

తెలంగాణ తెలంగాణ TELANGANA  
SL.No. 1359 dt. 20-02-2021 Rs.100/-

Pur.Name. Y. ANJIAH S/o. LINGAIAH, Hyd  
For Whom: EAST SIDE RESIDENCY ANNOJIGUDA LLP, Hyd

*DUSA SRINIVAS RAO*  
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LICENSED STAMP VENDOR  
LIC.No. 16-05-23/1998, RI.No. 16-05-013/2020  
H.No. 12-11-696, Warasiguda,  
Sec,bad, Mobile. 9247420863

### INDEMNITY DEED

This Indemnity deed is made and executed at Hyderabad on the 25<sup>th</sup> day of February, 2021 by:

1. M/s. Satyavani Homes JV, a registered partnership having its office at A-203, Kushal Towers, Khairtabad, Hyderabad – 500 004, represented by its Managing Partner Mr. P. Surya Prakash, S/o. P. Hanumantha Rao, aged 56 years, Occupation: Consultant
2. Mr. Ashish Wadhawan, S/o. Mr. Natharam Wadhawan, aged about 36 years, Occupation: Business, R/o. No. 2-3-703/1/A, Amberpet, Hyderabad.

Referred to jointly referred to as Owners and severally as Owner no. 1 & Owner no. 2, also referred to as Indemnifying Party.

### IN FAVOUR OF

M/s. East Side Residency Annojiguda LLP, a limited liability partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 and represented by its Designated Partner Mr. Anand Mehta, S/o. Shri Suresh U. Mehta, aged about 42 years, Occupation Business.

Referred to as Developer, also referred to as Indemnified Party.

For Satya Vani Homes-J.V.

*P. I. Prakash*  
Partner

*Ashish Wadhawan*  
2  
For EAST SIDE RESIDENCY ANNOJIGUDA LLP  
*Anand Mehta*  
Designated Partner



The term Owners, Developer, Indemnifying Party and Indemnified Party shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees and the like.

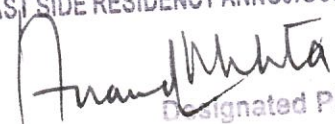
WHEREAS:

- A. The parties herein have entered into two joint development agreements registered as document nos. \_\_\_\_\_/2021 & \_\_\_\_\_/2021, dated 25.02.2021 at SRO Ghatkesar for development of land admeasuring 31,122 sq. yd, forming a part of Survey Nos. 97 & 98, situated at Annojiguda Village, under Pocharam Grampanchayat, Ghatkesar Revenue Mandal, Medchal-Malkajgiri District, Telangana State, hereinafter referred to as the Scheduled Land.
- B. Owner no. 1 is developing part of the above referred land admeasuring 4,965 sq. yds, into a Commercial Cum Residential Complex.
- C. Developer is developing part of the above referred land admeasuring 25,005 sq. yds, into a Housing Complex.
- D. Owner no. 2 along with other co-owners had entered into a JDA registered as document no. 13581/06 dated 24-08-2006 at SRO Ghatkesar for development of land which included in the Scheduled Property and the said Joint Development agreement was cancelled by way of cancellation deed bearing no. \_\_\_\_\_/2021, dated 25.02.2021 registered at sub-registrar office Ghatkesar.
- E. Owner no. 1 & Owner no. 2 are majority owners of the Scheduled Land along with Mr. D. Sathi Reddy, Mr. K.M. Reddy, Mr. Suresh Agarwal, Mr. Abhishek Garg, Mr. G. Srihari and Mrs. G. Latha (hereinafter referred to as the Other Co-Owners).
- F. The Indemnifying Party has made the following representation to the Developer:
  - i. They along with the Other Co-Owners are the absolute owners of the property and there are no claims of whatsoever nature from any one else.
  - ii. Mrs. Suman Wadhawan, sister of Owner no. 2 has been represented by her natural father Mr. Natharam Wadhawan in conveying title to Owner no. 2 herein. She has no claim of whatsoever nature on the Scheduled Property.
  - iii. Parts of the Scheduled Property were sold to 5 five persons as plots by way of sale deeds details of it are mentioned in Annexure -A. The Owners have purchased any subsisting right from the 5 plot owners and that conveyance deed (or reconveyance) shall be executed in favour of the Owners within 60 days.
  - iv. That there are no subsisting bookings (of sales) made to prospective purchasers on earlier dates by the Owners and such bookings, if any, have been cancelled and amounts refunded to such prospective purchasers.
  - v. The Owners have no liability to statutory authorities, banks, financial institutions, third parties, contractors, vendors, etc., in relation to the Scheduled Land and/or development carried out by Owner no. 2 on earlier periods.

For Saiya van Homes-J.V.

  
Partner



For EAST SIDE RESIDENCY ANNOJIGUDA LLP  
  
Designated Partner



- G. The Developer has incurred the following expenses for the purposes of development of the Housing Complex on the following counts:
- Security deposit and other payment made to Owner no. 1— details given in Annexure-B.
  - Stamp duty and registration charges paid for registration of the JDA—details given in Annexure -C.
  - Stamp duty, registration charges and other expenses incurred on behalf of the Owners which are repayable by the Owners to the Developer – details given in Annexure-D.
  - Expenses incurred towards permit fees and charges and other statutory approvals – details given in Annexure -E.
  - Expenses incurred towards development activity at site, admin expenses, professional/consultancy fees and charges, etc– details given in Annexure-F.
- H. The Developer will further incur additional expenses on the following count:
- On making further payments to the Owners.
  - For stamp duty and registration charges related to execution and registration of Supplementary JDA allocating flats between Owners and the Developer.
  - For permit fees and charges and other statutory approvals.
  - For development work at site.
- I. The Developer has agreed to develop part of the Scheduled Land into a Housing Complex subject to Owners indemnifying the Developer against any loss, costs, expenses, liability or damage of that the Developer may suffer due to defect in title of the Scheduled Land or other claims on the terms and conditions given herein.

NOW THEREFORE THIS INDEMNITY DEED WITNESSETH AS FOLLOWS:

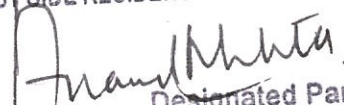
1. The Indemnifying Party undertakes to indemnify, defend all hold harmless the Indemnified Party, their officers, directors, employees, prospective purchasers and agents (together the Indemnified Party), at all times, to the fullest extent lawful, without any demur, from and against any loss, costs, expenses, liability or damage suffered by the Indemnified Party as a result of any actions, suits, claims, proceedings. Damages, judgements and amounts paid in settlement (including without limitation attorneys' fees and disbursements at actuals) relating to or arising solely out of:
- Any defect in title to the Scheduled Land;
  - In case of any claims made by Mrs. Suman Wadhawan or anyone claiming through her.
  - In case of any claims made by the plot owners mentioned in Annexure -A herein or by any one claiming through them.
  - Any prospective purchaser of plots and/or flats pertaining to the Scheduled Land that were agreed to be sold or sold to them by the Owners or their predecessors in title.
  - Any claim made by any statutory authorities, banks, financial institutions, third parties, contractors, vendors, etc., in relation to the Scheduled Land.
  - Any inaccuracy in or breach of the representations, warranties, covenants made by the Indemnifying Party in the JDAs and other documents executed between the parties herein.
  - Any act of the Indemnifying Party in contravention of any laws, rules, guidelines, etc.

For Satya Vani Homes-J.V.

  
Partner


2 


For EAST SIDE RESIDENCY ANNOJIGUDA LLP


  
Designated Partner

2. The Indemnifying Party acknowledges that no delay or omission on Indemnified Party's part in exercising any right, power, privilege and remedy in respect of this Indemnity Deed shall impair such right, power or privilege or remedy. Or be construed as a waiver of it, nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of any other right, power privilege or remedy.
3. The rights, powers, privilege and remedies provided in this Indemnity Deed are cumulative and not exhaustive of any rights, powers, privileges or remedies provided under applicable laws.
4. It is hereby clarified that this indemnity deed shall be governed by and construed in accordance with the Indian law. It is also clarified that courts at Hyderabad have exclusive jurisdiction to settle any dispute arising out of or in connection with this indemnity deed (including a dispute relating to any non-contractual obligations arising out f or in connection with this Indemnity Deed) and the Indemnifying Party submits to the exclusive jurisdiction of such courts.

In witness whereof, the Indemnity Party has set its hand and seal to this Indemnity Deed on the day, month and year first hereinabove written.

Indemnifying Party (Owner no.1):  For Satya Vani Homes-J. V.  
Partner

Indemnifying Party (Owner no.2): 

Indemnified Party:  For EAST SIDE RESIDENCY ANNOJIGUDA LLP  
Designated Partner



Annexure-A  
Details of registered deeds and agreements.  
for sale of 3<sup>rd</sup> parties  
(Registered at SRO Ghatkesar)

Sl. no.	Vendors/ executants	Purchasers /Developer/other	Sale Deed /AGPA/ gift deed doc no.	Doc. Date	Plot no.	Extent of land In Sq yds
1.	Suman Wadhawn, Varsha Rani Wadhawan, Rajini Wadhawan Rep. by GPA holder Natharam	V. Ravi Kanth	7417/93	30.08.1993	150	200
2.	Suman Wadhawn, Varsha Rani Wadhawan, Rajini Wadhawan Rep. by GPA holder Natharam	S.B. Nanda Kishore	7410/93	30.08.1993	103	200
3.	Suman Wadhawn, Varsha Rani Wadhawan, Rajini Wadhawan Rep. by GPA holder Natharam	Y. Shivaji	7415/93	20.08.1993	153	200
4.	Suman Wadhawn, Varsha Rani Wadhawan, Rajini Wadhawan Rep. by GPA holder Natharam	P. Sri Kirshna	3239/92	22.04.1992	112-B	200
5.	Suman Wadhawn, Varsha Rani Wadhawan, Rajini Wadhawan Rep. by GPA holder Natharam	Prashath & resold to Jyothi	123/96 & 14284/06	16.01.1996 & 23.08.2006	145-B	200

For Satya Vani Homes-J.V.

Indemnifying Party (Owner no.1):

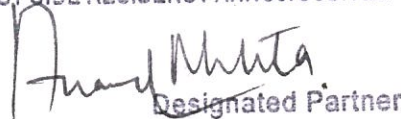
  
Partner

Indemnifying Party (Owner no.2):



Indemnified Party:

For EAST SIDE RESIDENCY ANNOJIGUDA LLP

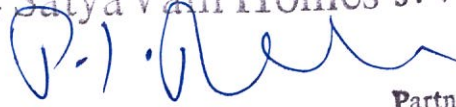
  
Designated Partner

Annexure-B  
Security deposit and other payment made to Owner no. 1

Sl. No.	Date	Amount	Paid for
1.	02-07-2018	10,00,000/-	Security deposit
2.	27-09-2018	3,00,00,000/-	Security deposit
3.	28-09-2018	15,00,000/-	Security deposit
4.	30.03.2019	10,00,000/-	Security deposit
5.	03.05.2019	25,00,000/-	Security deposit
6.	13.07.2019	25,00,000/-	Security deposit
7.	17.07.2019	25,00,000/-	Security deposit
8.	02.08.2019	12,00,000/-	Security deposit
9.	26.08.2019	6,00,000/-	Security deposit
10.	16.12.2019	6,26,000/-	Security deposit
11.	16.12.2019	8,08,000/-	Security deposit
12.	31.12.2019	50,00,000/-	Security deposit
13.	21.08.2020	28,00,000/-	Security deposit
	<b>Total</b>	<b>5,20,34,000/-</b>	

For Satya Vani Homes-J. V.

Indemnifying Party (Owner no.1):

  
Partner

Indemnifying Party (Owner no.2):



Indemnified Party:

For EAST SIDE RESIDENCY ANNOJIGWDA LLP

  
Designated Partner

Annexure -C  
Stamp duty and registration charges paid for registration of the JDA

Sl. No.	Date	Amount	Paid for
1.	25.02.2021	5,20,200/-	JDA for Housing complex
2.	25.02.2021	1,69,000/-	JDA for Commercial complex (repayable by Owner no. 1 to Developer)
3.	25.02.2021	50,000/-	Incidental expenses(repayable by Owner no. 1 to Developer)
	Total:	7,39,200/-	

For Satya Vani Homes-J. V.

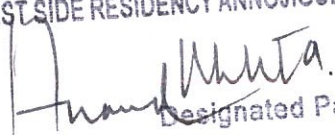
Indemnifying Party (Owner no.1):

  
Partner

Indemnifying Party (Owner no.2):

  
A. T. Srinivas


Indemnified Party:


For EAST SIDE RESIDENCY ANNOJIGUDA LLP  
  
Designated Partner

Annexure -D

Stamp duty, registration charges and other expenses incurred on behalf of the Owners

Sl. No.	Date	Amount	Paid for
1.	16.02.2021	6,672/-	6 nos. Ratification deeds in favour of Ashish Wadhawan.
2.	16.02.2021	1,30,416/-	Gift deed in favour of Ashish Wadhawan.
3.	18.02.2021	2,52,290/-	Sale deed at in favour of Ashish Wadhawan.
4.	16.02.2021	54,000/-	Incidental expenses
	Total:	4,43,378/-	

Indemnifying Party (Owner no.1):  For Satya Vani Homes-J.V.  
Partner

Indemnifying Party (Owner no.2): 

Indemnified Party: For EAST SIDE RESIDENCY ANNOJIGWDA LLP  
 Designated Partner



Annexure-E  
Expenses incurred towards permit fees and charges and other statutory approvals

Sl. No.	Date	Amount	Paid for
1.	25.02.2021	23,48,122/-	Sanction fees
2.	12.12.2019	50,000/-	Incidental expenses
	Total:	23,98,122/-	

For Satya Vani Homes-J. V

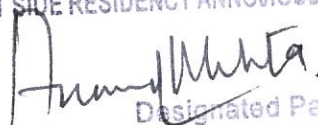
Indemnifying Party (Owner no.1): <sup>2</sup>

  
Partner

Indemnifying Party (Owner no.2): <



Indemnified Party:

For EAST SIDE RESIDENCY ANNOJIGWDA LLP  
  
Designated Partner

Annexure -F

Expenses incurred towards development activity at site, admin expenses, professional/consultancy fees and charges, etc


Sl. No.	Amount	Paid for
1.	1,05,488/-	Electrical Material
2.	24,853/-	Sand
3.	2,27,660/-	Steel
4.	19,286/-	Tools
5.	21,116/-	Carpentry-Hardware
6.	1,000/-	Chemicals
7.	34,327/-	Cement @28%
8.	19,293/-	Consumbles
9.	2,71,153/-	Equipment
10.	41,252/-	Furniture
11.	3,092/-	Hardware Material
12.	6,032/-	Plumbing Material
13.	58,222/-	Bricks/Shabad Stones
14.	10,180/-	Paints
15.	46,892/-	Sundry Purchase
16.	6,19,438/-	Labour Allowances
17.	1,31,812/-	Allowance for Construction Equipment
18.	2,59,567/-	Hire charges
19.	9,14,842/-	Other Expenses
20.	24,09,677/-	Admin Expenses
Total:	<b>52,25,183/-</b>	

For Satya Vani Homes-J. V.

Indemnifying Party (Owner no.1):

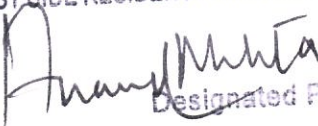
 Partner

Indemnifying Party (Owner no.2):



Indemnified Party:

For EAST SIDE RESIDENCY ANNOJIGUDA LLP

 Designated Partner