



सत्यमेव जयते

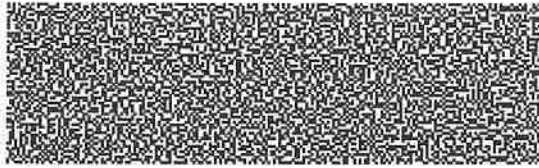
INDIA NON JUDICIAL

Government of Karnataka

Rs. 500

e-Stamp

Certificate No. : IN-KA46379145382373W
Certificate Issued Date : 21-Oct-2024 02:52 PM
Account Reference : NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-RJ
Unique Doc. Reference : SUBIN-KAKACRSFL0837536587616662W
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 HOSPITALITY SERVICES LIMITED
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 **HOSPITALITY SERVICES** 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:

BRIGADE HOSPITALITY SERVICES LIMITED

A Company incorporated under the Companies Act, 1956
And having its Regd. Office at 29th & 30th Floors,
World Trade Centre, Brigade Gateway Campus,
26/1, Dr. Rajkumar Road, Malleshwaram – Rajajinagar,
Bengaluru – 560 055

Represented by its Chief Financial Officer:

Mr. Jayanth B. Manmadkar

Hereinafter called the **"FIRST PARTY/ SELLER"**

(Which expression wherever it so requires shall mean and include all its successors-in-interest and assigns etc.,) of the **First Part;**

AND:

BRIGADE HOTEL VENTURES LIMITED

A Company incorporated under the Companies Act, 1956
and having its registered office at 29th and 30th Floors,
World Trade Center, Brigade Gateway Campus,
26/1, Dr. Rajkumar Road, Malleswaram, Rajajinagar,
Bangalore- 560055

Represented by its Director:

Mr. Vineet Verma

Hereinafter called the **"SECOND PARTY/ PURCHASER."**

(Which expression wherever it so requires shall mean and include all its successors-in-interest and assigns etc.) of the **Second Part.**

WITNESSETH:

WHEREAS the Seller represents that they are the full and absolute owners by title in respect of all that piece and parcel of the property bearing Survey Numbers 1/3A/13 measuring 4.05 Ares, 1/3A/12 measuring 17.40 Ares, 1/3A/7 measuring 22.26 Ares, 1/3A measuring 26.30 Ares, 1/3A/1/4 measuring 22.26 Ares, 1/3A/1/4 measuring 6.07 Ares, , 14/1/2 measuring 2.02 Ares, 1/3A measuring 14.97 Ares, 1/3B/19 measuring 13.96 Ares, 1/3A/20 measuring 4.05 Ares, 1/3A/23 measuring 42.49 Ares, 1/3A measuring 40.47 Ares, 1/5 measuring 14.16 Ares, 1 /4 measuring 9.71 Ares, 1/3A/1 measuring 11.33 Ares, 1/3C measuring 17.81 Ares, 1/3B measuring 2.43 Ares, 1/3C measuring 12.55 Ares, 1/3A/22 measuring 2.02 Ares, 1/3B measuring 9.31 Ares, and 1/3A/22 measuring 10.93 Ares, in all measuring 7 Acres 62 Cents, situated at Kulasekharamangalam Village, Vaikom Taluk, Kottayam District, more fully described in the Schedule herein and hereinafter referred to as **"Schedule Property"**.



WHEREAS the Seller has acquired the Schedule Property under the Sale Deed dated 23-02-2008 registered as Document No. 595 of 2008 of Vaikom Sub Registrar's Office.

AND WHEREAS the Purchaser being the owner of the adjoining lands, is looking for additional land parcel for a hospitality project and in this regard, has approached Seller with a proposal to buy the Schedule Property.

AND WHEREAS the Seller has offered to sell the Schedule Property by representing that the Seller is the sole and absolute owner of the Schedule Property and their title to the Schedule Property is free hold and their title to the same is good, marketable and subsisting and none else have any right, title, interest or share therein and cost of good title shall be that of Seller and that the Schedule Property is free from encumbrances, litigations and claims including all claims by way of sale, exchange, mortgage, gift, inheritance, trust, possession, easement, lien or otherwise and taxes have been paid upto date.

AND WHEREAS the Seller for the reasons state above have offered to sell the Schedule Property by making the aforesaid representations for a sum of Rs.7,62,00,000/- (Rupees Seven Crores Sixty Two Lakhs only) free from all encumbrances and litigations and the Purchaser above named has agreed to purchase the Schedule Property from the Seller for the said sum of Rs.7,62,00,000/- (Rupees Seven Crores Sixty Two Lakhs only) free from all the encumbrances and litigations.

NOW THIS MEMORANDUM OF AGREEMENT (MOA) WITNESSETH AND IT IS HEREBY AGREED BY & BETWEEN THE PARTIES AS FOLLOWS:

That in pursuance of the aforesaid MOA and in consideration of the payment of the sale price agreed to be paid in terms herein, the Seller shall sell and the Purchaser shall purchase all that Schedule Property for the aforesaid sum free from all encumbrances, mortgages, litigations, charges, maintenance charges, claims and demands etc., subject to the following terms and conditions: -

1) SALE PRICE:

The consideration for sale of the Schedule Property is stipulated at Rs.7,62,00,000/- (Rupees Seven Crores Sixty Two Lakhs only) and the said consideration shall be paid in the manner stated in this MOA.

2) PAYMENT:

The Purchaser has this day paid a sum of Rs.75,43,800/- (Rupees Seventy-Five Lakhs Forty-Three Thousand Eight Hundred only) as part payment of sale price by cheque bearing No. 589478 dated 19/10/2024 on Axis Bank Limited Branch, Bangalore, drawn by the Purchaser in favour of the Seller, as part payment towards sale price after deducting TDS of 1% i.e., Rs. 76,200/- (Rupees Seventy Six Thousand Two Hundred



only), thus totaling Rs.76,20,000/- (Rupees Seventy Six Lakhs Twenty Thousand only), which sum the Seller hereby admit and acknowledge the receipt of the same on the execution of this MOA. The balance sale price shall be paid by the Purchaser to the Seller at the time of execution and registration of the Sale Deed in respect of the Schedule Property as per the area found on survey.

3) **PERIOD FOR COMPLETION:**

The sale of Schedule Property shall be completed on or before 31.03.2025 or such further extended time as the parties may mutually agree in writing.

4) **POSSESSION:**

The Seller shall deliver and put the Purchaser in actual, physical, vacant possession of the Schedule Property at the time of execution of Sale Deed against payment of balance sale price.

- 5) 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.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) The Parties hereby agree that this Agreement constitutes a legal and binding obligation on them and their respective successors and permitted assigns.
- 10) The individuals signing below warrant and represents that they have the authority to bind the entities for which they have signed this Agreement.



SCHEDULE PROPERTY

All that piece and parcel of the properties measuring 7 Acres 62 Cents, situated at Kulasekharamangalam Village, Vaikom Taluk, Kottayam District bearing various Survey Numbers as detailed hereunder: -

SL. No	Sy. No	Extent
1	Sy.No.1/3A/13	4.05 Ares equivalent to 10 cents
2	Sy.No.1/3A/12	17.40 Ares equivalent to 43 cents
3	Sy.No.1/3A/7	22.26 Ares equivalent to 55 cents
4	Sy.No.1/3A	26.30 Are equivalent to 65 cents
5	Sy.No.1/3A/1/4	22.26 Ares equivalent to 55 cents
6	Sy. No.14/1/2	2.02 Ares (Equivalent to 5 Cents)
7	Sy. No. 1/3A/1/4	6.07 Ares equivalent to 15 Cents
8	Sy.No.3/1A	2.02 Ares equivalent to 5 Cents
9	Sy. No. 1/3A	14.97 Ares equivalent to 37 Cents
10	Sy.No.3/1	2.02 Ares equivalent to 5 Cents
11	Sy.No.1/3B/19	13.96 Ares equivalent to 34.50 cents
12	Sy.No.1/3A/20	4.05 Ares equivalent to 10 cents
13	Sy. No. 1/3A/23	42.49 Ares equivalent to 105 cents
14	Sy.No.1/3A	40.47 Ares equivalent to 100 cents
15	Sy.No.1/5	14.16 Ares equivalent to 35 cents
16	Sy.No.1/4	9.71 Ares equivalent to 24 cents
17	Sy. No. 1/3A/1	11.33 Ares equivalent to 28 Cents
18	Sy.No.1/3C	17.81 Ares equivalent to 44 cents
19	Sy.No.1/3B	2.43 Ares equivalent to 6 cents
20	Sy.No.1/3C	12.55 Ares equivalent to 31 cents
21	Sy.No.1/3A/22	2.02 Ares equivalent to 5 Cents
22	Sy.No.1/3B	9.31 Ares equivalent to 23 cents
23	Sy.No.1/3A/22	10.93 Ares equivalent to 27 cents
	Total	7 Acres 62 Cents



Bounded as under: -

East by: River
 North by: River
 West by: Pattathikad Property
 South by: Purayidom.

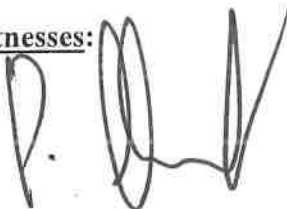
(Plan annexed)

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 HOSPITALITY SERVICES LIMITED	SIGNED FOR AND ON BEHALF OF BRIGADE HOTEL VENTURES LIMITED
Signature:   Name: Jayanth B. Manmadkar Designation: Chief Financial Officer Seller	Signature:   Name: Vineet Verma Designation: Director Purchaser

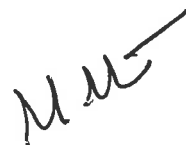
Witnesses:

1)



Om Prakash P

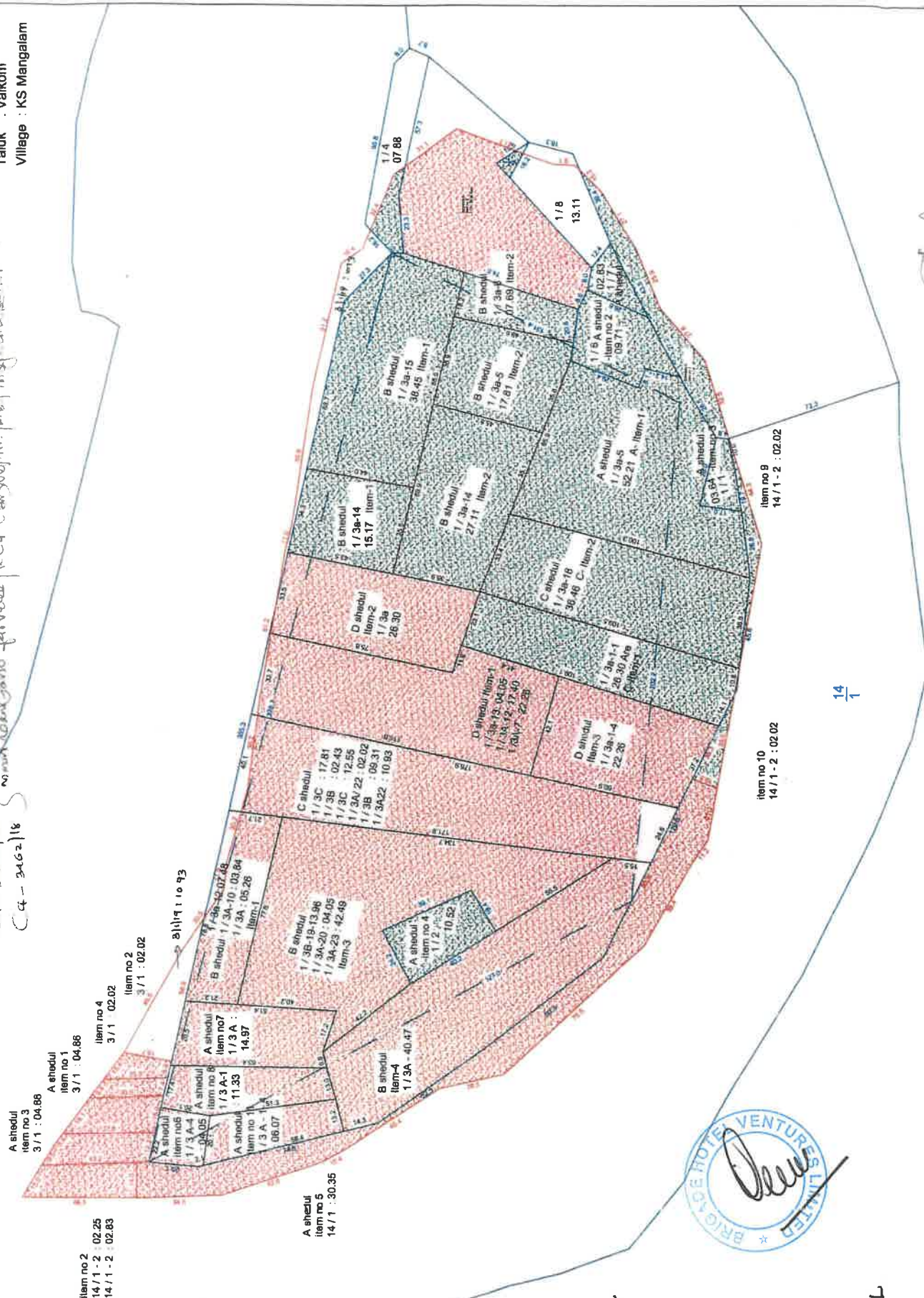
2)



Anand Natarajan M

CA - 362/18
26/2/18

District : Kottayam
Taluk : Vaikom
Village : KS Manga



14/1

7HVL

2015/05/24
Kuskoog

[illegible]

BHSL

~~Cat. 3-186 | 18
C. A. 3-186 | 18~~

Land proposed for
Sale by BHSL to BHL

31 279

$$\frac{14}{27} \times \frac{9}{14} = \frac{1}{3}$$

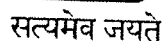
Prepared by Dr. Praveen A. S.
TALUK SURVEYOR 15/10/18
Taluk Office, Kankkoda

Countersigned

Taherdoost (LR)
Yakom

Disc 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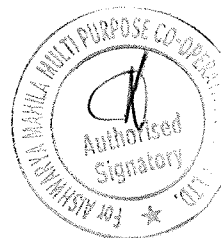
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1/3 A/5	52.21 Acres	
3/1 A/18	10.93 Acres	
14/1 A/16	27.13 Acres	
1/9	0.81 Acres	
1/7	02.83 Acres	
1/6	09.71 Acres	
1/1	03.64 Acres	
1/2	10.52 Acres	
1/3 A/14	15.17 Acres	
1/3 A/15	38.45 Acres	
1/3 A/5	17.81 Acres	
1/3 A/6	07.69 Acres	
1/3 A/16	27.11 Acres	
1/3 A/17	28.30 Acres	
1/3 A/18	36.48 Acres	



Government of Karnataka

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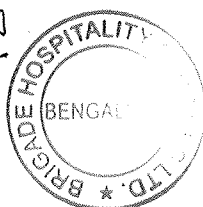
Certificate No.	: IN-KA59766600170275X
Certificate Issued Date	: 16-Jun-2025 03:30 PM
Account Reference	: NONACC (FI)/ kacrsfl08/ MAHALAKSHMI/ KA-RJ
Unique Doc. Reference	: SUBIN-KAKACRSFL0839561511389457X
Purchased by	: BRIGADE HOTEL VENTURES LIMITED
Description of Document	: Article 5(J) Agreement (in any other cases)
Property Description	: MEMORANDUM OF AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: BRIGADE HOSPITALITY SERVICES LIMITED
Second Party	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Paid By	: BRIGADE HOTEL VENTURES LIMITED
Stamp Duty Amount(Rs.)	: 500 (Five Hundred only)



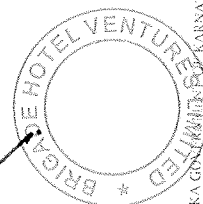
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This E-Stamp paper forms part and parcel of the Letter of Extension executed on 16th day of June 2025 at Bangalore for extension of Memorandum of Agreement dated 21.10.2024 executed between Brigade Hospitality Services Limited and Brigade Hotel Ventures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

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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.

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


Subject: **Extension of Memorandum of Agreement dated 21st October 2024 signed between Brigade Hospitality Services Limited and Brigade Hotel Ventures Limited with respect to the land measuring 7 Acres 62 Cents situated at Kulashekhamangalam Village, Vaikom Taluk, Kottayam District.**

This refers to the Memorandum of Agreement ("MOA") dated 21 October 2024 between Brigade Hospitality Services Limited ("BSHL") and Brigade Hotel Ventures Limited ("BHVL"), under which BSHL has agreed to sell and BHVL agreed to purchase land bearing 7 Acres 62 cents as described in the Schedule to the MOA, which is proposed for hotel development.

The parties acknowledge that under the MOA, the sale was to be completed on or before 31st 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 Hospitality Services Limited


Jayanth B Manmadkar
Chief Financial Officer



Brigade Hotel Ventures Limited


Vineet Verma
Director

