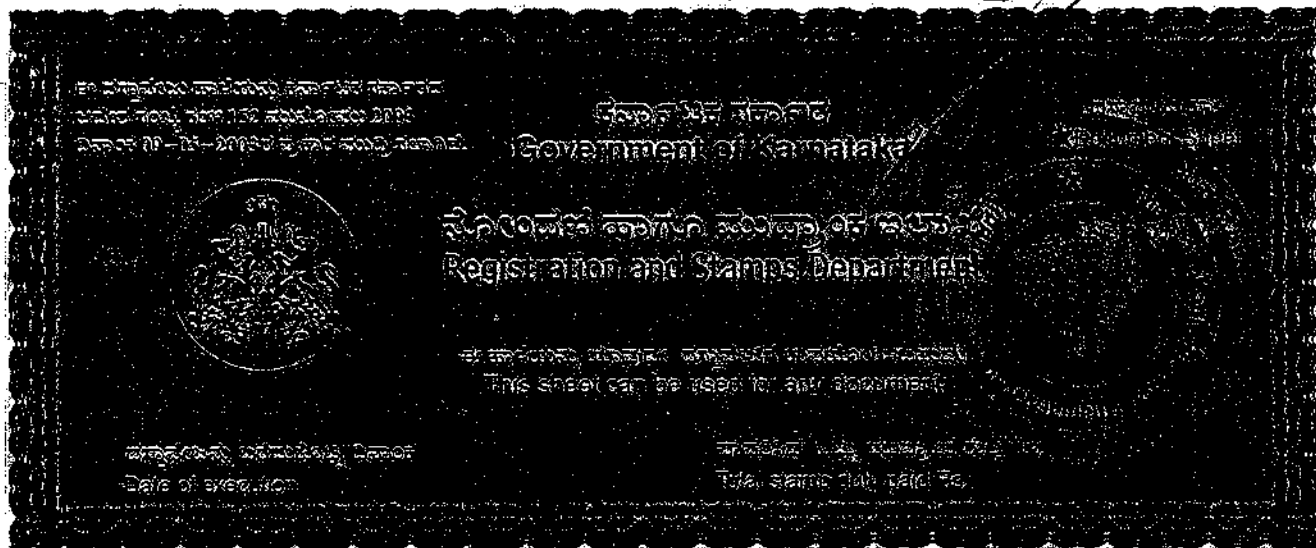
For LGCL URBAN HOMES (INDIA) LTD

S. V. Venkatesh

S. V. Vijaya

Authorised Signatory

11ನೇ ಕ್ಯು ಪದ್ಧತಿಯ ಸೂಚಿ 3254



Residential Complex and conveyance of the Developer's Share in the name of the Developer/s and/or its nominee/s pursuant to the terms of this agreement.

- 2.2 The Owners hereby grant licence to the Developer to enter upon the Schedule Property to commence, carry out and complete development of the Residential Complex thereon as per the scheme formulated by the Developer and in accordance with the sanctioned plan and pursuant to the terms of this agreement.
- 2.3 The Owners have this day granted license to the Developer to enter the Schedule Property for the purpose of constructing the Residential Complex. It is specifically understood between the Parties that the license to enter the Schedule Property being given to the Developer is not being given or intended to be given by the Owners in part performance of this agreement under section 53A of the Transfer of Property Act read with Section 2 (47) (v) of the Income Tax Act of 1961 and this is not a sale agreement in any form or manner. The Parties confirm that the Owners shall retain legal possession over the Schedule Property, subject to other terms and conditions of this Agreement. The development contemplated by this Agreement is not in the nature of a Partnership as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961.
- 2.4 The Developer shall be entitled to merge/club the Schedule Property along with adjacent lands owned by Shri. Ashok Abraham Kuriakose bearing (1) survey No. 11, measuring 1 acre 21 guntas, (2) survey No. 12, measuring 5 acres 16 guntas and (3) survey No. 13/1, measuring 35 guntas, measuring in total 7 acres 32 guntas of Choodasandra Village and Develop the same as a composite block by

S.V. Venkatesh

S.V. Vijaya

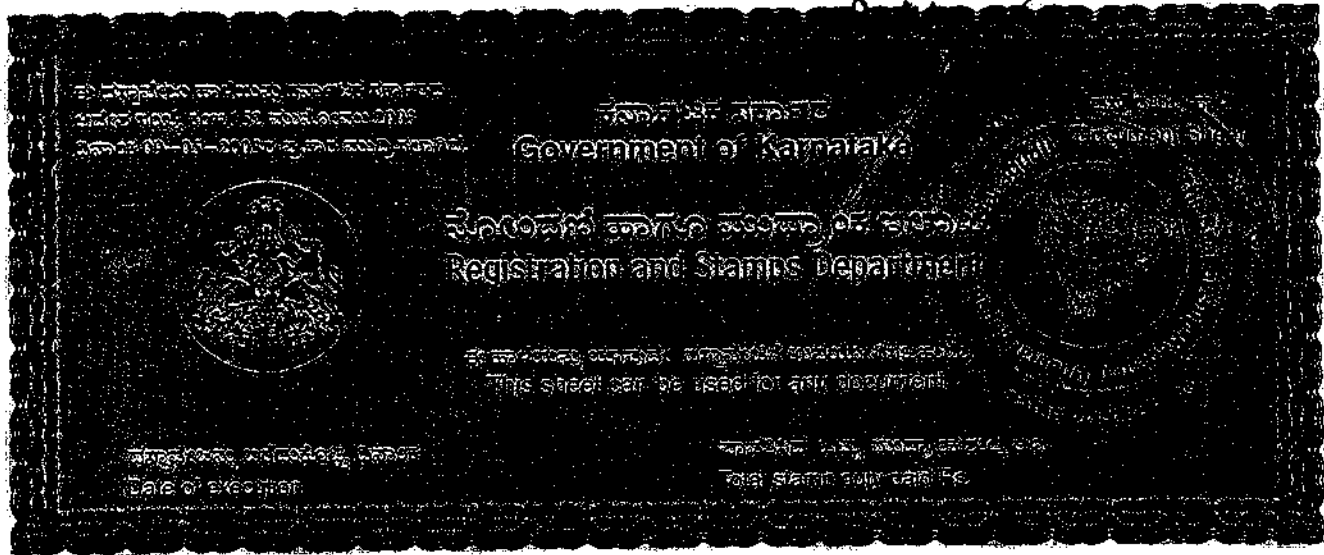
For LGCL URBAN HOMES (INDIA) LLP

S.V. Venkatesh

S.V. Vijaya

Authorised Signatory

12th Floor, 3254



obtaining necessary sanction plan, without affecting the rights of the Owners under this Agreement.

3 SHARING OF BUILT-UP AREA AND RELATIVE INTEREST OF THE PARTIES:

3.1 The Parties agree to share the Residential Complex in the following manner:

- a The Owners' share – The Owners are entitled to 35% of the total Super built-up area of the Residential Complex which includes proportionate car parking spaces, terrace area, garden area and proportionate undivided share in the Schedule Property corresponding to the super built-up area falling to the share of the Owners (hereinafter referred to as “Owners' Share”).
- b The Developer's share – The Developer is entitled to 65% of the total Super built-up area of the Residential Complex which includes proportionate car parking spaces, terrace area, garden area and proportionate undivided share in the Schedule Property corresponding to the super built-up area falling to the share of the Developer (hereinafter referred to as “Developer's Share”).

3.2 The Sharing Agreement shall be drawn and executed by the Parties within fifteen (15) days from the date of obtaining the sanctioned plan and before commencement of construction. The Parties after execution of the Sharing Agreement shall be entitled to deal with their respective shares as their own property and shall be entitled to all income, gains, capital appreciation and benefits of all kinds accruing or arising from or in relation thereto, subject to the terms of this Agreement. However, at the time of sharing the Parties shall give

S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

S.V. Venkatesh

S.V. Vijaya

Authorized Signatory



due account to the advantages/disadvantages in proportion to their respective shares. The Schedule Property shall not be conveyed under the Sharing Agreement and conveyance of the Developer's Share is subject to the Developer completing the Residential Complex in all respects and intimating the Owners in writing of its readiness and intention to handover the Owners' share.

3.3 Since a row houses/Villa cannot be fragmented to enable the Owners and the Developer to retain exactly the Owners' Share and the Developer's Share, at the time of drawing up and executing the Sharing Agreement, the Owners and the Developer shall be entitled to such number of row houses/Villas whose Super Built-up Area will be nearer to (rounded off to lower) the Owners' Share and the Developer's Share. If the above said entitlement of Super built-up Area of a row house/Villa of the Owners and the Developer falls short of the Owners' Share and the Developer's Share, the Parties agree to compensate the other Party monetarily at mutually agreed price/rate for such fractional shortfall.

3.4 The Owners hereby gives their consent that on signing the Sharing Agreement the Developer shall have the freedom to enter into agreements with the prospective purchasers for transferring or leasing the Developer's Share, after execution of Sharing Agreement. The Developer shall have the right to collect any amount as consideration from the prospective purchaser/s in its name and appropriate the same for development of the Schedule Property. The Developer shall be entitled to execute the Sale deeds with respect to the Developer's share on completion and intimating the Owners in writing of its readiness and intention to deliver the Owners' share.

S. V. Venkatesh

S. V. Vijaya

S. V. Venkatesh

S. V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

14ನೇ ಕುಟುಂಬ ಕಾಯಿದೆ ಸಂಖ್ಯೆ 5254



- 3.5 In consideration for the Developer developing the Residential Complex at its own cost and expense, excluding those costs and expenses which are to be specifically borne by the Owners as provided in this Agreement, the Owners shall grant the Developer the right to sell 65% of the Super built-up area of the Residential Complex constructed on the Schedule Property together with the right to sell the proportionate undivided right and interest in the Schedule Property.
- 3.6 The Owners shall possess absolute rights, title and interest with respect to the 35% of the Super built-up area of the Residential Complex constructed on the Schedule Property together with the proportionate undivided right and interest in the Schedule Property and shall be entitled to deal with his share as he deems fit.
- 3.7 The Owners and the Developer after signing the Sharing Agreement shall be respectively entitled to enjoy retain, lease or enter into sale agreements with their respective shares in the Residential Complex to any person or persons. The Parties alone shall be entitled to the proceeds of their respective shares and may appropriate the same in any manner they deem fit. Neither Party hereto shall have right over the area allotted to the other Party. The Developer is also entitled to retain the unsold right, title and interest in the Developer's share of the Schedule Property with proportionate constructed area of the Developer's Share and dispose of the same as above and/or thereafter as and when the Developer desires or deal with the same in any manner the Developer deems fit and the Owners have no objection for the same subject to the terms of this agreement.
- 3.8 The amenities developed in the Residential Complex for instance club house, gymnasium etc., shall be managed and maintained by the Developer until the

S. V. Venkatesh

S. R. Vijaya

S. V. Venkatesh

S. R. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory

15th day of March 2013 3254



same is handed over to the Association of the Owners of the row houses/Villas in the Residential Complex.

3.9 The Developer shall handover the Owners' Share with all amenities and facilities subject to refund or adjustment of Security Deposit by the Owners to the Developer and after payment of all other dues towards extra works if agreed upon in writing.

3.10 At the time of taking delivery of the Owners' share, the Owners may exercise the option of surrendering a part or whole of the Owners' Share to the Developer on terms and rate mutually agreed upon and the amount if any payable on this score by the Developer shall be adjusted out of the Security Deposit. If any amount is to be paid over and above the Security Deposit, the Developer shall pay such difference amount to the Owners. On the contrary if the cost of the Owners' Share surrendered is less than the Refundable Security Deposit, then the Owners shall refund the balance Refundable Security deposit to the Developer.

4 SECURITY DEPOSIT

4.1 Payment of Security Deposit:

a The Developer on the request of the Owners shall deposit the interest free refundable Security Deposit of Rs.50,00,000/- (Rupees Fifty Lakhs Only).

4.1.a.1 Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) paid on signing this Joint Development Agreement by cheque bearing No.345045, dated 10-07-2013, drawn on ICICI Bank, Bagnalore, favouring S.V.Venkatesh - H.U.F. the receipt of which the Owners hereby admit and acknowledge.

S.V. Venkatesh

S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory
11



4.1.a.2 A sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) by way of Cheque in favour of S.V.Venketesh -H.U.F. to be paid within sixty (60) days from the date of obtaining plan sanction from the competent authority and before commencing work on the Schedule Property.

4.2 **Refund of Security Deposit:**

- a The Owners on receipt of a written intimation from the Developer stating Completion of the Residential Complex and the Developer's readiness and intention to handover the Owners' Share shall take vacant possession of the Owners Share and upon the Developer obtaining occupancy certificate and providing copy to the Owners for the Residential Complex refund the Security Deposit to the Developer without any interest.
- b In case the Owners fail to refund the Security Deposit within 30 days of the Occupation Certificate and after the written intimation as in Clause 4.2(a) above, then the Developer may at its option appropriate the Security Deposit against the Owners' Share proportionately, (to be calculated at a price the Developer is marketing the Developer's Share) prevailing at that time and shall deliver the remaining Owners' Share to the Owners.

5 **DEVELOPMENT OF RESIDENTIAL COMPLEX**

5.1 **Specifications:** The parties agree that the Schedule Property shall be developed by constructing the Residential Complex as per the detailed specifications set out in Annexure 'A' herein.

5.2 **Building Plans:** The Developer shall prepare at its own cost the building plans for construction and development of the Schedule Property in accordance with the

S.V. Venkatesh

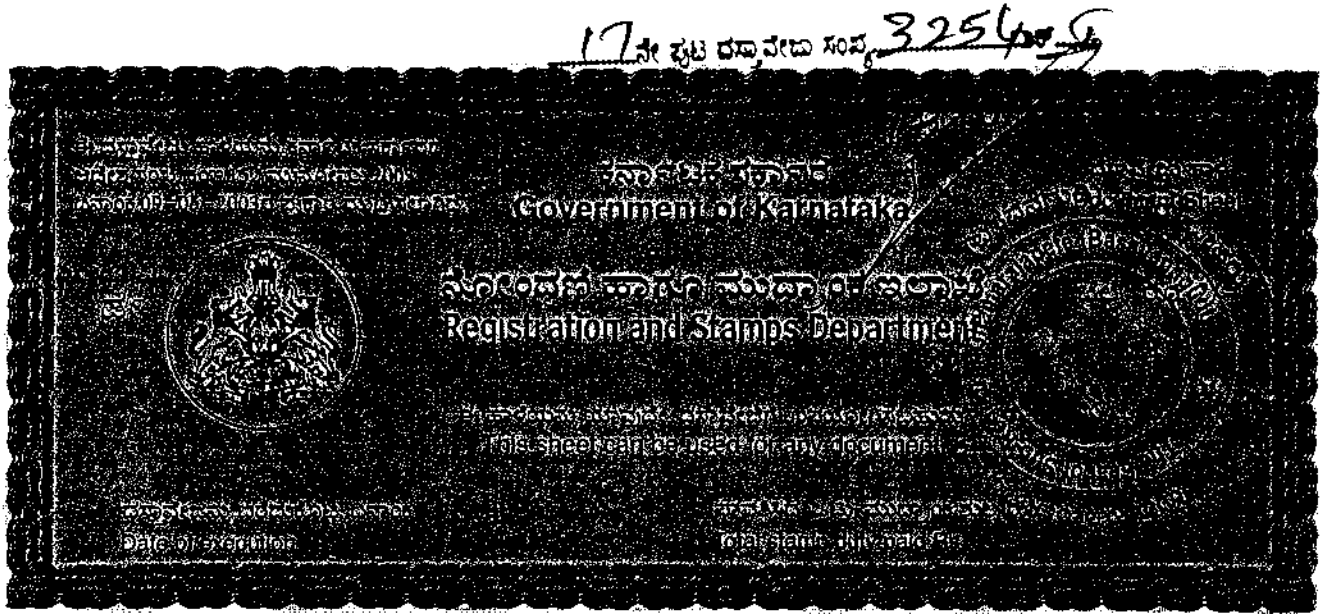
S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

S.V. Venkatesh

S.V. Vijaya

[Signature]



applicable rules and regulations of the local authorities. The plans and specifications must satisfy the requirements more fully described in Annexure 'A' herein.

5.3 Appointment of Architects, Contractors, Engineers: The Developer will be entitled to engage Architects, Engineers, Contractors, consultants and others as they deem fit at its cost and expense to execute the construction work; however, in case of any disputes between the Developer and its contractors, architects, engineers and other workmen, suppliers of materials, the same shall be settled by the Developer.

5.4 The Developer shall take all necessary steps to obtain the approval/sanction of the building plans prepared for development of the Schedule property and the construction thereon and all the costs relating to or incidental thereto shall be borne by the Developer.

5.5 Unless specified otherwise, the development of the Residential Complex shall be at the cost, expenses and risk of the Developer. The development and construction of the Residential Complex shall strictly comply with the Applicable Laws and the Developer shall be solely responsible to ensure that it complies with and that each of its Sub-Contractors complies with applicable laws and regulations.

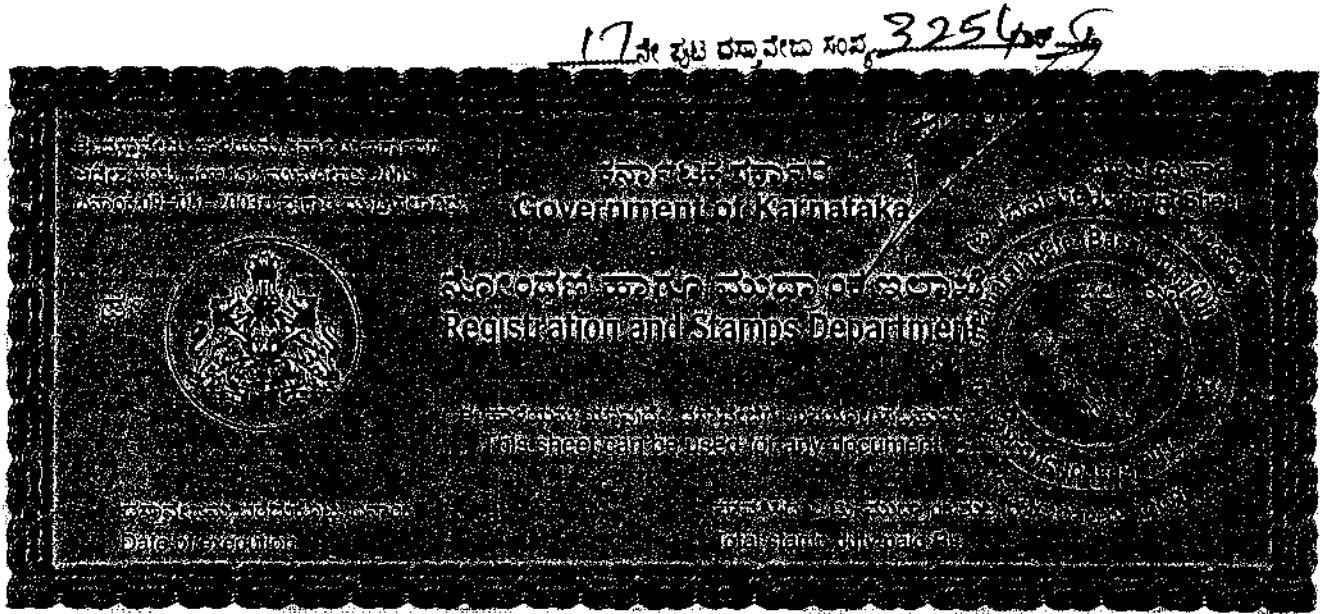
6 EXECUTION OF DEVELOPMENTAL WORK:

6.1 The Developer shall have the sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction etc., and that the Owners shall not interfere with the

S.V. Venkatesh
S.V. Venkatesh
S.V. Vijaya
S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LI P

[Signature]
Authorised Signatory



applicable rules and regulations of the local authorities. The plans and specifications must satisfy the requirements more fully described in Annexure 'A' herein.

5.3 Appointment of Architects, Contractors, Engineers: The Developer will be entitled to engage Architects, Engineers, Contractors, consultants and others as they deem fit at its cost and expense to execute the construction work; however, in case of any disputes between the Developer and its contractors, architects, engineers and other workmen, suppliers of materials, the same shall be settled by the Developer.

5.4 The Developer shall take all necessary steps to obtain the approval/sanction of the building plans prepared for development of the Schedule property and the construction thereon and all the costs relating to or incidental thereto shall be borne by the Developer.

5.5 Unless specified otherwise, the development of the Residential Complex shall be at the cost, expenses and risk of the Developer. The development and construction of the Residential Complex shall strictly comply with the Applicable Laws and the Developer shall be solely responsible to ensure that it complies with and that each of its Sub-Contractors complies with applicable laws and regulations.

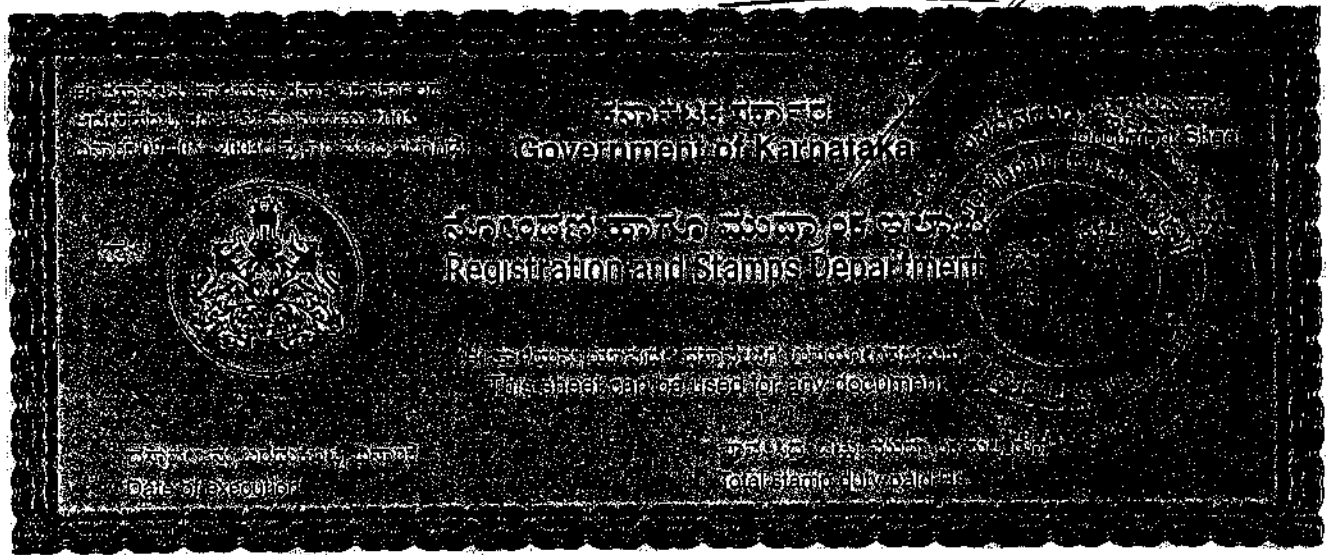
6 EXECUTION OF DEVELOPMENTAL WORK:

6.1 The Developer shall have the sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction etc., and that the Owners shall not interfere with the

S.V. Venkatesh
S.V. Venkatesh
S.V. Vijaya
S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LI P

[Signature]
Authorised Signatory



same. The quality of materials used shall conform to ISI codes or equivalent thereto.

6.2 All items like equipments and machinery, tools and implements, stores and materials, which the Developer and/or its contractors, workmen and other agencies may bring to the Schedule Property for the development and construction of the Residential Complex shall remain the exclusive property of the Developer at all times and they shall be entitled to remove the same. The Owners shall have no claim or lien whatsoever on any such items of equipments and machinery, tools and implements, stores and materials at any time. The Developer shall move its equipment and machinery into the Schedule Property without damaging the environment and without causing any inconvenience to other persons residing/carrying on business within the vicinity of the Schedule Property.

7 ASSIGNMENT OF DEVELOPMENTAL WORK:

The Developer shall be entitled to entrust the development work to such person/s or companies it deems fit, provided, however, that the Developer alone shall be liable to fulfill the terms and conditions of this Agreement.

8 CONSTRUCTION & MOBILIZATION OF WORK FORCE & PAYMENTS:

The Developer shall at its own cost and expense mobilize the work force necessary to carry out the work undertaken by it as hereunder. The Developer shall meet costs of all construction materials and shall be solely responsible for the payment of wages to the laborers and sub-contractors as employed by it for

S. V. Venkatesh

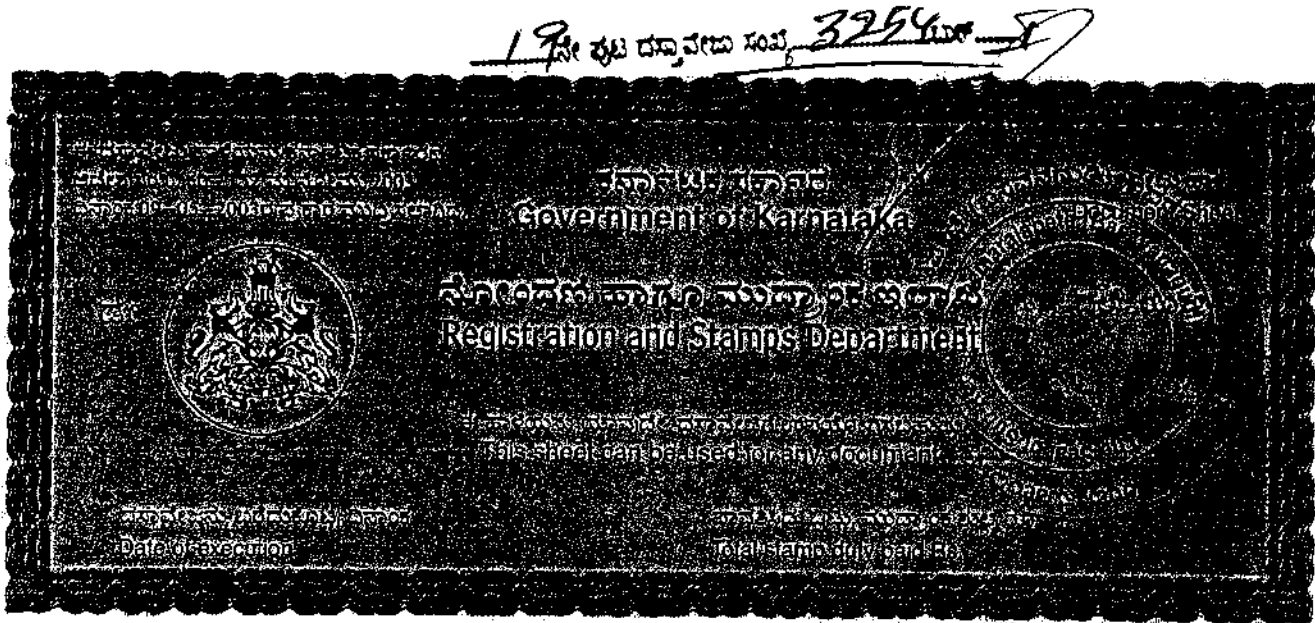
S. V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

S. V. Venkatesh

S. V. Vijaya

Authorized Signatory



execution of construction work undertaken by it under this Agreement. The Owners shall in no way be liable to make payments including that of wages etc., or to compensate the laborers for any injuries or loss sustained to the laborers employed by the Developer.

9 COMMENCEMENT AND COMPLETION OF PROJECT:

- 9.1 The Developer shall commence construction on the Schedule Property within a period of six (06) months from the date of obtaining sanctioned plan.
- 9.2 The Developer shall complete the construction of the Residential Complex in all respect, fit for human habitation within twenty-four (24) months from the date of obtaining the commencement certificate issued by the competent Authority pursuant to plan sanction or forty-eight (48) months from the effective date of this Agreement whichever is earlier, except in the case of any force majeure event as stated in clause 22 of this agreement. However, the Developer shall be entitled to an extension of time by another six (6) months (grace period) for completion of the Residential Complex. The aforesaid period does not include the time taken for obtaining the occupancy certificate or any certificates/NOC from the statutory authorities and electrical, water and sanitary connections from the respective departments.
- 9.3 It is specifically understood that the Developer shall not be deemed to be in default or incur any liability for any delay in completion of development including completion of construction of the Owners' Share if the performance of its obligations hereunder is delayed or prevented by conditions constituting force majeure or due to any acts of omission or commission by the Owners.

S. V. Venkatesh

S. V. Vijaya

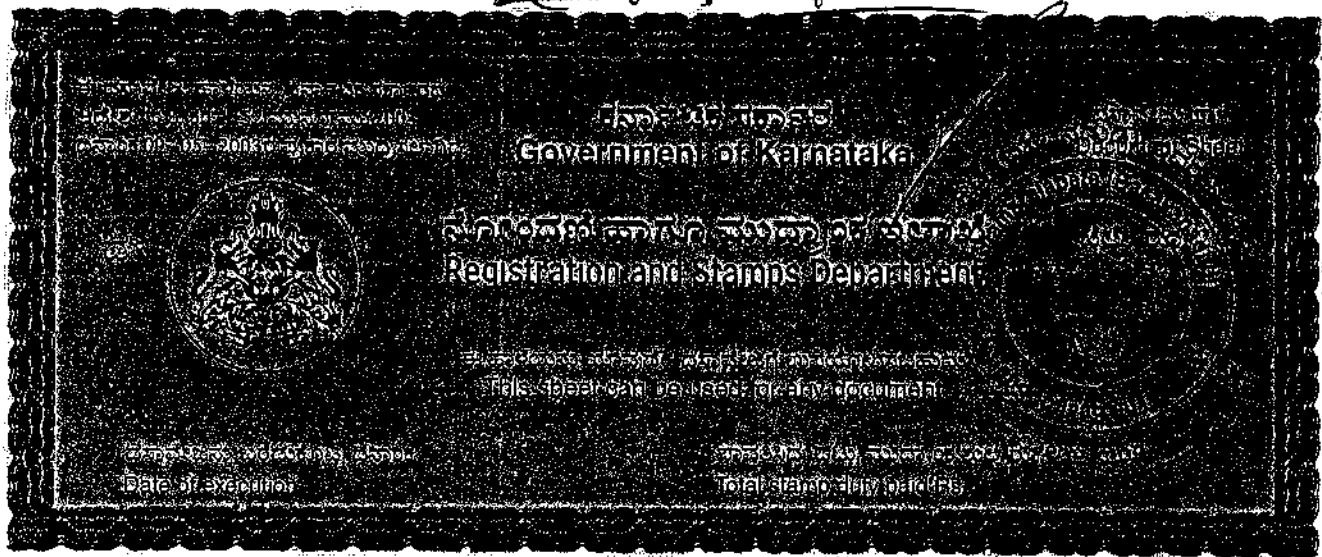
For LGCL URBAN HOMES (INDIA) LLP

S. V. Venkatesh

S. V. Vijaya

Authorised Signatory

20th July 2018 No. 3254



All periods, hereunder fixed shall be deemed to have been extended by the periods equal to the periods of delay on account of the force majeure conditions. In any of the aforesaid events, the Developer shall be entitled to corresponding extension of time for completion subject to the condition that the happening of such event is duly notified to the Owners within fifteen (15) days of the commencement of such event. However, if the delay or stoppage work is on account of the Developer's acts of omission or commission, the Developer is not entitled to any extension of time.

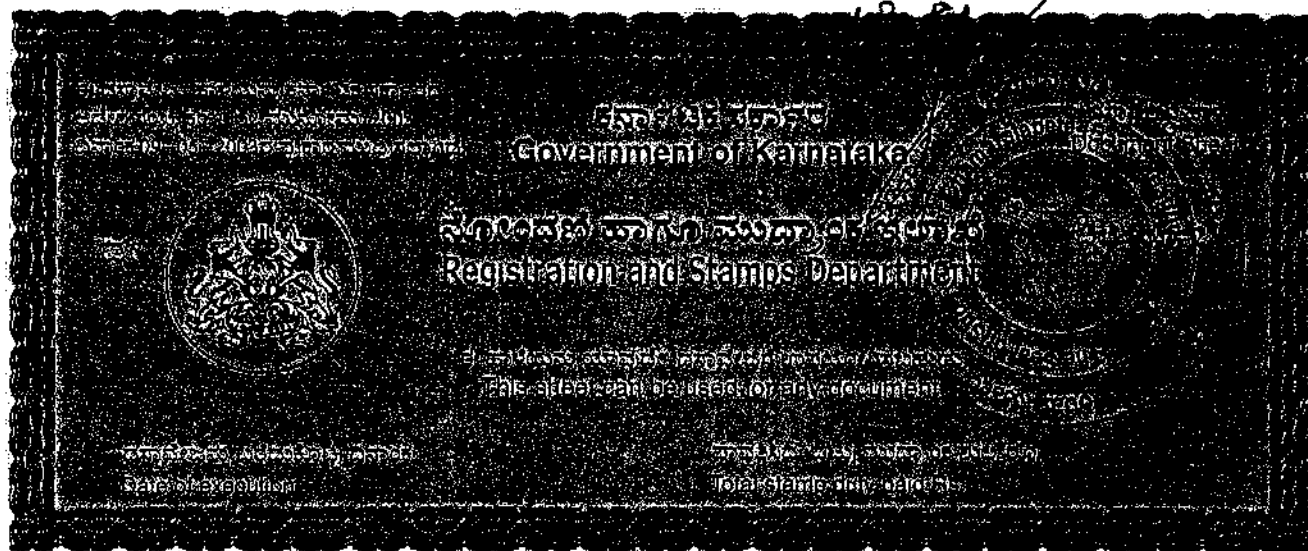
- 9.4 In the event of delay in securing the permanent Power/Sanitary/Water connections, the Developer shall arrange temporary electrical, water and sanitary connections until permanent connections are obtained.
- 9.5 In the event of delay in completing the construction of the Residential Complex within the stipulated period as set out in Clause 9.2, the Developer shall pay damages at Rs.25,000/-(Rupees Twenty five thousand only) per row houses/Villa of Owners' Share *per month* calculated from the expiry of the stipulated time and the grace period till the delivery of complete Owners' Share and may be adjusted from and out of the Refundable Security Deposit by the Owners.
- 9.6 The Parties agree that after securing plan sanction and executing the Sharing Agreement, there shall be no structural changes to the Residential Complex unless both the parties agree in writing.

For LGCL URBAN HOMES (INDIA) LLP

S. V. Venkatesh
S. V. Venkatesh

S. V. Vijaya
S. V. Vijaya

Authorised Signatory



10 REPRESENTATIONS AND WARRANTIES OF THE OWNERS

10.1 The Owners hereby represent and warrant as under;

- a That the Schedule Property is the ancestral property of the Owners. The Owners are in absolute and vacant possession of the Schedule Property and the Owners have got marketable and subsisting title over the Schedule Property and none other have any right, title and interest or share therein.
- b That the Owners are not a party to any suit or other legal proceedings where the Schedule Property is subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof.
- c That there are no claims/interest of minor/s and or any other third party claims, mortgages, charges, lien or encumbrances on the Schedule Property.
- d That the Owners have not entered into any agreement/s of sale, MoU, lease, transfer for sale or for development of the Schedule Property with any third party.
- e That the Owners do not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax which would affect his title to the Schedule property.
- f That there are no known legal impediments for development of the Schedule Property and subsequent sale of the same.

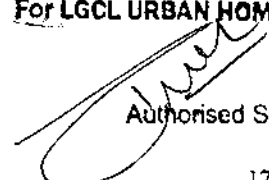
S.V. Venkatesh

S.V. Vijaya

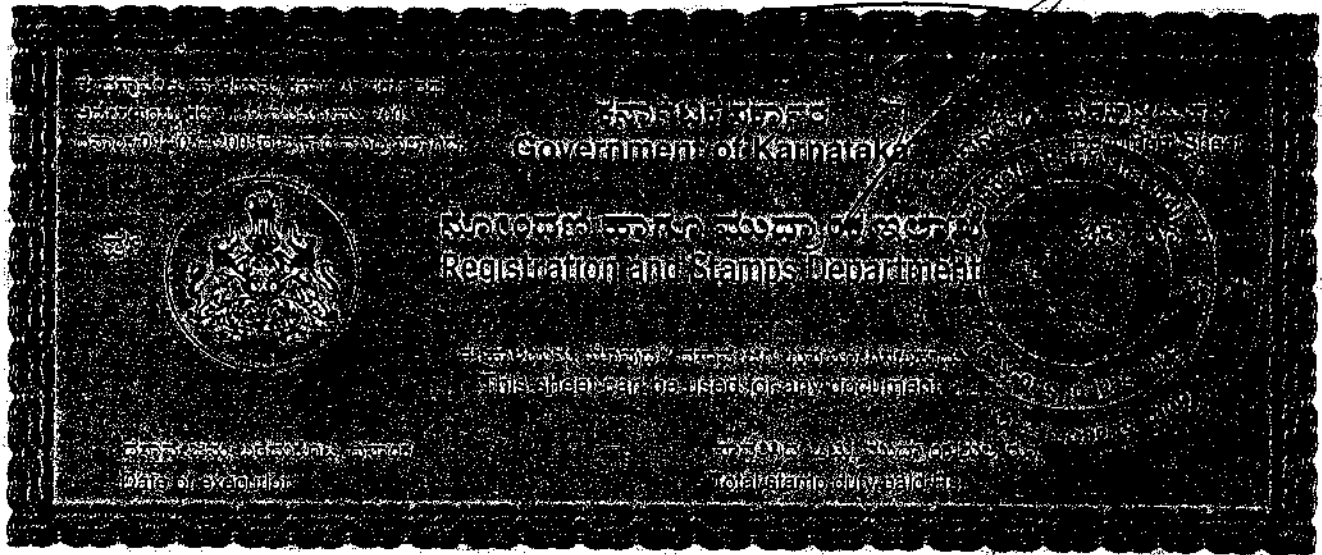
S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP


Authorised Signatory

22ನೇ ಶ್ರೇಷ್ಠ ದಾಖಲೆ ಸಂಖ್ಯೆ 3254



11 REPRESENTATION AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants as under;

- a That the Developer is reputed land developer and has the necessary experience and expertise as a Developer and has undertaken number of projects in and around Bangalore.
- b That the Developer shall at its own cost prepare detailed building plans and necessary drawings and that the Developer would secure all requisite clearances, permissions, sanctions etc., from the concerned authorities required for construction and development of the Residential Complex on the Schedule Property and comply with the plans and sanctions and all the laws and regulations at all times.
- c That there are no legal or other restrictions, which may interfere with the performance of its obligations.
- d The Developer shall be fully responsible for the execution of the sanctioned plan with due diligence and efficiency and with skill and expertise as are consistent with recognized professional standards.
- e That the Developer shall be fully responsible for its personnel, materials at the project site and the quality of workmanship. That the Developer shall meet all the statutory requirements, obtain licenses and secure compliance with all applicable labour laws.

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

Authorised Signatory

23 ಸಿ.ಉ.ದಾ.ನಂ. 32545



12 OBLIGATIONS OF THE PARTIES

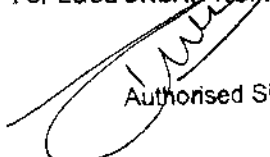
12.1 Obligations of the Owners: The Owners shall perform the following obligations:

- a To extend all co-operation to the Developer for development and construction of the Residential Complex;
- b Not to cause or let any hindrance for development of the Schedule Property;
- c To carry out such acts, deeds and things as may be reasonably required by the Developer, at the cost of the Developer in order to successfully develop the Schedule Property in terms of this Agreement and the Owners shall rectify defects if any in his title to the Schedule Property at his cost;
- d Simultaneously on execution of this Agreement to execute a General Power of Attorney in favour of the Developer, empowering it to apply for and obtain approvals, sanctions, Licences and Plans on behalf of the Owners, with regard to the construction of the Residential Complex, to represent the Owners before the Village Panchayath, Municipal/Revenue authorities, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, State and Central Government, Urban Arts Commission, Fire Force Departments, Karnataka Power Transmission Corporation Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephones, Airport authorities, and Telecommunication Authorities, and other Statutory Authorities and for sale/mortgage of the Developer's Share subject to the terms of this agreement and also to enable the prospective purchasers of the

S.V. Venkatesh
S.V. Venkatesh

S.V. Vijaya
S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP


Authorised Signatory



Developer's Share to avail home loans. The Powers granted as aforesaid shall not be revoked during the term of this Agreement.

- e To pay property tax to Shanthipura Panchayath till 31/03/2013 and produce Katha and Katha extract after the land use changed and getting the conversion of the land for residential purpose from the competent Authority.

12.2 **Obligations of the Developer:** The Developer shall at its own cost and expenses, perform the following, namely;

- a To prepare and finalize the plans and applications required for the development of the Schedule Property and construction of the Residential Complex;
- b To take all steps to obtain the building plan sanctioned by the Bangalore Development Authority/Bangalore Metropolitan Region Development Authority/Bruhat Bangalore Mahanagara Palike or any competent statutory authority for development of the Schedule Property and its completion;
- c To construct and complete the Residential Complex in the Schedule Property after obtaining necessary approvals, sanctions, license etc., in accordance with the sanctioned plan with such alterations, additions, modifications as may, from time to time become necessary.
- d Deliver one copy of complete sanctioned plan of the Residential Complex to the Owners on obtaining the same from the appropriate authority.

S.V. Venkatesh

S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

Authorised Signatory

25ನೇ ಕುಟುಂಬ ದಾಖಲೆ ಸಂಖ್ಯೆ 32548



- e To obtain and deliver the completion and occupancy certificate for the entire Residential Complex from the competent statutory authority.
- f To take necessary insurance against any Calamity on the Residential Complex till the completion.
- g The Developer shall construct and deliver a minimum saleable super built-up area of 30000 square feet per acre of the Schedule Property subject to the approval of the statutory authority.
- h The Developer shall provide all the help and other documents needed including but not limited to copies of the various permissions and deposits paid, etc to the Owners as and when required by the Owners or their nominees from time to time.

13 BUILDING PLAN, INCREASE IN F.A.R., T.D.R., ADDITIONAL BUILT-UP AREA:

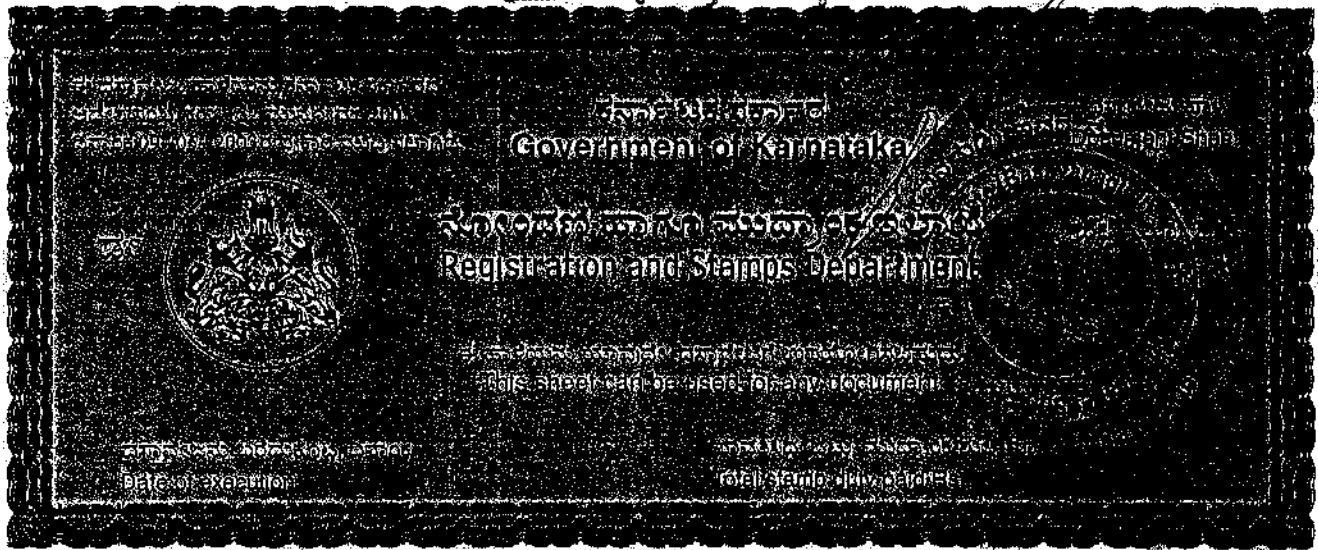
- 13.1 The Developer at its cost shall draw the building plans/drawings/designs etc., as per the building bye-laws, rules and regulations for construction of the Residential Complex and submit the same to the Bruhat Bangalore Mahanagara Palike / Bangalore Development Authority / Bangalore Metropolitan Region Development Authority or to any competent authority for sanction/approval. The Developer is entitled to make permissible modifications, additions, deletions etc., in the sanctioned plan either as directed/required by the authorities concerned or due to technical or other exigencies, however, in accordance with the Bye-laws of the Bruhat Bangalore Mahanagara Palike / Bangalore Development Authority / Bangalore Metropolitan Region Development Authority or any competent

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory

26ನೇ ಬಿಡಿ ದಾಖಲೆ ಸಂಖ್ಯೆ 3254



authority and without causing any prejudice to the interest of the Owners. On completion of construction of the Residential Complex, anything constructed in excess over the sanctioned area shall be shared between the Parties in the respective sharing ratios as stated above.

13.2 It shall be the exclusive responsibility of the Developer to secure no objection certificates and all necessary clearances from the statutory authorities at its cost.

13.3 In the event during the term of this Agreement if there is any increase in the permitted F.A.R in the schedule Property by any amendment in the Building Bye-Laws or any other change in any Applicable Laws and if there is any scope for utilization of additional FAR, it is agreed that the Owners and Developer shall be entitled to a increase in their allotted share of built-up Area as per the sharing ratio under this agreement.

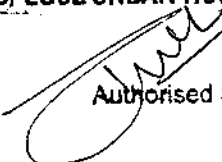
14 PAYMENT OF STAMP DUTY & REGISTRATION CHARGES, DEPOSITS TAXES AND FEES:

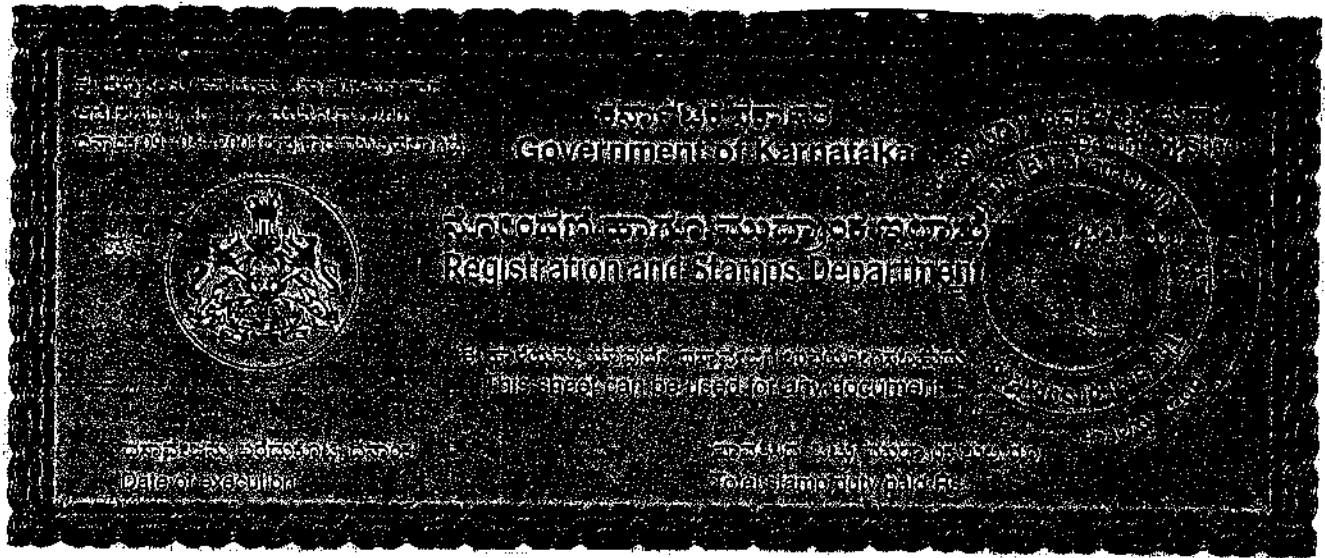
14.1 The Owners shall bear the following:

- a All taxes and outgoings including Municipal Taxes, and all other charges, rates, cess, taxes that may be levied by any Government authority relating to the Schedule Property till 31.03.2013.
- b The Owners and/or their transferees or their successors-in-title shall reimburse to the Developer, the proportionate share of the refundable deposits payable to the Bangalore Water Supply and Sewerage Board and the Bangalore Electricity Supply Company Limited towards water and electricity connection for the

S. V. Venkatesh S. R. Vijaya
S. V. Venkatesh S. R. Vijaya

For LGCL URBAN HOMES (INDIA) LI P


Authorized Signatory



Owners share in the Residential Complex within forty five (45) days from the date of written request made by the Developer against receipts for the same which shall be furnished by the Developer. In case the Owners and/or their transferees fail to reimburse the amounts to the Developer the Owners and/or their transferees shall pay an interest on this amount payable at the rate of 18% per annum calculated starting forty five (45) days from the date of receipt of notice till the date of payment.

- c The stamp duty and registration charges in respect of the registration of Sale Deeds/Power of Attorney pertaining to sale/transfer of the Owners' Share, shall be borne by the Owners/or their nominee/s as the case may be.
- d The Owners shall be liable to bear and pay the Sales Tax & VAT and any other tax as may be applicable with respect to the Owners' Share.
- e The Owners shall pay the capital gains tax arising out of the Owners Share.

14.2 The Developer shall bear the following:

- a All taxes and outgoings including Municipal Taxes, and all other charges, rates, cess, taxes that may be levied by any Government authority relating to the Schedule Property after 31.03.2013, till completion and intimation to the Owners for delivery of Owners' share.
- b All costs, expenses and fees payable to Governmental Authorities associated with the development of the project, including but not limited to the procuring of (i) building plan approvals and licenses from the Bruhat Bangalore Mahanagara

S. V. Venkatesh S.R. Vijaya
 S. V. Venkatesh S.R. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

[Signature]
 Authorised Signatory



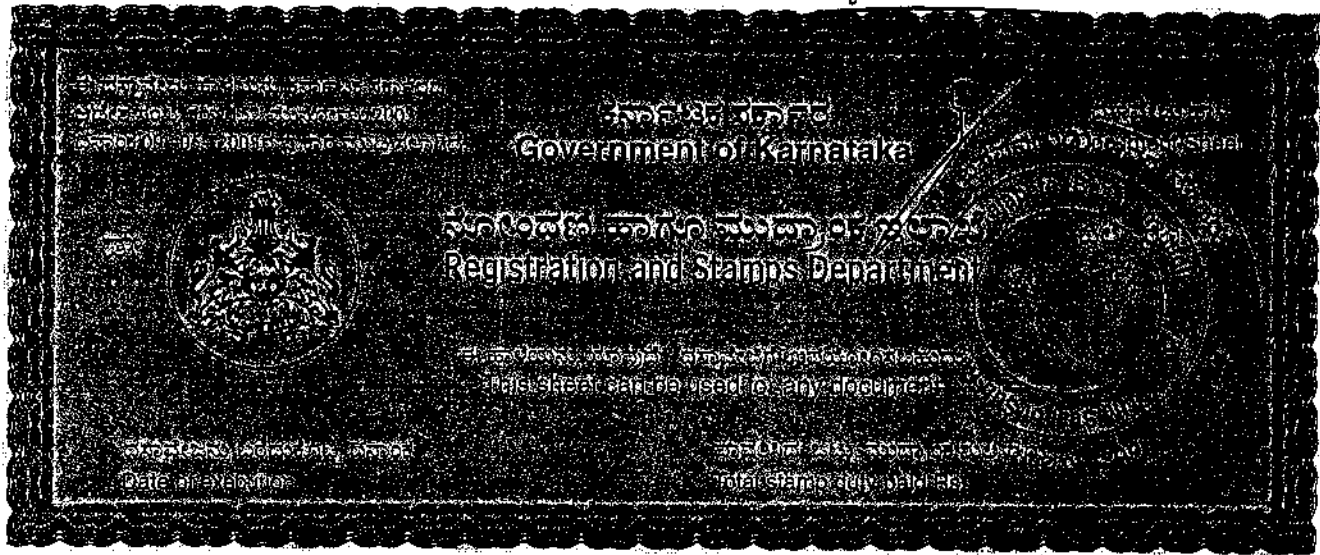
Palike or other Governmental and Local Agencies; (ii) sanctions and licences from the Karnataka State Pollution Control Board, etc and (iii) Occupancy Certificate from the Bruhat Bangalore Mahanagara Palike or other agencies.

- c All costs, expenses and fees payable to the Karnataka Power Transmission Corporation Limited/Bangalore Electricity Supply Company/Bangalore Water Supply and Sewerage Board, towards deposits, developmental charges, line estimate charges, prorated charges, installation and creating of water, sanitary and electrical and other infrastructures like transformers, cable charges with respect to the Residential Complex.
- d All costs, expenses and fees payable on account of and towards Stamp Duty, registration fees and incidental expenses that may be incurred with respect to the preparation and registration of this Agreement, Power of Attorneys, Sharing Agreement with the parties that may be executed pursuant to or under the Agreement.
- e The stamp duty and registration charges in respect of the registration of Sale Deeds/Power of Attorney pertaining to sale/transfer of the Developer's Share, shall be borne by the Developer/or its nominee/s as the case may be.
- f The Developer shall be liable to bear and pay the sales tax & VAT (as applicable) pro-rata only on the Developer's Share. The Developer can recover the sales tax & VAT from its nominee/s as per the rules.

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

[Signature]
Authorised Signatory



15 POWER OF ATTORNEY

- 15.1 The Owners shall execute and deliver, to the Developer the following authorizations;
- 15.2 On signing of this Development Agreement, the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee/s, and the Parties register the same, empowering the Developer or its nominee or nominees to approach the Village Panchayath, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, Municipal Authorities, Karnataka Power Transmission Corporation Limited, Bangalore Electricity Supply Company, Bangalore Water Supply and Sewerage Board or such other Competent Authorities to get the required consents, no-objection certificate, licenses, permissions and sanctions; required for performing or executing the performance of all acts as desired by the Developer, for the effective development and completion of the Residential Complex on the Schedule Property.
- 15.3 The Owners shall also empower the Developer under the Power of Attorney to enter into agreement(s) to sell or offering to sell the Developers share of the Residential Complex together with its corresponding undivided share in the Schedule Property to third party purchasers and authorizing the Developer or its nominees to enter into and to execute sale deeds for transferring all right, title, interest and possession with respect to the Developer's share in the Residential Complex together with proportionate and corresponding undivided share in the

For LGCL URBAN HOMES (INDIA) LTD

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

Authorized Signatory
25

32ನೇ ಕುಟುಂಬ ನ್ಯಾಯಾಂಗ ಸಂಖ್ಯೆ 3254/2017



Schedule Property to third party purchasers subject to fulfilling the conditions set out in clause 15.4.

15.4 The Parties agrees that the Developer has the power to execute and register sale deed with respect to the transfer of the Developer share in the Residential Complex, only after the following conditions have been fulfilled by the Developer.

- a The Developer shall have obtained and delivered to the Owners a certificate from the Architects of the project confirming that the construction of the Residential Complex is complete in all respects and in accordance with (i) the specifications provided in Annexure 'A' herein; (ii) the building plans approved and sanctioned by the Bruhat Bangalore Mahanagara Palike or its corresponding authority;
- b The Developer shall have intimated in writing readiness and intention to deliver the Owners' share complete in all respects as per the Sharing Agreement to the Owners and an acknowledgement from the Owners that they are in receipt of the intimation.

16 INDEMNITY

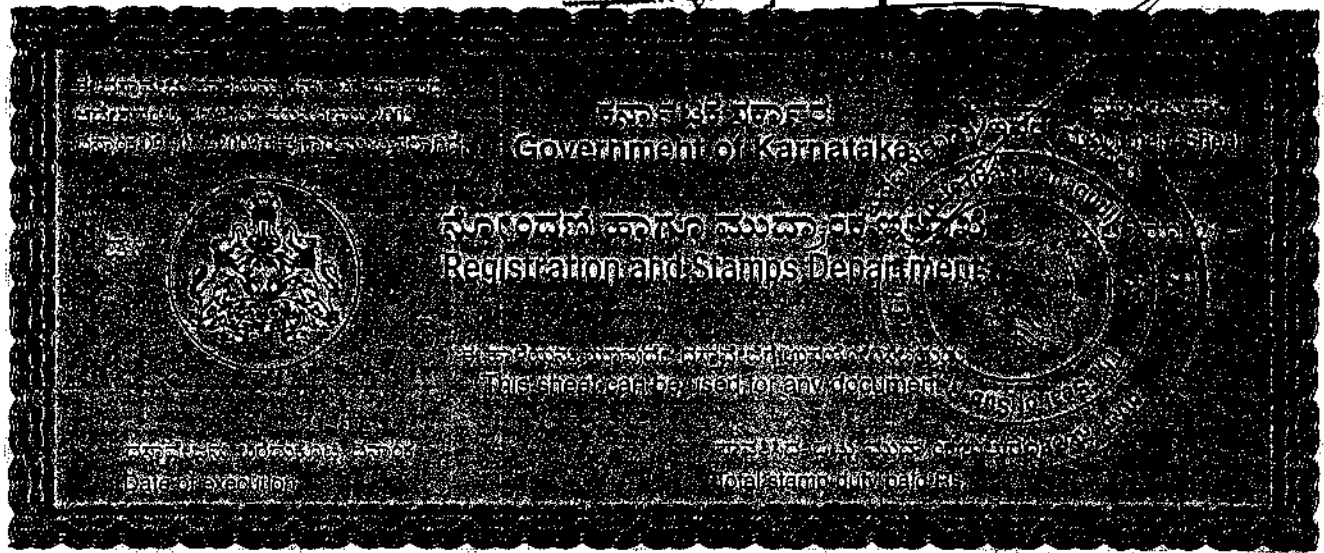
16.1 **Indemnity by the Owners:** The Owners hereby confirm that their title to the Schedule Property is good, marketable and subsisting and that none-else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or acquisition proceedings or charges of any kind or any tenancy claims as on the date of signing this Agreement. The

S. V. Venkatesh S.R. Vijaya
S. V. Venkatesh S.R. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

Authorized Signatory

31st July 2018 3254

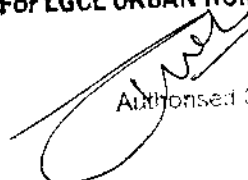


Owner shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings or third party claims that may arise against the Developer on account of any defect in or want of title on the part of the Owners or on account of any delay caused in rectifying the defect in title at the instance of the Owners the Developer shall immediately, after coming to know about the defect in title or third party claims or any acts of omission or commission by the Owners, shall make a written claim to the Owners who shall answer and settle or clear such claim/claims, within a reasonable time and prevent any delay in development of the Schedule Property and/or sale by the Developer. Any such claim shall be a charge on the Owners' share and period of delay in resolving the same by the Owners' will be added to the period of completion of the construction. Any such claim or charge on the Owners shall be limited to the Owners' share in the Residential Complex and there shall be no further liability on the Owners.

16.2. Indemnity by the Developer: The Owners shall be kept indemnified and harmless by the Developer against any loss, liability, cost or claim, action or proceedings that may arise against its or its share of constructed area by reason of any failure on the part of the Developer to discharge its liabilities/obligations under this Agreement or towards purchasers of row houses/Villas with whom the Developer has entered into agreements based on the Power of Attorney executed by the Owners or on account of any act of commission or omission in using the Schedule Property or putting up the construction or on account of the assignment that the Developer has made or entered with in respect of this agreement for the purpose of development. Further, the Developer shall be fully and solely liable and responsible to the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development

S. V. Venkatesh S. V. Vijaya
S. V. Venkatesh S. V. Vijaya

For LGCL URBAN HOMES (INDIA) LTD


Authorized Signatory 27



Authority, Bangalore Metropolitan Region Development Authority and other authorities for due compliance of all statutory requirements. The Owners shall in no way be liable to make payments including that of wages etc., or to compensate the laborers for any injuries, death or loss sustained to the laborers employed by the Developer and the Developer shall keep the Owners indemnified in this regard.

17 OPERATIONAL MATTERS AND DEFECT LIABILITY

17.1 The Developer shall be responsible to ensure that the Residential Complex is developed, constructed and delivered in accordance with best prevailing industry practices. The raw materials and products used in the construction of the Residential Complex shall confirm to IS Standards. The Developer, shall at all times during the development, construction and delivery of the Residential Complex and thereafter, be required to maintain proper logs, registers and documentation for all activities performed with respect to the Residential Complex, including but not limited to tests and approvals conducted on the Residential Complex/Project site, certifications, opinions and reports provided by external consultants, details of vendors, suppliers and consultants and such other records as may be required for any later reference.

17.2 The Developer shall carry out the construction of the project:

- a. As per the specification set forth in Annexure 'A' hereto;
- b. In a proper workmanlike and careful manner, in accordance with the best recognized industry practices; and

S.V. Vankatesh S.V. Vijaya
S.V. Vankatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) PVT. LTD.

Authorised Signatory

33 ಸಿ ಕೆ ಹು ದು ವರು ಸಂಖ್ಯೆ 3254



- c With adequate security for the protection of its equipment and machinery and with due attention to the preservation of health and prevention of any work site injury.
- d The Developer shall not be responsible for any defect in the Construction after a period of 12 (twelve) months from the date of Completion in respect of any defect in work in the Residential Complex under any circumstances. However, in the event of any defects being informed by the Owners in writing within a period of twelve months from the date of possession of the Owners' Share, the Developer will attend to and rectify the same. However, cracks in plaster being natural phenomenon shall not be considered as defect. Warranty for all other consumables or equipment like generators & lifts, will be provided by the respective manufacturers on their standard terms. The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse (b) modifications or repairs done by the Owners or their successors-in-title, (c) cases of force majeure (d) failure to maintain the amenities/equipments in accordance with the Developer instructions if given in writing (e) accident and neglect.

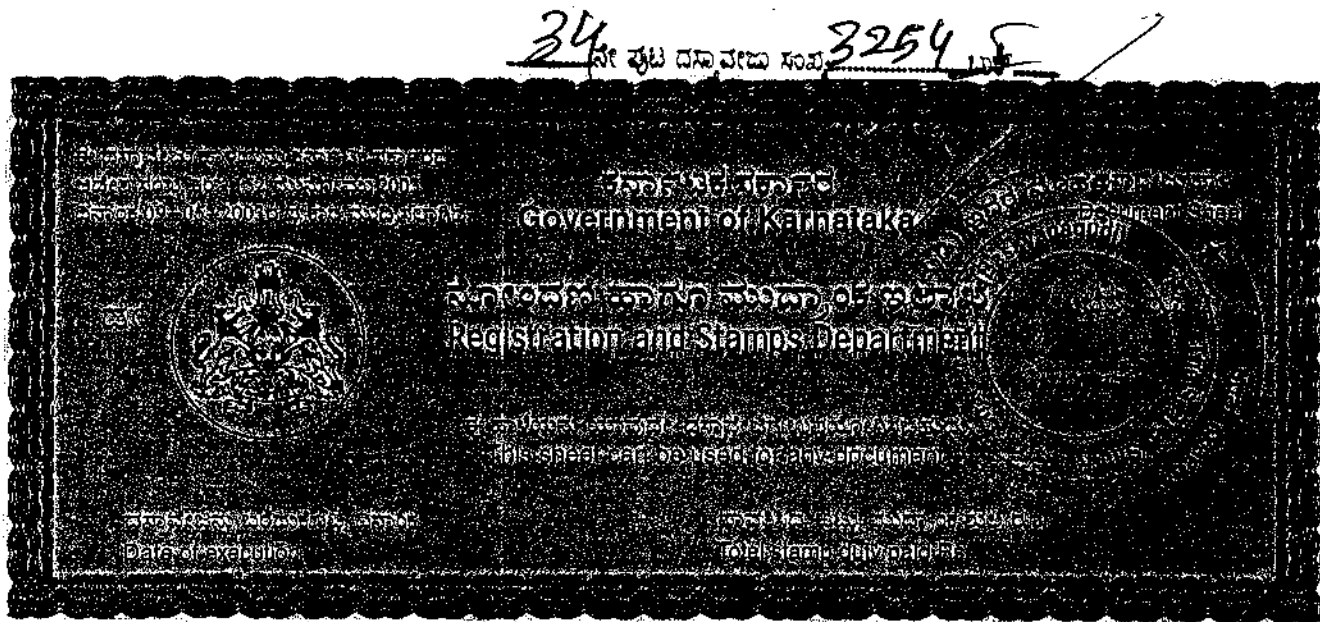
18 MAINTENANCE CHARGES AND OWNERS ASSOCIATION

- 18.1 It is hereby agreed by the Owners that upon Completion and a letter has been served upon the Owners by the Developer of its intention to deliver the Owners' Share, the Owners shall bear and pay proportionate monthly maintenance expenses for maintenance of common areas and facilities to the Developer or the owners' association. If for any reason, the owners association is not formed by

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

FOR LGCL URBAN HOMES (INDIA) LLP


Authorized Signatory



that time, the same shall be paid to the Developer, till the formation of the owners association. The Owners shall on Completion and on receiving an intimation from the Developer, pay all out goings and general expenses in respect of the Owners' Share such as property taxes, BESCOM & BWSSB charges and maintenance charges directly to the authorities. It is mutually agreed between the Parties that overall management of the Schedule Property and the building and the amounts received towards common expenses from the Owners' Share shall absolutely vest with the Developer until formation of the owners' association and the Developer shall, immediately on formation of the owners' association, transfer surplus funds to the said owners' association along with all accounts till date of handing over. The revenue and expenses would be reviewed at the end of each financial year and the Parties agree to take appropriate action in the best interest of maintaining the Residential Complex and the common areas in good condition. However there shall be a six (6) month payment holiday of maintenance expenses for any portion of the owners share that has not been sold or rented and for such portions, maintenance expenses shall be liable to be paid only from the seventh (7th) month after handing over the owners share.

- 18.2 The Owners and the Developer and/or the transferees or their nominee/successors-in-title shall, along with the other co-owners of the row houses/villas will become members of the association to be formed by the owners for the purpose of maintenance of the Residential Complex. The Parties hereto shall pay their respective share of maintenance deposits and or charges to the said association on completion of the Residential Complex. However there shall be a six (6) month payment holiday for the maintenance charges charged for any portion of the

S.V. Venkatesh

S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory



owners share that has not been sold or rented and for such portions, aforesaid charges shall be payable only from the seventh (7th) month after handing over the Owners' share to the Owners. If, for any reason, the owners association is not formed by that time, the same shall be paid to the Developer till the formation of the owners association. Any amounts in the hand of the Developer at the time of formation of the owners association, will be handed over to the owners association within fifteen (15) days of its formation. The Owners' association will be formed within One (01) Year of the Developer completing the Residential Complex and obtaining Occupancy Certificate.

- 18.3 After Delivery of the Owners' share to the Owners, the Owners shall pay monthly/yearly subscription charges and the maintenance fee as charged by the Management or the Association in respect of the Owners' Share for use of the clubhouse, gymnasium, swimming pool etc., provided by the Developer in the Residential Complex. However there shall be a six (6) month payment holiday of monthly/yearly subscription charges and the maintenance fee charged for any portion of the owners share that has not been sold or rented and for such portions, aforesaid charges and fees shall be payable only from the seventh (7th) month after handing over the Owners' share to the Owners. The Owners and Developer shall be entitled to one membership for each row house/Villa allotted to him/it in the Residential Complex free of cost. Further, it is mutually agreed that the membership shall not be given to any third party other than the owners of the house/villa in the Residential Complex and the Parties shall not be entitled to sell, assign, transfer or sub-let or otherwise part with the membership of the club. The club membership, gymnasium membership shall always be linked and connected

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory

36 ಸುಖ ಮಂಟಪ ಸಂಖ್ಯೆ 3254

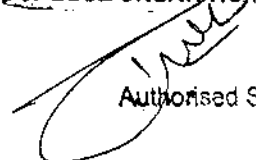


to transfer of row house/Villa in the Residential Complex. On sale of the row house/Villa, the membership to the amenities will be automatically transferred to the prospective purchasers. It is also made clear that the owners of the row house/Villa can give permission to his tenants to use the amenities and facilities with prior written permission of the Developer or the owners' association. The usage of the amenities shall be governed by the rules and regulations framed by the Developer or the Owners' association. The Owners' Association shall be formed within One (01) year of obtaining Occupancy Certificate.

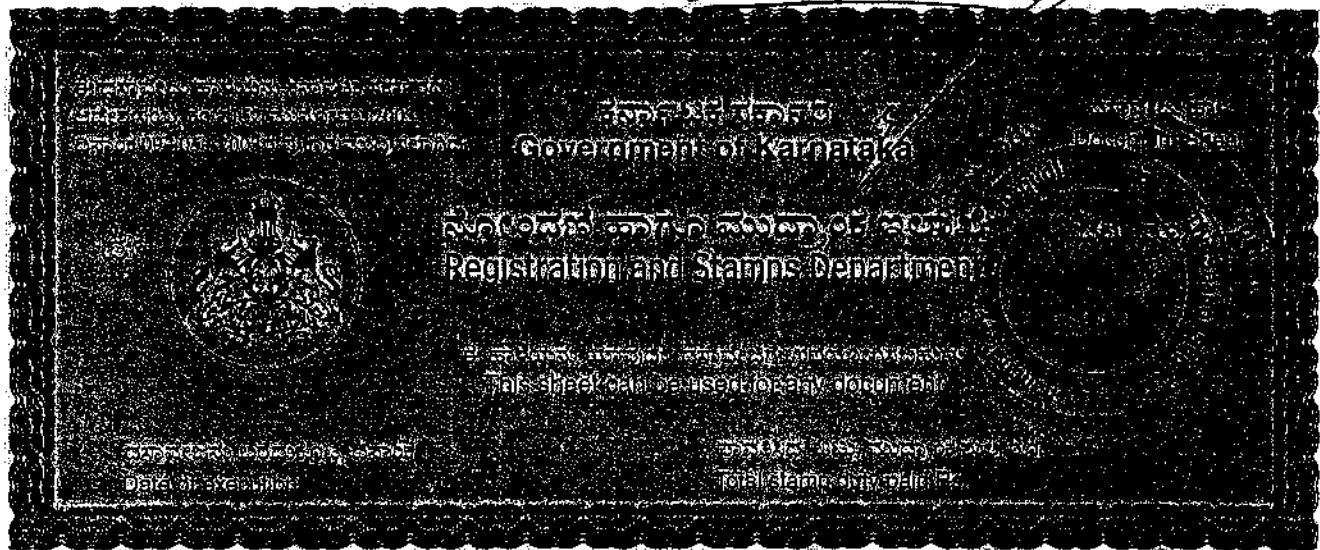
- 18.4 The Developer on execution of the Sharing Agreement, is entitled to obtain financial facilities from banks, Financiers, Financial Companies and/or other Financial Institutions if required towards construction of the Residential Complex on the security of development rights of the Developer granted to the Developer under this Agreement and on the Developer's Share to be constructed. Provided, however, there shall be no personal liability on the Owners in regard to any such debts and 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 Developer's Share. The Owners are not liable to answer any liability created by the Developers any time and further the amounts that will be borrowed by the Developer shall be for the purpose of construction of the said Residential Complex and not for any other purposes. The Owners shall render all necessary co-operation to the Developer to enable the Developer to secure such loans for construction and empower the Developer under the General Power of Attorney to execute necessary documents on their behalf subject to the terms prescribed therein, as may be required from time to time at the cost of the Developer. The Developer agrees and undertakes that in the event of the Developer availing

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP


Authorised Signatory

37 ಸೇ ಶುಭ ದಾಖಲೆ ಸಂಖ್ಯೆ 32545



loans/Financial assistance for construction, the Owners' Share shall not be part of any charge in favour of the creditors/financial institution and the same shall be kept free from such claims and demands and the Developer shall promptly deliver the Owners' Share free from all encumbrances. The Developer assures and covenants with the Owners that the liability so created by it as aforesaid will be fully answered by it without making the Owners' Share and without making the Owners liable and responsible for the same and in the event of such claims the Developer agrees to indemnify and keep the Owners indemnified from such claims and demands and protect it at all times.

19 ASSIGNMENT OF THIS AGREEMENT:

The Developer is entitled to assign all its rights under this Agreement in favour of any of its group firms, companies etc., where the Promoters and/or Directors are same or nominate any of its group firms/companies where the Promoters and/or Directors are same as its nominee for development of the Schedule Property and the Owners do not have objections for the same.

20 CUSTODY OF AGREEMENT

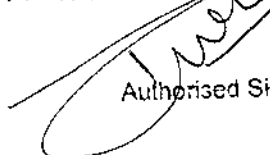
This Agreement is prepared in duplicate the Original of this Agreement shall be with the Developer and the duplicate copy thereof shall be retained by the Owners.

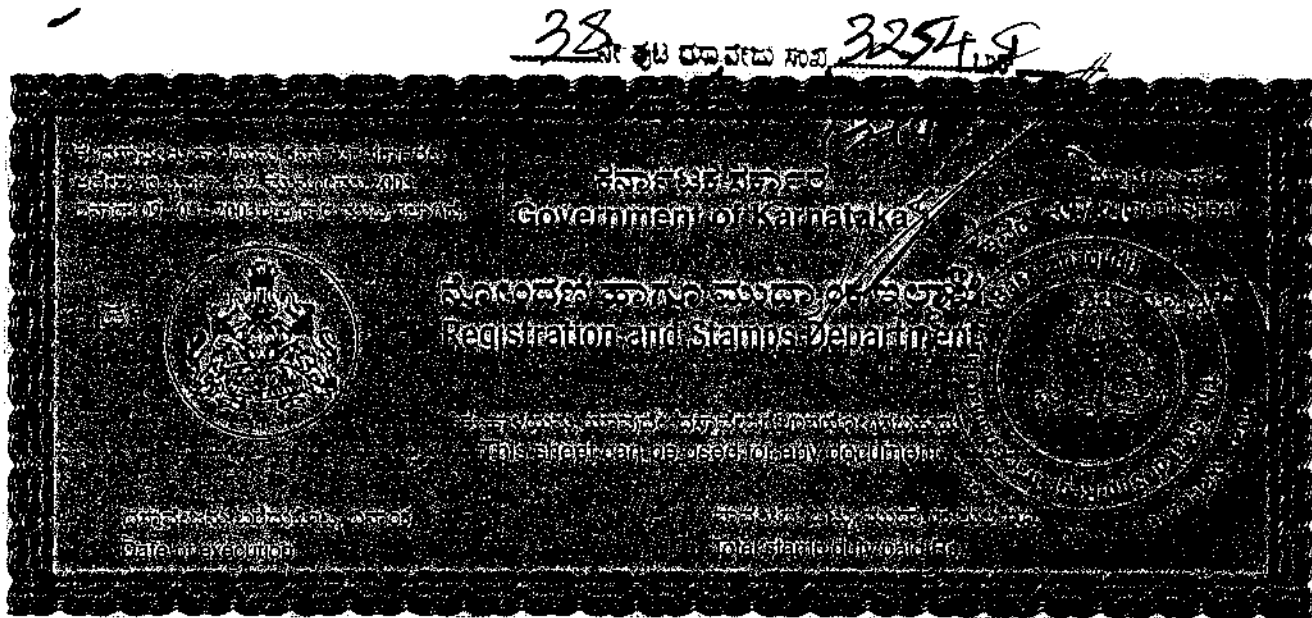
21 AMENDMENT

This Agreement may not be amended or modified in any way unless made in writing and signed by both Parties.

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP


Authorized Signatory



22 FORCE MAJEURE

22.1 If any party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, then it shall give notice to the other party of the event or circumstance constituting the Force majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 30 (thirty) days after the party became aware or should have become aware, of the relevant event or circumstance constituting the Force Majeure.

22.2 The Party shall having given notice, shall be excused from the performance of such obligation for as long as such force majeure prevents it from performing them. Each party shall at all times use all reasonable endeavours to minimize any delay in the performance of this agreement as a result of Force Majeure.

22.3 The term Force Majeure means an exceptional event or circumstance:

- a Due to act of Gods or which is beyond the Party's control inspite of the Party's sincere effort;
- b War, hostilities, invasion, act of foreign enemies
- c Rebellion, terrorism, revolution, insurrection or civil war
- d Riot, commotion, strike or lockout by persons other than the party's personnel and other employees of the Sub-Contractor.
- e Non-availability of cement, sand and other materials required for construction.
- f Natural Catastrophes such as earthquakes, hurricane, typhoon or volcanic activity.

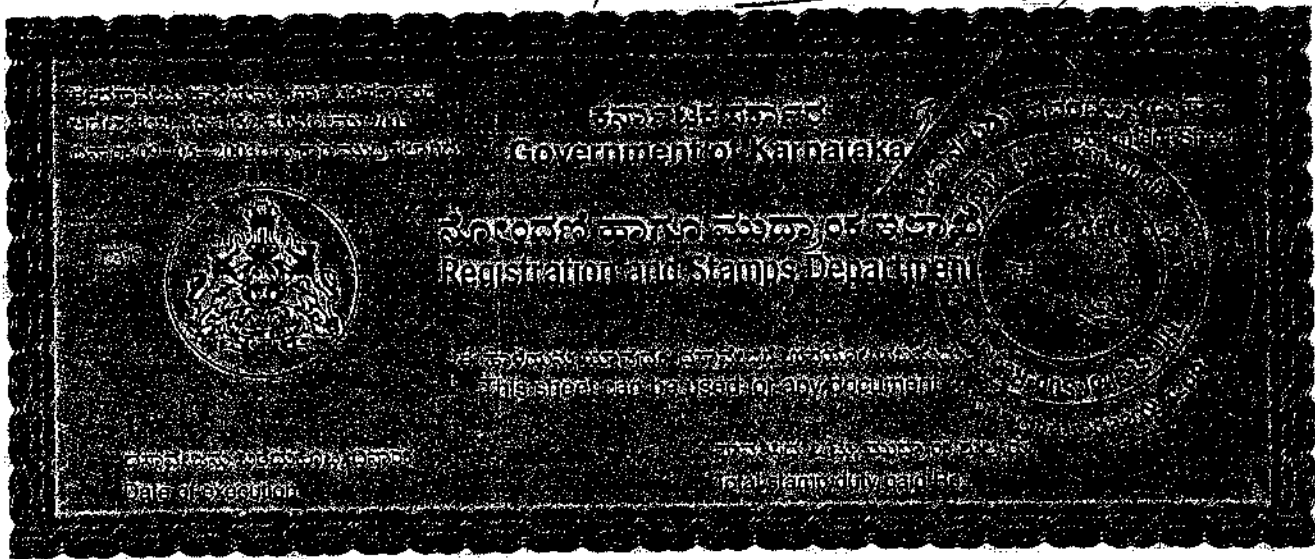
S. V. Venkatesh S.V. Vijaya

S. V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

39ನೇ ಕುಟುಂಬ ನ್ಯಾಯ ಕಾಯಿದೆ 3254



23 ARBITRATION/MEDIATION:

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

23.2 Arbitration/Mediation shall be conducted as follows:

- a All proceedings in any arbitration/mediation shall be conducted in English.
- b The dispute shall be referred to a panel of three arbitrators or one mediator. The Owners and Developer shall appoint one arbitrator each and the third arbitrator shall be appointed by the two arbitrators nominated by the parties. In case of mediation, there shall be one mediator appointed by the parties from the list of official mediators.
- c The arbitration/mediation award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly.
- d The arbitral tribunal/mediator may by unanimous agreement, award to a party that substantially prevails on the merits, its cost and reasonable expenses (including reasonable fees of its counsel).
- e Seat of such arbitration/mediation shall be at Bangalore.

23.3 The Arbitration Proceedings shall be governed by the provisions of The Arbitration and Conciliation Act, 1996.

24 NOTICES:

24.1 Except as otherwise expressly provided therein, all notices and other communications under or in respect of this agreement shall be in writing and shall be transmitted (a) registered post acknowledgement due or (b) by email with

S.V.Venkatesh

S.V.Vijaya

S.V.Venkatesh

S.V.Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory



confirmation copies to be sent by registered post, to the parties hereto at the addresses of the respective parties as follows:

a **If to the Owners:**

b Address : No.2, Vishwanatha Rao Road, Madhavanagar,
Bangalore – 560 001.

c Attention : Shri. S. V. Venkatesh

d Telephone : Mobile: 9844638963.

e **If to the Developer:**

f Address : LGCL URBAN HOMES (INDIA) LLP,
No. 12/1, Rest House Road, Bangalore-560001.

g Attention : Shri. Girish Puravankara

h Telephone : 080-25585500

Either party may from time to time change its address or representative for receipt of notices or other communications provided for in this agreement by giving to the other not less than 15 days prior written notice.

25 **LANGUAGE:**

25.1 All the documents to be furnished or communications to be given or made under this agreement shall be in the English Language.

S. V. Venkatesh S.V. Vijaya
S. V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LI D

Authorised Signatory



26 PERMANENT ACCOUNT NUMBER:

26.1 The permanent Account Number (PAN) of the Owners and Developer are as follows:-

- a Owners : AABHV1710M
- b Developer : AAEFL8034B

27 SEVERABILITY

27.1 If any provision of this Agreement is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.

28 GENDER/PLURAL/SINGULAR

28.1 Any reference made to the parties herein in singular, or plural, or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

29 HEADINGS

29.1 The headings given to the paragraphs/clauses of this agreement are for purposes of convenience only and are not intended to be part of, or be used as meaning, or interpretation of the terms of the agreement.

30 TERM AND TERMINATION

30.1 This Agreement shall come into force and effect from the date of its execution "Effective Date" and shall, unless terminated in accordance with this Agreement, be valid and effective till completion of the full Residential Complex in all respects and obtaining the Occupancy Certificate for the entire Residential

S. V. Venkatesh

S. V. Vijaya

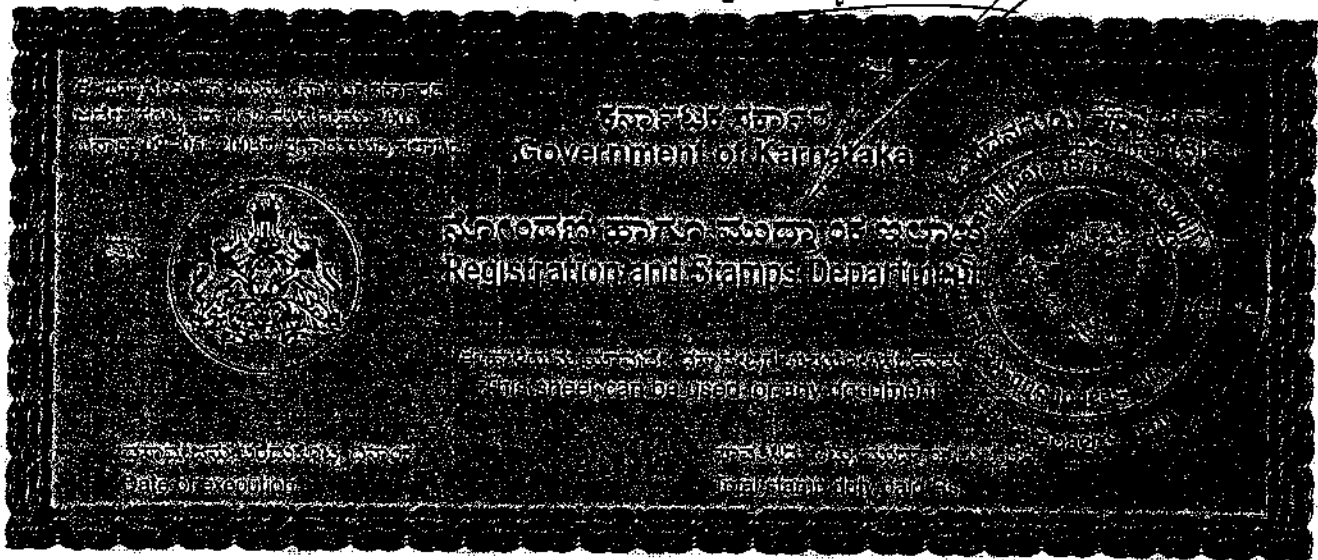
For LGCL URBAN HOMES (INDIA) LLP

S. V. Venkatesh

S. V. Vijaya

37
Authorised Signatory

422 3254



Complex and delivering possession of the Owners Share and until the Developer's Share is transferred in entirety to the Developer or its nominees.

30.2 Neither Party shall be entitled to terminate this Agreement save and except as otherwise provided herein.

30.3 In the event of breach by the Owners in complying with his obligations under this Agreement, including in relation to the representations and warranties offered hereunder, the Developer shall, at its option, be entitled to (a) terminate this Agreement and seek appropriate damages or (b) continue the development of the Schedule Property and seek appropriate compensation / damages for such breach. However, this right of termination can be exercised only after giving the Owners a written notice specifying the breach and requesting the Owners to remedy the breach within a reasonable time based on the nature of breach. If the breach complained of is remedied within reasonable time, then the termination shall not take effect. In the event of termination the Owners shall refund the interest free refundable security deposit within thirty (30) working days from the date of termination and the Developer shall remove him men and material from the Schedule property and from the Residential Complex and shall have no right on the Residential Complex or the Schedule property or on the title deed to the Schedule property.

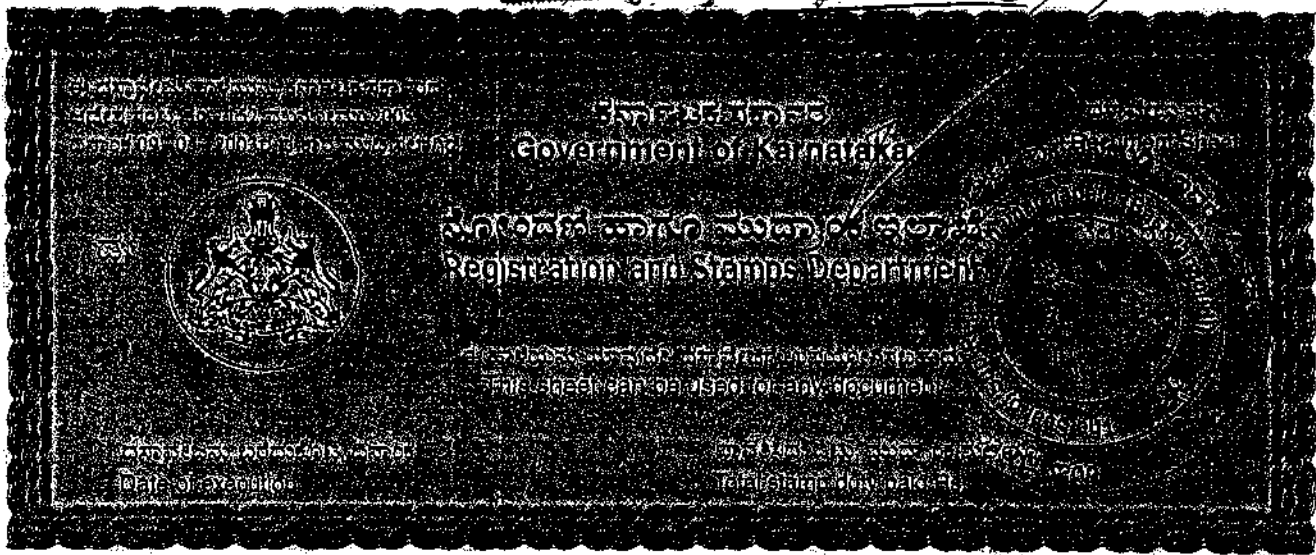
30.4 In the event of any delay or breach by the Developer in complying with its obligations under this Agreement, then the Owner shall be entitled to recover damages from the Developer as per clause 9.5 of this Agreement.

S.V. Venkatesh S.V. Vijaya

S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory
38



31 ACQUISITION:

- 31.1 The Parties shall inform the other of any notice of acquisition or requisition by the Government as soon as it is received and shall together resist this by all available legal means.
- 31.2 If the entire Schedule Property is acquired under any Law by the Government or other Authority under the law, before Completion then this Agreement shall stand terminated.
- 31.3 Compensation payable for the land in Schedule Property shall be taken by the Owners in its entirety and the compensation payable for construction and development made and incurred thereon by the Developer shall be taken by the Developer in its entirety. Further, the Owners shall refund all the monies received from the Developer including the Refundable Security Deposit after receipt of the compensation from the Government or such other authorities or authorize the Developer to receive the said sum from the authorities and any shortfall shall be paid by the Owners.
- 31.4 In the event of acquisition after completion of the Residential Complex, the compensation shall be divided between the Owners and the Developer in proportion to its undivided share of land in the Schedule Property and the super built-up area/s in their respective sharing ratios. If portion/s of the Schedule Property is/are acquired, the above principle applies in respect of such portion/s.

For LGCL URBAN HOMES (INDIA) LTD

S.V. Venkatesh

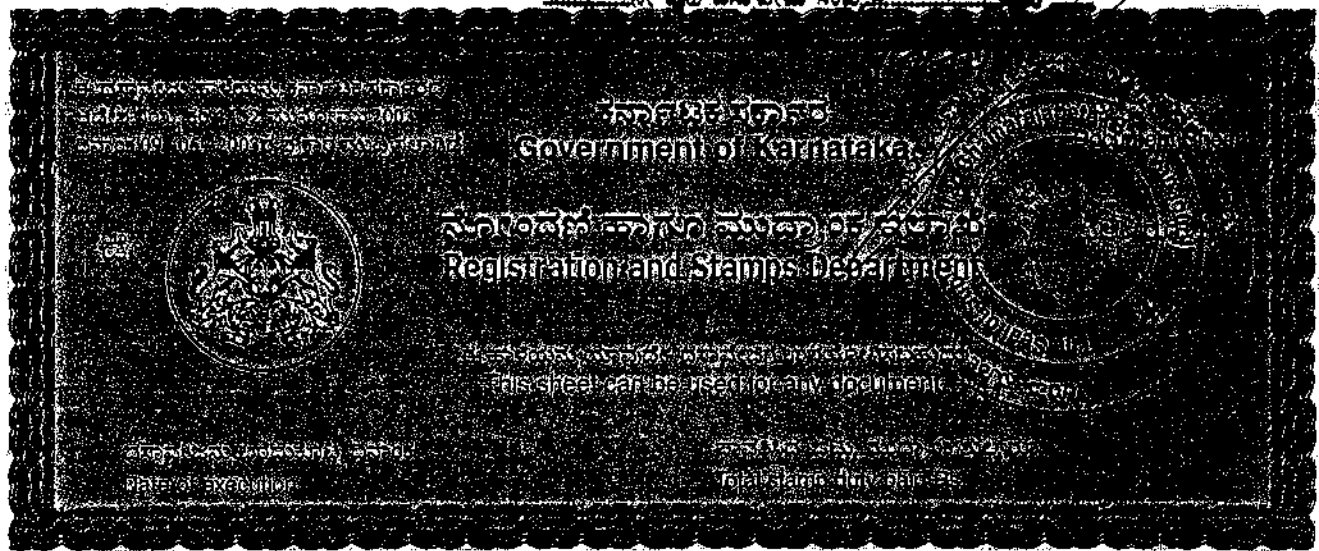
S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

Authorised Signatory

44 3254



32 JURISDICTION:

- 32.1 Any action, suit, or other legal proceedings, which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be subject to the sole jurisdiction of the courts at Bangalore.

33 NAME OF THE PROJECT:

- 33.1 The name of the project to be developed on the Schedule Property shall be decided by the Developer.

34 CUSTODY OF THE ORIGINAL TITLE DEEDS:

- 34.1 The original documents with respect to the Schedule Property are with Shri. Ashok Abraham Kuriakose, the owner of the remaining extent of the Schedule Property. The Owner have delivered the photocopies of the documents to the Developer.
- 34.2 The Owners and Developer will be entitled access to the said original documents, take the inspection thereof and make extracts there from by contacting the said Advocate as required from time to time and such access should be made available to the Owners and Developer by themselves, their agents, employees, advocates, or authorized representatives by giving prior notice of not less than 24 (twenty four) hours and inspection to be done during working hours on a working day.
- 34.3 The Developer will not have any lien whatsoever on the said documents or the Schedule Property. On completion and formation of the owners Association/Society formed by the owners of the row houses/villas in the

S.V. Venkatesh

S.V. Vijaya

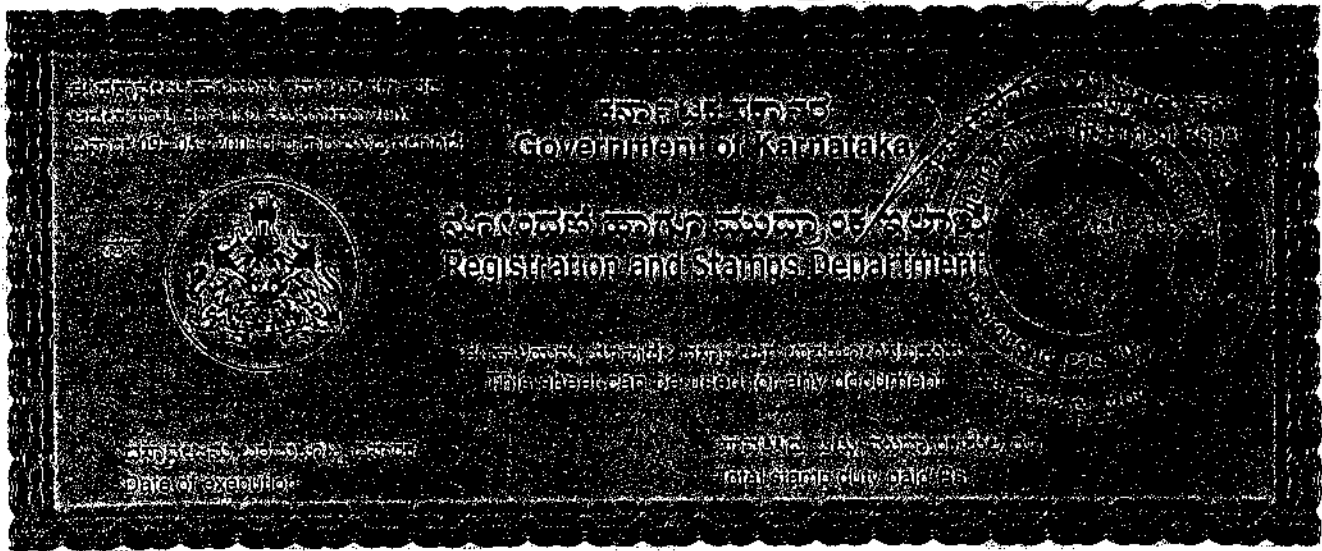
S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

45 ಸಿ.ಆರ್.ಎಸ್. ಸಂಖ್ಯೆ 3254



Residential Complex, the Developer shall collect all the original documents that are kept under Trust / Escrow and hand over the original documents to the above said owners' association.

35 ADDITIONAL WORK:

35.1 Any additional items of work (that is required or requested by the Owners over and above the specifications attached herewith in Annexure) that the Developer, at its discretion agrees to execute on behalf of the Owners on the Owners' share, shall be put out in writing by both the parties on separate and mutually agreed terms/and/or rates and signed by both parties. If the Developer undertakes to execute such additional work, then the time taken for undertaking such additional work by the Developer for the Owners shall be added to the time stipulated for completion of construction of the Owners' Share stipulated in the scheme.

35.2 The Owners shall at their discretion be at liberty to get any additional items of work done by his own agency on the Owners' share of the Residential Complex before or after possession is handed over to him by the Developer.

36 GENERAL PROVISIONS:

36.1 This Agreement supersedes all oral and written agreements of the Parties herein.

37 PUBLIC NOTICE:

37.1 The Developer has taken out a Public Notice expressing its intention to enter into Joint Development Agreement with the Owners on 27-12-2012 at Page No.8 of The Times of India, Bangalore Edition and the Developer hereby affirms that no

S. V. Venkatesh

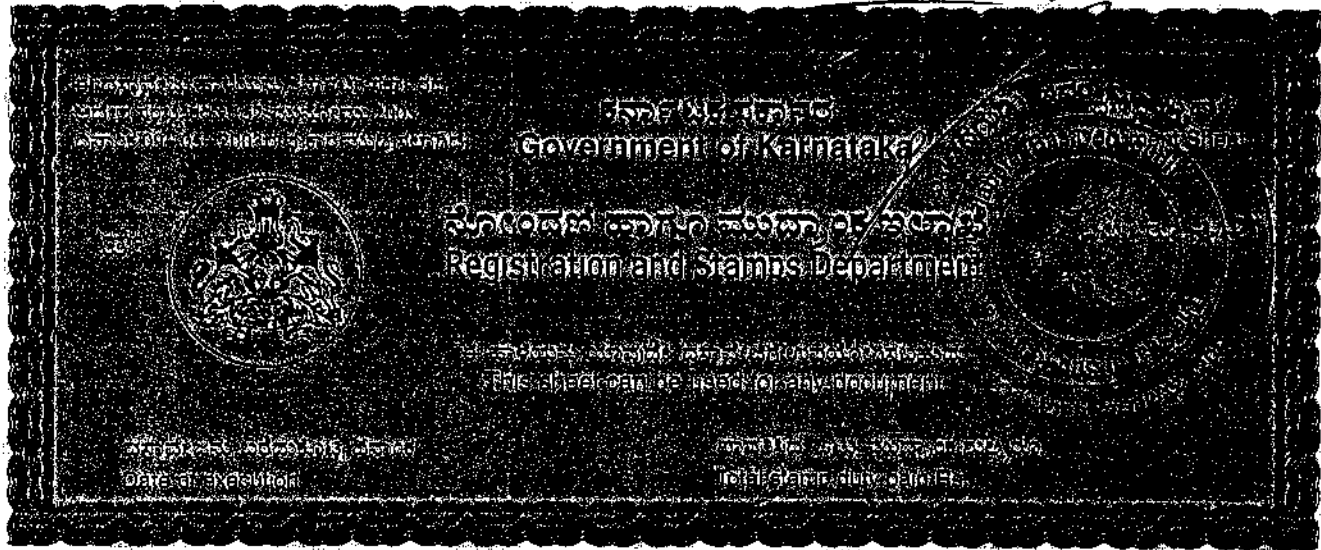
S.V. Vijaya

S. V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

[Signature]
Signature



adverse or other response has been received till date in reply/response to the public notice.

38 ADVERTISEMENT:

38.1 The Developer shall be entitled to erect boards in the Schedule Property or to advertise in newspapers or any other media for marketing the row house/Villas.

39 MISCELLANEOUS MATTERS:

39.1 The Owners at their cost shall from time to time obtain clearances, wherever applicable, under the statutes, if any and other permissions, as required under any law for sale/lease/transfer within thirty days or any extended time as may be mutually agreed to between the parties in writing from the date of request by the Developer in order to sell/lease/transfer the Developer's Share of undivided share in the land either in favour of the Developer and/or in favour of its assignee/s and/or nominee/s subject to completing the Residential Complex in all respects and obtaining the occupation certificate for the entire Residential Complex and delivering possession of the Owners Share.

39.2 AUTHORIZATION: The Owners from amongst themselves have authorized and nominated Shri. S. V. Venkatesh the Owner No.1 herein to be their representative to deal with the Developer and decide on all matters connected with the interpretation, implementation and performance of the Owners' obligations under this Agreement. It is agreed any instructions given to Shri. S. V. Venkatesh by the Developer shall be deemed to have issued to all the members of the Owners

S.V. Venkatesh

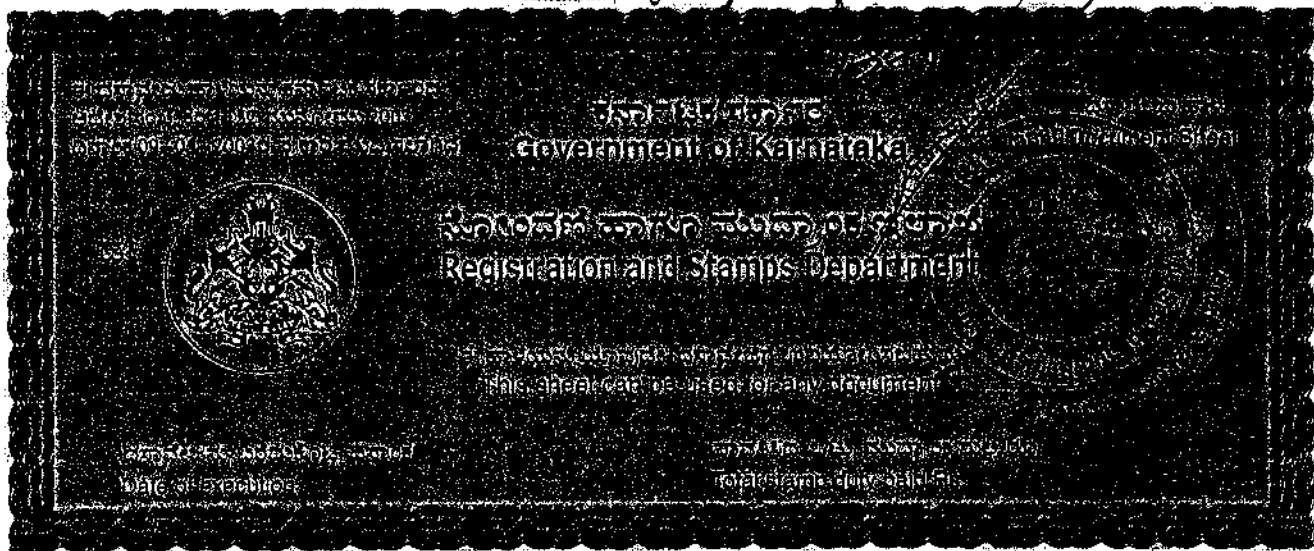
S.V. Vijaya

S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory
42



and likewise any consent or instructions given by Shri. S. V. Venkatesh to the Developer shall be deemed to have issued by all the members of the Owners.

- 39.3 In the event of passing of any new legislation with retrospective effect affecting the Capital gains tax payable by the land Owners on their share of the Schedule property, the same will be complied with in accordance to Law.

SCHEDULE

ALL THAT PIECE AND PARCEL of residential property bearing survey No.12, measuring 1 acre, situated at Choodasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, converted for non-agricultural / residential use vide Official Memorandum No.ALN[ASH]SR/156/2012-13, dated 19/01/2013, issued by the Deputy Commissioner, Bangalore District, Bangalore, morefully demarked in the annexed sketch as ABCD, with all rights, appurtenances whatsoever and bounded on the:

- | | | |
|----------|---|---|
| East by | : | Part of Survey number 12 belonging to Ashok Abraham Kuriakose, |
| West by | : | Survey number 22 and 25, |
| North by | : | Survey number 25 and part of Survey number 12 belonging to Ashok Abraham Kuriakose, |
| South by | : | Survey number 22 and part of Survey number 12 belonging to Ashok Abraham Kuriakose. |

S.V. Venkatesh

S.V. Vijaya

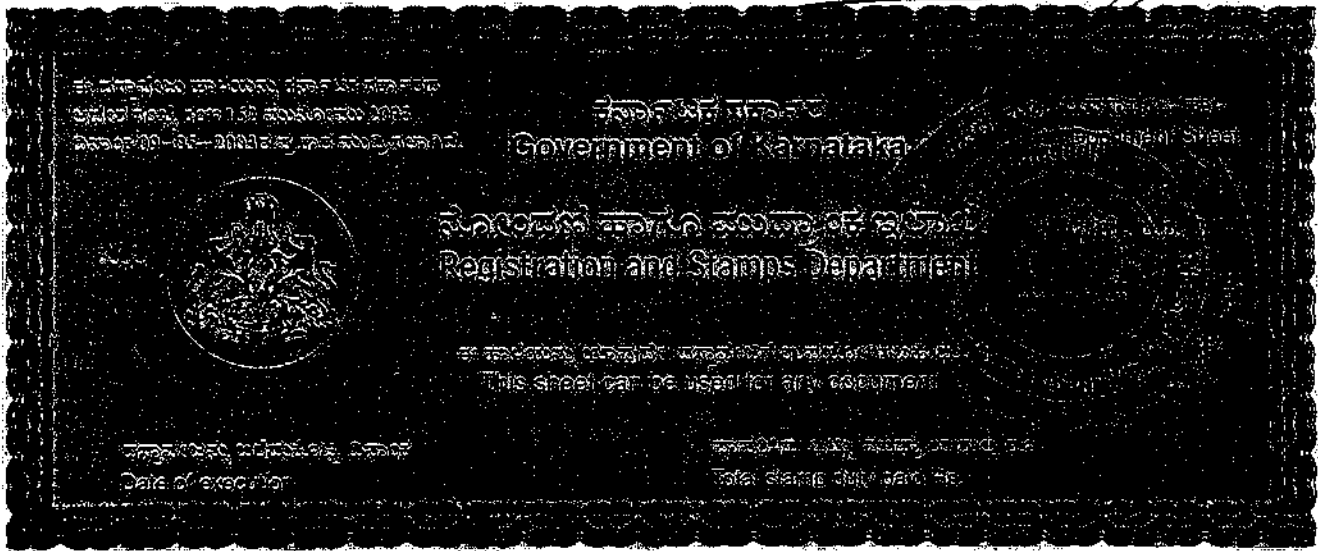
S.V. Venkatesh

S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory

48 ಸಿ. ಕೆ. ದಾ.ವಿ.ಸಂ. 2024 54



IN WITNESS WHEREOF the Parties have signed and executed this Agreement on the day, month and year first above mentioned in the presence of the following witnesses:

OWNERS

Name	Address	Signature
(1) Shri. S. V. VENKATESH,	No.2, Vishwanatha Rao Road, Madhavanagar, Bangalore - 560 001	S.V. Venkatesh
(2) Smt. PRIYA VENKATESH,		S.V. Venkatesh
(3) Shri. ATUL KISHEN,		S.V. Vijaya

ADIRANGA SETLUR
Being Minor rep. by his natural Guardian
and Father Sri. Atul Kishen but are rep. by
DEVELOPER Atul K.P.A Holder Smt. S.V. Vijaya.

Name	Address	Signature
LGCL URBAN HOMES (INDIA) LLP	No. 12/1, Rest House Road, Bangalore 560 001	For LGCL URBAN HOMES (INDIA) LLP Authorized Signatory

Witness:

Name	Address	Signature
DEEPAK VENKATESH	4, 3rd Cross, Lakshmi Road, Shanthinagar, Bangalore - 27	Deepak Venkatesh
J.R. RANGAPPA	203 3rd floor 3rd main, Jeevanodaya Basahalli, Opp. New Thippesahalli	J.R. Rangappa

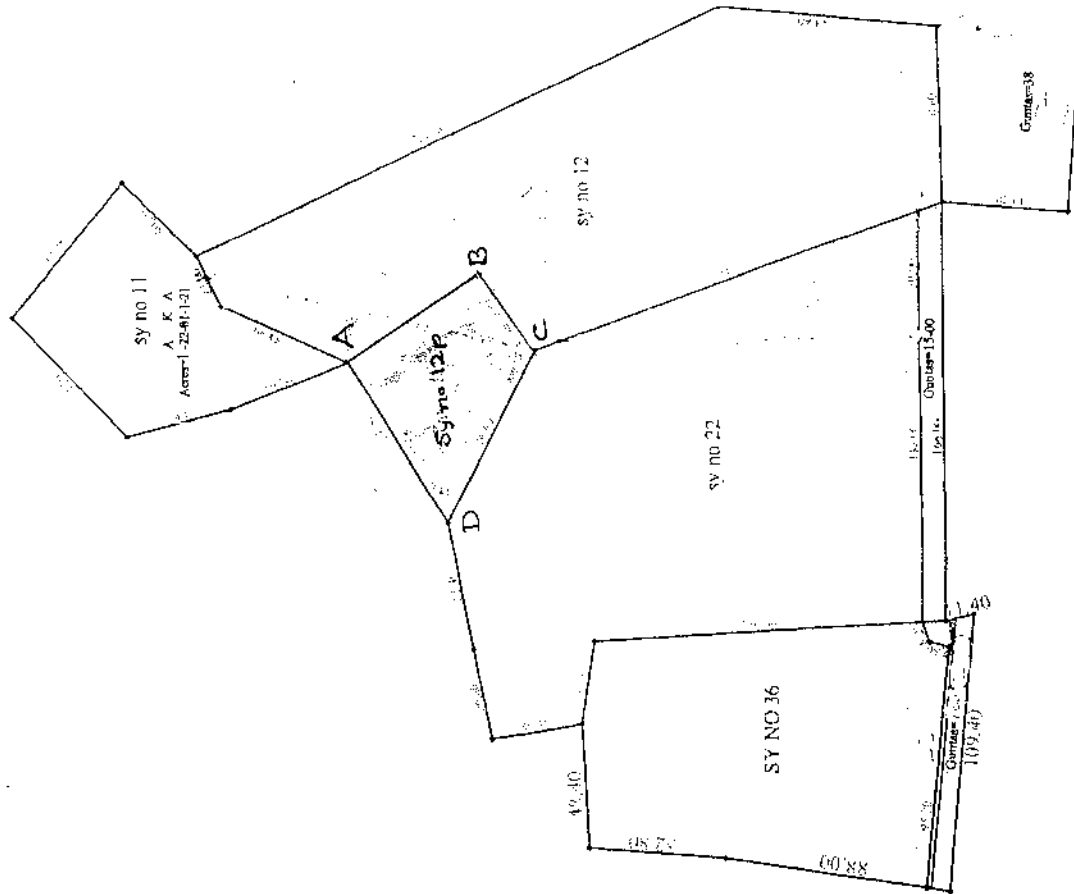
Drafted by

[Signature]

48 3rd Stage
Bangalore - 75

JAYANTH M. PATTANSHETTI
ADVOCATE
102, Ground Floor,
"Rama Infantry Manor"
No. 70, Infantry Road, BANGALORE - 01.

SKETCH ANNEXED TO JOINT DEVELOPMENT AGREEMENT



sy no 13

49 ಸಿ. ಕೃಷಿ ದಾಖಲೆ ಸಂಖ್ಯೆ 3254
13.14



S. V. Venkatesh

S. V. Venkatesh

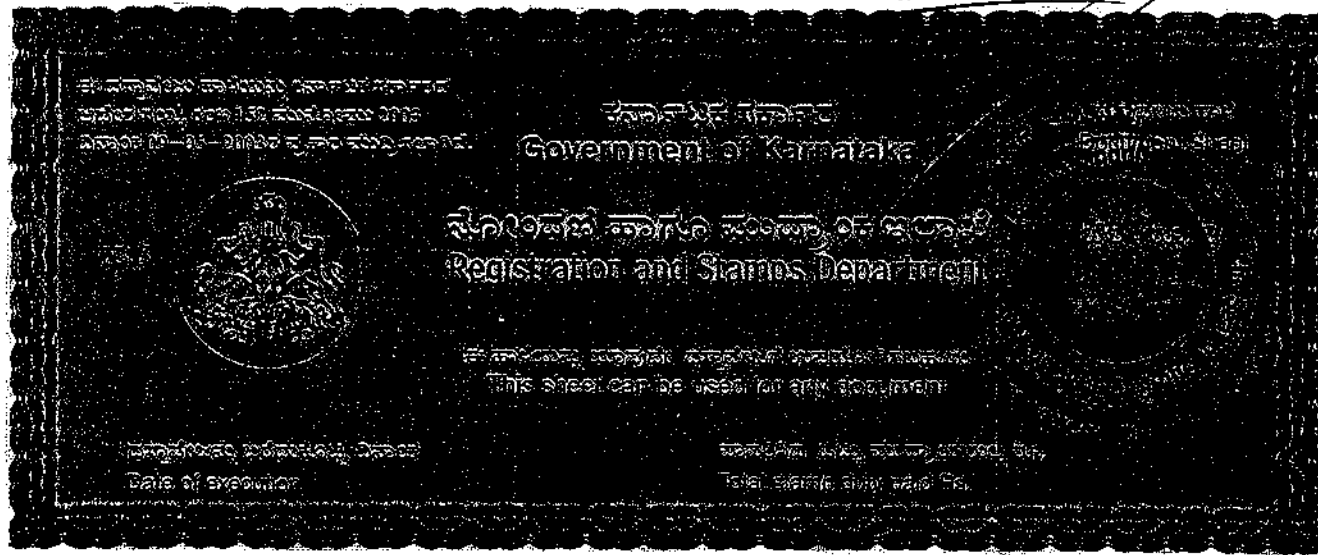
S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LLP

S.V. Vijaya

Authorised Signatory

50 ಸಿ ಕೆ ಡಿ ರೂ. 3254/-



Annexure A:

SPECIFICATIONS AND AMENITIES OF THE RESIDENTIAL COMPLEX:

LGCL NEW LIFE SPECIFICATION

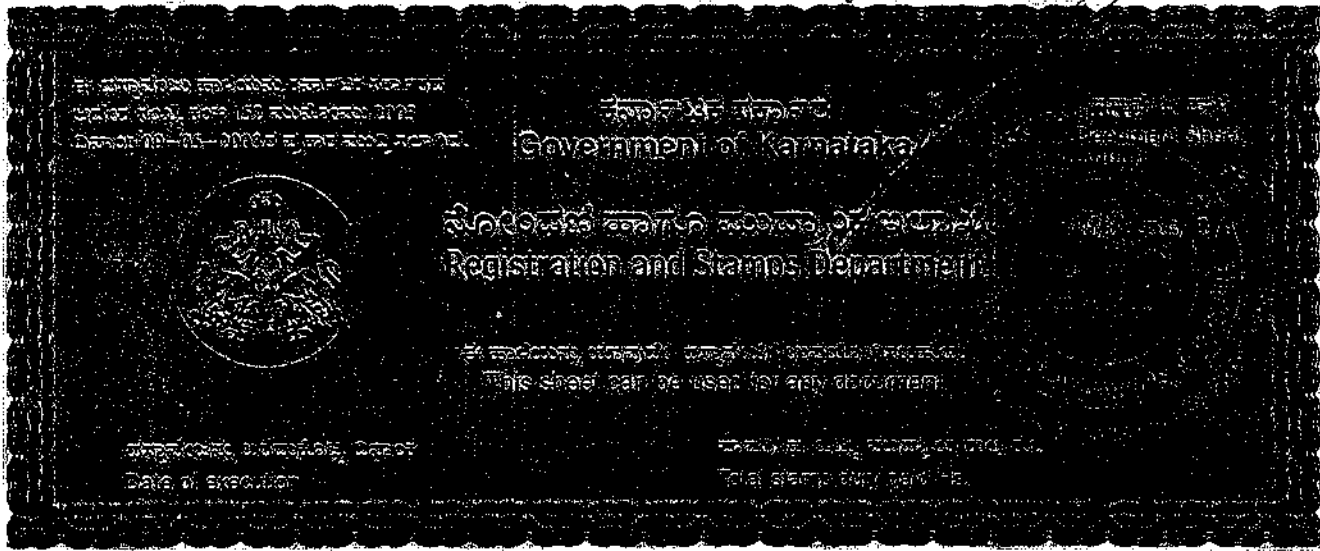
Sl. No.	Item	Specification/Finishes
	Structural Specification	
	RCC framed structure with concrete block masonry and plaster	
A	Flooring	
1	Living & Dining	Marble
2	Kitchen	Vitrified tiles
3	Master Bed Room	Wooden flooring
4	Bed Rooms & Family room	Vitrified tiles
5	Balcony /Terrace	Anti-skid Ceramic Tiles
6	Toilets (Flooring)	Anti-skid Ceramic Tiles
7	Toilets (Dado)	Ceramic Tiles

S.V. Venkatesh S.V. Vijaya
S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

[Signature]
45
Authorised Signatory

51ನೇ ಶ್ರವಣ ದಾಖಲೆ ಸಂಖ್ಯೆ 82545



Sl. No.	Item	Specification/Finishes
8	Utility	Ceramic Tiles
B	Wall Finish	
1	Exterior of building	As per Architect's design
2	Internal walls	Smooth neeru finish with acrylic emulsion paint
3	Ceiling	OBD
C	Doors, Windows & Ventilators	
1.	Entrance Door	Teakwood frame with TW Paneled door/OST, melamine polish. Premium quality door handle, premium quality lock, tower bolts and doorstopper.
2.	Bed Rooms	Hardwood frame with HDF Flush Door painted. Premium quality lock, tower bolt and doorstopper.
3	Windows	Aluminium Anodized frames, two-track with 4-6 mm plain glass.
4	Ventilators	Aluminium Anodized frames with 4-6 mm frosted glass
D	Railing	

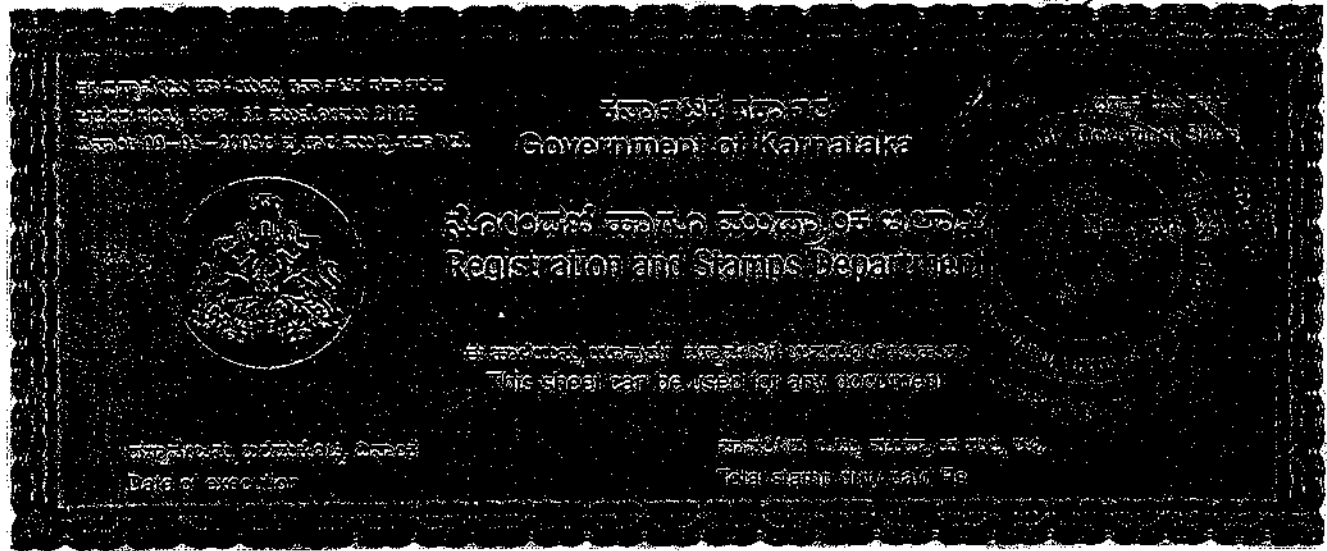
S.V. Venkatesh S.V. Vijaya

S.V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

Author 46

52ನೇ ಕುಟುಂಬ ಸಂಖ್ಯೆ 32574

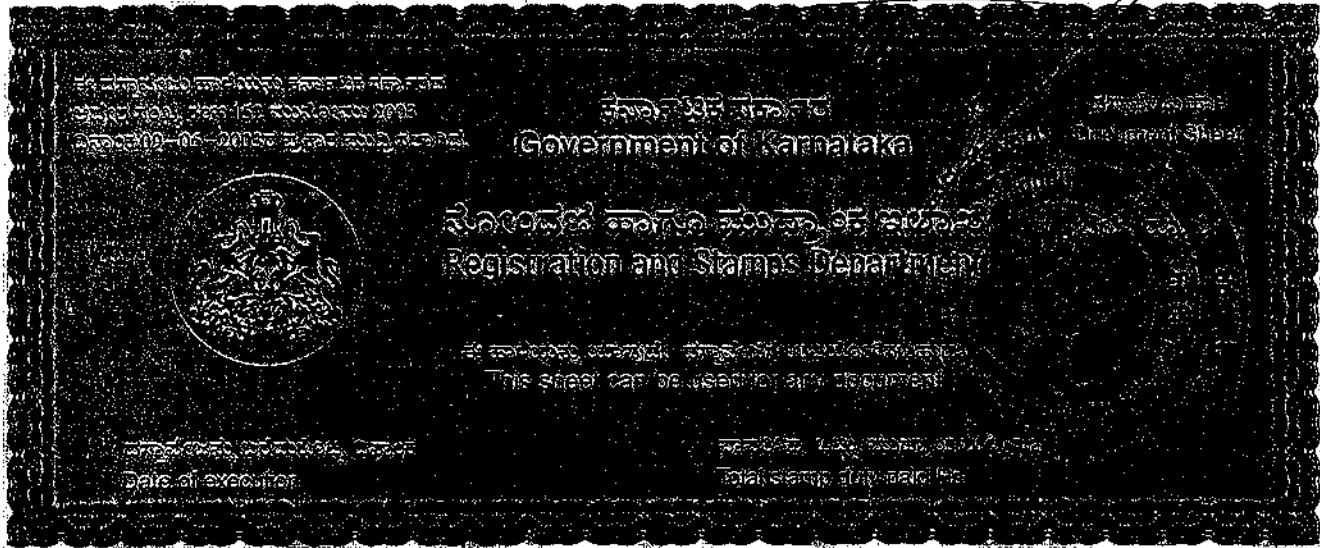


Sl. No.	Item	Specification/Finishes
1	Balcony railing	Metal railing as per architect's design
2	Staircase railing	Metal railing as per architect's design
E	Amenities in Kitchen	
1	20 mm polished granite slab with double bowl single drain-board stainless steel sink of premium brand and ceramic tile dado upto 2 feet above counter	
2	Aqua – Guard Point	
3	Hot & Cold Water Provision for Kitchen Sink	
4	Electric Chimney, Hob, Grinder, Fridge & Microwave points	
F	Amenities in Utility Areas	
1	6 A Electrical Points	
2	Water Tap	
G	Amenities in Toilet	
1	All toilets	Premium quality CP fittings, sanitary ware & under counter wash basin with hot & cold water
H	Electrical	
1	Adequate light and fan points with 6/16A Switches/Sockets - Modular Switches	

S.V. Venkatesh
S.V. Venkatesh

S.Y. Vijaya
S.Y. Vijaya

For LGCL URBAN HOMES (INDIA) LLP
Authorized Signatory



Sl. No.	Item	Specification/Finishes
2	AC point in all the bedrooms, living/dining and Family room	
3	TV and Telephone points in all bedrooms and living room	
4	Provision for one internet point	
5	BESCOM Power supply per Villa- 5 kW	
I	Infrastructure Amenities	
1	Inter locking paver driveway	
2	Children play area	
3	Multi purpose club house with Gymnasium, TT/Billiards, Multipurpose hall, Steam	
4	Swimming Pool	
5	STP & WTP	

S. V. Venkatesh S.V. Vijaya

S. V. Venkatesh S.V. Vijaya

For LGCL URBAN HOMES (INDIA) LTD

Authorised Signature

ಶಿ. ದ್ರಾವಿಡ... 305582...
 1565
 1314

JOINT DEVELOPMENT AGREEMENT

This Joint Development Agreement ("AGREEMENT") made on this 24th day of May 2013 ("EFFECTIVE DATE") at Bangalore:

BY AND BETWEEN:

Shri. ASHOK ABRAHAM KURIAKOSE, son of late C. T. Kuriakosse, aged about 39 years, residing at Kelachandra House, 80/10, Hulimavu, Bannerghatta Road, Bangalore - 560 076, hereinafter referred to as "**OWNER**" (which expression shall mean and include, unless repugnant to the context or meaning thereof, his heirs, administrators, executors and assigns), of the FIRST PART.

AND

LGCL URBAN HOMES (INDIA) LLP, a Limited Liability Partnership, having its office at No. 12/1, Rest House Road, Bangalore - 560 001, represented by its authorized signatory, Mr. Girish Puravankara, who has executed this Agreement and the Agreement is being presented and the execution is being admitted by his Power of Attorney Holder, Sri. Chandrashekhara Moodadka, constituted under Special Power of Attorney dated 05-05-2012, registered vide document No. 64/2012-13 of Book IV stored in C. D. No. SHVD 150, in the office of the Sub-Registrar, Shivajinagar, Bangalore, hereinafter referred to as "**DEVELOPER**" (which expression shall mean and include, unless repugnant to the context or meaning thereof, its successors-in-interest, administrators, executors and assigns), of the SECOND PART.

(The Owner and Developer shall be collectively referred to as "**PARTIES**" and individually referred to as "**PARTY**".)

WHEREAS

- A. The Owner represents that he is the sole and absolute owner in possession and enjoyment of all that parcels of immovable land bearing (a) survey No. 11, measuring 1 acre 21 guntas, (b) survey No. 12, measuring 5 acres 16 guntas and

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

ಶ್ರೀ ಕೃಷ್ಣ ದತ್ತಾತ್ರೇಯ ಸಂಪತ್ 1565
1814

CHITRA PREPRINTING WORKS

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಮೊಂಡಡಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ LGCL Urban Homos (India) LLP Rep by its Authorised Signatory Girish Puvankara Rep
by his SPA Holder Chandrashekhara Moodadka . ಇವರು 877500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ

ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣವು ಪಾವತಿಯಾದ ದಿನ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	877500.00	DD No 085522 Dated 23/05/2013 ICICI Bank Bangalore
ಒಟ್ಟು :	877500.00	

ಸ್ಥಳ : ಚಾಮರಾಜಪೇಟೆ

ದಿನಾಂಕ : 24/05/2013

ಹಿರಿಯ ಅಧಿಕಾರಿಯನ್ನು ಯುಕ್ತ ಬಡ್ತಿ
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
(ಚಾಮರಾಜಪೇಟೆ)

ಬೆಂಗಳೂರು.

Designed and Developed by C-DAC ACTS Pune.

2nd of Dec 2013 1965
1374

- (c) survey No. 13/1, measuring 35 guntas, measuring in total 7 acres 32 guntas, situated at Choodasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, which are more fully mentioned and described in the SCHEDULE "A" hereunder and hereinafter referred to as "**SCHEDULE PROPERTY**".
- B. The Schedule Property is the self acquired property of the Owner, he having acquired the same by virtue of the Sale Deed dated 11-10-2005, executed by Smt. Radha Murthy, wife of Late Krishnamurthy and her children, registered vide document No. 9432/2005-06 of Book 1, stored in C. D. No. ANKD81, in the office of the Sub-Registrar, Anekal.
- C. The Owner is fully seized and possessed of the Schedule Property with power and authority to sell or otherwise dispose of the Schedule Property in favor of any person of his choice.
- D. The Owner has got the Schedule Property converted from agricultural use to non-agricultural/residential use vide Official Memorandum dated 19/01/2013 in No. ALN [ASH] SR/156/2012-13, issued by the Deputy Commissioner, Bangalore District, Bangalore ;
- E. The Owner has offered the Schedule Property to the Developer for Joint Development and the Developer has agreed to develop the Schedule Property at its cost and expense by constructing luxurious residential row house / villas in accordance with the scheme formulated by the Parties (such development hereinafter referred to as "**RESIDENTIAL COMPLEX**") and deliver to the Owner or his nominees the Owner's Share (hereafter defined) in consideration for the Owner transferring or conveying the Developer's Share (hereafter defined) in the Schedule Property in favour of the Developer or its nominees as agreed upon and as set out hereunder.
- F. The Developer has obtained clearance of the marketable right, title and interest of the Owner to the Schedule Property from its Advocate.
- G. The Parties have agreed to put in writing the terms of development and accordingly this Agreement is made.

NOW THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

- 1.1 **Applicable Laws:** shall mean laws of the Republic of India including, inter alia, all applicable statutes, enactments, acts of legislature, ordinances,

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

4ನೇ ಪುಟ ರಾಜ್ಯವೇಷು ಸಂಖ್ಯೆ 1562/1354
1354

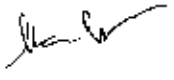
Print Date & Time : 24-05-2013 01:35:16 PM

ರಾಜ್ಯವೇಷು ಸಂಖ್ಯೆ : 1562

ಜಾನುರಾಜಪೇಟೆ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿನಲ್ಲಿ ದಿನಾಂಕ 24-05-2013 ರಂದು 01:14:43 PM ಗಳಲ್ಲಿ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

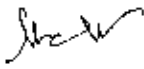
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	877500.00
2	ಸೇವಾ ಶುಲ್ಕ	1435.00
3	ದೃಢೀಕರಣ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	879035.00

ಶ್ರೀ LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Puravankara Rep by his SPA Holder Chandrashekhara Moodadka ಇವರಿಂದ ಹಾಜರಾದ ಮೊತ್ತವು

ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Puravankara Rep by his SPA Holder Chandrashekhara Moodadka			

24/5
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಬಾಹುರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು, ಮೈಸೂರು

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

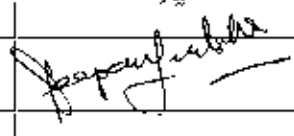
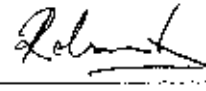
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	LGCL Urban Homes (India) LLP Rep by its Authorised Signatory Girish Puravankara Rep by his SPA Holder Chandrashekhara Moodadka . (ಬರೆದುಕೊಂಡವರು)			
2	Ashok Abraham Kurlakose . (ಬರೆದುಕೊಂಡವರು)			

24/5
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬಸವನಗುಡಿ (ಬಾಹುರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು, ಮೈಸೂರು

rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, State or Centre.

- 1.2 **Built-up Area:** shall mean the total constructed area including the wall thickness of each row house/Villas.
- 1.3 **Common Area:** shall mean and include common electrical meter room, pump room, generator rooms, security room, common amenities, swimming pool, club house area, lifts, gym, STP and water treatment plant, garden area, walkways, driveways, roads, common facilities and such areas specifically designated as common areas in the Residential Complex and excludes car parking area, garden and terrace areas allocated to the exclusive use and enjoyment of each row house / villa in the Residential Complex.
- 1.4 **Super Built-up Area:** shall mean the Built-up Area of each row house/villa along with car parking space, terrace area and garden area of each row house/villa together with proportionate undivided share in the common areas.
- 1.5 **Commencement of Construction:** shall mean the commencing the laying of foundation of a Row House / Villa on the Schedule Property after getting the plan sanction and all permissions to start the construction.
- 1.6 **Completion:** shall mean completing of all the developmental and constructional activity on the Schedule Property in accordance with the sanctioned plan and the specifications in its entirety for the Residential Complex and having obtained the Occupancy Certificate from the concerned authority and delivering possession of the Owner's Share to the Owner.
- 1.7 **Developer's Share:** shall mean the 67% of the total Super built-up Area of the Residential Complex, along with proportionate car parking spaces, terrace area, garden area and the proportionate undivided share in the Schedule Property corresponding to the Super built-up Area falling to the share of the Developer.
- 1.8 **Effective Date:** shall mean the day and date on which this Agreement is signed by the Parties herein.
- 1.9 **Sanction Plan:** shall mean the architectural, structural, development/building plan of the Residential Complex to be drawn in

1314

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Deepak Venkatesh No 14, 3rd Cross, Lakshmi Road, Shan'thinagar, Bangalore 560 027	
2	Rohan Kurakose Kelchandra House, 80/10, Hulimavu Bannerghatta Road, Bangalore 560 076	

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು.

There is no difference between the original and duplicate

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು.



1 ನೇ ಪುಸ್ತಕದ ದೃಢೀಕರಣ
ಸಂಖ್ಯೆ CMP-1-01565-2013 14 ಅಂಕ
ಒ.ಡಿ. ಸಂಖ್ಯೆ CMPD86 ನೇ ಧರಣಿ
ದಿನಾಂಕ 24-05-2013 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
ಉಪನಿರ್ದೇಶಕರು ಬಸವನಗುಡಿ (ಚಾಮರಾಜಪೇಟೆ)
ಬೆಂಗಳೂರು.

Designed and Developed by C-DAC, ACTS, Pune



1965
13.14

accordance with the applicable Rules and Regulations of the Local Planning Authorities, Building bye-laws, that is to be submitted and approved in the first instance by the Bangalore Development Authority/suitable authority.

- 1.10 **Force Majeure:** shall have the meaning as ascribed to it in clause 27 of this Agreement.
- 1.11 **Governmental Authority:** shall mean any Governmental or statutory authority and any agency, commission, board or tribunal constituted under a statute.
- 1.12 **Owner's Share:** shall mean 33% of the total Super built-up Area of the Residential Complex, along with proportionate car parking spaces, terrace area, garden area and the proportionate undivided share in the Schedule Property corresponding to the Super built-up Area falling to the share of the Owner.
- 1.13 **Party or Parties:** Party shall mean either the Owner or the Developer and Parties shall mean the Owner and the Developer.
- 1.14 **Residential Complex:** shall mean the complete project and includes the luxurious Row Houses/Villas to be constructed by the Developer on the Schedule Property in term of this Agreement as per the specifications and as per the sanctioned plan.
- 1.15 **Sharing Agreement:** shall mean the Supplemental Agreement to be drawn by and between the Parties upon obtaining the sanctioned plan for development of the Residential Complex that shows specifies,, demarcates, identifies and allocates the actual boundaries and areas of the Owner's and the Developer's Share in the Residential Complex.
- 1.16 **Sub-Contractor:** shall mean any person engaged by the Developer to carry out any part of the Project.

2 RIGHT TO DEVELOP AND CONSTRUCT AND PERMISSIVE POSSESSION

- 2.1 Subject to the terms and conditions stated herein, the Owner hereby grants the Developer the right to develop and construct the Residential Complex. The Owner shall not revoke the right so granted till the Completion of the Residential Complex and conveyance of the Developer's Share in the name of the Developer/s and/or its nominee/s pursuant to the terms of this agreement.

For LGCL URBAN HOMES (INDIA) LT

Authorized Signatory

8th day of March 1965
1314

- 2.2 The Owner hereby grants licence to the Developer to enter upon the Schedule Property to commence, carry out and complete development of the Residential Complex thereon as per the scheme formulated by the Developer and in accordance with the sanctioned plan and pursuant to the terms of this agreement.
- 2.3 The Owner has this day granted license to the Developer to enter the Schedule Property for the purpose of constructing the Residential Complex. It is specifically understood between the Parties that the license to enter the Schedule Property being given to the Developer is not being given or intended to be given by the Owner in part performance of this agreement under section 53A of the Transfer of Property Act read with Section 2 (47) (v) of the Income Tax Act of 1961 and this is not a sale agreement in any form or manner. The Parties confirm that the Owner shall retain legal possession over the Schedule Property, subject to other terms and conditions of this Agreement. The development contemplated by this Agreement is not in the nature of a Partnership as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961.
- 2.4 The Developer shall be entitled to merge/club the Schedule Property along with adjacent land measuring one acre in Survey No. 12 of Choodasandra Village and Develop the same as a composite block by obtaining necessary sanction plan, without affecting the rights of the Owner under this Agreement.

3 SHARING OF BUILT-UP AREA AND RELATIVE INTEREST OF THE PARTIES:

3.1 The Parties agree to share the Residential Complex in the following manner:

- a The Owner's share - The Owner is entitled to 33% of the total Super built-up area of the Residential Complex which includes proportionate car parking spaces, terrace area, garden area and proportionate undivided share in the Schedule Property corresponding to the super built-up area falling to the share of the Owner (hereinafter referred to as "**OWNER'S SHARE**").
- b The Developer's share - The Developer is entitled to 67% of the total Super built-up area of the Residential Complex which includes proportionate car parking spaces, terrace area, garden area and proportionate undivided share in the Schedule Property corresponding to the super built-up area

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory



~~9th 31st Dec 1965~~
12th

falling to the share of the Developer (hereinafter referred to as "DEVELOPER'S SHARE").

- 3.2 The Sharing Agreement shall be drawn and executed by the Parties within fifteen (15) days from the date of obtaining the sanctioned plan and before commencement of construction. The Parties after execution of the Sharing Agreement shall be entitled to deal with their respective shares as their own property and shall be entitled to all income, gains, capital appreciation and benefits of all kinds accruing or arising from or in relation thereto, subject to the terms of this Agreement. However, at the time of sharing the Parties shall give due account to the advantages/disadvantages in proportion to their respective shares. The Schedule Property shall not be conveyed under the Sharing Agreement and conveyance of the Developer's Share is subject to the Developer completing the Residential Complex in all respects and intimating the Owner in writing of its readiness and intention to handover the Owner's share.
- 3.3 Since a row houses/Villa cannot be fragmented to enable the Owner and the Developer to retain exactly the Owner's Share and the Developer's Share, at the time of drawing up and executing the Sharing Agreement, the Owner and the Developer shall be entitled to such number of row houses/Villas whose Super Built-up Area will be nearer to (rounded off to lower) the Owner's Share and the Developer's Share. If the above said entitlement of Super built-up Area of a row house/Villa of the Owner and the Developer falls short of the Owner's Share and the Developer's Share, the Parties agree to compensate the other Party monetarily at mutually agreed price/rate for such fractional shortfall.
- 3.4 The Owner hereby gives his consent that on signing the Sharing Agreement the Developer shall have the freedom to enter into agreements with the prospective purchasers for transferring or leasing the Developer's Share, after execution of Sharing Agreement. The Developer shall have the right to collect any amount as consideration from the prospective purchaser/s in its name and appropriate the same for development of the Schedule Property. The Developer shall be entitled to execute the Sale deeds with respect to the Developer's share on completion and intimating the Owner in writing of its readiness and intention to deliver the Owner's share.
- 3.5 In consideration for the Developer developing the Residential Complex at its own cost and expense, excluding those costs and expenses which are to be

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

11th 05 2013 15655
13-14

Developer on terms and rate mutually agreed upon and the amount if any payable on this score by the Developer shall be adjusted out of the Security Deposit. If any amount is to be paid over and above the Security Deposit, the Developer shall pay such difference amount to the Owner. On the contrary if the cost of the Owner's Share surrendered is less than the Refundable Security Deposit, then the Owner shall refund the balance Refundable Security deposit to the Developer.

4 **SECURITY DEPOSIT**

4.1 **Payment of Security Deposit:**

- a The Developer shall deposit with the Owner an interest free refundable Security Deposit Rs. 4,21,75,000/- (Rupees Four Crores Twenty One Lakhs Seventy Five Thousand Only)

4.1.a.1 A sum of Rs. 1,96,87,500/- (Rupees One Crore Ninety Six Lakhs Eighty Seven Thousand Five Hundred only) by way of Cheque No. 340904, dated 24/05/2013, drawn on ICICI Bank, Bangalore, the receipt of which the Owner hereby admits and acknowledges.

4.1.a.2 Rs. 14,00,000/- (Rupees Fourteen Lakhs only) paid by cheque bearing No. 286461, dated 31st December 2012, drawn on ICICI Bank, Commissariat Road branch Bangalore, the receipt of which the Owner hereby admits and acknowledges.

4.1.a.3 Rs. 14,00,000/- (Rupees Fourteen Lakhs only) paid by cheque bearing No. 023517, dated 7th November 2012, drawn on ICICI Bank, Commissariat Road branch, Bangalore, the receipt of which the Owner hereby admits and acknowledges.

4.1.a.4 A sum of Rs. 1,96,87,500/- (Rupees One Crore Ninety Six Lakhs Eighty Seven Thousand Five Hundred only) by way of Cheque in favour of the Owner to be paid within sixty (60) days from the date of obtaining plan sanction from the competent authority and before commencing work on the Schedule Property.

4.2 **Refund of Security Deposit:**

- a The Owner on receipt of a written intimation from the Developer stating Completion of the Residential Complex and the Developer's readiness and intention to handover the Owner's Share shall take vacant possession of the Owners Share and upon the Developer obtaining occupancy certificate and

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

~~12th July 2015~~ ~~1965~~
13th

providing copy to the Owners for the Residential Complex refund the Security Deposit to the Developer without any interest.

- b In case the Owner fails to refund the Security Deposit within 30 days of the Occupation Certificate then the Developer may at its option appropriate the Security Deposit against the Owner's Share proportionately, (to be calculated at a price the Developer is marketing the Developer's Share) prevailing at that time and shall deliver the remaining Owner's Share to the Owner.

5 DEVELOPMENT OF RESIDENTIAL COMPLEX

- 5.1 **Specifications:** The parties agree that the Schedule Property shall be developed by constructing the Residential Complex as per the detailed specifications set out in Annexure 'A' herein.
- 5.2 **Building Plans:** The Developer shall prepare at its own cost the building plans for construction and development of the Schedule Property in accordance with the applicable rules and regulations of the local authorities. The plans and specifications must satisfy the requirements more fully described in Annexure 'A' herein.
- 5.3 **Appointment of Architects, Contractors, Engineers:** The Developer will be entitled to engage Architects, Engineers, Contractors, consultants and others as they deem fit at its cost and expense to execute the construction work; however, in case of any disputes between the Developer and its contractors, architects, engineers and other workmen, suppliers of materials, the same shall be settled by the Developer.
- 5.4 The Developer shall take all necessary steps to obtain the approval/sanction of the building plans prepared for development of the Schedule property and the construction thereon and all the costs relating to or incidental thereto shall be borne by the Developer.
- 5.5 Unless specified otherwise, the development of the Residential Complex shall be at the cost, expenses and risk of the Developer. The development and construction of the Residential Complex shall strictly comply with the Applicable Laws and the Developer shall be solely responsible to ensure that it complies with and that each of its Sub-Contractors complies with applicable laws and regulations.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

13. In the original copy 1965 and 1384

6 EXECUTION OF DEVELOPMENTAL WORK:

- 6.1 The Developer shall have the sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction etc., and that the Owner shall not interfere with the same. The quality of materials used shall conform to ISI codes or equivalent thereto.
- 6.2 All items like equipments and machinery, tools and implements, stores and materials, which the Developer and/or its contractors, workmen and other agencies may bring to the Schedule Property for the development and construction of the Residential Complex shall remain the exclusive property of the Developer at all times and they shall be entitled to remove the same. The Owner shall have no claim or lien whatsoever on any such items of equipments and machinery, tools and implements, stores and materials at any time. The Developer shall move its equipment and machinery into the Schedule Property without damaging the environment and without causing any inconvenience to other persons residing/carrying on business within the vicinity of the Schedule Property.

7 ASSIGNMENT OF DEVELOPMENTAL WORK:

The Developer shall be entitled to entrust the development work to such person/s or companies it deems fit, provided, however, that the Developer alone shall be liable to fulfill the terms and conditions of this Agreement.

8 CONSTRUCTION & MOBILIZATION OF WORK FORCE & PAYMENTS:

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

9 COMMENCEMENT AND COMPLETION OF PROJECT:

- 9.1 The Developer shall commence construction on the Schedule Property within a period of six (06) months from the date of obtaining sanctioned plan.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

14 1565 1347

- 9.2 The Developer shall complete the construction of the Residential Complex in all respect, fit for human habitation within twenty-four (24) months from the date of obtaining the commencement certificate issued by the competent Authority pursuant to plan sanction or forty-eight (48) months from the effective date of this Agreement whichever is earlier, except in the case of any force majeure event as stated in clause 22 of this agreement. However, the Developer shall be entitled to an extension of time by another six (6) months (grace period) for completion of the Residential Complex. The aforesaid period does not include the time taken for obtaining the occupancy certificate or any certificates/NOC from the statutory authorities and electrical, water and sanitary connections from the respective departments.
- 9.3 It is specifically understood that the Developer shall not be deemed to be in default or incur any liability for any delay in completion of development including completion of construction of the Owner's Share if the performance of its obligations hereunder is delayed or prevented by conditions constituting force majeure or due to any acts of omission or commission by the Owner. All periods, hereunder fixed shall be deemed to have been extended by the periods equal to the periods of delay on account of the force majeure conditions. In any of the aforesaid events, the Developer shall be entitled to corresponding extension of time for completion subject to the condition that the happening of such event is duly notified to the Owner within fifteen (15) days of the commencement of such event. However, if the delay or stoppage work is on account of the Developer's acts of omission or commission, the Developer is not entitled to any extension of time.
- 9.4 In the event of delay in securing the permanent Power/Sanitary/Water connections, the Developer shall arrange temporary electrical, water and sanitary connections until permanent connections are obtained.
- 9.5 In the event of delay in completing the construction of the Residential Complex within the stipulated period as set out in Clause 9.2, the Developer shall pay damages at Rs. 25,000/- (Rupees Twenty five thousand only) per row houses/Villa of

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory

~~15655~~ ~~15655~~
1314

Owner's Share *per month* calculated from the expiry of the stipulated time and the grace period till the delivery of complete Owner's Share and may be adjusted from and out of the Refundable Security Deposit by the Owner.

- 9.6 The Parties agree that after securing plan sanction and executing the Sharing Agreement, there shall be no structural changes to the Residential Complex unless both the parties agree in writing.

10 REPRESENTATIONS AND WARRANTIES OF THE OWNER

- 10.1 The Owner hereby represents and warrants as under;
- a That the Schedule Property is the self acquired property of the Owner. The Owner is in absolute and vacant possession of the Schedule Property and the Owner has got marketable and subsisting title over the Schedule Property and none other have any right, title and interest or share therein.
 - b That the Owner is not a party to any suit or other legal proceedings where the Schedule Property is subject to any attachment by the process of the courts or in the possession or custody by any Receiver, Judicial or Revenue Court or any officer thereof.
 - c That there are no claims/interest of minor/s and or any other third party claims, mortgages, charges, lien or encumbrances on the Schedule Property.
 - d That the Owner has not entered into any agreement/s of sale, MoU, lease, transfer for sale or for development of the Schedule Property with any third party.
 - e That the Owner does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax which would affect his title to the Schedule property.
 - f Except the easementary right provided to the owner of Survey No. 13/1 and 12(part) of Choodsandra village, for access morefully demarked in Red Colour in the annexed plan, there are no known easements, quasi-easement, restrictive covenants or other rights or servitudes on the Schedule Property.

For LGCL URBAN HOMES (INDIA) LLP


Authorized Signatory



16 August 2015
1565-9
1374

- g That there are no known legal impediments for development of the Schedule Property and subsequent sale of the same.

11 REPRESENTATION AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants as under;

- a That the Developer is reputed land developer and has the necessary experience and expertise as a Developer and has undertaken number of projects in and around Bangalore.
- b That the Developer has the necessary financial capacity to complete the development of the Schedule Property by constructing residential row house/villas at its cost.
- c That the Developer shall at its own cost prepare detailed building plans and necessary drawings and that the Developer would secure all requisite clearances, permissions, sanctions etc., from the concerned authorities required for construction and development of the Residential Complex on the Schedule Property and comply with the plans and sanctions and all the laws and regulations at all times.
- d That there are no legal or other restrictions, which may interfere with the performance of its obligations.
- e The Developer shall be fully responsible for the execution of the sanctioned plan with due diligence and efficiency and with skill and expertise as are consistent with recognized professional standards.
- f That the Developer shall be fully responsible for its personnel, materials at the project site and the quality of workmanship. That the Developer shall meet all the statutory requirements, obtain licenses and secure compliance with all applicable labour laws.

12 OBLIGATIONS OF THE PARTIES

12.1 **Obligations of the Owner:** The Owner shall perform the following obligations:

- a To extend all co-operation to the Developer for development and construction of the Residential Complex;
- b Not to cause or let any hindrance for development of the Schedule Property;

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

- 11
- 1565.5
13/04/17
- c To carry out such acts, deeds and things as may be reasonably required by the Developer, at the cost of the Developer in order to successfully develop the Schedule Property in terms of this Agreement and the Owner shall rectify defects if any in his title to the Schedule Property at his cost;
 - d Simultaneously on execution of this Agreement to execute a General Power of Attorney in favour of the Developer, empowering it to apply for and obtain approvals, sanctions, Licences and Plans on behalf of the Owner, with regard to the construction of the Residential Complex, to represent the Owner before the Village Panchayath, Municipal/Revenue authorities, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, State and Central Government, Urban Arts Commission, Fire Force Departments, Karnataka Power Transmission Corporation Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephones, Airport authorities, and Telecommunication Authorities, and other Statutory Authorities and for sale/mortgage of the Developer's Share subject to the terms of this agreement and also to enable the prospective purchasers of the Developer's Share to avail home loans. The Powers granted as aforesaid shall not be revoked during the term of this Agreement.
 - e To pay property tax to Shanthipura Panchayath till 31/03/2013 and produce Katha and Katha extract after the land use changed and getting the conversion of the land for residential purpose from the competent Authority.
 - f The Owners shall conduct the survey of the land by the Taluk Surveyor and produce phody records, hissa Tippyany, atlas and survey sketch of the land.

12.2 **Obligations of the Developer:** The Developer shall at its own cost and expenses, perform the following, namely;

- a To prepare and finalize the plans and applications required for the development of the Schedule Property and construction of the Residential Complex;
- b To take all steps to obtain the building plan sanctioned by the Bangalore Development Authority/Bangalore Metropolitan Region Development Authority/Bruhat Bangalore Mahanagara Palike or any competent statutory authority for development of the Schedule Property and its completion;

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

18th day of Dec 2015 1565 13-14

- c To construct and complete the Residential Complex in the Schedule Property after obtaining necessary approvals, sanctions, license etc., in accordance with the sanctioned plan with such alterations, additions, modifications as may, from time to time become necessary.
- d Deliver one copy of complete sanctioned plan of the Residential Complex to the Owner on obtaining the same from the appropriate authority.
- e To obtain and deliver the completion and occupancy certificate for the entire Residential Complex from the competent statutory authority.
- f To take necessary insurance against any Calamity on the Residential Complex till the completion.
- g The Developer shall construct and deliver a minimum saleable super built-up area of 30000 square feet per acre of the Schedule Property subject to the approval of the statutory authority.
- h The Developer shall provide all the help and other documents needed including but not limited to copies of the various permissions and deposits paid, etc to the Owner as and when required by the Owner or his nominees from time to time.
- i The Developer shall grant right of access to the Owner through the road formed by them in survey Nos. 22, 12 and 13/1 of Choodasandra Village for accessing the property of the Owner in survey No. 13/2. The right of access shall be till the survey No. 13/2 is continued to be owned by the Owner herein and the land not being used for any commercial land use.

13 BUILDING PLAN, INCREASE IN F.A.R., T.D.R., ADDITIONAL BUILT-UP AREA:

- 13.1 The Developer at its cost shall draw the building plans/drawings/designs etc., as per the building bye-laws, rules and regulations for construction of the Residential Complex and submit the same to the Bruhat Bangalore Mahanagara Palike / Bangalore Development Authority / Bangalore Metropolitan Region Development Authority or to any competent authority for sanction/approval. The Developer is empowered to modify, add and/or delete the contents in the sanctioned plan to the extent permissible under law with written intimation to the owner.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

19.03.2014 15655
18.14

- 13.2 It shall be the exclusive responsibility of the Developer to secure no objection certificates and all necessary clearances from the statutory authorities at its cost.
- 13.3 The Developer is entitled to make permissible modifications, additions, deletions etc., in the sanctioned plan either as directed/required by the authorities concerned or due to technical or other exigencies, however, in accordance with the Bye laws of the Bruhat Bangalore Mahanagara Palike / Bangalore Development Authority / Bangalore Metropolitan Region Development Authority or any competent authority and without causing any prejudice to the interest of the Owner. On completion of construction of the Residential Complex, anything constructed in excess over the sanctioned area shall be shared between the Parties in the respective sharing ratios. The Parties shall also pay and discharge proportionately any penalty or other sums demanded by the Bruhat Bangalore Mahanagara Palike / Bangalore Development Authority / Bangalore Metropolitan Region Development Authority / competent authority or other authorities as compounding fee, penalty or other sums in respect of the deviations upto permissible limits.
- 13.4 In the event during the term of this Agreement if there is any increase in the permitted F.A.R in the schedule Property by any amendment in the Building Bye-Laws or any other change in any Applicable Laws and if there is any scope for utilization of additional FAR, it is agreed that the Owner and Developer shall be entitled to a increase in their allotted share of built-up Area as per the sharing ratio under this agreement.
- 14 PAYMENT OF STAMP DUTY & REGISTRATION CHARGES, DEPOSITS TAXES AND FEES:**
- 14.1 The Owner shall bear the following:
- a All taxes and outgoings including Municipal Taxes, and all other charges, rates, cess, taxes that may be levied by any Government authority relating to the Schedule Property till 31.03.2013.
 - b The Owner and/or his transferees or his successors-in-title shall reimburse to the Developer, the proportionate share of the refundable deposits payable to the Bangalore Water Supply and Sewerage Board and the Bangalore Electricity Supply Company Limited towards water and electricity connection for the Owners share in the Residential Complex within forty five (45) days from the date of written request made by the Developer against

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

receipts for the same which shall be furnished by the Developer. In case the Owner and/or his transferees fails to reimburse the amounts to the Developer the Owner and/or his transferees shall pay an interest on this amount payable at the rate of 18% per annum calculated starting forty five (45) days from the date of receipt of notice till the date of payment.

- c The stamp duty and registration charges in respect of the registration of Sale Deeds/Power of Attorney pertaining to sale/transfer of the Owner's Share, shall be borne by the Owner/or his nominee/s as the case may be.
- d The Owner shall be liable to bear and pay the Sales Tax & VAT and any other tax as may be applicable with respect to the Owner's Share.
- e The Owner shall pay the capital gains tax arising out of the Owners Share.

14.2 The Developer shall bear the following:

- a All taxes and outgoings including Municipal Taxes, and all other charges, rates, cess, taxes that may be levied by any Government authority relating to the Schedule Property after 31.03.2013, till completion and intimation to the Owner for delivery of Owner's share.
- b All costs, expenses and fees payable to Governmental Authorities associated with the development of the project, including but not limited to the procuring of (i) building plan approvals and licenses from the Bruhat Bangalore Mahanagara Palike or other Governmental and Local Agencies; (ii) sanctions and licences from the Karnataka State Pollution Control Board, etc and (iii) Occupancy Certificate from the Bruhat Bangalore Mahanagara Palike or other agencies.
- c All costs, expenses and fees payable to the Karnataka Power Transmission Corporation Limited/Bangalore Electricity Supply Company/Bangalore Water Supply and Sewerage Board, towards deposits, developmental charges, line estimate charges, prorate charges, installation and creating of water, sanitary and electrical and other infrastructures like transformers, cable charges with respect to the Residential Complex.
- d All costs, expenses and fees payable on account of and towards Stamp Duty, registration fees and incidental expenses that may be incurred with respect to the preparation and registration of this Agreement, Power of

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

21.5.2015
1384
1565

Attorneys, Sharing Agreement with the parties that may be executed pursuant to or under the Agreement.

- e The stamp duty and registration charges in respect of the registration of Sale Deeds/Power of Attorney pertaining to sale/transfer of the Developer's Share, shall be borne by the Developer/or its nominee/s as the case may be.
- f The Developer shall be liable to bear and pay the sales tax & VAT (as applicable) pro-rata only on the Developer's Share. The Developer can recover the sales tax & VAT from its nominee/s as per the rules.

15 POWER OF ATTORNEY

- 15.1 The Owner shall execute and deliver to the Developer the following authorizations;
- 15.2 On signing of this Development Agreement, the Owner shall execute a General Power of Attorney in favour of the Developer or its nominee/s, and the Parties register the same, empowering the Developer or its nominee or nominees to approach the Village Panchayath, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority, Municipal Authorities, Karnataka Power Transmission Corporation Limited, Bangalore Electricity Supply Company, Bangalore Water Supply and Sewerage Board or such other Competent Authorities to get the required consents, no-objection certificate, licenses, permissions and sanctions, required for performing or executing the performance of all acts as desired by the Developer, for the effective development and completion of the Residential Complex on the Schedule Property.
- 15.3 The Owner shall also empower the Developer under the Power of Attorney to enter into agreement(s) to sell or offering to sell the Developers share of the Residential Complex together with its corresponding undivided share in the Schedule Property to third party purchasers and authorizing the Developer or its nominees to enter into and to execute sale deeds for transferring all right, title, interest and possession with respect to the Developer's share in the Residential Complex together with proportionate and corresponding undivided share in the Schedule Property to third party purchasers subject to fulfilling the conditions set out in clause 15.4.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

~~22. The City and District 1965~~
(2014)

- 15.4 The Parties agree that the Developer has the power to execute and register sale deed with respect to the transfer of the Developer share in the Residential Complex, only after the following conditions have been fulfilled by the Developer.
- a The Developer shall have obtained and delivered to the Owner a certificate from the Architects of the project confirming that the construction of the Residential Complex is complete in all respects and in accordance with (i) the specifications provided in Schedule X herein; (ii) the building plans approved and sanctioned by the Bruhat Bangalore Mahanagara Palike or its corresponding authority;
 - b The Developer shall have intimated in writing readiness and intention to deliver the Owner's share complete in all respects as per the Sharing Agreement to the Owner and an acknowledgement from the Owner that they are in receipt of the intimation.

16 **INDEMNITY**

- 16.1 **Indemnity by the Owner:** The Owner hereby confirm that his title to the Schedule Property is good, marketable and subsisting and that none-else has any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, attachments under any order or decree of any court or taxation authorities or acquisition proceedings or charges of any kind or any tenancy claims as on the date of signing this Agreement. The Owner shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings or third party claims that may arise against the Developer on account of any defect in or want of title on the part of the Owner or on account of any delay caused in rectifying the defect in title at the instance of the Owner. The Developer shall immediately, after coming to know about the defect in title or third party claims or any acts of omission or commission by the Owner, shall make a written claim to the Owner who shall answer and settle or clear such claim/claims, within a reasonable time and prevent any delay in development of the Schedule Property and/or sale by the Developer. Any such claim shall be a charge on the Owner's share and period of delay in resolving the same by the Owners' will be added to the period of completion of the construction. Any such claim or charge on the Owner shall be limited to the Owner's share in the Residential Complex and there shall be no further liability on the Owner.

X
For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

22/10/2018 15:05:18
18.08

- 16.2 **Indemnity by the Developer:** The Owner shall be kept indemnified and harmless by the Developer against any loss, liability, cost or claim, action or proceedings that may arise against its or its share of constructed area by reason of any failure on the part of the Developer to discharge its liabilities/obligations under this Agreement or towards purchasers of row houses/Villas with whom the Developer has entered into agreements based on the Power of Attorney executed by the Owner or on account of any act of commission or omission in using the Schedule Property or putting up the construction or on account of the assignment that the Developer has made or entered with in respect of this agreement for the purpose of development. Further, the Developer shall be fully and solely liable and responsible to the Government, Bruhat Bangalore Mahanagara Palike, Bangalore Development Authority, Bangalore Metropolitan Region Development Authority and other authorities for due compliance of all statutory requirements.

17 OPERATIONAL MATTERS AND DEFECT LIABILITY

- 17.1 The Developer shall be responsible to ensure that the Residential Complex is developed, constructed and delivered in accordance with best prevailing industry practices. The raw materials and products used in the construction of the Residential Complex shall confirm to IS Standards. The Developer, shall at all times during the development, construction and delivery of the Residential Complex and thereafter, be required to maintain proper logs, registers and documentation for all activities performed with respect to the Residential Complex, including but not limited to tests and approvals conducted on the Residential Complex/Project site, certifications, opinions and reports provided by external consultants, details of vendors, suppliers and consultants and such other records as may be required for any later reference.
- 17.2 The Developer shall carry out the construction of the project:
- a As per the specification set forth in Annexure 'A' hereto;
 - b In a proper workmanlike and careful manner, in accordance with the best recognized industry practices; and
 - c With adequate security for the protection of its equipment and machinery and with due attention to the preservation of health and prevention of any work site injury.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

~~1565~~
1565
13/4/20

- d The Developer shall not be responsible for any defect in the Construction after a period of 12 (twelve) months from the date of Completion in respect of any defect in work in the Residential Complex under any circumstances. However, in the event of any defects being informed by the Owner in writing within a period of twelve months from the date of possession of the Owner's Share, the Developer will attend to and rectify the same. However, cracks in plaster being natural phenomenon shall not be considered as defect. Warranty for all other consumables or equipment like generators & lifts, will be provided by the respective manufacturers on their standard terms. The warranty contained herein shall not cover defects, damage, malfunction resulting from (a) misuse (b) modifications or repairs done by the Owner or his successors-in-title, (c) cases of force majeure (d) failure to maintain the amenities/equipments in accordance with the Developer instructions if given in writing (e) accident and neglect.

18 MAINTENANCE CHARGES AND OWNERS ASSOCIATION

- 18.1 It is hereby agreed by the Owner that upon Completion and a letter has been served upon the Owner by the Developer of its intention to deliver the Owner's Share, the Owner shall bear and pay proportionate monthly maintenance expenses for maintenance of common areas and facilities to the Developer or the owners' association. If for any reason, the owners association is not formed by that time, the same shall be paid to the Developer, till the formation of the owners association. The Owner shall on Completion and on receiving an intimation from the Developer, pay all out goings and general expenses in respect of the Owner's Share such as property taxes, BESCOM & BWSSB charges and maintenance charges. It is mutually agreed between the Parties that overall management of the Schedule Property and the building and the amounts received towards common expenses from the Owner's Share shall absolutely vest with the Developer until formation of the owners' association and the Developer shall, immediately on formation of the owners' association, transfer surplus funds to the said owners' association along with all accounts till date of handing over. The revenue and expenses would be reviewed at the end of each financial year and the Parties agree to take appropriate action in the best interest of maintaining the Residential Complex and the common areas in good condition. However there shall be a six (6) month payment holiday of maintenance expenses for any portion of the owners share that has not

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

21

25.12.2015 1569.5
13.14

been sold or rented and for such portions, maintenance expenses shall be liable to be paid only from the seventh (7th) month after handing over the owners share.

- 18.2 The Owner and the Developer and/or the transferees or their nominee/successors-in-title shall, along with the other co-owners of the row houses/villas will become members of the association to be formed by the owners for the purpose of maintenance of the Residential Complex. The Parties hereto shall pay their respective share of maintenance deposits and or charges to the said association on completion of the Residential Complex. However there shall be a six (6) month payment holiday for the maintenance charges charged for any portion of the owners share that has not been sold or rented and for such portions, aforesaid charges shall be payable only from the seventh (7th) month after handing over the Owner's share to the Owner. If, for any reason, the owners association is not formed by that time, the same shall be paid to the Developer till the formation of the owners association. Any amounts in the hand of the Developer at the time of formation of the owners association, will be handed over to the owners association within fifteen (15) days of its formation. The Owner's association will be formed within One (01) Year of the Developer completing the Residential Complex and obtaining Occupancy Certificate.
- 18.3 After Delivery of the Owner's share to the Owner, the Owner shall pay monthly/yearly subscription charges and the maintenance fee as charged by the Management or the Association in respect of the Owner's Share for use of the clubhouse, gymnasium, swimming pool etc., provided by the Developer in the Residential Complex. However there shall be a six (6) month payment holiday of monthly/yearly subscription charges and the maintenance fee charged for any portion of the owners share that has not been sold or rented and for such portions, aforesaid charges and fees shall be payable only from the seventh (7th) month after handing over the Owner's share to the Owner. The Owner and Developer shall be entitled to one membership for each row house/Villa allotted to him/It in the Residential Complex free of cost. Further, it is mutually agreed that the membership shall not be given to any third party other than the owners of the house/villa in the Residential Complex and the Parties shall not be entitled to sell, assign, transfer or sub-let or otherwise part with the membership of the club. The club membership, gymnasium membership

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

26.02.2015 1565 1308

shall always be linked and connected to transfer of row house/Villa in the Residential Complex. On sale of the row house/Villa, the membership to the amenities will be automatically transferred to the prospective purchasers. It is also made clear that the owner of the row house/Villa can give permission to his tenants to use the amenities and facilities with prior written permission of the Developer or the owners' association. The usage of the amenities shall be governed by the rules and regulations framed by the Developer or the Owners' association. The Owner's Association shall be formed within One (01) year of obtaining Occupancy Certificate.

- 18.4 The Developer on execution of the Sharing Agreement, is entitled to obtain financial facilities subject to maximum of Rs. 50,00,00,000/- (Rupees Fifty Crores only) from banks, Financiers, Financial Companies and/or other Financial Institutions if required towards construction of the Residential Complex on the security of development rights of the Developer granted to the Developer under this Agreement and on the Developer's Share to be constructed. Provided, however, there shall be no personal liability on the Owner in regard to any such debts and in the event of any default in repayment of any debt incurred by the Developer, recovery shall be enforced only against the Developer and the Developer's Share. The Owner is not liable to answer any liability created by the Developers any time and further the amounts that will be borrowed by the Developer shall be for the purpose of construction of the said Residential Complex and not for any other purposes. The Owner shall render all necessary co-operation to the Developer including signing of necessary documents as may be required from time to time at the cost of the Developer to enable the Developer to secure such loans for construction. The Developer agrees and undertakes that in the event of the Developer availing loans/Financial assistance for construction, the Owner's Share shall not be part of any charge in favour of the creditors/financial institution and the same shall be kept free from such claims and demands and the Developer shall promptly deliver the Owner's Share free from all encumbrances. The Developer assures and covenants with the Owner that the liability so created by it as aforesaid will be fully answered by it without making the Owner's Share and without making the Owner liable and responsible for the same and in the event of such claims the Developer agrees to indemnify and keep the Owner indemnified from such claims and demands and protect it at all times.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

27th May 2014 15655
13th

19 ASSIGNMENT OF THIS AGREEMENT:

The Developer is entitled to assign all its rights under this Agreement in favour of any of its group firms, companies etc., where the promoters are the same or nominate any of its group firms/companies as its nominee for development of the Schedule Property and the Owner does not have objections for the same. It is clarified that no assignment is permitted to third parties, which are not group firms/companies or affiliates of the Developer.

20 CUSTODY OF AGREEMENT

This Agreement is prepared in duplicate the Original of this Agreement shall be with the Developer and the duplicate copy thereof shall be retained by the Owner.

21 AMENDMENT

This Agreement may not be amended or modified in any way unless made in writing and signed by both Parties.

22 FORCE MAJEURE

22.1 If any party is or will be prevented from performing any of its obligations under this Agreement by Force Majeure, then it shall give notice to the other party of the event or circumstance constituting the Force majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 30 (thirty) days after the party became aware or should have become aware, of the relevant event or circumstance constituting the Force Majeure.

22.2 The Party shall having given notice, shall be excused from the performance of such obligation for as long as such force majeure prevents it from performing them. Each party shall at all times use all reasonable endeavours to minimize any delay in the performance of this agreement as a result of Force Majeure.

22.3 The term Force Majeure means an exceptional event or circumstance:

- a Which is beyond a Party's control
- b War, hostilities, invasion, act of foreign enemies
- c Rebellion, terrorism, revolution, insurrection or civil war

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

28.01.2019 1565
13.04/

- d Riot, commotion, strike or lockout by persons other than the party's personnel and other employees of the Sub-Contractor.
- e Non-availability of cement, sand and other materials required for construction.
- f Natural Catastrophes such as earthquakes, hurricane, typhoon or volcanic activity.

23 ARBITRATION/MEDIATION:

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

23.2 Arbitration/Mediation shall be conducted as follows:

- a All proceedings in any arbitration/mediation shall be conducted in English.
- b The dispute shall be referred to a panel of three arbitrators or one mediator. The Owner and Developer shall appoint one arbitrator each and the third arbitrator shall be appointed by the two arbitrators nominated by the parties. In case of mediation, there shall be one mediator appointed by the parties from the list of official mediators.
- c The arbitration/mediation award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly.
- d The arbitral tribunal/mediator may by unanimous agreement, award to a party that substantially prevails on the merits, its cost and reasonable expenses (including reasonable fees of its counsel).
- e Seat of such arbitration/mediation shall be at Bangalore.

23.3 The Arbitration Proceedings shall be governed by the provisions of The Arbitration and Conciliation Act, 1996.

24 NOTICES:

24.1 Except as otherwise expressly provided therein, all notices and other communications under or in respect of this agreement shall be in writing

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

29
1565
19-04

and shall be transmitted (a) registered post acknowledgement due or (b) by email with confirmation copies to be sent by registered post, to the parties hereto at the addresses of the respective parties as follows:

a **If to the Owner:**

- b Address : Kelachandra House, 80/10, Hulimavu,
Bannerghatta Road, Bangalore - 560076.
- c Attention : Shri. Ashok Abraham Kuriakose.
- d Telephone : Off: 26580383 Mobile: 9854216455.

e **If to the Developer:**

- f Address : **LGCL URBAN HOMES (INDIA) LLP,**
No. 12/1, Rest House Road, Bangalore-560001.
- g Attention : Shri. Girish Puravankara
- h Telephone :
- i Either party may from time to time change its address or representative for receipt of notices or other communications provided for in this agreement by giving to the other not less than 15 days prior written notice.

25 **LANGUAGE:**

- 25.1 All the documents to be furnished or communications to be given or made under this agreement shall be in the English Language.

26 **PERMANENT ACCOUNT NUMBER:**

- 26.1 The permanent Account Number (PAN) of the Owner and Developer are as follows:-
- a Owner : AYFPO549P
- b Developer : AAFL8034B

27 **SEVERABILITY**

- 27.1 If any provision of this Agreement is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

30th July 2014 1565.5
13-14

28 GENDER/PLURAL/SINGULAR

28.1 Any reference made to the parties herein in singular, or plural, or in any gender would mean and include the respective parties hereto, unless otherwise repugnant to any of the terms and conditions contained herein.

29 HEADINGS

29.1 The headings given to the paragraphs/clauses of this agreement are for purposes of convenience only and are not intended to be part of, or be used as meaning, or interpretation of the terms of the agreement.

30 TERM AND TERMINATION

30.1 This Agreement shall come into force and effect from the date of its execution "Effective Date" and shall, unless terminated in accordance with this Agreement, be valid and effective till completion of the full Residential Complex in all respects and obtaining the Occupancy Certificate for the entire Residential Complex and delivering possession of the Owners Share and until the Developer's Share is transferred in entirety to the Developer or its nominees.

30.2 Neither Party shall be entitled to terminate this Agreement save and except as otherwise provided herein.

30.3 In the event of breach by the Owner in complying with his obligations under this Agreement, including in relation to the representations and warranties offered hereunder, the Developer shall, at its option, be entitled to (a) terminate this Agreement and seek appropriate damages or (b) continue the development of the Schedule Property and seek appropriate compensation / damages for such breach. However, this right of termination can be exercised only after giving the Owner a written notice specifying the breach and requesting the Owner to remedy the breach within a reasonable time based on the nature of breach. If the breach complained of is remedied within reasonable time, then the termination shall not take effect. In the event of termination the Owner shall refund the interest free refundable security deposit within thirty (30) working days from the date of termination and the Developer shall remove him men and material from the Schedule property and from the Residential Complex and shall have no right on the Residential Complex or the Schedule property or on the title deed to the Schedule property.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory



21st July 2014 1565
13/11

30.4 In the event of any delay or breach by the Developer in complying with its obligations under this Agreement, the following provisions shall apply:

a In the event the Developer fails to commence construction within the period stipulated above, the Developer shall be in material breach of this Agreement and the Owners at their sole discretion shall be entitled to terminate this Agreement after giving one month notice to rectify the breach. If the Developers fails to commence the construction within one month of completion of the aforesaid notice period, this Agreement shall terminate and in such an event the Developer shall remove all its men and material from the Schedule Property and handover all the plans and documents with respect to the Schedule Property and the Residential Complex to the Owner. The Developer shall forfeit all the right, title and interest including the copyright in the said plan and other documents appurtenant thereto and these shall be the property of the Owners in all respects. The Developer shall be responsible to answer and settle any rights, interests and obligations under the Agreements of Sale or Construction Agreements entered with the prospective purchasers for sale of the Developer's share. The Developer will forfeit 50% of the interest free refundable deposit and the Owner shall refund the balance 50% interest free refundable deposit to the Developer and the Owner shall have no further liability.

b If the Developer commences construction and in the event of delay in completing the Residential Complex exceeding the period set out in clause 9.2 except for if the delay is caused for reasons set out in clause 9.3, the Owner at his sole discretion will be entitled to extend the time for completion or seek from the Developer the report on the works completed and the works to be completed. The parties shall appoint architect of the project or any other consultant/architect/agency, mutually decided upon, to evaluate and determine the percentage of completion of the construction of the Residential Complex by the Developer. If the percentage of completion of the construction of the Residential Complex done by the Developer is 75% or more as on the due date of completion of the project and in the event the Developer is unable to complete the Residential Complex then the Owner shall be entitled to continue the pending construction work and complete the Residential Complex in

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

32. ON 15/11/13, 1565 13/11/13
13/11/13

all respects and fit for human habitation by appointing the architect of the project and also ascertain the estimated sum required for completion of the Residential Complex. Upon ascertaining the estimate of the said sum required for completion of the Residential Complex the Owner shall be entitled to recover the said from the Developer and complete the Residential Complex in terms of this Agreement. The Owner for the purposes of completing the Residential Complex may engage/employ any contractor/s of his choice. On completing the Residential Complex the Developer shall be entitled to its share subject to payment of all the monies due and payable under this clause to the Owner. Further the Developer will forfeit the entire interest free security deposit under this Agreement.

- c It is mutually agreed between the parties that if, as on the due date of completion of the project in terms of this Agreement and the Developer has achieved less than 75% of the works in the Residential Complex, then the Owner shall be entitled to terminate this Agreement by issuing notice of three months and upon termination the Owner will either complete the project on his own or will entrust the project to another developer/s to complete the Residential Complex. The Owner shall be responsible to pay to the Developer the cost of construction as may be certified by the architect in terms of clause 30.4(b) less the (1) cost of liquidated damages that would be calculated in terms of clause 30.4(b) above (2) the repayment of mortgage amount plus interest thereon, availed by the Developer, if any, for the completion of the Project, within ninety (90) days from the date of termination the value of the construction as stated in Clause 30.4(b). Further the Developer will forfeit 50% of the interest free security deposit amount and the Owner will refund the balance amount of the interest free security deposit to the Developer. On payment of the above cost of construction by the Owner to the Developer, less the damages and charges set out in Clause 30.4(b), all liabilities on account of the Developer accepting any amount towards the Developers share or other dues to its suppliers or contractors shall be settled by the Developer and the Owners shall stand indemnified against any such claims.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

33rd day of March 2015
13/14

- d On termination of this Agreement as per clause 30.4 above, the Developer shall remove him men and material from the Schedule property and from the Residential Complex and shall have no right on the Residential complex or Schedule Property or on the title deed to the Schedule property other than to receive the cost of construction as per clause 30.4(c) above and handover the Original sanctioned plan to the Owner without any cost to the Owner. Whole of the right, title and interest including the copyright in the said sanctioned plans and other documents appurtenant thereto will be the property of the Owners in all respects.
- e On termination of this Agreement as per clause 30.4 above, the Developer shall be responsible to answer and settle any rights, interests and obligations under the Agreements of Sale or Construction Agreements entered with the prospective purchasers for sale of the Developer's share. The Developer shall assign to the Owner all the rights, interests and obligations under the Agreements of Sale and Construction Agreements entered with the prospective purchasers for sale of the Developer's Share of Units, the Owner may at his discretion accept this assignment after taking into account the monies received from each purchaser/s and the same shall be reduced from the cost of construction repayable as per Clause 30.4(c) above. The Developer shall also transfer to the Owner, the land purchased in Sy. No. 22 in order to get a better approach to the Schedule Property at Price. Thereafter the Owner shall be personally liable to fulfill the terms and conditions of the Agreements of Sale or Construction Agreements entered with the prospective purchasers agreements by the Developer.

31 ACQUISITION:

- 31.1 The Parties shall inform the other of any notice of acquisition or requisition as soon as it is received and shall together resist this by all available legal means.
- 31.2 If the entire Schedule Property is acquired under any Law by the Government or other Authority under the law, before Completion then this Agreement shall stand terminated.
- 31.3 Compensation payable for the land in Schedule Property shall be taken by the Owner in its entirety and the compensation payable for construction

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

30th July 2014 1565.5
13.14

and development made and incurred thereon by the Developer shall be taken by the Developer in its entirety. Further, the Owner shall refund all the monies received from the Developer including the Refundable Security Deposit after receipt of the compensation from the Government or such other authorities or authorize the Developer to receive the said sum from the authorities and any shortfall shall be paid by the Owner.

- 31.4 In the event of acquisition after completion of the Residential Complex, the compensation shall be divided between the Owner and the Developer in proportion to its undivided share of land in the Schedule Property and the super built-up area/s in their respective sharing ratios. If portion/s of the Schedule Property is/are acquired, the above principle applies in respect of such portion/s.

32 JURISDICTION:

- 32.1 Any action, suit, or other legal proceedings, which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be subject to the sole jurisdiction of the courts at Bangalore.

33 NAME OF THE PROJECT:

- 33.1 The name of the project to be developed on the Schedule Property shall be decided by the Developer.

34 CUSTODY OF THE ORIGINAL TITLE DEEDS:

- 34.1 The Owner will deposit their original documents of title pertaining to the Schedule Property in Trust / Escrow with the Developer's Advocate, Mr. Jayanth M. Pattanshetti, having office at No. 102, Ground Floor, "Rams Infantry Manor, 70, Infantry Road, Bangalore - 560 001, who shall hold the original documents in his custody in escrow till the completion of the Residential Complex.
- 34.2 The Owner and Developer will be entitled access to the said original documents, take the inspection thereof and make extracts there from by contacting the said Advocate as required from time to time and such access should be made available to the Owner and Developer by themselves, their agents, employees, advocates, or authorized representatives by giving prior notice of not less than 24 (twenty four) hours and inspection to be done during working hours on a working day.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

34.01.2012, 1565.005
1384

- 34.3 The Developer will not have any lien whatsoever on the said documents or the Schedule Property. On completion and formation of the owners Association/Society formed by the owners of the row houses/villas in the Residential Complex, the Developer shall collect all the original documents that are kept under Trust / Escrow and hand over the original documents to the above said owners' association.

35 ADDITIONAL WORK:

- 35.1 Any additional items of work (that is required or requested by the Owner over and above the specifications attached herewith in Annexure) that the Developer, at its discretion agrees to execute on behalf of the Owner on the Owner's share, shall be put out in writing by both the parties on separate and mutually agreed terms/and/or rates and signed by both parties. If the Developer undertakes to execute such additional work, then the time taken for undertaking such additional work by the Developer for the Owner shall be added to the time stipulated for completion of construction of the Owner's Share stipulated in the scheme.
- 35.2 The Owner shall at its discretion be at liberty to get any additional items of work done by his own agency on the Owner's share of the Residential Complex before or after possession is handed over to him by the Developer.

36 GENERAL PROVISIONS:

- 36.1 This Agreement supersedes all oral and written agreements of the Parties herein.

37 PUBLIC NOTICE:

- 37.1 The Developer has taken out a Public Notice expressing its intention to enter into Joint Development Agreement with the Owner on 27-12-2012 at Page No. 8 of The Times of India, Bangalore Edition and the Developer hereby affirms that no adverse or other response has been received till date in reply/response to the public notice. .

38 ADVERTISEMENT:

- 38.1 The Developer shall be entitled to erect boards in the Schedule Property or to advertise in newspapers or any other media for marketing the row house/Villas.

For LGCL URBAN HOMES (INDIA) LLP,

Authorized Signatory

36: 1565
1314

39 MISCELLANEOUS MATTERS:

- 39.1 The Owner at his cost shall from time to time obtain clearances, wherever applicable, under the statutes, if any and other permissions, as required under any law for sale/lease/transfer within thirty days or any extended time as may be mutually agreed to between the parties in writing from the date of request by the Developer in order to sell/lease/transfer the Developer's Share of undivided share in the land either in favour of the Developer and/or in favour of its assignee/s and/or nominee/s subject to completing the Residential Complex in all respects and obtaining the occupation certificate for the entire Residential Complex and delivering possession of the Owners Share.
- 39.2 In the event of passing of any new legislation with retrospective effect affecting the Capital gains tax payable by the land Owner on his share of the Schedule property, the same will be complied with in accordance to Law.

SCHEDULE

ALL THAT PIECE AND PARCEL of residential properties bearing (1) survey No. 11, measuring 1 acre 21 guntas, (2) survey No. 12, measuring 5 acres 16 guntas and (3) survey No. 13/1, measuring 35 guntas, measuring in total 7 acres 32 guntas, situated at Choodasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore District, converted for non-agricultural/ residential use vide official memorandum No. ALN(ASH) 156/2012-13 dated 19-01-2013, issued by the Deputy Commissioner, Bangalore District, Bangalore, morefully demarked in yellow color in the annexed sketch ABCDEFGHIJKLM, with all rights, appurtenances whatsoever and bounded on the:

- East by : Land bearing survey Nos. 9, 10 and 13/2,
- West by : Land bearing survey Nos. 25, 22, 20, road, and remaining portion of survey No. 12,
- North by : Land bearing survey Nos. 4, 9 and 10,
- South by : Remaining portion of survey No. 12 and land bearing survey Nos. 17, 18 and 22.

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

31st July 2015

IN WITNESS WHEREOF the Parties have signed and executed this Agreement on the day, month and year first above mentioned in the presence of the following witnesses:

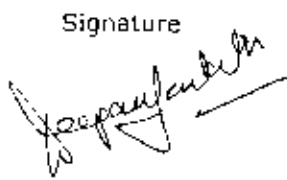
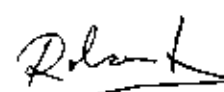
OWNER

Name	Address	Signature
Ashok Abraham Kuriakose	Kelachandra House, 80/10, Hulimavu, Bannerghatta Road, Bangalore - 560076	

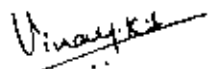
DEVELOPER

Name	Address	Signature
LGCL URBAN HOMES (INDIA) LLP	No. 12/1, Rest House Road, Bangalore 560 001	

Witness:

Name	Address	Signature
DEEPAK VENKATESH	14, 3 rd Cross, Rohini Road, Shanthinagar, B'lore - 22	
ROHAN KURIAKOSE	80/10, KELACHANDRA HOUSE HULIMAVU, BANNERGHATTA ROAD, BANGALORE - 560076	

Drafted by:



Jayanthi Pattanshetti Associates
Associates
102, Ground Floor,
"RAMS INFANTRY MANOR", No. 70,
Infantry Road, Bangalore - 560 001.

32nd Oct 2019 1965.120
1344

Annexure A:

SPECIFICATIONS AND AMENITIES OF THE RESIDENTIAL COMPLEX:

LGCL NEW LIFE SPECIFICATION

Sl. No.	Item	Specification/Finishes
Structural Specification		
RCC framed structure with concrete block masonry and plaster		
A	Flooring	
1	Living & Dining	Marble
2	Kitchen	Vitrified tiles
3	Master Bed Room	Wooden flooring
4	Bed Rooms & Family room	Vitrified tiles
5	Balcony /Terrace	Anti-skid Ceramic Tiles
6	Toilets (Flooring)	Anti-skid Ceramic Tiles
7	Toilets (Dado)	Ceramic Tiles
8	Utility	Ceramic Tiles
B	Wall Finish	
1	Exterior of building	As per Architect's design
2	Internal walls	Smooth neeru finish with acrylic emulsion paint
3	Ceiling	OBD
C	Doors, Windows & Ventilators	

For LGCL URBAN HOMES (INDIA) LLP

Authorised Signatory

29th July 2024 No. 1565/2024
13th

Sl. No.	Item	Specification / Finishes
1.	Entrance Door	Teakwood frame with TW Paneled door/OST, melamine polish. Premium quality door handle, premium quality lock, tower bolts and doorstopper.
2.	Bed Rooms	Hardwood frame with HDF Flush Door painted. Premium quality lock, tower bolt and doorstopper.
3.	Windows	Aluminium Anodized frames, two-track with 4-6 mm plain glass.
4.	Venilators	Aluminium Anodized frames with 4-6 mm frosted glass
D	Railing	
1.	Balcony railing	Metal railing as per architect's design
2.	Staircase railing	Metal railing as per architect's design
E	Amenities in Kitchen	
1.	20 mm polished granite slab with double bowl single drain-board stainless steel sink of premium brand and ceramic tile dado upto 2 feet above counter	
2.	Aqua Guard Point	
3.	Hot & Cold Water Provision for Kitchen Sink	
4.	Electric Chimney, Hob, Grinder, Fridge & Microwave points	
F	Amenities in Utility Areas	
1.	6 A Electrical Points	
2.	Water Tap	
G	Amenities in Toilet	
1.	All toilets	Premium quality CP fittings, sanitary ware & under counter wash basin with hot & cold water
H	Electrical	
1.	Adequate light and fan points with 6/16A Switches/Sockets - Modular Switches	
2.	AC point in all the bedrooms, living/dining and Family room	

For LGCL URBAN HOMES (INDIA) LLP

Authorized Signatory

1565.5
13.09.1

28/2

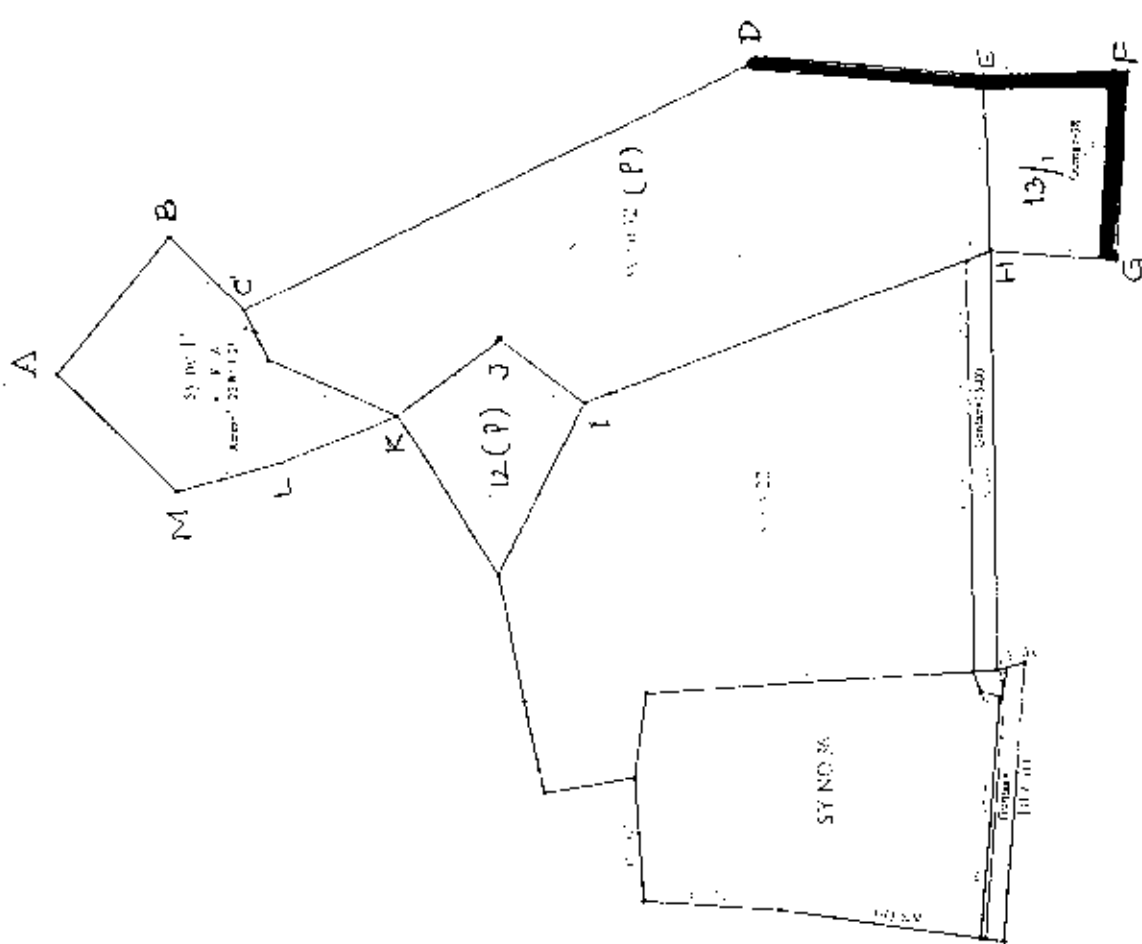
Sl. No.	Item	Specification/Finishes
3	TV and Telephone points in all bedrooms and living room	
4	Provision for one internet point	
5	BESCOM Power supply per Villa	5 kW
I	Infrastructure Amenities	
1	Inter locking paver driveway	
2	Children play area	
3	Multi purpose club house with Gymnasium, TT/Billiards, Multipurpose hall, Steam	
4	Swimming Pool	
5	STP & WTP	

For LGCL URBAN HOMES (INDIA) LTD

Authorized Signatory



SKETCH ANNEXED TO THE ~~CHARTER OF INCORPORATION~~ DT-24-05-2012
JOINT DEVELOPMENT AGREEMENT



491
 1965
 13/11
 28/11

For LGCL URBAN HOMES (INDIA) LLP

[Signature]
 Authorized Signatory

[Signature]