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## INDIA NON JUDICIAL

### Government of Karnataka

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|---------------------------|----------------------------------------------------|
| Certificate No.           | IN-KA50065912534299W                               |
| Certificate Issued Date   | 06-Mar-2024 12:26 PM                               |
| Account Reference         | NONACC (FI)/ kacrs108/ MG LALBAGH/ KA-DK           |
| Unique Doc. Reference     | SUBIN-KAKACRSFL0861860940587840W                   |
| Purchased by              | NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA PVT LTD |
| Description of Document   | Article 5(J) Agreement (in any other cases)        |
| Property Description      | JOINT DEVELOPMENT AGREEMENT                        |
| Consideration Price (Rs.) | 0<br>(Zero)                                        |
| First Party               | GURUMURTHY RAO M S VENKATRAMANA BHAT AND OTHERS    |
| Second Party              | NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA PVT LTD |
| Stamp Duty Paid By        | NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA PVT LTD |
| Stamp Duty Amount(Rs.)    | 500<br>(Five Hundred only)                         |



Please write or type below this line

AGREEMENT FOR JOINT DEVELOPMENT AND PROMOTION OF  
"SMRITHI HEIGHTS" APARTMENTS BUILDING AT THARE  
THOTA, PUMPWELL - NANTHOOR ROAD, MANGALURU.

This JOINT DEVELOPMENT AGREEMENT is made and entered into  
by and between;

NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

#### Stamping e

- The authenticity of the Stamp certificate should be verified at [www.shresthans.com](http://www.shresthans.com) or using e-Stamp Mobile App or Stock Holding.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App means it is invalid.
- The date of checking the legitimacy is on the date of the certificate.
- In case of any discrepancy please inform the Competent Authority.

APR 2011 FROM BARNES&NOBLE JULY 2011 10

10/10/11 10:10:11

**Mr. GURUMURTHY RAO**, S/o. Late Ram Mohan Rao, aged 45 years, Residing at #3-51-176, Planet S K S, Flat No. 2301, N H 66, Kadri Hills, Kadri, Mangalore – 575004.

Adhar No. : 5995 4195 0596  
PAN : AEXPR9064G

(Hereinafter referred as the "Consenting Party")

AND

**1. Mr. M.S.VENKATRAMANA BHAT**, S/o M. Subramanya Bhat, aged about 58 years, R/o. #3-27-2237/1, "Vishal", Kadri Rocks Road, Kadri, Kambla, Mangalore.

Adhar No. : 4237 7308 7860  
PAN : ADQPB5936M

(Hereinafter referred to as **Landowner No.1**)

**2. Mr. M. BALAKRISHNA SIVARNA**, S/o. Late K. Koragappa, aged about 72 years, R/o. # 3-75/2, Krishna Nivas, Natti House, Maroli, Mangalore – 575005.

Adhar No. : 7679 5164 9384  
PAN : BHPFS5846F

(Hereinafter referred to as **Landowner No.2**)

**3. Mr. SHEKHAR**, S/o. Late Narayana Poojary, aged about 64 years, R/o. # 3-84/1, Natya House, Thare Thola Road, Maroli Village, Mangalore – 575005.

Adhar No. : 2484 3781 4637  
PAN : ARBPM5188M

(Hereinafter referred to as **Landowner No.3**)

(Nos. 1 to 3 hereinafter collectively referred to as the "Land Owners")

AND

**Mr. JITHIN MAROLI**, S/o. Mr. M. Balakrishna Suvarna, aged about 38 years, R/o. # 3-75/2, Krishna Nivas, Natti House, Maroli, Mangalore – 575005.

Adhaar No. : 2606 6172 7788  
PAN : AZNPPM6295K

(Hereinafter referred to as **Confirming Party**)





**For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.**

**Managing Director**



**AND**

M/s. Nidhi Land Infrastructure Developers India (P) Ltd., (PAN: AACDN8891L) a company incorporated under Indian Companies Act, 1956 having its office at 5<sup>th</sup> Floor, New Berry Enclave, Bejai Kapikad Road, Mangalore - 575004., being represented by its Managing Director and Authorized Signatory **Mr. Prashanth K. Sanil**, S/o. U. Madhava Suvarna, aged about 50 years, Residing at 'Sukhdham', Malaraya Temple Road, Hoigebail, Mangalore - 575006.

**Aadhar No. :** 2717 5046 9515.

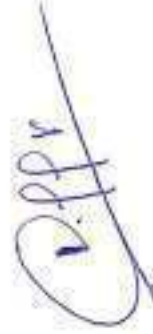
**PAN :** ALXPS5979A

(Hereinafter referred to as the "Promoter")

The terms and expressions, the **Consenting Party**, the **Landowners**, **Confirming Party** and the **Promoter** referred to herein shall mean and include their legal heirs, legal representatives, successors, executors, administrators, transferees and assignees as the case may be.

All the **Consenting Party**, **Landowners**, **Confirming Party** and the **Promoter** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

Whereas, the non-agricultural immovable property more fully described in the Schedule as Item No. 1 to 7 here below, hereinafter collectively referred to as the Schedule Property, the **Item No. 1** to 4 of the **Schedule Property** is owned and possessed by the **Land Owner No. 1** as per Sale Deed, registered as Document No. MGT-1-03919/2018-19 dated 30/07/2018, Book No.1, C.D. No. MGTD656 in the office of Sub Registrar Mangalore Taluk and the clerical error in the said Sale Deed is rectified as per Rectification Deed, registered as Document No. MGT-1-04512/2018-19 dated 20/08/2018, Book No.1, C.D.No. MGTD659 in the office of sub registrar Mangalore Taluk and the Sale Deed registered as Document No. MGT-1-08117/2018-19 dated 29/11/2018, Book No.1, C. D. No. MGTD678 in the office of sub registrar Mangalore Taluk and the **Item No. 5** and **6** of the **Schedule Property**, is owned and possessed by the **Land Owner No. 2** as per the Partition Deed registered as Document No. MGT-1-01607/2004-05 dated 14/07/2004, Book No.1, C.D.No.MGTD9, in the office of sub Registrar Mangalore Taluk and the clerical error in the said document was rectified as per Rectification Deed registered as Document No. MGT-1-00635/2005-06 dated 09/05/2005, Book No.1, C.D.No. MGTD21, in the office of Sub Registrar, Mangalore Taluk and the **Item No. 7** of the **Schedule**



  
For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.  
Managing Director





Property is owned and possessed by the **Land Owner No. 3** as per the Partition Deed, registered as Document No. MGT-1-03940/2005-06 dated 25/11/2005, Book No. 1, C.D.No. MGTD28 in the office of Sub Registrar Mangalore Taluk and subsequently the said Land Owners had entered into Joint Development Agreement with M/s. Vishwas Builders and Infrastructure Developers, registered as Document No. MGT-1-09235/2019-20 dated 16/01/2020, Book No. 1, stored in C. D. No. MGTD949, in the office of the Sub Registrar, Mangalore Taluk and in furtherance to the said Joint Development Agreement, M/s. Vishwas Builders and Infrastructure Developers had obtained the Building Licence in Reference No. H4/BA/184/2019-20 KNPA 1227/2019-20 dated 05/03/2021, issued by the Mangalore City Corporation and subsequently, the 22% undivided right in the Item No. 5 and 6 in the Schedule Property was sold by **Land Owner No.2** to one Mr. Deraje Chitharaja Saliian as per the registered Sale Deed Document No. MGT-1-00205-2022-23 dated 06/04/2022, stored in CD No. MGTD1518, in the office of the Sub Registrar, Mangalore Taluk and subsequently said Sale Deed has been cancelled by offering an Apartment measuring 1500.00 Sq.Ft. to Mr. Deraje Chitharaja Saliian (i.e. equalling 1000.00 Sq.Ft. in this Project) in the another Apartment building, which was owned by the **Consenting Party** and settled on behalf of the **Land Owner No.2**, as per the Cancellation of Sale Deed, registered as Document No. MGT-1-12825-2023-24 dated 02/02/2024, Book 1, in the office of the Sub-Registrar, Mangalore Taluk and in furtherance to the said Cancellation of Sale Deed, the **Land Owner No.2** has agreed to allocate 1000.00 Sq.Ft. from his share to the **Consenting Party** and the **Consenting Party** has entered into Memorandum of Understanding dated 06/03/2024 with one Mr. William Antony D'souza, who has been the co-ordinator between all the **Land Owners** and the **Promoter** and

Whereas, the **Confirming Party**, son of the **Land Owner No.2**, who had filed claim on his father (**Land Owner No.2**) and brother Mr. Mithun Maroli as per O.S.No. 570/2018 on the file of IV Additional Civil Judge and JMFC Mangalore. As per the mutual compromise submitted to the Court, Mr. Jithin Maroli has been allocated Saleable Area 2,500 Sq. Ft. from his father's share as settlement of dispute amongst them and in settlement towards the said suit, the **Land Owner No.2** has agreed to allocate 2,500.00 Sq.Ft. from his share to his son Mr. Jithin Maroli. Hence, the compromise arrangement has been approved and confirmed by Mr. Jithin Maroli and he has joined as **Confirming Party** for this Joint Development Agreement and

Whereas, the **Land Owner No.2** is entitled to total 4,483 Sq.Ft. (super built up area/saleable area), out of which 2,500 Sq.Ft. (super built up area/saleable area) residential apartment will be given to the **Confirming Party** and a residential apartment in another Apartment Building has been given to Mr.

  
Mr. Mithun Maroli  
For M/s. VISHWAS BUILDERS AND INFRASTRUCTURE DEVELOPERS (P) LTD.  
  
Managing Director  




Deraje Chitharaja Salian by the **Consenting Party** as mentioned above towards the said settlement, 1000.00 Sq.Ft Saleable Area of **Land Owner No.2** has been allocated to the **Consenting Party**. After the above referred settlements, now, the remaining Saleable Area entitled for the **Land Owner No.2** is 983.00 Sq.Ft. and

Whereas, the **Land Owner No.1** is entitled to total 4,264.00 Sq.Ft. (super built-up area/saleable area) and

Whereas, the **Land Owner No.3** is entitled to total 1,810.00 Sq.Ft. (super built-up area/saleable area) and

Whereas, ever since then the **Land Owners** herein are in actual possession and enjoyment of the Schedule Property as absolute owners by paying assessment to the Government Taxes to the local authorities without any let or hindrance and

Whereas, the **Land Owners** were in search of developer to develop their Schedule Property into residential apartments building. The **Consenting Party** knowing the intention of the **Land Owners**, approached the **Consenting Party** and expressed their desire to construct the Residential Apartment building and entered into mutual understanding with the **Consenting Party** and

Whereas, the **Consenting Party** have now expressed their inability/inconvenience in constructing and developing the Project and expressed their desire to reassign the project to any Third Party who is a professional builder/developer. The **Land Owners** and **Consenting Party** have now agreed to reassign the project to **Promoter** who is a professional builder/developer. However, the **Consenting Party** have taken the responsibility to honour the Saleable Area (Sq.Ft.) mentioned this Joint Development Agreement to the **Land Owners** and the **Confirming Party**. Any liability towards the **Land Owners** and the **Confirming Party** in the said Project, as referred in Joint Development Agreement, registered as Document No. MGT-1-09235/2019-20 dated 16/01/2020, Book No. 1, stored in C. D. No. MGTD949, in the office of the Sub Registrar, Mangalore Taluk., shall be taken care of by the **Consenting Party** and

Whereas, the **Consenting Party** herein approached the **Promoter** and assured that from the beginning of the Project, Transferring the Licence, signing of the JDA, reassignment of the JDA, signing of G.P.A, sharing of Saleable Area, GST & applicable taxes, Maintenance to be paid to the individual apartment allotted to the **Land Owners** and the **Confirming Party** soon after the

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For MIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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completion of the Project as certified by the Engineer shall be fulfilled by the **Land Owners** and the **Confirming Party** under the supervision of the **Consenting Party** and

Whereas, in furtherance to the said assurances of the **Consenting Party** regarding the **Land Owners** and the **Confirming Party**, the **Promoter** have agreed and now decided to develop the Schedule Property by entering into this Joint Development Agreement with respective **Land Owners**, **Confirming Party** and the **Consenting Party** and

Whereas, all the **Land Owners**, **Confirming Party** and the **Consenting Party** herein have agreed and further assure the **Promoter** that they have neither created any kind of mortgage, charge nor they have entered into any kind of Agreement for Sale with any third party. If any third party claim arises, the same shall be honoured by the **Consenting Party** as per the undertaking given by the **Consenting Party** and no such claims shall be entertained by the **Promoter** immediately after the commencement of the construction of the building and

Whereas, all the parties herein have now agreed to join and assign the Schedule Property to the **Promoter** for development, as per the documents to be entered into between parties and

Whereas, the **Consenting Party**, **Land Owners**, **Confirming Party** and the **Promoter** have mutually discussed for developing the Schedule Property jointly by constructing residential apartment building and in that regard the parties have mutually discussed and agreed to the various terms and the parties desire to record the same in writing and

**NOW, THEREFORE THIS JOINT DEVELOPMENT AGREEMENT IS EXECUTED AND WITNESSETH AS FOLLOWS:-**

**1. PROJECT TO BE DEVELOPED:**

1.1 That in pursuance of the aforesaid facts and subject to the terms and conditions mutually discussed and agreed upon by and between the **Promoter**, the **Consenting Party** and the **Land Owners** and the **Promoter** has agreed to develop the **Schedule Property** by constructing a Residential Apartments building named as "SMRITHI HEIGHTS".

1.2 That the **Consenting Party** along with the **Land Owners** herein have agreed to contribute the **Schedule Property** for the joint development of Residential Apartments building therein. The **Promoter** shall construct

  
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For MMDL LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.  
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Managing Director



"SMRITHI HEIGHTS", in accordance with the Building Licence approved and to be revised by Mangaluru City Corporation and other approvals from the concerned government authorities.

1.3 The Parties have agreed that the **Promoter** shall design the Project as per the provisions of the revised ZR proposed by MUDA but shall commence the construction of "**SMRITHI HEIGHTS**" as per the provisions of the present ZR and shall continue the construction of the same as per the provisions of such revised ZR by obtaining the necessary approvals from the concerned government authorities, after the coming into force of the revised ZR. However, the **Promoter** shall not be responsible for the implementation of the revised ZR and only proposes to design "**SMRITHI HEIGHTS**" as per the revised ZR proposed by MUDA and to develop the residential building accordingly, if the revised ZR is implemented within the timelines agreed by the Parties for the development of the Project.

## **2 FUNDING FOR PROJECT DEVELOPMENT:**

2.1 It is made clear that, the **Consenting Party** along with the **Land Owners** shall be contributing the **Schedule Property** for the Joint development and the **Promoter** shall bear the entire cost of construction/development of "**SMRITHI HEIGHTS**". The cost towards purchasing Premium F.A.R would be Rs.83,10,585/- (Rupees Eighty Three Lakhs Ten Thousand Five Hundred Eighty Five Only) and the cost towards purchasing T.D.R. would be Rs.1,66,11,000/- (Rupees One Crore Sixty Six Lakhs Eleven Thousand Only), as per Present ZR shall be paid/remitted by the **Consenting Party** alone to the **Promoter**. The charges are based on the Present Guidance Value. (as per actuals). If the charges vary due to any circumstances whether increase or decrease, the same shall be conveyed to the **Consenting Party**, which needs to remitted to the **Promoter** accordingly.

2.2 It is made very clear by the **Promoter** to the **Consenting Party** and the **Land Owners**, that the Residential Apartment building shall be constructed as per the present ZR after obtaining the required revised approvals from the concerned Licensing/Government Authorities. The **Promoter** reserves the right to obtain additional saleable area if any, is entitled to the Schedule Property on the approval and implementation of revised ZR proposed by MUDA.

  
P.P. for MUDA

For MUDI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

  
Managing Director









construction of the building, consultancy charges, yard work, road work and all other miscellaneous expenses whatsoever including expenses incurred for the ceremony of the laying foundation stone and the inaugural ceremony of the said project and any other exclusive advertisement made for the said project.

2.5 The **Consenting Party** along with the **Landowners** hereby agree to render all assistance and co-operation that may be required by the **Promoter** from time to time to carry out the construction / development work in respect of the **Schedule Property** and construction and completion of the Project in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matters relating to or arising there from provided that, the **Land Owners** shall not be liable to incur any financial obligations in that behalf and shall not be required to invest any funds towards the construction.

### 3 RIGHT TO DEVELOP THE PROJECT:

3.1 The **Land Owners** along with the **Consenting Party** hereby permit the **Promoter** to enter the **Schedule Property** with right to carry on developmental works in accordance with the terms of this agreement.

3.2 That, in consideration of the terms of this agreement, the **Land Owners** along with the **Consenting Party** hereby convey, assign and absolutely vest upon the **Promoter** the right to enter into agreement to sell, transfer and assign its share of apartments and car parking space, together with the proportionate undivided interest in the **Schedule Property** to the prospective purchasers at such rate as may be determined by the **Promoter** on such terms and conditions as it deems fit.

3.3 The entire design, architecture, specifications etc., of the Project to be developed/promoted in the **Schedule Property** shall be the exclusive right of the **Promoter**.

3.4 The Parties have already accepted and finalized the plans of the proposed Project prepared by the **Promoter**. However, the **Promoter** shall make any rearrangements in the plans if required without affecting the interest of the **Land Owners, Confirming Party** and the **Consenting Party** and not reducing the Saleable Area in the Project allotted to the **Land Owners, Confirming Party** and the **Consenting Party**. However, the area allocated to the Parties shall be subject to the Revised Licence and Approved Plans obtained from the Mangaluru City Corporation (M.C.C.) and other Statutory Authorities.

for KUDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

  
Managing Director



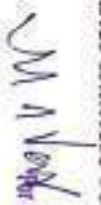


3.5 It is also agreed between the Parties herein that, the possession of the partly or fully constructed apartments in the building constructed in **Schedule Property** will be with the **Promoter** only, until the respective apartments are delivered and handed over to the Purchaser/s of the apartments or to the **Land Owners, Confirming Party** and the **Consenting Party** after fulfilling the terms of this agreement as per the standard procedure. It is specifically agreed between the parties herein that the **Promoter** has not been given the right to possession of the **Schedule Property** as contemplated under the Transfer of Property Act.

3.6 The **Promoter** shall be entitled to engage architect, engineers, contractors and other professionals and workmen as they deem fit to execute the construction work of the Project. In the event of any dispute/s between the **Promoter** and/or their architects, engineers, contractors, staffs and workmen and suppliers of men and materials and other persons who are engaged in any manner whatsoever in the development of **Schedule Property**, such dispute/s shall be settled by the **Promoter**, who alone shall be responsible, liable and answerable for all claims as may be raised in respect thereof. In case of any accidents resulting in death or injury during the course of construction period to any workmen or third party/parties on the **Schedule Property**, the **Promoter** shall be responsible for the same and the **Land Owners, Confirming Party** and the **Consenting Party** shall have no liability whatsoever in this regard and the **Promoter** shall indemnify the **Land Owners** and the **Consenting Party** for any loss arising out of such accidents.

3.7 The **Promoter** during the construction of the proposed Project shall carryout all the activities / work and make the payments towards the building constructed in **Schedule Property** as per the standard norms followed by them in their development and construction work and the **Land Owners, Confirming Party** and the **Consenting Party** shall not object in such matters.

3.8 The **Promoter** shall alone be responsible for completion of the entire construction of the residential apartments to be allotted to the **Land Owners, Confirming Party** and the **Consenting Party** in the building constructed in the **Schedule Property** within the mutually agreed stipulated time. The **Promoter** shall be responsible for getting the Occupancy Certificate from the Mangaluru City Corporation and the permanent power supply from the MESCOM, Water Connection, Door Number for the said Project. The **Land Owners, Confirming Party** and the **Consenting Party** shall give full co-operation to the **Promoter** for due completion of the construction of the Project and all other matters related to the proposed Project.

  
MANAGING DIRECTOR, MANGALURU LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

  
Managing Director



3.9 That, the **Promoter** shall be responsible for obtaining all the statutory approvals / permissions for the development and completion of the construction and occupation of the Project. All expenses / charges incurred in respect of approval / sanction or modification and / or alteration of the sanctioned plan and for any revised plan to be submitted for approval / sanction or modification of the building constructed in **Schedule Property** shall be borne by the **Promoter**. The **Land Owners, Confirming Party** and the **Consenting Party** shall provide full co-operation to the **Promoter** for the development and due completion of the construction of the residential apartments building and all other matters related to the proposed residential apartments building. In case of any delay in the construction work as a result of delay in any Government departmental works or by force majeure, the period for completion of the building shall be extended by such delayed period.

**4 OBLIGATIONS AND RIGHTS OF LAND OWNERS AND THE CONSENTING PARTY:**

4.1 The **Land Owners** and the **Consenting Party** have represented to the **Promoter** for their portion of the **Schedule Property** as under;

4.2 That the **Land Owners** are the absolute owners of the **Schedule Property** and that they have got clear, marketable and subsisting title and possession over the **Schedule Property**.

4.3 That the **Schedule Property** is not subject to any litigations, attachments, or acquisition proceedings of any kind or to any agency coupled with interests or tax liabilities, nor has the **Schedule Property** given as security for any purpose either directly or indirectly or made part of any surety in any case or court proceedings.

4.4 That there are no claims, mortgages, security, charges, lien, encumbrances, hindrances, obstructions, objections, injunctions or lispendences on the **Schedule Property**.

4.5 That the **Consenting Party** herein takes the entire responsibility till the end of the Project/obtaining Occupation Certificate/Completion Certificate from the Mangalore City Corporation, to honour saleable area allocated to the **Land Owners** and the **Confirming Party** as mentioned in this Joint Development Agreement.

4.6 That nobody whomsoever has got any right of easement or otherwise whatsoever over the **Schedule Property** and for any claims made by any other

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Managing Director





party towards the land, the Land Owners, Confirming Party and the Consenting Party shall be responsible and the Land Owners, Confirming Party and the Consenting Party agree to indemnify for the Schedule Property against any loss which may arise due to any claim whatsoever over the Schedule Property.

4.7 That the Land Owners and the Consenting Party have not entered any Agreement/s of Sale, MOU, lease, transfer for development of the Schedule Property with any other person.

4.8 That the Land Owners have paid up to date taxes in respect of the Schedule Property.

4.9 That the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property.

4.10 That the Land Owners have paid the land revenue, taxes, cess and other statutory charges with regard to the Schedule Property.

4.11 That neither there is any impediment for the Land Owners to acquire or hold or to sell the Schedule Property under any law.

4.12 That neither there are any pending proceedings in any forum nor there is a threat of any appeals from any orders passed in favour of the Land Owners in any of the proceedings concerning the Schedule Property.

4.13 That there are no tax attachments, other attachments with regard to the Schedule Property or any part thereof under the Income Tax Act, 1961, Wealth Tax or Sales Tax or any other taxing statutes or any other statutes.

4.14 That the Land Owners and the Consenting Party are entitled to sell and dispose off or develop the Schedule Property and that there are no restrictions to develop the Schedule Property or any part thereof.

4.15 That there are no pending proceedings or claims under any of the proceedings of the Labour laws, ESIC schemes or Provident Fund which would affect the present and the future development of the Schedule Property.

4.16 That any municipal taxes, charges or cess etc., that is due to be paid to any public body or authorities in respect of the Schedule Property prior to this agreement shall be paid and cleared by the Land Owners and the Consenting Party.

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For NICHN LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director



4.17 The Land Owners and the Consenting Party have agreed to all such acts and things and to execute such documents, instruments and deeds at the request and cost of the Promoter for morefully confirming the title to the property and for completing the project.

## 5 OBLIGATIONS AND RIGHTS OF PROMOTER:

5.1 The Promoter shall make their best endeavour to complete the development and construction of "SMRITHI HEIGHTS", as per the sanctioned plan issued by MCC, with due modification or revision of the sanctioned plans as made or caused to be made by the Architect /Engineer of the Promoter and to handover the possession of the residential apartments allotted to the Land Owners, Confirming Party and the Consenting Party within the stipulated time as mentioned in this Agreement, unless the delay is caused due to the reasons such as force majeure and other reasons stated in Clause 14, in addition to the grace period referred herein, an additional grace period proportionate to the delay for reasons stated above shall be granted to the Promoter to complete the Project.

5.2 The Promoter shall execute the work of construction of the building as per specifications / amenities mentioned in Annexure 'A'. The specifications/brand of the items provided in the proposed project may be changed with an equivalent product and the sole discretion of changing the specifications/brand will be that of the Promoter.

5.3 That the Promoter shall pay all dues relating to the property taxes and other dues and outgoings in respect of the Schedule Property from the date of Joint Development Agreement till the date of completion of the Project.

5.4 The Promoter shall be solely responsible as regards to salary, wages and service conditions and terms extended by the agency to their employee/workmen and shall in that connection maintain requisite records and comply with all laws, enactments, rules and regulations and other dealings with employment of contract labour, payment of workmen's compensation, contribution under ESI Act 1948, PF/EPF Act 1952, payment of Minimum Wages, Bonus etc., as may be applicable hereafter. The wages prescribed by the appropriate government under Minimum Wages Act 1948 and all provisions of the Contract Labour Regulation Act of 1967 shall be complied by the agency. The Promoter shall be responsible for all statutory enactments existing at the time of signing this Joint Development Agreement relating to construction of the building.





FOR INDIAN LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director





6. STATUTORY APPROVALS:

The Promoter through the Land Owners and the Consenting Party shall apply for the various statutory approvals from the concerned departments, for the construction of the Project, as detailed herebelow. In case of any delay in the construction work as a result of delay in obtaining such approvals and other per missions required from the various Statutory / Government Departments, the period for completion of the Project shall be extended by such delayed period.

- a) Single Site Approval from Mangaluru Urban Development Authority (MUDA).
- b) Consent for Establishment from Karnataka State Pollution Control Board (KSPCB).
- c) Revised Building Licence as per Present ZR from Mangaluru City Corporation (MCC).
- d) Registration of Project with Real Estate Regulatory Authority (RERA) established under Real Estate (Regulation and Development) Act, 2016.

The Promoter through the Land Owners and the Consenting Party shall apply for the following statutory approvals after the completion of the construction of the Project in the **Schedule Property**.

- a) Consent for operation (CFO) from KSPCB.
- b) Occupancy Certificate from Mangaluru City Corporation (MCC).
- c) Permanent Power Supply from MESCOM.
- d) Door numbers from MCC for the various units in the PROJECT and
- e) Permanent Water Supply from MCC.

7. LAND OWNERS AND THE CONSENTING PARTY'S SHARE / ALLOTMENT:

7.1 Allotment / Share of Land Owners and the Consenting Party in the building constructed in the Schedule Property:

Towards value of the Schedule Property and in consideration of the Land Owners having provided the Schedule Property to the Promoter for the development of the Project as aforesaid and also in consideration of the Consenting Party making payment towards purchasing Premium FAR & TDR for the development of the Project, out of the total Saleable Area in the 'SMRITHI HEIGHTS' Residential Apartments building, 10,557.00 Sq.Ft. Saleable Area allotted to the Land Owners (subject to the adjustments/

For INDIRA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

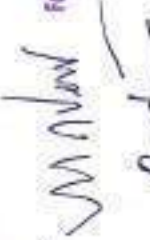


settlements referred above) and **14,983.00 Sq.Ft.** Saleable Area allotted to the **Consenting Party** (subject to the adjustments/ settlements referred above excluding an additional Saleable Area of 2,800.00 Sq.Ft. and subject to revised ZR proposed by MUDA as per Clause No.2.2) along with proportionate undivided interest in the **Schedule Property** and Common Areas & Amenities / Facilities of the said project and proportionate numbers of Car Parking spaces. The residential apartments in the **Schedule Property** allotted to each of the **Land Owners** and the **Confirming Party** (after the adjustments/settlements referred above) and the number of car parking space allotted (as per the present ZR) are specified in the plans provided herewith and annexed hereto as **Annexure-C** and the list of the Allocated Apartments for **Land Owner No. 1** is annexed hereto as **Annexure-C1** and marked in **BLUE** colour and the list of the Allocated Apartments for **Land Owner No. 2** is annexed hereto as **Annexure-C2** and marked in **YELLOW** colour and the list of the Allocated Apartments for **Land Owner No. 3** is annexed hereto as **Annexure-C3** and marked in **ORANGE** colour and the list of the Allocated Apartments for **Confirming Party** is annexed hereto as **Annexure-C4** and marked in **BROWN** colour.

The residential apartments in the **Schedule Property** allotted to the **Consenting Party** and the number of car parking space allotted (as per the present ZR) are specified in the plans provided herewith and the list of the Allocated Apartments for **Consenting Party** is annexed hereto as **Annexure-C5** and marked in **RED** colour.

The residential apartments in the **Schedule Property** allotted to the **Consenting Party** and the number of car parking space allotted (as per the revised ZR proposed by MUDA subject to Clause No.2.2 mentioned above) are specified in the plans provided herewith and list of the Allocated Apartments for **Consenting Party** is annexed hereto as **Annexure-C6** and marked in **PURPLE** colour.

**Note:** 1) If the Saleable Area/Super Built-Up Area of the Residential Apartments chosen by the **Land Owners** and the **Confirming Party** is more than the eligible allotted area, the difference amount per Sq. Ft. for the excess area shall be paid by the **Land Owners** and the **Confirming Party** to the **Consenting Party** as per the prevailing market price at the time of handing over of the Residential Apartments. Likewise, if the Saleable Area/Super Built-Up Area of the Residential Apartments chosen by the **Land Owners** and the **Confirming Party** is less than the eligible allotted area, the difference amount per Sq. Ft. for the short area shall be paid by the **Consenting Party** to the **Land Owners** and the **Confirming Party** as per the prevailing market price at the time of handing over of the Apartments.

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2. Also, the Saleable Area/Super Built-Up Area of the Residential Apartments as per Present ZR chosen by the **Consenting Party** is 25.00 Sq.Ft. (Saleable Area/Super Built-up Area) less than the eligible allotted area and the Saleable Area/Super Built-Up Area of the Residential Apartments as per revised ZR proposed by MUDA chosen by the **Consenting Party** is 100.00 Sq.Ft. (Saleable Area/Super Built-up Area) excess than the eligible allotted area. Hence, the difference amount per Sq. Ft. for the net excess 75.00 Sq.Ft. Saleable Area/Super Built-Up Area shall be paid by the **Consenting Party** to the **Promoter** as per the prevailing market price at the time of handing over of the Apartments.

**8. PROMOTER'S SHARE / ALLOCATION IN THE BUILDING CONSTRUCTED IN SCHEDULE PROPERTY:**

8.1 The **Promoter** only shall invest the entire fund for the construction of the residential apartment building 'SMRITHI HEIGHTS' till the completion and handing over of the said Project for which they are entitled for the entire remaining saleable area in the residential apartments, the commercial spaces and the car parking spaces in the building.

8.2 The entire remaining saleable area (super built-up area) of the 'SMRITHI HEIGHTS' along with car parking spaces and the common areas/restricted areas and facilities of the said Project along with the proportionate undivided right in the **Schedule Property** and Common Areas & Amenities / Facilities of the Project shall belong to the **Promoter** as their share.

8.3 The residential apartments, neighbourhood shops and the number of car parking spaces agreed to be provided / allotted to **Promoter** are specified in the plans annexed hereto as **Annexure - C7** provided herewith and marked in **GREEN** colour.

**9. APPLICABILITY OF TAXES / GST:**

**GST** payable by the **Land Owners, Confirming Party** and the **Consenting Party** for the **SMRITHI HEIGHTS Apartments**.

The **Land Owners, Confirming Party** and the **Consenting Party** shall be liable to bear and pay all applicable GST, as levied by the department pertaining to the Apartments allotted to the share of the **Land Owners, Confirming Party** and the **Consenting Party** under this Joint Development Agreement. The GST for sold or unsold Apartments shall be payable by the **Land Owners, Confirming Party** and the **Consenting Party** to the **Promoter** before taking the possession/ handing over of the Apartments. It is made clear that the **Land Owners, Confirming Party** and

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the **Consenting Party** shall not be made liable for payment of any such tax pertaining to the Residential Apartments allotted to the **Promoter**.

The **Land Owners, Confirming Party** and the **Consenting Party** shall be liable to bear and pay capital gains tax or any other taxes arising on account of this Joint Venture pertaining to their Residential Apartments allotted to them under this Joint Development. The **Land Owners, Confirming Party** and **Consenting Party** shall also be liable to bear and pay capital gains tax, G.S.T. or any other taxes if applicable on the land (Schedule Properties). It is made clear that the **Promoter** shall not be made liable for payment of any such tax pertaining to the Apartments allotted to the **Land Owners, Confirming Party** and the **Consenting Party**. However, the collection and the remittance of the applicable GST to the **Promoter**, pertaining to the residential apartments allocated to the **Land Owners, Confirming Party** and the **Consenting Party** shall be responsibility of the **Consenting Party**.

#### 10. EXECUTION OF IRREVOCABLE GENERAL POWER OF ATTORNEY:

10.1 The **Land Owners** and the **Consenting Party** shall execute an irrevocable General Power of Attorney in respect of the **Schedule Property** in favour of the **Promoter**, empowering the **Promoter** to obtain Licence/Revised Licence & other statutory approvals, electricity connections, drainage connection, water connections, electrical inspectorate permission, represent before RERA and other government authorities, occupation certificate, door numbers, property tax etc., from various authorities and agencies and bodies and execute relinquishment deed as required by the **Promoter** and also empowering the **Promoter** to enter into agreement for sale of the proportionate undivided right in the **Schedule Property** allotted to the partly / fully constructed residential apartments and the neighbourhood shops in the Project, allotted to the share of **Promoter** and receive sale consideration for the same. The **Land Owners, Confirming Party** and the **Consenting Party** shall also empower the **Promoter** to execute the Sale Deeds conveying such undivided interest in the **Schedule Property** and to present the same for registration and receive consideration etc., towards the share of the apartments and the neighbourhood shops allotted to the **Promoter**.

10.2 That, the said Irrevocable General Powers of Attorney stated supra and this Joint Development Agreement for completing the exercise of development / construction of the Project. The said Irrevocable General Powers of Attorney shall be treated as part and parcel of this Joint Development Agreement.

10.3 That, the said Irrevocable General Powers of Attorney shall be valid till the entire period of completion of the Project and shall also remain in force till the

    
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sale / transfer of all the residential apartments and the neighbourhood shops of the **Promoter's** share, to the prospective purchasers by the **Promoter** is complete.

## **11. VARIOUS TYPES OF AREAS PROVIDED IN THE PROJECT:**

11.1 Various types of Areas provided in the Projects are primarily categorised into;

- A) Saleable Areas
- B) Common Areas

These areas are further sub divided and defined as follows;

### **A) SALEABLE AREAS:**

All areas in the Project (inside and outside the building) other than the Common Area specified herein shall be considered in this Area allotted exclusively for the use and benefit of the **Land Owners, Confirming Party** and the **Consenting Party** and / or **Promoter** in the Project and are specifically earmarked to the respective shares of the Parties, which are reserved for sale/conveyance for consideration or to be retained by them, as specified herebelow;

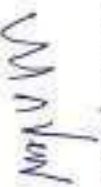
#### **i) Saleable Areas of Residential Apartments:**

The Saleable Areas of the Residential Apartments refer to the plinth area of the residential apartments together with 20% percentage added to the Plinth Area towards proportionate loading of the common areas of the residential building and having proportionate percentage of undivided interest in the **Schedule Property**, Common areas and Amenities / Facilities provided in the Project.

#### **ii) Restricted Saleable Areas for Owners of Residential Apartments:**

Restricted Saleable Areas for owners of residential apartments refer to those areas which can be sold / transferred only to any person who has already purchased residential apartments in the residential building for better usage of the said residential apartments. The **Promoter** reserves the right to specify any required restrictions on the purchasers of such areas for its usage.

The restricted saleable areas for owners of residential apartments can be re-conveyed to the Original Owner (**Land Owners, Confirming Party** or **Consenting Party** or **Promoter** of the Project as the case may be) or interchanged or sold to any other purchaser of residential apartments, as the case may be. The Restricted Saleable Areas for owners of residential apartments shall not be sold by the Original Owner (**Land Owners, Confirming Party** or **Consenting Party** or



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**Promoter)** or the Purchaser (who is the owner of residential apartments) independently to any other third party.

These areas refer to the exclusive rooms and stores together with or without proportionate percentage of undivided interest in the **Schedule Property**, Common areas and Amenities / Facilities provided in the Project.

iii) **Restricted Saleable Areas for Owners of Adjacent / Specific Residential Apartments:**

Restricted Saleable Areas for Adjacent / Specific Owners of residential apartments refer to those areas which includes the exclusive terraces / car parking spaces / other spaces available for sale to the owners of residential apartments adjacent to such areas or to specific owners of residential apartments in the Project together with nominal percentage of undivided interest in the **Schedule Property**, common areas and amenities / facilities provided in the Project. The **Promoter** reserves the right to specify any required restrictions on the purchasers of such areas for its usage.

**B. COMMON AREAS**

All areas in the Project (inside and outside the building), other than the Saleable Areas and Leasable areas shall be considered in this area proportionately belonging to all the owners of the residential apartments of Project as specified herebelow:;

**Common Areas for use of all owners / occupants:**

Common Areas for use of all owners / occupants refer to those common areas in the Project (inside and outside the building), other than the saleable areas, leasable areas, restricted common areas and restricted common area for Adjacent / Specific owners, available for the unrestricted use of all residential apartments owners, residential apartments occupants and visitors / customers.

i) **Restricted Common Areas:**

Restricted Common Areas refer to those Common Areas in the Project (inside and outside the building), where the right of entry / usage is reserved by the **Promoter** or the Owners Association (after the Project is handed over to the Association) and are earmarked for providing common Amenities / Facilities to the Project, such as Generator yard, Transformer yard, Reticulated Gas Bank, common Landscape areas, Electrical Sub Station & Panel Room, STP, Covered Terraces, ducts, etc.

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**Restricted Common Area for Owners of Adjacent / Specific residential Apartments:**

Restricted Common Areas for Adjacent / Specific owners refer to those common areas in the Project (inside and outside the building), where the permanent right of usage of such common area is permitted to the Owners of the residential apartments adjacent to such areas or to specific owners of other residential apartments in the Project by the **Promoter** or the Owners Association (after the Project is handed over to the Association).

The owners of such adjacent apartments or other apartments to whom the usage of such restricted common areas is permitted shall not have any rights of whatsoever nature on such areas other than the permanent right of usage of such area in as is where is condition. However, the terrace area of the residential building "SMRITHI HEIGHTS" shall be utilized as earmarked in the annexures and as mentioned in this Joint Development Agreement.

12. The details of the saleable area, common area, super built up area and percentage of undivided right etc., of the proposed project are given in **Annexure 'B'**.

**13. STAGES / PHASES OF CONSTRUCTION PROJECT**

The **Promoter** at its cost shall execute the development / promotion and handing over of the Project in the following 3 phases.

**I Phase: – Preconstruction Stage:**

- a) Finalising the Scheme of joint development of the Project by the **Landowners** and the **Promoter**.
- b) Finalising the type of project (Based on the various types of projects being developed by the **Promoter**)
- c) Preparing the Floor Plans, Elevation, Sections, Model and other technical details and finalising the same.
- d) Preparing the drawings and other details to apply for the following approvals;
  - i. Single Site Approval from MUDA.
  - ii. Consent for Establishment from Karnataka State Pollution Control Board.
  - iii. Revised Building Licence from MCC as per Present ZR.
- e) Finalising various Contractors and their rates to execute the works.
- f) Project cost estimation
- g) Project Work Times Schedule

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- h) Preparing the **brochures** of the project.
- i) Project Registration with **RERA**.

The period considered for the I<sup>st</sup> phase works is 6 months w.e.f. - 01/04/2024. In case of any delay in completing the I<sup>st</sup> Phase works, the **II<sup>nd</sup> Phase works** shall be proportionately extended.

It is specifically agreed by the Parties that the I<sup>st</sup> Phase works mentioned above is for developing the project as per the provisions of the present ZR and whenever the revised ZR comes into force, the **Promoter** shall apply for all required revised approvals from the various government authorities and if there is any delay in obtaining such revised approvals by which the construction of the Project gets delayed, then the II<sup>nd</sup> Phase works shall be proportionately extended.

### **II Phase - Construction Stage:**

- a) Execution of all works in the site involving various contracting Contractors and suppliers i.e., within the apartments, in the Common Areas and exterior of the building and in the yard and keeping the apartments ready for occupation.
- a) All associated works required to be done for the satisfactory construction, completion and handing over of the project.
- b) Getting permanent power supply, water connection, U.G.D. connection, functioning of lift and generator.

The period considered for the II<sup>nd</sup> Phase work is 30 months, a grace period of 12 months is permitted. However, if there is any delay in getting necessary statutory permissions / revised licences / occupation certificates from any concerned Government Department, the proportionate additional time shall be granted to the **Promoter** to complete the II<sup>nd</sup> phase works.

Also, if the foundation works of the project is delayed beyond the period mentioned in the work time schedule given to the contractor due to unavoidable and unforeseen circumstances, then the project commencement date (Phase II works) mentioned in this agreement shall be extended proportionately to the period of delay in completing the foundation works. The said unavoidable and unforeseen circumstances shall be brought to the notice of **Land Owners** and the **Consenting Party** immediately via email/letter (RPAD). Similarly, the completion date of phase II works and commencement and completion of phase III works shall also be extended proportionately and the same shall be corrected in this agreement manually and acknowledged by both the parties.

### **III Phase - Post Construction Stage:**

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*[Signature]*

*[Signature]*  
Managing Director

*[Signature]*



- a) Execution and registration of Deed of Declaration.
- b) Obtaining all necessary statutory approvals, including Occupation Certificate from the concerned authorities to which applications are filed in Phase -II of the Project.
- c) Obtaining Door Nos. and tax assessment from M.C.C. after getting the occupation certificate.
- d) Obtaining permanent power supply, water connection, U.G.D. connection functioning of lift and generator.
- e) Formation of the Apartment Owners Association and transferring all A/c's and balance of the funds collected by the **Promoter** towards maintenance, to the Association.
- f) Maintaining the project during the fault liability period of 5 years from the date of handing over the project/completion of II phase works (for which the charges along with the services charges of the **Promoter** shall be paid by the owners of the respective Residential Apartments).
- g) Adopting proper procedures for further maintenance of the building in co-ordination with the Association.
- h) Settling the A/c of the project in the following manner:

Clearing the liabilities to all Contractors and Suppliers after they satisfactorily fulfill their responsibilities, and their works/products are found free from defects.

The period considered for the III<sup>rd</sup> Phase work is 12 months from the date of handing over the possession of the Residential Apartments project.

#### **14. FORCE MAJEURE:**

A Party shall not be considered to be in default or breach of this Agreement if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of any act of God, pandemic / epidemic, labour disturbance, failure of supply of materials, act of the public enemy, riot, fire, storm, flood, earthquake, explosion, breakage or accident to machinery or equipment or any other cause or causes beyond the **Promoter's** control, including any curtailment, order, regulation, or restriction imposed by government, or any lawfully established authorities, or delay in getting power supply, water connection, U.G.D. connection, Occupation Certificate or any other licences or permissions from any government / statutory authorities or for any other bonafide reasons which are beyond the control of the **Promoter**, as detailed in this agreement. The **Promoter** shall use their best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of their obligations hereunder. Such Force Majeure event shall be

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notified to the **Land Owners** and the **Consenting Party** in writing specifying the cause of the event, the scope of commitments under the Agreement affected by the event, and a good faith estimate of the time required to restore full performance. If the Force Majeure event continues for a period of more than 30 days from the date of the notice of Force Majeure Event, an additional grace period equivalent to the delay for reasons stated above shall be granted to the **Promoter** to complete the Projects, which shall be recorded in writing and intimated to the **Land Owners** and the **Consenting Party** and purchasers and to RERA. These same provisions shall be incorporated into the Sale Agreements entered by and between the **Land Owners**, the **Consenting Party** and the **Promoter** and the Purchasers of apartments in the Project.

#### **15. HANDING OVER POSSESSION OF THE APARTMENTS:**

15.1 The **Promoter** agrees and understands that timely delivery of possession of the Apartments building constructed in **Schedule Property** to the **Land Owners**, **Confirming Party** and the **Consenting Party** and to the purchasers and the common areas to the Association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The **Promoter** assures to hand over possession of the Residential Apartments along with ready and complete Common Areas with all specifications, Amenities and Facilities of the Project unless there is delay or failure due to "Force Majeure" events as detailed hereabove. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the **Land Owners**, **Confirming Party** and the **Consenting Party** agrees that the **Promoter** shall be entitled to the extension of time for delivery of possession of the Apartments building, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

15.2 If the **Promoter** fails to handover the possession of the Residential Apartments to be allotted to the **Land Owners**, **Confirming Party** and the **Consenting Party** within the stipulated time excepting for delay caused due to any Force Majeure event/s or for any other bonafide reasons beyond the **Promoter's** control as mentioned in detail at Clause No.14, an additional grace period proportionate to the delay will be granted to the **Promoter** to complete the Project. If the **Promoter** further delays the completion and handing over the possession of the Apartments to be allotted to the **Land Owners** and the **Consenting Party**, the **Land Owners** and the **Consenting Party** are at liberty to take any of the following actions.

- a) To issue written notice requiring the **Promoter** to complete the project and hand over the Apartments allotted to the **Land Owners**, **Confirming Party**







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and the **Consenting Party** within 30 (thirty) days from the date of receipt of the said notice.

b) If the **Promoter** further delays the completion and handing over of the possession of the Apartments to be allotted to the **Land Owners, Confirming Party** and the **Consenting Party** beyond the 30 days' notice period mentioned above, the **Land Owners, Confirming Party** and the **Consenting Party** shall be entitled to claim the rental value of the Apartments, on the basis of reasonable monthly rent that the Residential Apartments may fetch if let out from month to month, for the delayed period, beyond the notice period mentioned in **Clause 15.2.(a)** above, up to such date till the **Promoter** hands over the Residential Apartments to the **Landowners, Confirming Party** and the **Consenting Party**.

15.3 It is agreed that the **Promoter** shall not incur any liability for any delay in completion of the building in **Schedule Property** and the delivery of possession of the **Land Owners, Confirming Party** and the **Consenting Party's** share of Residential Apartments, by reason/s of beyond their control or due to any injunction or prohibitory orders (not attributable to any action of **Promoter**) and conditions of force majeure. In the happening of any of the aforesaid events, the **Promoter** shall be entitled to corresponding extension of time for due commence of this Agreement.

15.4 The completion time mentioned hereinabove shall not be applicable if the **Promoter** has to execute the additions or alterations requested by the **Land Owners, Confirming Party** and the **Consenting Party** or the majority of the Purchasers of the Residential Apartments in the building constructed in **Schedule Property**. In such cases, additional time required to attend to such works shall be considered over and above the project execution period mentioned above. Therefore, the project completion period shall also be extended to the extent of such additional time required.

#### 15.5 Procedure for obtaining Physical Possession for undertaking Alteration / Interior works:-

The procedure to be adopted for obtaining Physical Possession for undertaking Alteration / Interior works (before obtaining Legal Handing over) and for obtaining Legal handing over of the Apartment is as follows:

(i) **Intimation Letter:** The purchaser/s of apartment/s shall be intimated by the **Promoter** to take the possession of the Apartment agreed to be purchased by the purchaser/s, as soon as the Apartment is ready for handing over / occupation (Draft of the Intimation Letter is provided in Annexure 'D' to this JDA).

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In the event of the purchaser/s of apartment/s not contacting the **Promoter** for necessary formalities to take the possession of the Apartment within 30 days of receiving the Intimation Letter, the **Promoter** shall send a reminder for the same (Draft of the **Reminder Letter** is provided in **Annexure – 'E'** to this JDA) and if the purchaser/s of apartment/s further delay in completing the formalities to take possession of the Apartment, the **Promoter** shall charge late fee / interest @ 2% above any nationalized bank loan interest for the arrears payable by the purchaser/s, after 15 days from the date of sending the Reminder Letter. The purchaser/s shall also be liable to pay the Maintenance charges of the Apartment from the date of the issue of the Intimation Letter to take possession of the Apartment.

(ii) **Request Letter from purchaser/s:** If the purchaser/s intend/s to undertake Alteration / Interior works before taking the Legal Handing over of the Apartment, the purchaser/s shall submit the Request Letter to the **Promoter** for physical possession of the Apartment to undertake the Alteration / Interior works (Draft of the Request Letter is provided in **Annexure 'F'** to this JDA).

(iii) **Payments to the Promoter and Association:** After sending the Request Letter by the purchaser/s to the **Promoter**, the purchaser/s shall contact the **Promoter** and make all the payments due and payable by the purchaser/s to the **Promoter** and the Association.

(iv) **Undertaking Letter from the Purchaser/s and Handing over key by the Promoter:** After making all the payments by the purchaser/s to the **Promoter** and the Association, the purchaser/s shall handover the duly signed Undertaking Letter to the **Promoter**, agreeing to the terms and conditions to be abided by the purchaser/s while undertaking the Alteration / Interior works (Draft of the Undertaking Letter is provided in **Annexure 'G'** to this Agreement). Thereafter the **Promoter** shall handover one key of the Main Door to the purchaser/s to undertake the Alteration / Interior works in the Apartment.

(v) **Intimation of completing the Alteration / Interior works and Request Letter for Legal Handing over of the Apartment:** If the purchaser/s has/have undertaken the Alteration / Interior works in the Apartment, he/she/they shall intimate the **Promoter** (in writing) on completion of such works. After the full payments are made by the purchaser/s to the **Promoter** as per this Agreement, the purchaser/s shall submit a Request Letter to the **Promoter**, for executing and registering the Sale Deed of the Apartment to issue Possession Certificate for the Legal Handing over of the Apartment (Draft of the Request Letter is provided in **Annexure 'H'** to this JDA).

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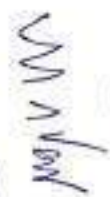
(vi) Possession Certificate and handing over all the keys: After receiving the Request Letter in (ii) above, the Promoter, after verification of the completion of the Alteration / Interior works (if applicable) and receipts of payments made to the Promoter and Association, as applicable, shall execute and register the Sale Deed of the Apartment jointly with the Promoter, in favour of the purchaser/s. The Promoter shall also issue Possession Certificate to the purchaser/s, for the Legal Handing over of the Apartment and also hand over all the keys of the Apartment to the purchaser/s, (taking into consideration the keys already handed over to the purchaser/s for undertaking Alteration / Interior works, wherever applicable). The draft of the Possession Certificate is provided in Annexure 'I' to this JDA.

(vii) Acceptance Letter from the purchaser/s: The purchaser/s, on receipt of the Possession Certificate and keys of the Apartment (including the keys taken by the purchaser/s for undertaking Alteration / Interior works) shall issue an Acceptance Letter to the Promoter as a receipt / acknowledgement of receiving the Legal Handing over of the Apartment (Draft of the Acceptance Letter is provided in Annexure 'J' to this JDA).

(viii) Settlement of Accounts: The Land Owners, the Consenting Party and the Promoter shall verify the following payments to be made by the purchaser/s before executing and registering the Sale Deed in favour of the purchaser/s of the Apartment in the building constructed on the Schedule Property;

- a. Apartment & GST (paid by the purchaser/s to the Promoter or Land Owners or Consenting Party)
- b. Miscellaneous expenses (paid by the purchaser/s to the Promoter).
- c. Deposits (paid by the purchaser/s to the Promoter / Association)
- d. Alteration works (Paid by the purchaser/s to the Contractors / Promoter or Land Owners or Consenting Party).

15.6 Procedure for taking Legal possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing to the Land Owners or Consenting Party / purchaser/s in terms of this JDA and in terms of the Sale Agreement executed with such purchaser/s, that the possession of the Apartments to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the purchaser/s shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Purchasers in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

  
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15.7 The legal handing over of the Apartment shall be given to the purchaser/s subject to the purchaser/s making all the payments to the Promoter / Association as mentioned hereinabove.

15.8 **Failure of purchaser/s to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per Clause No. 15.5(i), the Land Owners or Consenting Party / purchasers shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the purchaser/s. In case the purchaser/s fail/s to take possession within the time provided in Clause No. 15.5(i) such purchaser/s shall continue to be liable to pay maintenance charges to the Promoter / Association.

**16. SALE OF SHARE OF APARTMENTS OF LAND OWNERS AND THE CONSENTING PARTY:**

16.1 In case the Land Owners and the Consenting Party want to sell their share of Residential Apartments in the building constructed on the **Schedule Property**, during the period of construction of the Project, in order to avoid confusion and conflicting agreements and to bring about uniformity in dealings, the parties have arrived at the understanding that the documentation of sale of all or any of the Residential Apartments allotted to the share of the Land Owners, **Consenting Party** and the **Consenting Party** shall be channelized and finalized through the **Promoter**, which shall continue until the completion of the construction of the Project and handing over of the Residential Apartments to be allotted to the share of the Land Owners, **Consenting Party** and the **Consenting Party** or until the **Promoter** complete the sale of their share of Residential Apartments in the building constructed on the **Schedule Property** whichever is later. Once the construction is completed the Land Owners, **Consenting Party** and the **Consenting Party** shall independently sell or deal with such of the Residential Apartments allotted to their share, as they deem fit. Any variation from the minimum agreed sale price shall be made only if mutually agreed upon by the Land Owners, **Consenting Party**, **Consenting Party** and the **Promoter**.

16.2 The Land Owners, **Consenting Party**, **Consenting Party** and the **Promoter** shall receive the entire consideration towards the Residential Apartments and the car park from the Purchaser/s from the sale of Residential Apartments allotted to them respectively in the building constructed on the **Schedule Property** as per terms of this Agreement. It is also agreed between the Land Owners, **Consenting Party**, **Consenting Party** and the **Promoter** that the Deposits and miscellaneous charges such as MESCOM Charges, Water Connection Charges,



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Door Number Charges etc., as detailed in Clause No.22.2 and the extra work charges shall be paid by the Purchaser/s directly to the Promoter only. In case of such payments are received by the Land Owners, Confirming Party or the Consenting Party, they shall immediately make such payments received from the Purchaser/s to the Promoter. In the event of purchaser/s of Residential Apartments allotted to the Land Owners, Confirming Party and the Consenting Party failing to make payment mentioned hereinabove within the stipulated time, the Land Owners, Confirming Party and the Consenting Party shall be responsible to pay the amount due to the Promoter.

16.3 That, the Land Owners, Confirming Party and the Consenting Party shall inform the Promoter in writing about the sale of apartments allotted to their share and shall enter into agreements / deeds as per the standard format prepared and approved by the Promoter, in order to avoid confusion and conflicts in the various terms and conditions of the agreements / deeds and also the terms and conditions mutually agreed herein in this Joint Development Agreement by the Land Owners, Confirming Party and the Consenting Party and the Promoter.

## 17. NOTICES:

That, all notices to be served on the Land Owners, Confirming Party, the Consenting Party and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Land Owners or the Confirming Party or the Consenting Party or the Promoter by Registered Post at their respective addresses specified below:

### Land Owners:

Mr. M.S.VENKATRAMANA BHAT,  
R/o. #3-27-2237/1,  
"Vishal", Kadri Rocks Road,  
Kadri Kambla,  
Mangalore.  
Contact No. 98440 42041

Mr. M. BALAKRISHNA SIVARNA,  
S/o. Late K. Koragappa,  
R/o. # 3-75/2, Krishna Nivas,  
Nathi House, Maroli,  
Mangalore - 575005  
Contact No. 94480 12073

  
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**Mr. SHEKHAR,**

S/o. Late Narayana Poojary,  
R/o. # 3-84/1, Thare Thota Road,  
Maroli Village,  
Mangalore - 575005.

Contact No. 94821 90761

**Confirming Party**

**Mr. JITHIN MAROLI,**

S/o. Mr. M. Balakrishna Suvama,  
R/o. # 3-75/2, Krishna Nivas,  
Natti House, Maroli,  
Mangalore - 575005.

Contact No. 97438 78000

**Consenting Party**

**Mr. GURUMURTHY RAO,**

#3-51-176, Planet S K S,  
Flat No. 2301, N H 66,  
Kadri Hills, Kadri,  
Mangalore - 575004.

Contact No. 98450 83418

**Promoter:**

**M/s. Nidhi Land Infrastructure Developers India (P) Ltd.,**

Managing Director

Mr. Prashanth K. Sanil,

5<sup>th</sup> Floor, New Berry Enclave,

Bejai Kapikad Road,

Mangalore - 575004.

Contact No. 99867 66999

Email: [info@nidhiland.com](mailto:info@nidhiland.com)

All Correspondence and Notices issued as mentioned above shall be deemed to have been served as follows:

- (i) if delivered by hand, at the time of delivery;
- (ii) if posted by registered post or through courier service, at the expiration of 3 (three) days after the envelope containing the same was delivered



  
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into the custody of the postal authorities;

- (iii) if communicated by email, if successfully sent to the given email ID.

It shall be the duty of the **Land Owners**, the **Confirming Party**, the **Consenting Party** and the **Promoter** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by email / Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **Promoter** or the **Land Owners** or the **Confirming Party** or the **Consenting Party**, as the case may be.

#### **18. OTHER TERMS & CONDITIONS:**

18.1 Out of the Residential Apartments agreed to be given to the **Land Owners**, **Confirming Party** and the **Consenting Party**, if the **Land Owners**, **Confirming Party** and the **Consenting Party** wish to retain any Residential Apartments in their name in the building constructed on the **Schedule Property**, the **Land Owners**, **Confirming Party** and the **Consenting Party** shall complete all the legal formalities to take over the possession of the Residential Apartments and shall bear the registration expenses and also shall pay all the standard miscellaneous charges that are necessary, while taking over the possession of the Residential Apartments. The **Promoter** shall have no responsibility with regard to any internal bifurcation of the area allotted to the **Land Owners**, **Confirming Party** and the **Consenting Party**.

18.2 Both the **Land Owners**, **Confirming Party** and the **Consenting Party** and the **Promoter** by mutual consent in writing are at liberty to interchange or exchange the apartments allotted to them under this agreement. In case of such exchange, the party requiring the exchange shall be allotted an equally important apartment.

18.3 The **Promoter** during the construction of the proposed project shall carryout all the activities / work and the payments towards the Project as per the standard norms followed by them in their similar ongoing Project and the **Land Owners**, **Confirming Party** and the **Consenting Party** shall not object in such matters.

18.4 The **Land Owners**, **Confirming Party** and the **Consenting Party** shall be entitled to make their own arrangements for supervising the construction of the residential apartment building constructed on the **Schedule Property**. If any discrepancies are found, they should be brought to the notice of the **Promoter** in writing immediately and the **Promoter** assures to do the remedial measures wherever found necessary. Under any circumstances, the **Land Owners**, **Confirming Party** and the **Consenting Party** shall not be entitled to restrain or

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stop the construction of the Project. However, if the **Land Owners, Confirming Party** and the **Consenting Party** believe at any time if there is any violation or breach of any conditions of this agreement by the **Promoter**, the same shall be brought to the notice of the **Promoter** in writing immediately.

18.5 No party shall be entitled to assign, transfer, makeover, delegate, charge encumber or mortgage or convey or change the existing constitution in any manner or in any guise whatsoever his/its interest/right under this agreement, without the written consent of the other party.

18.6 The **Promoter** shall be permitted to put up advertisement boards upon the said property during the course of construction of the proposed project.

18.7 It is mutually agreed that the Logo of the **Promoter** shall be displayed in all the places of the Project.

18.8 Defacto possession of the Project shall be deemed to be with the **Promoter**.

18.9 That, the parties have mutually agreed to the name proposed for the residential building to be developed in the **Schedule Property** as "**SMRITHI HEIGHTS**" and the said name shall not be changed unless the parties herein agree/ consent of such change or new name.

18.10 The **Promoter** shall be solely responsible for any action or cases that may arise from anybody, individually or collectively or from any authorities on account of the development / promotion / construction of the building or payment of fines, penalties or any other claims from third parties. However, if any claims/issues pertaining to the title of the **Schedule Property**, then the **Land Owners, Confirming Party** and the **Consenting Party** shall be responsible.

#### 19. CUSTODY OF THE ORIGINAL TITLE DEEDS:

19.1 The **Land Owners** and the **Consenting Party** shall deposit with the **Promoter** all the original title deeds in respect of the **Schedule Property** to be kept by the **Promoter** in trust and safe custody for and on behalf of the **Land Owners, Confirming Party** and the **Consenting Party** at the time of signing this agreement and shall execute receipt thereof. Further, the **Promoter** undertakes and confirms that the handing over the title deeds as above is only for purpose of safe custody and does not entitle the **Promoter** to create either any mortgage/encumbrance or effect transfer or raise any loan or in any manner dilute the title and value of the property except with the written permission of the **Land Owners, Confirming Party** and the **Consenting Party**. In case the **Land Owners, Confirming Party** and the **Consenting Party** require the original



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title deeds, the Promoter shall co-operate with the Land Owners, Confirming Party and the Consenting Party.

19.2 Upon completion of the Project and upon formation of the Apartments Owners Association of Project and on completion of sale of all the residential apartments belonging to the Promoter and the Land Owners, the Confirming Party and the Consenting Party, the Promoter shall deliver the original title deeds to the Association of the Apartments Owners.

## 20. VISITORS PARKING:

That, the Promoter reserves the right to assign specific car parking spaces for visitors parking in the Project. The Visitors parking spaces are the specific parking areas which are designated for short term visitor parking. These areas are part of the restricted common areas of the Project. Visitors parking space shall be made available on a nonexclusive and common use of all the visitors and guests of the apartment owners / tenants / occupants of the Project. The rules and guidelines for the use of visitors parking shall be solely decided by the Promoter, till the date of handing over possession of the Project to the Association.

## 21. THE KARNATAKA APARTMENT OWNERSHIP ACT, 1972:

21.1 The Land Owners and the Consenting Party and the Promoter shall join in the execution of the Deed of Declaration for the purpose of submitting the residential apartments of "SMRITHI HEIGHTS" Apartments in its entirety in accordance with the Provisions of the Karnataka Apartment Ownership Act (Karnataka Act 17 of 1973). The Land Owners, Confirming Party and the Consenting Party and the Promoter showing compliance of various laws / regulations as applicable in the State of Karnataka and its revision thereafter from time to time.

## 22. COMMENCEMENT OF MAINTENANCE CHARGES:

22.1 That, the Maintenance period and levying of Common Area Maintenance (CAM) charges shall commence after completion of the following activities;

- i) Completion of all works in the Common areas and Amenities / Facilities.
- ii) Handing over physical possession / intimating in writing to take over physical possession, of the fully completed Apartment (the apartments where the allottees have requested for alterations shall also be considered as completed apartments for this purpose) for atleast 33% of the sold Apartments.
- iii) Completion of all works inside the Apartments, for atleast one third of the total Apartments in the Project.

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**22.2 PAYMENT OF COMMON AREA MAINTENANCE (CAM) DEPOSIT AND  
OTHER MISCELLANEOUS CHARGES:**

That, the Common Area Maintenance (CAM) Deposit, Electricity Deposit and Interest Free Refundable Security Deposit shall be collected from the **Land Owners**, the **Confirming Party** and the **Consenting Party** and / the purchaser/s of individual apartments and utilised by the **Promoter / Association** as detailed herebelow;

(i) The purchaser/s of individual apartments shall pay the Common Area Maintenance (CAM) Deposit at the rate fixed by **Promoter**, on the Super Built-up Area of the Apartment, which shall be transferred to the Association and maintained in a separate 'Deposit Account' and used for payment of arrears towards CAM charges by the apartment owners who are not occupying the apartments / premises. However, the defaulted apartment owners shall pay the entire arrears with interest to the Association, before occupying the apartment. The amount utilised from the 'Deposit Account' towards the payment of CAM charges of any non-resident apartment owner shall be returned to that account when the arrears in CAM charges are collected (along with interest for the defaulted period) from such defaulted apartment owner, before occupying the apartment.

(ii) The purchaser/s of the apartments shall pay the Interest Free Refundable Security Deposit at the rate fixed by **Promoter**, on the Super Built-up Area of the Apartment which shall be adjusted towards the cost of rectifying the damages caused to the common areas, if any, by the workers / agencies while undertaking the alteration works / interior works in the apartment, towards the cost of removal and transportation of debris generated while undertaking the alteration works / interior works in the apartment and towards electricity charges payable by the apartment owner during the period of undertaking alteration works and interior works. The balance amount, if any, shall be adjusted towards the Sinking Fund charges payable by the owners of the apartment / premises / room.

(iii) Advance CAM charges and Electricity charges for 6 months is collected from the purchaser/s on approximate basis. The actual cost of CAM charges and Electricity charges shall be assessed after formation of the Association and the difference in the amount paid and amount payable shall be adjusted for the payment of such charges by the purchaser/s after the formation of the Association.

  
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All the above payments shall be made to the **Promoter** / Association of the apartment owners before taking physical possession of the Apartment or before the execution of Sale Deed whichever is earlier.

- (iv) That, the miscellaneous expenses including the MESCOM meter charges, deposits (3 MMD & MSD), supervision charges & line extension charges of MESCOM, Door number miscellaneous charges, water connection charges of Mangaluru City Corporation, Gas meter charges etc., shall be paid by the **Land Owners**, the **Confirming Party** and the **Consenting Party** / or their transferees to the **Promoter** at the time of taking physical possession or before the execution of Sale Deed in favour of the purchaser/s whichever is earlier.

### **23. PAYMENT OF PROPERTY TAX:**

- 23.1 As and from the date of obtaining Occupation Certificate of the Project from Mangaluru City Corporation, the **Land Owners**, the **Confirming Party** and the **Consenting Party** and/or its transferees and the **Promoter** and/or its transferees shall exclusively responsible to pay the property taxes or any other outgoings for their respective allocation to the concerned Government / local authorities or as levied by the appropriate Authorities or otherwise as may be mutually agreed upon between the **Promoter** and the **Landowners**, **Confirming Party** and the **Consenting Party**.

### **24. LEGAL COMPLIANCES:**

- 24.1 The **Promoter** shall comply with the requirement of the RERA (Real Estate Regulation & Development) Act 2016 and Karnataka Rules 2017 passed thereon by registering the project before the Karnataka Real Estate Regulating Authority.

- 24.2 It is mutually agreed between the parties herein that, a Deed of Declaration shall be executed and registered before registration of Residential Apartments by the parties herein, declaring the area of each Residential Apartment, its percentage of undivided rights in the common area and facilities including land, rights and liabilities of the Purchaser/s of the Residential Apartments in the said Project including payment of maintenance charges towards common areas and facilities, the restrictions with regard to the use of the Residential Apartment and also to make a provision to form association for the governance of common areas and facilities of the residential building to be constructed in the **Schedule Property**.

### **25. INDEMNITY**

  
For MUDA LAND INFRASTRUCTURE DEVELOPERS MUDA (P) LTD.  
  
  
Managing Director



- a) The Land Owners, Confirming Party and the Consenting Party shall keep indemnified and hold harmless the Promoter against any loss or liabilities, cost/s or claims, actions or proceedings or third party claims that may arise against the Promoter on account of any claim or arising on account of any omission or commission to want of title on the part of Land Owners, the Confirming Party and the Consenting Party to the extent of their undivided right in the Schedule Property and allotted to them.
- b) The Promoter shall keep the Land Owners, Confirming Party and the Consenting Party fully indemnified and harmless against any loss or liability, cost/s or claim/s, action/s or proceedings towards the construction defects if any that may arise against the Land Owners, Confirming Party and the Consenting Party or on their share of apartments, by reason of any failure on the part of Promoter to discharge its liability /obligation under this agreement or on account of any act/s of omission/s or commission/s in using the Schedule Property.

**26. EXECUTION, REGISTRATION AND PAYMENT OF STAMP DUTY.**

This Joint Development Agreement shall be prepared in two sets including the original. The original shall be retained by the Promoter and the duplicate shall be retained by the Consenting Party and which shall form their respective documents of title in respect of the Residential Apartments allotted to them as detailed in the Joint Development Agreement. In event of requirement regarding the registration of Joint Development Agreement, the stamp duty and registration fee and other expenses shall be paid by the Promoter and Land Owners, the Confirming Party and the Consenting Party equally.

**27. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, Annexures etc., constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the "SMRITHI HEIGHTS Project, as the case may be.

**28. RIGHT TO AMEND:**

That, no change modification or alterations to this Joint Development Agreement shall be done without the written consent of the Land Owners, the Confirming Party and the Consenting Party and Promoter. The parties hereto undertake not to contravene any of the terms of this Joint Development Agreement.

**29. GOVERNING LAW:**

For NUDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

  
Managing Director







That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the RERA Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

### 30. ARBITRATION & JURISDICTION:

In case of any dispute between the parties to this agreement regarding the interpretation of the terms and conditions of this agreement or its enforcement or compliance or non-compliance or anything arising out of this agreement or in relation thereto or on account of anything done pursuant thereto and any matter whatsoever touching this agreement between the parties to this deed or their legal representatives etc., it shall be referred to and settled by arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 and the decision of the Arbitrator shall be final and binding on both the parties. The Arbitrator for the said purpose shall be Advocate M. S. Krishna Prasad, Ram Bhavan Complex, Kodialbail, Mangaluru.

### SCHEDULE PROPERTY DESCRIPTION OF THE PROPERTY

Non-agricultural converted immovable property, situated in Maroli Village, Mangalore Taluk within Mangalore City Corporation limits, within the Registration Sub-District of Mangalore Taluk D.K District and comprised in:-

| Item No. | Sy. No.                                       | Kissam    | Extent A.C |
|----------|-----------------------------------------------|-----------|------------|
| 1.       | 21/19(Part)                                   | Converted | 0-03.65    |
| 2.       | 21/7(Part)                                    | Converted | 0-11.00    |
| 3.       | 21/19(Part)                                   | Converted | 0-06.00    |
| 4.       | 23/3P5                                        | Converted | 0-03.00    |
| 5.       | 21/7F1+F2<br>(As per Conversion order 21-7P5) | Converted | 0-29.01    |
| 6.       | 23/3F<br>(As per Conversion Order 23-3P1)     | Converted | 0-02.50    |
| 7.       | 21/7P4                                        | Converted | 0-10.00    |
| Total :  |                                               |           | 0-65.16    |

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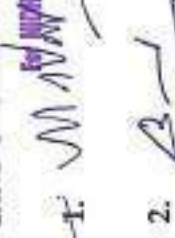
Together from compact block and other mamool and easementary rights of way, water appurtenant thereto Item No.1 to 7 from one compact block and bounded on:

Boundaries:

North : Remaining Portion of same Sy. No.  
South : Road  
East : Sub Division Line.  
West : Road.

The above property is situated at Maroli Village, Ward No. 37, Block No. 3, Street No. 545, National Highway (South), Cross Road.

IN WITNESS WHEREOF, the PARTIES signed this JOINT DEVELOPMENT AGREEMENT on this the 6<sup>th</sup> day of March 2024 at Mangaluru.

| CONSENTING PARTY                                                                      | LAND OWNERS                                                                             | PROMOTER                                                                                                                                       | CONFIRMING PARTY |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
|  | 1.  | <br>S/o K. Krishnaappa<br>Kether Poolam,<br>M'lore - 576019 |                  |
|                                                                                       | 2.  |                                                                                                                                                |                  |
|                                                                                       | 3.  |                                                                                                                                                |                  |

WITNESSES: 1.

Mr William Antony Dsouza  
S/o Let Antony Dsouza  
#01 Family Apartment  
Bendwe, Kadri  
Mangalore  
Drafted By: 

B. Nayana Pai,  
Advocate,  
Mangalore.



## ANNEXURE 'A'

### SMRITHI HEIGHTS

#### SPECIFICATIONS OF AMENITIES / FACILITIES

##### HIGHLIGHTS

- ENGINEERED FACTORY FINISHED SOLID WOOD PU Coated / Polished Main Entrance Doors / Frames.

- CONCRETE DOOR FRAME with FLUSH DOOR Shutters for Internal doors.
- CONCRETE FRAME with Fibro tech shutters for Toilets.
- STANDARD FIXTURES for Doors & Windows.
- ANODIZED / POWDER COATED ALUMINIUM windows with M.S. Grills.
- Good Quality VITRIFIED TILE FLOORING (2'X2') inside the Apartments and

Ceramic tile flooring for Common passage and Staircase.

- DESIGNED GLAZED TILES for Toilets and Kitchen (24" above Platform).
- ENTRANCE LOBBY with VITRIFIED (2'X2') TILE FLOORING.
- GRANITE PLATFORM with Stainless Steel Sink for Kitchen.
- M.S. RAILINGS for Balconies & Staircase.
- MODULAR ELECTRICAL SWITCHES.
- PUTTY FINISHED ACRYLIC EMULSION painting for ceilings & walls.
- Provision for CABLE TV / DTH / TELEPHONE connectivity all Apartments.
- CITY GAS / RETICULATED CONNECTION for all Kitchens.
- C. C. T. V. Surveillance Camera (Maximum at Four Locations inside the

Campus).

  
  
  
For **INDIAN LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.**  
Managing Director



- **WHITE / PASTEL\* COLOURED SANITARY WARE** in all Toilets.
- **STANDARD PLUMBING FITTINGS** for Toilets & Kitchen.
- **TWO AUTOMATIC ELEVATORS** of Eight (8) passenger capacity.
- **GENERATOR BACK UP** with sound proof acoustic enclosure for lighting in each Apartment and Common areas, lift and Pump.
- **INTERCOM CONNECTION.**
- **RECREATION / MULTIPURPOSE SPACE** in the Terrace floor.
- **SECURITY ROOM and COMMON TOILET.**
- **OPEN / COVERED CAR PARKING.**
- **CONCRETE INTERLOCK PAVING** for Car parking and Yard.
- **COMPOUND WALL and GATE.**

#### **GENERAL**

- Fully framed R.C.C. structure with laterite masonry for external walls.
- Electrical fittings for Recreation Space, Common areas, Car Parking and Yard.
- Double coat exterior plastering with Water Proof Compound.
- Interior Walls: Putty finished acrylic emulsion painting or equivalent for inside walls and ceilings.
- Exterior: Wall surface painted with exterior grade anti-fungal paint of reputed brand.
- Good quality Anti-Skid ceramic tiled flooring and Glazed Tile dado up to full height in shower area and up to 4'0" height for the rest of the areas inside Toilets.
- Inside Doors: Concrete Door frame with Flush door shutters.
- Toilet Door: Concrete Door frame with Fibro tech shutters.



FOR MICH LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

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- Anodized / Powder Coated Aluminium windows with M.S. Grills.
- Standard Fixtures for Doors & Windows.
- 3KW Power provided for 2BHK & 4KW for 3BHK Apartments with single-phase meter.
- Automatic water level controller for overhead tank.
- Covered Terrace with good quality Roofing Sheets.
- Overhead water tank and underground Sump tank with required Pumps.
- Water supply either through Borewell or through Corporation water supply.

### BEDROOMS

- Provision for A.C. Point in Master Bedroom.

### DRAWING / DINING / KITCHEN

- Provision for TV point and Intercom in Drawing Room.
- Call Bell provision in the Dining.
- Provision for Geyser and Exhaust fan in all Toilets.
- Polished granite platform with standard size quality Stainless steel Sink.
- Good quality ceramic glazed wall tiles above Kitchen platform up to 2'0" height.
- Provision for Water purifier, Exhaust fan and adequate power points in Kitchen.
- Provision for Washing machine point with plumbing and drainage line in utility.
- 5 Amps point in Living Room Balcony.

MANVENDRA  
B-1  
CHITRA

For MCHH LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

11/11



### BATHROOMS:

- Water Proof Treatment for RCC slab.
- Pressure checked Plumbing and drainage lines to ensure total leak proof

#### Bathrooms.

- Grid Type False Ceiling.
- Provision for Control Valve in each Bathroom.
- Designed wall tiles up to full height in the shower area and up to 4' height at rest of the area in all Bathrooms.
- Good quality Sanitary fittings in all Toilets.
- Good quality plumbing CP Fittings for Toilets and Kitchen.
- Provision for Geyser in all Bathrooms.
- White / Pastel\* colored European Water Closet (EWC) and Wash Basins for Master Bedroom Toilets.
- White / Pastel\* colored Anglo-Indian Water Closet with open type flush tanks for other Bedroom Toilets.

### NOTE:

The Brand / Make of items mentioned above may be replaced with equivalent Brand.



For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

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# ANNEXURE 'B'

## AREA SCHEDULE (AS PER REVISED ZR) 'SMRITHI RESIDENCES, THARETHOTA

| Sl. No. | Flat No.    | Floor                | TYPE     | Super Built-Up Area<br>(Round Off) | % of Undivided<br>Right (Land &<br>Common Areas) |
|---------|-------------|----------------------|----------|------------------------------------|--------------------------------------------------|
|         | CAR PARKING | LOWER BASEMENT FLOOR | 41       |                                    | 0.410                                            |
|         | CAR PARKING | UPPER BASEMENT FLOOR | 41       |                                    | 0.410                                            |
|         | CAR PARKING | LOWER GROUND FLOOR   | 12       |                                    | 0.120                                            |
| 1       | LG-1        | LOWER GROUND FLOOR   | N.H.SHOP | 1215.00                            | 1.243                                            |
| 2       | UG-01       | UPPER GROUND FLOOR   | N.H.SHOP | 1175.00                            | 1.202                                            |
| 1       | LG01        | LOWER GROUND FLOOR   | 2BHK     | 1005.00                            | 1.028                                            |
| 2       | LG02        | LOWER GROUND FLOOR   | 2BHK     | 1000.00                            | 1.023                                            |
| 3       | LG03        | LOWER GROUND FLOOR   | 3BHK     | 1425.00                            | 1.458                                            |
| 4       | LG04        | LOWER GROUND FLOOR   | 2BHK     | 1065.00                            | 1.089                                            |
| 5       | LG05        | LOWER GROUND FLOOR   | 3BHK     | 1320.00                            | 1.350                                            |
| 6       | LG06        | LOWER GROUND FLOOR   | 2BHK     | 1110.00                            | 1.135                                            |
| 7       | LG07        | LOWER GROUND FLOOR   | 1BHK     | 740.00                             | 0.757                                            |
| 8       | UG01        | UPPER GROUND FLOOR   | 2BHK     | 1005.00                            | 1.028                                            |
| 9       | UG02        | UPPER GROUND FLOOR   | 2BHK     | 1000.00                            | 1.023                                            |
| 10      | UG03        | UPPER GROUND FLOOR   | 3BHK     | 1425.00                            | 1.458                                            |
| 11      | UG04        | UPPER GROUND FLOOR   | 2BHK     | 1065.00                            | 1.089                                            |
| 12      | UG05        | UPPER GROUND FLOOR   | 3BHK     | 1320.00                            | 1.350                                            |
| 13      | UG06        | UPPER GROUND FLOOR   | 2BHK     | 1115.00                            | 1.140                                            |
| 14      | UG07        | UPPER GROUND FLOOR   | 2BHK     | 1115.00                            | 1.140                                            |
| 15      | UG08        | UPPER GROUND FLOOR   | 2BHK     | 1125.00                            | 1.151                                            |
| 16      | UG09        | UPPER GROUND FLOOR   | 2BHK     | 995.00                             | 1.018                                            |
| 17      | UG11        | UPPER GROUND FLOOR   | 2BHK     | 1110.00                            | 1.135                                            |
| 18      | 101         | FIRST FLOOR          | 2BHK     | 1005.00                            | 1.028                                            |
| 19      | 102         | FIRST FLOOR          | 2BHK     | 1000.00                            | 1.023                                            |
| 20      | 103         | FIRST FLOOR          | 3BHK     | 1470.00                            | 1.504                                            |
| 21      | 104         | FIRST FLOOR          | 2BHK     | 1065.00                            | 1.089                                            |
| 22      | 105         | FIRST FLOOR          | 3BHK     | 1430.00                            | 1.463                                            |
| 23      | 106         | FIRST FLOOR          | 2BHK     | 1115.00                            | 1.140                                            |
| 24      | 107         | FIRST FLOOR          | 2BHK     | 1115.00                            | 1.140                                            |
| 25      | 108         | FIRST FLOOR          | 2BHK     | 1125.00                            | 1.151                                            |
| 26      | 109         | FIRST FLOOR          | 2BHK     | 1000.00                            | 1.023                                            |
| 27      | 110         | FIRST FLOOR          | 2BHK     | 1070.00                            | 1.094                                            |
| 28      | 111         | FIRST FLOOR          | 2BHK     | 1110.00                            | 1.135                                            |
| 29      | 201         | SECOND FLOOR         | 2BHK     | 1005.00                            | 1.028                                            |
| 30      | 202         | SECOND FLOOR         | 2BHK     | 1000.00                            | 1.023                                            |
| 31      | 203         | SECOND FLOOR         | 3BHK     | 1470.00                            | 1.504                                            |
| 32      | 204         | SECOND FLOOR         | 2BHK     | 1065.00                            | 1.089                                            |
| 33      | 205         | SECOND FLOOR         | 3BHK     | 1430.00                            | 1.463                                            |
| 34      | 206         | SECOND FLOOR         | 2BHK     | 1115.00                            | 1.140                                            |
| 35      | 207         | SECOND FLOOR         | 2BHK     | 1115.00                            | 1.140                                            |
| 36      | 208         | SECOND FLOOR         | 2BHK     | 1125.00                            | 1.151                                            |
| 37      | 209         | SECOND FLOOR         | 2BHK     | 1000.00                            | 1.023                                            |
| 38      | 210         | SECOND FLOOR         | 2BHK     | 1070.00                            | 1.094                                            |
| 39      | 211         | SECOND FLOOR         | 2BHK     | 1110.00                            | 1.135                                            |

For INDIA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director



|    |         |               |      |           |         |
|----|---------|---------------|------|-----------|---------|
| 40 | 301     | THIRD FLOOR   | 2BHK | 1005.00   | 1.028   |
| 41 | 302     | THIRD FLOOR   | 2BHK | 1000.00   | 1.023   |
| 42 | 303     | THIRD FLOOR   | 3BHK | 1470.00   | 1.504   |
| 43 | 304     | THIRD FLOOR   | 2BHK | 1065.00   | 1.089   |
| 44 | 305     | THIRD FLOOR   | 3BHK | 1430.00   | 1.463   |
| 45 | 306     | THIRD FLOOR   | 2BHK | 1115.00   | 1.140   |
| 46 | 307     | THIRD FLOOR   | 2BHK | 1115.00   | 1.140   |
| 47 | 308     | THIRD FLOOR   | 2BHK | 1125.00   | 1.151   |
| 48 | 309     | THIRD FLOOR   | 2BHK | 1000.00   | 1.023   |
| 49 | 310     | THIRD FLOOR   | 2BHK | 1070.00   | 1.094   |
| 50 | 311     | THIRD FLOOR   | 2BHK | 1110.00   | 1.135   |
| 51 | 401     | FOURTH FLOOR  | 2BHK | 1005.00   | 1.028   |
| 52 | 402     | FOURTH FLOOR  | 2BHK | 1000.00   | 1.023   |
| 53 | 403     | FOURTH FLOOR  | 3BHK | 1470.00   | 1.504   |
| 54 | 404     | FOURTH FLOOR  | 2BHK | 1065.00   | 1.089   |
| 55 | 405     | FOURTH FLOOR  | 3BHK | 1430.00   | 1.463   |
| 56 | 406     | FOURTH FLOOR  | 2BHK | 1115.00   | 1.140   |
| 57 | 407     | FOURTH FLOOR  | 2BHK | 1115.00   | 1.140   |
| 58 | 408     | FOURTH FLOOR  | 2BHK | 1125.00   | 1.151   |
| 59 | 409     | FOURTH FLOOR  | 2BHK | 1000.00   | 1.023   |
| 60 | 410     | FOURTH FLOOR  | 2BHK | 1070.00   | 1.094   |
| 61 | 411     | FOURTH FLOOR  | 2BHK | 1110.00   | 1.135   |
| 62 | 501     | FIFTH FLOOR   | 2BHK | 1005.00   | 1.028   |
| 63 | 502     | FIFTH FLOOR   | 2BHK | 1000.00   | 1.023   |
| 64 | 503     | FIFTH FLOOR   | 3BHK | 1470.00   | 1.504   |
| 65 | 504     | FIFTH FLOOR   | 2BHK | 1065.00   | 1.089   |
| 66 | 505     | FIFTH FLOOR   | 3BHK | 1430.00   | 1.463   |
| 67 | 506     | FIFTH FLOOR   | 2BHK | 1115.00   | 1.140   |
| 68 | 507     | FIFTH FLOOR   | 2BHK | 1115.00   | 1.140   |
| 69 | 508     | FIFTH FLOOR   | 2BHK | 1125.00   | 1.151   |
| 70 | 509     | FIFTH FLOOR   | 2BHK | 1000.00   | 1.023   |
| 71 | 510     | FIFTH FLOOR   | 2BHK | 1070.00   | 1.094   |
| 72 | 511     | FIFTH FLOOR   | 2BHK | 1110.00   | 1.135   |
| 73 | 601     | SIXTH FLOOR   | 2BHK | 1005.00   | 1.028   |
| 74 | 602     | SIXTH FLOOR   | 2BHK | 1000.00   | 1.023   |
| 75 | 603     | SIXTH FLOOR   | 3BHK | 1470.00   | 1.504   |
| 76 | 604     | SIXTH FLOOR   | 2BHK | 1065.00   | 1.089   |
| 77 | 605     | SIXTH FLOOR   | 3BHK | 1430.00   | 1.463   |
| 78 | 606     | SIXTH FLOOR   | 2BHK | 1115.00   | 1.140   |
| 79 | 607     | SIXTH FLOOR   | 2BHK | 1115.00   | 1.140   |
| 80 | 608     | SIXTH FLOOR   | 2BHK | 1125.00   | 1.151   |
| 81 | 609     | SIXTH FLOOR   | 2BHK | 1000.00   | 1.023   |
| 82 | 610     | SIXTH FLOOR   | 2BHK | 1070.00   | 1.094   |
| 83 | 611     | SIXTH FLOOR   | 2BHK | 1110.00   | 1.135   |
|    | TERRACE | TERRACE FLOOR |      | 96,360.00 | 0.500   |
|    |         |               |      |           | 100.000 |

For INDIA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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|                                                                                                                                                                                                                                                 |                                                 |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--|
| <p>CLIENT:</p> <p><b>NIDHI LAND</b><br/> <small>SCHEME - 2ND DEVELOPMENT</small><br/> <b>NIDHILAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.</b></p> <p>PROJECT:<br/> <b>"SMRITHI HEIGHTS"</b><br/> <b>NANTHOOR-PUMPWELL ROAD, MANGALURU</b></p> | <p>PLAN:</p> <p><b>LOWER BASEMENT FLOOR</b></p> |  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|--|

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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*M. N. N.*

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*1.1.1.1*

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

*1.1.1.1*





|                                                                                                                             |  |  |                                                                                           |  |  |
|-----------------------------------------------------------------------------------------------------------------------------|--|--|-------------------------------------------------------------------------------------------|--|--|
| <p>CLIENT</p> <p><b>NIDHI LAND</b><br/>SOME SERVICES COMPANY<br/>NIDHILAND INFRASTRUCTURE<br/>DEVELOPERS INDIA (P) LTD.</p> |  |  | <p>PROJECT:</p> <p><b>"SMRITHI HEIGHTS"</b><br/>NANTHOOR-PUMPWELL ROAD,<br/>MANGALURU</p> |  |  |
| <p>PLAN:</p> <p><b>LOWER GROUND FLOOR</b></p>                                                                               |  |  | <p>PLAT NO</p> <p><b>TYPE</b></p> <p><b>SALEABLE AREA(SH.)</b></p>                        |  |  |
| <p>1.G01</p> <p>2 BHK</p> <p>1005.00</p>                                                                                    |  |  | <p>1.G02</p> <p>2 BHK</p> <p>1000.00</p>                                                  |  |  |
| <p>1.G03</p> <p>3 BHK</p> <p>1425.00</p>                                                                                    |  |  | <p>1.G04</p> <p>2 BHK</p> <p>1065.00</p>                                                  |  |  |
| <p>1.G05</p> <p>3 BHK</p> <p>1320.00</p>                                                                                    |  |  | <p>1.G06</p> <p>2 BHK</p> <p>1110.00</p>                                                  |  |  |
| <p>1.G07</p> <p>1 BHK</p> <p>740.00</p>                                                                                     |  |  | <p>1.G-1</p> <p>COMM</p> <p>1215.00</p>                                                   |  |  |
| <p>TOTAL</p> <p>8880.00</p>                                                                                                 |  |  |                                                                                           |  |  |

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

1/11/21







CLIENT:

**NIDHI LAND**  
A DIVISION OF NIDHI GROUP COMPANY  
**NIDHILAND INFRASTRUCTURE  
DEVELOPERS INDIA (P) LTD.**

PROJECT:  
"SMRITHI HEIGHTS"  
NANTHOOR-PUMPWELL ROAD,  
MANGALURU

PLAN

UPPER GROUND FLOOR



| FLAT NO | TYPE  | SALEABLE AREA(Sq. ft.) |
|---------|-------|------------------------|
| UG01    | 2 BHK | 1005.00                |
| UG02    | 2 BHK | 1000.00                |
| UG03    | 3 BHK | 1425.00                |
| UG04    | 2 BHK | 1085.00                |
| UG05    | 3 BHK | 1320.00                |
| UG06    | 2 BHK | 1115.00                |
| UG07    | 2 BHK | 1115.00                |
| UG08    | 2 BHK | 1125.00                |
| UG09    | 2 BHK | 995.00                 |
| UG11    | 2 BHK | 1110.00                |
| UG-1    | COMM  | 1175.00                |
| TOTAL   |       | 12450.00               |

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

1/11/20



CLIENT:

**NIDHI LAND**  
NIDHI LAND INFRASTRUCTURE  
DEVELOPERS INDIA (P) LTD.

PROJECT:  
"SMRITHI HEIGHTS"  
NANTHOOR-PUMPWELL ROAD,  
MANGALURU

PLAN:

**FIRST FLOOR**



| FLAT NO | TYPE  | SALEABLE AREA(SH.) |
|---------|-------|--------------------|
| 101     | 2 BHK | 1005.00            |
| 102     | 2 BHK | 1000.00            |
| 103     | 3 BHK | 1450.00            |
| 104     | 2 BHK | 1065.00            |
| 105     | 3 BHK | 1450.00            |
| 106     | 2 BHK | 1115.00            |
| 107     | 2 BHK | 1115.00            |
| 108     | 2 BHK | 1125.00            |
| 109     | 2 BHK | 1000.00            |
| 110     | 2 BHK | 1070.00            |
| 111     | 2 BHK | 1110.00            |
| TOTAL   |       | 12505.00           |

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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| CLIENT:                                                                                                                                                                                                         |       |                    |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|--------------------|
| <br><b>NIDHI LAND</b><br><small>OVERALL DEVELOPER-OWNER</small><br><b>NIDHILAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.</b> |       |                    |
| PROJECT:<br>"SMRITHI HEIGHTS"<br>NANTHOOR-PUMPWELL ROAD,<br>MANGALURU                                                                                                                                           |       |                    |
| FLOOR:<br><b>SECOND FLOOR</b>                                                                                                                                                                                   |       |                    |
|                                                                                                                                |       |                    |
| FLAT NO                                                                                                                                                                                                         | TYPE  | SALEABLE AREA(Sq.) |
| 201                                                                                                                                                                                                             | 2 BHK | 1005.00            |
| 202                                                                                                                                                                                                             | 2 BHK | 1090.00            |
| 203                                                                                                                                                                                                             | 3 BHK | 1470.00            |
| 204                                                                                                                                                                                                             | 2 BHK | 1065.00            |
| 205                                                                                                                                                                                                             | 3 BHK | 1430.00            |
| 206                                                                                                                                                                                                             | 2 BHK | 1115.00            |
| 207                                                                                                                                                                                                             | 2 BHK | 1115.00            |
| 208                                                                                                                                                                                                             | 2 BHK | 1125.00            |
| 209                                                                                                                                                                                                             | 2 BHK | 1060.00            |
| 210                                                                                                                                                                                                             | 2 BHK | 1070.00            |
| 211                                                                                                                                                                                                             | 2 BHK | 1140.00            |
| TOTAL                                                                                                                                                                                                           |       | 12505.00           |

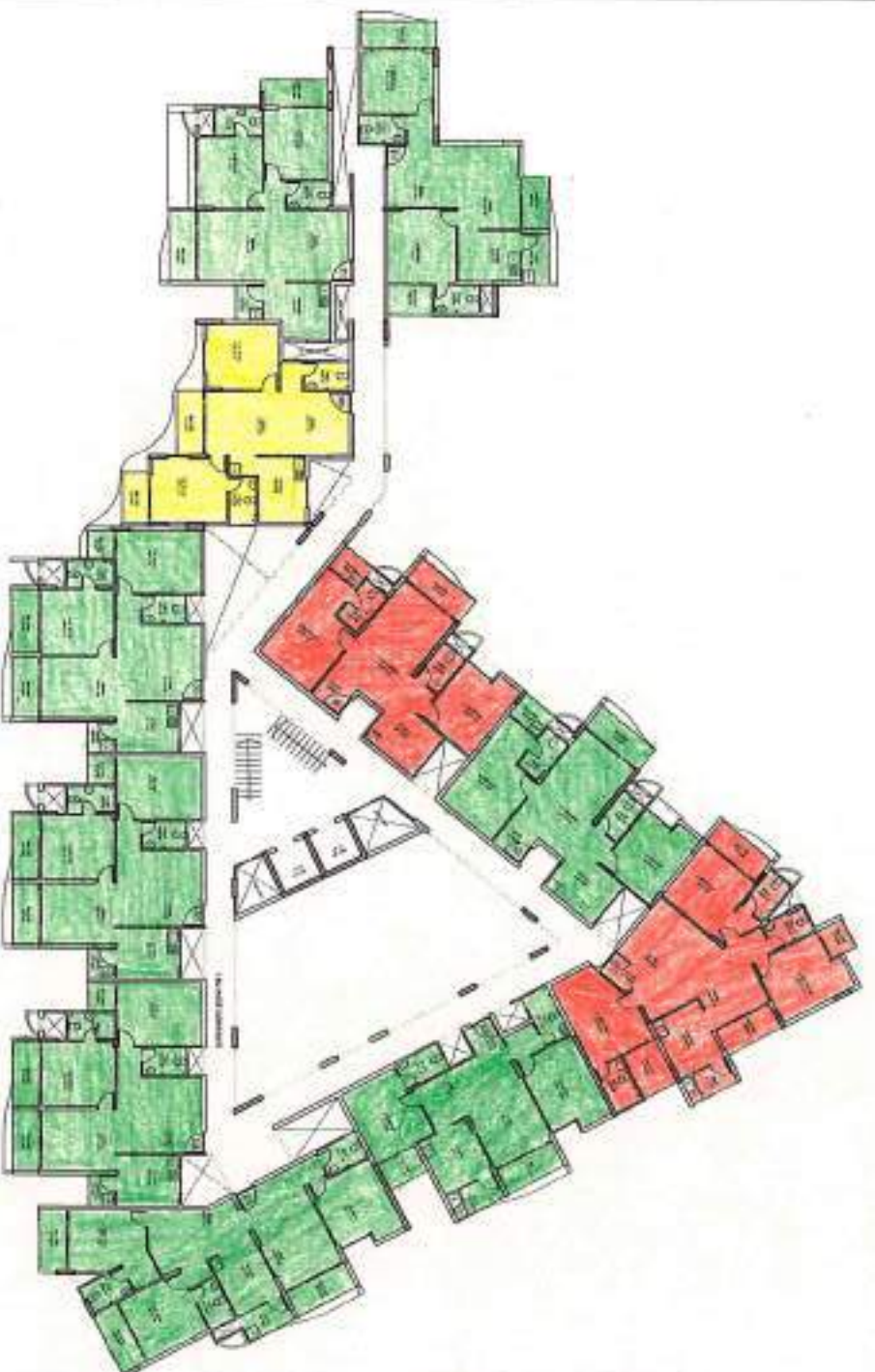
For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|---------|---------------------|
| CLIENT:                                                                                                                                                                                                           |             |         |                     |
| <br><b>NIDHI LAND</b><br><small>SO WHAT? THE OTHERS DON'T</small><br><b>NIDHILAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.</b> | PLAN:       |         |                     |
| PROJECT:<br>"SMRITHI HEIGHTS"<br>NANTHOOR-PUMPWELL ROAD,<br>MANGALURU                                                                                                                                             | THIRD FLOOR |         |                     |
|                                                                                                                                                                                                                   |             | FLAT NO | TYPE                |
|                                                                                                                                                                                                                   |             |         | SAL EABLE AREA(Sq.) |
|                                                                                                                                                                                                                   |             | 301     | 2 BHK 1005.00       |
|                                                                                                                                                                                                                   |             | 302     | 2 BHK 1000.00       |
|                                                                                                                                                                                                                   |             | 303     | 3 BHK 1470.00       |
|                                                                                                                                                                                                                   |             | 304     | 2 BHK 1005.00       |
|                                                                                                                                                                                                                   |             | 305     | 3 BHK 1490.00       |
|                                                                                                                                                                                                                   |             | 306     | 2 BHK 1115.00       |
|                                                                                                                                                                                                                   |             | 307     | 2 BHK 1115.00       |
|                                                                                                                                                                                                                   |             | 308     | 2 BHK 1325.00       |
|                                                                                                                                                                                                                   |             | 309     | 2 BHK 1000.00       |
|                                                                                                                                                                                                                   |             | 310     | 2 BHK 1070.00       |
|                                                                                                                                                                                                                   |             | 311     | 2 BHK 1110.00       |
|                                                                                                                                                                                                                   |             | TOTAL   | 12505.00            |

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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*(Signature)*

*(Signature)*





|          |                                                                                                                                                                                                                                          |                    |  |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|
| CLIENT:  | <div><br/><b>NIDHI LAND</b><br/><small>OVERSEAS INFRASTRUCTURE DEVELOPERS</small><br/><b>NIDHILAND INFRASTRUCTURE DEVELOPERS INDIA (P) Ltd.</b></div> |                    |  |
| PROJECT: | <b>"SMRITHI HEIGHTS"</b><br><b>NANTHOOR-PUMPWELL ROAD,</b><br><b>MANGALURU</b>                                                                                                                                                           |                    |  |
| PLAN     | <b>FOURTH FLOOR</b>                                                                                                                                                                                                                      |                    |  |
|          | <div></div>                                                                                                                                             |                    |  |
| FLAT NO  | TYPE                                                                                                                                                                                                                                     | SALEABLE AREA(SQ.) |  |
| 401      | 2 BHK                                                                                                                                                                                                                                    | 1005.00            |  |
| 402      | 2 BHK                                                                                                                                                                                                                                    | 1000.00            |  |
| 403      | 3 BHK                                                                                                                                                                                                                                    | 1470.00            |  |
| 404      | 2 BHK                                                                                                                                                                                                                                    | 1065.00            |  |
| 405      | 3 BHK                                                                                                                                                                                                                                    | 1420.00            |  |
| 406      | 2 BHK                                                                                                                                                                                                                                    | 1115.00            |  |
| 407      | 2 BHK                                                                                                                                                                                                                                    | 1115.00            |  |
| 408      | 2 BHK                                                                                                                                                                                                                                    | 1125.00            |  |
| 409      | 2 BHK                                                                                                                                                                                                                                    | 1000.00            |  |
| 410      | 2 BHK                                                                                                                                                                                                                                    | 1070.00            |  |
| 411      | 2 BHK                                                                                                                                                                                                                                    | 1110.00            |  |
| TOTAL    |                                                                                                                                                                                                                                          | 12505.00           |  |

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*Managing Director*

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

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|         |                                                                                                                                                                                                                                    |                    |  |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--|
| CLIENT  | <div><br/><b>NIDHI LAND</b><br/><small>ROYAL RESIDENTIAL DEVELOPERS</small><br/><b>NIDHILAND INFRASTRUCTURE DEVELOPERS INDIA (P) Ltd.</b></div> |                    |  |
| PROJECT | <b>"SMRITHI HEIGHTS"</b><br><b>NANTHOOR-PUMPWELL ROAD,</b><br><b>MANGALURU</b>                                                                                                                                                     |                    |  |
| PLAN    | <b>FIFTH FLOOR</b>                                                                                                                                                                                                                 |                    |  |
|         | <div></div>                                                                                                                                       |                    |  |
| FLAT NO | TYPE                                                                                                                                                                                                                               | SALEABLE AREA/Sq.1 |  |
| 501     | 2 BHK                                                                                                                                                                                                                              | 1065.00            |  |
| 502     | 2 BHK                                                                                                                                                                                                                              | 1080.00            |  |
| 503     | 3 BHK                                                                                                                                                                                                                              | 1470.00            |  |
| 504     | 2 BHK                                                                                                                                                                                                                              | 1085.00            |  |
| 505     | 3 BHK                                                                                                                                                                                                                              | 1630.00            |  |
| 506     | 2 BHK                                                                                                                                                                                                                              | 1115.00            |  |
| 507     | 2 BHK                                                                                                                                                                                                                              | 1115.00            |  |
| 508     | 2 BHK                                                                                                                                                                                                                              | 1125.00            |  |
| 509     | 2 BHK                                                                                                                                                                                                                              | 1000.00            |  |
| 510     | 2 BHK                                                                                                                                                                                                                              | 1070.00            |  |
| 511     | 2 BHK                                                                                                                                                                                                                              | 1110.00            |  |
| TOTAL   |                                                                                                                                                                                                                                    | 12505.00           |  |

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

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| <p>CLIENT</p> <p><b>NIDHI LAND</b><br/>SOFT INFRASTRUCTURE<br/>DEVELOPERS INDIA (P) LTD.</p> | <p>PLAN</p> <p><b>SIXTH FLOOR</b></p> | <table border="1"> <thead> <tr> <th>FLAT NO</th><th>TYPE</th><th>SALEABLE AREA(Sq.)</th></tr> </thead> <tbody> <tr><td>601</td><td>2 BHK</td><td>1005.00</td></tr> <tr><td>602</td><td>2 BHK</td><td>1000.00</td></tr> <tr><td>603</td><td>3 BHK</td><td>1470.00</td></tr> <tr><td>604</td><td>2 BHK</td><td>1065.00</td></tr> <tr><td>605</td><td>3 BHK</td><td>1430.00</td></tr> <tr><td>606</td><td>2 BHK</td><td>1115.00</td></tr> <tr><td>607</td><td>2 BHK</td><td>1115.00</td></tr> <tr><td>608</td><td>2 BHK</td><td>1125.00</td></tr> <tr><td>609</td><td>2 BHK</td><td>1000.00</td></tr> <tr><td>610</td><td>2 BHK</td><td>1070.00</td></tr> <tr><td>611</td><td>2 BHK</td><td>1110.00</td></tr> <tr><td colspan="2">TOTAL</td><td>12505.00</td></tr> </tbody> </table> | FLAT NO | TYPE | SALEABLE AREA(Sq.) | 601 | 2 BHK | 1005.00 | 602 | 2 BHK | 1000.00 | 603 | 3 BHK | 1470.00 | 604 | 2 BHK | 1065.00 | 605 | 3 BHK | 1430.00 | 606 | 2 BHK | 1115.00 | 607 | 2 BHK | 1115.00 | 608 | 2 BHK | 1125.00 | 609 | 2 BHK | 1000.00 | 610 | 2 BHK | 1070.00 | 611 | 2 BHK | 1110.00 | TOTAL |  | 12505.00 |
|----------------------------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|------|--------------------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-----|-------|---------|-------|--|----------|
| FLAT NO                                                                                      | TYPE                                  | SALEABLE AREA(Sq.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 601                                                                                          | 2 BHK                                 | 1005.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 602                                                                                          | 2 BHK                                 | 1000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 603                                                                                          | 3 BHK                                 | 1470.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 604                                                                                          | 2 BHK                                 | 1065.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 605                                                                                          | 3 BHK                                 | 1430.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 606                                                                                          | 2 BHK                                 | 1115.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 607                                                                                          | 2 BHK                                 | 1115.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 608                                                                                          | 2 BHK                                 | 1125.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 609                                                                                          | 2 BHK                                 | 1000.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 610                                                                                          | 2 BHK                                 | 1070.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| 611                                                                                          | 2 BHK                                 | 1110.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| TOTAL                                                                                        |                                       | 12505.00                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |
| <p>PROJECT</p> <p><b>"SMRITHI HEIGHTS"</b><br/>NANTHOOR-PUMPWELL ROAD,<br/>MANGALURU</p>     |                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |      |                    |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |     |       |         |       |  |          |

FOR NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

*[Handwritten Signature]*

*[Handwritten Signature]*

*[Handwritten Signature]*

# ANNEXURE 'C1'

| APARTMENTS ALLOCATION - LAND OWNER No.1             |          |                    |      |                                 |        |
|-----------------------------------------------------|----------|--------------------|------|---------------------------------|--------|
| "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE |          |                    |      |                                 |        |
| Sl. No.                                             | Flat No. | Floor              | TYPE | Super Built-Up Area (Round Off) | Colour |
|                                                     |          |                    |      |                                 |        |
| 1                                                   | UGC02    | UPPER GROUND FLOOR | 2BHK | 1000.00                         | BLUE   |
| 2                                                   | UGC09    | UPPER GROUND FLOOR | 2BHK | 995.00                          | BLUE   |
| 3                                                   | 201      | SECOND FLOOR       | 2BHK | 1005.00                         | BLUE   |
| 4                                                   | 205      | SECOND FLOOR       | 3BHK | 1430.00                         | BLUE   |
|                                                     |          |                    |      | 4,430.00                        |        |

Car Park Allocation:

Lower Basement Floor Car Park No. 4, 5, 36 & 37.

For MIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

*[Handwritten signatures and initials]*

*[Handwritten signature]*



## ANNEXURE 'C2'

| APARTMENTS ALLOCATION - LAND OWNER No.2             |          |             |      |                                 |        |
|-----------------------------------------------------|----------|-------------|------|---------------------------------|--------|
| "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE |          |             |      |                                 |        |
| Sl. No.                                             | Flat No. | Floor       | TYPE | Super Built-Up Area (Round Off) | Colour |
| 1                                                   | 309      | THIRD FLOOR | 2BHK | 1000.00                         | YELLOW |
|                                                     |          |             |      | 1,000.00                        |        |

Car Park Allocation:

Lower Ground Floor Car Park No. 1

For NICHU LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director



## ANNEXURE 'C3'

| APARTMENTS ALLOCATION - LAND OWNER No.3             |          |                    |      |                                 |        |
|-----------------------------------------------------|----------|--------------------|------|---------------------------------|--------|
| "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE |          |                    |      |                                 |        |
| Sl. No.                                             | Flat No. | Floor              | TYPE | Super Built-Up Area (Round Off) | Colour |
|                                                     |          |                    |      |                                 |        |
| 1                                                   | LC01     | LOWER GROUND FLOOR | 2BHK | 1005.00                         | ORANGE |
| 2                                                   | 101      | FIRST FLOOR        | 2BHK | 1005.00                         | ORANGE |
|                                                     |          |                    |      | 2,010.00                        |        |

**Car Park Allocation:**

**Lower Basement Floor: Car Park No.34 & 35**

**For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.**

Managing Director









## ANNEXURE 'C4'

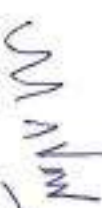
| APARTMENTS ALLOCATION - CONFIRMING PARTY            |          |                    |      |                                 |        |
|-----------------------------------------------------|----------|--------------------|------|---------------------------------|--------|
| "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE |          |                    |      |                                 |        |
| Sl. No.                                             | Flat No. | Floor              | TYPE | Super Built-Up Area (Round Off) | Colour |
| 1                                                   | UG05     | UPPER GROUND FLOOR | 3BHK | 1320.00                         | BROWN  |
| 2                                                   | 106      | FIRST FLOOR        | 2BHK | 1115.00                         | BROWN  |
|                                                     |          |                    |      | 2,435.00                        |        |

Car Park Allocation:

Lower Basement Floor: Car Park No.2 & 3.

For INDIA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director


# ANNEXURE 'C5'

## APARTMENTS ALLOCATION - CONSENTING PARTY

### "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE

| Sl. No. | Flat No. | Floor              | TYPE | Super Built-Up Area (Round Off) | Colour |
|---------|----------|--------------------|------|---------------------------------|--------|
| 1       | LG03     | LOWER GROUND FLOOR | 3BHK | 1425.00                         | RED    |
| 2       | LG04     | LOWER GROUND FLOOR | 2BHK | 1065.00                         | RED    |
| 3       | UG01     | UPPER GROUND FLOOR | 2BHK | 1005.00                         | RED    |
| 4       | 103      | FIRST FLOOR        | 3BHK | 1470.00                         | RED    |
| 5       | 203      | SECOND FLOOR       | 3BHK | 1470.00                         | RED    |
| 6       | 210      | SECOND FLOOR       | 2BHK | 1070.00                         | RED    |
| 7       | 301      | THIRD FLOOR        | 2BHK | 1005.00                         | RED    |
| 8       | 303      | THIRD FLOOR        | 3BHK | 1470.00                         | RED    |
| 9       | 405      | FOURTH FLOOR       | 3BHK | 1430.00                         | RED    |
| 10      | 409      | FOURTH FLOOR       | 2BHK | 1000.00                         | RED    |
| 11      | 411      | FOURTH FLOOR       | 2BHK | 1110.00                         | RED    |
| 12      | 501      | FIFTH FLOOR        | 2BHK | 1005.00                         | RED    |
| 13      | 506      | FIFTH FLOOR        | 2BHK | 1115.00                         | RED    |
|         |          |                    |      | 15,640.00                       |        |

#### Car Park Allocation:

Lower Basement Floor: Car Park No. 1, 38, 39, 40 & 41

Upper Basement Floor: Car Park No. 18, 19, 20, 21, 22, 24, 25 & 26

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

*[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*



## ANNEXURE 'C6'

| APARTMENTS ALLOCATION * - CONSENTING PARTY          |          |             |      |                                 |        |
|-----------------------------------------------------|----------|-------------|------|---------------------------------|--------|
| "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE |          |             |      |                                 |        |
| Sl. No.                                             | Flat No. | Floor       | TYPE | Super Built-Up Area (Round Off) | Colour |
| 1                                                   | 603      | SIXTH FLOOR | 3BHK | 1470.00                         | PURPLE |
| 2                                                   | 605      | SIXTH FLOOR | 3BHK | 1430.00                         | PURPLE |
|                                                     |          |             |      | 2,900.00                        |        |

Note: \* Subject to Revised ZR proposed by MUDA as mentioned in the Clause No.2.2 in this joint Development Agreement.

Car Park Allocation:

Upper Basement Floor Car Park No. 23

Lower Ground Floor Car Park No. 4 & 5

For MICHILAND INFRASTRUCTURE DEVELOPERS (P) LTD.

Managing Director









# ANNEXURE 'C'

## APARTMENTS & NEIGHBOURHOOD SHOP ALLOCATION - PROMOTER

### "SMRITHI HEIGHTS", THARE THOTA, NANTHOOR, MANGALORE

| Sl. No. | Flat /Premise No. | Floor              | TYPE     | Super Built-Up Area (Round Off) | Colour |
|---------|-------------------|--------------------|----------|---------------------------------|--------|
| 1       | LG-1              | LOWER GROUND FLOOR | N.H.SHOP | 1215.00                         | GREEN  |
| 2       | UG-01             | UPPER GROUND FLOOR | N.H.SHOP | 1175.00                         | GREEN  |
| 1       | LG02              | LOWER GROUND FLOOR | 2BHK     | 1000.00                         | GREEN  |
| 2       | LG05              | LOWER GROUND FLOOR | 3BHK     | 1320.00                         | GREEN  |
| 3       | LG06              | LOWER GROUND FLOOR | 2BHK     | 1110.00                         | GREEN  |
| 4       | LG07              | LOWER GROUND FLOOR | 1BHK     | 740.00                          | GREEN  |
| 5       | UG03              | UPPER GROUND FLOOR | 3BHK     | 1425.00                         | GREEN  |
| 6       | UG04              | UPPER GROUND FLOOR | 2BHK     | 1065.00                         | GREEN  |
| 7       | UG06              | UPPER GROUND FLOOR | 2BHK     | 1115.00                         | GREEN  |
| 8       | UG07              | UPPER GROUND FLOOR | 2BHK     | 1115.00                         | GREEN  |
| 9       | UG08              | UPPER GROUND FLOOR | 2BHK     | 1125.00                         | GREEN  |
| 10      | UG11              | UPPER GROUND FLOOR | 2BHK     | 1110.00                         | GREEN  |
| 11      | 102               | FIRST FLOOR        | 2BHK     | 1000.00                         | GREEN  |
| 12      | 104               | FIRST FLOOR        | 2BHK     | 1065.00                         | GREEN  |
| 13      | 105               | FIRST FLOOR        | 3BHK     | 1430.00                         | GREEN  |
| 14      | 107               | FIRST FLOOR        | 2BHK     | 1115.00                         | GREEN  |
| 15      | 106               | FIRST FLOOR        | 2BHK     | 1125.00                         | GREEN  |
| 16      | 109               | FIRST FLOOR        | 2BHK     | 1000.00                         | GREEN  |
| 17      | 110               | FIRST FLOOR        | 2BHK     | 1070.00                         | GREEN  |
| 18      | 111               | FIRST FLOOR        | 2BHK     | 1110.00                         | GREEN  |
| 19      | 202               | SECOND FLOOR       | 2BHK     | 1000.00                         | GREEN  |
| 20      | 204               | SECOND FLOOR       | 2BHK     | 1065.00                         | GREEN  |
| 21      | 206               | SECOND FLOOR       | 2BHK     | 1115.00                         | GREEN  |
| 22      | 207               | SECOND FLOOR       | 2BHK     | 1115.00                         | GREEN  |
| 23      | 208               | SECOND FLOOR       | 2BHK     | 1125.00                         | GREEN  |
| 24      | 209               | SECOND FLOOR       | 2BHK     | 1000.00                         | GREEN  |
| 25      | 211               | SECOND FLOOR       | 2BHK     | 1110.00                         | GREEN  |
| 26      | 302               | THIRD FLOOR        | 2BHK     | 1000.00                         | GREEN  |
| 27      | 304               | THIRD FLOOR        | 2BHK     | 1065.00                         | GREEN  |
| 28      | 305               | THIRD FLOOR        | 3BHK     | 1430.00                         | GREEN  |
| 29      | 306               | THIRD FLOOR        | 2BHK     | 1115.00                         | GREEN  |
| 30      | 307               | THIRD FLOOR        | 2BHK     | 1115.00                         | GREEN  |
| 31      | 308               | THIRD FLOOR        | 2BHK     | 1125.00                         | GREEN  |
| 32      | 310               | THIRD FLOOR        | 2BHK     | 1070.00                         | GREEN  |
| 33      | 311               | THIRD FLOOR        | 2BHK     | 1110.00                         | GREEN  |
| 34      | 401               | FOURTH FLOOR       | 2BHK     | 1005.00                         | GREEN  |
| 35      | 402               | FOURTH FLOOR       | 2BHK     | 1000.00                         | GREEN  |
| 36      | 403               | FOURTH FLOOR       | 3BHK     | 1470.00                         | GREEN  |
| 37      | 404               | FOURTH FLOOR       | 2BHK     | 1065.00                         | GREEN  |
| 38      | 406               | FOURTH FLOOR       | 2BHK     | 1115.00                         | GREEN  |
| 39      | 407               | FOURTH FLOOR       | 2BHK     | 1115.00                         | GREEN  |
| 40      | 408               | FOURTH FLOOR       | 2BHK     | 1125.00                         | GREEN  |
| 41      | 410               | FOURTH FLOOR       | 2BHK     | 1070.00                         | GREEN  |
| 42      | 502               | FIFTH FLOOR        | 2BHK     | 1000.00                         | GREEN  |
| 43      | 503               | FIFTH FLOOR        | 3BHK     | 1470.00                         | GREEN  |
| 44      | 504               | FIFTH FLOOR        | 2BHK     | 1065.00                         | GREEN  |
| 45      | 505               | FIFTH FLOOR        | 3BHK     | 1430.00                         | GREEN  |
| 46      | 507               | FIFTH FLOOR        | 2BHK     | 1115.00                         | GREEN  |

For INDIA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director



|    |     |             |      |           |       |
|----|-----|-------------|------|-----------|-------|
| 47 | 508 | FIFTH FLOOR | 2BHK | 1125.00   | GREEN |
| 48 | 509 | FIFTH FLOOR | 2BHK | 1000.00   | GREEN |
| 49 | 510 | FIFTH FLOOR | 2BHK | 1070.00   | GREEN |
| 50 | 511 | FIFTH FLOOR | 2BHK | 1110.00   | GREEN |
| 51 | 601 | SIXTH FLOOR | 2BHK | 1005.00   | GREEN |
| 52 | 602 | SIXTH FLOOR | 2BHK | 1000.00   | GREEN |
| 53 | 604 | SIXTH FLOOR | 2BHK | 1065.00   | GREEN |
| 54 | 606 | SIXTH FLOOR | 2BHK | 1115.00   | GREEN |
| 55 | 607 | SIXTH FLOOR | 2BHK | 1115.00   | GREEN |
| 56 | 608 | SIXTH FLOOR | 2BHK | 1125.00   | GREEN |
| 57 | 609 | SIXTH FLOOR | 2BHK | 1000.00   | GREEN |
| 58 | 610 | SIXTH FLOOR | 2BHK | 1070.00   | GREEN |
| 59 | 611 | SIXTH FLOOR | 2BHK | 1110.00   | GREEN |
|    |     |             |      | 67,945.00 |       |

**Car Park Allocation:**

**Car Park Allocation:**

**Lower Basement Floor:** All the remaining Car Parking Numbers other than allocated to the Land Owner No.1, 2, 3, Confirming Party & the Consenting Party are pertains/belongs to the Promoter.

**Upper Basement Floor:** All the remaining Car Parking Numbers other than allocated to the Land Owner No.1, 2, 3, Confirming Party & the Consenting Party are pertains/belongs to the Promoter.

**Lower Ground Floor:** All the remaining Car Parking Numbers other than allocated to the Land Owner No.1, 2, 3, Confirming Party & the Consenting Party are pertains/belongs to the Promoter.

*CP.PP*

*Wanted*  
*B-I*

For NIGRI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.  
*[Signature]*  
Managing Director

*[Signature]*

ANNEXURE - 'D'

INTIMATION LETTER

Date: \_\_/\_\_/\_\_

To

\_\_\_\_\_  
(Name & Address of Purchaser/s)

Dear Sir,

**Sub: Intimation to take Physical Possession of your Apartment No.\_\_\_\_ in "SMRITHI HEIGHTS" Apartment Building at Pumpwell - Nanthoor Road, Mangaluru.**

It gives us immense pleasure to inform you that "SMRITHI HEIGHTS" Apartments Building at \_\_\_\_\_ Mangaluru in which you have purchased the Apartment No.\_\_\_\_, is fully completed and ready for Occupation.

Therefore, we request you to take Physical Possession of your Apartment for occupation after completing the necessary formalities. We have kept your apartment A/c. statement and other Miscellaneous payment details ready in our office. Therefore, please contact us at our office for the details and plan to pay the pending amount due from you, towards the purchase of the Apartment before taking the Physical Possession of your Apartment for occupation.

We shall execute the Sale Deed of the apartment after obtaining Occupation Certificate from Mangaluru City Corporation and shall handover the Legal Possession of the said Apartment after completing the required procedure.

You are requested to inspect the subject Apartment along with our representative to enter the status of all the works executed in the Apartment and to mention the defective works, if any, in the check list provided to you. We shall immediately rectify the defective works mentioned in the checklist and get confirmation from you stating that all the works in the Apartment have been executed without any defects.

We shall also handover all the keys of the Main door, Service entry door and internal doors at the time of handing over physical possession of the Apartment.

The maintenance of the building (for Common Area Maintenance charges - CAM charges) shall be operated through the account of \_\_\_\_\_ Apartment Owners Association from \_\_\_\_\_. The CAM charges shall be charged to the owners of the Apartments which are handed over (including handing over for undertaking Alteration works / Interior works), from that date and we shall pay the CAM charges for the Apartments that are not handed over to the Owners as mentioned above.

For HINDI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director



We shall maintain the project as per the terms and conditions mentioned in the Deed of Declaration and the Sale Deed executed between the Promoter and the Purchasers of the Apartments in the project.

It was a privilege to have you as our Esteemed Client and we are extremely grateful to you for all the Co-operation extended by you for the successful completion of the Project "SMRITHI HEIGHTS". Hoping to have a cordial and friendly relationship and assuring you of our best cooperation and service in future also.

Thanking you,

Yours sincerely,

For M/s. Nidhi Land Infrastructure Developers India (P) Ltd.

Prashanth K. Sanil  
Managing Director.

NOTE:

- 1) Any alteration works requested by you, if pending shall not be considered for your making the necessary payments and receiving possession of the apartment.




For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director



**REMINDER LETTER**

Date: \_\_/\_\_/\_\_

To,

Mr. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dear \_\_\_\_\_,

**Sub: Reminder to take possession of your Apartment (No.\_\_\_\_) in "SMRITHI HEIGHTS" Apartments building at Pump Well Road, Mangalore.**

**Ref: Our letter of Intimation Dated \_\_/\_\_/\_\_.**

We wish to draw your kind attention to the above referred letter intimating you to take possession of your Flat No.... in "\_\_\_\_\_" building at \_\_\_\_\_, after paying the pending amounts due from you, towards the purchase of the subject Apartment.

Kindly make the payments due to us within 7 days from receiving this **REMINDER**, failing which you will be charged late fee @ 24% for the balance amount till the date of payment.

Thanking you,

Yours sincerely,

For M/s. Nidhi Land Infrastructure Developers India (P) Ltd.

Prashanth K. Sanil  
Managing Director.

**NOTE:**

*1) Any alteration works requested by you, if pending shall not be considered for your making the necessary payments and receiving possession of the apartment.*

**For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.**

Managing Director

16/11



ANNEXURE - 'F'

Request letter from the Purchaser/s to the Promoter

Date: \_\_/\_\_/\_\_

From:

Mr. / Mrs. \_\_\_\_\_

S/o \_\_\_\_\_

R/o. \_\_\_\_\_

To:

The Managing Director,  
M/s. Nidhi Land Infrastructure Developers India (P) Ltd.,  
5<sup>th</sup> Floor, New Berry Enclave,  
Bejai – Kapikad Road,  
Mangalore – 575004.

Dear Sir,

Sub: Request to handover Physical Possession of Apartment No.\_\_\_\_ in  
“SMRITHI HEIGHTS” Apartments Building at Pump Well – Nanthoor Road,  
Mangaluru.

It gives me/us immense pleasure to possess an apartment in your prestigious  
“SMRITHI HEIGHTS” Project, situated at Pump Well – Nanthoor Road,  
Mangaluru.

I/We would like to request you to handover physical possession of the said  
apartment to carry out the Alteration works / Interior works in my/our  
apartment. I/We request you to handover one Main Door Key of my/our  
apartment for carrying out Alteration works / interior works.

I/We have already paid all the amounts as mentioned in the Agreement for Sale  
entered between us. I / we also hereby confirm that the physical possession of the  
apartment shall not enable me/us to occupy the apartment and the dejure and  
defacto possession of the apartment shall be deemed to be with you only.

Thanking you,

Yours sincerely,

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Managing Director

LETTER OF UNDERTAKING FOR ALTERATION / INTERIOR WORKS

I/We, (1) Mr./Mrs./Ms. ...., S/o / D/o / W/o ....., aged .....years, R/o. .... and (2) Mr./Mrs./Ms. ...., S/o / D/o / W/o ....., aged .....years, R/o. ...., do solemnly state and undertake as follows;

1. I/We say that I/we have agreed to purchase the apartment morefully mentioned in the Schedule herebelow hereinafter referred to as the Schedule Apartment in 'SMRITHI HEIGHTS' Apartments building, hereinafter referred to as 'Project' of M/s. Nidhi Land Infrastructure Developers India (P) Ltd., hereinafter referred to as the 'Promoter', vide Agreement for Sale dated .....

2. I/We say that I/we intend to execute certain major Alteration works / Interior works in the Schedule Apartment as per the Floor Plan and Electrical Layout Plan prepared by my/our Architect which are annexed to this Letter of Undertaking. These Alteration works / Interior works shall be executed by me/us and the Promoter shall not be responsible for executing the same.

My/Our Architect/Interior Designer is M/s \_\_\_\_\_ represented by Mr..... (Mobile no....), Email ..... Address.....

3. I/We undertake to take the temporary possession of the Schedule Apartment from the **Promoter** and carryout the said Alteration works / Interior works by me/us and agree to make the payments due to the **Promoter** towards the Schedule Apartment as per the project schedule and shall not link the payment to the works executed in the Schedule Apartment. I/We, however, agree to pay the other miscellaneous charges payable to the **Promoter** during the registration of the Schedule Apartment.

4. I/We undertake that I/We have taken the temporary possession of the Schedule Apartment only to carryout the Alteration works / Interior works and such temporary possession shall not enable me/us to occupy the apartment and the dejure and defacto possession of the Schedule apartment shall be deemed to be with the **Promoter** only.

5. I / We had requested you to temporarily deliver us one Main Door Key of our Apartment for carrying out the Alteration works / Interior works and accordingly you have delivered one Main Door Key and I / we hereby acknowledge the receipt of the same.

6. I/We undertake that the temporary possession of the Schedule Apartment has been taken by me/us after the Joint Inspection of the Apartment along with your Authorized Representative to check and list out the status of works already executed by you (and noting the defects, if any) and the same has been noted in Annexure 'A' to this Undertaking.

For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Signature

Signature

Managing Director

Signature

Signature

Signature



7. I / We hereby undertake that I / we shall not consider the temporary handing over of one Main Door Key of the subject apartment as handing over the Legal Possession of the apartment to me / us.

8. I / We hereby undertake to surrender the Main Door Key immediately after the completion of the Interior works, to the office of the Promoter and take all the keys (main door & inside door) from you after clearing all the amounts due and after executing all the necessary documents, towards the purchase of the subject apartment.

9. I/We hereby agree to execute all the alteration works as per the drawings approved by the Promoter. If any additional alteration works have to be executed, including changes in the electrical layout, etc., while executing the interior works, the same shall be submitted in proper drawings to the Promoter and approval to be obtained in writing.

10. I/We undertake that I/We shall execute all the interior works strictly within the Apartment and no works shall be done in the lobby or other common areas of the Project. I/We shall take special permission in writing from the Promoter to execute some of the works in the car parking space allotted to me/us, without causing any inconvenience / nuisance to the other residents using the carparking area. However, if any damage is caused to the floor, wall, ceiling etc. of the carparking space, the same shall be rectified at my/our cost.

11. I /We undertake that, I/We shall not store the items / materials required for the alteration works / interior works in any of the common areas of the Project and the same shall be stored only within the Schedule Apartment or in the carparking space allotted to me/us for a short period (with prior written approval of the Promoter).

12. I / We undertake that, the debris of the works executed in the Schedule Apartment shall be stored in gunny bags and kept outside the Schedule Apartment, which shall be taken to the designated dumping yard, by the housekeeping staff of the Promoter / Association, which shall be transported to the C&D waste yard through authorised vendors / transporters. I / We shall pay to the Promoter for shifting and transporting the debris (at the time of taking legal possession of the Apartment).

13. I / We undertake that, I / we shall instruct my/our workers, especially those who are staying overnight in the Schedule apartment for carrying out Alteration / Interior works, shall not roam around in any areas of the Project other than the areas in the ground floor, from which access is provided for the service lifts (to be used by the workers) and in the corridor of the floor of the respective Apartment, required for the movement to and from the apartment.

For **INDIAN LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.**

Managing Director



14. I / We shall inform regarding the pending works to be completed by the Promoter in the Schedule apartment to the Project Engineer of the Promoter or the Manager of the Association to get such works executed in time.

15. I/We undertake that, I/We shall be solely responsible for any damage caused to the Common areas or any other Amenities / Facilities of the project by any workers / agencies while carrying out the alteration / interior works and I / we shall rectify the same at my/our cost.

16. I/We undertake that I/we shall take written consent from the Promoter for any core cutting of RCC beams, if required for undertaking the alteration / interior works.

17. I / We undertake that, I / we shall only be responsible for rectifying the cracks developed on the plastering / walls (of the respective apartment as well as the neighbouring apartment and the apartment below) due to undertaking major alteration works, including changes in the electrical layout, masonry, flooring etc. The cost of redoing the painting works or false ceiling works in the neighbouring / below Apartment, shall also be borne by me/us where such works are executed.

18. I / We hereby undertake to commence the Alteration works / Interior works on \_\_\_\_\_ and intend to complete the said works on or before \_\_\_\_\_. I / we request you to undertake the pending Finishing Works of the Apartment (to be done by the Promoter) after completion of the Alteration works / Interior works by us. If the Interior Works are delayed beyond the above-mentioned date, you may credit the cost of the pending Finishing Works (to be done by the Promoter) to my/our account, if they cannot be done by the Promoter and in such case, I / we shall myself/ourselves undertake the pending Finishing Works.

19. I/We undertake that I/we shall execute such Alteration works / Interior works in the Schedule Apartment only between 8am to 8pm from the date of occupation of other apartments in the Project. During such period, any works emitting noise which disturbs other occupants in the Project shall not be undertaken on Sundays and between 2pm to 4pm on other days.

20. I/We undertake that I/we shall keep the main door and windows of the Schedule Apartment closed while executing such Alteration works / Interior works, to avoid noise and to prevent dust pollution to other residents in the Project and debris falling into the corridors / common areas of the Project.

21. I/We undertake that due to the changes made/work executed by me/us in the location of the masonry wall in the Schedule Apartment, I/we shall be responsible for any cracks, if developed in the walls of the apartments adjacent to the Schedule Apartment or in the apartment below the Schedule Apartment and I/we hereby undertake to rectify such cracks at my/our cost. **for KIDDI LAND INFRASTRUCTURE DEVELOPERS PUDA (P) LTD.**

  
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Managing Director

  
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22. I/We undertake that since I/we require to carry out changes in the toilet layout/fixtures, the execution of the entire toilet works will vest on me/us only and I/we will not hold the **Promoter** responsible to carry out the plumbing and sanitary works, ceiling works, ventilator works, tile and granite works etc., in the toilets. I/we also agree that I/we shall execute all the works in the toilet in time as required by the **Promoter**, to avoid any delay in carrying out the works of the **Promoter**.

23. I/We undertake that I/we/my/our contact person shall constantly monitor the progress of work of the project executed by the **Promoter** and ensure that the Alteration / interior works to be undertaken by me/us will be carried out/executed in time so that it will not hinder the other works in the Schedule Apartment carried out by the **Promoter**.

My/Our Contact Person is Mr..... (Mobile no....), Email ..... Address.....

24. I/We agree that in case I/we fail to execute the Alteration / interior works (that has to be executed by me/us as mentioned in the annexed plans) in time, the **Promoter** shall be at liberty to execute the works in the Schedule Apartment as per the **Promoter's** standards, after giving one week's notice to me/us/our contact person.

25. I/We undertake that I/we will not cause any nuisance / obstruction / inconvenience to the other Purchaser/s of the apartments building or the contractor(s)/agencies working in the said apartments building while executing the Alteration / interior works.

26. I/We shall give the details of the agencies engaged to carry out the Alteration / Interior works including the details of the Architect / Interior Designer engaged for the works and also their contacts details to the **Promoter** / Manager of the Association or to any other designated person decided by the **Promoter**.

27. I/We undertake that I/we shall be solely responsible for any defects caused to the Apartment Building or to the Schedule Apartment or to the adjacent Apartment or to the Apartment immediately below the Schedule Apartment due to the Alteration works done by me/us (which are observed either during or after the execution of the Alteration works) and such defects shall be rectified by me/us at my/our cost and if I/we fail to rectify such defects to the satisfaction of the **Promoter**, the same can be rectified by the **Promoter** at my/our cost.

28. I/We agree with the **Promoter** that I/we shall not be permitted to make any further Alteration works in the Schedule Apartment including change the apartment flooring, bathroom tiles, kitchen works etc., later after signing this Undertaking letter and Alteration works drawings annexed herewith till the formation of **Apartment Owners Association**.

29. I/We undertake that if I/we require any changes in the toilet layout and accordingly execute all the works in the toilet by myself/ourselves, I/we shall be responsible for any leakage/dampness occurring in the toilets in the apartment in the lower floor below the Schedule Apartment and I/we hereby undertake to rectify such leakage/dampness at our cost.



30. I/We undertake that the safety of the materials provided to the site by me/us for the execution of the Alteration / Interior works shall be solely my/our responsibility.

31. I / We hereby undertake that I / we shall not shift any household articles to the subject apartment other than the items/materials required for the purpose of carrying out interior works. I / We shall be entitled to shift the household articles to occupy the apartment only after obtaining the Possession Certificate from the Promoter as specified in Sale Agreement and if I / we occupy the apartment, without such Possession Certificate, the same shall not be construed as Legal Occupation and the Promoter shall be entitled to repossess the apartment, at my / our cost and responsibility.

32. I/We undertake that, I/we shall conceal / enclose the pipelines (copper pipes / drain pipes / electric pipes of the Air Condition / AC units) passing through the balconies / exterior wall of the Schedule Apartment, as instructed by the **Promoter** or I/we shall pay for the same (if the enclosure / concealing work is done by the **Promoter**). I/We hereby agree to install the outdoor units of the AC system, only in the location specified by the **Promoter** and also agree that the **Promoter** reserves the right to remove any outdoor unit of the AC, if installed by me/us in any location other than that specified by the **Promoter**, without issuing any notice to me/us.

33. I/We undertake that while executing the Alteration / interior works in the Schedule Apartment by me/us or the agencies appointed by me/us, I/we shall take proper care not to obstruct/hide/block the Automatic Sprinklers installed in the rooms of the Schedule Apartment. However, if any change in the location of any of the Automatic Sprinklers, separate permission/consent shall be obtained by me/us in writing along with approval on the plan showing the revised location of the Automatic Sprinkler.

34. I/We hereby undertake that I/we shall not hold the **Promoter** responsible for the delay in handing over the Schedule Apartment to me/us due to the execution of the Alteration/interior works undertaken in the Schedule Apartment and shall not have any claim of whatsoever nature against the **Promoter** if any delay is caused in handing over the possession of the Schedule Apartment.

35. I/We undertake and confirm that in case if I/we cancel the booking of the Schedule Apartment at any later date after the execution of alteration /interior works, I/we shall be liable to pay the cost of the alteration /interior works as well as the cost for redoing the works to bring back the apartment to its original position as per the standard plans/specification of the Promoter.

36. I / We hereby undertake to pay proportionate repair & maintenance charges of the Building (caused due to the damage done by the workers engaged by me/us for the Alteration / Interior Works of the Apartments), from the date of handing over possession to undertake Interior Works.

For ANDHRA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

Manager  
Director



37. I / We hereby undertake not to enclose the Balconies of the schedule Apartment in any form either now or in future (after the registration of the said Apartment in my/our name). I / We shall also not enclose / cover the open terrace / covered terrace / landscape areas attached to the schedule apartment in any manner. I / We also undertake not to change the Main Door of the schedule Apartment provided by you. I / We shall also not change or remove the window grills provided in the Apartment. I/We undertake that, I/we shall not change the entrance or the ornamental features provided in the Lobby without the written permission of the Promoter.
38. I/We undertake that, I/we shall not construct shoe rack or any other fixed / loose furniture in the common area / corridor, outside my apartment. However, if any standard design of the shoe rack (to be kept in the lobby outside the Schedule Apartment) is provided by the **Promoter**, I/we shall construct the shoe rack accordingly and the shoe rack shall be kept only in the designated location approved by the **Promoter**, I/we agree that the **Promoter** shall have the right to remove any shoe rack or any other furniture kept in the lobby outside the Schedule Apartment, which is not as per the standards approved by the **Promoter**.
39. I/We undertake not to fix any electrical fittings, or any other fixtures in the common area / corridor / passage outside the Schedule Apartment.
40. I/We undertake not to install any electric geysers in the Bathrooms or kitchen, as the same is prohibited by law and also not permitted as per the Sale Agreement signed between me/us and the **Promoter** and also not permitted in the Deed of Declaration.
41. I/We undertake that, I/we shall carry out all necessary civil, electrical and plumbing, sanitary and drainage works at my/our own cost through the respective contractors appointed by the **Promoter** for the **Project** and not through any other outside agency.
42. I/We undertake to pay the electricity charges for the power consumed during the period of executing the Alteration / interior works (at the rate charged by MESCOM for temporary power supply, during the period of works carried out before obtaining permanent power supply).
43. I/We undertake to pay to the **Promoter** the expenses incurred for the disposal of the debris (construction and demolition waste) due to the execution of the alteration /interior works in the Schedule Apartment, as per the standard procedure adopted by the **Promoter** in the Project.
44. I/We undertake that the workers/staff of the agencies executing the alteration /interior works shall use only the Service Lifts provided in the Project and shall not use the Passenger Lifts of the Project. I/We agree that if any workers/staff uses the Passenger Lifts, such persons shall be debarred by the **Promoter** from working in any of the apartments in the Project.

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For NISHI LAND INFRASTRUCTURE DEVELOPERS INDIA

Managing Director

45. I / We also agree that, since no water tap is provided in the apartment, for drinking water from the centralised RO Plant system installed in the Project) I/we shall not install separate RO water facility in the Kitchen.

46. I/We also agree that all discussions regarding the Alteration / Interior works required in the Schedule Apartment shall be held with Mr. \_\_\_\_\_ Only (Mobile No. \_\_\_\_\_) and any clarification / assistance required time to time shall also be communicated only to him.

#### SCHEDULE APARTMENT

..... bedroom apartment No.... on the ..... Floor of "SMRITHI HEIGHTS" Apartments building measuring ..... Sft. Super built-up area (Gross Saleable Area) along with the ..... % undivided right in the common areas and amenities of the "SMRITHI HEIGHTS" apartments building and car parking space No.... on the Ground floor of the "SMRITHI HEIGHTS" apartments building, situated at \_\_\_\_\_ Mangaluru.

1. ....

Date: .../.../...

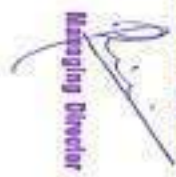
Place: Mangaluru.

2. ....

#### UNDERTAKERS

Annexure 1 - Floor Plan showing the Alteration to be executed by the Purchaser.

Annexure 2 - Electrical Layout Plan showing the Alteration works to be executed by the Purchaser.

  
  
  
For MISHA LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.   
Managing Director



Request letter from the Purchaser/s to the Promoter

Date: \_\_/\_\_/\_\_

From: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To:

The Managing Director,  
M/s. Nidhi Land Infrastructure Developers India (P) Ltd.,  
5<sup>th</sup> Floor, New Berry Enclave,  
Bejai – Kapikad Road,  
Mangalore – 575004.

Dear Sir,

**Sub: Request for executing and registering the Sale Deed and issuing Possession Certificate for the Legal Handing over of Apartment No.\_\_\_\_ in “SMRITHI HEIGHTS” Apartments Building at Pumpwell – Nanthoor Road, Mangaluru.**

*I / We would like to inform you that, I / we have completed the Alteration / Interior works in my /our apartment.*

I/We would like to inform you that we have made all the payments towards the purchase of the subject apartment, to the Promoter as per Annexure ‘C’ attached to the Agreement for Sale entered into between me/us and the Promoter.

Therefore, I/we request you to execute and register the Sale Deed of the subject apartment in my/our favour at the earliest and issue Possession Certificate for the Legal Handing over of the apartment.

Thanking you,

Yours sincerely,

(\_\_\_\_\_) *VMN*

*L.P.P*

*B.I*

*HP*

*For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.*  
Managing Director

*For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.*

*Managing Director*

**CERTIFICATE FOR POSSESSION**

Date: \_\_/\_\_/2023.

To;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

**Sub: Handing over Possession of Apartment No. \_\_\_\_ in "Smrithi Heights" Apartment Building at Pump Well - Nanthoor Road, Mangaluru.**

1. This is to put on record that the Possession of Apartment No. \_\_\_\_ of Smrithi Heights" Apartment Building at Pump Well - Nanthoor Road, Mangaluru, has been given to you on the \_\_\_\_ day of \_\_ 20\_\_, since you have cleared all the payments due to us towards the sale of undivided interest of land and the cost of construction of the aforesaid Apartment.
2. The "Smrithi Heights" Project is completed in all respects (including all the works in the common areas and all the Amenities / Facilities are provided) as per the terms of the Sale Agreement. We have also fulfilled all the requirements by obtaining all the Statutory Approvals.
3. We acknowledge the receipt of a sum of Rs. \_\_\_\_ (Rupees \_\_\_\_ only) paid by you towards the Prepaid Power consumption Charges / Deposit which shall be used towards payment of electricity charges payable during the period of undertaking alteration works and interior works by the apartment owner and the balance amount, if any, to be used in case of emergency, towards arrears in payment of Electricity charges by the apartment owners who are not occupying the apartments.
4. We acknowledge receipt of Rs. \_\_\_\_ (Rupees \_\_\_\_ only) paid by you towards the Prepaid Power consumption Charges / Deposit which shall be used towards payment of electricity charges payable during the period of undertaking alteration works and interior works by the apartment owner and the balance amount, if any, to be used in case of emergency, towards arrears in payment of Electricity charges by the apartment owners who are not occupying the apartments.
5. We acknowledge receipt of Rs. \_\_\_\_ (Rupees \_\_\_\_ only) paid by you towards the Prepaid Deposit towards Club House / User Fees which shall be used for the share of your apartment towards expenses incurred for replacement / repairs of the Club House facilities. This amount is collected separately, to ascertain that such replacements / repairs are undertaken immediately, without waiting for the amounts to be collected from the apartment owners.
6. We acknowledge receipt of Rs. \_\_\_\_ (Rupees \_\_\_\_ only) paid by you towards the Interest free Refundable Security Deposit which shall be adjusted towards the cost of rectifying the damages caused by the workers / agencies while undertaking the alteration works / interior works in the apartment, to any of the




For MCHIL LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

  
Managing Director





common areas, if any, and towards the cost of removal and transportation of debris generated while undertaking the alteration works / interior works in the apartment and the balance amount, if any, shall be adjusted towards the Sinking Fund charges payable by the purchaser/s.

7. The deposit amounts collected under (3) and (4) above, if adjusted towards the arrears payable by the apartment owners who have not occupied the apartment, shall be repaid by such owner to the Association at the time of occupying the apartment and such deposit amount shall be used in case of emergency only, as decided by the Association.

8. We have rectified all the defects in the subject Apartment, mentioned by you in the checklist provided to you, during the joint inspection done by you along with our representative. We have also handed over to you, all the keys of the Main door, service entry door and all internal doors of the said Apartment.

9. The Project shall be managed and maintained by the Promoter till such time and as per the terms and conditions mentioned in the Deed of Declaration. We have thoroughly checked and approved of all the Amenities and Facilities provided by us in the subject Apartment & in the Common Areas of the Project. However, if any defects are observed in the Structure and Amenities provided within a period of five years from the date of commencement of maintenance charges of the project and the same shall be rectified at our cost.

10. We shall also provide support to the "Smrithi Heights' Apartment Owners Association for maintaining the Facilities / Amenities provided in the apartments of the Project and in the Common Areas of the Project, through the respective Vendors/Contractors who have provided the Facilities / Amenities in the Project, for which the Annual Maintenance Contract charges shall be paid by the "Smrithi Heights" Apartment Owners Association, after the Guarantee / Warrantee period of such Facility / Amenity.

11. Kindly follow the procedure of registering the complaints in the Complaint Register maintained by the Manager of the AOA under the respective heads mentioned in the Register.

12. The categories under which the Complaints shall be raised, the procedure for registering the Complaints, the manner in which the Complaints would be addressed, the person / agency responsible for payment and the mode of payment are provided in Attachment [A] to this Certificate for necessary action.

For M/s. Nidhi Land Infrastructure Developers India (P) Ltd.

**Prashanth K. Sanil**  
Managing Director.

**Note:** Apart from the procedure to be followed (as mentioned in Attachment A) with regard to any observation of the defects or any other complaint to be raised, the same shall be communicated **only** to Mr. \_\_\_\_\_ (mobile no. \_\_\_\_\_), if the required response is not received from the concerned Agency.



For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.





**LETTER OF ACCEPTANCE**

Date: \_\_/\_\_/\_\_

From: \_\_\_\_\_  
\_\_\_\_\_

(Name and Address of Purchaser/s)

The Managing Director,  
M/s. Nidhi Land Infrastructure Developers India (P) Ltd.,  
5<sup>th</sup> Floor, New Berry Enclave,  
Bejai - Kapikad Road,  
Mangalore - 575004.

Dear Sir,

**Sub:** Acceptance to take Physical Possession of my/our Apartment No. \_\_\_\_\_ in  
"SMRITHI HEIGHTS" Apartments Building at Pump Well - Nanthoor Road, Mangaluru.

**Ref:** Your Intimation letter (by email) dated .....

I/We \_\_\_\_\_ am/are in receipt of your above referred letter after going through the contents of the same, I/We hereby accept to take the Physical Possession of the subject Apartment and accordingly completed the procedure mentioned in the above referred letter, including making the required payments as specified therein. I/We have also received all the keys of the Main door, Service entry door and internal doors.

I/We have verified the rectification works carried out by you in the subject Apartment as mentioned in the checklist prepared during the joint inspection of the Apartment by me/us along with your representative and agree that all the works executed in the Apartment are to my/our full satisfaction. I/We have checked, okayed and express my/our total satisfaction of the quality of Amenities, Facilities provided and all other works executed in the above-mentioned Apartment in particular and the whole Project in general.

However, any unnoticed problems pertaining to the said Apartment, in particular or the other Works / Facilities / Amenities of the Project, in general, if observed, shall be brought to the notice of the Promoter for rectification, within the period and by following the system mentioned in the procedure prescribed for Complaint Redressal.

I/We have gone through and agree to follow the Rules, Regulations & Guidelines as per list of guidelines given by the Promoters to all the Owners and Occupants of the apartments in the Building for the proper functioning and maintenance of the facilities / amenities of the Building.




For NIDHI LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.


  
Managing Director





I/We also agree to take the Legal possession of the subject Apartment after obtaining Occupation Certificate from Mangaluru City Corporation and after executing the Sale Deed of the apartment in my/our favour.

I/We also hereby agree to abide and strictly follow the Bye-laws and other terms and conditions mentioned in the Deed of Declaration of "Smrithi Heights" Apartment Building.

I/We also agree that all the common area works of the "Smrithi Heights" Apartments have been completed by the Promoter and hence I/we am/are liable to pay the maintenance charges of my/our apartment from \_\_\_\_\_.

OR

I/We also agree that I/we had taken temporary possession of the subject Apartment on \_\_\_\_\_ for undertaking Major Alteration works / Interior works and hence I/we am/are liable to pay the maintenance charges of my/our apartment from \_\_\_\_\_, and also agree that the payments towards the electricity charges consumed, debris removal & housekeeping charges and other charges payable during the period of undertaking the Alteration works / Interior works (as mentioned in the commitment letter given by me) may be adjusted from the pre-paid advance CAM charges paid by me/us.

I/We further confirm and declare that the Promoter has promptly responded to all the works to my/our utmost satisfaction, fulfilled all my/our requirements and I /we do not have any Complaints of whatsoever nature against the Promoter in respect of my/our Apartment referred above in particular and the whole Project in general.

I/We therefore request you to issue the Possession Certificate for handing over physical possession of the subject apartment and oblige.

Thanking you,

Yours sincerely,

(\_\_\_\_\_)



  
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For NICHIL LAND INFRASTRUCTURE DEVELOPERS INDIA (P) LTD.

  
Managing Director

