

Regent

BK/ 2219

19-20

ಈ ದಸ್ತಾವೇಜು 2219 ಪುಟಗಳನ್ನು ಹೊಂದಿರುತ್ತದೆ

ಒಂದನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2219

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Lease cum Sale Agreement

"ORIGINAL"

This Agreement made at Bengaluru the 14th Day of June Two Thousand Nineteen between the Karnataka Industrial Areas Development Board, having its Head Office at No.49, 4th Floor, East Wing, Khanija Bhavan, Race Course Road, Bengaluru-560001 its PAN NO:AAATK1305J represented by Smt.N.Thangamani, Assistant Secretary the duly authorized person hereinafter called the 'Lessor' (which term shall wherever the context so permits, mean and include its successors in interest) of the one part and M/s.Apex Realty Ventures having its office at No.2011, Embassy Habitat, Palace Cross Road, Vasanthnagar, Bengaluru-560052 (PAN No.ABJFA8743Q), represented by Shri.Venkata Narayana Konanki, Managing Partner the duly authorized persons hereinafter called the 'Lessee' (which term shall wherever the context so permits, mean and include his/her/its heirs, executors, administrators, assignee and legal representatives) of the other part.

RECITALS

Whereas the Lessee has applied to the Lessor for allotment of land for setting up of a Housing Project ("Project"), and in pursuance thereof, the Lessor has issued Allotment Letter No.KIADB/HO/Allot/Secy-1/21691/17111/2017-18 dtd.05-02-2018 and Possession Certificate No.IADB/AE/21691/78/2019-20 dtd.30-04-2019.

NOW THIS LEASE WITNESSETH AS FOLLOWS

I. DESCRIPTION OF LAND

1. In consideration of the sum of Rs.25,62,58,031/- (Rupees Twetny five crores sixty two lakhs fifty eight thousand and thirty one only) paid by Lessee to the Lessor as premium and of the rent hereby reserved and of covenants and conditions on the part of Lessee hereinafter contained

For APEX REALTY VENTURES

Authorised Signatory

N. Thangamani
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

2ನೇ ಪ್ರಕಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2219
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ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Apex Realty Ventures rep by Shri. Venkata Narayana Konanki - Managing Partner, presented by his Authorised Signatory Mr. Manoj Krishna JV , ಇವರು 12818500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	12818500.00	DD No 451799 Rs. 12818500/- dated 31/Jul/2019 drawn on KOTAK MAHINDRA BANK LIMITED, BANGALORE -LAVELLE ROAD.
ಒಟ್ಟು : 12818500		

ಸ್ಥಳ : ಗಾಂಧಿನಗರ
ದಿನಾಂಕ : 31/07/2019

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9

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ಉಪ ಸೋಂಪುಬಾಧಿಕಾರಿಗಳು

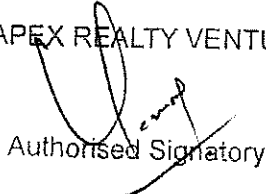
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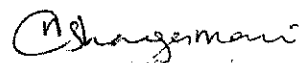
the Lessor doth hereby demise unto the Lessee all that piece of land known as **Plot No.R-6-Part-1** of **Hardware Sector** at Hitech, Defence & Aerospace Park, Bengaluru, comprised in Sy.No.Parts of **429 & 462** within the village limits of Bagalur Village, Jala Hobli, Bengaluru North Yelehanka Taluk, Bengaluru Urban District, containing by admeasurement **40470.00 Sqr.mtrs** or thereabouts and more particularly described in the First Schedule hereunder written and delineated on the plan annexed hereto and surrounded by a red coloured boundary line together with the building and erections now or at any time hereinafter standing and being thereon and together with all rights, easements and appurtenances thereto belonging except and reserving unto the Lessor all mines and minerals in and under the said land or any part thereof to hold the land and premises herein before expressed to be hereby demised (hereinafter referred to as "the Schedule Property") unto the Lessee on lease for a term of Ten years computed from the date of this Agreement on the terms and conditions hereinafter provided:

2. Provided the lease gets automatically cancelled, if not extended by the Lessor as per Clause 7 in case the land is not utilized within a period of six years from the date of lease cum sale agreement for housing projects with an investment of Rs.250 crores and within eight years from the date of lease cum sale agreement for housing projects with more than Rs.250 crores investment

During the subsistence of the lease period, the Lessee shall pay to the Lessor yearly rent of **Rs.10,000/- (Rupees Fifteen thousand only)** and maintenance charges of **Rs.1,00,000/- (Rupees One lakh only)** from **30th** day of **April** month each and every year from the date of possession.

For APEX REALTY VENTURES


Authorized Signatory


Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001



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ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2219
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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 2219

ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು

ಗಾಂಧಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-07-2019 ರಂದು 03:10:25 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	2564000.00
2	ಸ್ಟ್ಯಾಂಪಿಂಗ್ ಫೀ	1120.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	200.00
4	ನೆಕ್ಸ್ಟ್ ಫೈಲಿಂಗ್ ಶುಲ್ಕ	200.00
	ಒಟ್ಟು :	2565520.00

ಶ್ರೀ M/s Apex Realty Ventures rep by Shri. Venkata Narayana Konanki - Managing Partner, presented by his Authorised Signatory Mr. Manoj Krishna JV ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Apex Realty Ventures rep by Shri. Venkata Narayana Konanki - Managing Partner, presented by his Authorised Signatory Mr. Manoj Krishna JV			

ಮುಖ್ಯಸ್ಥರ

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	M/s Apex Realty Ventures rep by Shri. Venkata Narayana Konanki - Managing Partner, presented by his Authorised Signatory Mr. Manoj Krishna JV . (ಬರೆಸಿಕೊಂಡವರು)			

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9

ರಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕೆಲಂ 88(I) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ Asst. Secretary, Karnataka Industrial Areas Development Board, Khanija Bhavan, Bangalore (As per the Letter No. KIADB/HO/ Allot/21691/3322/ 2019-20, dt 14-06-2019). ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವುದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9

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ಈ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2219
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Provided always that in case the Lessee fails to pay the said rent on or before the date stipulated, the Lessee shall pay to the Lessor simple interest at 10.95% per annum or such other rates as may be fixed by the Lessor from time to time on the rent due.

II. COVENANTS BY THE LESSEE

1. TO PAY RATES AND TAXES

The Lessee shall be liable to pay to the respective jurisdictional local authorities all existing and future taxes, rates, assessments and outgoings of every description in respect of the Schedule Property from the date on which possession of the Schedule Property is handed over to the Lessee.

2. TO PAY GOODS & SERVICE TAX

The Lessee shall be liable to pay Goods & Service tax as applicable from time to time.

3. NOT TO EXCAVATE

a) The Lessee shall neither make any excavation in or upon any part of the Schedule Property nor it shall remove any stone, sand, gravel, clay or earth there from except for the purposes of either forming foundations of building or executing any civil construction work or related activities in pursuance of this Agreement.

b) Lessee shall not disturb/close the valley/drain, if any, running across the Schedule property till such time a suitable alternative for the drainage with the prior approval of the Lessor is devised and implemented. The decision of the Lessor in this behalf shall be final and binding on the Lessee.

For APEX REALTY VENTURES

Authorised Signatory

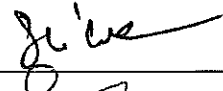
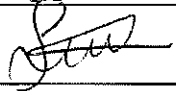
Shangman
Assistant Secretary

Karnataka Industrial Areas Development Corp.
Bengaluru - 560 001

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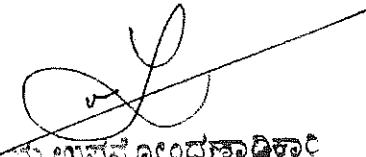
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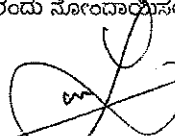
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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Shivaraju No. 22, S V G Nagar, Bangalore	
2	Suresh No. 16, K.S. Town, Bangalore	


ಸಿಬ್ಬಿ ರಜಿಸ್ಟ್ರಾರ್
ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬೆಂಗಳೂರು, ಕೆ.ಆರ್.ನಗರ-9

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ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬೆಂಗಳೂರು, ಕೆ.ಆರ್.ನಗರ-9

 1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ನಂಬರ GAN-1-02219-2019-20 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ GAND491 ನೇ ದ್ವರಲ್ಲಿ ದಿನಾಂಕ 31-07-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  ಉಪ ನೋಂದಣಾಧಿಕಾರಿ (ಗಾಂಧಿನಗರ) ಗಾಂಧಿನಗರ, ಬೆಂಗಳೂರು-9	 ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು, ಕೆ.ಆರ್.ನಗರ-9
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4. TO OBTAIN APPROVALS

The lessee shall use the Schedule Property only for the purpose of construction of Affordable Housing Project with unit sizes as prescribed under PMAY guidelines after obtaining plan sanctions/ approval from the Lessor, without creating any nuisance, annoyance and disturbance to the owners, occupiers or residents of other premises in the vicinity and the Lessee shall observe and conform to all statutory clearances from Karnataka State Pollution Control Board and other statutory competent authorities before commencement of the project.

It shall be mandatory for the Lessee to obtain clearance for the project from Karnataka State Pollution Control Board and Environmental Clearance as applicable and other statutory clearances from competent authorities before commencement of the project.

The Lessee shall establish their own Solid Waste Management and Sewage Treatment Plant as per the KSPCB norms.

5. TO BUILD AS PER AGREEMENT

The Lessee shall not construct any building or erect any structure on any portion of the Schedule Property without getting the building plans duly approved by the Lessor in accordance with the prevailing building regulations of BDA.

The Lessee shall follow the FAR/Zonal Regulations ground coverage etc applicable as per the BDA building regulations/bye laws/norms amended from time to time and the second schedule prescribed in this agreement is valid only up to further amendment by Bangalore Development Authority.

For APEX REALTY VENTURES

Authorised Signatory

Changamani
Assistant Secretary
Karnataka Industrial Areas Development Board
Bangalore - 560 001

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The Lessee shall submit the comprehensive plans for land utilization, buildings, sheds, etc., in triplicate to the Lessor for prior approval within six months from the date of this agreement or such extended time as may be allowed by the Lessor.

The Lessee shall obtain approval for development plan from the Lessor as per building regulations/bye law of BDA.

The Lessee shall obtain prior clearance for the Height of the buildings to be constructed from the Airport Authority of India.

6.TIME LIMIT FOR COMMENCEMENT AND COMPLETION OF CONSTRUCTION WORK.

- i) The Lessee shall commence civil construction works within nine months from the date of lease cum sale agreement for Housing Projects upto investment of Rs.250 crores and within 15 months for Housing Projects more than investment of Rs.250 crores and complete the project as mentioned below:
 - a) The Lessee shall complete the Project within a period of six years from the date of lease cum sale agreement, in case of Housing Projects upto the investment of Rs.250 crores and
 - b) The Lessee shall complete the project within a period of eight years from the date of lease cum sale agreement, in case of Housing Projects with investment more than Rs.250 crores
 - c) The Lessee to obtain extensions of time with penal clause, if there are valid reasons through respective investment approval committees.

For APREX REALTY VENTURES

Authorised Signatory

A. Shargamanni
Assistant Secretary
Kannada Industrial Areas Development Board
Bengaluru - 560 001

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After obtaining licence from the Chief Inspector of Factories and Boilers in Karnataka and /or from any other Authority as required under law.

- ii) After construction of buildings, the Lessee shall not make any major modifications/alterations/additions to the existing buildings/structures except with the prior approval of the Lessor in writing.
- iii) The Lessee shall maintain the Schedule Property and the buildings erected thereon in good repairs and conditions to the satisfaction of the Lessor.
- iv) The Lessee, in respect of the Schedule Property, shall observe and conform to the rules, regulations and byelaws of the local Authority concerned or any other statutory regulations in force relating to public health and sanitation.

7. EXTENSION OF TIME

- i. The Lessee shall seek extension of time in writing by giving valid reasons to the concerned investment approving committees viz. DLSWCC/SLSWCC/SHLCC through Lessor and the investment approval committees may at its discretion extend the time for completion of civil construction works and the project for a further period of :
 - a) One year subject to the Lessee paying penalty of 2% of allotment cost.
 - b) Subsequent extension of another one year subject to the Lessee paying penalty of 5% of allotment cost.
- ii. No further extension beyond two years will be allowed.
- iii. The Lessor shall levy penalty as per the existing regulations for further extensions for the portion of un-utilized land allotted for the Project. Minimum 33% of the Project to be implemented within half duration of the time stipulated for the Project (within a period of three years from

For APEX REALTY VENTURES

Authorised Signatory

Shangamani
Assistant Secretary
Karnataka Industrial Areas Development Corp.
Bengaluru - 560 001

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the date of execution of lease cum sale agreement for the housing projects with an investment upto Rs.250 crores and within four years from the date of lease cum sale agreement for the housing projects with investment more than Rs.250 crores)

8.LAND UTILIZATION

The Lessee shall utilize not less than 50% of the schedule property and in accordance with the floor area ratio and proposals furnished by the Lessee to the Lessor in the Application for allotment of land and project report submitted to SHLCC/SLSWCC/DLSWCC/Allotment Committee.

9.FLOOR AREA RATIO

The Lessee shall follow the FAR/Zonal Regulations, ground coverage etc applicable as per the BDA building regulations/bye laws/norms amended from time to time and the second schedule prescribed in this agreement is valid only up to further amendment by Bangalore Development Authority.

10. TO BUILD ACCORDING TO RULES

Both in the construction of any such building or erection and at all times during the continuance of their demise to observe and to conform to the said Building Regulations and to all by-laws, rules and regulations of the BDA and any other statutory regulations as may be in force for the time being relating in any way to the Schedule Property and any building thereon.

11. SANITATION

To observe and to conform to all rules, regulations and by-laws of the local authority concerned or any other statutory regulations in any way relating to public health and sanitation in force for the time being and to provide

For APEX REALTY VENTURES

Authorized Signatory

Assistant Secretary
Karnataka Industrial Areas Development Corp.
Bengaluru - 560 001

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sufficient latrine accommodation and other sanitary arrangements for the labourers, workmen and other staff employed and residents on the Schedule Property in order to keep the Schedule Property and surroundings, clean and in good condition to the satisfaction of the Chief Engineer & Chief Development Officer and shall not without the previous consent in writing of the Chief Engineer & Chief Development Officer permit any labourers or workmen to reside upon the demised premises and in the event of such consent being given shall comply strictly with the terms thereof.

12. ALTERATIONS

No alterations or additions shall at any time be made to the façade or elevation of any building or erection erected and standing on the Schedule Property or architectural features thereof except with the previous approval in writing of the Chief Engineer & Chief Development Officer.

13. TO REPAIR

The Lessee shall maintain the Schedule Property and the buildings erected thereon in good repairs and conditions to the satisfaction of the Lessor.

14. TO ENTER AND INSPECT

To permit the Lessor or the Chief Executive Officer & Executive Member or the Chief Engineer & Chief Development Officer and other Officers, Surveyors, workmen or others employed by them to inspect the Schedule Property from time to time at all reasonable times of the day.

15. NUISANCE

Not to do or permit anything to be done on the Schedule Property which may be a nuisance, annoyance, disturbance to the owners, occupiers or residents of other premises in the vicinity.

For APEX REALTY VENTURES

Authorised Signatory

Ashangamani
Assistant Secretary
Kannur Industrial Areas Development Co.,
Bengaluru - 560 001

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16. USER

The Lessee shall use the Schedule Property only for the purpose of construction of Affordable Housing Project with unit sizes as prescribed under Pradhan Mantri Awas Yojana(PMAY) guidelines to the extent of 80% and the Lessee has the option to use balance 20% for non PMAY out of the total built flats and not to build independent houses/villas in the allotted area and to allow upto 10% of the area for development of social infrastructure for the residents which should be within the permissible land utilization for construction purposes after obtaining prior approval of the Lessor.

The Lessee shall give preference to the Companies/Employees of the Hitech, Defence & Aerospace Park, Bengaluru for sale of constructed flats/apartments in the Affordable Housing Project.

17. INSURANCE

To keep the building already erected or which may hereinafter be erected on the said land excluding foundations and plinth insured in the name of the Lessee against loss or damage by fire in a sum equivalent to the cost of the building (excluding foundation and plinths) with well-established insurance company and on demand to produce to the Chief Executive Officer & Executive Member the policy of such insurance and the current year's receipt for the premium. Whenever during the said term the said building or any part thereof respectively shall be destroyed or damaged whether by fire or hurricane or otherwise the Lessee will reinstate and repair the same and will nevertheless continue to pay the rent hereby reserved as if no such destruction or damages by fire, hurricane or otherwise had happened.

For APEX REALTY VENTURES

Authorised Signatory

Ashwagamani
Assistant Secretary
Kamataka Industrial Areas Development Board
Bengaluru - 560 001

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18. MORTGAGE OF LEASE HOLD RIGHTS.

The Lessee may mortgage the lease hold right/s in the Schedule Property after obtaining consent in writing from the Lessor to secure loans for development of the Project from reputed financial institutions and Banks. The Lessee may allow such financial institutions and banks to enter into an agreement with prospective apartment buyers post plan approval & RERA registration as part of RERA compliance. The Lessee may in turn issue No Objection Certificate to the prospective apartment buyers to avail housing loans/financial assistance from Banks/Financial Institutions. The Lessor KIADB shall hold first charge on the schedule property and second charge shall lie with the Banks and financial institutions who have financed loan for the plot/plots for which KIADB has issued No Objection Certificate. The Lessor shall consider permission to offer the lease-hold rights of the Schedule Property as collateral security to financial institutions for raising loan for any other project other than the Project being developed pursuant to this agreement, in cases where the Project is fully implemented and the Schedule Property is utilized as per terms of this agreement subject to the loan availed having been duly cleared for the project and after obtaining No Objection Certificate from the relevant banks and financial institutions. The decision of the Lessor in this regard is final and binding.

19. SALE OF UNITS

The Lessee may enter into an Agreement to sell units in the Project post plan approval and RERA registration as part of RERA compliance. The Lessee shall be entitled to allow financial institutions and banks to enter into an Agreement with prospective Apartment buyers for availing Housing Loans. The Lessor shall give the Lessee a no objection in writing for the same.

For APEX REALTY VENTURES

Authorised Signatory

Shangamani
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

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20. CHANGE IN CONSTITUTION

The Lessee to whom the land is leased should hold interest of not less than 51% till the end of the lease period and the following cases will be treated as change in constitution of companies and no transfer charges and difference in the land cost will be levied.

- (i) Where an individual or proprietor forms a partnership firm by admitting one or more partners and the original individual or proprietor holds more than 51% interest in the capital of the newly formed partnership firm.
- (ii) Where the transfer of plot is from wife to husband, parents to children, brother to brother, sister to sister or vice-versa.
- (iii) When along with the members of the family mentioned at (ii) above, the allottee takes an outsider or outsiders, who do not hold more than 49% shares in the capital of partnership firm.
- (iv) Where a proprietary or partnership firm wants to convert the firm into a private limited company or limited liability partnership and the proprietor or partners of the partnership firm holds 51% of the capital in the new company or limited liability partnership (a certificate from a Chartered Accountant should be obtained to ascertain this.)
- (v) Conversion of private limited company into public limited company due to the turnover, as per the provisions of Companies Act.
- (vi) Where the transfer is from one Limited/Private Limited company to another Limited/ Private Limited Company which have common share-holders having 51% of the paid up capital of each company.
- (vii) Where transfer is due to operation of law e.g. by amalgamation of two or more companies under the High Court Order etc.

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Authorised Signatory

Shyamamani
Assistant Secretary
Karnataka Industrial Areas Development Co.
Bangalore - 560 001

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In the event of the Lessee reducing its interest/shareholdings either in the Lessee's firm/company/limited liability partnership or in the newly constituted firm/company/ limited liability partnership below 51% of the total shareholdings of the company, the Lessee shall pay to the Lessor a penalty or revised cost of land as decided by the Lessor from time to time in this regard, provided that, such relaxation shall be permissible if the Lessee has substantially implemented the Project.

21. TRANSFER OF LEASE HOLD RIGHTS

The Lessor may with the prior approval of the concerned investment approval committee (DLSWCC/SLSWCC/SHLCC) permit the Lessee for transfer of leasehold rights in favour of new entrepreneurs during the currency of the lease period subject to the condition that the Lessee has implemented the Project as per the terms & conditions stipulated in this Agreement. Facility of transfer of lease hold rights is applicable only if the implementation of the Project has been completed.

In such a case, the Lessee & the Lessor shall share the difference in land cost between the prevailing allotment rate and the allotted rate in the ratio of 75% & 25% respectively along with 10% of allotted price as transfer charges.

22. PROCEEDINGS BY BANKS AND FINANCIAL INSTITUTIONS FOR RECOVERY OF DUES.

Whenever the Lessee defaults in payment to financial institutions and such financial institution/s, proceed against the Lessee for recovery of its dues, the Lessor reserves the right to determine the lease in accordance with Sec.34 (B) of the KIAD Act, 1966, after giving notice. Without prejudice to the powers of the Lessor-Board, as mentioned above, the Lessor may permit transfer of lease-hold rights in favour of the auction purchaser recommended by the

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@Shangmani
Assistant Secretary
Kumar's Industrial Asset Development Bldg
Bengaluru - 560 001



financial institution/s, on payment of an amount as detailed below to the Lessor towards the cost of land through the financial institution/s, The financial institution/s shall be liable to pay the amount mentioned below for the Lessor-Board to consider such transfer of leasehold rights. In case of units taken over under Sec.29 of SFCs Act by any banks/financial institutions due to non-payment of loan, the Lessor may permit transfer of lease-hold rights in favour of the auction purchaser recommended by the banks/financial institutions, on payment of an amount equivalent to the difference between the actual price and the amount already paid by the Lessee herein, to the Lessor towards the cost of land through the banks/financial institutions and they shall be liable to pay the amount mentioned above to the Lessor-Board to consider such transfer of lease hold rights.

If the allotment rate is revised in the Industrial Area	If the allotment rate and the current rate are same in the Industrial Area
a) 25% of the difference between the allotted price and the current price, if the cost of the land is less than 20% of the investment made on the Project [excluding land cost] which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants. b) 75% of the difference between the allotted price and the current rate if the cost of the land is more than 20% of the investment made on the Project	a) The new entrepreneur shall pay a penalty of 20% of the total cost paid for the land, provided that, the Project is implemented substantially i.e. Lessee should invest more than 50% of the total Project cost approved by the concerned Investment Approval Committee, which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants. Also the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transferring charges. b) The new entrepreneur shall pay a penalty of 30% of the total cost paid for the land,

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[excluding land cost] which should be evidenced by a certificate from the financial institutions or Chartered Accountants.

c) 10% of the land cost paid by the original allottee as transferring charges.

provided that, the Project is implemented partially i.e. Lessee should have invested more than 25% and up to 50% of the total Project cost approved by the concerned Investment Approval Committee, which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants.

Also the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transferring charges.

c) The new entrepreneur shall pay a penalty of 40% of the total cost paid for the land, where the Project is less implemented i.e. Lessee invested less than 25% of the total Project cost approved by the concerned Investment Approval Committee, which should be evidenced by a certificate from the financial institutions, or, from the Chartered Accountants.

Also the new entrepreneur has to pay 10% of the land cost paid by the original allottee as transferring charges.

23. DETERMINATION OF LEASE AND RESUMPTION OF LAND

It shall be open to the Lessor during the currency of the lease to take possession of the allotted plot together with buildings and fixtures located for any violation of any of the conditions of this deed or the terms and conditions of allotment after following the provisions contained in the KIAD Act, 1966. In

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Authorised Signatory

On Shanmugam
Assistant Secretary

Karnataka Industrial Areas Development Co.
Bengaluru - 560 001

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such an event, the Lessee shall be entitled for a compensation of 50% of the original allotment cost and actual amount paid.

24. LIQUIDATION

In case the Lessee goes into liquidation or winding up proceedings without implementing the Project fully, the lease agreement shall stand determined and the land will come back to the Lessor.

25. VOLUNTARY SURRENDER

The Lessor may accept voluntary surrender of Schedule Property by the Lessee subject to levy of penalty at 15% of the allotment cost.

26. DETERMINATION OF FINAL PRICE

The Lessee is liable to pay the difference in cost of premium after determination of final price by the Lessor, within one month from the date of communication by the Lessor.

27. SUPPLY OF POTABLE WATER SUPPLY

The Lessee shall make their own arrangements for supply of potable water to the flats/apartments buyers until the Lessor /Civic Body provides potable water to housing area. The cost of providing potable water from suitable source has to be borne by allottees of housing area on pro-rata basis.

28. SINKING OF BOREWELLS

The Lessee may sink borewell on the Schedule Property with the prior permission from the Lessor/ competent authority.

29. TO GIVE PREFERENCE IN EMPLOYMENT OF LABOUR

i) The Lessee shall provide employment as per the Industrial Policy Resolution.

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Authorised Signatory

Changamani
Assistant Secretary

Karnataka Industrial Areas Development Corp
Bengaluru - 560 001

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ii) The Lessee shall provide minimum one job for each family of land losers as per the list, which will be provided by the KIAD Board.

30. NOTICE IN CASE OF DEATH

In the event of the Lessee's death the person to whom the title has been transferred as heir or otherwise shall cause notice thereof to be given to the Lessor within three months from such death. The survivors and his/her or heirs of the allottee concerned would acquire the same lease-hold rights over the property, as the original allottee had in Schedule Property, but only after the determination of the claims and counter claims by the Lessor. If the claims and counter claims are of complicated nature, it is open to the Lessor to call upon the claimants and counter claimants to approach a competent Civil Court for the purpose of getting the matter adjudicated.

31. RECOVERY OF RENT, FEES, ETC AS ARREARS OF LAND REVENUE

If and whenever any part of the rent hereby reserved or recurring fees or service charges payable by the Lessee hereunder shall be in arrears the same may be recovered from the Lessee as arrears of land revenue.

32. POWER INFRASTRUCTURE

(a) The Lessee shall pay amounts towards Power Charges as determined by the Lessor on pro-rata basis in the event of the Lessor incurring additional expenditure for providing power infrastructure. However, a no objection in favour of Karnataka Power Transmission Corporation Ltd., and the distribution Companies viz. "BESCOM, MESCOM, HESCOM and GESCOM" will be issued only on the receipt of the payment.

(b) The Lessee shall also pay ESCOMS/KPTCL the cost of extension of line or upgrading the capacity of transformer or erection of new transformer centre, as the case may be and avail the power as below :

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Ashangamani
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

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For IT Consumers	From the nearest transformer centre/ secondary line in the Industrial Area provided by the Lessor
For HT Consumers upto 750 KVA	From the nearest 11 KV feeder line in the Industrial Area provided by the Lessor.
For HT Consumers beyond 750 KVA	From a separate feeder line from the nearest existing KPTCL Sub-stations/ EHT lines at the lessee's cost as per BESCOMS / KPTCL norms.

33.LESSOR'S COVENANT FOR PEACEFUL ENJOYMENT

The Lessor doth hereby covenant with the Lessee that the Lessee paying the rent hereby reserved and performing the covenants hereinbefore on the Lessee's part contained shall and may peaceably enjoy the Schedule Property for the said term hereby granted without any interruption or disturbance from or by the Lessor or any person or persons lawfully claiming under the Lessor. The Lessor hereby declares and covenants to the Lessee that the Schedule Property is free from encumbrances and hold marketable title.

34. JURISDICTION OF COURTS

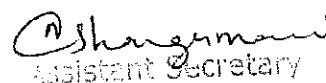
The courts of Bengaluru shall have exclusive jurisdiction to try and entertain the disputes arising out of this Agreement.

35. EXPENDITURE OVER LEGAL PROCEEDINGS

If the Lessor incurs any expenditure arising from legal proceedings, whether initiated by the Lessor or Lessee, the expenditure shall be debited from the Lessee's account.

For APEX REALTY VENTURES


Authorised Signatory


Assistant Secretary
Kannada Industrial Areas Development Corp.
Bengaluru - 560 001

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36. COSTS AND CHARGES TO BE BORNE BY THE LESSEE

The stamp duty and registration charges in respect of the preparation and execution of the lease and its duplicate including the cost, charges and expenses of attorneys of the Lessor shall be borne and paid wholly and exclusively by the Lessee.

37. The Lessor shall issue Occupancy Certificate for the completed phase of the Project/building.

38. The Lessor shall execute absolute sale deed only after occupancy certificate is obtained by the Lessee for the completed phase of the Project/building during the currency of the lease period or at the end of Ten years or the extended period, if any, if the Lessee has performed all the conditions herein contained and committed no breach thereof. All attendant expenses in connection with the sale, such as stamp duty, registration charges etc., shall be borne by the Lessee.

39. The Lessee hereby also confirm that this agreement shall be subject to the provisions of the Karnataka Industrial Areas Development Act, 1966 (Act No. 18 of 1966), the Rules and the Regulations there under and also imposing such terms and conditions from time to time by the Lessor in this regard.

40. The terms and conditions of allotment letter dated : **05-02-2018** bearing No. **KIADB/HO/Allot/Secy-1/21691/17111/2017-18** in so far as they do not contradict the covenants prescribed herein before, are to be treated as part and parcel of this agreement.

Ashwagamani
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

For APEX REALTY VENTURES

[Signature]
Authorised Signatory

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**FIRST SCHEDULE
[DESCRIPTION OF LAND]**

All that piece of land known as Plot No.R-6-Part-1 of Hardware Sector at Hitech, Defence & Aerospace Park, Bengaluru, comprised in Sy.No. Parts of 429 & 462 within the village limits of Bagalur Village, Jala Hobli Bengaluru North Yelehanka Taluk, Bengaluru Urban District, containing by admeasurement 40470.00 Sqr.mtrs or thereabouts and bounded as follows that is to say:-

On or towards North by: As per sketch enclosed
On or towards South by: As per sketch enclosed
On or towards East by: As per sketch enclosed
On or towards West by: As per sketch enclosed

**SECOND SCHEDULE
[BUILDING REGULATIONS]**

BDA BUILDING REGULATIONS/BYE LAWS – REVISED MASTER PLAN -2015

The Lessee shall follow the FAR/Zonal Regulations, ground coverage etc applicable as per the BDA building regulations/bye laws/norms amended from time to time and the second schedule prescribed in this agreement is valid only up to further amendment by Bangalore Development Authority.

Table 10: FAR and Ground Coverage for Residential Plots less than 20,000 Sqm

Sl. No.	Plot size (Sqm)	Ground Coverage (Max)	FAR	Road width (m)

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Shangmani
Assistant Secretary
Karnataka Industrial Areas Development Board
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1.	Up to 360	Up to 75%	1.75	Upto 12.0
2.	Above 360 upto 1000	Up to 65%	2.25	Above 12.0 up to 18.0
3.	Above 1000 up to 2000	Up to 60%	2.50	Above 18.0 up to 24.0
4.	Above 2000 up to 4000	Up to 55%	3.00	Above 24.0 up to 30.0
5.	Above 4000 up to 20000	Up to 50%	3.25	Above 30.m

II. Notes:

- Setbacks shall be in accordance with Table.8 and Table.9 depending on the height of proposed building and the plot size.
- If the road width is less than 9.0m, then the maximum height is restricted to 11.5 metres or Stilt +GF+2 Floors (whichever is less) irrespective of the FAR permissible.
- Multi dwelling units (Apartments) shall be allowed only on plot sizes of above 360 sq.m in the I and II Ring and on plots above 750 sq.m in the III Ring. In both cases, the road width shall be more than 9.0 m.
- TDR is applicable as per rules.

REGULATIONS FOR RESIDENTIAL DEVELOPMENT (FOR MORE THAN 20,000 SQM)

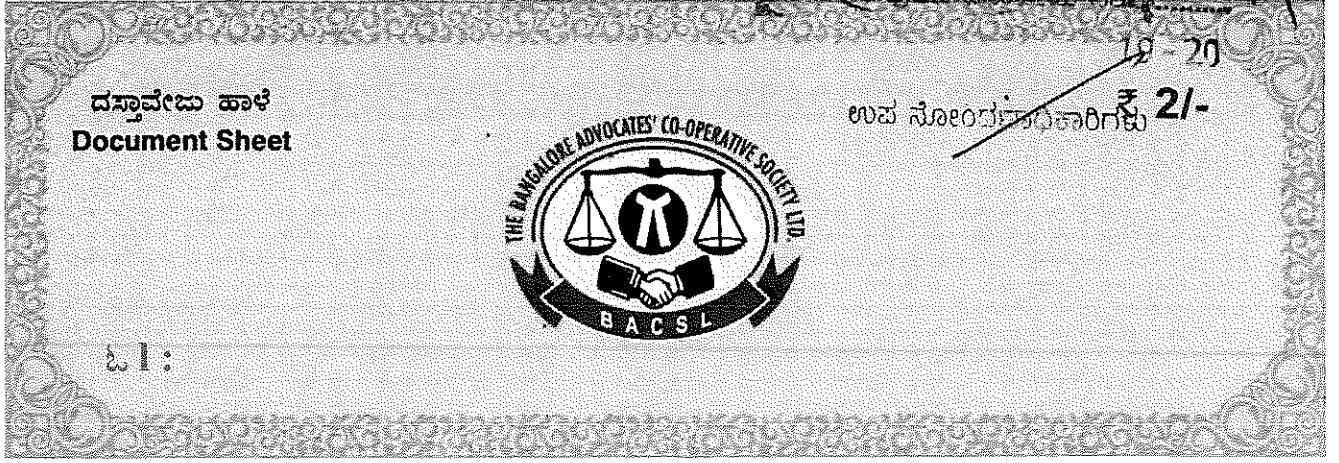
Regulations for Residential Development Plan:

- 10% of the land shall be reserved for Park & Open space. The open space (park) shall be relinquished to the authority free of cost and

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Authorised Signatory

A. Shyamamani
Assistant Secretary
Karnataka Industrial Areas Development Cor.
Bengaluru - 560 001



the same may be allowed to be maintained by the local residents association (registered), if the Authority so desires.

2. A minimum 5 % of total plot area shall be provided for Civic amenities and the owner or developer shall develop such civic amenities which finally shall be handed over to the local residents association for maintenance. The mode of such handing over shall be decided by the authority.
3. FAR is calculated on the total land area after deducting Civic amenity site.
4. Parking area requirements shall be as applicable vide Table No. 23
5. Roads as shown in the Revised Master Plan 2015 shall be incorporated within Plan and shall be handed over to the authority free of cost.

Table 20: FAR & Ground coverage for Residential development plan on a site area over 20,000 sqm.

Road width (m)	Coverage	FAR
Less than 12.0	60%	2.00
Above 12 and up to 18	55%	2.25
Above 18 and up to 24	55%	2.50
Above 24 m and up to 30	50%	3.00
Above 30.0m	50%	3.25

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Authorised Signatory

Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

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REGULATIONS APPLICABLE TO ALL ZONES

Table 8 : Setbacks for building Height up to 11.5m & Plot size of up to 4000sq.m

Width /Depth of site (m)	Width of Site		Depth of Site	
	Right side	Left side	Front side	Rear side
Up to 6.0	1.0m	0	1.0 m	0
Above 6.0 up to 9.0	1.0 m on all sides			
Up to 9.0m	8%	8%	12%	8%

For plot over size of 4000 sq. m, a minimum setback of 5.0m on all sides shall be insisted.

Table 9: All around setbacks for buildings above 11.5 m height

Sl. No.	Height of the bldg. (m)	Front rear and side setbacks (Min. in m)
1	Above 11.5m up to 15 m	5.00
2	Above 15 m up to 18.0 m	6.00
3	Above 18.0 up to 21.0 m	7.00
4	Above 21 up to 24 m	8.00
5	Above 24.0 m up to 27.0 m	9.00
6	Above 27 up to 30.0 m	10.00
7	Above 30 up to 35.0 m	11.00
8	Above 35 up to 40.0 m	12.00
9	Above 40 up to 45.0 m	13.00

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Authorised Signatory

Changmani
Assistant Secretary
Karnataka Industrial Areas Development Corp.
Bangalore - 560 001

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10	Above 45 up to 50.0m	14.00
11	Above 50.0m	16.00

PARKING REQUIREMENT AND NORMS

Table 23 : Parking requirements for various uses:

Sl. No.	Type of use	One car parking of 2.5m X5.5m each shall be provided for every
1	Multi-dwelling Units	A. Dwelling unit measuring more than 50 sq.m up to 150 sq.m of floor area. Additional 1 car park for part thereof, when it is more than 50% of the prescribed limit. B. Additional car parking for each two Dwelling units, if DU is less than 50 sq.mt C. 10% of additional parking shall be kept for visitors car parking .

Note: Additional parking for part area shall be provided when the part area exceeds 50% of the prescribed limits / standards.

8.1 Notes:

(a) Parking provision through building on stilts:

- Parking provided on the ground floor with the building on stilts, parking area shall be exempt from the calculation of FAR.
- All sides of the stilt parking shall be open.

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[Signature]
Authorised Signatory

[Signature]
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

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- iii) When stilt parking is provided the height shall not exceed 2.4 mts and the height shall be considered for calculating the total height of the building.
- iv) Any place used for parking is not included in the calculation of FAR.
- v) In case, additional car parking is provided as part of parking complex or parking lot in excess of required car parking such area shall be exempt from reckoning the FAR.

(b) Parking provision on multi-level or on any number of floors:

- i) Access Ramps, elevators, escalators to the upper floors or terrace floor shall not be provided in the setback area and ramps to be within plinth area of the building and shall be exempt from FAR calculation.
- ii) Car Parking shall not be provided in the setback areas. If provided, a minimum of 3.0m shall be left free from building in case of G+3 buildings and a minimum of 6.0 m in case of buildings which are G+4 or more.
- iii) When Multi Level Car Parking (MLCP) is proposed on a plot as independent activity, there shall not be any limitation for FAR or height of building subject to condition that they satisfy fire and airport authority restrictions where ever applicable.

N. Sharmamani
Assistant Secretary

Karnataka Industrial Areas Development Authority
Bengaluru - 560 001

For: DEK (Karnataka Industrial Areas Development Authority)

[Signature]
Authorised Signatory

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IN WITNESS WHEREOF The Karnataka Industrial Areas Development Board hath caused the Assistant Secretary, the Karnataka Industrial Areas Development Board to set his/her hand and affix the official seal hereto on their behalf and the Lessee has set his/her hand and seal thereto the day and year first above written.

SIGNED, SEALED AND DELIVERED ON BEHALF OF THE CHIEF EXECUTIVE OFFICER AND EXECUTIVE MEMBER, KARNATAKA INDUSTRIAL AREAS DEVELOPMENT BOARD

By. Smt.N.Thangamani,
Assistant Secretary
Karnataka Industrial Areas
Development Board, Bengaluru
In the presence of:

N.Thangamani
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001

1. *[Signature]*
Senior Assistant,
Karnataka Industrial Areas Development Board

2. *S.Bhath (S.BHARATH)*
Superintendent (C),
Karnataka Industrial Areas Development Board

SIGNED, SEALED AND DELIVERED
by the above named Lessee.
Represented by
Shri.Venkata Narayana Konanki,
Managing Partner
M/s. Apex Realty Ventures
In the presence of:

For APEX REALTY VENTURES
[Signature]
Authorised Signatory

1. *[Signature]*
MANOJ KRISHNA T.V.
FLAT C-201, KEERTHI HARMONY,
T.C. PALYA, BANGALORE-16

2. *[Signature]*
BALAJI B.V.
No.81, Indhashlee, 2nd main,
Anjaneyanagar, BSK 3rd stage
Bangalore - 560085

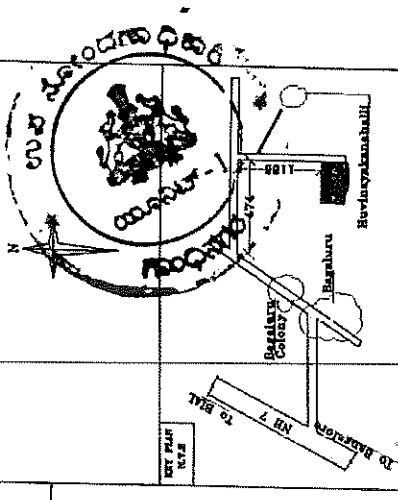
29ನೇ ಪುಟದ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 2219

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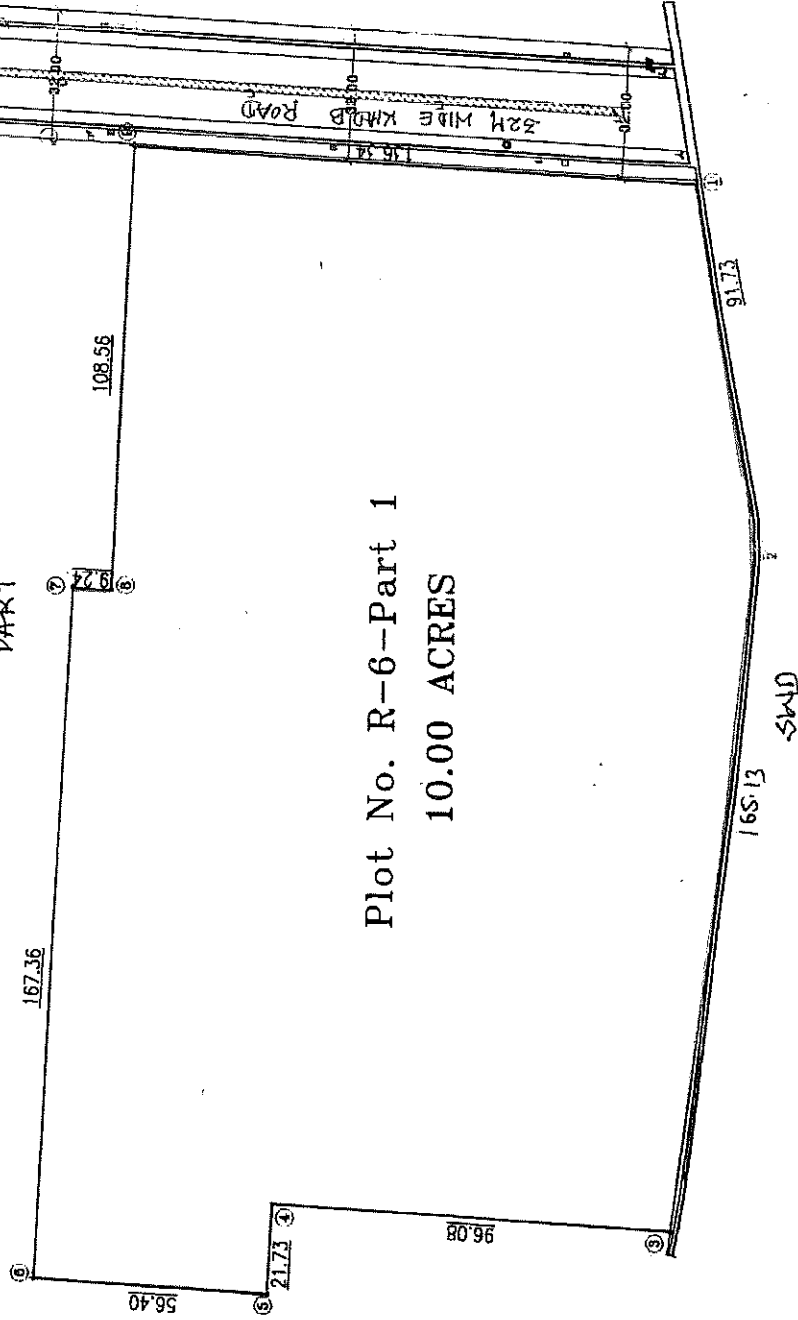
[Signature]
Assistant Engineer
Karnataka Industrial
Areas Development Board
Bengaluru

AREA STATEMENT	AREA IN SQ MT	AREA IN SQ FT	AREA IN ACRES	AREA IN GUNTAS
	40469.55	435600	10	00



PLOT NO. R-6 PART

Plot No. R-6-Part 1
10.00 ACRES



[Signature]
Assistant Secretary
Karnataka Industrial Areas Development Board
Bengaluru - 560 001