

BIS IV 1406

BACSL/1406

/2015-2016/BK IV Page - 17

2015-16

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9C/2:

GENERAL POWER OF ATTORNEY

THIS GENERAL POWER OF ATTORNEY Is made and Executed on this 28th day of March, Two Thousand Sixteen (28-03-2016) at Bangalore

NOW ALL MEN BY THESE PRESENTS THAT:

BETWEEN :

- 1) **MRS.B.V.JAYALAKSHMI**,
daughter of late P.N.Venkataramanaswamy,
aged about 60 years,
residing at _#127/11,Bull temple road,
K.G nagar, Bengaluru - 560 019.
PAN NO: AHERJ8797L
- 2) **MR.B.N.CHETHAN**,
son of late B.V.Nanjundappa,
aged about 30 years,
residing at # 67/1-11, 7th cross
subramanyapura main road, Kadrenahalli,
BSK 2nd stage, Bengaluru - 560 070.
PAN NO: AZUPC2432P
- 3) **MRS.B.N.MADHURYA**,
daughter of late B.V.Nanjundappa,
aged about 26 years,
residing at _#1075/2 8th Cross,
ST.Thomas Town Lingrajapuram,
Kancharakanahalli, Bengaluru -560 084.
PAN NO: ANOPN5459R

[Signature]

B.V. Jayalakshmi

1 B.V. Jayalakshmi

2 *[Signature]*

3 *[Signature]*

4 *[Signature]*

5 *[Signature]*

6 Jayamma

7 *[Signature]*

8 Navyashree B.S

9 *[Signature]*

[Signature]



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.M N Landmark, Rep by its Managing Partner, Mr.D.Raghu , ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	200.00	Paid in Cash
ಒಟ್ಟು :	200.00	

ಸ್ಥಳ : ಜಯನಗರ

ದಿನಾಂಕ : 30/03/2016

ಉಪ ಸೆನಿಟೈವ್ ಜಯನಗರ
Senior Deputy Registrar
Jayanagar, Bangalore City

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4) **MRS. SHANTHA,**
wife of late B.V. Jayanth,
aged about 49 years,
residing at No.457 ITI Layout,
opposite to Gopalan Orchade,
Mysore road, Bengaluru - 560 039.

4.a) **MR. B.J. KIRAN**
son of late B.V. Jayanth
aged about 28 years,
residing at No.457 ITI Layout,
Opp Gopalan orchade,
Mysore road, B'lore-560 039.

5) **MRS. B. JAYAMMA,**
wife of late B.V.Somashekhar,
aged about 47 years,
residing at # 18,1st Main Road,
BHEL Layout, Kenchenahalli
R.R Nagar, Bengaluru- 560 098
PAN NO: AZTPJ2568G

5.a) **MR.B.S. PUNEETH,**
son of late B.V.Somashekhar
aged about 25 years,
residing at # 18,1st main road,
BHEL Layout, Kenchenahalli
R.R Nagar, Bengaluru-560 098

5.b) **MISS.B.S.NAVYASHREE,**
daughter of late B.V.Somashekhar,
aged about 18 years,
residing at # 18,1st main road,
BHEL Layout, Kenchenahalli
R.R nagar,Bengaluru- 560 098

1 B.V. Jayashankar

2 *Trichell*

3 *Neethy*

4 *Shantha*

5 *Kiran*

6 Jayamma

7 *Shravan*

8 Navyashree B.S

2 Prameetha

Shravan





Print Date & Time : 30-03-2016 12:17:52 PM

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ಜಯನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-03-2016 ರಂದು 09:01:54 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ







ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	600.00
	ಒಟ್ಟು :	150600.00


ಶ್ರೀ M/s.M N Landmaark, Rep by Its Managing Partner, Mr.D.Raghu ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s.M N Landmaark, Rep by Its Managing Partner, Mr.D.Raghu			


Senior Sub-Registrar
Jayanagar, Bangalore City

ಬರೆಯಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	M/s.M N Landmaark, Rep by Its Managing Partner, Mr.D.Raghu . (ಬರೆಯಕೊಂಡವರು)			
2	M/s.M N Landmaark, Rep by Its Managing Partner, Mr.S.Arun . (ಬರೆಯಕೊಂಡವರು)			


Senior Sub-Registrar
Jayanagar, Bangalore City

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- 6) **MRS.B.V.PREMA KUMARI,**
daughter of late P.N.Venkataramanaswamy,
aged about 50 years,
residing at #426, Rajarajeshwari Nilaya,
5th main, 5th cross, Kengeri satellite town,
Bengaluru-560 060.
PAN NO: AWFPV2041T

(hereinafter referred to as the "**First Party**" or "**Owner's**", which expression shall, wherever the context so requires or admits, mean and include, his / her heirs, executors, administrators and assigns),

- 1) **MR.DAYANANDA,**
son of B.N.Thimma Reddy,
aged about 52 years,
residing at Bommasandra,
Anekal Taluk, B'lore-99

- 2) **M/s.BHARATH INFRA TECH PRIVATE LTD.,**
A Company registered under the Companies Act, 1956, having
its registered office at No. 186, 1st cross, Hosur Main road
Wilson garden, Bangalore- 560027
Represented by its Chairman Mr. Dayananda

(hereinafter referred to as the "**Confirming Party**", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title and assigns)











AND

M/s. M N LANDMAARK

A Firm registered under Partnership Act, 1932.
represented by its managing partners Mr.D.Raghu &
Mr.S.Arun.

- 1 B.V. Jayalalshmi
2 *[Signature]*
3 *[Signature]*
4 *[Signature]*
5 *[Signature]*
6 Jayamma
7 *[Signature]*
8 Navya shree BS
9 *[Signature]*

[Signature]

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು BNG(U)/JNH	MOA	2015-2016/BK	ಸಹಿ
3	B.V.Jayalakshmi . (ಬರೆದುಕೊಡುವವರು)			B.V.Jayalakshmi
4	B.N.Chethan . (ಬರೆದುಕೊಡುವವರು)			Chethan
5	B.N.Madhurya . (ಬರೆದುಕೊಡುವವರು)			Madhurya
6	Shantha . (ಬರೆದುಕೊಡುವವರು)			Shantha
7	B.J.Kiran . (ಬರೆದುಕೊಡುವವರು)			Kiran
8	B.Jayamma . (ಬರೆದುಕೊಡುವವರು)			Jayamma
9	B.S.Puneeth . (ಬರೆದುಕೊಡುವವರು)			Puneeth
10	B.S.Navyashree . (ಬರೆದುಕೊಡುವವರು)			Navyashree B.S


 Senior Sub-Registrar
 Jayanagar, Bangalore City

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(hereinafter referred to as the "Second Party" or "Developer's", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title and assigns),

The OWNER'S and Developer's are referred to as the "Parties" and individually as "Party" as the context requires.










WITNESSETH AS FOLLOWS:

I. WHEREAS all that piece and parcel of agricultural land bearing Survey No.13 measuring 5 Acres & 14/1 measuring 1 Acre 31 Guntas, both situated at Kenchanahalli Village, Kengeri Hobli, Bangalore South Taluk measuring in all about 6 Acres 31 Guntas, ("Survey No.13 & 14/1");

II. WHEREAS Survey No.13 measuring 5 Acres & 14/1 measuring 1 Acre 31 Guntas, both situated at Kenchanahalli Village, Kengeri Hobli, Bangalore South Taluk measuring in all about 6 Acres 31 Guntas originally belonged to Pattadi Nanjundappa, after his death Pattadi Najundappa's wife Erramma and his children Pattadi Venkatappa alias Thammaiah, P.N.Javaraiah alias Papanna, P.N.Ramaiah, P.N.Venkataramanaswamy, P.N.Narayan, Deviramma, Ramakka effected a partition of all the joint family properties which interalia included Survey No.13 and 14/1 and under this Partition Deed dated 30.03.1962, wherein Survey No.13 & 14/1 was allotted to the share of P.N. Venkataramanaswamy.

III. WHEREAS the said P.N. Venkataramanaswamy joined by his sons B.V.Nanjundappa, B.V.Jayanth and B.V.Somashekhar sold eastern portion of Survey No.13 & 14/1 measuring 3 Acres i.e. (2 Acres 08 Guntas in Survey No.13 and 32 Guntas in Survey No.14/1), and retained

- | | | |
|----------------|---------------|--------------------|
| 1 B.V. Jayanth | 5 K. S. S. S. | 7 B. V. S. S. |
| 2 B. V. S. S. | 6 Jayamma | 8 Navyashree B. S. |
| 3 B. V. S. S. | | 9 Premalal B. S. |
| | | 10 B. V. S. S. |

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	BNG(U)/NH-1405-2015-2016/BK15	Page 877		
11	B.V.Prema Kumari . (ಬರೆದುಕೊಡುವವರು)			
12	Dayananda (Confirming Party) . (ಬರೆದುಕೊಡುವವರು)			
13	M/s.Bharath Infra Tech Private Ltd., Rep by its Chairman, Mr.Dayananda (Confirming Party) . (ಬರೆದುಕೊಡುವವರು)			

Senior Sub Registrar
Jayanagar, Bangalore City

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a portion of Survey No.13 measuring 2 Acres 32 Guntas and a portion of Survey No.14 measuring 37 Guntas;

IV. WHEREAS P.N.Venkataramanaswamy along with his sons B.V.Nanjundappa, B.V.Jayanth and B.V.Somashekhar entered into a registered Joint Development Agreement dated 24.02.2006 with Dayananda, Chairman M/s.Bharath Infra-Tech Pvt Ltd, ("Confirming Party"), agreeing to jointly develop the Schedule Property in Survey No.13 & 14/1, into residential apartments, group houses and cultivating commercial medical plants and both agreed to share the constructed area in the Schedule Property of Survey No.13 and Survey No.14/1, in the ratio of 42-58. P.N.Venkataramana Swamy along with his sons B.V.Nanjundappa, B.V.Jayanthappa and B.V.Somashekhar also executed a registered Power of Attorney dated 24.02.2006 in favour of the Confirming Party inter alia authorizing them to deal and dispose off the Developer's share i.e. 58 % of the constructed area in Survey No.13 & 14/1;

V. WHEREAS During the pendency of Joint Development Agreement P.N.Venkataramanaswamy died leaving behind his Last Testament and Will dated 03.06.2006, wherein he bequeathed the rights under the Joint Development Agreement dated 24.02.2006 with regard to Survey No.13 & 14/1 as contained therein.

VI. WHEREAS B.V.Premakumari daughter of late P.N.Venkataramanaswamy filed a partition suit in case bearing O.S.No.5097/2012 on the file of the City Civil Judge against B.V.Nanjundappa, B.V.Somashekar, Jayanth.B.V, Jayalakshmi.B.V and Mr. Dayananda, Chairman, Bharath Infra Tech Pvt Ltd seeking for partition and allotting 1/5th share in Survey No.13 & 14/1. At the intervention of the well-wishers the Plaintiff and the Defendants compromised the suit by filing a Compromise Petition on 24.08.2013, wherein a Decree was passed on 06.09.2013 as per the terms of the Compromise Petition, both the Plaintiffs and

1 B.V. Jayalakshmi 4 Bhramin

2 Santhosh

3 Madhava BN

5 K. Srinivas

6 Jayamma

7 B. S. Srinivas

8 Navyasree BS

9 Pramesh Kumar Anwar

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1	S.Ravi Kumar K.G.Nagar, Bangalore.	S. Ravi Kumar
2	Shekar.Y.M BSK 3rd Stage, Bangalore.	SHEKAR.Y.M.

Senior Sub-Registrar
Jayanagar, Bangalore City

I here by certify that on Production of the Original Joint Development Agreement Document No.11637/2015-16, Dated 30/03/2016, Book-1, CD No.JAYD249, in the Office the Sub-Registrar Jayanagar, Bangalore. I have satisfied my self that the Stamp duty of Rs. 4007780/- has been Paid thereon.

Senior Sub-Registrar
Jayanagar, Bangalore City

 4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ JAY-4-01406-2015-16 ಅಗಿ. ಸಿ.ಡಿ. ನಂಬರ JAYD249 ನೇ ಪುಸ್ತಕದಲ್ಲಿ ದಿನಾಂಕ 30-03-2016 ರಂದು ಮೂರನೆಯವರಾಗಿದೆ  RAGHAVENDRA .S Senior Sub-Registrar Jayanagar, Bangalore City	
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Defendants agreed to share the built up area which shall accrue by virtue of the Joint Development Agreement dated 24.02.2006 with the Builder as contained therein.

VII. WHEREAS the Confirming Party desires to transfer and assign to the Second Party its rights and obligations under the Joint Development Agreement dated 24.02.2006 and the Second Party desires to acquire the rights and obligations from the Confirming Party and accordingly, the confirming party desires to be discharged from the performance of the rights / obligations enumerated in the Joint Development Agreement dated 24.02.2006 with respect to the Schedule Property. Whereas, the First Party is willing to release the Confirming Party from the obligations enumerated in the Joint Development Agreement dated 24.02.2006 with respect to the Schedule Property and to consent to Second Party to assuming such obligations. Accordingly, all of the rights, duties and obligations of the Confirming Party are hereby extinguished through a cancellation deed dated 30.3.2016 and Registered as Doc No 11635 and the same has been assigned to and assumed by the Second Party hereunder with respect to the property as more fully mentioned in the Schedule. The First Party recognizes / accords consent to Second Party as Confirming Party's successor in interest's, in and to all of Confirming Party's rights, duties and obligations with respect to the property as more fully mentioned in the Schedule. The First Party has also executed revocation of General Power of Attorney dated 28.03.2016 document No...1405.....Book no...14.....CD No...JA 48249 (30.3.2016).

VIII. Accordingly the Owner's are desirous of developing the Schedule Property into a mixed purpose building, comprising of residential apartments and commercial complex. The portion of the Schedule Property on which the development is proposed to take place is more fully described in Schedule mentioned hereunder hereinafter referred to as the "Schedule Property".

IX. The Owner's have appointed the Developer's, in reliance upon its representation that it is a professional development company, to develop the Schedule Property into a residential and commercial building complex on the terms and conditions set forth in the Development Agreement, dated 28.03.2016 entered into between the Owner's and the Developer's ("Development Agreement") wherein the Owner's have agreed to share the land and building in the ratio of 42% to themselves (OWNER'S CONSTRUCTED AREA) and 58% to the Developer's (DEVELOPER'S CONSTRUCTED AREA), in pursuant thereto it has become necessary for us to empower the said Developer's to develop the entire Schedule Property and further to sell the Developer's share of undivided share of land and their share of the proposed constructed area.

1 B.V. Jayalakshmi 4 Shenu

2 Santhosh

3 Madhava

5 Kiran

6 Jayamma

7 70322

8 Navyashree B.S

9 Premaraj 6 Amr

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X. TRASFERABLE DEVELOPMENT RIGHTS (TDR)

In the event of the Developer's securing any additional FAR by loading TDR at their expenses, the Developer's shall be entitled to the entire additional saleable area thus achieved. All the cost of compounding, securing additional TDR/FAR will be to the account of the Developer's. The Owner's/confirming party have agreed to share the Undivided Share of Land proportionately over the entire constructed area thus achieved by loading TDR and available FAR.

Xi. In pursuant to above the Owner's have thought and it has become necessary and expedient for them to appoint and constitute M/s.MN LANDMAARK, as their true and lawful attorney for them and in their name and on their behalf to do all or any of the following acts, deeds and things on their behalf, on the terms and conditions set forth below.

xii. Accordingly, the Owner's have thought that it has become necessary and expedient for them to appoint and constitute the said Developer's as their lawful attorney to do the following acts, deeds and things etc., on their behalf:

xiii. NOW THIS POWER OF ATTORNEY WITNESSES AS FOLLOWS:

1. To appear for and represent us before the Bangalore Mahanagara Palike, Bangalore Development Authority, government offices, statutory offices, bodies and other authorities, Bangalore Electricity Supply Company Limited, Bangalore Water Supply and Sewerage Board, Bangalore telephones, police department, airport authorities, fire force authorities and in any and all other offices for the purpose of construction of the Mixed Purpose Building Complex, to sign and execute necessary applications, petitions, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure plans, licences and other permissions for construction and other purposes in the Schedule Property and also apply for renewal thereof and pay necessary charges and levies and sums therefore.

1- B.V. Jayalakshmi 5 *[Signature]*

2 *[Signature]*

6 Jayamma

3 *[Signature]* B.V.

7 *[Signature]*

8 Navya shree B S

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2. To apply for and obtain necessary approvals, permissions, no objections and sanctions for construction of the Mixed Purpose Building Complex including procuring sanctioned plans, commencement certificates, occupation certificates, completion certificates and other certificates, permissions, orders etc., and no objections from the concerned statutory authorities in respect of the Building Complex to be constructed and completed on the Schedule Property from the concerned authorities.
3. To apply for and secure electricity, water and sanitary connections, whether temporary or permanent and other incidental requirements which may be required in the Schedule Property and/or to the Schedule Building from the concerned authorities from time to time, and to deal and correspond with the Bangalore Electricity Supply Company Limited and the Bangalore Water Supply and Sewerage Board for this purpose in respect of the Building Complex, and for the said purposes, sign and execute all letters, applications, undertakings, declarations, indemnities, agreements etc., as may from time to time be necessary or as may be required by the concerned authorities.
4. To appear on their behalf to represent their interest before the city survey authorities, land revenue and assessor of municipal rates and taxes, town planning authorities and municipal offices, Bruhath Bangalore Mahanagara Palike, Bangalore Development Authority and other government offices, for the renewal or grant of licences and permits or for any other purposes as may be necessary under any local acts, rules or regulations and also to appear before any public or government office or other authorities whomsoever in any matter relating to the Schedule Property.
5. To appear on their behalf and represent us before any and all concerned authorities and parties as may be necessary, required or advisable for or in connection with the development of the Schedule Property and to make such arrangement and arrive at such arrangements as may be conducive to the development of the Schedule Property.
6. To construct the Building Complex on the Schedule Property in accordance with the terms and conditions of the Development Agreement.

1 B.V. Jayalakshmi

2 Prakash

3 Muthy 34

4 Shanith

5 Kiran

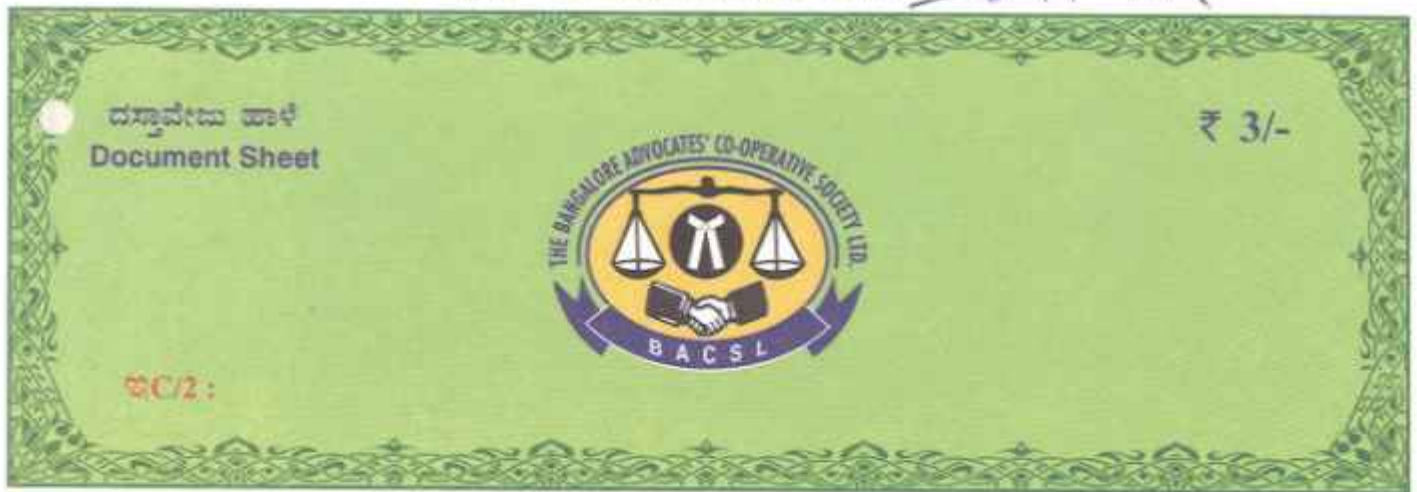
6 Jayamma

7 B.S. Ramesh

8 Navyashree B.S

9 Prerna Pring

10 Shanith 8



7. To engage and terminate the services of architects, engineers, consultants, marketing agencies, legal practitioners, chartered accountants, contractors, and workers in accordance with the terms and conditions of the Development Agreement.
8. To sell, lease or otherwise dispose of the Developer's right, title, interest and Ownership in the Building Complex /Schedule Property that constitutes the share of the Developer's in accordance with the Development Agreement in favour of any purchaser/s or their nominee/s.
9. To deal with, transfer and dispose of the Developer's share either to itself or to any Developer's and prospective Purchaser, in such manner, at such time and on such terms and conditions as may be deemed appropriate and whether by way of mortgage, sale, lease, assignment, exchange or otherwise. In that to raise loan and financial assistance from the Banks and financial institution in respect of DEVELOPER'S share of 58 % (Fifty Eight Percent) as set out in the Joint Development Agreement
10. To receive advances and balances of sale price from any purchaser/s, transferee/s or their nominee/s or assignee/s and issue proper and valid receipts and discharges thereof in respect of the Developer's share in the Building Complex and the Schedule Property to the extent referred to in paragraph 8 above.
11. To sign and execute any agreement/s to sell, sale deed/s and other agreements for conveyance/s in favour of the aforesaid purchaser/s and/or transferee/s or their nominee/s or assignee/s on such terms and conditions the Developer's deems fit in respect of DEVELOPER'S share in the Building Complex and the Schedule Property.
13. To present any agreement/s to sell, sale deed/s and other agreements for conveyance/s in respect of the Developer's share of the Schedule Property and the Building Complex, or portions thereof for registration, admit execution and receipt of consideration before the jurisdictional sub-registrar having authority thereof and get the same registered and to do all acts, deeds and things that the Developer's considers necessary for conveying its share in the Schedule Property and the Building Complex to the said purchaser/s and/or transferee/s or their nominee/s.

1 B. V. Jayakrishna
2 [Signature]
3 [Signature]
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5 [Signature]
6 Jayamma
7 [Signature]
8 Navyashree BS

9 [Signature]
[Signature]

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14. To sign and execute necessary documents, declarations, affidavits, undertakings and other documents required for completion of sale and/or transfer and/or alienation of the Schedule Property and the Building Complex to the extent referred to in paragraph 8 above or in respect of any matter relating thereto, and to do all other acts, deeds and things that may be necessary for achieving the purposes mentioned herein.
15. To institute, defend and prosecute, enforce or resist or continue any suit or other actions and proceedings, appeals, in any court anywhere in its civil, criminal, revenue, division or before any tribunal or arbitration or industrial court, to execute warrant of attorney, vakalatnama and other authorities, to act and to plead and to sign and verify plaints, written statements, petitions, and other pleadings including pleadings under Article 226 of the Constitution of India and also to present any memorandum of appeal, accounts, to accept service of summons, notices, and other legal processes, enforce judgement, execute any decree or order, to appoint and engage advocates and other legal agents etc., as the Developer's deems fit and proper and to adjust, settle all accounts, to refer to arbitration all disputes and differences, to compromise cases, to withdraw the same, to be non-suited and to receive delivery of documents or payments of any money or monies from any client, office or opposite party and do all acts, deeds and things, that may be necessary or requisite in connection therewith, in relation to the Developer's share of the Schedule Property and the Building Complex, provided however that the power in this paragraph shall not be exercised against the Owner's or any of them.
16. And generally to do all acts, deeds and things that may be necessary for the above said purposes and the Owner's do hereby agree to ratify and confirm all the above said acts, deeds, things and assurances that the Developer's shall lawfully do by virtue of this POA as acts, deeds and things done by us as if the Owner's are personally present to do the same, provided however it is clarified that:
 - (a) Developer's have the authority to create raise loan, charge or encumbrance from banks, financial institutions in respect of its share of 58% (Fifty Eight Percent) in the Schedule Property or the Building Complex or any portion thereof, without affecting their rights i.e. OWNER'S rights and share of the undivided share in the Schedule property.

1 B.V. Jayalakshmi

2 Lachell

3 Mally B.V.

4 Shanmug

5 Kiran

6 Jayamma

7 B.S. Ramesh

8 Navya since B.S.

9 Prem Pranj

10 Shanmug

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

₹ 3/-



CC2:

(b) The power of Attorney herein executed is irrevocable as it is coupled with interest and the death or disability of the Owner's/Executants shall not affect the validity or terms of the power of attorney. The Developer's may at its discretion delegate any of the powers granted hereunder to any of its directors, agents, nominees or other persons from time to time, for the purpose of exercising such powers, without the power in this paragraph being exercised against the Owner's or any of them and shall be exercised strictly in accordance with the terms hereof.

SCHEDULE PROPERTY

All that piece and parcel of immovable undeveloped converted land vide conversion order no ALN(S)SR(KEM)139/2009-10 dt 21.01.2010 bearing Survey No.13 and 14/1, Kenchenahalli Village, Kengeri Hobli, Bangalore South Taluk, measuring in all about 3 Acres 29 Guntas and bounded On:-

East	Remaining portion of Survey No.13 and 14/1 belonging to Yashodha;
West	Private property belonging to Sharadhamma;
North	Mysore Bangalore Road (State Highway No.17);
South	Vrushabavathi River;

IN WITNESS WHEREOF the Owner's and the Developer's have set their respective hands to this Power of Attorney on this day, month and year first above written in the presence of the following attesting witnesses.

1 B.V. Jayalakshmi

2 [Signature]

3 [Signature]

4 [Signature]

5 [Signature]

6 Jayamma

7 [Signature]

8 Navyashree B S

9 [Signature]

[Signature]

ದಾಖಲೆ ಪತ್ರ
Document Sheet

₹ 3/-



SC/2:

WITNESSES:

1. S. Ravi Kumar
(S. RAVI KUMAR)
127/7 Ball temple Rd
K.G. Nagar
Bangalore-19

2. SHEKAR.M.M.
NO.19 7th Main-4th Cross
S.B. Colony, B.S.K-3RD
Stage, Bangalore-85,

28 and 29

A. Srinivas
28/02/2011
R.S.

1. B.V. Jayalakshmi
2. *[Signature]*
3. *[Signature]*
4. Sherrin
5. *[Signature]*
6. Jayamma
7. *[Signature]*
8. Navyashree B.S
9. *[Signature]*

FIRST PARTY

1. *[Signature]*
For Bharath Infra-Tech Pvt. Ltd.,

2. *[Signature]*

CONFIRMING PARTY

Authorized Signatory

For M/s. MN.LANDMAARK

[Signature]
Partner

[Signature]
Partner

SECOND PARTY

BK N 72
2018-19

BNG(U)JNR. 72 / 2018-2019/BK.V...Page 1 of 13

RECTIFICATION DEED OF GENERAL POWER OF ATTORNEY DATED

28.03.2016

THIS DEED OF RECTIFICATION IS MADE AND EXECUTED ON THIS
THE TWENTIETH DAY OF APRIL TWO THOUSAND AND EIGHTEEN
(20.04.2018) AT BENGALURU:

BETWEEN:

1. Smt. B.V. Jayalakshmi,
D/o Late P.N. Venkataramanaswamy,
Aged about 61 years,
R/at No.127/11, Bull Temple Road,
K.G. Nagar, Bengaluru - 560019
PAN No. AHERJ8797L
2. Sri B.N. Chethan,
S/o Late B.V Nanjundappa
Aged about 31 years,
R/at No.67/1-11, 7th Cross,
Subramanyapura Main Raod,
BSK 2nd Stage, Bengaluru- 560 070
PAN No.AZUPC2432P
3. Smt. B.N. Madhurya,
D/o Late B.V Nanjundappa
Aged about 27 years,
R/at No.1075/2, 8th Cross,
St. Thomas Town Lingarajapuram,
Kancharakanahalli,
Bengaluru - 560 084
PAN No. ANOPN5459R

Jayalakshmi B.V.

[Signature]

Madhurya

Shanthi

[Signature]

[Signature]

[Signature]

Navyashree B.S

Praveen B.S B.V.

[Signature]

For M/s. MN LANDMAARK

Partner

Partner



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.MN Landmaark, Rep by Its Managing Partner, Sri.D.Raghu , ಇವರು 1000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	1000.00	Paid in Cash
ಒಟ್ಟು :	1000.00	

ಸ್ಥಳ : ಜಯನಗರ

ದಿನಾಂಕ : 21/04/2018


Senior Sub Registrar
Jayanagar, Bangalore City
(ಜಯನಗರ)

4. Smt. Shantha,
W/o Late B.V Jayanth
Aged about 50 years,
R/at No.457, ITI Layout,
Opposite to Gopalan Orchade,
Mysore Road,
Bengaluru - 560 039
- 4(a). Sri. B.J. Kiran,
S/o Late B.V Jayanth
Aged about 29 years,
R/at No.457, ITI Layout,
Opposite to Gopalan Orchide,
Mysore Road, Bengaluru - 560 039
5. Smt. B. Jayamma,
W/o Late B.V Somashekar,
Aged about 48 years,
R/at No.18, 1st Main Road,
BHEL Layout, Kenchenahalli,
R.R. Nagar, Bengaluru - 560 098
PAN No. AZTPJ2468G
- 5(a). Sri B.S. Puneeth,
S/o Late B.V Somashekar,
Aged about 26 years,
R/at No.18, 1st Main Road,
BHEL Layout, Kenchenahalli,
R.R. Nagar,
Bengaluru - 560 098
- 5(b). Kum. B. S. Navyashree,
D/o Late B.V Somashekar,
Aged about 19 years,
R/at No.18, 1st Main Road,
BHEL Layout, Kenchenahalli,
R.R. Nagar, Bengaluru - 560 098

Jayakrishni B.V.

Buchell

Meddy. DW

Shanthu

Kiran

Jayamma

B.S. Puneeth

Navyashree B.S

b) Prerna B.V.

Prerna

For M/s. MN LANDMARK

Partner

Prerna

Page 2 of 8
Partner



Print Date & Time : 21-04-2018 04:03:54 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 72

ಜಯನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 21-04-2018 ರಂದು 12:17:40 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ.







ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1000.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	455.00
	ಒಟ್ಟು :	1455.00

ಶ್ರೀ M/s.MN Landmaark, Rep by Its Managing Partner, Sri.D.Raghu ಇವರಿಂದ ಹಾಜರಾದ ಮಾದಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟು ನೆಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s.MN Landmaark, Rep by Its Managing Partner, Sri.D.Raghu			For M/s. MN LANDMAARK Partner  Partner

Senior Sub-Registrar
Jayanagar, Bangalore City

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟು ನೆಗುರುತು	ಸಹಿ
1	M/s.MN Landmaark, Rep by Its Managing Partner, Sri.D.Raghu . (ಬರೆದುಕೊಂಡವರು)			For M/s. MN LANDMAARK Partner  Partner
2	M/s.MN Landmaark, Rep by Its Managing Partner, Sri.S.Rishi . (ಬರೆದುಕೊಂಡವರು)			For M/s. MN LANDMAARK Partner  Partner

Senior Sub-Registrar
Jayanagar, Bangalore City

6. Smt. B.V. Premakumari
D/o Late P.N. Venkataramanaswamy,
Aged about 51 years,
R/at No. 426, "Rajarajeshwari Nilaya",
5th Main, 5th Cross,
Kengeri Satellite Town,
Bengaluru - 560 060
PAN No. AWFPV2041T

(Herein after referred to as **PARTIES OF THE FIRST PART OR OWNER**, which expression shall, wherever the context so requires or admits mean and include all their heirs, Legal representatives, Administrators, Assigns, etc.)

1. Sri. Dayananda
S/o B.N.Thimma Reddy,
Aged about 52 years,
R/at Bommasandra,
Anekal Taluk, Bengaluru - 560 099
2. M/s. Bharath Infra Tech Private Ltd.,
(A Company registered under the
companies Act 1956)
Having its registered office at 186,
1st Cross, Hosur Main Road,
Wilsan Garden, Bengaluru - 560 027,
Represented by its Chairman Sri Dayananda.

(Herein after referred to as **CONFIRMING PARTY**, which expression shall, wherever the context so requires or admits mean and include its successors in title, Administrators, Assigns, etc.)

Jayalakshmi B.V.
[Signature]
M.H. 82

Shanthe

[Signature]



Jayamma
[Signature]
Navyashree B.S.

Premal K.B.V.

[Signature]
For M/s. MN LANDMAARK

Partner

Partner

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು			
3	B.V.Jayalakshmi . (ಬರೆದುಕೊಡುವವರು)			Jayalakshmi B.V
4	B.N.Chethan . (ಬರೆದುಕೊಡುವವರು)			Chethan
5	B.N.Madhurya . (ಬರೆದುಕೊಡುವವರು)			Madhurya B.V
6	Shantha . (ಬರೆದುಕೊಡುವವರು)			Shantha
7	B.J.Kiran . (ಬರೆದುಕೊಡುವವರು)			Kiran
8	B.Jayamma . (ಬರೆದುಕೊಡುವವರು)			Jayamma
9	B.S.Puneeth . (ಬರೆದುಕೊಡುವವರು)			Puneeth
10	Kum.B.S.Navyashree . (ಬರೆದುಕೊಡುವವರು)			Navyashree B.S

Senior Sub Registrar
Jayanagar, Bangalore City

M/s. MN Landmaark,
(A firm registered under Partnership Act 1932),
Having its registered office at
No.11, A.S. Complex,
1st Floor, 8th Main,
Somashekarappa Layout,
Basaveshwaranagar,
Bengaluru - 560 079

Represented by its Managing Partners
Sri. D. Raghu and Sri. S. Rishi

(Herein after referred to as **PARTY OF THE SECOND PART OR DEVELOPER**, which expression shall, wherever the context so requires or admits mean and include its successors in title, Administrators, Assigns, etc.)







WITNESSETH AS FOLLOWS:

WHEREAS:

- A. The parties herein above had entered into a Registered Joint Development Agreement and Registered General Power of Attorney both dated 28.03.2016, in respect of the schedule property herein below mentioned.
- B. In view of certain changes in circumstances, the parties herein above have entered into and executed a Supplementary Deed to the principal Joint Development Agreement dated 28.03.2016.
- C. Since the Principal Joint Development Agreement and the Principal General Power of Attorney both dated 28.03.2016, co exist with each other, and in

- | | |
|------------------------|------------------------|
| 1) Jayashree B.N. | 5) Jayamma |
| 2) <i>[Signature]</i> | 5a) <i>[Signature]</i> |
| 3) <i>[Signature]</i> | 5b) Navyashree B.S |
| 4) Shanthi | 6) Prameela B.V. |
| 4a) <i>[Signature]</i> | |

[Signature]
For M/s. MN LANDMARK
[Signature]
Partner
[Signature]
Partner
Page 4 of 8

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವಿಳಾಸ	ಹಸ್ತಚಿತ್ರ	ಸಹಿ
11	B.V.Premakumari (ಬರೆದುಕೊಡುವವರು)			<i>Premakumari B.V.</i>
12	Dayananda (Confirming Party) (ಬರೆದುಕೊಡುವವರು)			<i>Dayananda</i>
13	M/s.Bharath Infra Tech Private Ltd., Rep by Its Chairman, Sri.Dayananda (Confirming Party) (ಬರೆದುಕೊಡುವವರು)			<i>Dayananda</i>

[Signature]
Senior Sub-Registrar
Jayanagar, Bangalore City

view of the supplementary deed entered into between the parties to the principal Joint Development Agreement, it has become necessary to the parties herein above to execute Rectification deed to the principal General Power of Attorney dated 28.03.2016 in respect of the following:

- i. At Page No 11 paragraph No VIII, it is shown as "Mixed Purpose Building comprising of Residential Apartments and Commercial Complex"
 - ii. At Page No 11 Paragraph No IX it is shown as "..... to develop the schedule property into a residential and commercial building complex....".
"..... wherein the owners have agreed to share the land and building in the ratio of 42% (Owners Constructed area) to themselves and 58 % to the Developers (Developers Constructed Area)".
 - iii. At Page No 12 paragraph No XIII-1, it is mentioned as "... for the purpose of construction of the Mixed purpose building complex".
 - iv. At Page No 13 paragraph No XIII-9, it is mentioned as "... in that to raise loan and financial assistance from the banks and Financial institution in respect of Developers Share of 58 % (Fifty Eight Percent)".
 - v. At Page No 15 paragraph No XIII-16 (a), it is mentioned as "... Developers have the authority to create raise loan charge or encumbrance from banks, Financial Institutions in respect of its share of 58% (Fifty Eight Percent)".
- D. The corrections in respect of the above are necessitated in view of the supplementary Deed to the Joint Development Agreement dated 28.03.2016 and therefore the parties herein above have mutually agreed to execute a

Jayabharathi B.V.
[Signature]

[Signature]

Shanika

[Signature]

[Signature]
[Signature]

Navyashree B.S

Prerna Raj B.V.

[Signature]
For M/s. MN LANDMARK

Partner

[Signature]

Partner

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Shekar, Y.M No.10, 7th Main, 4th Cross, SB Colony, Bharathnagar, BSK 3rd Stage, Bangalore-85	
2	Girish No.477, BEM Layout, Basaveshwaranagar, Bangalore	

Senior Sub-Registrar
Jayanagar, Bangalore City

I here by certify that on Production of the Original GPA Document No.1406/2015-16, Dated 30/03/2016, Book-4, CD No.JAYD249, in the office of the Sub-Registrar Jayanagar, Bangalore, Now this Document is Rectified.

Senior Sub-Registrar
Jayanagar, Bangalore City

 4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ JAY-4-00072-2018-19 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ JAYD336 ನೇ ಪುಸ್ತಕದಲ್ಲಿ ದಿನಾಂಕ 21-04-2018 ರಂದು ಮೊದಲಾದಾಯಿಸಲಾಗಿದೆ  Senior Sub-Registrar Jayanagar, Bangalore City	
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Rectification Deed, to the General Power of Attorney dated 28.03.2016, in respect of the above.

NOW THIS DEED OF RECTIFICATION WITNESSETH AS FOLLOWS:-

- i. At Page No 11 paragraph No VIII, the sentence "Mixed Purpose Building comprising of Residential Apartments and Commercial Complex" is rectified as **"Residential Buildings"**,
- ii. At Page No 11 Paragraph No IX the sentence "..... to develop the schedule property into a residential and commercial building complex...." Is rectified as **"Residential Buildings"**,
 "..... wherein the owners have agreed to share the land and building in the ratio of 42% (Owners Constructed area) to themselves and 58 % to the Developers (Developers Constructed Area)" Is rectified as **38 % (Owners Constructed area) and 62% (Developers Constructed area)**
- iii. At Page No 12 paragraph No XIII-1, the sentence "... for the purpose of construction of the Mixed purpose building complex" is rectified as **Residential Buildings.**
- iv. At Page No 13 paragraph No XIII-9, the sentence "... in that to raise loan and financial assistance from the banks and Financial institution in respect of Developers Share of 58 % (Fifty Eight Percent)" is rectified as **62% (Sixty Two Percent)**
- v. At Page No 15 paragraph No XIII-16 (a), the sentence "... Developers have the authority to create raise loan charge or encumbrance from banks, Financial

Jayalakshmi B.V.

[Signature]

Mody - Dr

Shenitha

[Signature]

[Signature]

[Signature]

Navya shore B>

Praveen B.V.

[Signature]

For M/s. MN LANDMAARK

Partner

[Signature]

Partner

Institutions in respect of its share of 58% (Fifty Eight Percent)" is rectified as **62% (Sixty Two Percent)**

The aforesaid rectifications are effected to the General Power of Attorney dated 28.03.2016, vide document No 1406/2015-16, and stored in C.D No JAYD249, registered in the office of the Sub Registrar, Jayanagar, Bengaluru.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS DEED OF RECTIFICATION ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

WITNESSES:

1. SHEKAR Y.M.

NO-10, 7th of 9th
4th cross, S-B. colony,
B.S. 1C, III rd Stage
BANGALORE 560085

2.

[Signature]

[GIRISH.M.G.]

No. 444, BEML Layout,
Basaveshwari Nagar,
B-79.

1. Jayalakshmi B.V.

2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

4a. *[Signature]*

5. *[Signature]*


5a. *[Signature]*

5b. Navyashree B

6. Pramee Prati B.V.

1

(Owners)

1. 

2. 

M/S Bhagalu Infra Tech Pvt. Ltd.
Rep. by its Chairman.

(Confirming Party)

For M/s. MN LANDMARK

Partner
2. 

Partner

M/s. MN Landmark

Represented by its Managing Partners

Drafted by
Y S H Reddy
Advocate,
No 206, 2nd Floor,
Esteem Plaza,
Sadashivnagar, Bengaluru-560 080


N. MANJUNATHA
Document Writer
D.W.L. No. 27/11-12
Basaveshwaranagar, Bangalore-79.
Mobile : 93412 63604