Duplicate

61

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಯುನಿಟ್-1
ಕೆಂಗೇರಿ

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

26690
2006-07

BNG(U)-KNGR/ 26690 /2006-2007 1-29 1

JOINT DEVELOPMENT AGREEMENT

This **JOINT DEVELOPMENT AGREEMENT** made and executed on the 24th day of October, Two Thousand Six (24.10.2006) at Bangalore,

BETWEEN

1. **SMT. V. VENKATAMMA NAMASSIVAYA**, W/o late Dr. M. Namassivaya, aged about 80 years, residing at No.4, Obalappa Gardens, K. R. Road, Yediyur Post, Bangalore-560 082;
2. **SRI N. D. SADHAKA**, S/o late Dr. M. Namassivaya, aged about 63 years, residing at No.4, Obalappa Gardens, K. R. Road, Yediyur Post, Bangalore-560 082;
3. **SRI N. SHREYARTHI**, S/o Dr. late M. Namassivaya, aged about 61 years, residing at No.40, Garden Boulevard, Mona Heights, Kingston-6, Jemeica, West Indies;
4. **SRI N. SUMITHRA**, S/o late Dr. M. Namassivaya, aged about 59 years, residing at No.103, Crescent Village Apartments, Clifton Park, N Y 12065, USA;

For Adarsh Developers

Partner

REG(U)-ENGR/ 11690 /2006-2007 2-29

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Adarsh Developers, Rep. by its partner B.M. Karunesh, Rep. by his SPA Holder Chikka Swamy S.T. , ಇವರು 2350.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	2350.00	Paid in cash
ಒಟ್ಟು :	2350.00	

ಸ್ಥಳ : ಕೆಂಗೇರಿ

ದಿನಾಂಕ : 25/10/2006

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆ ಗೇರಿ, ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC ,ACTS Pune.

5. **SMT. N. VIDYA**, D/o late Dr. M. Namassivaya, aged about 56 years, residing at No.1337, 21st Avenue Rock Island, Illinois, 61201, USA;
6. **SMT. N. BHARATHI**, D/o late Dr. M. Namassivaya, aged about 54 years, residing at No.9, Gloucester St. Clifton Park, N Y 12065, USA;
7. **SRI N. SUCHINTHAKA**, S/o late Dr. M. Namassivaya, aged about 51 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;
8. **SMT. N. NAGARANI**, D/o late Dr. M. Namassivaya, aged about 50 years, residing at No.501, Crescent Village Apartments, Clifton Park, N Y 12065, USA;
9. **SMT. N. SUJATHA**, D/o late Dr. M. Namassivaya, aged about 47 years, residing at No.9, Gloucester St. Clifton Park, N Y 12065, USA;
10. **SMT. N. NALINI JAYANTHI**, D/o late Dr. M. Namassivaya, aged about 45 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;
11. **SRI N. NAGARAJ**, S/o late Dr. M. Namassivaya, aged about 42 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;
12. **SMT. N. ARUNDATHI**, D/o late Dr. M. Namassivaya, aged about 41 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;
13. **SMT. N. DEVAYANI**, D/o late Dr. M. Namassivaya, aged about 39 years, residing at No.9, Gloucester St. Clifton Park, N Y 12065, USA;
14. **SMT. N. NITYANANDINI**, D/o late Dr. M. Namassivaya, aged about 37 years, residing at No.9, Gloucester St. Clifton Park, N Y 12065, USA;

    All the above 1 and 3 to 14 Owners are represented by their General Power of Attorney Holder Sri N. D. Sadhaka, the Owner No.2 herein,
15. **NAMASHIVAYYA ASSOCIATES**, at No.4, Obalappa Garden, K. R. Road, Yediyur Post, Bangalore 560 082, represented by Sri N. D. Sadhaka,

hereinafter referred to as the "**FIRST PARTY**" or the "**OWNERS**", (which expression shall wherever the context so requires or admits, mean and include their respective heirs, executors, administrators and assigns) of the **FIRST PART**;

N. D. Sadhaka

N. D. Sadhaka

For Adarsh Developers

Partner

BNG(U)-KNGR/ 26690 /2006-2007

Print Date & Time : 25-10-2006 04:29:08 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 26690

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಕೆಂಗೇರಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 25-10-2006 ರಂದು 04:09:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಫೀಯೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	2300.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	870.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	3270.00

ಶ್ರೀ M/s. Adarsh Developers, Rep. by its partner B.M. Karunesh, Rep. by his SPA Holder Chikka Swamy S.T. ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ .

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Adarsh Developers, Rep. by its partner B.M. Karunesh, Rep. by his SPA Holder Chikka Swamy S.T.			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆ ಗೇರಿ, ಬೆಂಗಳೂರು.

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Adarsh Developers, Rep. by its partner B.M. Karunesh, Rep. by his SPA Holder Chikka Swamy S.T. (ಬರೆಸಿಕೊಂಡವರು)			
	N.D. Sadhaka, for himself and as GPA Holder for V. Venkatamma Namassivaya, N. Shreyarthi, N. Sumithra, N. Vidya, N. Bharathi, N. Suchinthaka, N. Nag arani, N. Sujatha, N. Nalini Jayanthi, N.			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆಂಗೇರಿ, ಬೆಂಗಳೂರು.

ENG(U)-ENGR/ 1660 /2006-2007 5.29

AND

M/S ADARSH DEVELOPERS, a Partnership Firm, having its registered office situated at No.10, Vittal Mallya Road, Bangalore 560 001, represented by its Partner Sri B. M. Karunesh, Represented by SPA Holder Sri. Chikka Swamy

hereinafter referred to as the "SECOND PARTY" or the "DEVELOPER" which expression shall wherever the context so requires or admits, mean and include, its heirs, executors, administrators successors-in-title and assigns of all the partners) of the OTHER PART;

WITNESSESS AS FOLLOWS:

WHEREAS

1. The First Party's herein are the absolute owners and are in peaceful possession and enjoyment of the properties bearing Sy.No.52/1A admeasuring 2 Acres 20 Guntas including 2 Guntas of karab land, Sy.No.57 admeasuring 20 Guntas, Sy.No.53 admeasuring 4 Guntas, including 2 Guntas of karab land totally admeasuring 3 Acres 4 Guntas, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and more fully described in the Item No.1, 2 & 3 of the Schedule hereunder written and hereinafter referred to as the **'Schedule Property'**.

2. The Property bearing Sy.No.52/1A admeasuring 2 Acres 20 Guntas including 2 Guntas of karab land, was originally belonged to one Sri Muni Veerappa, who subsequently, along with his children, jointly sold the same in favour of Dr. M. Namassivaya, S/o late M. Kadarappa, by way of registered Sale Deed dated 07.10.1971, duly registered as Document No.3803/1971-72, Book I, Volume 899, Pages 13 to 17 registered in the office of the Sub Registrar, Bangalore.

For Adarsh Developers

Partner

2	Nagara J, N. Arundathi, N. Devayani and N. Nityanandini & Namashivayya Associates. (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆಂಗೇರಿ, ಬೆಂಗಳೂರು.

SNG(U)-KNGB/ /2006-2007

BNG(U)-KNGR/ 2690 /2006-2007 7-29

3. The Property bearing Sy.No.57 admeasuring 20 Guntas is the self acquired property of First Party herein, who had jointly acquired from Sri U. R. Narayna Dev, S/o late U. R. Venkatappa, by way of registered Sale Deed dated 07.12.2001, duly registered as Document No.11772/2001-02, Book I and stored in C. D. No.76 in the office of the Sub Registrar, Bangalore and became the absolute owners thereof as per entries made in Mutation Register No.1/2002-03.

4. The Property bearing Sy.No.53 admeasuring 4 Guntas is the self acquired property of Smt. Venkatamma Namassivaya, W/o Dr. M. Namassivaya, Owner No.1 herein, who had acquired the same from Sri S. K. Gopal, S/o S. V. Krishnaiengar, by way of registered Sale Deed dated 10.07.1970, duly registered as Document No.1938/1970-71, Book I, Volume 824, pages 54-58, in the office of the Sub-Registrar, Bangalore and became the absolute owner thereof.

5. Subsequently, Dr. M. Namassivaya and his family members, viz., Smt. V. Namassivaya, N. D. Sadhaka, N. Shreyarthi, N. Sumithra, N. Vidhya, N. Bharathi, N. Suchinthaka, N. Nagarani, N. Sujatha, N. Nalini Jayanthi, N. Nagaraj, N. Arundathi, N. Devayani and N. Niya Nandini, partitioned the joint family properties under memorandum of recording the partition dated 01.01.1972 and accordingly each one of the member referred herein, were allotted 1/15th share in each of the properties of the joint property of Dr. M. Namassivaya including the Schedule Property.

6. Subsequent to the death of Dr. M. Namassivaya, the aforesaid legal heirs Owners No.1 to 14 herein, succeeded to his estate and became the absolute owners his share in the joint family property including the Schedule Property.

N. D. [illegible]

N. D. [illegible]

For Adarsh Developers

Partner

BNG(U)-KNGR/ 26690 /2006-2007

ಗುರ್ತಿಸಲ್ಪಡುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Mahadeva kengeri, Bangalore	
2	Kiran Kumar Kengeri, Bangalore	Kiran Kumar

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆಂಗೇರಿ, ಬೆಂಗಳೂರು.

This Document Registered along with One duplicate and there is no difference between the Original and Duplicate

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆಂಗೇರಿ, ಬೆಂಗಳೂರು.

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ KEN-1-26690-2006-07 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ KEND340 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 25-10-2006 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಕೆಂಗೇರಿ ಯುನಿಟ್ - 1

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ಕೆಂಗೇರಿ)

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಕೆಂಗೇರಿ, ಬೆಂಗಳೂರು.

BNG(U)-KNGR/ 2689 /2006-2007 9-29

7. Subsequently, the Owners No.2 herein himself and as GPA Holder for other owners 1, 3 & 14 herein constituted a Deed of Co-ownership dated 01.04.1998, in the name of M/s Namassivaya Associates, by undertaking to co-operate each other for mutual benefit and for collective ownership of the properties mentioned there under, to sell, develop, let-out and to do any other such thing for common benefit / interest of the co-owners in respect of the Schedule Property and hence M/s Namassivaya Associates, represented by Owner No.2 was made as party to this Agreement.

8. The Owners / First Party herein, have executed a Power of Attorney appointing Sri N. D. Sadhaka, Owner No.2 herein, as their Power of Attorney Holder, to act / represent on their behalf in respect of the Schedule Property and all other joint co-owner properties. It is agreed between the parties that the refundable security deposit paid under this Joint Development Agreement shall be drawn in favour of M/s Namasivayya Associates which is operated by the Owners / First Party herein jointly under the representation of Sri N. D. Sadhaka.

9. The Owners/First Party herein, have collectively decided to develop the Schedule Property by constructing multi-storied residential apartment building and approached the Developer herein and requested the latter to develop the Schedule Property making the following representation.

   a. That the First Party herein are the absolute owners of the Schedule Property and their title is good, marketable and subsisting and none else other than the Owners/First Party have right, title, interest or share therein.
   b. That the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind.
   c. That they are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act.

N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers
Partner

d. That they have not entered into any agreement or arrangement for sale or transfer of the Schedule Property with any one else.

e. That they are in possession and enjoyment of the Schedule mentioned Property comprised in Schedule Property.

f. That there is no impediment for the Owners/First Party herein to acquire or hold or sell the Schedule Property under any law.

11. Acting on the said representation the Owners/First Party herein and Developer herein, after mutual discussions, have finalised the terms of development of Schedule Property and are desirous of placing the terms agreed to between them on record.

NOW THESE PRESENTS WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and subject to mutual obligations undertaken by the Owners/First Party and the Developer under this Agreement, the Owners/First Party and Developer hereby agree to develop the property described in the Schedule hereunder upon the following terms:

1. **PERMISSION/LICENCE FOR DEVELOPMENT:**

The Owners/First Party herein hereby irrevocably permitted and authorized the Developer to enter upon the Schedule property and to develop the same by constructing residential apartments in accordance with the plans to be sanctioned by Corporation of the City of Bangalore or BDA or any other public authority. The Developer will be incurring expenditure for putting up constructions, obtaining sanctioned plans, license etc., and has to recover all the expenditure by marketing its share of shares of the constructed residential apartments. In the circumstances, the Owners/First Party herein hereby confirm that what is granted to the Developer under this Agreement is an agency coupled

N. D. Lalla
N. D. Lalla

For Adarsh Developers
Partner

BNG(U)-KNGR/ 2696 /2006-2007 11-29

with interest and as such the license/permission granted to it hereunder shall not be revoked until the entire project is executed. The Developer has agreed to complete the entire project within 26 months from the date of sanctioned plan with the reasonable extension of time. However, the permission/license granted to the Developer shall not be construed as delivery of possession in part performance of the Agreement of sale under Section 53A of Transfer of Property Act.

The Owners/First Party hereby agree not to interfere or interrupt in the course of construction of the residential apartment and/or commit any act of omission or commission having the effect of delaying or stopping the work that has to be done under this Agreement. However, the Owners/First Party herein shall be entitled to inspect the progress of the work and type of work, which is being done on the Schedule Property.

2. **TITLE:**

The Owners/First Party herein shall satisfy the Developer that they have marketable and subsisting title to the Schedule Property and are fully competent to transfer the same by way of sale and that there will be no hastles for the prospective buyers of undivided right, title and interest in the land for acquiring a valid title in the land.

3. **PLANS:**

The Owners/First Party hereby authorized the Developer to prepare and submit in the name of the Owners/First Party herein, wherever necessary plans, specifications elevations, sections, designs of the building to be constructed on the Schedule Property to the Bangalore Development Authority, Corporation of the City of Bangalore, Town Planning Authority or other appropriate authorities for obtaining their approval and sanction to such building plans and for

N. D.

N. D.

For Adarsh Developers

Partner

BNG(U)-KNGR/ 2619 /2006-2007 12-29

obtaining license or commencement certificate/ occupation certificate etc., for the proposed residential constructions. The Owners/First Party herein shall sign the said applications, plans and other documents and other papers as may be required by the Developer from time to time to enable the Developer to obtain aforesaid sanction, approval or permission or conversion. The Owners/First Party herein shall also execute a Power of Attorney in favour of Developer authorising it to do above acts. All the expenses that may be incurred by the Developer in respect of the aforesaid matters shall be borne by the Developer only and the Owners/First Party herein are not liable for the said expenditure to any extent.

4. **OWNERS/FIRST PARTYS' ASSURANCE:**

The Owners/First Party herein represent and assure that their title to the Schedule Property is clear, marketable and specific and Schedule Property has no encumbrances, lien, mortgage charge restrictive covenants, minor or maintenance claims, statutory dues, requisition/acquisition proceedings, attachments, prior agreement to sell, prior development agreement or claims of any other nature whatsoever. The Owners/First Party herein also shall indemnify the Developer and the other buyers of undivided right and interest in the Schedule Property against all loss/losses suffered due to any defect in the title of the Owners/First Party to the Schedule Property or in respect of any charge or encumbrances, claims or demands of any kind whatsoever in respect of the Schedule Property.

5. **CONSTRUCTION:**

5.1 The Developer shall construct in the Schedule Property residential buildings with ground and upper floors with internal and external services, common amenities of such nature as may be shown in the sanctioned plan, facilities, fittings, bore wells and lifts etc. The

N. D. Lodha

N. D. Lodha

For Adarsh Developers

Partner

BNC(U)-KNGR/ 7660 /2006-2007 13.29

construction shall be in accordance with the specifications contained in the Annexure hereto or equivalents thereto.

5.2 The Developer will be entitled to engage Architects, Engineers, Contractors and others as it may deem fit to execute the construction work.

5.3 The Developer shall be entitled to make additions and alterations in the construction as it deems fit without materially affecting the entitlement of the Owners' share of 31% of super built up area in residential apartments along with 31% car parking space to be constructed in the Schedule Property.

5.4 The Developer shall have absolute discretion in the matters relating to the method, manner and design of construction.

6. The Developer assures the Owners/First Party herein that in the matter of construction of proposed residential apartments they shall maintain absolute quality conforming to the specification in Annexure appended to this agreement. The Owners/First Party or their authorised agent shall be entitled to inspect the construction of building to satisfy themselves regarding the standard quality specification without hampering progress of work.

6.0. The Development of the Schedule property will be taken place. only after geting the conversion order from Agriculture to Non Agriculture Residencial purpose.

7. **SHARING OF BUILT AREA:**

7.1 In consideration of the Owners/First Party collectively agreeing to transfer 69% of undivided right, title and interest in the Schedule Property to the Developer or its nominees or to the prospective buyers to be identified by the Developer, the Developer agrees to deliver to owners 31% of the super built up area of the residential apartments building to be constructed on Schedule Property together with proportionate car parking space, common facilities and amenities like garden etc. that may be provided in the project for the use or for the benefit and Ownership of the

N. D. Lodha

N. D. Lodha

For Adarsh Developers

Partner

BNC(D)-KNGR/ 2660 /2006-2007 /14-27

Owners/First Party (hereinafter referred to as the Owners' constructed area).

7.2 Except as otherwise set in Clause 7.1 supra, in the event of an increase/decrease in constructed area and/or car parking units as a result of which the share of the Owners/First Party herein in the constructed area in the Schedule Property increases/decreases, the Owners/First Party shall neither be required to pay such increase nor shall be entitled to be paid for such decrease as the intention of the Parties herein is to exchange 31% undivided right, title and interest in the land area covered by the Schedule Property with 31% share of constructed area and car parking units as set forth supra.

7.3 In consideration of the Developer agreeing to deliver the Owners' constructed area along with car parking space as per para 7.1 above, the Owners/First Party hereby agree to transfer/ convey to the prospective buyers to be identified by Developer or its nominee/s 69% of the undivided right, title and interest in the Schedule Property by way of undivided right, title and interest.

7.4 The Owners' constructed area along with terrace area in case of terrace apartment and along with garden area if provided in case of ground floor apartments shall be the absolute property of the Owners/First Party and they shall be collectively or severally entitled to sell, lease or otherwise dispose off the same or any part thereof along with their respective share out of 31% in the Schedule Property inclusive of proportionate car parking area as also proportionate rights in all common areas and common amenities that may be provided in the project, they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there-from.

7.5 The Developer shall be entitled to the remaining constructed area and car parking area along with terrace area in case of terrace apartment and

N. D. Lakha

N. D. Lakha

For Adarsh Developers

Partner

BNG(U)-KNGR/ 26690 /2006-2007 15.09

along with garden area if provided in case of ground floor apartments and other common areas. The Developer shall be entitled to hold or to sell, lease or otherwise dispose of its share of the constructed area with the remaining share in the Schedule Property including all common facilities and amenities that may be provided in the project in any manner they deem fit and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising there-from.

7.6 After sanction of plans, the Owners/First Party and Developer shall decide upon the residential space and car parking space falling to their respective shares by mutual discussions and thereafter reduce it to writing. The Owners/First Party and the Developer shall enter into a separate agreement to be called the "Deed of Sharing of Apartments" which would outline and delineate the specific apartments falling under the Owner's Constructed Area and the Developer's Constructed Area, such agreement to be entered into between the Owners/First Party and the Developer shall form a part and parcel of this Agreement.

7.7 The Developer shall, upon request of the Owners/First Party, make available to the Owners/First Party one complete set of sanctioned plans and other connected documents and drawings prior to the commencement of the construction work.

8. **COST OF CONSTRUCTION:**

8.1 The entire cost of construction of the residential apartments building and all common facilities and amenities to be put up in the Schedule Property shall be borne by the Developer. The Owners/First Party herein shall not be required to contribute any amount for the construction.

8.2 The entire cost of construction of the Owners' built up area shall be adjusted by the Developer from out of the sale consideration of 31% of

N. D. Sulakhe
N. D. Sulakhe

For Adarsh Developers
Partner

BNC(U)-KNGR/ 2669 /2006-2007 16-19

undivided right, title and interest in Schedule Property of the saleable interest in the land which it is authorised to receive and appropriate towards the cost of construction of 31% of super built up area in the residential apartments to be constructed on the Schedule Property to be handed over to the Owners/First Party herein. The Developer hereby confirm that the sale consideration which it is going to receive and appropriate towards the sale of 69% of saleable interest in Schedule Property shall be sufficient to meet the cost of construction of 31% of super built up area in Schedule Property to be constructed and handed over to the Owners/First Party. Since the Owners' built up area is thus going to be constructed from out of the funds to be credited to Owners' account, the Ownership in such built up area shall absolutely vest in Owners/First Party herein.

9. **DELIVERY:**

9.1 The Developer hereby agrees to deliver possession of the Owners/First Party 31% of super built up area in the residential apartments along with proportionate car parking space and common facilities to be constructed in Schedule Property to the Owners/First Party herein within 26 months from the date of sanction of plan for construction with reasonable extension of time. If the Owners/First Party herein so agree upon, the entire built up area to which the Owners/First Party herein are entitled to for the whole of the project can be allotted to them in one or more blocks. However, if the construction is held up due to causes beyond the control of the Developer, the time for completion shall stand extended by the period during which the construction was held up. The time shall also stand extended in the event of delays in obtaining occupancy certificate or Power/Water/Sanitary connections or any sanctions from local

N. D. Lakshmi

N. D. Lakshmi

For Adarsh Developers

Partner

RNS(U)-ENGR/ 2890 /2006-2007 17-9

Government bodies. In such an event the Developer shall communicate with the Owners/First Party in writing.

9.2 The Developer shall not incur any liability for any delay in delivery of the possession of the Owners' constructed area by reason of non-availability and/or by reason of Civil Commotion act of God or due to any injunction or Prohibitory order (not attributable to any action of the Developer) or conditions of force-majeure. In any of aforesaid events, which are beyond the control of the Developer, the Developer shall be entitled to corresponding extension of time, for delivery of the said Owners' constructed area. The time shall also stand extended, in the event of delays in obtaining Occupancy Certificate or Power/Water/ sanitary connections. In such an event the Developer shall communicate with the Owners/First Party in writing.

10. **TRANSFER OF DEVELOPER'S SHARE:**

10.1 The Owners/First Party herein shall convey/transfer Developer's 69% share in the Schedule Property to the Developer or to the persons nominated by the Developer.

10.2 The Developer shall be entitled to enter into agreements for sale of undivided shares i.e., 69% in the Schedule Property and 69% super built up area in the residential apartments with persons intending to own residential spaces and enter into construction agreements with such intending purchasers/holders.

10.3 The stamp duty, registration charges and expenses in connection with the preparation of the Deed/s of Conveyance and /or other documents relating to 69% share in the Schedule Property along with proportionate car parking space agreed to be conveyed to the Developers' nominee/s shall be borne by the Developer or the nominee/s of the Developer as the case may be.

N. D. Lad

N. D. Lad

For Adarsh Developers

Partner

BNG(U)-KNGR/ 4690 /2006-2007 18-29

11. **REFUNDABLE INTEREST FREE SECURITY DEPOSIT:**

The Developer has paid Refundable Interest Free Security Deposit a sum of Rs.30,00,000/- (Rupees Thirty Lakhs Only) vide Cheque bearing No.178035 dated 24.10.2006 drawn on Vijaya Bank, Indiranagar Branch, Bangalore in favour of the Owners/First Party in the name of Namassivaya Associates for and on behalf of all the Owners/First Party herein, the receipt of which sum all the Owners/First Party hereby acknowledge.

12. **OWNERS'S OBLIGATION:**

12.1 The Owners/First Party herein shall pay up to date taxes payable in respect of the Schedule Property whereupon the Developer shall be entitled to apply for sanction of plan for constructing residential apartments on the Schedule Property.

12.2 The Owners/First Party herein shall execute a Power of Attorney in favour of the Developer or its nominee/s to enable the Developer to proceed with obtaining of licenses and sanctioned plans and consents in regard to the residential complexes to be constructed on the Schedule Property and authorising the Developer to represent the Owners/First Party herein before the Bangalore Development Authority, Corporation of the City of Bangalore, Electricity Board, Water Supply and Sewerage Board, Fire Force authorities and other statutory authorities. The Owners/First Party herein shall execute Power of Attorney authorising the Developer or its representatives to enter into Agreements of sale in respect of 69% of undivided right, title and interest in Schedule Property and to sell the said percentage of share in the Schedule Property and to receive payments and such Powers of Attorney shall not be revoked till completion of the entire project or thereafter.

N. A. Lodha

N. N. Lodha

For Adarsh Developers

Partner

BNG(U)-KNGR/ 16690 /2006-2007 /9-29

12.3 The Owners/First Party herein shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the Developer may lawfully require in order to legally and effectively vest in the Developer nominees title to the above said undivided shares in the Schedule Property and for completing the development of the Schedule Property.

13. **DEVELOPER'S OBLIGATIONS:**

13.1 The Developer hereby agree and undertake to locate and procure buyers of undivided right, title and interest in the Schedule Property who intend to construct residential apartments on the Schedule Property in accordance with the plan to be sanctioned by the B.D.A/Corporation of the City of Bangalore or other appropriate authority.

13.2 The Owners/First Party have executed a Power of Attorney in favour of the Developer or its nominee/s to do the followings acts, deeds, matters and things etc.

a. To make application and to appear before all statutory and public authorities like Bangalore City Corporation, Town Planning Authority/any other competent authority, Bangalore Development Authority, Deputy Commissioner etc., for the purpose of getting sanctioned plan and obtaining licence/s, conversions or permissions as may be necessary in the matter of putting up multi-storied residential apartments building on the Schedule Property as also any other licences / consents/permissions/no objection certificate/commencement certificate/occupancy certificate, amendments/modifications in connection with the development of the Schedule Property and construction of building thereon and to construct building structure as per the sanctioned plan in the Schedule Property.

For Adarsh Developers

Partner

BNG(U)-KNGR/ 4640 /2006-2007 20.29

b. To institute, prosecute and defend legal proceedings of every nature that may arise in respect of the Schedule Property.

c. To sign pleadings, file applications, documents etc.,

d. To give evidence, engage Advocates etc.,

e. To apply to Public Authorities like Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephone and other statutory Authorities for the purpose of obtaining facilities like power connection, water connection, sanitary connection, telephone connection etc.,

f. To apply to the Fire Service Department for getting No Objection Certificate and Clearance Certificate.

g. To appear for and represent them before any Government, Statutory, local, revenue, tax and other authorities as also court and tribunals in regard to the Schedule Property.

h. To make and submit from time to time for requisite permission of exemption order under the provision of any statute of acts applicable thereto or to follow up the application thereto.

i. To make all deposits, payments and other outgoings that may become necessary to obtain power sanction, water and sewerage connection and other amenities and to make payment of any charges in connection with the development of the Schedule Property.

j. To enter into Agreements of Sale by way of conveying 69% of undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchasers and to receive sale consideration and issue receipts.

k. To execute Sale Deed/s by way of conveying 69% of undivided right, title and interest in the Schedule Property proportionate to

N. D. [illegible]

N. D. [illegible]

For Adarsh Developers

Partner

BNG(U)-KNGR/ 7669 /2006-2007 21-29

the Developer constructed area in favour of the intending Purchasers.

l. To present the Sale Deeds and get any deed or documents registered by admitting execution before the Sub Registrar and to do all such things that may be necessary in connection to the Developer's share in the land and built up area.

m. To sign forms, declarations, affidavits etc., that may become necessary in connection with the execution of Sale Deeds.

n. To receive consideration for sale/transfer/conveyance as also advances, part payments and balance payments as regard to the sale, conveyance, transfer in regard to the property or portions/ shares therein as per the scheme and development agreement and issue receipts / acknowledgement.

o. To apply for clubbing of khata and obtain and registration of khata for the purpose of construction on the Schedule Property as well as for bifurcation of the khata after the Building is constructed for assignment of individual Municipal number to the residential units.

p. To sign and execute all papers/applications for becoming member of Owners Association and to the provisions of the Karnataka Apartment Owners Act, 1974 and to sign and execute the Deed of Declaration in that behalf.

q. To appear before the Tax authorities in respect of assessment of the Residential Building that may be constructed on the Schedule Property.

r. To do all other acts, deeds and things necessary in regard to the maintenance of the Schedule Property without any restrictions, reservations or conditions.

For Adarsh Developers

Partner

BNG(U)-KNGR/ 26190 /2006-2007 2 22-29

14. TAXES, MAINTENANCE, DEPOSITS ETC:

14.1 The Owners/First Party herein shall be liable to bear and pay all taxes, rates and cesses and charges for electricity, water supply, sanitary connection and other services and the out-goings payable in respect of the Owners' constructed area from the date of delivery of possession or on the expiry of one month from the date of service of a written notice by the Developer to the Owners/First Party herein that the Owners' constructed area is ready for its occupation.

14.2 The Developer should bear and pay all deposits and charges payable for getting power connection, water supply and sanitary connection in connection with the residential apartments falling to Owner's share.

14.3 The Owners/First Party and the Developer from the date of delivery of possession of Owners' constructed area, maintain their respective portions, at their own cost in good and tenantable repair and shall not do or suffer to be done any thing in or to the said premises and /or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common area, the Owners and/or its transferees in regard to Owners' constructed area and the Developers' share of constructed area, shall become members of a association/condominium to be formed by all the residential apartments Holders for the purpose of attending to maintenance and safety of the building and all matters of common interest and shall observe and perform the terms/conditions/bye-laws/ rules/regulations of such organization.

15. The Developer shall sell saleable undivided interest to an extent of 69% in Schedule Property as the agent of Owners/First Party herein. The Developer shall be entitled to collect monies, receive the sale consideration for such undivided interest sold under the respective sale agreements or sale deeds

N. D. Lodha
N. D. Lodha

For Adarsh Developers
Partner

BNG(U)-KNGR/ 26690 /2006-2007 2.29

executed by or on behalf of Owners/First Party and also to appropriate the same for the purpose of constructing the Owners' built up area.

16. INDEMNITY:

16.1 The Owners/First Party herein shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Developer on account of any defect in or want of title on the part of the Owners/First Party herein or on account of any delay caused at the instance of the Owners/First Party herein.

16.2 The Developer shall keep the Owners/First Party herein fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Owners/First Party herein or the Owners' share in the Schedule Property and the residential apartments to be constructed thereon by reason of any failure on the part of the Developer to discharge its liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or putting up the constructions.

17. If for any reason the project comes to a stand still due to any statute or Government order coming into existence the Owners/First Party shall work out their rights in the building that stand erected on that date in the proportion to which they are entitled to under this deed. However, in the event of the project coming to a stand still before commencement of any construction activity, the Owners/First Party herein shall return the interest free security deposit of Rs.30,00,000/- (Rupees Thirty Lakhs Only) received by them without interest within 26 months.

For Adarsh Developers

Partner

BNG(U)-KNGR/ 2669 0 /2006-2007 24-29

18. All cost and expenses relating to transfer of saleable undivided right, title and interest to an extent of 69% in respect of Schedule Property in favour of prospective buyers shall be borne and paid for by such buyer or the Developer.

19. The Developer shall have the absolute discretion in negotiating the terms and conditions for the sale of respective undivided interest in Schedule Property and its share of built up area. The Developer shall alone be entitled to profits, gains, capital appreciations and benefits of all kinds and description, accruing arising or flowing in relation to the Development of the Schedule Property and shall alone be liable for all loss, costs and expenses of the development project and for taxes including Income Tax that may be levied, in respect of its share.

20. In the course of construction of proposed residential apartments, the Developer shall comply with all notices or regulations issued by the Corporation or other authorities and shall indemnify and keep indemnified the Owners/First Party herein against non compliance of such notices, orders requisitions and against all actions, suits and other proceedings costs, claims and demands in respect thereto.

21. **ARBITRATION:**

If any disputes or differences arise between the Parties herein from out of or in connection with the matters provided in the agreement, the same shall be resolved by having recourse to arbitration in accordance with the provisions of 'The Arbitration and Conciliation Act 1996'.

22. The Owners/First Party hereby declare that this joint development is not and does not tantamount to an agreement of sale of Schedule Property and the subject matter is the joint development of the Schedule Property by and on behalf of the Owners/First Party only.

N. N. Lokhe

N. N. Lokhe

For Adarsh Developers

Partner

BMC(U)-KNGR/ 2690 /2006-2007 25-29

23. The Owners/First Party and the Developer hereby agree that both of them shall be entitled to seek specific performance in case of breach of this Agreement.

24. Any party committing any default on the terms and conditions of this Agreement shall indemnify the party who is not in default against all costs, losses and damages the other party may suffer without prejudice to the right of the other party to seek other relief/s or remedies available to it in law or equity.

25. **NAME OF THE BUIDLING:**
The Developer shall have discretion to name the residential apartments to be constructed on Schedule Property.

26. **CUSTODY:**
This Agreement is executed in duplicate. The original shall be with the Developer and the duplicate shall be with the Owners/First Party.

27. This Agreement shall not be terminated unilaterally by any of the Owners/First Party herein and the appointment of Developer shall be irrevocable in view of the refundable and non-refundable advance paid and other obligations undertaken by the Developer.

28. The Extent/measurement of the Schedule Property shown in the present General Power of Attorney is on the basis of the measurement found out on the date of execution of this General Power of Attorney. If the said measurement/extent changes upon the survey being conducted by the authorities concerned, then this General Power Attorney shall be applicable to the said changed extent also without any modification/rectification or fresh execution of any new General Power of Attorney.

N. D. Lala
N. D. Lala

For Adarsh Developers
Partner

BNG(U)-KNGR/ 26890 /2006-2007 26-29

SCHEDULE PROPERTY

Item No.1

All that piece and parcel of the property bearing Sy.No.52/1A (old No.52) admeasuring 2 Acres 20 Guntas including 2 Guntas of karab land, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Property bearing Sy.No.61 & 56;
West by	:	Property bearing Sy.No.52/1B;
North by	:	Property bearing Sy.No.53 (item No.3 herein) and Sy.No.56 belonging to Owners herein;
South by	:	Private Property;

Item No.2

All that piece and parcel of the property bearing Sy.No.57, admeasuring 20. Guntas, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Property bearing Sy.No.59;
West by	:	Property bearing Sy.No.56;
North by	:	Drain (Canal);
South by	:	Property bearing Sy.No.56;

For Adarsh Developers

Partner

BNG(U)-ENGR/ 4840 /2006-2007 27.29

Item No.3:

All that piece and parcel of the property bearing Sy.No.53 admeasuring 4 Guntas, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Properties bearing Sy.No.56 & 54;
West by	:	Road
North by	:	Drain (Canal);
South by	:	Property bearing Sy.No.52/1A (Item No.1 herein);

Item Nos.1 to 3 totally admeasures 3 Acres 4 Guntas

ANNEXURE

Building Structure	:	RCC frame structure with solid/ hallow concrete block walls;
Flooring	:	Living and dining provided with vitrified ceramic flooring. All other rooms, balconies and kitchen provided with ceramic flooring;
Doors	:	All doorframes made out of first class teakwood. All doors with teak wood rails and styles with both side teak ply wood panels at the center with night latch and other necessary fittings.
Windows	:	Powder coated aluminum windows.
Kitchen	:	Ceramic flooring, superior quality black granite cooking platform with stainless steel sink and glazed tile dadooing above platform up to 2'0".
Toilets	:	Dadooing up to 7 feet height with glazed tiles with ceramic flooring and other necessary fixtures.
Water Supply	:	Common overhead and underground water tanks

N. D. Lodha
N. D. Lodha

For Adarsh Developers

Partner

ENG(U)-KN6RV 2646 /2006-2007 28-29

		with electric pumps.
Finishes	:	All internal walls finished with superior quality plastic emulsion and external walls with waterproof cement paint.
Electrification	:	Concealed wiring with latest elegant switches and concealed switch boards according to specification of KEB.
Sanitary Fittings	:	Superior quality sanitary fittings shall be provided in all the toilets.
Stand-by Generator	:	A stand by common generator will be provided with a circuit breaker which will take care of three light points, two fan points, one TV point and one refrigerator point.

For Adarsh Developers

Partner

DNC(U)-ENGR/ 1664 /2006-2007 29-29

IN WITNESS WHEREOF, the parties herein have affixed their signatures in presence of the witnesses attesting hereunderto these presents on the day, month and year first above mentioned.

WITNESSES:

1. (Anand)
Kengeri
Bangalore-60

2.

N. D. Sadhaka

N. D. Sadhaka

(Owners 1 and 3 to 14 are represented by their GPA Holder Sri N. D. Sadhaka, Owner No.2 herein)

(OWNERS)

For Adarsh Developers

Partner

(DEVELOPER)

56/7 - 0.35 ORIGENAL 5 (64)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಕೋ

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ಚಲನಸಂಖ್ಯೆ. 2/

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

BNG(U)-BSK/ 4113 /2009-10 4113 1-31 09-10 3349 09-10.

JOINT DEVELOPMENT AGREEMENT

This JOINT DEVELOPMENT AGREEMENT made and executed on the 31st day of August, Two Thousand Nine (31.08.2009) at Bangalore,

BY AND BETWEEN

1. **SMT. VENKATAMMA NAMASSIVAYA**, W/o late Dr. M. Namassivaya, aged about 83 years, residing at No.4, Obalappa Gardens, K. R. Road, Yediyur Post, Bangalore-560 082;
2. **SRI N. D. SADHAKA**, S/o late Dr. M. Namassivaya, aged about 66 years, residing at No.4, Obalappa Gardens, K. R. Road, Yediyur Post, Bangalore-560 082;
3. **SRI M. SHREYARTHI**, S/o late Dr. M. Namassivaya, aged about 63 years, residing at No.40, Garden Boulevard, Mona Heights, Kingston-6, Jemeica, West Indies;
4. **SRI N. SUMITHRA**, S/o late Dr. M. Namassivaya, aged about 53 years, residing at No.103, Crescent Village Apartments, Clifton Park, N Y 12065, USA;

For Adarsh Developers

Partner

BNG(U)-BSK/ 4113 /2009-10 2 31

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by PA holder P.Kiran Kumar , ಇವರು 500030.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	457380.00	DD No. 366792, Dt. 31/08/09, Drawn on ICICI Bank Ltd. Bangalore.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	42650.00	DD No. 366884, Dt. 02/09/09, Drawn on ICICI Bank Ltd. Bangalore.
ಒಟ್ಟು :	500030.00	

ಸ್ಥಳ : ಬನಶಂಕರಿ

ದಿನಾಂಕ : 02/09/2009

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ಬನಶಂಕರಿ)

Designed and Developed by C- DAC ,ACTS Pune.

BNG(U)-BSK/ 4113 /2009-10 3-31

5. SRI N. SUCHINTHAKA, S/o late Dr. M. Namassivaya, aged about 54 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

6. SRI N. NAGARAJU, S/o late Dr. M. Namassivaya, aged about 45 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

7. SMT. N. VIDYARTHI HARIBABU, D/o late Dr. M. Namassivaya, aged about 59 years, residing at No.1337, 21st Avenue Rock Island, Illinois, 61201, USA;

8. SMT. N. BHARATHI, D/o late Dr. M. Namassivaya, aged about 57 years, residing at No.9 Gloucester St. Clifton Park, N Y 12065, USA;

9. SMT. N. NAGARANI, D/o late Dr. M. Namassivaya, aged about 56 years, residing at No.501, Crescent Village Apartments, Clifton Park, N Y 12065, USA;

10. SMT. N. SUJATHA, D/o late Dr. M. Namassivaya, aged about 50 years, residing at No.9, Gloucester St. Clifton Park, N Y 12065, USA;

11. SMT. N. NALINI JAYANTHI, D/o late Dr. M. Namassivaya, aged about 48 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

12. SMT. N. ARUNDATHI, D/o late Dr. M. Namassivaya, aged about 44 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

13. SMT. N. DEVAYANI, D/o late Dr. M. Namassivaya, aged about 42 years, residing at No.9 Gloucester St. Clifton Park, N Y 12065, USA;

14. SMT. N. NITYANANDINI, D/o late Dr. M. Namassivaya, aged about 40 years, residing at No.9 Gloucester St. Clifton Park, N Y 12065, USA;

Parties Nos.1 and 3 to 14 are represented by their General Power of Attorney Holder Sri N. D. Sadhaka, the Owner No.2 herein,

N. D. Sadhaka
N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers

Partner

BNG(U)-BSK/ 4113 /2009-10 4-31

Print Date & Time : 02-09-2009 04:34:13 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3349

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಬನಶಂಕರಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 02-09-2009 ರಂದು 04:14:49 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	10000.00
2	ಸೇವಾ ಶುಲ್ಕ	870.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
4	ಇತರೆ	40.00
	ಒಟ್ಟು :	11010.00

ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by PA holder P.Kiran Kumar ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by PA holder P.Kiran Kumar			P. Kiran Kumar

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by PA holder P.Kiran Kumar . (ಬರೆಸಿಕೊಂಡವರು)			P. Kiran Kumar
2	N.D.Sadhaka . (ಬರೆದುಕೊಡುವವರು)			N. D. Sadhaka

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15. NAMASHIVAYYA ASSOCIATES, at No.4, Obalappa Garden, K. R. Road, Yediyur Post, Bangalore 560 082, represented by Sri N. D. Sadhaka,

Parties Nos.1 to 15 herein are collectively referred to as the "FIRST PARTY" or the "OWNERS", (which expression shall wherever the context so requires or admits, mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

AND

M/S ADARSH DEVELOPERS, a Partnership Firm, having its registered office situated at No.10, Vittal Mallya Road, Bangalore 560 001, represented by its Partner Sri B. M. Karunesh,

hereinafter referred to as the "SECOND PARTY" or the "DEVELOPER" which expression shall wherever the context so requires or admits, mean and include, its heirs, executors, administrators successors-in-title and assigns of all the partners) of the OTHER PART;

WITNESSESS AS FOLLOWS:

1. WHEREAS the First Party Nos.1 to 14 herein are the absolute owners and are in peaceful possession and enjoyment of the Property bearing Sy.No.56/2 measuring to an extent of 35 Guntas and 1 Gunta of kharab land, situated at Kadarenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and more fully described in the Schedule hereunder written and hereinafter referred to as the 'Schedule Property'.

2. AND WHEREAS the Property bearing Sy.No.56 measuring to an extent of 1 Acre 10 Guntas was owned by one Sri K. L. Narasinga Rao, S/o Sri K.

N. D. Sadhaka
N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers

Partner

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Smt.Venkatamma Namassivaya, M.Shreyarthi, N.Sumithra, N.Suchinthaka, N.Nagaraju, Smt.N.Vidyarthi Haribabu, Smt.N.Bharathi, Smt.N.Nagarani, Smt.N. Sujatha, Smt.N.Nalini Jayanthi, Smt.N.Arundathi, Smt.N.Devayani and Smt.N.Nityanandini Rep by their GPA holder N.D.Sadhaka (ಬರೆದುಕೊಡುವವರು)			N.D. Sadhaka
4	Namashivayya Associates Rep by N.D.Sadhaka . (ಬರೆದುಕೊಡುವವರು)			N.D. Sadhaka

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Lakshminarayana Rao, he having acquired the same by way of registered Sale Deed dated 20.04.1960 from Sri Muniappa Reddy and his sons.

3. **AND WHEREAS** subsequently, Sri K. L. Narasinga Rao, S/o Sri K. Lakshminarayana Rao, sold the aforesaid property in favour of Sri M. Namassivaya, S/o late Sri M. Kadarappa, by way of registered Sale Deed dated 17.07.1970, duly registered on 20.07.1970, as Document No.2060/1970-71, Book I, Volume 823, Pages 190 to 194 in the office of the Sub Registrar, Bangalore South Taluk, Bangalore.

4. **AND WHEREAS** Dr. M. Namassivaya, S/o late Sri M. Kadarappa and his family members, viz., his wife Smt. Venkatamma Namassivaya and children viz., Sri N. D. Sadhaka, Sri N. Shreyarthi, Sri N. Sumithra, Sri N. Suchinthaka, Sri N. Nagaraju, Smt. N. Vidyarthi Haribabu, Smt. N. Bharathi, Smt. N. Nagarani, Smt. N. Sujatha, Smt. N. Nalini Jayanthi, Smt. N. Arundathi, Smt. N. Devayani, Smt. N. Nityanandini, partitioned the joint family properties under memorandum of recording the Partition dated 01.01.1972 and accordingly in the said understating each one of the member referred herein were allotted 1/15th share in each of the properties of the joint family properties of Dr. M. Namassivaya including the aforesaid property.

5. **AND WHEREAS** said Dr. M. Namassivaya, S/o late Sri M. Kadarappa, died on 08.01.1995, leaving behind his legal heirs, his wife Smt. Venkatamma Namassivaya and children viz., Sri N. D. Sadhaka, Sri N. Shreyarthi, Sri N. Sumithra, Sri N. Suchinthaka, Sri N. Nagaraju, Smt. N. Vidyarthi Haribabu, Smt. N. Bharathi, Smt. N. Nagarani, Smt. N. Sujatha, Smt. N. Nalini Jayanthi, Smt. N. Arundathi, Smt. N. Devayani, Smt. N. Nityanandini, i.e., the Owners Nos.1 to 14 herein above mentioned, who succeeded to his estate and became

N. D. Sadhaka
N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers

Partner

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ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Vijay No. 10, V.M.Road, Bangalore-01	Vijayalakshmi B.
2	Raghu No. 10, V.M.Road, Bangalore-01	Raghu.

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಬಸವನಗುಡಿ, ಬೆಂಗಳೂರು

There is no Difference between Original and Duplicate.

Kept pending for Clarification

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the absolute owner of the joint family properties including the aforesaid property.

6. **AND WHEREAS** the aforesaid property bearing Sy.No.56 was phodied and renumbered as Sy.No.56/2 measuring to an extent of 35 Guntas in the name of Smt. Venkatamma Namassivaya, W/o late Dr. M. Namassivaya as per entries made in the revenue records vide IHC No.71/1997-98.

7. **AND WHEREAS** subsequently, said Smt. Venkatamma Namassivaya got converted the aforesaid property measuring to an extent of 35 Guntas in Sy.No.56/2 i.e., Schedule Property mentioned hereunder, from agricultural to non agricultural residential purposes from the office of the Special Deputy Commissioner, Bangalore District vide its Order bearing No.ALN:(S)(N)SR:101/2008-09 dated 11.08.2009.

8. AND WHEREAS the Owner No.2 herein himself and as also GPA Holder for other Owners Nos.1 & 3 to 14 herein constituted a Deed of Co-Ownership dated 01.04.1998, in the name of M/s Namasivayya Associates, by undertaking to co-operate each other for mutual benefit and for collective ownership of the properties mentioned there under, to sell, develop, let-out and to do any such other things for common benefit / interest of the co-owners in respect of the Schedule Property and hence M/s Namasivayya Associates, represented by Owner No.2 was made as Party No.15 to this Agreement.

9. **AND WHEREAS** the Owners / First Party Nos.1 & 3 to 14 herein have executed a Power of Attorney appointing Sri N. D. Sadhaka, Owner No.2 herein, as their POA Holder, to act, represent on their behalf in respect of the Schedule Property. It is agreed between the Parties that the refundable

N. D. Sadhaka
N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers

Partner

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by PA holder P.Kiran Kumar , ಇವರು 6000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	6000.00	DD No. 126277, Dt.12.10.09, Drawn on HDFC Bank Ltd, Bangalore
ಒಟ್ಟು :	6000.00	

ಸ್ಥಳ : ಬನಶಂಕರಿ

ದಿನಾಂಕ : 02/09/2009

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ಬನಶಂಕರಿ)

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು

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security deposit paid under this Joint Development Agreement shall be drawn in favour of M/s Namasivayya Associates which is operated by the Owners / First Party herein jointly under the representation of Sri N. D. Sadhaka.

10. **AND WHEREAS** the Owners/First Party herein, have collectively decided to develop the aforesaid property measuring to an extent of 35 Guntas in Sy.No.56/2, i.e., Schedule Property hereunder mentioned, by constructing multi-storied residential apartment building and approached the Developer herein and requested the latter to develop the Schedule Property making the following representation, that,

a. the First Party herein are the absolute owners of the Schedule Property and their title is good, marketable and subsisting and none else other than the Owners/First Party have right, title, interest or share therein.

b. the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind.

c. they are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act.

d. they have not entered into any agreement or arrangement for sale or transfer of the Schedule Property with any one else.

e. they are in possession and enjoyment of the Schedule mentioned Property comprised in Schedule Property.

f. there is no impediment for the Owners/First Party herein to acquire or hold or sell the Schedule Property under any law.

11. **AND WHEREAS** acting on the said representation the Owners/First Party herein and Developer herein, after mutual discussions, have finalised the terms of development of Schedule Property and are desirous of placing the terms agreed to between them on record.

N. D. Sadhaka
N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers

Partner

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Now as per D.R. Order No. MVD/BSK/09/2009-10, Dt. 08.10.09, Party paying deficit Stamp duty and Registration fee, this document ordered for registration

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ BSK-1-04113-2009-10 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ BSKD52 ನೇ ದ್ವರಲಿ
ದಿನಾಂಕ 22-10-2009 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ (ಬನಶಂಕರಿ)

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು

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NOW THESE PRESENTS WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and subject to mutual obligations undertaken by the Owners/First Party and the Developer under this Agreement, the Owners/First Party and Developer hereby agree to develop the property described in the Schedule hereunder upon the following terms:

1. PERMISSION/LICENCE FOR DEVELOPMENT:

The Owners/First Party herein hereby irrevocably permit and authorise the Developer to enter upon the Schedule property and to develop the same by constructing residential apartments in accordance with the plans to be sanctioned by Corporation of the City of Bangalore or any other public authority. The Developer will be incurring expenditure for putting up constructions, obtaining sanctioned plans, license etc., and has to recover all the expenditure by marketing the constructed residential apartments. In the circumstances, the Owners/First Party herein hereby confirm that what is granted to the Developer under this Agreement is an agency coupled with interest and as such the license/permission granted to it hereunder shall not be revoked until the entire project is executed. The Developer has agreed to complete the entire project within 26 months from the date of sanctioned plan. However, the permission/license granted to the Developer shall not be construed as delivery of possession in part performance of the Agreement of sale under Section 53A of Transfer of Property Act.

The Owners/First Party hereby agree not to interfere or interrupt in the course of construction of the residential apartment and/or commit any act of omission or commission having the effect of delaying or stopping the work that has to be done under this Agreement. However, the Owners/First Party

For Adarsh Developers

Partner

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herein shall be entitled to inspect the progress of the work and type of work, which is being done on the Schedule Property.

2. TITLE:

The Owners/First Party herein shall satisfy the Developer that they have marketable and subsisting title to the Schedule Property and are fully competent to transfer the same by way of sale and that there will be no hassles for the prospective buyers of undivided right, title and interest in the land for acquiring a valid title in the land.

3. PLANS:

The Owners/First Party hereby authorise the Developer to prepare and submit in the name of the Owners/First Party herein, wherever necessary plans, specifications elevations, sections, designs of the building to be constructed on the Schedule Property to the Bangalore Development Authority, Bruhath Bangalore Nagara Palike, Town Planning Authority or other appropriate authorities for obtaining their approval and sanction to such building plans and for obtaining license or commencement certificate/ occupation certificate etc., for the proposed residential constructions. The Owners/First Party herein shall sign the said applications, plans and other documents and other papers as may be required by the Developer from time to time to enable the Developer to obtain aforesaid sanction, approval or permission. The Owners/First Party herein shall also execute a Power of Attorney in favour of Developer authorising it to do above acts. All the expenses that may be incurred by the Developer in respect of the aforesaid matters shall be borne by the Developer only and the Owners/First Party herein are not liable for the said expenditure to any extent.

For Adarsh Developers

Partner

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4. OWNERS/FIRST PARTYS' ASSURANCE:

The Owners/First Party herein represent and assure that their title to the Schedule Property is clear, marketable and specific and Schedule Property has no encumbrances, lien, mortgage charge restrictive covenants, minor or maintenance claims, statutory dues, requisition/acquisition proceedings, attachments, prior agreement to sell, prior development agreement or claims of any other nature whatsoever. The Owners/First Party herein also shall indemnify the Developer and the other buyers of undivided right and interest in the Schedule Property against all loss/losses suffered due to any defect in the title of the Owners/First Party to the Schedule Property or in respect of any charge or encumbrances, claims or demands of any kind whatsoever in respect of the Schedule Property.

5. CONSTRUCTION:

5.1 The Developer shall construct in the Schedule Property residential buildings with ground and upper floors with internal and external services, common amenities of such nature as may be shown in the sanctioned plan, facilities, fittings, bore wells and lifts etc. The construction shall be in accordance with the specifications contained in the Annexure hereto or equivalents thereto.

5.2 The Developer will be entitled to engage Architects, Engineers, Contractors and others as it may deem fit to execute the construction work.

5.3 The Developer shall be entitled to make additions and alterations in the construction as it deems fit without materially affecting the entitlement of the Owners' share of 31% of super built up area in residential apartments along with 31% car parking space to be constructed in the Schedule Property.

For Adarsh Developers

Partner

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5.4 The Developer shall have absolute discretion in the matters relating to the method, manner and design of construction.

6. The Developer assures the Owners/First Party herein that in the matter of construction of proposed residential apartments they shall maintain absolute quality conforming to the specification in Annexure appended to this agreement. The Owners/First Party or their authorised agent shall be entitled to inspect the construction of building to satisfy themselves regarding the standard quality specification without hampering progress of work.

7. **SHARING OF BUILT AREA:**

7.1 In consideration of the Owners/First Party collectively agreeing to transfer 69% of undivided right, title and interest in the Schedule Property to the Developer or its nominees or to the prospective buyers to be identified by the Developer, the Developer agrees to deliver to owners 31% of the super built up area of the residential apartments building to be constructed on Schedule Property together with proportionate car parking space, common facilities and amenities like garden etc. that may be provided in the project for the use or for the benefit and Ownership of the Owners/First Party (hereinafter referred to as the Owners' constructed area).

7.2 Except as otherwise set in Clause 7.1 supra, in the event of an increase/decrease in constructed area and/or car parking units as a result of which the share of the Owners/First Party herein in the constructed area in the Schedule Property increases/decreases, the Owners/First Party shall neither be required to pay such increase nor shall be entitled to be paid for such decrease as the intention of the Parties herein is to exchange 31% undivided right, title and interest in

For Adarsh Developers

Partner

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the land area covered by the Schedule Property with 31% share of constructed area and car parking units as set forth supra.

7.3 In consideration of the Developer agreeing to deliver the Owners' constructed area along with car parking space as per Para 7.1 above, the Owners/First Party hereby agree to transfer/ convey to the prospective buyers to be identified by Developer or its nominee/s 69% of the undivided right, title and interest in the Schedule Property by way of undivided right, title and interest.

7.4 The Owners' constructed area along with terrace area in case of terrace apartment and along with garden area if provided in case of ground floor apartments shall be the absolute property of the Owners/First Party and they shall be collectively or severally entitled to sell, lease or otherwise dispose off the same or any part thereof along with their respective share out of 31% in the Schedule Property inclusive of proportionate car parking area as also proportionate rights in all common areas and common amenities that may be provided in the project, they shall be entitled to all income, gains, capital appreciation and benefit of all kinds of description accruing, arising or flowing there-from.

7.5 The Developer shall be entitled to the remaining constructed area and car parking area along with terrace area in case of terrace apartment and along with garden area if provided in case of ground floor apartments and other common areas. The Developer shall be entitled to hold or to sell, lease or otherwise dispose of its share of the constructed area with the remaining share in the Schedule Property including all common facilities and amenities that may be provided in the project in any manner they deem fit and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds of description accruing or arising there-from.

For Adarsh Developers

Partner

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7.6 After sanction of plans, the Owners/First Party and Developer shall decide upon the residential space and car parking space falling to their respective shares by mutual discussions and thereafter reduce it to writing. The Owners/First Party and the Developer shall enter into a separate agreement to be called the "Deed of Sharing of Apartments" which would outline and delineate the specific apartments falling under the Owner's Constructed Area and the Developer's Constructed Area, such agreement to be entered into between the Owners/First Party and the Developer shall form a part and parcel of this Agreement.

7.7 The Developer shall, upon request of the Owners/First Party, make available to the Owners/First Party one complete set of sanctioned plans and other connected documents and drawings prior to the commencement of the construction work.

8. COST OF CONSTRUCTION:

8.1 The entire cost of construction of the residential apartments building and all common facilities and amenities to be put up in the Schedule Property shall be borne by the Developer. The Owners/First Party herein shall not be required to contribute any amount for the construction.

8.2 The entire cost of construction of the Owners' built up area shall be adjusted by the Developer from out of the sale consideration of 31% of undivided right, title and interest in Schedule Property of the saleable interest in the land which it is authorised to receive and appropriate towards the cost of construction of 31% of super built up area in the residential apartments to be constructed on the Schedule Property to be handed over to the Owners/First Party herein. The Developer hereby confirm that the sale consideration which it is going to receive and

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Partner

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appropriate towards the sale of 69% of saleable interest in Schedule Property shall be sufficient to meet the cost of construction of 31% of super built up area in Schedule Property to be constructed and handed over to the Owners/First Party. Since the Owners' built up area is thus going to be constructed from out of the funds to be credited to Owners' account, the Ownership in such built up area shall absolutely vest in Owners/First Party herein.

9. **DELIVERY:**

9.1 The Developer hereby agrees to deliver possession of the Owners/First Party 31% of super built up area in the residential apartments along with proportionate car parking space and common facilities to be constructed in Schedule Property to the Owners/First Party herein within 26 months from the date of sanction of plan for construction. If the Owners/First Party herein so agree upon, the entire built up area to which the Owners/First Party herein are entitled to for the whole of the project can be allotted to them in one or more blocks. However, if the construction is held up due to causes beyond the control of the Developer, the time for completion shall stand extended by the period during which the construction was held up. The time shall also stand extended in the event of delays in obtaining occupancy certificate or Power/Water/Sanitary connections or any sanctions from local Government bodies. In such an event the Developer shall communicate with the Owners/First Party in writing.

9.2 The Developer shall not incur any liability for any delay in delivery of the possession of the Owners' constructed area by reason of non-availability and/or by reason of Civil Commotion act of God or due to any injunction or Prohibitory order (not attributable to any action of the Developer) or conditions of force-majeure. In any of aforesaid

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Partner

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events, which are beyond the control of the Developer, the Developer shall be entitled to corresponding extension of time, for delivery of the said Owners' constructed area. The time shall also stand extended, in the event of delays in obtaining Occupancy Certificate or Power/Water/ sanitary connections. In such an event the Developer shall communicate with the Owners/First Party in writing.

10. TRANSFER OF DEVELOPER'S SHARE:

10.1 The Owners/First Party herein shall convey/transfer Developer's 69% share in the Schedule Property to the Developer or to the persons nominated by the Developer.

10.2 The Developer shall be entitled to enter into agreements for sale of undivided shares i.e., 69% in the Schedule Property and 69% super built up area in the residential apartments with persons intending to own residential spaces and enter into construction agreements with such intending purchasers/holders.

10.3 The stamp duty, registration charges and expenses in connection with the preparation of the Deed/s of Conveyance and /or other documents relating to 69% share in the Schedule Property along with proportionate car parking space agreed to be conveyed to the Developers' nominee/s shall be borne by the Developer or the nominee/s of the Developer as the case may be.

11. REFUNDABLE SECURITY DEPOSIT:

11.1 The Developer has paid Refundable Interest Free Security Deposit of sum of Rs.6,00,000/- (Rupees Six Lakhs Only) vide Cheque bearing No.157174 dated 31.08.2009 drawn on HSBC Bank Ltd Bank, M G Road Branch, Bangalore in favour of the Owners/First Party in the name of M/s Namashivayya Associates for and on behalf of all other

For Adarsh Developers

Partner

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Owners/First Party herein, the receipt of which sum all the Owners/First Party hereby acknowledge. The said Refundable Interest Free Security Deposit shall be refunded to the Developer by the Owners / First Party herein at the time of handing over the Owner's Developed area.

12. OWNERS'S OBLIGATION:

12.1 The Owners/First Party herein shall pay up to date taxes payable in respect of the Schedule Property whereupon the Developer shall be entitled to apply for sanction of plan for constructing residential apartments on the Schedule Property.

12.2 The Owners/First Party herein shall execute a Power of Attorney in favour of the Developer or its nominee/s to enable the Developer to proceed with obtaining of licenses and sanctioned plans and consents in regard to the residential complexes to be constructed on the Schedule Property and authorising the Developer to represent the Owners/First Party herein before the Bangalore Development Authority, Corporation of the City of Bangalore, Electricity Board, Water Supply and Sewerage Board, Fire Force authorities and other statutory authorities. The Owners/First Party herein shall execute Power of Attorney authorising the Developer or its representatives to enter into Agreements of sale in respect of 69% of undivided right, title and interest in Schedule Property and to sell the said percentage of share in the Schedule Property and to receive payments and such Powers of Attorney shall not be revoked till completion of the entire project or thereafter.

12.3 The Owners/First Party herein shall sign and execute necessary applications, papers, documents and do all acts, deeds and things as the Developer may lawfully require in order to legally and effectively

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Partner

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vest in the Developer nominees title to the above said undivided shares in the Schedule Property and for completing the development of the Schedule Property.

13. DEVELOPER'S OBLIGATIONS:

13.1 The Developer hereby agree and undertake to locate and procure buyers of undivided right, title and interest in the Schedule Property who intend to construct residential apartments on the Schedule Property in accordance with the plan to be sanctioned by the B.D.A/Corporation of the City of Bangalore or other appropriate authority.

13.2 The Owners/First Party have executed a Power of Attorney in favour of the Developer or its nominee/s to do the followings acts, deeds, matters and things etc.

a. to make application and to appear before all statutory and public authorities like Bangalore City Corporation, Town Planning Authority/any other competent authority, Bangalore Development Authority, Deputy Commissioner etc., for the purpose of getting sanctioned plan and obtaining licence/s, conversions or permissions as may be necessary in the matter of putting up multi-storied residential apartments building on the Schedule Property as also any other licences/ consents/permissions/no objection certificate/ commencement certificate/occupancy certificate, amendments/ modifications in connection with the development of the Schedule Property and construction of building thereon and to construct building structure as per the sanctioned plan in the Schedule Property.

b. to institute, prosecute and defend legal proceedings of every nature that may arise in respect of the Schedule Property.

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c. to sign pleadings, file applications, documents etc.,

d. to give evidence, engage Advocates etc.,

e. to apply to Public Authorities like Bangalore Electricity Supply Company Ltd., Bangalore Water Supply and Sewerage Board, Bangalore Telephone and other statutory Authorities for the purpose of obtaining facilities like power connection, water connection, sanitary connection, telephone connection etc.,

f. to apply to the Fire Service Department for getting No Objection Certificate and Clearance Certificate.

g. to appear for and represent them before any Government, Statutory, local, revenue, tax and other authorities as also court and tribunals in regard to the Schedule Property.

h. to make and submit from time to time for requisite permission of exemption order under the provision of any statute of acts applicable thereto or to follow up the application thereto.

i. to make all deposits, payments and other outgoings that may become necessary to obtain power sanction, water and sewerage connection and other amenities and to make payment of any charges in connection with the development of the Schedule Property.

j. to enter into Agreements of Sale by way of conveying 69% of undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchasers and to receive sale consideration and issue receipts.

k. to execute Sale Deed/s by way of conveying 69% of undivided right, title and interest in the Schedule Property proportionate to the Developer constructed area in favour of the intending Purchasers.

For Adarsh Developers

Partner

N. D. Lobo

N. D. Lobo

N. D. Lobo

BNG(U)-BSK/ 4113 /2009-10 24-31

l. to present the Sale Deeds and get any deed or documents registered by admitting execution before the Sub Registrar and to do all such things that may be necessary in connection to the Developer's share in the land and built up area.

m. to sign forms, declarations, affidavits etc., that may become necessary in connection with the execution of Sale Deeds.

n. to receive consideration for sale/transfer/conveyance as also advances, part payments and balance payments as regard to the sale, conveyance, transfer in regard to the property or portions/ shares therein as per the scheme and development agreement and issue receipts / acknowledgement.

o. to apply for clubbing of khata and obtain and registration of khata for the purpose of construction on the Schedule Property as well as for bifurcation of the khata after the Building is constructed for assignment of individual Municipal number to the residential units.

p. to sign and execute all papers/applications for becoming member of Owners Association and to the provisions of the Karnataka Apartment Owners Act, 1974 and to sign and execute the Deed of Declaration in that behalf.

q. to appear before the Tax authorities in respect of assessment of the Residential Building that may be constructed on the Schedule Property.

r. to do all other acts, deeds and things necessary in regard to the maintenance of the Schedule Property without any restrictions, reservations or conditions.

For Adarsh Developers

Partner

N. D. Sudha

N. D. Sudha

N. D. Sudha

BNG(U)-BSK/.....4113.....12009-10 25-31

14. TAXES, MAINTENANCE, DEPOSITS ETC:

14.1 The Owners/First Party herein shall be liable to bear and pay all taxes, rates and cesses and charges for electricity, water supply, sanitary connection and other services and the out-goings payable in respect of the Owners' constructed area from the date of delivery of possession or on the expiry of one month from the date of service of a written notice by the Developer to the Owners/First Party herein that the Owners' constructed area is ready for its occupation.

14.2 The Developer should bear and pay all deposits and charges payable for getting power connection, water supply and sanitary connection in connection with the residential apartments falling to Owner's share.

14.3 The Owners/First Party and the Developer from the date of delivery of possession of Owners' constructed area, maintain their respective portions, at their own cost in good and tenantable repair and shall not do or suffer to be done any thing in or to the said premises and /or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common area, the Owners and/or its transferees in regard to Owners' constructed area and the Developers' share of constructed area, shall become members of a association/condominium to be formed by all the residential apartments Holders for the purpose of attending to maintenance and safety of the building and all matters of common interest and shall observe and perform the terms/conditions/bye-laws/ rules/regulations of such organization.

15. The Developer shall sell saleable undivided interest to an extent of 69% in Schedule Property as the agent of Owners/First Party herein. The Developer shall be entitled to collect monies, receive the sale consideration for such undivided interest sold under the respective sale agreements or sale deeds

For Adarsh Developers

Partner

N. D. Lodha
N. D. Lodha
N. D. Lodha

BNG(U)-BSK/ 6413 /2009-10 26-31

executed by or on behalf of Owners/First Party and also to appropriate the same for the purpose of constructing the Owners' built up area.

16. **INDEMNITY:**

16.1 The Owners/First Party herein shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Developer on account of any defect in or want of title on the part of the Owners/First Party herein or on account of any delay caused at the instance of the Owners/First Party herein.

16.2 The Developer shall keep the Owners/First Party herein fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the Owners/First Party herein or the Owners' share in the Schedule Property and the residential apartments to be constructed thereon by reason of any failure on the part of the Developer to discharge its liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or putting up the constructions.

17. If for any reason the project comes to a stand still due to any statute or Government order coming into existence the Owners/First Party shall work out their rights in the building that stand erected on that date in the proportion to which they are entitled to under this deed. However, in the event of the project coming to a stand still before commencement of any construction activity, the Owners/First Party herein shall return the interest free refundable security deposit of Rs.6,00,000/- (Rupees Six Lakhs Only) received by them without interest within 26 months.

For Adarsh Developers

Partner

BNG(U)-BSK/ 4113 /2009-10 27-31/

18. All cost and expenses relating to transfer of saleable undivided right, title and interest to an extent of 69% in respect of Schedule Property in favour of prospective buyers shall be borne and paid for by such buyer or the Developer.

19. The Developer shall have the absolute discretion in negotiating the terms and conditions for the sale of respective undivided interest in Schedule Property and its share of built up area. The Developer shall alone be entitled to profits, gains, capital appreciations and benefits of all kinds and description, accruing arising or flowing in relation to the Development of the Schedule Property and shall alone be liable for all loss, costs and expenses of the development project and for taxes including Income Tax that may be levied, in respect of its share.

20. In the course of construction of proposed residential apartments, the Developer shall comply with all notices or regulations issued by the Corporation or other authorities and shall indemnify and keep indemnified the Owners/First Party herein against non compliance of such notices, orders requisitions and against all actions, suits and other proceedings costs, claims and demands in respect thereto.

21. BORROWING:

The Developer shall be entitled to obtain credit facilities from Banks and/or other financial institutions, in respect of the Schedule Property fallen to its share, on the security of the same and the Owners have no objection for the same and have agreed to execute or sign any required documents pertaining for the same and undertake to furnish the required documents and clarifications, if any sought by Bank or any other financial institutions.

For Adarsh Developers

Partner

N. D. Sudha

N. D. Sudha

N. D. Sudha

BNG(U)-BSKI 4113 /2008-10 28-31

22. ARBITRATION:

If any disputes or differences arise between the Parties herein from out of or in connection with the matters provided in the agreement, the same shall be resolved by having recourse to arbitration in accordance with the provisions of 'The Arbitration and Conciliation Act, 1996.

23. The Owners/First Party hereby declare that this joint development is not and does not tantamount to an agreement of sale of Schedule Property and the subject matter is the joint development of the Schedule Property by and on behalf of the Owners/First Party only.

24. The Owners/First Party and the Developer hereby agree that both of them shall be entitled to seek specific performance in case of breach of this Agreement.

25. Any party committing any default on the terms and conditions of this Agreement shall indemnify the party who is not in default against all costs, losses and damages the other party may suffer without prejudice to the right of the other party to seek other relief/s or remedies available to it in law or equity.

25. COST OF THIS AGREEMENT:

The Second Party has borne the cost of Stamp Duty and Registration Charges paid on this Agreement. The Property to be developed is Schedule Property only. The market value of the Schedule Property is Rs.4,57,38,000/-(Rupees Four Crores Fifty Seven Lakhs Thirty Eight Thousand only) and the estimated cost of the proposed development is Rs.5,00,000,000/-(Rupees Five Crores Only) and in terms of Article 5 (f) of Karnataka Stamp Act of 1957, 1% of the Stamp Duty is paid on the estimated cost of proposed development, which is higher than the Market Value of the Schedule Property.

N.D. Lodha
N.D. Lodha
N.D. Lodha

For Adarsh Developers

Partner

BNG(U)-BSK/ 4113 /2009-10 29-31

27. **NAME OF THE BUIDLING:**

The Developer shall have discretion to name the residential apartments to be constructed on Schedule Property.

28. **CUSTODY:**

This Agreement is executed in duplicate. The original shall be with the Developer and the duplicate shall be with the Owners/First Party.

29. This Agreement shall not be terminated unilaterally by any of the Owners/First Party herein and the appointment of Developer shall be irrevocable in view of the refundable and non-refundable advance paid and other obligations undertaken by the Developer.

SCHEDULE PROEPRTY

All that piece and parcel of the property bearing Sy.No.56/2, measuring to an extent of 35 Guntas, situated at Kadarenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Property bearing Sy.No.57;
West by	:	Remaining portion of property bearing Sy.No.56;
North by	:	Water Channel and Ring Road;
South by	:	Sy.No.52/1A & Sy.No.53 and Padmanabhanagara 1st Cross Road;

ANNEXURE

Building Structure	:	RCC frame structure with solid/ hallow concrete block walls;
Flooring	:	Living and dining provided with vitrified ceramic flooring. All other rooms, balconies and kitchen provided with ceramic flooring;

N. D. Lokesh
N. D. Lokesh
N. D. Lokesh

For Adarsh Developers

Partner

BNG(U)-BSK 4113 /2009-10 30-31

		All doors with teak wood rails and styles with both side teak ply wood panels at the center with night latch and other necessary fittings.
Windows	:	Powder coated aluminum windows.
Kitchen	:	Ceramic flooring, superior quality black granite cooking platform with stainless steel sink and glazed tile dadooing above platform up to 2'0".
Toilets	:	Dadooing up to 7 feet height with glazed tiles with ceramic flooring and other necessary fixtures.
Water Supply	:	Common overhead and underground water tanks with electric pumps.
Finishes	:	All internal walls finished with superior quality plastic emulsion and external walls with waterproof cement paint.
Electrification	:	Concealed wiring with latest elegant switches and concealed switch boards according to specification of KEB.
Sanitary Fittings	:	Superior quality sanitary fittings shall be provided in all the toilets.
Stand-by Generator	:	A stand by common generator will be provided with a circuit breaker which will take care of three light points, two fan points, one TV point and one refrigerator point.

Partner

N. D. Lodha
N. D. Lodha
N. D. Lodha

BNG(U)-BSK/....4113.....//2008-10 31-31

IN WITNESS WHEREOF, the parties herein have affixed their signatures in presence of the witnesses attesting hereunder on the day, month and year first above mentioned.

WITNESSES:

1. VIJAYAKUMAR.A.B.
No.10.V.M.ROAD.
B'lore.
Vijayakumar A.B.

2. RAGHU.
No.10.V.M.ROAD.
B'lore.
Raghu.

N. D. Sadhaka

(Owners 1 and 3 to 14 are represented by their GPA Holder Sri N. D. Sadhaka, Owner No.2 herein)

N. D. Sadhaka

Owner No.2
(N D Sadhaka)

N. D. Sadhaka

(Owner No.15 being represented by N D Sadhaka)
(OWNERS)

For Adarsh Developers

(DEVELOPER)

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

BNG(U)-BSK LOADS /2009-10 1-23

SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT is made and executed on the 31st day of August, Two Thousand Nine (31.08.2009) at Bangalore,

BY AND BETWEEN

1. SMT. VENKATAMMA NAMASSIVAYA, W/o late Dr. M. Namassivaya, aged about 83 years, residing at No.4, Obalappa Gardens, K. R. Road, Yediyur Post, Bangalore-560 082;
2. SRI N. D. SADHAKA, S/o late Dr. M. Namassivaya, aged about 66 years, residing at No.4, Obalappa Gardens, K. R. Road, Yediyur Post, Bangalore-560 082;
3. SRI M. SHREYARTHI, S/o late Dr. M. Namassivaya, aged about 63 years, residing at No.40, Garden Boulevard, Mona Heights, Kingston-6, Jemeica, West Indies;

For Adarsh Developers

Partner

BNG(U)-BSK/4205/2009-10 2.13

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by his PA holder P.Kiran Kumar , ಇವರು 2300.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2300.00	DD No. 366799, Dt. 31/08/09, Drawn on ICICI Bank Ltd. Bangalore.
ಒಟ್ಟು :	2300.00	

ಸ್ಥಳ : ಬನಶಂಕರಿ

ದಿನಾಂಕ : 03/09/2009

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ಬನಶಂಕರಿ)

Designed and Developed by C- DAC ,ACTS Pune.

BNG(U)-BSK/.....4203...../2009-10 3-13N

4. **SRI N. SUMITHRA**, S/o late Dr. M. Namassivaya, aged about 53 years, residing at No.103, Crescent Village Apartments, Clifton Park, N Y 12065, USA;

5. **SRI N. SUCHINTHAKA**, S/o late Dr. M. Namassivaya, aged about 54 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

6. **SRI N. NAGARAJU**, S/o late Dr. M. Namassivaya, aged about 45 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

7. **SMT. N. VIDYARTHI HARIBABU**, D/o late Dr. M. Namassivaya, aged about 59 years, residing at No.1337, 21st Avenue Rock Island, Illinois, 61201, USA;

8. **SMT. N. BHARATHI**, D/o late Dr. M. Namassivaya, aged about 57 years, residing at No.9 Gloucester St. Clifton Park, N Y 12065, USA;

9. **SMT. N. NAGARANI**, D/o late Dr. M. Namassivaya, aged about 56 years, residing at No.501, Crescent Village Apartments, Clifton Park, N Y 12065, USA;

10. **SMT. N. SUJATHA**, D/o late Dr. M. Namassivaya, aged about 50 years, residing at No.9, Gloucester St. Clifton Park, N Y 12065, USA;

11. **SMT. N. NALINI JAYANTHI**, D/o late Dr. M. Namassivaya, aged about 48 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

12. **SMT. N. ARUNDATHI**, D/o late Dr. M. Namassivaya, aged about 44 years, residing at No.103, Crescent Village Apartments, Clifton park, N Y 12065, USA;

13. **SMT. N. DEVAYANI**, D/o late Dr. M. Namassivaya, aged about 42 years, residing at No.9 Gloucester St. Clifton Park, N Y 12065, USA;

N. D. Lalitha
N. D. Lalitha
N. D. Lalitha

For Adarsh Developers

Partner

Print Date & Time : 03-09-2009 03:56:51 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3393 BNG(U)-BSK/.....4205...../2009-10 4-13

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಬನಶಂಕರಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 03-09-2009 ರಂದು 03:43:36 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	2300.00
2	ಸೇವಾ ಶುಲ್ಕ	360.00
	ಒಟ್ಟು :	2660.00

ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by his PA holder P.Kiran Kumar ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by his PA holder P.Kiran Kumar			P. Kiran Kumar

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು ಮಟ್ಟದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Adarsh Developers Rep by its Partner B.M.Karunesh Rep by his PA holder P.Kiran Kumar . (ಬರೆಸಿಕೊಂಡವರು)			P. Kiran Kumar
2	N.D.Sadhaka . (ಬರೆದುಕೊಡುವವರು)			N. D. Sadhaka

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು

BNG(U)-BSK/.....12009-10

14. SMT. N. NITYANANDINI, D/o late Dr. M. Namassivaya, aged about 40 years, residing at No.9 Gloucester St. Clifton Park, N Y 12065, USA;

All the above 1 and 3 to 14 Owners are represented by their General Power of Attorney Holder Sri N. D. Sadhaka, the Owner No.2 herein,

15. NAMASHIVAYYA ASSOCIATES, at No.4, Obalappa Garden, K. R. Road, Yediyur Post, Bangalore 560 082, represented by Sri N. D. Sadhaka,

Parties Nos.1 to 15 herein are collectively referred to as the "FIRST PARTY" or the "OWNERS", (which expression shall wherever the context so requires or admits, mean and include their respective heirs, executors, administrators and assigns) of the FIRST PART;

AND

M/s ADARSH DEVELOPERS, a Partnership Firm, having its registered office situated at No.10, Vittal Mallya Road, Bangalore 560 001, represented by its Partner Sri B. M. Karunesh,

hereinafter referred to as the "SECOND PARTY" or the "DEVELOPER" which expression shall wherever the context so requires or admits, mean and include, its heirs, executors, administrators successors-in-title and assigns of all the partners) of the OTHER PART;

WITNESSESS AS FOLLOWS:

1. WHEREAS the First Party herein are the absolute owners of the Properties bearing Sy.No.52/1A measuring to an extent of 2 Acres 20 Guntas including 2 Guntas of karab land, Sy.No.57 measuring to an extent of 20 Guntas, Sy.No.53 measuring to an extent of 4 Guntas, including 2 Guntas of karab land totally measuring to an extent of 3 Acres 4 Guntas, situated at

N. D. Sadhaka
N. D. Sadhaka
N. D. Sadhaka

For Adarsh Developers

Partner

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Smt.Venkatamma Namassivaya, N.Shreyarthi, N.Sumithra, N.Suchinthaka, N.Nagaraju, Smt.N.Vidyarthi.Haribabu, Smt.N.Bharathi, Smt.N.Nagarani, Smt.N. Sujatha, Smt.N.Nalini Jayanthi, Smt.N.Arundathi, Smt.N.Devayani and Smt.N.Nityanandini Rep by their GPA holder N.D.Sadhaka (ಬರೆದುಕೊಡುವವರು)			N. D. Sadhaka
4	Namashivayya Associates Rep by N.D.Sadhaka . (ಬರೆದುಕೊಡುವವರು)			N. D. Sadhaka

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

BNG(U)-BSK/....4205..../2009-10 6-13

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು

BNG(U)-BSK/.....4045...../2009-10

Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and more fully described in the Item No.1, 2 & 3 of the Schedule hereunder written and hereinafter referred to as the **'Schedule Property'**.

2. **AND WHEREAS** the First Party herein, by a Joint Development Agreement dated 24.10.2006, duly registered as Document No.26690/2006-07, Book I and stored in C.D.No.KEND340, on 25.10.2006 in the office of the Sub Registrar, Kengeri Bangalore entrusted the Schedule Property to M/s. Adarsh Developers, having its office at No.10 Vittal Mallya Road, Bangalore (hereinafter referred to as 'Developer'), the Second Party herein, for the development of the same into multistoried residential apartments and for disposal of the same and agreed to share the undivided share in the land and building in the ratio of 31:69, i.e., 31% for the First Party and 69% for the Developer herein.

3. **AND WHEREAS** the First Party herein have also executed a Power of Attorney dated 24.10.2006, duly registered as Document No.447/2006-07, Book IV and stored in C.D.No.KEND340 in the office of the Sub Registrar, Kengeri, Bangalore, appointing Sri B M Jayeshankar and Sri B. M. Karunesh, both Partners of M/s Adarsh Developers, as their POA Holders in respect of the Schedule Property and by virtue of the said Power of Attorney, the Parties herein have executed this Supplementary Agrement.

4. **AND WHEREAS** in continuation to the said registered Joint Development Agreement dated 24.10.2006, both the Parties herein have further agreed that the Developer will be entitled to obtain credit facilities from Banks and/or other financial institutions, for the money required for the construction of the

N. D. Sudha
N. D. Sudha
N. D. Sudha

For Adarsh Developers

Partner

ಗುರುತಿಸುವವರು BNG(U)-BSK/...4205......./2008-10 8-13

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Chikkaswamy No. 10, Vittal Mallya Road, Bangalore-01	
2	Krishna No. 10, Vittal Mallya Road, Bangalore-01	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬಿನಪಂಪಂ, ಬೆಂಗಳೂರು

kept pending for Clarification

Designed and Developed by C-DAC, ACTS, Pune

residential apartments in the Schedule Property, on the security of the said Schedule Property and the Owners have no objection for the same.

5. **AND WHEREAS** in view of the above, the First Party and the Second Party have decided to record the aforesaid terms and conditions agreed between them in respect of the development of the Schedule Property as hereunder in writing.

NOW THIS SUPPLEMENTARY AGREEMENT WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and subject to the mutual understanding between the Parties herein under this Agreement, the First Party and the Second Party herein hereby agree to insert certain terms and conditions to the aforesaid registered Joint Development Agreement dated 24.10.2006 in respect of the development of the Schedule Property as hereunder:

1. The Parties herein hereby agree that the Developer shall be entitled to obtain credit facilities from Banks and/or other financial institutions, in respect of the Schedule Property, on the security of the Schedule Property and the First Party being the absolute owners have given their consent for the same.
2. That in view of the above clause 1, the First Party does hereby agree that their Power of Attorney Holders by virtue of the aforesaid Power of Attorney dated 24.10.2006 shall execute or sign any required documents pertaining for the aforesaid purpose and does hereby undertake to furnish the necessary documents and clarifications, if any sought by Bank or any other financial institutions.

For Adarsh Developers

Partner

No. DRI/ 09/ 2009-10.

Dated:20-10-2009.

CERTIFICATE U/S 39 OF THE KARNATAKA STAMP ACT 1957

" Certified that this document is duly stamped "

20/10

District Registrar &
Deputy Commissioner of Stamps,
Basavanagudi Registration District,

District Registrar &
Deputy Commissioner of Stamps
Basavanagudi, Bangalore

BNG(U)-BSK/...4205.....//2009-10 10-13

BNG(U)-BSK/.....6205...../2009-10 11-13

3. The Parties hereby further agreed to extend the time for completion of the Construction of the Residential Apartments in the Schedule Period for a further period of 26 months from the date of execution of this Agreement.

4. This Agreement is executed as supplemental to the registered Joint development Agreement dated 24.10.2006 and shall be read along with the said Joint Development Agreement and except what is agreed herein all other terms of the aforesaid Joint Development Agreement dated 24.10.2006 shall remain in force as they are.

SCHEDULE PROPERTY

Item No.1

All that piece and parcel of the property bearing Sy.No.52/1A (old No.52) admeasuring 2 Acres 20 Guntas including 2 Guntas of karab land, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Property bearing Sy.No.61 & 56;
West by	:	Property bearing Sy.No.52/1B;
North by	:	Property bearing Sy.No.53 (item No.3 herein) and Sy.No.56 belonging to Owners herein;
South by	:	Private Property;

Item No.2

All that piece and parcel of the property bearing Sy.No.57, admeasuring 20 Guntas, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Property bearing Sy.No.59;
West by	:	Property bearing Sy.No.56;
North by	:	Drain (Canal);
South by	:	Property bearing Sy.No.56;

N. D. Lalla
N. D. Lalla
N. D. Lalla

For Adarsh Developers

Partner

BNG(U)-BSK/....4205..../2009-10 12-13

DR Ordered No. DRI/09/09-10, Dt. 20/10/09, hence ordered for Registration.

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ BSK-1-04205-2009-10 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ BSKD52 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 26-10-2009 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ಬನಶಂಕರಿ)

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬನಶಂಕರಿ, ಬೆಂಗಳೂರು

Designed and Developed by C-DAC, ACTS, Pune

BNG(U)-BSK/.....6205...../2009-10 13 - 13

Item No.3:

All that piece and parcel of the property bearing Sy.No.53 admeasuring 4 Guntas, situated at Kadirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore and bounded on,

East by	:	Properties bearing Sy.No.56 & 54;
West by	:	Road
North by	:	Drain (Canal);
South by	:	Property bearing Sy.No.52/1A (Item No.1 herein);

Item Nos.1 to 3 totally admeasures 3 Acres 4 Guntas

IN WITNESS WHEREOF, the parties herein have affixed their signatures in presence of the witnesses attesting hereunder on the day, month and year first above mentioned.

WITNESSES:

1. Chikkaswamy
No. 10. V.M. Road
B-Lore. 01.

2. No 10 V.M. Road
B. Lore-01

N. D. Sadhaka

(Owners 1 and 3 to 14 are represented by their GPA Holder Sri N. D. Sadhaka, Owner No.2 herein)

N. D. Sadhaka

Owner No.2
(N D Sadhaka)

N. D. Sadhaka

(Owner No.15 being represented by N D Sadhaka)
(OWNERS)

(DEVELOPER)

ಕರ್ನಾಟಕ 17443 कर्नाटक

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ: ಕಂಇ 152 ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು ನೋಂದಣಿ ಇಲಾಖೆ ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ KA900200 P86924 ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet

Government of Karnataka

STAMP DUTY KARNATAKA

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ ಬೆಲೆ : ರೂ. 2/-

Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು

This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ

Date of execution

ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.

Total stamp duty paid Rs.

:SREE:

:ALLOCATION AGREEMENT:

THIS ALLOCATION AGREEMENT IS MADE AND EXECUTED ON THIS THE NINETH DAY OF APRIL TWO THOUSAND THIRTEEN (09/04/2013) AT BANGALORE:

BETWEEN

(1) SMT.V.VENKATAMMA NAMASSIVAYA, Aged about 86 years, wife of late Dr.M.Namassivaya, Residing at 257, Riverview Road, Rexford, NY 12148, USA, Bangalore-560 082, (2) SRI.N.D.SADHAKA, Aged about 69 years, Son of late Dr.M.Namassivaya, A# 303, Adarsh Residency, 47th Cross, Jayanagar 8th Block, Bangalore-82. (Old No.4, Obalappa Gardens, K.R.Road, Yediyur Post, Bangalore-560 082), (3) SRI.N.SHREYARTHI, Aged about 67 years, Son of late Dr.M.Namassivaya, residing at No.2, Fairhill Road, Clifton Park, NY 12065, USA, (4) SRI.N.SUMITHRA, Aged about 65 years, Son of late Dr.M.Namassivaya, residing at No.257, Riverview Road, Rexford, NY 12148, USA, (5) SMT.N.VIDYARTHI HARIBABU, Alias N.VIDYA, Aged about 62 years, Daughter of late Dr.M.Namassivaya, residing at No.257,

For ADARSH DEVELOPERS

PARTNER

Riverview Road, Rexford, NY 12148, USA, (6) SMT.N.BHARATHI, Daughter of late Dr.M.Namassivaya, Aged about 61 years, residing at No.8357, Moyer Carrieage Cicero NY 13039 USA, (7) SRI.N.SUCHINTHAKA, Son of late late. Dr.M.Namassivaya, Aged about 58 years, residing at No.34, Redfield Park, Clifton Park, NY 12065, USA, (8) SMT.N.NAGARANI, Daughter of late Dr.M.Namassivaya, Aged about 56 years, residing at No.36, Wallflower, Dr Rexford, NY 12148, USA, (9) SMT.N.SUJATHA, Aged about 54 years, Daughter of late Dr.M.Namassivaya, residing at No.28, Aster Dr Rexford, NY 12148, USA, (10) SMT.N.NALINI JAYANTHI, Aged about 52 years, Daughter of late Dr.M.Namassivaya, residing at No.60, Stoney Brook Williamsville, NY14221, U.S.A, (11) SRI.N.NAGARAJU, Aged about 50 years, Son of late Dr.M.Namassivaya, residing at No.1, Addison Way, Rexford, NY 12148, U.S.A, (12) SMT.N.ARUNDATHI, aged about 48 years, Daughter of late Dr.M.Namassivaya, residing No.70, Stoney Brook Williamsville, NY 14221, U.S.A, (13) SMT.N.DEVAYANI, Aged about 46 years, Daughter of late Dr.M.Namassivaya, residing at No.23, Pleasant St Utica, N.Y.13501, U.S.A., (14) SMT.N.NITYANANDINI, Aged about 44 years, Daughter of late Dr.M.Namassivaya, residing at 208, Barclay Square, Dr Rochester N.Y.14618, U.S.A., (15) M/s.NAMASHIVAYYA ASSOCIATES, Having its Office at No.4, Obalappa Gardens, K.R.Road, Yediyur Post, Bangalore-560 082, Represented by SRI.N.D.SADHAKA,

hereinafter called the "FIRST PARTY/OWNERS"

First Party No1, 3 to 14 are presented by their General Power of Attorney holder Sri.N.D.SADHAKA, S/o late Dr.M.Namassivaya,

(Which expression wherever it so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.,) OF THE ONE PART:

For ADARSH DEVELOPERS

PARTNER

:AND:

M/s. ADARSH DEVELOPERS, A Partnership Firm, Having its Registered Office at No.10, Vittal Mallya Road, Bangalore-560 001. Represented by its Partner: Sri.B.M.KARUNESH,

hereinafter called the "SECOND PARTY/DEVELOPERS"

(Which expression wherever it so requires shall mean and include all its partners, its respective heirs, legal representatives, administrators, executors and assigns etc.,) OF THE OTHER PART:

WITNESSETH:

WHEREAS the members of First Party herein are the owners of all that Properties measuring (1) 02 Acres 18 Guntas in Sy.No.52/1A, (2) 00 Acre 20 Guntas in Sy.No.57, (3) 00 Acre 04 Guntas in Sy.No.53 and (4) 00 Acre 35 Guntas in Sy.No.56/2 of Kadhirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, duly converted for Non-Agricultural Residential purpose vide Conversion Orders bearing (1) No.A.L.N:(S)(N)S.R.103/2008-09 dated 20/06/2009 and (2) No.A.L.N:(S)(N)S.R:101/2008-09 dated 11/08/2009, both issued by The Special Deputy Commissioner, Bangalore District, Bangalore and presently bearing Municipal No.3 (Old Nos.52/1A, 56/2, 57/53) situated at 1st Main Road, Kadhirenahalli, Municipal Ward No.55 of Padmanabha Nagar, Bangalore, morefully described in Schedule herein, entrusted the same to the Second Party for development of the same into Residential Apartment Buildings and for sale thereof, in terms of Two Joint Development Agreements and a Supplementary Agreement as detailed below :

a) Joint Development Agreement dated 24/10/2006 registered as Document No.26690/2006-07 in Book-I and stored in C.D.No.KEND 340 in the Office of Sub-Registrar, Kengeri and simultaneously the First Party herein have also executed General Power of Attorney dated

For ADARSH DEVELOPERS

PARTNER

24.10.2006 which is duly registered on 25.10.2006 as Document No.447/2006-07, Book-IV, stored in C.D.No.KEND 340, registered in the office of the Senior Sub-Registrar, Kengeri, Bangalore in favour of Sri. B M Jayeshankar and Sri.B M Karunesh, both Partners of M/s Adarsh Developers with respect to the properties bearing Sy.No.52/1A admeasuring 2Acres 20Guntas including 2Guntas of karab land, Sy.No.57 admeasuring 20Guntas and Sy.No.53 admeasuring 4Guntas empowering the Second Party not only to develop but also dispose of the Second Party's share of builtup area alongwith its proportionate undivided share of land by way of sale or otherwise.

b) Supplementary Agreement dated 31/08/2009 registered as Document No.4205/2009-10 in Book-I and stored in C.D.No.BSKD 52 in the Office of Sub-Registrar, Banashankari, with respect to the properties bearing Sy.No.52/1A admeasuring 2Acres 20Guntas including 2Guntas of karab land, Sy.No.57 admeasuring 20Guntas and Sy.No.53 admeasuring 4Guntas.

c) Joint Development Agreement dated 31/08/2009, registered as Document No.4113/2009-10 in Book-I and stored in C.D.No.BSKD 52 in the Office of Sub-Registrar, Banashankari, and simultaneously the First Party herein have also executed General Power of Attorney dated 31.08.2009 which is duly registered on 22.10.2009 as Document No.123/2009-10, Book-IV, stored in C.D.No.BSKD52 in the office of the Senior Sub-Registrar, Banashankari, Bangalore with respect to the property bearing Sy.No.56/2 measuring 35Guntas empowering the Second Party not only to develop, but also dispose of the Second Party's share of builtup area alongwith its proportionate undivided share of land by way of sale or otherwise, hereinafter referred to as `Principal Agreements'.

For ADARSH DEVELOPERS

PARTNER

WHEREAS the Second Party by virtue of the powers conferred upon them under the Joint Development Agreement and the General Power of Attorney, secured a Licence and Plan sanctioned from the Bruhat Bangalore Mahanagara Palike vide L.P.No.48/2010-11 dated 09/05/2012 for construction of Residential Apartment Buildings comprising of Basement, stilt and Fifteen Upper Floors and a Club House. The Second Party has decided to identify the entire development as `ADARSH PREMIA'.

WHEREAS in accordance with the terms of the Principal Agreements, the First Party is entitled for 31% of the proposed builtup Area alongwith its proportionate Undivided Interest of land area and proportionate car parking area and the Second Party is entitled for 69% of the proposed builtup Area alongwith its proportionate Undivided Interest of land area and proportionate car parking area in the Schedule Property.

Whereas, due to delay in the commencement of the Project, the Developer herein after having the mutual discussions with the First Party herein, the Second Party has agreed to increase the sharing ratio and in view of the same the Developer herein has agreed to transfer 1,89,327 Sq.ft of proposed builtup area inclusive of 4 penthouses, out of the total builtup area of 5,40,935 Sq.Ft., as per sanction plan vide L.P.No.48/2010-11 dated 09/05/2012 to be constructed along with its proportionate undivided interest of land in favour of the First Party herein towards the Owner's share and retain the balance builtup area measuring to an extent of 3,51,608 Sq.Ft., area out of the total builtup area of 5,40,935 Sq.Ft., to be constructed alongwith its proportionate undivided interest of land towards the Developer's Share. Out of the Owner's share of 1,89,327 Sq.Ft., the Owners have selected the Apartments to be constructed having its total builtup area of 1,73,930 Sq.Ft., the details of which are morefully mentioned in Annexure I and the balance built-up area of the Owner's share measuring to an extent of 15,397 Sq.ft., towards 4 penthouses

For ADARSH DEVELOPERS

PARTNER

shall be allocated once the modified plan is obtained. Out of the remaining extent of 3,67,005 Sq.Ft., the Developer has selected the Apartments to be constructed alongwith its built-up area which are morefully mentioned in Annexure –II and the same are annexed herewith to this Allocation Agreement, which shall form part and parcel of this Agreement.

The Developer has acquired the Transfer of Development Rights and in pursuance of the same, the Developer shall be entitled to secure sanction for construction of additional builtup area in addition to present sanctioned plan for higher number of floors by obtaining sanction of modified plan utilizing the Transfer of Development Rights. Once the approved modified Plan is obtained from the competent authority, both the First Party and the Second Party shall mutually discuss and finalise the sharing of the additional builtup area to be built alongwith proportionate undivided interest and the car parkings, consequent to the increase in the builtup area and the revision in the proportionate Undivided Interest in the land area, the same shall be reduced into writing at later stage. The sharing ratio of the additional builtup area to be built alongwith proportionate undivided interest will be as agreed separately by both the First Party and the Second Party, which is independent to the terms of the sharing ratio as reflected in the aforesaid Joint Development Agreements entered between both the parties with respect to the development of the Schedule Property.

In view of the above, the First Party is being aware that the Second Party shall utilize Transfer of Development Rights for construction of additional builtup area in addition to the present sanctioned Plan by securing the modified plan in respect of the Schedule Property, due to which the undivided interest in the land area will be shared accordingly in their respective shares and both the parties have mutually agreed for the same.

For ADARSH DEVELOPERS

PARTNER

The First Party and the Second Party have mutually discussed and agreed that the areas of the penthouses to be built which are allocated to the First Party's share and the Second Party's share shall be finalized only after obtaining the modified Plan from the competent authority.

Whereas, now the parties herein have mutually discussed and agreed to allocate their respective shares as per the existing plan sanction obtained by the Developer vide Plan bearing L.P.No.48/2010-11 dated 09/05/2012, issued by Bruhat Bangalore Mahanagara Palike.and the parties decided to earmark the apartments to be built, alongwith the built-up areas falling to their respective shares and are desirous of reducing the same into writing by entering into this Allocation Agreement or Sharing Agreement.

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

1) The Agreement shall be read in continuation of the Principal Agreements and General Powers of Attorney dated 24.10.2006 and 31.08.2009 and shall form part and parcel of the same transaction and except what is stated herein all other terms and conditions mentioned in the aforesaid Agreements and General Powers of Attorney shall remain the same and in full force and effect.

2) The Copy of Licence and Plan sanctioned by Bruhat Bangalore Mahanagara Palike vide L.P.No.48/2010-11 dated 09/05/2012 is treated as part of this Agreement.

For ADARSH DEVELOPERS

PARTNER

3) The First Party is being aware that the Second Party shall utilize Transfer of Development Rights for construction of additional builtup area in addition to the present sanctioned Plan by securing the modified plan in respect of the Schedule Property, due to which the undivided interest in the land area will be reduced accordingly in their respective shares and both the parties have mutually agreed for the same.

4) That by consent of both the parties hereto it is specifically agreed that the apartments to be built alongwith the built-up areas shown in Annexure-I to this Agreement are allotted to the share of members of First Party hereto.

5) That by consent of both the parties hereto it is specifically agreed that the apartments to be built, built-up areas shown in Annexure-II to this Agreement are allotted to the share of Second Party hereto.

6) That by virtue of the allotments of the apartments to be built, alongwith built-up areas, etc., in Annexure-I in favour of the members of First Party, they are entitled to own, possess and enjoy the same as the full and absolute owners with full powers of enjoyment and alienation and shall be entitled to sell or deal with the built-up areas together with proportionate undivided share, right, title and interest in the land thereto in any manner they deem it fit.

7) That by virtue of the allotment of the apartments to be built, alongwith built-up areas, in Annexure-II in favour of the Second Party, they are entitled to own, possess and enjoy the same as the

For ADARSH DEVELOPERS

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full and absolute owners with full powers of enjoyment and alienation and shall be entitled to sell or deal with the built-up areas together with proportionate undivided share, right, title and interest in the land thereto in any manner they deem it fit.

8) In furtherance of mutual Agreement between the parties hereto the allotment of built spaces are made in favour of respective parties together with proportionate undivided right, title and interest in the land in the Schedule Property and proportionate rights amongst the Parties in all common areas like corridors, stair-case, common-toilets, lobbies and other facilities, advantages, amenities and other areas in the building in Schedule Property.

9) Irrespective of the ratios of allotment of built spaces in the buildings and undivided right, title and interest in the land in the Schedule Property fixed under the aforesaid Principal Agreements referred to above, the allotments of super built spaces etc., and proportionate undivided right, title and interest in the land in the Schedule Property made herein amongst the parties hereto shall be final and binding on the parties.

10) The parties agree that the name of the development in the Schedule Property shall be known by `ADARSH PREMIA' and said name shall not be altered at any time.

11) Each Party shall sign and execute all such deeds and documents as may be required by the other Party to perfect title of the other Party to the built-up areas allotted subject to the other party bearing the expenses connected therewith.

For ADARSH DEVELOPERS

PARTNER

12) The First Party while executing the Sale Agreement, Construction Agreement and Sale Deed/s or such other deeds in favour of the intending Purchasers with respect to the Apartments to be built falling to their share, the Developer shall also be a party for the same.

13) The First Party or their nominee/s or the intending Purchaser/s, shall strictly adhere to all the terms and conditions as mentioned in the Sale Agreement and Construction Agreement to be executed in their favour with respect to the Apartments to be built falling to their share.

14) Each of the parties and/or their successors shall become members of any Association formed (hereinafter referred to as the said Association) for carrying out common maintenance of the building and rendering common services therein.

15) In the course of ownership and enjoyment of the built areas, in the Schedule Property each of the parties herein and future owners shall have the following rights and obligations:

A.RIGHTS:

1) The right to own and use the Apartment only for residential purposes.
2) The right and liberty to the Purchaser/s and all persons entitled, authorised or permitted by the Purchaser/s (in common with all other persons entitled, permitted or authorised to a similar right) at all times and for all purposes, to use the staircases, passages and

For ADARSH DEVELOPERS

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common areas in the Building for ingress and egress and use in common.

3) The right to subjacent and lateral support, shelter and protection from the other parts of the building and from the side and roof thereof.

4) The right to free uninterrupted passage of running water, gas and electricity from and to the building and to the apartment allotted, through water courses, sewers, drains, conduits, cables and wires which may passing through the building or any part thereof.

5) The right of passage for the owners of Units and the person/s authorised by them to the common areas of the said building and to the water tanks for cleaning, repairing or maintaining the same at all reasonable times with prior written permissions of Second Party and/or Association.

6) Right to lay cables or wires through common walls or passages for radio, television, telephone and such other installations, having due regard to the similar rights of the other owners of Units in the building with prior written permission of Second Party and/or Association.

7) Subject to payment for common facilities and services, the right to enjoy the common facilities and services provided in the building.

8) The right to the use of common open area around the building (other than the area specifically allotted to any owner for exclusive use) and the entrance area of the building.

9) Absolute ownership and possession of the apartment and car parking/s to be allotted.

10) Exclusive right and use of any portion of Terrace Area and/or Garden Area if allotted.

For ADARSH DEVELOPERS

PARTNER

B. RESTRICTIONS ON THE RIGHT/S OF THE PARTIES:

The Parties and the future owners of Units in the building in the Schedule Property shall be bound by the following restrictions and covenants in the course of the ownership and enjoyment or such apartments.

(a) Not to raise any construction in addition to the Units allotted.

(b) Not to use or permit the user of the Unit allotted in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the said building.

(c) Not to use the space in the land left open after the construction of the building/s in a manner, which might cause hindrance to the free ingress to or egress from any part of the said building.

(d) Not to park any vehicle at any place in the Schedule Property other than in the allotted parking area.

(e) Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of other apartments under the said scheme.

(f) Not to make any arrangement for the maintenance of the exterior of the said Unit or the common amenities therein other than agreed to by the majority of owners of apartments therein.

(g) Not to store in the said apartment any goods which are hazardous, combustible, dangerous or considered objectionable by any authority or which are excessively heavy as to affect or damage the construction or structure of the said building.

(h) Not to carry or cause to be carried heavy packages which are likely to damage the lobbies, staircases, lifts, ladders, common passage or any other structure or parts of the said building.

(i) Not to use or permit the use of the common passages, common staircases or common areas for storage, display boards,

For ADARSH DEVELOPERS

PARTNER

materials etc., or in a manner as to cause inconvenience, obstruction or nuisance to others or to affect the aesthetics of the said building or any part thereof.

(j) Not to store any materials or construct anything on the terrace and to keep the terrace always clean, open to the sky and unbuilt upon.

(k) Not to throw or allow or suffer to be thrown dirt, rubbish, rags, cigarettes and/or other refuse from the building or in the common areas of the building or on the Schedule Property.

(l) Not to cause any nuisance or health hazard to the other occupants of the building.

(m) To be bound by the Rules and Regulations governing the use of the common facilities as may be determined by the Owners of apartments in the building.

(n) Not to use the terrace/open area specifically allotted to any apartment owner.

(o) Not to decorate the exterior of the building and/or the apartment allotted otherwise than in a manner specified by the majority of the owners of apartments in the said building.

(p) Not to seek for partition of common facilities or services or the land covered in the Schedule Property by metes and bounds but always shall enjoy the Schedule Property as co-owners along with other co-owners thereof.

(q) Not to use the apartment allotted for any business or purposes which is prohibited in law or in such a way as to cause nuisance or health hazard to others.

(r) Not to put up advertisement boards, neon sign and other display materials at any place of the building in the Schedule

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Property except at the previously designated location and also at the entrance door of the particular apartment.

(s) No sign board, hoarding or any other neon sign or logo shall be put up on the exterior of the building or in the lobby or on the wall of the apartment or at any open spaces inside or outside the building and compound wall.

C. EXPENSES TO BE BORNE BY OWNER OF EACH APARTMENT:

1) The Parties herein and the future owners of apartments in the building shall bear and pay the following expenses in the form of Maintenance Deposit/Common Expenses on demand, in proportion to his/her/their share without default.

a) Expenses for maintenance of lifts, pump sets, generators and other machineries, sanitary and electrical connections in the building, including the cost of AMC's for these equipments;

b) Electricity consumption charges for running all common services and lighting the common areas, basement and all open areas and water consumption charges of building;

c) Cost of replacement of electrical fittings and bulbs in all common areas, corridors, basement and open places;

d) Expenses for maintenance of the building and the land surrounding thereto, white washing and color washing of common areas, external areas, garbage collection and the compound wall;

e) Expenses incurred in the maintenance of landscape, pots and other plants in the building;

f) Salaries and wages payable to the property manager, security guards, lift operators, plumbers, electricians, gardeners, pumps and generator operators etc., appointed;

For ADARSH DEVELOPERS

PARTNER

g) Such other expenses which are common in nature and not attributable any unit in particular but relates to the building and Property in general.

h) The Maintenance cost does not cover the cost of water supply, which would have to be reimbursed on a monthly basis and also does not include the cost of repairs to the buildings or individual units of any kind whatsoever and such repairs shall be carried out after payment in advance against an estimate for the same.

2) The Purchaser/s shall pay the amount as required by the Vendors or the association or the maintenance agency which is duly authorised by the Vendors towards maintenance and management of the common areas and facilities in the Project (subject to revision from time to time) and benefit accrued thereon shall be utilized for the maintenance and management of the common areas and facilities and any deficit shall be made good by the Purchaser/s proportionately as and when demanded.

3) The Parties shall bear the cost of deposit to be made to BWSSB, BESCOM, VAT, Service tax etc., and all other incidental expenses in general in proportionate to their respective UDI / built-up area allotted under this Agreement.

NOTE: The word 'UNIT' shall mean and include an apartment.

For ADARSH DEVELOPERS

PARTNER

16) This Agreement is prepared in two sets and both the parties shall have one set each and both are treated as originals.

17) This Agreement is annexed with the following ANNEXURES:-

(i) Sanctioned Plan.

(ii) Annexure-I forming areas allotted to the members of First Party.

(iii) Annexure-II forming areas allotted to the Second Party.

:SCHEDULE PROPERTY:

All that Properties measuring (1) 02 Acres 18 Guntas in Sy.No.52/1A, (2) 00 Acre 20 Guntas in Sy.No.57, (3) 00 Acre 04 Guntas in Sy.No.53 and (4) 00 Acre 35 Guntas in Sy.No.56/2 of Kadhirenahalli Village, Uttarahalli Hobli, Bangalore South Taluk, duly converted for Non-Agricultural Residential purpose vide Conversion Orders bearing (1) No.A.L.N:(S)(N)S.R.103/2008-09 dated 20/06/2009 and (2) No.A.L.N:(S)(N)S.R:101/2008-09 dated 11/08/2009, both issued by The Special Deputy Commissioner, Bangalore District, Bangalore and presently bearing Municipal No.3 (Old Nos.52/1A, 56/2, 57/53) situated at 1st Main Road, Kadhirenahalli, Municipal Ward No.55 of Padmanabha Nagar, Bangalore and the entire property is bounded by:-

East by : Properties bearing Sy.No.59, 61 and 56 of Kadirenahalli Village;

West by : Road and Property bearing Sy.No.52/1B of Kadirenahalli Village;

North by : Canal (Drain) and Ring Road;

South by : Private Property and Padmanabhanagar 1st Cross.

For ADARSH DEVELOPERS

PARTNER

IN WITNESS WHEREOF THE PARTIES ABOVENAMED HAVE SIGNED AND EXECUTED THIS ALLOCATION AGREEMENT ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER.

WITNESSES:

1)

Ramamoorthy. M
No. 10. Vittal Mallya Road
Bangalore - 560001

(Sadaka is representing for self and as a GPA holder for Owner Nos. 1, 3 to 15)

FIRST PARTY/OWNERS.

for M/s. ADARSH DEVELOPERS,

2) Manohara. V.
Channapatna

Partner.

SECOND PARTY/ DEVELOPER.

:ANNEXURE-I:

UNITS/APARTMENTS TO BE BUILT ALLOTTED TO THE SHARE OF FIRST PARTY JOINTLY

SL NO.	APARTMENT NUMBER	SUPER BUILT UP AREA (in Sq.Ft.,)
1.	A 101	2160
2.	A 201	2160
3.	A 301	2160
4.	A 401	2160
5.	A 501	2160
6.	A 601	2160
7.	A 701	2160
8.	A 801	2160
9.	A 901	2160
10.	A 1001	2160
11.	A 1101	2160
12.	A 1201	2160
13.	A 1301	2160
14.	A 1401	2160
15.	A 1501	2160
16.	A1 – 1Penthouse	Area not finalised
17.	A 102	2400
18.	A 202	2400
19.	A 302	2400
20.	A 402	2400
21.	A 502	2400
22.	A 602	2400
23.	A 702	2400
24.	A 802	2400
25.	A 902	2400
26.	A 1002	2400
27.	A 1102	2400
28.	A 1202	2400
29.	A 1302	2400
30.	A 1402	2400
31.	A 1502	2400
32.	A2 – 1Penthouse	Area not finalized
33.	B 601	2285
34.	B 102	2050
35.	B 202	2050

For ADARSH DEVELOPERS

PARTNER

36.	B 602	2050
37.	B 702	2050
38.	B 802	2050
39.	B 902	2050
40.	B 1002	2050
41.	B 1202	2050
42.	B 603	2205
43.	B 703	2205
44.	B 803	2205
45.	B 903	2205
46.	B 1003	2205
47.	B3 – 1 Penthouse	Area not finalized
48.	B 104	2115
49.	B 204	2115
50.	B 304	2115
51.	B 404	2115
52.	B 504	2115
53.	B 604	2115
54.	B 904	2115
55.	C 801	2275
56.	C 901	2275
57.	C 602	2275
58.	C 802	2275
59.	C 803	2275
60.	C 1004	2360
61.	C 1104	2360
62.	C 1204	2360
63.	D 901	3605
64.	D 1001	3605
65.	D 1101	3605
66.	D 1201	3605
67.	D 902	2905
68.	D2 – 1 Penthouse	Area not finalised
69.	D 804	3605
70.	D 904	3605
71.	D 1004	3605

For ADARSH DEVELOPERS

PARTNER

72.	D 1104	3605
73.	D 1204	3605
74.	D 1304	3605
75.	D 1404	3605
	Total	1,73,930

together with its proportionate undivided share, right, title, interest and ownership in the land in Schedule Property.

The 4(four) Penthouses builtup Areas to be finalized later and the same will be adjusted towards the Balance Builtup Area of 15,397 Sq.Ft., of Owner's Share and the same shall be reduced into writing in the separate sharing agreement to be executed or signed by both the Parties after obtaining the modified plan.

For ADARSH DEVELOPERS

PARTNER

ANNEXURE-II

:UNITS/ APARTMENTS TO BE BUILT ALLOTTED TO THE SHARE OF SECOND PARTY:

SL NO.	APARTMENT NUMBER	SUPER BUILT UP AREA (in Sq.Ft.,)
1.	B 101	2285
2.	B 201	2285
3.	B 301	2285
4.	B 401	2285
5.	B 501	2285
6.	B 701	2285
7.	B 801	2285
8.	B 901	2285
9.	B 1001	2285
10.	B 1101	2285
11.	B 1201	2285
12.	B 1301	2285
13.	B 1401	2285
14.	B 1501	2285
15.	B 302	2050
16.	B 402	2050
17.	B 502	2050
18.	B 1102	2050
19.	B 1302	2050
20.	B 1402	2050
21.	B 1502	2050
22.	B 103	2205
23.	B 203	2205
24.	B 303	2205
25.	B 403	2205
26.	B 503	2205
27.	B 1103	2205
28.	B 1203	2205
29.	B 1303	2205
30.	B 1403	2205
31.	B 1503	2205
32.	B 704	2115
33.	B 804	2115

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PARTNER

34.	B 1004	2115
35.	B 1104	2115
36.	B 1204	2115
37.	B 1304	2115
38.	B 1404	2115
39.	B 1504	2115
40.	C 001	2275
41.	C 101	2275
42.	C 201	2275
43.	C 301	2275
44.	C 401	2275
45.	C 501	2275
46.	C 601	2275
47.	C 701	2275
48.	C 1001	2275
49.	C 1101	2275
50	C 1201	2275
51.	C 1301	2275
52.	C 1401	2275
53.	C 1501	2275
54.	C 002	2275
55.	C 102	2275
56.	C 202	2275
57.	C 302	2275
58.	C 402	2275
59.	C 502	2275
60.	C 702	2275
61.	C 902	2275
62.	C 1002	2275
63.	C 1102	2275
64.	C 1202	2275
65.	C 1302	2275
66.	C 1402	2275
67.	C 1502	2275
68.	C 003	2275
69.	C 103	2275
70.	C 203	2275
71.	C 303	2275
72.	C 403	2275
73.	C 503	2275
74.	C 603	2275
75.	C 703	2275
76.	C 903	2275
77.	C 1003	2275
78.	C 1103	2275

For ADARSH DEVELOPERS

PARTNER

79.	C 1203	2275
80.	C 1303	2275
81.	C 1403	2275
82.	C 1503	2275
83.	C 004	2360
84.	C 104	2360
85.	C 204	2360
86.	C 304	2360
87.	C 404	2360
88.	C 504	2360
89.	C 604	2360
90.	C 704	2360
91.	C 804	2360
92.	C 904	2360
93.	C 1304	2360
94.	C 1404	2360
95.	C 1504	2360
96.	D 001	3605
97.	D 101	3605
98.	D 201	3605
99.	D 301	3605
100.	D 401	3605
101.	D 501	3605
102.	D 601	3605
103.	D 701	3605
104.	D 801	3605
105.	D 1301	3605
106.	D 1401	3605
107.	D 002	2905
108.	D 102	2905
109.	D 202	2905
110.	D 302	2905
111.	D 402	2905
112.	D 502	2905
113.	D 602	2905
114.	D 702	2905
115.	D 802	2905
116.	D 1002	2905
117.	D 1102	2905
118.	D 1202	2905
119.	D 1302	2905
120.	D 1402	2905
121.	D 003	2935
122.	D 103	2935
123.	D 203	2935

For ADARSH DEVELOPERS

PARTNER

124.	D 303	2935
125.	D 403	2935
126.	D 503	2935
127.	D 603	2935
128.	D 703	2935
129.	D 803	2935
130.	D 903	2935
131.	D 1003	2935
132.	D 1103	2935
133.	D 1203	2935
134.	D 1303	2935
135.	D 1403	2935
136.	D 004	3605
137.	D 104	3605
138.	D 204	3605
139.	D 304	3605
140.	D 404	3605
141.	D 504	3605
142.	D 604	3605
143.	D 704	3605
	Total	3,67,005

together with its proportionate undivided share, right, title, interest and ownership in the land in Schedule Property.

For ADARSH DEVELOPERS

PARTNER