

BK I BNG-BMH

9536

2012-13

1-20



BK-I 9536  
2012-13

SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed on this 7<sup>th</sup> day of February, 2013 at Bangalore ("Deed")

BY

M/s. Janapriya Engineers Syndicate Private Limited (formerly known as Engineers Syndicate (India) Private Limited), a company incorporated under the Companies Act, 1956 having its registered office at No. 478, 12<sup>th</sup> Cross, Wilson Garden, Bangalore- 560 027 represented by its authorized signatory Mr. K. Ravinder Reddy duly authorized *vide* board resolution dated 6<sup>th</sup> February 2013 (hereinafter referred to as the "Vendor", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the First Part;

IN FAVOUR OF

1. Mantri Primus Lifespaces Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Mantri House, No.41, Vittal Mallya Road, Bangalore - 560001 represented by its authorized signatory Mr. Girish Gupta H.S. duly authorized *vide* board resolution dated February 5, 2013 (hereinafter referred to as the "Purchaser No. 1", which expression shall, unless repugnant to the

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman / Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorized Signatory

BKI BNG-BMH

9536/2012-13

2-20



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ಮೊಂಡವಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Mantri Primus Lifespaces Private Ltd Rep by its Authorized Signatory Mr Girish  
Gupta H.S. , ಇವರು 13949100.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು  
ದೃಢೀಕರಿಸಲಾಗಿದೆ

| ಪ್ರಕಾರ             | ಮೊತ್ತ (ರೂ.) | ಹಣದ ಪಾವತಿಯ ವಿವರ                                        |
|--------------------|-------------|--------------------------------------------------------|
| ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ. | 13949100.00 | No 261292 Dt: 7.2.2013 Punjab National Bank, Bangalore |
| ಒಟ್ಟು :            | 13949100.00 |                                                        |

ಸ್ಥಳ : ಬೆಂಗಳೂರು

ದಿನಾಂಕ : 07/02/2013

*(Signature)*  
ಕಿರುಮುದ್ರಾಂಕ, ಬೆಂಗಳೂರು ನಗರ ಏಜೆಂಸಿ

Designed and Developed by C-DAC, ACTS Pune.

07 FEB 2013



M/s Mantri Primus Lifespaces Pvt. Ltd

Authorized Signatory

context or meaning thereof, be deemed to include its affiliates, subsidiaries, successors in interest and assigns) of the Second Part; and

2. Mr. B.S.N. Hari, aged about 58 years, son of Late Mr. B. N. Satyanna, residing at No. 473, 9th Cross, I Block, Jayanagar, Bangalore-560 011, (hereinafter referred to as the "Purchaser No. 2", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include his legal heirs, successors, executors, agents and assigns) of the Third Part.

Purchaser No. 1 and Purchaser No. 2 are jointly referred to as the "Purchasers". The Vendor and the Purchasers are collectively referred to as the "Parties" and individually as a "Party" as and when the context may require in this Deed.

**WHEREAS:**

- A. The Vendor represents and warrants that Vendor is the absolute owner of the following immovable properties totally measuring 15 (fifteen) acres 14 (fourteen) guntas and 2 (two) guntas kharab, all situated in Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk the details of which are provided hereunder:

- i. Property measuring 4 (four) acres in Survey No. 42 (Old Survey No. 7/18), hereinafter referred to as "Item 1 Property";
- ii. Property measuring 31 (thirty one) guntas in Survey No. 44 (Old Survey No. 7/17), hereinafter referred to as "Item 2 Property";
- iii. Property measuring 3 (three) acres 38 (thirty eight) guntas and 2 (two) gunta kharab land totally measuring 4 (four) acres in Survey No. 46 (Old Survey No. 7/21), hereinafter referred to as "Item 3 Property";
- iv. Property measuring 1 (one) acre 25 (twenty five) guntas in Survey No. 45 (Old Survey No. 7/10), hereinafter referred to as "Item 4 Property";
- v. Property measuring 1 (one) acre in Survey No. 43 (Old Survey No. 7/20), hereinafter referred to as "Item 5 Property"; and
- vi. Property measuring 4 (four) acres in Survey No. 7/9, hereinafter referred to as "Item 6 Property".

Item 1 Property, Item 2 Property, Item 3 Property, Item 4 Property, Item 5 Property and Item 6 Property are hereinafter collectively referred to as the "Schedule A Property" and morefully described in the Schedule A hereunder.

For Janapriya Engineers & Architects Pvt. Ltd.

Chairman & Managing Director

For Mantri Prime Spaces Pvt. Ltd.

Director/Authorized Signatory

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 9536

4-20

ಬೊಮ್ಮನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 07-02-2013 ರಂದು 11:30:24 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

| ಕ್ರಮ ಸಂಖ್ಯೆ | ವಿವರ                 | ರೂ. ಪೈ     |
|-------------|----------------------|------------|
| 1           | ನೋಂದಣಿ ಶುಲ್ಕ         | 2490900.00 |
| 2           | ಸ್ವಾಮಿಂಗ್ ಫೀ         | 665.00     |
| 3           | ವರಿಕೋಧನಾ ಶುಲ್ಕ       | 35.00      |
| 4           | ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ | 40.00      |
|             | ಒಟ್ಟು :              | 2491640.00 |

ಶ್ರೀ M/s Mantri Primus Lifespaces Private Ltd Rep by Its Authorized Signatory Mr Girish Gupta H.S ಇವರಿಂದ ಹಾಜರಾದ ಮಾಹಲ್ಯಾಟ್ಟಿದೆ

| ಹೆಸರು                                                                                             | ಫೋಟೊ | ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು | ಸಹಿ |
|---------------------------------------------------------------------------------------------------|------|----------------------|-----|
| ಶ್ರೀ M/s Mantri Primus Lifespaces Private Ltd Rep by Its Authorized Signatory Mr Girish Gupta H.S |      |                      |     |

ಅರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

07 FEB 2013

| ಕ್ರಮ ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                                         | ಫೋಟೊ | ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು | ಸಹಿ |
|-------------|---------------------------------------------------------------------------------------------------------------|------|----------------------|-----|
| 1           | M/s Mantri Primus Lifespaces Private Ltd Rep by Its Authorized Signatory Mr Girish Gupta H.S.<br>(ಬರಹಗೊಂಡವರು) |      |                      |     |
| 2           | Mr. B.S.N. Hari<br>(ಬರಹಗೊಂಡವರು)<br>Yolamgi2 beasorthu Al                                                      |      |                      |     |



ಶ್ರೀ   
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ  
ಬೊಮ್ಮನಹಳ್ಳಿ, ಬೆಂಗಳೂರು ನಗರ ಪಟ್ಟಣ

07 FEB 2013

- B. Vendor represents and warrants that the Schedule A Property forms a portion of a larger property at survey Nos. 7/10, 7/17, 7/18, 7/20 7/21 and 7/9 totally measuring 17 (seventeen) acres 15 (fifteen) guntas all situated at Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk ("Larger Property"). The Larger Property was converted by the erstwhile owners namely Indrani Vishwanathan, Vajrappa and Shakunthala Reddy vide 3 (three) separate applications to the Special Deputy Commissioner, Bangalore District from agricultural to non agricultural residential purposes pursuant to which official memoranda granting conversion for non-agricultural residential purposes were passed vide 3 (three) separate orders as follows:

|    |                                                                                                                             |                                                                                                                                                                                |
|----|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Official Memorandum dated December 13, 2002 bearing No. B.DS.ALN:SR(S):238/2002-03 issued in favour of Indrani Vishwanathan | Old Survey No. 7/17 measuring 20 (twenty) guntas, Old Survey No. 7/18 measuring 4 (four) acres and Survey No. 7/9 measuring 4 (four) acres                                     |
| 2. | Official Memorandum dated April 9, 1997 bearing No. BDS. ALN. SR. S. 217/95-96 issued in favour of Vajrappa                 | Old Survey No. 7/21 measuring 4 (four) acres                                                                                                                                   |
| 3. | Official Memorandum dated December 13, 2002 bearing No. B.D.S.ALN:SR(S): 239/200203 issued in favour of Shakunthala Reddy   | Old Survey No. 7/10 measuring 1 (one) acre 25 (twenty five) guntas, Old Survey No. 7/17 measuring 2 (two) acre 10 (ten) guntas and Old Survey No. 7/20 measuring 1 (one) acre. |

- C. Thereafter, the erstwhile owners namely Indrani Vishwanathan, Shakunthala Reddy and Vajrappa and others conveyed the Larger Property in favour of the Vendor, in terms of following sale deeds as detailed hereinbelow:

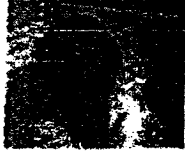
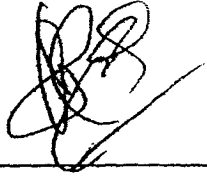
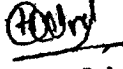
- (i) Registered sale deed dated November 4, 2003 executed by Indrani Vishwanathan represented by the holder of her general power of attorney P. R. Subbalakshmi in relation to properties bearing Old Survey No. 7/18 measuring 4 (four) acres, Old Survey No. 7/17 measuring 20 (twenty) guntas and Survey No. 7/9 measuring 4 (four) acres and totally measuring 8 (eight) acres 20 (twenty) guntas in favour of Vendor bearing document No. 20331/2003-2004, Book I in CD No. 146 in the office of the Sub-registrar, Kengeri;

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman/Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorised Signatory

| ಸಂಖ್ಯೆ | ಹೆಸರು                                                                                                                              | ವೋಟಿಂಗ್                                                                           | ಹಸ್ತಚಿಹ್ನೆ                                                                          | ಹಸ್ತಚಿಹ್ನೆ                                                                          |
|--------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 3      | M/s Janapriya Engineers<br>Syndicate Private Ltd Rep by its<br>Authorized Signatory Mr K<br>Ravinder Reddy<br>(ಬರೆಯುವವರು)          |   |   |  |
| 4      | M/s Mantri Developers Private<br>Ltd Rep by its Authorized<br>Signatory Mr Girish Gupta H.S<br>(Confirming Party) .<br>(ಬರೆಯುವವರು) |  |  |  |

  
ಹಿರಿಯ ಕಾರ್ಯನಿರ್ವಾಹಕ ನಿರ್ದೇಶಕರು  
ಬೆಂಗಳೂರು ನಗರ ಪಂಚಾಯತ್

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for Private Persons Residences Pvt. Ltd

Director/Authorized Signatory

- (ii) Registered sale deed dated November 4, 2003 executed by Shakuntala Reddy represented by the holders of her general power of attorney D. N. Yagna Datta and Dinkar Chandu in relation to properties in Old Survey No. 7/10 measuring 1 (one) acre 25 (twenty five) guntas, Old Survey No. 7/17 measuring 2 (two) acres 10 (ten) guntas and Old Survey No. 7/20 measuring 1 (one) acre in favour of Vendor bearing document No. 20329/2003-2004, Book I in CD No. 146 in the office of the Sub-registrar, Kengeri; and
- (iii) Registered sale deed dated September 4, 2002 executed by Vajrappa, Munithayamma (second wife of Vajrappa), Jayamma and Munirathnamma (daughters of Vajrappa and his first wife late Kaveramma), Manjula, Radha and Vinaya all minors represented by their mother and natural guardian Jayamma, Vajramani, Shiva and Gajendra all minors represented by their mother and natural guardian Munirathnamma, Manjamma (daughter of Vajrappa and second wife Munithayamma) and Vajramani (minor son of Vajrappa and second wife Munithayamma) represented by his father and natural guardian Vajrappa in relation to property bearing Old Survey No. 7/21 measuring 4 (four) acres in favour of Vendor bearing document No. 11825/2002-2003, Book I in CD No. 102 in the office of the Sub-registrar, Kengeri.

In the manner mentioned above, the Vendor came to acquire absolute right, title and interest in the Larger Property.

- D. The Vendor and M/s. Mantri Developers Private Limited ("Confirming Party") executed an agreement for sale dated August 27, 2010 ("Agreement") in respect of the Larger Property, registered as Document No. JPN-1-03996-2010-11, Book I in CD No. JPND77 in the office of the Sub-registrar, J. P. Nagar, Bangalore, whereby the Vendor had agreed to convey the Schedule A Property to the Confirming Party or its nominees. The Confirming Party has in terms of this Deed nominated the Purchasers to purchase the Schedule A Property and accordingly has signed this deed as a Confirming Party
- E. Subsequent to the execution of the Agreement, in terms of the letter dated July 31, 2012 bearing No. Darkhastu Phodi/4/2012-12, the Tahsildar, Bangalore South Taluk, conducted re-survey, phodi and durasti of the Larger Property. Thereafter, Larger Property was assigned new survey numbers and the extents and boundaries of the Larger Property were re-settled. Post re-survey and durasti, Survey No. 7/10 is allotted new survey No. 45 and the extent post re-survey is 1 (one) acre 25 (twenty five) guntas. Survey No. 7/17 is allotted new survey No. 44 and the extent post re-survey is 31 (thirty one) guntas. Survey No. 7/18 is allotted new survey No. 42 and the extent post re-survey is 4 (four) acres. Survey No. 7/21 is allotted new survey No. 46 and the extent post re-survey is 4 (four) acres including 2 (two) guntas b-kharab.

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman/Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorized Signatory

| ಕ್ರಮ<br>ಸಂಖ್ಯೆ | ಹೆಸರು ಮತ್ತು ವಿಳಾಸ                    | ಸಹಿ                |
|----------------|--------------------------------------|--------------------|
| 1              | Rajkumar<br>No 41 V M Road Bangalore | <i>[Signature]</i> |
| 2              | Jai<br>No 41 V M Road Bangalore      | <i>[Signature]</i> |

*[Signature]*  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು  
ಬಿ.ಡಿ.ಎಂ.ನಲ್ಲಿ, ಬೆಂಗಳೂರು ನಗರ ಬಿ.ಡಿ.ಎಂ.

07 FEB 2013

|                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;"></p> <p style="text-align: center;">1 ನೇ ಪುಸ್ತಕದ ದಾಖಲೆ<br/>ನಂ. BMH-1-09536-2012-13 ಅಗಿ<br/>ಒ.ಡಿ. ನಂ. BMHD612 ನೇ ಪುಸ್ತಕ<br/>ದಿನಾಂಕ 07-02-2013 ರಂದು ಮೊದಲಾದಿರಲಾಗಿದೆ</p> <p style="text-align: right;"><i>[Signature]</i><br/>ಉಪನಿರ್ದೇಶಕರು (ಬಿ.ಡಿ.ಎಂ.ನಲ್ಲಿ)</p> | <p style="text-align: center;"></p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು  
ಬಿ.ಡಿ.ಎಂ.ನಲ್ಲಿ

3/2/13

For Manthi Phuzi Lishabes Pvt Ltd

Visit our website at: www.c-dac.org

Survey No. 7/20 is allotted new survey No. 43 and the extent post re-survey is 1 (one) acre.

- F. Since there was a delay in execution of this Deed and in light of the re-survey and durasti proceedings of the Larger Property and the change in extents and boundaries and due to relinquishment of certain portions of the Larger Property for road to the competent authorities, the Parties have agreed to revise the sale consideration that has been agreed in the Agreement for conveyance of the Schedule A Property. Hence, the Vendor has agreed to sell and the Purchasers has agreed to purchase the Schedule A Property on the amended terms as provided in this Deed.
- G. The Vendor is in peaceful possession and enjoyment of the Schedule A Property without any interruption of whatsoever nature and has paid all taxes till date and that the Schedule A Property is free from all or any encumbrances.
- H. The Vendor is vested with the absolute right, title and interest to convey the Schedule A Property in favour of any third person and / or party.
- I. Accordingly, the Parties are entering into this Deed to set out the terms and conditions for selling the Schedule A Property in favour of the Purchasers.

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

**1. CONVEYANCE**

- 1.1 The Vendor hereby grants, conveys, assigns, transfers, sells and sets over all its right, title and interest in the Schedule A Property, to and in favour of the Purchasers in the following proportion:
- 70.89% (seventy point eight nine percent) of undivided right, title and interest in Schedule A Property and morefully described in Schedule B hereinbelow shall be conveyed in favour of Purchaser No. 1 and shall hereinafter be referred to as the "Schedule B Property"; and
  - 29.11% (twenty nine point one one percent) of undivided right, title and interest and morefully described in Schedule C herein below shall be conveyed in favour of Purchaser No. 2 and shall hereinafter be referred to as the "Schedule C Property".
- 1.2 The Vendor hereby conveys the Schedule A Property together with all rights, title, interest, property, estate, appurtenances, easements, common ways, advantages,

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman / Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director / Authorized Signatory



liberties thereto held and enjoyed and privileges whatsoever belonging thereto, and on the basis of the representations, covenants and assurances mentioned in this Deed, to have and to hold the same as the absolute legal owners thereof, free from all encumbrances, attachments, mortgages, charges, claims or liabilities of any kind whatsoever, for the use of the Purchasers, their successors-in-title, nominees and assigns in the proportion specified in Clause 1.1 above, absolutely and forever together with title deeds, writings, documents and all other evidences of title together with all structures, houses, yards, compound, sewer, fences, trees, drains, ways, paths, passages, common gullies, wells, water, water courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the Schedule A Property, or any part thereof.

- 1.3 On and from the date hereof, it shall be lawful for the Purchasers, from time to time and at all times hereafter, to peaceably and quietly, hold, enter upon, use, occupy, possess and enjoy the Schedule A Property hereby granted, conveyed, transferred and assured, with all appurtenances thereto and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor or by any person lawfully or equitably claiming by, from, under or in trust for it.

## 2. CONSIDERATION

- 2.1 The Parties hereby acknowledge that the Purchasers have paid a total sale consideration of Rs. 24,90,89,956/- (Rupees Twenty Four Crores Ninety Lakhs Eighty Nine Thousand Nine Hundred and Fifty Six only) ("Total Sale Consideration") to the Vendor, for the sale of the Schedule A Property in the following manner:

- 2.1.1 a sum of Rs. 7,31,57,895/- (Rupees Seven Crores Thirty One Lakhs Fifty Seven Thousand Eight Hundred and Ninety Five only) by way of a cheque dated October 27, 2010, drawn on Punjab National Bank, bearing No. 484413 as advance part payment of the Total Sale Consideration in respect of the Schedule A Property;
- 2.1.2 a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) by way of a cheque dated October 10, 2010, drawn on Punjab National Bank, bearing No. 70056 being the part of the Total Sale Consideration in respect of the Schedule A Property.
- 2.1.3 a sum of Rs. 5,00,00,000/- (Rupees Five Crores only) by way of a cheque dated December 15, 2010, drawn on Punjab National Bank, bearing No. 70089 being the part of the Total Sale Consideration in respect of the Schedule A Property.

For Janapriya Engineering Syndicate Pvt. Ltd.

Chairman / Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorised Signatory



2.1.4 a sum of Rs. 7,59,32,061/- (Rupees Seven Crore Fifty Nine Lakhs Thirty Two Thousand and Sixty One only) by way of a pay order bearing No. 281291 dated February 7, 2013 drawn on Punjab National Bank, Cantonment Branch, Commercial Street, Bangalore - 560 001 being the balance of the Total Sale Consideration in respect of the Schedule A Property.

- 2.2 The Purchaser No.1 has paid the Total Sale Consideration on behalf of both Purchaser No.1 and Purchaser No.2 for the purchase of the Schedule A Property. The Purchaser No.1 under this Deed acknowledges the payment received from Purchaser No. 2 in respect of Schedule C Property.
- 2.3 The Vendor hereby acknowledges the receipt of the Total Sale Consideration as aforesaid in full and final discharge of the Purchasers' obligations under this Deed and discharges the Purchasers from making any further payment to the Vendor in respect of the Schedule A Property.

### 3. POSSESSION

The Vendor hereby hands over the vacant and peaceful physical possession of the Schedule A Property to the Purchasers on this day and the Purchasers confirm having received physical possession of the Schedule A Property.

### 4. REPRESENTATIONS AND WARRANTIES

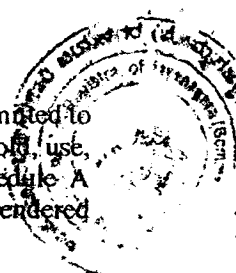
- 4.1 The Vendor hereby represents, warrants and undertakes unto the Purchasers, as follows:
- (i) The Vendor is the sole and absolute owner of the Schedule A Property, and has clear marketable title to the Schedule A Property with uninhibited rights of alienation over the same, and the Schedule A Property is legally, equitably and beneficially owned, occupied, absolutely controlled or otherwise used by the Vendor for lawful purposes and there is no defect in the title of the Vendor;
  - (ii) The Vendor represents that the Vendor acquired the Schedule A Property in the manner set out in the recitals of this Deed and the statements made in the recitals to this Deed are true, complete and accurate in all respects;
  - (iii) The Schedule A Property conforms in all material respects to the description specified in the Schedule to this Deed;
  - (iv) There are no subsisting powers, authority or otherwise any right or interest to enjoy, use, occupy or to do any other act in respect of the Schedule A Property or any part thereof, in favour of any person;

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman/Managing Director

For Mantri Primeus Lifespaces Pvt. Ltd.

Director/Authorized Signatory



- (v) Neither the Vendor nor anyone on its behalf has done, committed or omitted to do any act, deed, matter or thing whereby the Vendor's right to own, hold, use, manage, occupy, construct, develop, sell, lease or transfer the Schedule A Property or any part thereof, is or can be forfeited, extinguished or rendered void or voidable;
- (vi) The Vendor is fully entitled to execute this Deed including the transfer by conveyance, of all rights, interests, title and liabilities in the Schedule A Property to the Purchasers, and this Deed constitutes a legal, valid and binding obligation of the Vendor. The Vendor has the power and authority to execute and perform the terms and provisions of this Deed, and has taken all actions and approvals necessary to authorize the execution and delivery by the Vendor of this Deed and the person executing this Deed on behalf of the Vendor, including the appropriate resolutions by the board of directors of the Vendor, and the transactions contemplated hereby;
- (vii) The Vendor is not a party to any agreement for sale, estate contract, option, right of pre-emption or similar matter whereby any third party has a contractual right or obligation to acquire an estate or interest in the Schedule A Property or any part of the Schedule A Property, or which may hinder the consummation of the sale, or defeat the objectives of this Deed and the Vendor hereby covenant to fully indemnify and keep indemnified and hold the Purchasers harmless against all such claims and proceedings;
- (viii) No notice for acquisition or any proposed acquisition from any statutory or governmental authority has been received in respect of the Schedule A Property or any portion of the Schedule A Property, nor has the Schedule A Property or any portion of the Schedule A Property been acquired any other law;
- (ix) As on the date of executing this Deed, the Schedule A Property is free from all encumbrances, charges, attachments, claims, proceedings, liens, charges, ologs, hindrances, claims from members of joint family, lis pendens, easement, license, lease, encroachment, dispute relating to boundary, prior agreements, pre-emption, options, reservation, road-widening, set back or set forward, third party claim, demand, attachment, a process issued by any court or authority etc., and other charges or encumbrance of any nature whatsoever and howsoever and the Vendor has not received a notice or claim in relation to any of the above;
- (x) There are no claims or proceedings instituted by or against the Vendor in respect of the Schedule A Property or any part thereof or pending before any

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman/Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorized Signatory

court of law or before any other judicial, quasi judicial or administrative authority or forum;

- (xi) There are no environmental claims initiated or pending against the Vendor in relation to the Schedule A Property or any part thereof or against any person who is entitled to indemnity, contribution or reimbursement from the Vendor. The Vendor has not placed, stored, deposited, discharged, buried, dumped or disposed or caused the release of any hazardous materials or any other wastes produced by, or resulting from, any business, commercial or industrial activities, operations or processes, on, beneath or from the Schedule A Property or any part thereof;
- (xii) The Vendor is the sole and absolute owner of all benefits and easements necessary for the use and enjoyment of the entire Schedule A Property. No right or easement that may be required for the fulfillment of the terms and conditions of this Deed is restricted in any manner whatsoever. Such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise. No person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Schedule A Property;
- (xiii) The Vendor represents that, the documents handed over to the Purchasers are the only original title documents in relation to the Schedule A Property available with the Vendor and the Vendor has been in the sole custody of all such original documents on the nature of the documents as certified and / or original documents respectively. The Vendor has not lost, misplaced, damaged or destroyed any of the original title documents in relation to the Schedule A Property handed over to it by its predecessor in title. None of the documents are duplicate copies obtained by the Vendor or its predecessor in title from a statutory authority;
- (xiv) Neither this Deed nor any other document, certificate or other item prepared or supplied by the Vendor to the Purchasers leading up to the execution of this Deed including documents furnished to the Purchasers for the title due diligence contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein misleading;
- (xv) The Vendor declares that there is no payment outstanding to any revenue department(s) such as income-tax, sales tax etc., of the Vendor which could directly or remotely constitute a charge / lien on the Schedule A Property or otherwise adversely prejudice or affect the transaction herein. In the event of any such claims and / or attachments by any authority, the Vendor shall

For Janapriya Engineering Syndicate Pvt. Ltd.

Chairman / Managing Director

For Mantri Primeus Lifespaces Pvt. Ltd.

Director/Authorized Signatory

indemnify and hold the Purchasers harmless against all such claims, attachments or proceedings and losses arising out of it;

- (xvi) That all the approvals and consents wherever required for the sale of the Schedule A Property under law have been obtained by the Vendor. In the event of any such claims and / or attachments by any authority, the Vendor shall indemnify and keep the Purchasers indemnified against all such claims and / or attachments and losses arising out of it;
- (xvii) The entire Schedule A Property is duly converted for non-agricultural residential purposes;
- (xviii) Until date all taxes, cess, rates, and all arrears, penalties and fines relating to the Schedule A Property or any part thereof have been paid by the Vendor; and
- (xix) Upon execution of this Deed, the absolute right, title and interest in the Schedule A Property along with the right to develop the Schedule A Property shall stand transferred in favour of the Purchasers absolutely and free from encumbrances, claims, demands, charges, liens, attachments or proceedings.

4.2 All the representations and warranties of the Vendor contained herein shall remain valid and true in perpetuity and shall run in favour of and to the benefit of the Purchasers, their successors in interest, nominees and assigns.

#### 5. FURTHER ASSURANCES

- 5.1 The Vendor undertakes that it shall sign all necessary documents with regard to the transfer of khatha and the transfer of other utilities attached to the Schedule A Property in favour of the Purchasers.
- 5.2 The Vendor undertakes that it shall, at all times, and from time to time hereinafter, at the request or demand of the Purchasers and at the cost of the Purchasers, do, or cause to be done all such acts or things as shall be lawfully or reasonably necessary or required for the better and fuller enjoyment of the Schedule A Property by the Purchasers.
- 5.3 The Vendor undertakes to do all other acts, deeds and things as may be necessary to ensure the vesting of title of the Schedule A Property in the hands of the Purchasers upon the Vendor executing this Deed.
- 5.4 The Vendor undertakes to pay any and all claims, demands, taxes, cess, public dues, penalties, fines in relation to the Schedule A Property or part thereof that may

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman / Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorised Signatory

imposed against the Purchasers after the date of execution of this Deed but not to period prior to and till the date of executing this Deed.



6. INDEMNITY

6.1 The Vendor agrees to indemnify, defend and hold harmless the Purchasers, their directors, officers, representatives, employees and agents from and against all claims, losses, damages, costs, expenses whether suffered or incurred by the Purchasers, or which the Purchasers may otherwise become subject to (regardless of whether or not such losses relate to any third party claim) and which arise out of, or result from or are connected with:

- (i) any misrepresentation, falsity, incompleteness, or inaccuracy of any of the representations and warranties contained in this Deed or a matter or event which renders any such representations and warranties false, incomplete; or
- (ii) breach of any of the representations and warranties contained in this Deed; or
- (iii) any breach by the Vendor of the covenants, agreements or obligations contained in this Deed; or
- (iv) any violation of applicable law or terms of any governmental approval, consent or permit by the Vendor, or breach of any material contract by the Vendor or any third party affecting the ownership of the Schedule A Property; or
- (v) any defect or want of title of the Vendor, to any portion of the Schedule A Property, or any portions thereof, or any claim by third parties relating to the Vendor's title to any of its predecessor in title, to any portion of the Schedule A Property, as the case may be; or
- (vi) any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings, requisition or disputes commenced in relation to this Deed, against the Vendor, or any event or circumstance which has or is reasonably likely to have a material adverse effect on the Schedule A Property or any part thereof.

7. COSTS

The stamp duty and the registration fee, along with any other cess or surcharge payable thereon, on the execution and registration of this Deed, shall be borne by the Purchasers in proportion their beneficial interest in the Schedule A Property.

For Janapriya Engineering & Constructions Pvt. Ltd.

Chairman / Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

Director/Authorized Signatory

**8. DELIVERY OF ORIGINAL DOCUMENTS**

The Vendor has on this day delivered to the Purchasers, original documents pertaining to the Schedule A Property and the custody of the originals shall be the Purchaser No. 1.

**9. PERMANENT ACCOUNT NUMBER**

The Permanent Account Number of the Vendor and the Purchasers are as under:

Vendor : AAACE4560A

Purchaser No. 1 : AAACA9062I

Purchaser No. 2 : AARPN3012C

**DESCRIPTION OF THE SCHEDULE A PROPERTY**

All that piece and parcel of the converted immovable properties totally measuring 15 (fifteen) acres 14 (fourteen) guntas and 2 (two) guntas kharab, all situated in Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk consisting of Item 1 Property, Item 2 Property, Item 3 Property, Item 4 Property, Item 5 Property and Item 6 Property, the schedules of which are provided below:

**ITEM 1 PROPERTY**

All that piece and parcel of immovable property measuring 4 (four) acres situated at Survey No. 42 (Old Survey No. 7/18) of Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, and duly converted for residential purpose vide order of the Special Deputy Commissioner, Bangalore dated December 13, 2002, bearing No. B.DS.ALN.SR(S):238/2002-2003, and bounded as follows:

East by : Remaining portion of Survey No.7;

West by : BDA Road;

North by : BDA Road; and

South by : Survey No.43.

For Mantri Prime Spaces Pvt. Ltd.

Director/Authorised Signatory

For Janapriya Engineers Syndicate Pvt. Ltd.

Chairman/Managing Director

ITEM 2 PROPERTY

All that piece and parcel of immovable property measuring 31 (thirty-one) guntas situated at Survey No. 44 (Old Survey No. 7/17) of Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, and duly converted for residential purpose vide orders of the Special Deputy Commissioner, Bangalore both dated December 13, 2002, bearing Nos. B.DS.ALN.SR(S):238/2002-2003 and BDS.ALN.SR(S):239/2002-2003 and bounded as follows:

East by : BDA Road;  
West by : Survey No.52;  
North by : Lands belonging to Vendor; and  
South by : Survey No.45.

ITEM 3 PROPERTY

All that piece and parcel of immovable property measuring 4 (four) acres situated at Survey No. 46 (Old Survey No. 7/21) of Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, and duly converted for residential purpose vide order of the Special Deputy Commissioner, Bangalore dated April 9, 1997 bearing No. BDS:ALN:SR(S):217/1995-1996, and bounded as under:

East by : Remaining portion of Survey No.7;  
West by : BDA Road;  
North by : Survey No.43; and  
South by : Private property belonging to M/s. Elegant Builders.

For Janapriya Engineers Syndicate Pvt. Ltd.

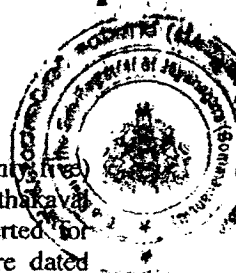
Chairman/Managing Director

For Mantri Primeus Lifespaces Pvt. Ltd.

Director/Authorised Signatory

ITEM 4 PROPERTY

18-20



All that piece and parcel of immovable property measuring 1 (one) acre 25 (twenty five) guntas situated at Survey No. 45 (old Survey No. 7/10) of Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and duly converted for residential purpose vide order of the Special Deputy Commissioner, Bangalore dated December 13, 2002, bearing No. BDS.ALN.SR(S):239/2002-2003, and bounded as under:

East by : BDA Road;  
West by : Remaining portion of Survey No.45 and Survey No.7;  
North by : Survey No.44; and  
South by : Survey No.50.

ITEM 5 PROPERTY

All that piece and parcel of immovable property measuring 1 (one) acre situated at Survey No. 43 (Old Survey No. 7/20) of Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore District, Bangalore and duly converted for residential purpose vide order of the Special Deputy Commissioner, Bangalore dated December 13, 2002 bearing No. B.D.S.ALN:SR(S): 239/200203, and bounded as under:

East by : Remaining portion of Survey No.7;  
West by : Survey No. 46;  
North by : Survey No. 43; and  
South by : Survey No. 46.

Janapriya Engineering & Scales Pvt. Ltd.

Chairman / Managing Director

For Mantri Primus Lifespaces Pvt. Ltd.

(Signature)

Director/Authorised Signatory

(Signature)

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ITEM 6 PROPERTY

19-20



All that piece and parcel of immovable property measuring 4 (four) acres situated in Survey No. 7/9 of Uttarahalli Manavarthakaval Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and duly converted for residential purpose vide Official Memorandum dated December 13, 2002 bearing No. B.DS.ALN:SR(S):238/2002-03, and bounded as under:

East by : BDA Road;  
West by : Survey No 52;  
North by : BDA Road; and  
South by : Survey No. 44 owned by the Vendor.

**DESCRIPTION OF THE SCHEDULE B PROPERTY**

70.89% (seventy point eight nine percent) of undivided right, title and interest in Schedule A Property.

**DESCRIPTION OF THE SCHEDULE C PROPERTY**

29.11% (twenty nine point one one percent) of undivided right, title and interest in Schedule A Property.

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[SIGNATURE PAGE FOLLOWS]

For Janapriya Engineering Syndicate Pvt. Ltd.

Chairman / Managing Director

For Mantri Primes Lifespaces Pvt. Ltd.

Director/Authorized Signatory

IN WITNESS WHEREOF THE PARTIES hereto have caused their duly authorized signatories to execute this Deed on the day, month and year first hereinabove written, presence of the following witnesses:



|                                                                                                                                  |                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>M/s. Janapriya Engineers Syndicate Private Ltd.</p> <p>By its authorized signatory</p> <p>Vendor</p>                          | <p>Janapriya Engineers Syndicate Pvt. Ltd.</p> <p>Chairman / Managing Director</p> |
| <p>M/s. Mantri Primus Lifespaces Pvt. Ltd.,</p> <p>By its authorized signatory Mr. Girish Gupta H. S.</p> <p>Purchaser No. 1</p> | <p>For Mantri Primus Lifespaces Pvt. Ltd.</p> <p>Director/Authorised Signatory</p> |
| <p>B.S.N. Hari</p> <p>Purchaser No. 2</p>                                                                                        | <p></p>                                                                            |
| <p>M/s. Mantri Developers Private Limited</p> <p>By its authorized signatory Mr. Girish Gupta H. S.</p> <p>Confirming Party</p>  | <p>For MANTRI DEVELOPERS PVT. LTD.</p> <p>Director / Authorised Signatory</p>      |
| <p>Witnessed by:</p> <p>1) <i>[Signature]</i><br/>G. Ramesh<br/># 41, V.M. road<br/>Bldg 1.</p>                                  | <p>2) <i>[Signature]</i><br/>M 41 V.M. Road<br/>Bldg 1</p>                         |

*[Signature]*  
B. Sadashiva Rao

B. SADASHIVA RAO  
Sub-Registrar (Retd.)  
DWL No. 1/92-93  
BANGALORE