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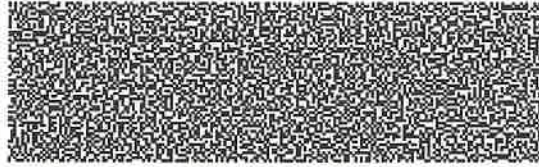
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

**Certificate No.** : IN-KA46376695653033W  
**Certificate Issued Date** : 21-Oct-2024 02:50 PM  
**Account Reference** : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-RJ  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0837547188605088W  
**Purchased by** : BRIGADE HOTEL VENTURES LIMITED  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : MEMORANDUM OF AGREEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : BRIGADE ENTERPRISES LTD  
**Second Party** : BRIGADE HOTEL VENTURES LIMITED  
**Stamp Duty Paid By** : BRIGADE HOTEL VENTURES LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
 (Five Hundred only)



Please write or type below this line

### MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“**Agreement**”) is made and executed between Brigade Enterprises Limited and Brigade Hotel Ventures Limited at Bengaluru, Karnataka State on this Twenty First day of October Two Thousand Twenty Four (21.10.2024) (“**Execution Date**”):



**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## BY AND BETWEEN

**BRIGADE ENTERPRISES LIMITED** (CIN No. L85110KA1995PLC09128 and PAN: AAACB7459F) a company incorporated under the Companies Act, 1956 and deemed to be incorporated under the Companies Act, 2013, having its registered office at 29<sup>th</sup> and 30<sup>th</sup> floors, World Trade Center, 26/1, Brigade Gateway, Dr. Rajkumar Road, Malleswaram, Rajajinagar, Bangalore, Karnataka, India, 560055, represented by its Executive Director Mr. Amar Mysore (hereinafter referred to as “**BEL**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the FIRST PART;

## AND

**BRIGADE HOTEL VENTURES LIMITED** (CIN No. U74999KA2016PLC095986 and (PAN: AAGCB8612G) a company incorporated under the Companies Act 2013, having its registered office at 29<sup>th</sup> and 30<sup>th</sup> floors, World Trade Center, 26/1, Brigade Gateway, Dr. Rajkumar Road, Malleswaram, Rajajinagar, Bangalore, Karnataka, India, 560055, represented by its Director Mr. Vineet Verma (hereinafter referred to as “**BHVL**”, which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors-in-interest and permitted assigns) of the SECOND PART;

*BEL and BHVL are hereinafter collectively referred to as the “Parties” and individually as a “Party”.*

## WHEREAS:

BEL being the real estate and property development company, entered into a Joint Development Agreement dated 08.06.2015 registered as Document No. 1547/2015-16 and stored in CD No. BSGD276 in the Office of Sub-Registrar Basavanagudi, Bangalore, with the M/s. Anish Maple Realty and M/s Veerabhadra Associates (Goa)( Land Owners) to develop property bearing 29 Acres 10.59 Guntas of converted lands comprised in Sy.Nos.48, 50, 51, 52, 53, 54/1A, 54/2, 54/3, 54/4, 56/1, 56/2, 57/1A, 57/1B, 57/2, 58, 59, 61/2, 62, 63, 64, 65/1, 65/2, 66/1 & 66/2 of Kittaganahalli Village, Attibele Hobli, Anekal Taluk, totally measuring 17 Acres 18.20 Guntas and bearing Sy.Nos.73/P2, 74/1, 75/1, 84/2, 84/3, 85/1, 85/2, 85/3, 85/4, 86, 87/2, 88, 89/2, 94/1, 94/2, 94/3, 94/4, 94/6, 96, 97, 98, 100, totally measuring 11 Acres 33 Guntas of Banahalli Village, Attibele Hobli, Anekal Taluk, into “Mixed Use Development” and Land owners executed a General Power of Attorney of even date registered as Document No. 141/2015-16 and stored in C.D. No. BSGD276 in the Office of Sub-Registrar Basavanagudi, Bangalore, thereby empowering the BEL to develop the said property in terms of Joint Development Agreement and for sale of divided / undivided land and buildings thereon. allocated to the share of BEL in terms of Joint Development Agreement. BEL and Landowners have envisaged residential buildings, commercial/ retail including retail mall and a 3-star hotel etc., in the overall development.

- A. BEL obtained a ‘Development Plan’ bearing No. APA/LAO/50/2020-21, dated 18th July 2022, duly approved by Anekal Planning Authority, Anekal with respect to Properties bearing Sy. Nos. 50, 51, 52, 53, 54/1A, 54/2, 54/3, 54/4, 56/1, 56/2, 57/1A, 57/1B, 57/2, 58, 59, 61/2, 62, 63, 64, 65/1, 65/2, 66/1 & 66/2 of Kittaganahalli Villages, Attibele Hobli, Anekal Taluk and Survey Numbers 73/P2, 74/1, 75/1, 84/2, 84/3, 85/1, 85/2, 85/3, 85/4, 86, 87/2 of Banahalli Village, Attibele Hobli, Anekal Taluk, measuring about 23 Acres 9.25 Guntas (more fully described in Schedule A hereto, and hereinafter referred to as the “Larger Land”) for mixed use development,



wherein "Block A" and "Block B" are shown for future development. The "Block C" and "Block D" are shown as Residential Development and Club House respectively. BEL contemplates to come out with Residential Development in Block B and Retail Cum Commercial building & Hotel in Block A. The entire development in Larger Property as aforesaid is identified as 'BRIGADE VALENCIA' and the residential development in "Block B" is identified as Brillio at Brigade Valencia & "Block C" is identified as "Cielo at Brigade Valencia". Under the JDA, parties agreed to share the total super built-up area with 30% to the Landowners and balance 70% to the BEL.

- B. BEL has earmarked 13,387.78 sq.mtrs. of land area forming part of the Lager Property for the development of Retail and Commercial and Hotel. The Land specifically earmarked for the Hotel measures about 4168.66 sq.mtrs. which is fully described in Schedule A to this Memorandum of Agreement and is hereinafter referred to as "Schedule A Property" for the sake of convenience.
- C. Furtherance to the Development Plan and building plan secured, 100% of the Hotel has been allotted exclusively to the share of the BEL.
- D. BHVL is a wholly owned 100% subsidiary of Brigade Enterprises Limited, which is into business of running and managing hotel, it has expressed its interest to acquire schedule A property which is earmarked for developing the Hotel ("Proposed Transaction") from BEL, with an intention to build and own the hotel as per the plan sanctioned by approving authorities.
- E. BEL represents that (a) it has legal and valid right, title and interest over the Larger Land and as such it can convey an indefeasible right, title and interest in the Larger Land and/or any part and parcel of the Larger Land in favour of the BHVL, (b) there are no restrictions/impediments on its right, title and interest to transfer the Larger Land to the BHVL, (c) there is no claim, mortgage, charge, lien, attachment, requisition or acquisition, encumbrances in respect of the Schedule A Property and (d) Property taxes have been paid UpToDate ;
- F. Relying on the representations, the BEL has agreed to sell & BHVL has agreed to purchase from BEL the Schedule A Property for the terms mutually agreed between them. Now the Parties intend to record the terms and conditions for sale and accordingly the Parties have agreed to execute this Agreement.

**NOW THEREFORE IN PURSUANCE OF THE FOREGOING, THE PARTIES HERETO, INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:**

1. In pursuance of the Proposed Transaction, BEL has agreed to sell and BHVL has agreed to purchase from BEL the Schedule A Property for a total consideration of Rs. 15,00,00,000 (Rupees Fifteen Crores Only). Upon the receipt of the entire sale consideration, BEL shall execute Sale / Conveyance Deed favoring the BHVL for which BHVL shall be liable to bear all such expenses which may be but not limited to stamp duty, registration charges, transfer duty for Sale/Conveyance Deed.
2. BHVL agrees to pay the Sale Consideration of Rs. 15,00,00,000/- (Rupees Fifteen Crores only) to the BEL as per the following schedule:





- (a) Advance sale consideration: A sum of Rs 1,48,50,000 (Rupees One Crore Forty-Eight Lakhs and Fifty Thousand Only) paid through cheque bearing No. 589476 dated 19/10/2024 on Axis Bank Limited Branch, Bangalore, drawn by the Second Party in favour of the First Party, after deducting the TDS of 1 % i.e., Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) thus totaling to Rs. 1,50,00,000 (Rupees One Crore Fifty Lakhs Only), is paid by the BHVL to BEL on the date of signing this Agreement, which shall form part of the Sale Consideration.
- (b) Further Payments: The balance amount of Rs.13,50,00,000/- (Rupees Thirteen Crores Fifty Lakhs Only) shall be paid by the BHVL to the BEL at the time of execution & registration of the Sale Deed in favor of the BHVL.
3. All payments shall be made by the Buyer to the Seller by way of Cheque/ Demand Draft/ Bank Transfer/ RTGS/ NEFT drawn in favor of [BEL name] and shall be subject to applicable taxes, if any.
  4. Any statutory deductions or charges applicable on the Sale Consideration shall be borne and adjusted by [BHVL] in accordance with the applicable law at the time of each payment.
  5. The Sale of the Schedule A Property shall be completed on or before 31st March 2025 from the date of this Agreement and till then this Agreement will be in force and binding on the Parties hereto without any further notice in respect thereto. The Parties may mutually agree to extend the timeline through discussions if necessary.
  6. BEL shall pay all taxes, assessments, property taxes, outgoing and other charges and taxes etc., in respect of Schedule A Property to the Jurisdictional Authorities till the date of sale and the BHVL shall be liable to pay the above from date of sale.
  7. Possession – BEL will hand over physical and vacant possession of the Schedule A Property simultaneously upon execution and registration of the Sale Deed.
  8. BEL has agreed to make Landowners as party to the Sale Deed(sellers/ confirming party as the case maybe ), if BHVL is advised to do so by their Legal Counsel.
  9. BHVL agrees to confirm and adhere to the rules and regulations that may be enforced by BEL or Federation of Association formed for the upkeep of the common areas and facilities, including the Road, Park & Open Space, Landscape, CA etc., and contribute towards the campus maintenance charges.
  10. This Agreement shall be governed by and construed in accordance with the laws of India. Each Party submits to the exclusive jurisdiction of the courts situated at Bengaluru, Karnataka State.
  11. All notices, requisitions to be sent amongst the Parties shall be deemed to have been validly sent if the same are sent to the addresses mentioned against their names herein this Agreement by electronic mail, and by registered post acknowledgement due.



12. Each Party shall bear its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Agreement and shall be liable and responsible for any and all tax incidences arising out of the Proposed Transactions.
13. This Agreement shall be signed in one or more counterparts, all of which shall be construed to be an original and shall together constitute one instrument.
14. The Parties hereby agree that this Agreement constitutes a legal and binding obligation on them and their respective successors and permitted assigns.
15. The individuals signing below warrant and represents that they have the authority to bind the entities for which they have signed this Agreement.

**LARGER PROPERTY**  
(Area covered under Development Plan)

All that Piece and Parcel of Lands comprising of comprising Survey Numbers 50, 51, 52, 53, 54/1A, 54/2, 54/3, 54/4, 56/1, 56/2, 57/1A, 57/1B, 57/2, 58, 59, 61/2, 62, 63, 64, 65/1, 65/2, 66/1 & 66/2 of Kittaganahalli Villages, Attibele Hobli, Anekal Taluk and Survey Numbers 73/P2, 74/1, 75/1, 84/2, 84/3, 85/1, 85/2, 85/3, 85/4, 86, 87/2 of Banahalli Village, Attibele Hobli, Anekal Taluk measuring about 23 Acres 9.25 Guntas (less the areas relinquished to Anekal Planning Authority) and bounded by:

East : Bangalore-Chandapura Main Road, proposed 45 meter wide master plan road, Property in Sy.No.48(P) & 59(P), 49, 49/1, 49/2, CA Site No.1, Sy.No.90/1, 90/2, CA Site No.2, Sy.No.88, Sy.No.89/1, Sy.No.89/2, Sy.No.87/1, Sy.No.96.

West : Property in Sy.Nos.66/1(P), 66/2(P), 65/1(P), 69, 71, 61/1, 61/2(P), 59 (P), 56/1(P), 56/2 (P), 54/1B, 75, 84/1 & 83.

North : Property in Sy.No.84/1, 54/1B, 55/2, 56/2(P), 59(P), 61/2 (P), 61/1, 65/1(P), 66/2, 66/1(P), Sy.No.48 (P) and Bangalore- Chandapura Main Road,

South : Property in Sy.No.61/1, 56/2, 84/1, 75/2, 74/2 & 73(P)

**: SCHEDULE 'A' PROPERTY:**

All that Piece and Parcel of Lands comprising of Survey Numbers 62, 63, 64/1, 65/1 & 65/2 of Kittaganahalli Villages, Attibele Hobli, Anekal Taluk measuring about 4168.66 Sq. Mtrs., over which Hotel/ Wing 1 of Building A is proposed to be built and bounded by :

East : Proposed 45 mtrs wide master plan road;

West : Wing 2 of Building A ( commercial & Retail )& Sy No. 61/1;





North : Wing 2 of Building A ( commercial & Retail ) & 18 Mtrs wide drive way;&

South : Block B residential development Brillio;

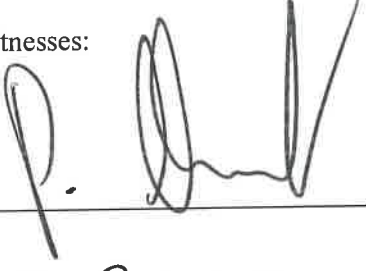
(Plan Annexed )




IN WITNESS WHERE OF THE PARTIES HEREIN HAVE SIGNED AND EXECUTED THIS MEMORANDUM OF AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

SIGNED FOR AND ON BEHALF OF BRIGADE ENTERPRISES LIMITED	SIGNED FOR AND ON BEHALF OF BRIGADE HOTEL VENTURES LIMITED
<p>Signature: </p> <p>Name: <b>Amar Mysore</b> Designation: Executive Director</p> 	<p>Signature: </p> <p>Name: <b>Vineet Verma</b> Designation: Director</p> 

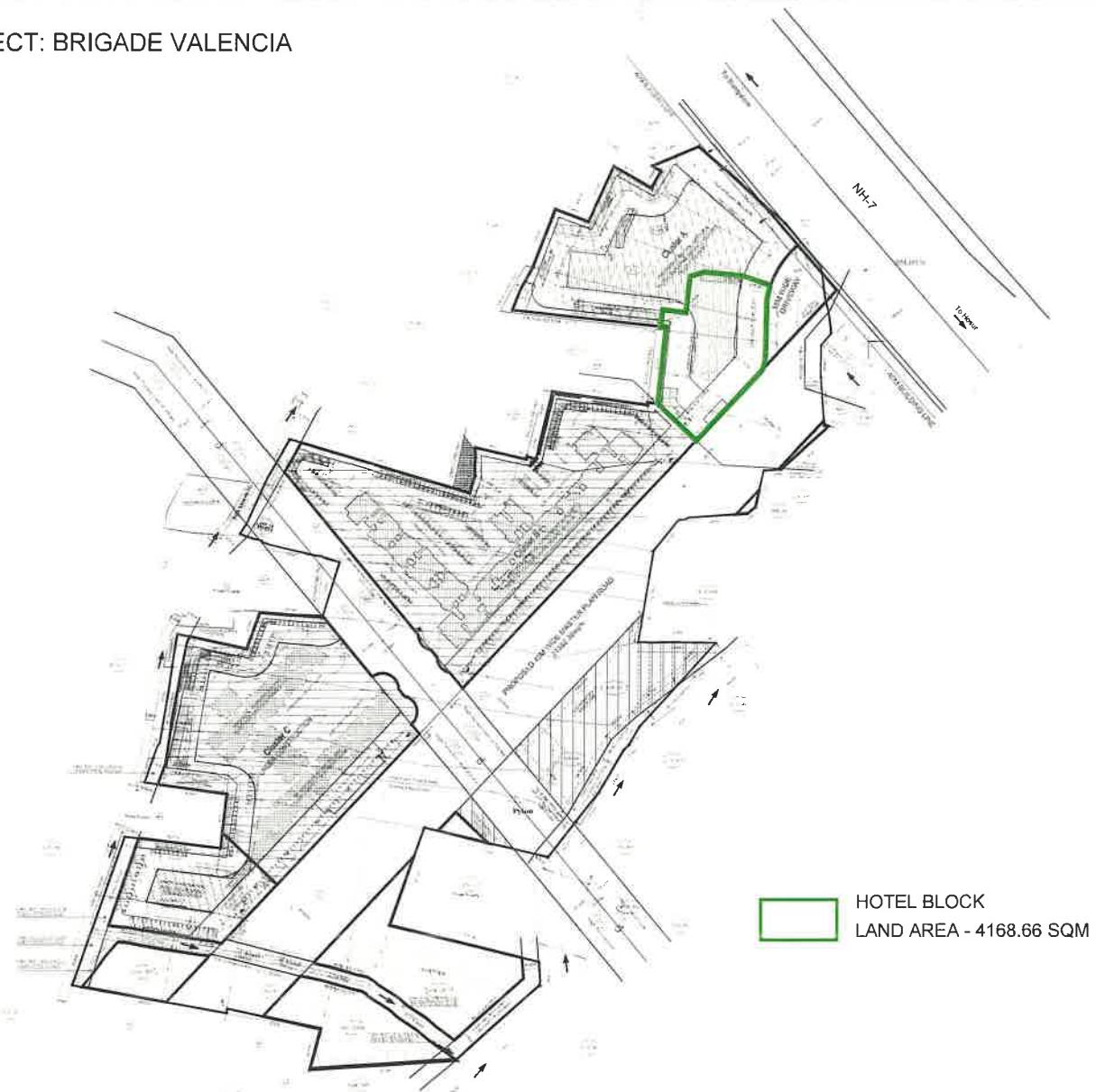
Witnesses:

1.   
Om Prakash P

&

2.   
Anand Natarajan M

PROJECT: BRIGADE VALENCIA





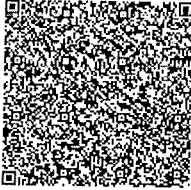
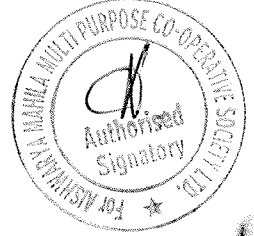
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**Government of Karnataka**

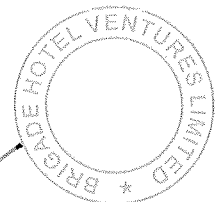
**e-Stamp**

**Certificate No.** : IN-KA59769645912617X  
**Certificate Issued Date** : 16-Jun-2025 03:31 PM  
**Account Reference** : NONACC (FI)/ kacrsf108/ MAHALAKSHMI/ KA-RJ  
**Unique Doc. Reference** : SUBIN-KAKACRSFL0839565464341462X  
**Purchased by** : BRIGADE HOTEL VENTURES LIMITED  
**Description of Document** : Article 5(J) Agreement (in any other cases)  
**Property Description** : MEMORANDUM OF AGREEMENT  
**Consideration Price (Rs.)** : 0  
 (Zero)  
**First Party** : BRIGADE ENTERPRISES LTD  
**Second Party** : BRIGADE HOTEL VENTURES LIMITED  
**Stamp Duty Paid By** : BRIGADE HOTEL VENTURES LIMITED  
**Stamp Duty Amount(Rs.)** : 500  
 (Five Hundred only)



Please write or type below this line

**This E-Stamp paper forms part and parcel of the Letter of Extension executed on 16<sup>th</sup> day of June 2025 at Bangalore for extension of Memorandum of Agreement dated 21.10.2024 executed between Brigade Enterprises Limited and Brigade Hotel Ventures Limited.**



**Statutory Alert:**

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

IN-KA-59769645912617X



This **Letter of Extension** is executed on **16<sup>th</sup> day of June 2025** at Bangalore for extension of Memorandum of Agreement dated 21.10.2024.


**Subject: Extension of Memorandum of Agreement dated 21<sup>st</sup> October 2024 signed between Brigade Enterprises Limited and Brigade Hotel Ventures Limited with respect to the project Brigade Valencia , bearing Sy. Nos.62,63,64/1,65/1 & 65/2 situated at Kittaganahalli Village, Attibele Hobli, Anekal Taluk, Bangalore (Schedule A Property).**

This refers to the Memorandum of Agreement (“MOA”) dated 21<sup>st</sup> October 2024 between Brigade Enterprises Limited (“BEL”) and Brigade Hotel Ventures Limited (“BHVL”), under which BEL agreed to sell and BHVL agreed to purchase approximately 4,168.66 sq mtr of land described in Schedule A to the MOA, earmarked for hotel development.

The parties acknowledge that under the MOA, the sale was to be completed on or before 31 March 2025 the MOA has now expired, and by mutual agreement, the term of the MOA is hereby extended by six (6) months.


The parties hereby confirm that, during the Extended Term, all rights, obligations, representations, covenants, liabilities, and conditions under the Memorandum of Agreement dated 21 October 2024 (‘MOA’) shall remain in force and effect and shall be extended accordingly, and no term of the MOA shall be amended, waived, released, discharged, or in any way modified unless agreed in writing and executed by both the Parties.

Brigade Enterprises Limited

  
**Amar Mysore**  
Executive Director



Brigade Hotel Ventures Limited

  
**Vineet Verma**  
Director

