ನೆಂ.

1730666

NO. C



ನಮೂನೆ Form No - 6



ह्याहा असे स्टेस्टर हो GOVERNMENT OF KARNATAKA ಜನನ ಮತ್ತು ಮರಣಗಳ ಮುಖ್ಯ ರಿಜಿಸ್ಯಾರರು Chief Registrar of Birth and Death





ಮರಣ ಪ್ರಮಾಣ ಪತ್ರ

(ಜ.ಮ.ಮೋ. ಆಧಿನಿಯಮ, 1969ರ 12/17 ನಯ ಪ್ರಕರಣ ಹಾಗೂ ಕ.ಜ.ಮ.ನ್ನೂ ನಿರುಮಗಳು, 1999ರ ನಿಯಮ ಕ/13 ರ ಮೇಲೆಗೆ ಕೊಡಲಾಯಿ

DEATH CERTIFICATE

issued under Section 12/17 of the RBD Act, 1969 and Rule 8/13 of the KRBD Rules, 1999) ಈ ಕೆಳಕಂಡ ವಿವರಣೆಯನ್ನು ಕರ್ನಾಟಕ ರಾಜ್ಯದ ಬೆಂಗಳೂರು ಜಿಲ್ಲೆಯ, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ರಿಚಿಸ್ಪರಿನಲ್ಲಿರುವ ಮರಣ ಸಂಬಂಧವಾದ ಮೂಲ ದಾಖಲೆಯಿಂದ ತೆಗೆದುಕೊಳ್ಳಲಾಗಿದೆಯೆಂದು ಪ್ರಮಾಣೀಕರಿಸಲಾಗಿದೆ.

This is to certify that the following information has been taken from the original record of death which is in the register of Bruhat Bangalore Mahanagara Palike, Bangalore District of Karnataka State.

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12	DONE	35

Viene

M C Nagendra

ಮರಣದ ದಿನಾಂಕ

12/07/2016

Date of Death

ෂෘඛාಯ ಹೆಸರು

Name of Mother

ಮರಣದ ಸಮಯದಲ್ಲಿ ಮೃತರ ವಿಳಾನ:

Address of deceased at the time of death:

No.9, 15th Cross, 6th Phase, J P. Nagar, Bangalore-560078

BOM/0/2016/00250/001040

ಆಸನ ಮರಣ ನೋಂದಣೆ ಕಿಪಾನ ಹೊಮ್ಮ ನಕ್ಕಲ್ಲ ವಲಯ,

9) ನೋಂದಡೆ ಸಂಖ್ಯೆ:

Registration No.:

11) ස්පා(ශ්ෂක්කස්රා ඉස්ලි)

Remarks(if any)

3) ස්,ಮෘස ස්ල් ජ්ලේස් සෘ,ඛපාර්ණ

Signature of Issuing Authority

Oorl Sex

4) ಮರಣದ ಸಳ

No.9, 15th Cross, 6th Phase J P Nuger, Bungalore-560078

Place of Death

ತಂದಯ/ಗಂಡನ ಹಸರು

Name of Father / Husband

S/o M L Gopala Setty

riog)

Male

8) ಮೈತರ ಖಾಯಂ ವಿಳಾಸ

Permanent address of the deceased:

Same As Above

10) ನೋಂದಡೆ ಶಾರೀಖು

25/07/2016

Date of Registration:

12) ಪ್ರಮಾಣಪತ್ರ ನೀಡಿದ

Bosod

Dage of Issue

28/07/2016

14) ಪ್ರಮಾಣ ಪತ್ರ ಕೊಡುವ

ವ್ಯಾಧಿಶಾರಿಯ ವಿಳಾಸ

Address of the issuing

authority





##.00.å. ಬೆರಗಳೂರು ಮೊಹದರು / Seal :

''සුපිරා්ලෙසා සහත කාපා කාරකය ත්ලෙසේමරාත්වූ කස්ජනයි.එමෙළ

"Ensure registration of every birth and death."

ක්ෂියාල සක්ෂකයේ විවේරාල් ක්රමක් පාරමණ්ම හදී හම්පරහ්තිමෙන්ක්රම්ල, සුපරක 17(1) ප ස්වරයාජ ස්වෛ No disclosure shall be made of particulars regarding the cause of death as entent in the Register. See proviso to Section 17 (1)



BK/11/550 8015-16 BNG/UJJNH-550 JRV15-2016/EMI Page)-1/4

E/3/16

LAST WILL AND TESTAMENT

This is the LAST WILL AND TESTAMENT of M.G.Nagendra, S/o Late M.L. Gopala Setty, currently aged 68 years, residing at No. 9, 15th Cross, 6th Phase, J.P.Nagar, Bengaluru-560 078. I do hereby declare this to be my last and final Will in respect of all my assets and liabilities. I hereby revoke the will executed and registered by me on 25.08.2014 at Jayanagar, Bengaluru Sub-Registrar's Office. I am making this WILL while in a sound state of mind and body, to provide my wife and son, benefits and bequeaths of my assets and liabilities.

- I have a wife by name M.N. Ramola and a son by name Sunil Nagendra Mysore. Sunil is married to Jyothsna S. Mysore and they have a son by name Sunoj Mysore and a daughter by name Soha Mysore. Hereinafter they shall be referred to as Ramola, Sunil, Jyothsna, Sunoj and Soha.
- I have assets that are both moveable and immoveable.
- The assets that I bequeath to my wife Ramola are as follows:
- (a) Balance in Savings Bank Accounts at:
 - Kotak Mahindra Bank, Jayanagar Branch, Bengaluru, numbered 165210017762
 - SBI, Jayanagar 2nd Block Branch, Bengaluru, numbered 10386405356
 - iii) Central Bank of India, Sarakki Branch, Bengaluru, numbered 3009324877 (HUF Account)

Arhapendra

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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 (ನಿಯಮ 10-A)

ಶ್ರೀ /ಶ್ರೀಮತಿ M.G.Nagondra , ಇವರು 100.00 ರೂಪಾಯಿಗಳನ್ನು ನೀದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವರನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ		ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ನಿವರ	
ಮುದ್ರಾಂಕ ಶುಲ್ಕ		100.00	Pald by Cash	
	१. ६ शु :	100.00		

ಸ್ಥಳ : ಬಯನಗರ

ದಿನಾಂಕೆ: 05/03/2016

Designed and Developed by C-DAC, ACTS Rune.

Jayanagar Bangalore Oit

- Kotak Mahindra Bank, Ja yanagar Branch, Bengaluru, numbered 160010226631 (HUF Account)
- (b) Shares in Depository Account, cash and shares in Share Trading account as follows:
 - I. M.G.Nagendra, jointly with M.N.Ramola depository account with Client ID 10197500 with ING Vysya Bank (Kotak Mahindra Bank), National Securities Depositories Limited (IN 300610), 69, Ramaiah Complex, Roopena Agrahara, Hosur Road, Bengaluru-560 068.
 - II. M.G.Nagendra, Trading Account #14778 with Share Khan Ltd, Regd. Office: Lodha, 1 Think Technic Campus, 10th Floor, Beta Building, Off JVLR, Mumbai-400 042.
- (c) All shares held by me in the Public Limited Companies as physical shares and not in Demat Form, except those shares specifically mentioned in bequeaths to Sunil.
- (d) Investments in mutual funds and other investments with and through Kotak Mahindra Bank, Jayanagar Branch, Bengaluru or other Mutual Fund Companies.
- (c) All bank FDs under Customer ID #s 471476 and 35888328 at Kotak Mahindra Bank, Jayanagar Branch, Bengaluru, as they may stand at my death except as specifically bequeathed to my son Sunil.
- (f) Two cars, namely a Santro bearing Registration Number KA05-MF-3341 and a Mercedes Benz bearing Registration Number KA05-MH-3200 or the cars that I own at the time of my death.
- (g) Dwelling house along with site, household articles and furniture at site No.9, 15th Cross, 6th Phase, J.P.Nagar, Bangalore-560 078.
- (h) Any outstanding loans given to individuals at the time of my death.

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ONG(U), INF. 550 15015-2018/BK IV Page 4-12

Print Date & Time: 05-03-2016 11:18:59 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 550

ಜಯನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕಿ 05-03-2016 ರಂದು 11:12:13 AM ಗೆಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಫೈ
1	ನೋಂದಣೆ ಶುಲ್ಯ	400.00
2	ಸ್ಕ್ವಾನಿಂಗ್ ಧೀ	350.00
	અક્ષ ્ટુ :	750,00

ಶ್ರೀ M.G.Nagendra ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

कंद्रेत्र	ಫೋಟಿಕ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ð r M.©.Nagendra			Mnofendra

Senior State of the Jayanagar, Bangalere City

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	表示 法)	ಸೋಗಿ ೧	ಪಟ್ಟಿಟ್ಟನ ಗುರುಷ	2530
	M.G.Nagondra		#	
1	(ಬರೆದುಕೋಶುವವರು)			Moguda

Senior Sull Registrar Jayanagar, Bangologe City



- (i) In a Coffee Estate called Doobla Estate, Herur Village, Megunda Hobli, Koppa Taluk, Chikkamagaluru District, I own Coffee and Areca lands which total up to 83 Acres 32.5 Guntas (83A 33.5G as per Pahani) as under:
 - (a) 35 acres and 15 guntas of coffee and areca plantation, which was inherited by me as my share in the family partition among my father and his sons in the year 1970 (35A 11G excluding 1A 35G kharabh in Sy.No. 194/5 as per Pahani).
 - (b) 8 acres and 29.5 guntas, which were bequeathed to me in her WILL by my deceased mother M.G. Bhagyalakshmi, which is 25% of my mother's holding of 34 acres and 38 guntas in Doobla Estate (8A 38G, i.e. 25% of 35A 32G as per Pahani covered by Sy. Nos. 190, 194/6 and 231 excluding total of 1A 06G of kharab).
 - (c) 50% of 37 acres and 6 guntas, i.e. 18 acres and 23 guntas bequeathed to me in my father late M.L. Gopala Setty's WILL (18A 19.5G, i.e. 50% of 36A 39G excluding 6G kharab as per pahani covered by Sy.Nos. 69, 191, 194/1, 232 and 277).
 - (d) 21 acres and 5 guntas of coffee estate gifted to me by my brother M.G.Jayaram, registered at Koppa, Chikkamagaluru district, as Document No. 781 dated 12.01.2011 (now covered by Sy. No. 194/7).

I hereby bequeath the above mentioned 83 acres and 32.5 guntas (83A 33.5G excluding kharab as per pahani) of coffee and arcca plantations to Ramola.

(4) All the rest and residue assets, whatsoever and wheresoever owned and inherited by me at the time of my demise which are not covered under this WILL, shall devolve upon Ramola.

5(a) I own 28 acres 16.5 guntas of residentially converted land at Kodathi Village, Varthur Hobii, Bangalore East Taluk, Bangalore Urban District, as follows:

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ENGRUJANH, 550 JE015-2016/BK/FI Page 6-11-

ight Kott	ಕನೆರು ಮತ್ತು ವಿಳಾಸ	7ids
1	Jyothsna S Mysora J P Nagar, Blore	Tyotheral-mysde
2	Gayatri Shantaram Jayanagar, Blore	Gayate Bharlaran

Senior Sull Registrar Jayanagar, Bangaloge City



3 ನೇ ಪುಸ್ತಕದ ಚಸ್ತಾವೇಜು ನಂಬರ JAY-3-00550-2015-16 ಆಗಿ ೩.೩. ನಂಬರ JAYD246 ನೇ ದೃರಕ್ಷಿ

ದಿನಾಂಕ 05-03-2016 ರೆಂದು ಸೋಡ್ಡಿದ್ದಾಯಿಸಲಾಗಿದೆ

RACIA CORAS

Designed and Developed by C-DAC, ACIS, Pune



	As per Partition of 15.04.2010	As per pahani after resurvey of Sy.Nos. 64/1 and 64/2 in 2015-16
Survey No.	Extent of Land	Extent of Land
64/1	8 acres 21 guntas	7 acres 03 guntas
64/2	2 acres 13 guntas	3 acres 31 guntas
65/1	0 acres 15 guntas	0 acres 15 guntas
65/2	8 acres 1.5 guntas including 1.5 guntas kharab	8 acres 1.5 guntas including 1.5 guntas Kharab
68/1	8 acres 6 guntas excluding 12.25 guntas kharab	8 acres 6 guntas excluding 12.25 guntas kharab
68/2	1 acre 0 guntas	1 acre 0 guntas

In Survey No. 68/1, LA 10G are carmarked for Road in the JDA with M/s. Shresta Infra Projects Pvt. Ltd. Remaining land in Sy. No.68/1 is 6A 36G. Henceforth, when "remaining land in Sy.No.68/1, is mentioned, it shall mean 6A 36G of land after deducting the land for road.

As per a document registered at Varthur, Bangalore East Taluk, Bangalore Urban District, as No. 1155 dated 02.06.2012, I have entered into a "Joint Development Agreement" (JDA) with M/s. Shresta Infra Projects Pvt. Ltd., to develop the above mentioned land into villas, excluding remaining land in Sy. No. 68/1.

Out of my entitlement of 30% or any other percentage agreed upon by all parties concerned at a date subsequent to this WILL of the total villas in the JDA, 2/3rd of the developed plot/s and along with corresponding villas by square footage basis are hereby bequeathed to my wife Ramola. Ramola and Sunil shall have the right to use all the common facilities including the use of the roads, parks and club house in the above mentioned land. Selection of villas is left to Ramola and Sunil.

After my demise, Ramola and Sunil will automatically replace me in the JDA and GPA executed on 02.06.2012 without execution of a modified JDA

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ENG(U)JNN 550 4015-2016/BK (T Page 9-11

and/or a GPA. The JDA and GPA of 02.06.2012 may be utilized by the Developer M/s. Shresta Infra Projects Pvt Ltd. without executing a fresh JDA and/or GPA. In addition, Ramela and Sunil, along with M/s. Shresta Infra Projects Pvt. Ltd., with unanimous agreement are hereby authorised to make any corrections, changes or modifications as needed in the JDA and the GPA of 02.06.2012.

Taxation on sale of villas shall be borne by the respective recipients of villas. Refundable advance taken by me from M/s. Shreshta Infra Projects Pvt. Ltd. in connection with the JDA shall be refunded to them by Ramola. Out of any advance capital gains tax paid by me or Ramola pertaining to Villas and corresponding sites in the JDA with M/s. Shreshta Infra Projects Pvt. Ltd., Sunil shall pay 1/3rd of such advance tax paid to Ramola, for his portion of the Villas.

In the event, the JDA with M/s. Shresta Infra Projects Pvt. Ltd. fails for any reason and the land is reverted back to me or my estate, Ramola and Sunil are hereby bequeathed 50% each of land out of my entitlement in Sy. Nos. 64/1, 64/2, 65/1, 65/2, 68/1 and 68/2 covering 28 Acres 15 Guntas of Kodathi Village. In such an event to keep, alter, shift or to completely cancel creation of the 50 Feet wide road in Survey No. 68/1 of Kodathi Village and division of the land are left to Ramola and Sunil.

5(b) In Lakkenahally and Bidalur villages (Thyamagondlu Hobli) and Anantapura Village (Sompura Hobli) of Nelamangala Taluk, Bangalore Rural District, I own agricultural lends as follows:

Survey No.	Village	Extent in Acres & Guntas
61/1	Lakkenahalli	1A 13G
62/1	Lakkenahalli	0A 29G
62/2	Lakkenahalli	1A 01G
79 (Part)	Bidalur	3A 26G
1/1	Anantapura	IA 24G
3	Anantapura	3A 01G

Myspendra

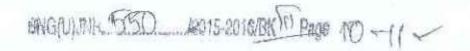


9	Total	42A 25G
7 (Part)	Anantapura	15A 16G
6	Anantapura	4A 26G
5	Anantapura	4A 26Q
4	Anantapura	6A 23G

I hereby bequeath 20A and 20G covered by Survey Nos. 1/1, 3,4,5 & 6 of Anantapura Village shown in the chart above to Ramola.

- The assets that I bequeath to my son Sunil are as follows:
- (a) 7500 shares in Karnataka Leasing Co. Ltd., that were bequeathed to me by my father in his WILL.
- (b) FD #137092048172 at ING Vysya Bank Ltd (Kotak Mahindra Bank) dated 27.10.2010.
- [c](i) Balance 1/3rd of villas by square feet basis along with the corresponding land in the J/V with M/s. Shresta Infra Projects Pvt. Ltd. in Sy. Nos. 64/1, 64/2, 65/1, 65/2 and 68/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, Bangalore Rural District, as detailed in Clause 5(a) hereinabove.
- (ii) The remaining land in Sy. No. 58/1 of Kodathi Village, more specifically mentioned in Clause 5 (a) hereinabove.
- (d)(i) In his WILL, my deceased brother M.G.Shanth Kumar has bequeathed me one out of eleven portions of land in Sy. No. 74 and 135 (out of a total of about 8 acres 01 guntas) situated in N.S.Palya, Begur Hobli, Bangalore South Taluk. I hereby bequeath my entitlement in this land to Sunil.
 - (ii) In his WILL, my deceased brother M.G.Shanth Kumar has bequeathed me one out of eleven portions of lands bearing Sy. Nos. 53/1, 53/2B, 55/1, 55/2, 55/3, 55/4, 56, portion of 57/1, portion of 57/2, 58/2, measuring in all 22 Acres and 26 Guntas and also an extent of 26470 Sft of industrially converted land in Sy. No. 60/7, all located at Hebbagodi Village, Anskal

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Taluk, Bangalore District. I hereby bequeath my entitlement of these lands to Sunil.

- (e) Balance of lands shown in item 5(b) herein above namely Survey Nos. 61/1, 62/1, 62/2 of Lakkenahalli village covering 3A 03G, Survey No. 79 covering 3A 26G of Bidaiur Village, Survey No. 7 of Anantapura Village covering 15A 16G in all a total of 22A 05G are hereby bequeathed to Sunil.
- (i) Site in Chikkamagaluru Town as follows: Measuring (55' + 52'6"/2) x (122' + 117'6"/2). It is 55' on the north bounded by Shettar Beedi 52'6" on the south, touching the site belonging to Mrs. Kalpana Govindaraj (grand daughter of my uncle M.L.Keshava Murthy), 122' on the east, adjoining properties of T.S.Satish and K.N.Vidyasagar, 117'6" on the west, adjoining sites belonging to Manjunath and Ambedkar Bhavan.
- 7. My liabilities are as follows:
- (a) Any taxes payable to the Government authorities, to be discharged by Ramola, subject to clause 5(a) hereinabove.
- (b) My share of any liability arising from litigation between my uncle M.L.Nagappa Setty against his brothers shall be discharged by Ramola.
- (c) Any outstanding agricultural loans on my share of Doobla Estate shall be discharged by Ramola. Any other loan outstanding at the time of my demise shall be discharged by Ramola. At the time of writing this WILL, I do not have any loan other than agricultural loans on Doobla estate.
- 8. I am the administrator for my father's WILL. There are shares in public limited companies in physical form as well as Demat form. There is a share D/P a/c for my father's shares operative in the name of Mysore Gopala Nagendra at ING Vysya Bank (Kotak Mahindra Bank) with Client ID # 11080586. There is a trading a/c for the above mentioned reason with Kotak Securities Ltd. with client ID 15263851. Further, there is a savings a/c in this connection with Kotak Mahindra Bank, #160010182804. If these accounts are not closed during my life time for any reason, one of my brothers or nephews shall be my successor administrator by obtaining

Mazendra

authorisation from all my siblings or their legal representatives, Ramola and Sunil.

- 9. In case my wife Ramola predeceases me or dies simultaneously with me, then in that event her proportionate share as mentioned hereinabove shall in its entirety stand automatically, absolutely and unconditionally bequeathed to and devolved upon Sunil.
- 10. Sunil and Ramola shall be the Executors of this WILL upon my death. Ramola shall keep all the files, books, documents and other related material of my assets and liabilities for her portion of the bequeath. Sunil shall keep all the documents of his portion of the bequeath. Ramola shall keep overlapping document originals and Sunil shall keep copies. In case there is any difference of opinion between the Executors, the decision of Ramola shall prevail. Ramola and Sunil, each shall pay all costs, expenses including probate duty, Court fees, legal and other anciliary expenses as may be incurred, for their share of bequeath.
- 11. Executors of this WILL shall perform my last rites according to Hindu religion and our family tradition and suitable expenses shall be provided from liquidity in my estate.
- I hereby reserve my right to revoke, alter or modify this will before my death. 12.
- This WILL is self-drafted. Who fund to 13.

IN WITNESS WHEREOF, I the said M.G.Nagendra have signed this LAST WILL AND TESTAMENT ON

WITNESSES:

Signature of the Testator

Myragena

1. Jyothena S. Mysore
No.9, 15therass, 6th Phase, JP Nagor
Bargalose- \$60078

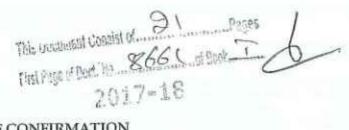
2. Gayalii Shawlaram.
146, I Block East

Pawillion Streat.

Bangalore 560011

8/10/1

ORIGINAL



DEED OF CONFIRMATION

This Deed of Confirmation ("Deed of Confirmation") is made and executed on this the Twenty Second day of December, year Two Thousand Seventeen (22/12/2017), at Bengaluru:

BETWEEN

- Smt. M. N. RAMOLA, aged about 65 years, wife of late Sri. M. G. Nagendra; and
- Sri. SUNIL N MYSORE (also known as Sunil Nagendra Mysore), aged about 43 years, son of late Sri. M. G. Nagendra; Both are residing at NO. 9, 15th Cross Road, 6th Phase, J. P. Nagar, Bangalore - 560078.

hereinafter collectively referred to as the "FIRST PARTY/OWNERS" (which expression wherever it so requires or admits, shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns) OF THE FIRST PART;

AND

M/s. SHRESHTA INFRA PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its registered office at no.10, Vittal Mallya Road, Bangalore - 560 001, represented by its Director Mr. B. M. KARUNESH.

hereinafter referred to as the "SECOND PARTY/DEVELOPERS" (which expression wherever it so requires or admits, shall mean and include all its successors-in-interest and permitted assigns) OF THE SECOND PART.

(The Owners and the Developers are hereinafter collectively referred to as the "Parties" and individually as a "Party")

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2	Smt.M.N. Ramola W/o Late.Sri.M.G. Nagendra . (ಬರೆಮಿಕೊಡುವವರು)			m·n. Ramola

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WHEREAS

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- Sri. M. G. Nagendra (husband of first member of the First Party and 1. father of second member of the First Party) during his life time as the First Party and the members of the First Party herein intended to jointly develop with the Second Party herein, his property, described in Schedule 'B' herein ("Schedule-B Property"), which forms a part of a larger property described in Schedule 'A' herein ("Schedule-A Property"), by retaining the balance portion of the larger property, described in Schedule 'C' herein. The aforesaid understanding with the Second Party was captured in the joint development agreement dated 02/06/2012 ("JDA") registered as Document No.1155/2012-13 in Book-I and stored in C.D.No.VRTD154, in the Office of the Senior Sub-Registrar, Shivajinagar (Varthur), Bangalore and the said Sri. M. G. Nagendra and the members of the First Party simultaneously executed a General Power of Attorney of even date registered as Document No.41/2012-13 in Book-IV and stored in C.D.No.VRTD154, in the Office of the Senior Sub-Registrar, Shivajinagar (Varthur) Bangalore ("PoA"), empowering the Second Party herein, subject to fulfilment of certain conditions, to develop the Schedule-B Property into residential development consisting of residential villas and other related infrastructure by securing all the approvals and also authorizing the Second Party to sell or otherwise dispose of the Developer's Share of land and residential villas falling within the Developer's Share subject to and in accordance with the terms of the JDA.
 - In terms of the JDA and the PoA, (hereinafter collectively referred to as 2 the "Principal Documents"), the parties therein in which the members

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of the First Party are also parties have agreed to share the land and residential villas in the ratio of 30% for Sri. M. G. Nagendra and the First Party, i.e. Owner's Share and remaining 70% for the share of the Second Party, i.e. Developer's Share.

- The aforesaid Sri. M. G. Nagendra left for heavenly abode on 3. 12/07/2016 testate by bequeathing his share of entitlement under the JDA in the following manner:
 - 2/3rd of his share in favour of his wife Smt. M.N. Ramola, first member of the Owner / First Party herein; and
 - 1/3st of his share in favour of his son Sri. Sunil N Mysore, second (ii) member of the Owner / First Party herein.

in terms of his last will &testament dated 25/08/2014 registered as Document No.550/2015-16 in Book-III and stored in C.D.No.JAYD246, in the Office of the Senior Sub-Registrar, Jayanagar, Bangalore and consequent to death of Sri. M. G. Nagendra, the members of the First Party have succeeded to Schedule-A Property including the Schedule-B Property which is to be jointly developed in terms of the Principal Documents. No development has occurred on the Schedule-B Property as on the date of execution hereof nor was the possession handed over to the Second Party.

Further, subsequent to execution of the JDA, there was a resurvey done 4. in respect of the lands in Sy. Nos. 64/1 and 64/2 of Kodathi Village and by an Order passed by The Assistant Commissioner, Bangalore North Division in RRT (BE)CR 91/2015-16, the areas/extent of land available in Sy.Nos.64/1 and 64/2 of Kodathi Village were phodied (bifurcated) and the lands available in aforesaid survey numbers were

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Kept Pending for Application timeout

Designed and Developed by C-DAC, ACTS, Pune

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modified/redrawn in as much as the land extents owned by Sri. M. G. Nagendra in Sy.No.64/1 is shown to be presently measuring 7 Acres 03 Guntas and Sy.No.64/2 is shown to be measuring 3 Acres 31 Guntas, totaling 10 Acres 34 Guntas. The members of the First Party represent that the total land extents owned by late Sri. M. G. Nagendra in Sy.Nos.64/1 and 64/2 totaling10 Acres 34 Guntas remain the same even after resurvey of the lands in the aforesaid survey numbers. Since the said resurvey was done during the lifetime of Sri. M. G. Nagendra, his name continued in the revenue records as per MR No. H45/15-16.

- 5. The members of the First Party have also applied afresh before the Hon'ble Court of the Joint Director of Land Records at Bangalore for effecting appropriate phodi, in respect of the lands bearing Sy.No.64 and 65 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, of which the lands owned by the members of the First Party in Sy.No.64/1 and 64/2 and Sy.Nos.65/1 and 65/2 of Kodathi Village as detailed in Schedule-B Property forms part thereof.
- 6. In light of the occurrences of the events mentioned in recitals 3, 4 and 5 above, the members of the First Party and the Second Party have renewed their understanding in relation to the development contemplated under the JDA and are accordingly executing this document inter alia to revalidate the understanding relating to the aforesaid joint development and to authorise the Second Party to enter into and develop the Schedule-B Property. Accordingly, the Parties are executing this Deed of Confirmation.

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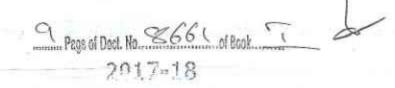
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NOW THIS DEED OF CONFIRMATION WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

- 1.1. Capitalised words used but not specifically defined herein shall have the meanings ascribed to them under the Principal Documents. The recitals and schedules of this Deed of Confirmation shall form an integral part of this Deed of Confirmation.
- 1.2. The terms and conditions recorded in this Deed of Confirmation shall be read and interpreted in conjunction with those of the Principal Documents.
- 1.3. Except as stated (as applicable) in this Deed of Confirmation, all other terms and conditions of the Principal Documents shall have full force and shall be enforceable between the parties thereto for the entire duration contemplated therein respectively.

2. EFFECTIVE DATE

2.1. This Deed of Confirmation shall become effective and revise (as applicable) the terms of the Principal Documents on and from the date of its execution and shall be co-terminus with the Principal Documents.

3. AGREED UNDERSTANDING

3.1. This Deed of Confirmation shall be read in conjunction with the Principal Documents and all other agreements entered into between Sri. M. G. Nagendra, the members of the First Party and the Second Party, relating to the Schedule-B Property.

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Application Open Hence ordered for Registration

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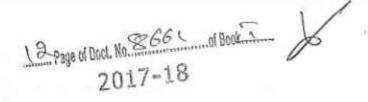
ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಚನಗರ (ಇಂದಿರಾನಗರ)

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- 3.2. The members of the First Party have brought to the notice of the Second Party that the lands owned by Sri. M. G. Nagendra in Sy.No.64/1 measuring 8 Acres 21 Guntas and Sy.No.64/2 measuring 2 Acres 13 Guntas, totally measuring 10 Acres 34 Guntas, were resurveyed during the life time of Sri. M. G. Nagendra and The Assistant Commissioner, Bangalore North Division by his Order bearing No.RRT(BE)CR 91/2015-16, has revised the extent of lands available in the aforesaid Sy.Nos.64/1 and 64/2 in as much as the land extents owned by Sri. M. G. Nagendra in Sy.No.64/1 is shown to be measuring 7 Acres 03 Guntas and Sy.No.64/2 is shown to be measuring 3 Acres 31 Guntas, totally measuring 10 Acres 34 Guntas and accordingly the revenue records were modified in the name Sri. M. G. Nagendra showing the aforesaid revised extents as per MR H45/2015-16.
- 3.3. The members of the First Party declare and confirm that the said Sri. M. G. Nagendra was the absolute owner of the larger property detailed in Schedule-A Property, of which the property described in Schedule-B herein is a part thereof and also confirm that Sri. M. G. Nagendra and members of First Party had executed the JDA and PoA, subject to the fulfillment of certain conditions and in terms contained therein and the members of the First Party declare unequivocally that the First Party will be bound by the terms of the Principal Documents as per the terms thereof and this Deed of Confirmation, including in accordance with the terms hereof.
- 3.4. Subject to the terms stated herein, the Parties agree to comply with and perform the obligations contained in the Principal Documents, which were executed by them and the said late Sri. M. G. Nagendra. The members of the First Party agree to co-operate with the Second Party in successful

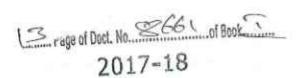
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completion of the development and sale of the Schedule-B Property, subject to and in accordance with the terms stated in the Principal Documents and this Deed of Confirmation. Further, the term Owners/First Party as used in the JDA shall mean the First Party herein, and the term Owners as used in the PoA shall mean the First Party herein.

- 3.5. The members of the First Party and the Second Party agree that the Second Party is entitled to hereinafter exercise the powers conferred upon them under the PoA executed by Sri. M. G. Nagendra and members of First Party for the purpose of development and sale of the property in the Schedule-B Property subject to and in accordance with the terms of the Principal Documents, since the aforesaid conditions have been fulfilled.
- 3.6. The Second Party agrees to deliver to the First Party in terms of the JDA (including Clause 13.2 of the JDA), the share of each of the members of the First Party, the residential villas and other related infrastructure which will be earmarked for their share(i.e. being the Owner's Share) and, the Second Party is entitled to receive the amounts which are agreed to be paid in terms of the JDA and related documents by the First Party including in the form of deposits for permanent connections of electricity, water and sanitary connections, cost of providing infrastructure for holding the same, GST and other applicable taxes and any other amounts agreed to be paid by the First Party and Sri. M. G. Nagendra under the JDA.
- 3.7. The members of the First Party are fully aware of the fact that Sri. M. G. Nagendra during his life time had received Rs. 3,00,00,000/- (Rupees Three Crores Only) by way of interest free refundable deposit under the Principal Documents. The members of the First Party agree and bind themselves to refund the said amounts at the time of receiving their share of residential

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villas and agree to refund the said sum upon receiving the possession of residential villas and other related infrastructure constructed over the Owner's Share/Owner's Area in accordance with the terms of the JDA.

- 3.8. In terms of the changes in the Schedule-B Property based on the facts stated in Recital 4 and Recital 5 above, the Parties hereto have agreed to revise the time-lines stipulated in Clause 10 of the JDA, for securing the plan sanction, commencement and completion of the proposed development in the Schedule-B Property, with effect from the date of execution of this Deed of Confirmation. Accordingly, Clause 10 of the JDA shall be henceforth read as follows:
 - "10.1 The Second Party herein shall within 10 (Ten) months from December 22, 2017, procure the necessary plan sanction/s for development and construction of residential villas in the Schedule-B Property along with the approved development plan/building plan for the development of the entire Schedule-B Property. Further, if the Second Party is unable to obtain necessary development plan/sanctioned plan/s within the aforesaid 10 (Ten) months period, in such an event this Agreement shall stand terminated upon written notice from the First Party to the Second Party in this regard and possession of the Schedule-B Property shall be reverted back to the First Party and also the consequences of termination as stipulated in Clause 21.3 below shall be applicable.
 - 10.2 The Second Party/Developer herein within 1 (one) month from the date of obtaining of necessary building plan sanction/s and approved sanctioned plan/s as per clause 10.1 above and obtaining the necessary initial registrations as per the Real Estate (Regulation and Development) Act, 2016 and rules framed thereunder (collectively called the "RERA"), shall

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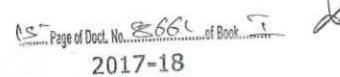


commence the development/construction of residential villas project in the Schedule-B Property.

- 10.3 The Second Party herein hereby agrees to deliver possession of the Owner's Area pursuant to this Agreement including the plot area/developed site/s/ divided/undivided share and villas to be constructed thereon, and complete the entire proposed development on the Schedule-B Property as per the terms hereof, within 36 (thirty six) months from December 22, 2017.
- 10.4 In the event of any delay in delivery of the Owner's Area, as per Clause 10.3 above, the Second Party herein is entitled for extension of 6 (six) months as grace period for the delivery of the Owner's Area and completion of the entire development on the Schedule-B Property as per the terms hereof.
- Area and complete the entire development of the Schedule-B Property as per Clauses 10.3 and 10.4 above, the Developer shall be liable to pay to the Owner/First Party an amount of Rs.4/- (Rupees FourOnly) per sq.ft. of the total built up area comprised in the Owner's Area per month for the first 6 (six) months, and if the delay continues beyond the aforesaid period of first 6 (six) months, the Second Party/Developer herein shall pay an amount of Rs. 8/- per sq. ft. of the total built up area comprised in the Owner's Area per month for the next 6 (six) months delay after the initial period of 6 (six) months. The Second Party is not liable for delay caused in handing over possession due to natural calamities and acts which are beyond the reasonable control of the Developer and in

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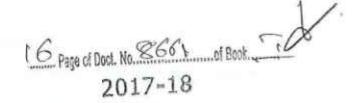
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such an event, the Developer herein shall be entitled for the extension of corresponding time for delivery of the Owner's Area.

- 10.6 If the Second Party herein fails to complete the development and construction of Owner's Share/Owner's Area and the entire development on the Schedule-B Property as per Clauses 10.3, 10.4 and 10.5 above (i.e. after the elapse of 64 (sixty four) months from December 22, 2017), the Schedule-B Property (along with all buildings and structures thereon) shall, subject to the terms of the RERA, be handed over by the Second Party to any third party contractor appointed by the First Party to complete the development and construction of the entire Schedule-B Property and all costs and expenses of development and construction to be so incurred shall be paid and borne by the Second Party herein. Further, the Second Party shall execute all documents and take all actions as may be required by the First Party for the aforesaid purpose.
- 3.9. Clause 11.3 shall be henceforth read as follows and the existing clause 11.3 of the JDA shall be re-numbered as Clause 11.4:
 - "11.3 The Second Party hereby agrees to ensure compliance with the provisions of the RERA in relation to the joint development contemplated herein. Further, the Second Party shall keep the First Party, their respective agents, nominees and assigns fully indemnified against any loss or liability, suit/s, action/s, claim/s, demand/s, damage/s, cost/s or expense/s (including costs of legal fees) that may arise against the First Party and their respective agents, nominees and assigns as a result of any non-compliance with the provisions of/requirements under RERA. Further, the First Party will ensure compliance with the terms of the RERA, in relation to the sale of villas constructed in the Owners Area."

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3.10. Clause 15.5 (m) of the JDA shall be henceforth read as follows:

"m. To receive consideration for sale/transfer/conveyance as also advances, part payments and balance payments with regard to the sale, conveyance, and transfer in respect of the property or portions/ shares therein as per the Scheme and this Agreement and issue receipts/ acknowledgement in respect of the Developer's Area. For the purpose of understanding, it is clarified that any consideration received or to be received towards sale/transfer/conveyance as also advances, part payments and balance payments with regard to the sale, conveyance, and transfer in respect of the property or portions/ shares therein as per the Scheme and this Agreement and receipts issued/acknowledgement provided shall be in accordance and in compliance with the RERA."

Clause 21.3 of the JDA shall be henceforth read as follows in its entirety:

"21.3 In the event that this Agreement is terminated for (i) the reasons stated in Clause 10.1 i.e. the Second Party/Developer herein not having, within 10 (ten) months from December 22, 2017, procured the necessary plan sanction/s for development and construction of residential villas in the Schedule-B Property along with the approved development plan for the development of the entire Schedule-B Property or (ii) in terms of Clause 20.1 of this Agreement, the Developer agrees that it shall, within 30 days from the date of issue of the notice terminating this Agreement or the Parties agreeing to terminate this Agreement (if applicable), as the case may be, (a) execute and register a release deed in respect of this Agreement, (b) hand over the Title Deeds to the Owner/Confirming Party and (c) procure the release of any encumbrance created by the Developer

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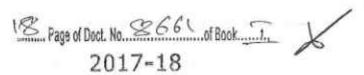
on the Schedule-B Property. Further, upon such termination, (A) the power of attorney executed in favour of the Developer as per the terms hereof shall stand revoked/terminated and (B) the Owner shall refund to the Developer the entire amount paid as security deposit as per the terms hereof."

- The Parties are fully bound by each of the terms and conditions in terms of the Principal Documents (i.e. JDA and PoA). The PoA was executed for consideration and coupled with interest and it is irrevocable, irrespective of departure of any one or more of the executants therein and even otherwise the members of First Party declare that the said PoA will continue to be in force and subsisting notwithstanding the fact the demise of Sri. M. G. Nagendra. If any new power of attorney is required be executed for the purpose of the JDA, the First Party upon receiving a valid request from the Second Party shall provide the Second Party with the newly executed PoA.
- The members of the First Party reiterate that in view of revision in the 3.13. areas of lands in Sy.Nos.64/1 and 64/2, First Party continue to exercise the powers accordingly under the PoA and the said revision in the areas does not affect the PoA since the total extent of the land remains the same and the same is acknowledged and agreed to by the Second Party.
- The members of the First Party have applied afresh before the Hon'ble Court of the Joint Director of Land Records at Bangalore for effecting proper phodi, in respect of the lands bearing Sy.No.64 and 65 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, of which the lands owned by the members of the First Party in Sy.No.64/1 and 64/2 and Sy.Nos.65/1 and 65/2 of Kodathi Village as detailed in Schedule-B

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Property forms part thereof. The First Party confirms and declares that in the event of any new survey numbers being assigned in respect of the aforesaid lands, the Principal Documents and this Deed of Confirmation related Parties all other executed by the documents/deeds/agreements entered into between the Parties shall be deemed to have been executed in respect of new survey numbers (if any) to be assigned, it being clarified that the total extent of land being jointly developed shall continue to remain as 20 Acres 35 1/2 Guntas.

4. MISCELLANEOUS

- This Deed of Confirmation read with the Principal Documents and any 4.1. other related agreements/documents executed by the Parties, is the entire agreement between the Parties with respect to the construction of residential villas and other related infrastructure on the Schedule-B Property. This Deed of Confirmation may be amended only by an agreement in writing, signed by the Parties hereto.
- The stamp duty and the registration fees for the (i) registration of this 4.2. Deed of Confirmation and (ii) any other documents relating hereto or the Principal Documents, shall be borne solely by the Second Party herein.
- This Deed of Confirmation is prepared in duplicate. The original of this 4.3. Deed of Confirmation shall be with the Second Party and duplicate thereof with members of the First Party.
- Clause 22 (Governing Law and Dispute Resolution) of the JDA shall be 4.4. applicable in relation to this Deed of Confirmation.

For SHRESHTA INFRAPROJECTS PVT. LTO.

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Page of Doct. No. 266 (of Book) 2017-18

SCHEDULE `A' PROPERTY (LARGER PROPERTY)

All that piece and parcel of the undeveloped converted Properties bearing portion of Sy.No.64/1 admeasuring 7 Acres 03 Guntas (earlier measuring 8 Acres 21 Guntas), portion of Sy.No.64/2 admeasuring 3 Acres 31 Guntas (earlier measuring 2 Acres 13 Guntas), Sy.No.65/1 admeasuring 15 Guntas, Sy.No.65/2 admeasuring 8 Acres 1 1/2 Guntas, Sy.No.68/1 admeasuring 8 Acres 6 Guntas and Sy.No.68/2 admeasuring 1 Acre, totally measuring to an extent of 28 Acres 16 1/2 Guntas, all situated at Kodathi Village, Varthur Hobli, Bangalore East Taluk (formerly Bangalore South Taluk) and bounded by:

East

Land belonging to Government Sericulture Department;

West

Land belonging to Sri. M. G. Dattathreya;

North

Road;

South

Gattahalli Village Boundary.

SCHEDULE 'B' PROPERTY (OFFERED FOR JOINT DEVELOPMENT)

All that piece and parcel of the undeveloped converted Properties bearing portion of Sy.No.64/1 admeasuring 7 Acres 03 Guntas (earlier measuring 8 Acres 21 Guntas), portion of Sy.No.64/2 admeasuring 3 Acres 31 Guntas (earlier measuring 2 Acres 13 Guntas), Sy.No.65/1 admeasuring 15 Guntas, Sy.No.65/2 admeasuring 8 Acres 1 1/2 Guntas, Sy.No.68/1 admeasuring 25 Guntas and Sy.No.68/2 admeasuring 1 Acre, totally measuring to an extent of 20 Acres 35 1/2 Guntas, all situated at Kodathi Village, Varthur Hobli, Bangalore East Taluk (formerly Bangalore South Taluk) and bounded by:

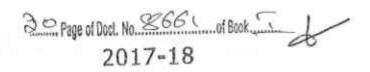
East

Land belonging to Government Sericulture Department and

Property described in Schedule 'C' hereunder;

m.W.Rarapla

For SHRESHTA INFRA PROJECTS PVT. LTD.



Land belonging to Sri. M. G. Dattathreya;

North

Road;

Gattahalli Village Boundary.

SCHEDULE 'C' PROPERTY (RETAINED BY MEMBERS OF FIRST PARTY)

All that piece and parcel of the undeveloped converted Land bearing Sy.No.68/1 admeasuring 7 Acres 21 Guntas, situated at Kodathi Village, Varthur Hobli, Bangalore East Taluk (formerly Bangalore South Taluk), carved out of Schedule 'A' Property and bounded by:

East

Land belonging to Government Sericulture Department;

West

Portion of Sy.No.68/1 and described in Schedule 'B' above;

North

Road;

: Land bearing Sy.No.68/2.

M.N. Ramola

For SHRESHTA INFRAPROJECTS PVT. LTD.

DIRECTOR

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS DEED OF CONFIRMATION ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

(SHASHEKUMAR) NO.10.VM.Road Bargalose-560001

1) Min' Ramok (M. N. RAMOLA),

2)

(SUNILNMYSORE), (also known as SUNIL NAGENDRA MYSORE)

FIRST PARTY/OWNERS

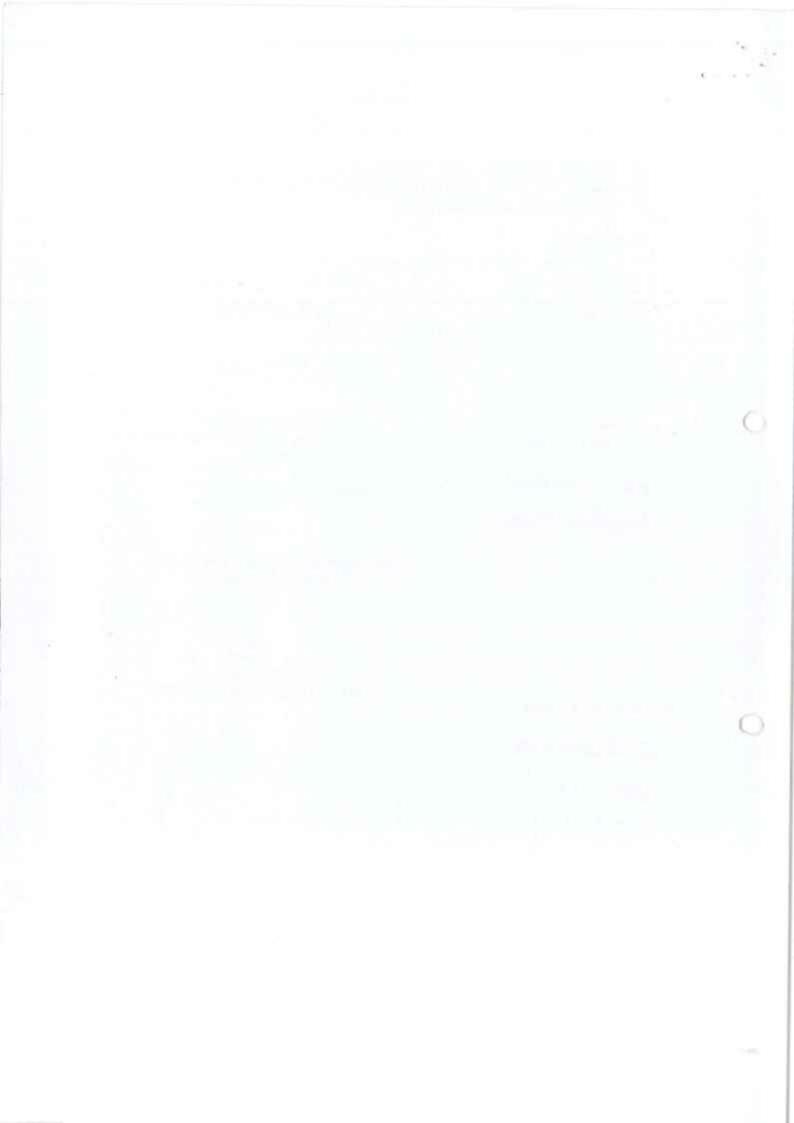
for M/s. SHRESHTA INFRA PROJECTS PRIVATE LIMITED,

SECOND PARTY/DEVELOPERS

DRAFTED. By.

S. Sumitoa.

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BNG(U)-BLR(S)/107 (12004-05)

PARTITION DEED

This deed of partition is executed on this the IS day of April 2004 at Bangalore By and Between:

M G Dattathreya S/o Late Sri Gopala Setty R/at No 69 Mountain Road 1st block.

East Jayanagar Bangalore 11 here in after referred to as the first party which term shall mean and include his legal heirs, executors, administrators, assignees, successors in interest, of the one part

And

Sri M G Nagendra S/o Late Gopala Setty R/at No 9 ,15th Cross 6th Phase J.P. Nagar Bangalore 78 here in after referred to as the second party which term shall mean and include his legal heirs, executors, administrators, assignees, successors in interest of the other part

WITNESSETH AS FOLLOWS:

WHEREAS

The FIRST PARTY and The SECOND PARTY are Brothers. The FIRST PARTY and The SECOND PARTY together acquired as equal colourers, the property bearing khatha No MR 25 to 27 in S No 65 Measuring about 27 acres 05 Guntas and property in S.No. 64 measuring 2 acres 36 guntas both in Kodathi Village Varthur Hobii. Bangalore South Taluk which properties are adjacent to each other and hence together described more fully in the A schedule and herein after for the sake of convenience referred to as schedule A property. The same are acquired under a registered sale deed dated 27-04-1983 registered as document No 752 of 1983-84 in volume 1968 of book No 2 at pages 38-43 at the office of the sub registeral Bangalore south taluk executed by its previous owner Mrs Prema Taylor. The extent of Sy. No. 64 purchased under the above sale deed has, after the entire Sy. No. 64 underwent phoding has been assigned the no. Sy. No. 64/2

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Consequent to such acquisitions the FIRST PARTY and the SECOND PARTY have got the khathas of the said properties made out in their joint names and have been joint and undivided possession of the said properties.

The FIRST PARTY and SECOND PARTY also together acquired as equal co owners, ploperty bearing S No 68 dry land measuring 16 acres 37 guntas (including 25 guntas of kharab land) of Kodathi Village, Varthur Hobli Bangalore South Taluk .The same is apquired under a sale deed dated 19-07-1953 registered as document No 2750 of 1983-84 in the office of the sub registrar Bangalore south taluk executed by its previous owner Mrs Gita Martin Nee Gita Bhuttacharji, Consequent to such acquisitions The FIRST PARTY and the SECOND PARTY have got the khathas of the said properties made out in their joint names and have been joint and undivided possession of the said properties.

The FIRST PARTY and SECOND PARTY also together acquired as equal co owners, the property bearing S No 64 dry land measuring 9 acres 2 guntas and the property bearing Sy. No. 88, dry land, measuring 2 acres, both situated in Kodathi Village, Varthur Hobli Barigalore South. They have been acquired from its previous owner Mrs Seeta mukherji under a registered sale deed dated 19-07-1983 registered as document No 2751 of 1983-84 in volume 3010 of book 2 at pages 8 to 16 in the office of the sub registrar, Bangalore South taluk. Consequent to such acquisitions The FIRST PARTY and The SECOND PARTY have got the khathas of the said properties made out in their joint names and have been joint and undivided possession of the said properties.

All the above mentioned properties are acquired by the First and Second parties out of their own individual incomes and are their self acquisitions. All the above properties at the time of acquisition by the First and Second parties came with in the jurisdiction of Bangalore South taluk but now are located with in the jurisdiction of Bangalore East taluk

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All the above properties together form one compact block.

The First and the Second parties having been co owners and having equal undivided interest in all the above properties decided that it was no longer convenient to continue to have an undivided interest and felt that it would be in their best interest to demarcate their share by metes and bounds

The First and Second parties at the instance of well wishers have agreed upon the demarcation of all the above properties and while so agreeing have taken into account all factors such as location of all the properties, value, accessibility to roads, number of trees, location of any sheds or other structures, location of bore-wells, location of electricity transmission lines and constraints posed by it for development of land underneath, that it may not be practical or feasible to divide the lands acquired under each sale deed into two equal portions, that it would be practical to consider the lands acquired under all the sale deed as one block and then divide it into two portions, etc.

After having so agreed on demarcation, the parties have also agreed to have a separate partition deed for the division of the lands acquired under each sale deed.

The First and Second parties having agreed upon the terms and conditions now wish to record the same in writing

NOW THEREFORE, THIS DEED OF PARTITION IS ENTERED INTO AND THE SAME FURTHER WITNESSTH AS FOLLOWS

1. This partition deed deals with the partition of the tands acquired by the parties under the registered sale deed dated 27-04-1983 registered as document No 752 of 1983-84 in volume 1968 of book No 2 at pages 36-43 at the office of the sub registrar Bangalore south taluk executed by its Mrs Prema Taylor, namely properties bearing No. Sy. No. 65 measuring about 27 acres 05 guntas and Sy. No. 64(Sy.No. 64/2 after phoding) measuring 2 acres 36 guntas both aituated in Kodathi viliage, Varthur Hobli, Bangalore South Talux, morefully described in the A schedule hereunder and hereinafter referred to as the A Schedule property.

A schedule property.

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2. The parties agree that the A schedule properties are hereby divided into two portions. The portion shown in the B schedule hereunder and hereinafter referred to as the B schedule property and demarcated in the red* colour in Sketch No. 1 annexed to this deed is agreed to be the share of the first party and the portion shown in the C schedule and hereinafter referred to as the C schedule property and demarcated in the blue*colour in the said sketch is agreed to be the share of the second party. The extent of Kharab land which comes within each person's share is also indicated within the 8 and C schedules and the extent falling to each person's share includes the kharab land coming within the are demarcated as falling to each person. Though portions allotted may not be equal in extent, parties record full satisfaction of their respective entitlements to a share in the A schedule property by the above mode of division as equalization has been achieved by taking into account mode of division of all the properties acquired under the sale deeds referred to in the preamble (which is shown in sketch no. 2) as well as taking into account factors mentioned in the preamble.

The sketch no. 2 shows the demarcation of the shares of the first and second party including the areas demarcated under this partition deed in the entire compact block of land in Sy. No.s 64,65 and 68 of Kodathi village, Verthur Hobii which had been acquired by them under the registered sale deeds referred to in the preamble to this deed,

- 3. The First Party has this day taken exclusive possession of the B schedule property and shall be the absolute owner thereof. The SECOND PARTY has this day taken exclusive possession of the C schedule property and shall be the absolute owner thereof
- 4 The FIRST PARTY and the SECOND PARTY shall be entitled to be in possession of and to enjoy and to transact with their respective shares in such manner as they think fit. They shall be entitled to get the khatha and other land and statutory records in respect of their respective share in to their respective names
- 5 The FIRST PARTY and SECOND PARTY are also agreed that no right of way or right to flow of water or discharge of water is reserved or made available for their respective shares over the shares of the other party

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directed alested ಸೋರಣೆ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

मुंद्रीकार मंत्रु

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The FIRST PARTY and SECOND PARTY have also agreed that all trees, plants, structures, water sources found or located in their respective shares shall belong to them respectively

The FIRST PARTY and SECOND PARTY are also agreed that in the event of there being any discrepancy between the sketch and the measurements set out in the schedule B and C the measurements shall be given preference over the sketch.

SCHEDULE A PROPERTY

All that property being dry land measuring 27 acres 05 guntas in S No 65 of Kodathi village Varthur Hobli Bangalore East Taluk (formerly Bangalore South Taluk) in khatha No MR 25 to 27 and property bearing Sy. No.84/2 (Sy. No. 64 prior to phoding) measuring 2 acres 36 guntas of Kodathi village Varthur Hobli Bangalore East Taluk (formerly Bangalore South Taluk) together bounded on the :

East: Sy. No. 84/1 and private property of gattahalii village and boundary

West: Chikkanayakanahalli village boundary

North: Land belonging to the family of Late K.V. Krishnaiah Setty

South: Galtihalli village boundary

SCHEDULE B PROPERTY of M G Dattathroya

All that portion of the property bearing Sy. No. 65 of Kodathi village, Varthur Hobli, Bangalore East taluk measuring 18 acres 28 guntas including 2 guntas kharab and bounded on the

East: MG Dattathreya's portion in Sy. No. 64/2, M.G. Nagendra's portion in Sy. No. 64/2 and MG Nagendra's portion in Sy. No. 65

West: Land belonging to A. Menzes, Reddy and Chikkanayakanahalli village boundary.

North: Land belonging to the family of Late K.V. Krighnalah Setty.

South: Gat ahalli village and taluk boundary.

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All that portion of the property bearing Sy. No. 64/2 (Sy. No. 64 prior to phoding) of Kodethi village, Varthur Hobli, Bangalore East taluk measuring 23 guntas including nil guntas kharab and bounded on the

East: MG Dattathreya's portion in Sy. No. 64/1

West: MG Dattathreya's portion in Sy. No.65

North: Land belonging to the family of Late K.V. Krishnaiah Setty

South: MG Negendra's portion in Sy. No. 64/2

ALLOTTED TO

SCHEDULE C PROPERTY & M G Nagendra

All that portion of the property bearing Sy. No. 65 of Kodathi village, Varthur Hobil, Bangalore East taluk measuring Bacres 17 guntas including 2 guntas kharab and bounded on the

East: Private land of gattahalli village and taluk boundary and Nagendra's portion in Sy. No. 64/2.

West: MG Dattathreya's portion in Sy. No. 65

North: MG Nagendra's protion in Sy. No. 64/1, Land of Govt. Sericulture department in Sy. No. 64 and MG Dattethreya's portion in Sy. No. 65

South: Gattahalli village and taluk boundary.

All that portion of the property bearing Sy. No. 64/2 (Sy. No. 64 prior to phoding) of Kodathi village, Varthur Hobli, Bangafore East taluk measuring 2 acres 13 guntas including nil guntas kharab and bounded on the

East: MG Nagendra's portion in Sy. No. 64/1

West: Portions belonging to MG Nagendra and MG Dattathraya in Sy. No. 65

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North: MS Dattathreya's portion in Sy. No. 84/2 South: MG Nagendra's portion in Sy. No. 65 In witness whereof the parties have affixed their signatures to this deed on the date and place first above mentioned in the presence of the following witnesses SECOND PARTY NO. 70, 10 antighted Bangalow-1

(2)

Name: Address:

WITNESSES

(1) Name: Address:

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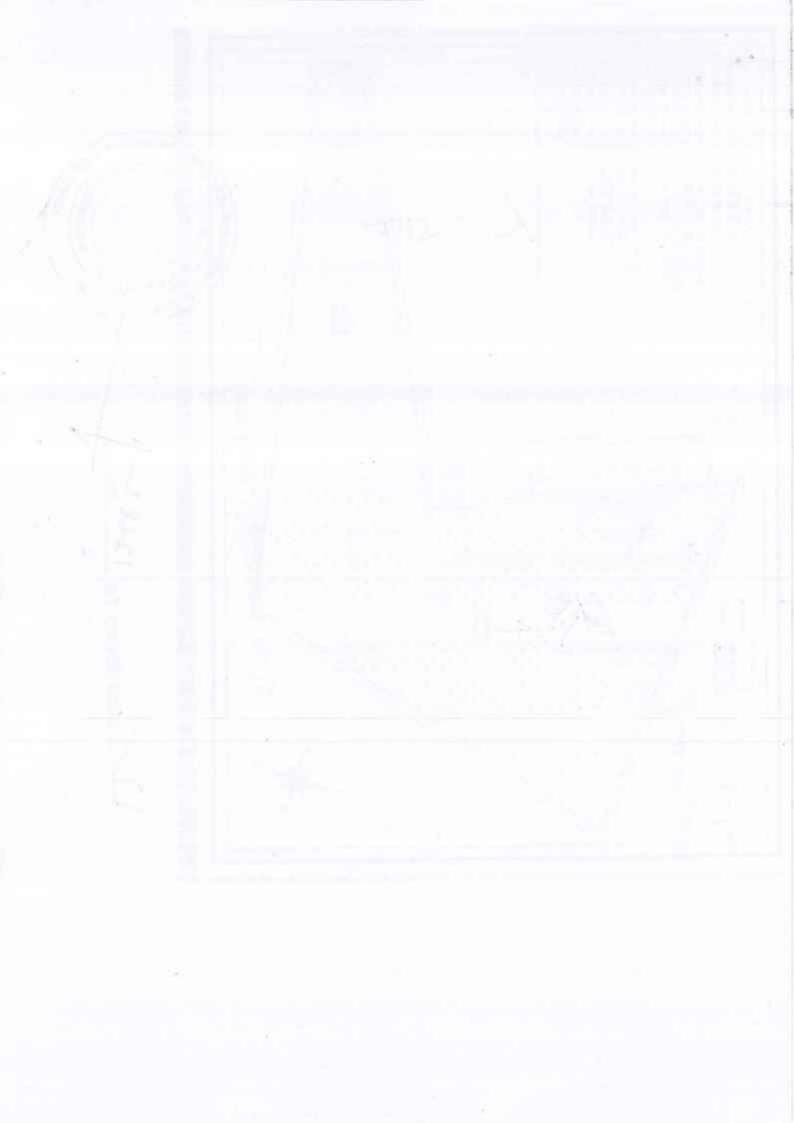
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PARTITION DEED

This deed of partition is executed on this the day of March 2004 at Bengaiore By and Between:

M G Dattathreya S/o Late Sri Gopala Setty R/at No 69 Mountain Road 1st block East Jayanagar Bangalore 11 here in after referred to as the first party which term shart mean and include his legal heirs, executors, administrators, assignees, successors in interest, of the one part

And

Sn M G Nagendra S/o Late Gopala Setty R/at No 9,15th Cross 6th Phase J.P. Nagar Bangalore 78 here in after referred to as the second party which term shall mean and include his legal heirs, executors, administrators, assignees, successors in interest of the other part

WITNESSETH AS FOLLOWS:

WHEREA\$

The FIRST PARTY and The SECOND PARTY are Brothers. The FIRST PARTY and The SECOND PARTY together acquired as equal colourers, property bearing S No 64 dry land measuring 9 acres 2 guntas and the property bearing Sy. No. 68, dry land, measuring 2 acres, which are adjacent to each other and hence together morefully described in the A schedule hereunder and hereinafter referred to as the A schedule property. They have been acquired from its previous owner Mrs Seeta Mukherji under a registered sale deed dated 19-07-1983 registered as document No 2751 of 1983-84 in volume 3010 of book 2 at pages 8 to 16 in the office of the sub registrar, Bangalore South talux. The extent of Sy No.64 and Sy No.68 purchased under the above sale deed has, after the entire Sy. Nos. 64 and 68 underwent phoding has been assigned the no.

(n. G. Dattathreys)

(M.G. NAGENDRA)

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Consequent to such acquisitions The FIRST PARTY and The SECOND PARTY have got the lithatha of the said property made out in their joint names and have been joint and undivided possession of the said properties.

The FIRST PARTY and SECOND PARTY also together acquired as equal coowners, the property bearing khatha No MR 25-27 in S No 65 Measuring about 27 acres
05 Guntas and property in S No.64 measuring 2 acres 36 guntas both in Kodathi Village
Varthur Hobii , Bangalore , South Taluk which properties are adjacent to each other. The
same are acquired under a registered sale deed dated 27-04-1983 registered as
document No 752 of 1983-84 in volume 1968 of book No 2 at pages 36-43 at the office
of the sub registrar Bangalore south taluk executed by its previous owner Mrs Prema
Taylor. Consequent to such acquisitions The FIRST PARTY and The SECOND PARTY
have got the khathas of the said properties made out in their joint names and have been
joint and undivided possession of the said properties.

The FIRST PARTY and SECOND PARTY also together acquired as equal co owners, the property bearing S No 68 dry land measuring 16 acres 37 guntas (including 25 guntas of kharab land) of Kodathi Village, Varthur Hobil Bangalore South Taluk both situated in Kodathi Village, Varthur Hobil Bangalore South. The same is acquired under a sale deed dated 19-07-1983 registered as document No 2750 of 1983-84 in the office of the sub registrar Bangalore south taluk executed by its previous owner Mrs Gita Martin Nee Gita Bhuttacharil. Consequent to such acquisitions The FIRST PARTY and The SECOND PARTY have got the khathas of the said properties made out in their joint names and have been joint and undivided possession of the said properties.

All the above mentioned properties are acquired by the First and Second parties out of their own individual incomes and are their self acquisitions. All the above properties at the time of acquisition by the First and Second parties came with in the jurisdiction of Bangalore South taluk but now are located with in the jurisdiction of Bangalore East faluk.

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All the above properties together form one compact block.

The First and the Second parties having been co owners and having equal undivided interest in all the above properties decided that it was no longer convenient to continue to have an undivided interest and felt that it would be in their best interest to demarcate their share by mates and bounds

The First and Second parties at the instance of well wishers have agreed upon the glemarcation of all the above properties and while so agreeing have taken into account all factors such as location of all the properties, value, accessibility to roads, number of trees, location of any sheds or other structures, location of borewells, location of electricity transmission lines and constraints posed by it for development of land underneath, that it may not be practical or feasible to divide the lands acquired under each sale deed into two equal portions, that it would be practical to consider the lands acquired under all the sale deed as one block and then divide it into two portions, etc.

After having so agreed on demarcation, the parties have also agreed to have a separate partition deed for the division of the lands acquired under each sale deed.

The First and Second parties having agreed upon the terms and conditions now wish to record the same in writing

NOW THEREFORE, THIS DEED OF PARTITION IS ENTERED INTO AND THE SAME FURTHER WITNESSTH AS FOLLOWS

1. This partition deed deals with the partition of the lands acquired by the parties under the registered sale deed dated 19-07-1983 registered as document No 2751 of 1983-84 in volume 3010 of book 2 at pages 8 to 16 in the office of the sub registrar, Bangalore South taluk, executed by its previous owner Mrs Seeta Mukherji, namely, property bearing S No 68 (now S.No. 68/2 after phoding) dry land measuring 2 acres and property bearing Sy. No. 64 (now Sy. No. 64/1 after phoding) measuring 9acres and 2 guntas of Kodathi Village, Varthur Hobil Bangalore South Taluk, which together are morefully described in the A schedule hereunder and hereinafter referred to as the A Schedule property.

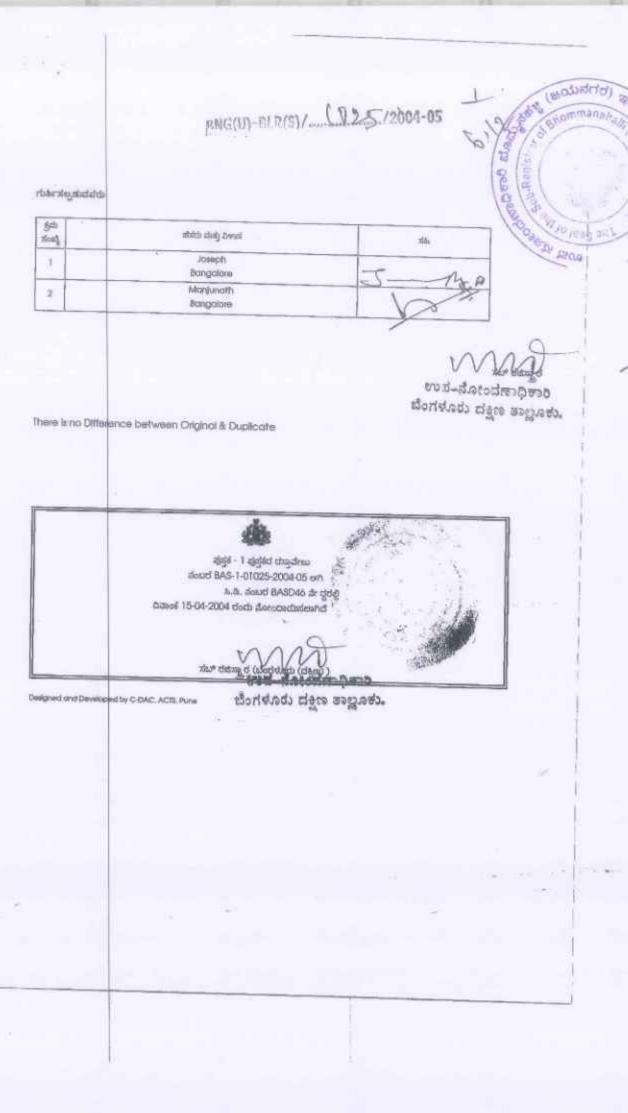
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2. The perties agree that the A schedule property is hereby divided into two portions. The portion shown in the B schedule hereunder and hereinafter referred to as the B schedule property and demarcated in the red* colour in Sketch No. 1 annexed to this deed is agreed to be the share of the first party and the portion shown in the C schedule and hereinafter referred to as the C schedule property and demarcated in the blue*colour in the said sketch is agreed to be the share of the second party. Though portions allotted may not be equal in extent, parties record full satisfaction of their respective entitlements to a share in the A schedule property by the above mode of division as equalization has been achieved by taking into account mode of division of all the properties acquired under the sale deeds referred to in the preamble (which is shown in sketch no. 2) as well as taking into account factors mentioned in the preamble

The sketch no. 2 shows the demarcation of the shares of the first and second party including the areas demarcated under this partition deed in the entire compact block of land in Sy. No.s 64,65 and 68 of Kodathi village, Varthur Hobli which had been acquired by them under the registered sale deeds referred to in the preamble to this deed,

- 3. The First Party has this day taken exclusive possession of the B schedule property and shall be the absolute owner thereof. The SECOND PARTY has this day taken exclusive possession of the C schedule property and shall be the absolute owner thereof
- 4 The FIRST PARTY and The SECOND PARTY shall be entitled to be in possession of and to enjoy and to transact with their respective shares in such manner as they think fit. They shall be entitled to get the khatha and other land and statutory records in respect of their respective share in to their respective names
- 5 The FIRST PARTY and SECOND PARTY are also agreed that no right of way or right to flow of water or discharge of water is reserved or made available for their respective shares over the shares of the other party.
- 6 The FIRST PARTY and SECOND PARTY have also agreed that all trees, plants, structures, water sources found or located in their respective shares shall belong to them respectively

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7 The FIRST PARTY and SECOND PARTY are also agreed that in the event of there being any discrepancy between the sketch and the measurements set out in the schedule 8 and C the measurements shall be given preference over the sketch.

SCHEDULE A PROPERTY

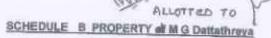
All that property bearing S. No. 64/1 (S. No. 64 prior to phoding) measuring 9 acres and 2 guntas and property bearing S.No. 68/2 (S.No. 68 prior to phoding) measuring 2 acres of Kodathi village, Varthur Hobli, Bangalore East taluk, together bounded on the

East: Land of Government sericulture department in Sy. No. 84

West: Sy . No. 64/2 and property belonging to the family of late Krishnaiah Setty

North: Sy. No. 68/1

South: Sy. No. 65



All that portion of the property bearing Sy. No. 64/1 (Sy. No. 64 prior to phoding) of Kodathi village, Varthur Hobil, Bangalore East taluk measuring 21 guntas and bounded on the

East: MG Nagendra's portion in Sy. No. 64/1

West: MG Dattathreya's portion in Sy. No. 64/2

North: MG Dattathreys's portion in Sy. No. 68/2

South: MG Nagendra's portion in Sy. No. 84/1

All that portion of the property bearing Sy. No. 88/2 (S. No. 68 prior to phoding) of Kodathi village, Varthur Hobli, Bangalore East taluk measuring 1 acre and bounded on the

East: MG Nagendra' portion in Sy. No. 68/2

West: Land belonging to the family of late K V Krishnaiah Setty.

North: MG Dattathreya's portion in Sy. No. 68/1

South: MG Dettathreya's protion in Sy. No. 64/1

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SCHEDULE C PROPERTY # M G Nagandra

All that portion of the property bearing Sy. No. 64/1 (Sy. No. 64 prior to phoding) of Kodathi village, Varthur Hobil, Bangalore East taluk measuring 8 acres 21 guntae and bounded on the

East: Land belonging to the Government sericulture department in Sy. No. 64

West: MG Nagendra's portion in Sy. No. 64/2

North: MG Nagendra's portion in Sy. No 68/2 and MG Dattathreya's portion in Sy. No.

South: MG Nagendra's portion in Sy. No. 65

All that portion of the property bearing Sy. No. 68/2 (Sy. No. 68 prior to phoding) of Kodathi village, Varthur Hobli, Bangaiore East taluk measuring 1 acre and bounded on the

East: Land belonging to the Government sericulture department

West: MG Dattathreya's portion in Sy. No.68/2 North; MG Nagendra's portion in Sy. No. 88/1 South: MG Nagendra's portion in Sy. No. 64/1

In witness whereof the parties have affixed their signatures to this deed on the date and place first above mentioned in the presence of the following witnesses

WITNESSES

(1) Name:

Address: FANUTHAM

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SECOND PARTY

(2)

Name:

Address:

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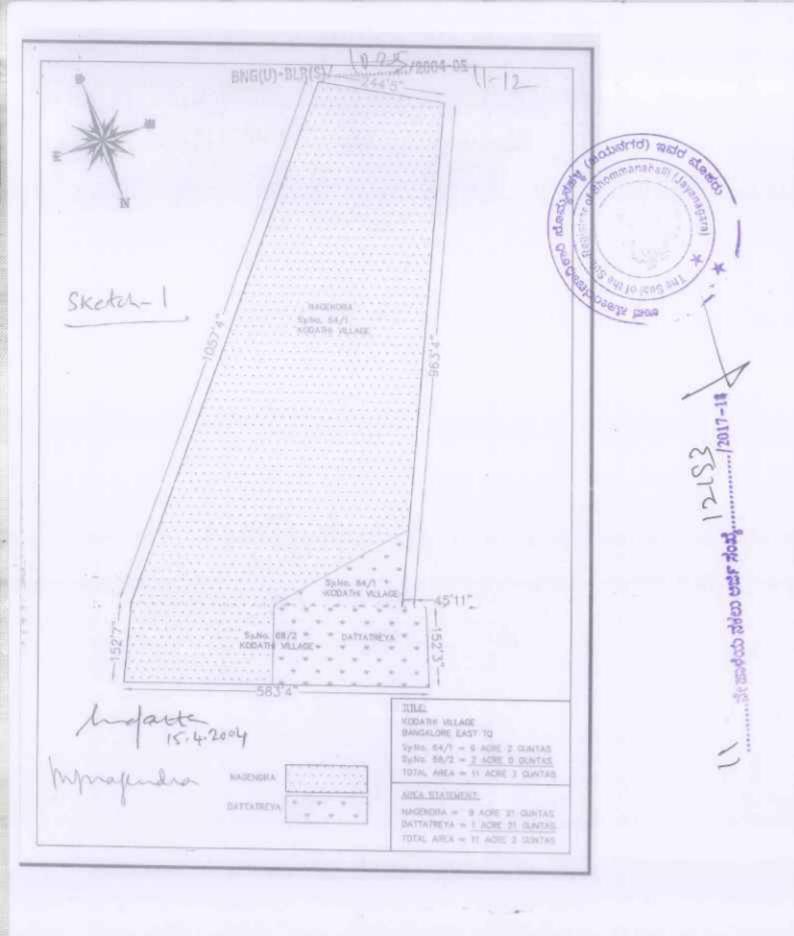
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PARTITION DEED

This deed of partition is executed on this the ¹⁵ day of April 2004 at Bangaiore By and Between:

M G Dattathreya S/c Late Sri Gopala Setty R/at No 69 Mountain Road 1st block. East Jayanagar Bangelore 11 here in after referred to as the first party which term shall mean and include his legal heirs, executors, administrators, assignees, successors in interest, of the one part

And

Sri M G Nagendra S/o Late Gopala Setty R/at No 9 ,15th Cross 6th Phase J.P. Nagar Bangalore 78 here in after referred to as the second party which term shall mean and include his legal heirs, executors, administrators, assignees, successors in interest of the other part

WITNESSETH AS FOLLOWS:

WHEREAS

The FIRST PARTY and the SECOND PARTY are Brothers. The FIRST PARTY and The SECOND PARTY together acquired as equal co owners, property bearing S No 68 dry land measuring 16 acres 37 guntas (including 25 guntas of kharab land) of Kodathi Village, Varthur Hobli Bangalore South Takuk which is morefully described in the A schedule hereunder and hereinafter referred to as the A schedule property. The same is acquired under a sale deed dated 19-07-1983 registered as document No 2750 of 1983-84 in the office of the sub-registrar Bangalore south takuk executed by its previous owner Mrs. Gita Martin Nee Gita Bhuttacharji. The extent of Sy. No. 68 purchased under the above sale deed has, after the entire Sy. No. 68 underwent phoding has been assigned the no. Sy. No. 68/1

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Consequent to such acquisitions The FIRST PARTY and The SECOND PARTY have got the khatha of the said property made out in their joint names and have been joint and undivided possession of the said properties.

The FIRST PARTY and SECOND PARTY also together acquired as equal coowners, the property bearing khatha No MR 25-27 in S No 65 Measuring about 27 acres 05 Guntas and property in S.No. 64 measuring 2 acres 36 guntas, both in Kodathi Village Varthur Hobil , Bangalore , South Taluk which properties are adjacent to each other. The same are acquired under a registered sale deed dated 27-04-1983 registered as document No 752 of 1983-84 in volume 1988 of book No 2 at pages 36-43 at the office of the sub-registrar Bangalore south taluk executed by its previous owner Mrs Prema Taylor. Consequent to such acquisitions The FIRST PARTY and The SECOND PARTY have got the khathas of the said properties made out in their joint names and have been joint and undivided possession of the said properties.

The FIRST PARTY and SECOND PARTY also together soquired as equal co owners, the property bearing S No 64 dry land measuring 9 acres 2 guntas and the property bearing Sy. No. 68, dry land, measuring 2 acres, both situated in Kodathi Village, Valthur Hobii Bangalore South. They have been acquired from its previous owner Mrs Seeta mukherji under a registered sale deed dated 19-07-1983 registered as document No 2751 of 1983-84 in volume 3010 of book 2 at pages 8 to 16 in the office of the sub registrar, Bangalore South taluk. Consequent to such acquisitions The FIRST PARTY and the SECOND PARTY have got the khathas of the said properties made out in their join names and have been joint and undivided possession of the said properties.

The above mentioned properties are acquired by the First and Second parties out of their own individual incomes and are their self acquisitions. All the above properties at the time of acquisition by the First and Second parties came with in the jurisdiction of Bangalore South taluk but now are located with in the jurisdiction of Bangalore East taluk

All the above properties together form one compact block.

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The First and the Second parties having been co owners and having equal un divided interest in all the above properties decided that it was no longer convenient to continue to have an undivided interest and felt that it would be in their best interest to demarcate their share by metes and bounds

The First and Second parties at the instance of well wishers have agreed upon the demarcation of all the above properties and while so agreeing have taken into account all factors such as location of all the properties, value, accessibility to roads, number of trees, location of any sheds or other structures, location of bore-wells, location of electricity transmission lines and constraints posed by it for development of land underneath, that it may not be practical or feasible to divide the lands acquired under each sale deed into two equal portions, that it would be practical to consider the lands acquired under all the sale deed as one block and then divide it into two portions, etc.

After having so agreed on demarcation, the parties have also agreed to have a separate partition deed for the division of the lands acquired under each sale deed.

The First and Second parties having agreed upon the terms and conditions now wish to record the same in writing

NOW THEREFORE, THIS DEED OF PARTITION IS ENTERED INTO AND THE SAME FURTHER WITNESSTH AS FOLLOWS

1. This partition deed deals with the partition of the lands acquired by the parties under the registered sale deed dated 19-07-1983 registered as document No 2750 of 1983-84 in the office of the sub registrar Bangalore south taluk executed by its previous owner Mrs Gita Martin Nee Gita Bhuttacharji, namely, property bearing S No 68 (now S. No. 68/1 after phoding) dry land measuring 16 acres 37 guntas (including 25 guntas of kharabiland) of Kodathi Village, Varthur Hobli Bangalore South Taluk morefully described in the A schedule hereunder and hereinafter referred to as the A Schedule property.

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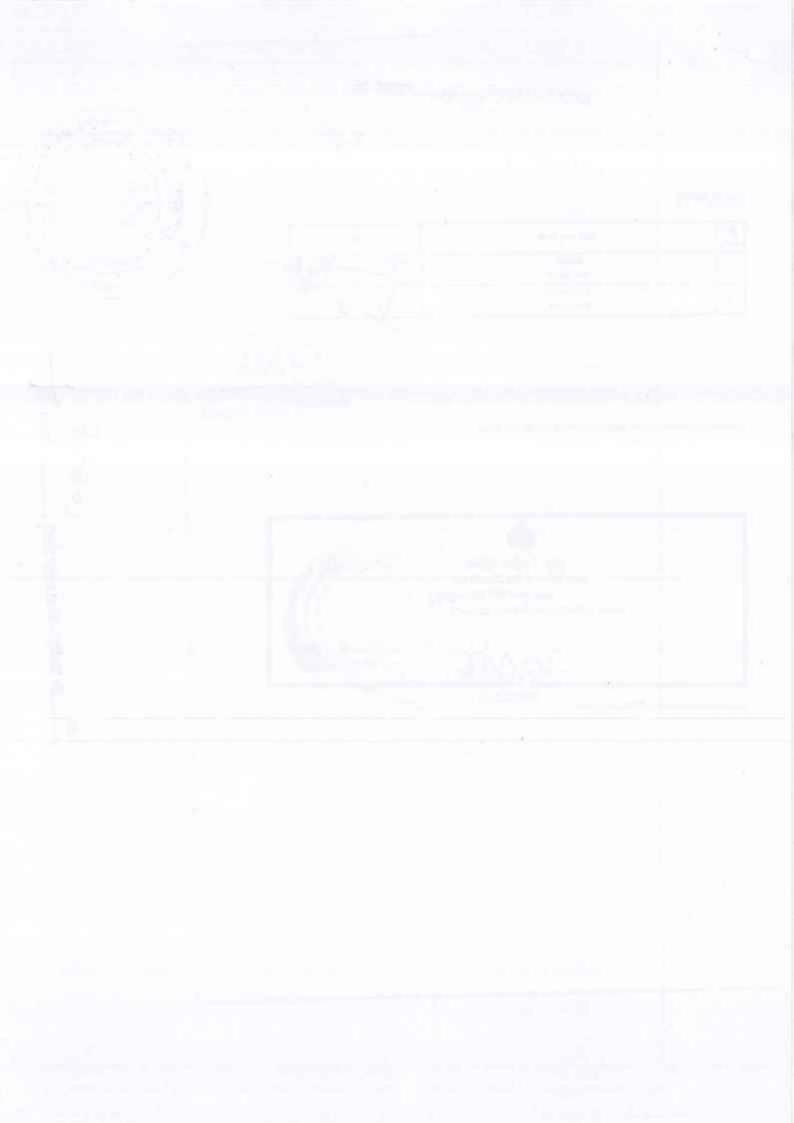
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2. The parties agree that the A schedule property is hereby divided into two portions. The portion shown in the B schedule hereunder and hereinafter referred to as the B schedule property and demarcated in the red* colour in Sketch No. 1 annexed to this deed is agreed to be the share of the first party and the portion shown in the C schedule and hereinafter referred to as the C schedule property and demarcated in the blue*colour in the said sketch is agreed to be the share of the second party. The extent of Kharab land which comes within each person's share is also indicated within the B and C schedules and the extent falling to each person's share includes the kharab land coming within the are demarcated as falling to each person.

The sketch no. 2 shows the demarcation of the shares of the first and second party including the areas demarcated under this partition deed in the entire compact block of land in Sy. No.s 64,65 and 68 of Kodathi village, Varthur Hobil which had been acquired by them under the registered sale deeds referred to in the preamble to this deed.

- 3.. The First Party has this day taken exclusive possession of the B schedule property and shall be the absolute owner thereof. The SECOND PARTY has this day taken exclusive possession of the C schedule property and shall be the absolute owner thereof
- 4 The FIRST PARTY and The SECOND PARTY shall be entitled to be in possession of and to enjoy and to transact with their respective shares in such manner as they think fit. They shall be entitled to get the khatha and other land and statutory records in respect of their respective share in to their respective names
- 5 The FIRST PARTY and SECOND PARTY are also agreed that no right of way or right to flow of water or discharge of water is reserved or made available for their respective shares over the shares of the other party.
- The FIRST PARTY and SECOND PARTY have also agreed that all trees, plants, structures, water sources found or located in their respective shares shall belong to them respectively

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The FIRST PARTY and SECOND PARTY are also agreed that in the event of there being any discrepancy between the sketch and the measurements set out in the schedule B and C the measurements shall be given preference over the sketch.

SCHEDULE A PROPERTY

All that property being dry land measuring 16 acres 37 guntas (including 25 guntas kharab) in S No 68/1 (S.No.68 before phoding) of Kodathi village Varthur Hobili Bangalore East Taluk (formerly Bangalore South Taluk) bounded on the

East: Land belonging to the Government sericulture department

West: land belonging to the family of late Krishnalah Setty

North: Taluk Road South: S. No. 88/2

> SCHEDULE B PROPERTY of M G Dattathroya

All that portion of the property bearing Sy. No. 88/1 (S. No.68 prior to phoding) of Kodathi village, Varthur Hobli, Bangalore East taluk measuring 8 acres 18 1/2 guntes including 12 1/2 guntas kharab and bounded on the

East: Portion of MG Nagendra in Sy. No. 88/1

West: land belonging to the family of late Krishnaiah Setty

North: Taluk Road

South: MG Dattathreya's portion in Sy. No. 68/2

SCHEDULE C PROPERTY & M G Napendra

All that portion of the property bearing Sy. No. 68/1 (Sy. No.68 prior to phoding) of Kodathi village, Varthur Hobli, Bangalore East taluk measuring 8acres 18 1/2 guntas including 12 1/2 guntas kharab and bounded on the

East: Land belonging to the Government sericulture department.

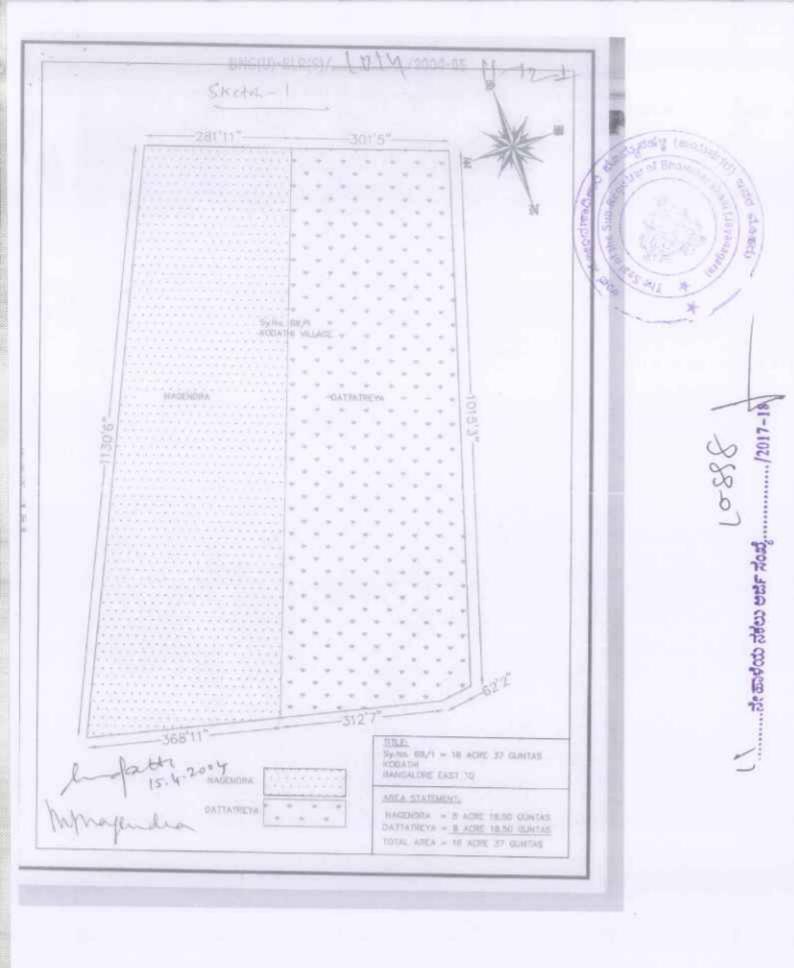
West: MG Dattathreya's portion in Sy. No. 68/1

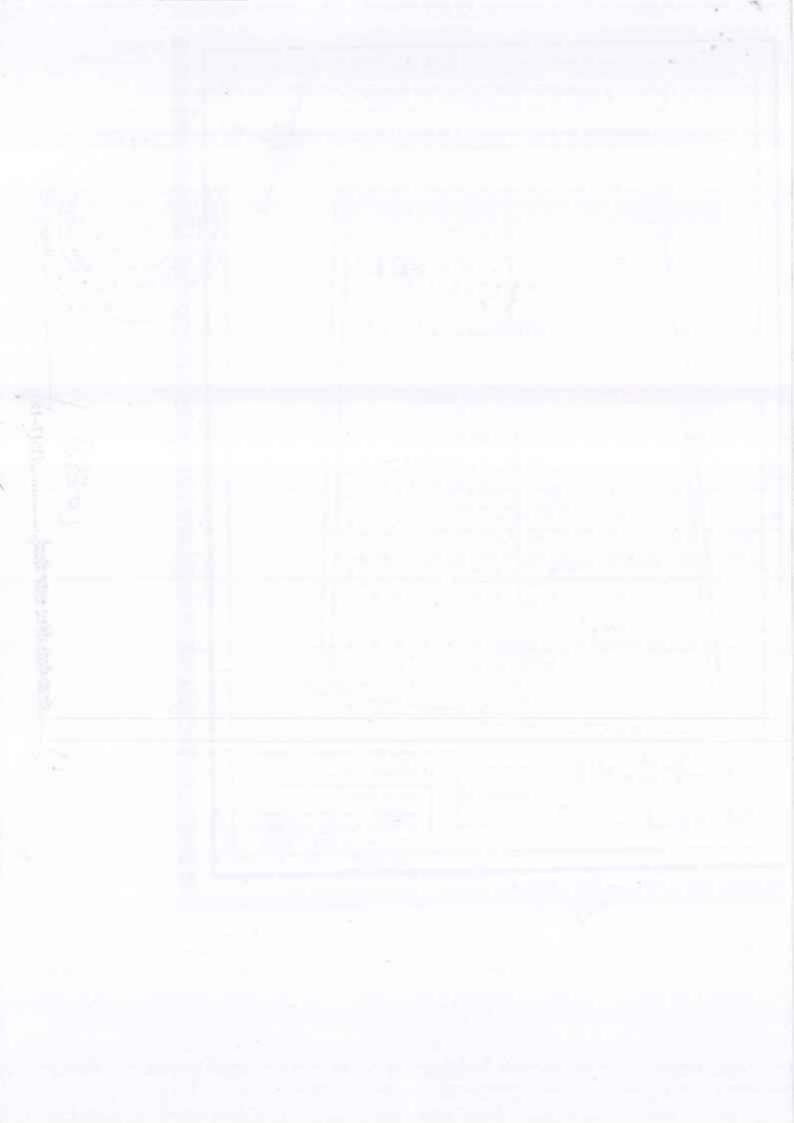
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An An Sulph (07/2 North: Taluk Road South: MG Nagendra's portion in Sy. No. 68/2 Stal of the In witness whereof the parties have affixed their signatures to this deed on the date and place first above mentioned in the presence of the following witnessess WITNESSES (1) Name: (magara) Address: SECOND PARTY 2) INDUS LAY S Soul ADVOCATES No. 301, 11 ricot. Mariyamou Rem's Infentry Manor 70. infantry Road B. SK I Stoge BANGALORE - 860 OF







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(In words Rupees.

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DEED OF PARTITION

THIS DEED of Partition made at Chikmagalur, on this 10th day of April 2006 between Sri M.G. NAGENDRA, Son of late Sri M.L. Gopala Setty, residing at #9, 15th Cross, 6th Phase, J.P. Nagar, Bangaiore - 560078, hereinafter referred to as the party of the FIRST PART, and Sri SUNIL N. MYSORE, Son of Sri M.G. Nagendra, residing at #9, 15th Cross, 6th Phase, J.P. Nagar, Bangalore - 560078, hereinafter referred to as the parties of the SECOND PART.

WHEREAS the parties hereto are the members and coparceners of the joint Hindu Undivided Family and own various immovable properties more particularly described in the First Schedule and the party of the First Part and the parties of the Second Part, are each entitled to 50% undivided share in the said properties; \(\frac{1}{2}\)_{\text{opt}} \(\frac{1}{2}\)_{\text{opt}}

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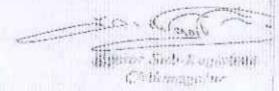
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Page -2

AND WHEREAS the parties have come to own the said immovable properties in the manner described hereunder:

By a Partition Deed dated 31st March 1970, between Sri M.L. Gopala Setty and his wife and sons, the parties hereto were allotted and came to enjoy full rights, title and interest in the properties more particularly described at Sl. No. 1 in the First Schedule hereto.

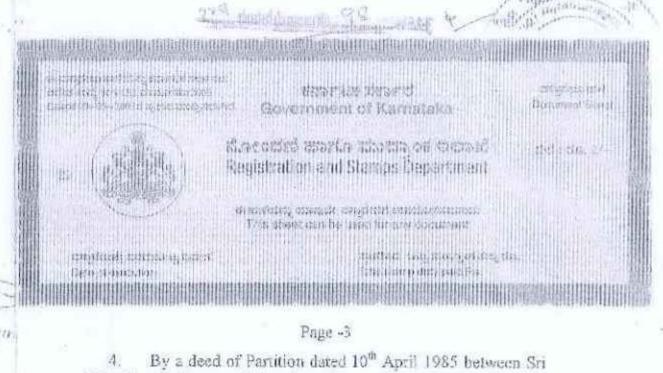
2. By and under a Will dated 25th April 1985, the properties more particularly described at Sl. Nos. 2. (a) to 2. (c) in the First Schedule hereto were bequeathed to the first party by late Sint M.G. Bhagyalakshmi, the mother of the party of the First Part and the same has been treated to be the property belonging to the joint family of the first and second parties.

3. By and under a Will dated 8⁶ August 1998, the properties more particularly described at Sl. No. 3. (a) to 3. (e) in the First Schedule hereto were bequeathed to the first party by late Sri M.L. Gopala Setty, the father of the party of the First Part and the same has been treated to be the property belonging to the joint family of the first and second parties.

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- 4. By a deed of Partition dated 10th April 1985 between Sri M.L. Gopala Setty and his wife and sons, the parties hereto were allotted and came to enjoy full rights, title and interest in certain proporties in Bangalore and Chikamagalur. Out of the properties so allotted to the parties hereto, one of the properties (House and Site bearing Municipal No. 5239/3600, situated in Municipal Third Dvn. Chikamagalur Tewn, facing Darji Galli) has already been sold out of legal and financial necessity, for the benefit of the HUF, and with the consent of all coparconers. The remaining properties are more particularly described at Sl. Nos. 4 to 6 in the First Schedule hereto.
- 5. By three separate Sale Deeds, all dated 19th July 1983, the party of the First Part out of the joint family funds available with him and jointly with his brother Sri M.G. Dattathreya purchased, three distinct properties in Kodathi Village, Varthur Hobli Bangalore South Taluk. Thereafter, by three separate Partition Deeds, all dated 15th April 2004, and Registered as Document Nos. 1014, 1025 and 1035, at the Office of the Sub-Registrar, Bangalore South Taluk, the said properties were equally divided between the two brothers, and the parties hereto were allotted and came to enjoy the full rights, title and interest in the properties more particularly described at St. Nos. 7 to 9(b) in the First Schedule hereto

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र्वज्ञास्य संस्थात वीकारवील सामान्य संस्कृतन वासकी Department of Stamps and Registration

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Page -4

6. By and under a Sale Deed dated 16th June 2003 the party of the First Part purchased the property more particularly described at SL No. 10 in the First Schedule hereto. Thereafter, the said property was blended into and thrown into the hotchpot of the Hindu Undivided Family's joint properties by the party of the First Part.

AND WHEREAS the First Party is desirous of effecting a partition in the properties of the joint family during his lifetime, so as to provide the parties of the Second Part with sufficient properties and income, so as to allow him to enjoy a comfortable life;

AND WHEREAS the parties of the Second Part have stated that as Sri. Sunil N. Mysore is involved in business and located at Bangalore, it will be difficult for him to manage or look after either coffee plantations or agricultural lands and has therefore requested the First Party, that the Second Party be allested, as far as possible, non-agricultural properties, and the Second Party has agreed to the same, and accordingly, after discussion amongst themselves and other family members the parties have agreed that the property described in the Second Schedule and Third Schedule shall be allested and shall belong exclusively to the First and the Second Parties, respectively;

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AND WHEREAS in consideration of the absolute ownership acquired by each party in respect of the property allowed to him out of the hitherto joint property and in consideration of the covenants hereby contained, the parties have agreed to effect the said partition in the manner hereinafter appearing:

NOW THIS DEED WITNESSETH AS FOLLOWS:

In pursuance of the agreement, the parties hereto divide the properties described in the First Schedule bereunder written, in such a manner that the properties described in the Second Schedule hergunder are allotted to the share of the Party of the First Part Mr. M.C. Nagendra, and the properties described in the Third Schodule hereunder are allotted to the share of the parties of the Second Part Mr. Sunil N Mysore. It is understood and agreed between the parties hereto that whereas the party of the First Part shall exclusively own and enjoy the properties listed in the Second Schedule



Page -6

herete, the parties of the Second Part shall own and enjoy the properties listed in the Third Schodule to the exclusion of the First Party.

2. In consideration of the premises, each of the said parties doth grant and release all their undivided share, right title and interest in the property allotted to the other of them as aforesaid so as to constitute each party to this deed sole and absolute owner of the property allotted to that party free and discharged from all claims and demands of the others thereto, concerning therewith, as from the date of this deed, to have and to hold the said items of properties mentioned in the said schedules unto each other and enjoy the same severally, absolutely and forever, but subject to the payment of all taxes, rates, dues and assessments payable to the Government or any other public body in respect thereof. The parties acknowledge that they are satisfied that the above division is fair and equitable after taking into account their value, location, and all other attendant circumstances. The parties shall be solely responsible to meet any claims or liabilities in respect of the properties respectively allotted to them.

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As a let is agreed and declared that the title deeds in respect of the properties have been delivered to each of the parties to whose share the said items of property have been allotted and the title deeds that is to say dead of Partition dated 10th April 1985 among Mr. M.L. Gopala Setty, and his wife and his sons, relating to the properties, which are common to both parties, shall remain with the party of the First Part and he shall at all times hereinafter upon every reasonable request and at the cost of the party requesting, produce or cause to be produced to him or his solicitors or at any trial, hearing, commission or examination or otherwise as occasion shall require all or any of the said deeds and will permit the same to be examined, inspected or given in evidence and shall at the like request and cost of the party requesting, deliver or cause to be delivered to him such attested or other copies or abstracts of or extracts from the deeds or any of them as he may require and shall and will in the meantime keep the deeds safe, unobliterated and uncancelled.

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Page -8

- 4. This deed is being executed in triplicate; the original and copy shall remain in the custody of the party of the First Part, and the duplicate shall remain in the custody of the parties of the Second Part.
- The stamp duty and other expenses relating to this deed shall be paid by both parties, equally.
- It is hereby declared that the values of the properties mentioned in the Second and Third Schedules hereto are equal in value, and each represent 50% of the total assets of the HUF.
- 7. The parties hereby agree and each party shall do, execute and get registered all such acts, deeds and things at the instance of the other party and at the expenses of the party requiring the same in order to more perfectly secure and assure the right, title and interest and also for the peacoful possession and enjoyment of the properties allotted to their respective shares and to have the properties mutated to their respective shares and to have mames and entered in the Public records as being in their respective exclusive possession and ownership.

Myrosylydow Sandleree

THE FIRST SCHEDULE HEREIVABOVE REFERRED TO

(THE BOTTER HOMOVABLE ASSETS OWNED JOINTLY)

- Part of the Land Bearing Survey No. 194 in Herur Villago, Megundi Flabli, Koppa Taluk, consisting of 34 Acres, 7 Gunas of Coffee Plantation Land and 1 Acre, 8 Gunas of Areca Plantation, forming part of the Doobia Estate
- One-fourth undivided share in the following properties:
 - (a) Land Bearing Survey No. 190 in Heror Village, Meganda Robli, Koppa Taluk, consisting of 20 Acres, 23 Guntas of Coffee Plantation Land, forming part of the Doobla Estate
 - (b) Land Bearing Survey No. 231 in Heart Villago, Megunda Hobli, Koppa Talok, consisting of 13 Acres. 7 Guntas of Coffee Plantation Lead, forming part of the Dooble Estate.
 - (c) Part of the land Bearing Survey No. 194 in Herur Village, Magunda Hobli, Koppa Taluk, consisting of 1 Acre, 8 Guntas of Areca Flantation Land, forming part of the Doobla Estata.
- 50% undivided share in the following properties:
 - (a) Land Bearing Survey No. 69 in Herur Village, Mcganda Hobli, Koppa Taluk, Chikmagalur District, consisting of 6 Acres, 1 Gunta of Coffse Plantation Land, forming part of the Doobla Estate.
 - (b) Land Bearing Survey No. 194 in Flotur Village, Meganda Hobit, Koppa Taluk, Chikmagalur District, consisting of 18 Acres and 53 Guntas of Coffice Plantation Land, forming part of the Doobla Estata.
 - (c) Land Bearing Survey No. 191 in Herar Village, Maganda Uobli, Koppa Talak, Chikmagalur District, consisting of 29 Guntas of Areca Plantation Land, forming part of the Doobla Estate.
 - (d) Land Bosring Survey No. 232 in Figure Village, Megunda Hebli, Koppa Taluk, Chikmagalur District, consisting of I Acre and I Gunta of Areca Plantation Land, forming part of the Doobla Estate.
 - (e) Land Bearing Survey No. 277 in Herur Village, Megunda Hobbi, Koppa Talak, Chikmagalur District, consisting of 19 Acres, 22 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.

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4. One-sixth portion of the Commercial Complex now constructed in place of dwelling house known as Sri Mahal, along with 1/6th share in the rental income from the said Commercial Complex, and a 1/5th share of the existing liabilities therein, hoing loans that were taken for the construction of the said Commercial Complex, which is situated at No. 125/A, 10th Main Road, First Block, Jayanagar, Bangalore – 550011, measuring 120th x 150th, bounded on

Mortin:

Bungalow No. 125/1 (old), New No. 18, 10th Main, 1st Block,

Jayanagar, Bangalore -

5600II:

South:

6th Cross Road, Javanagar,

Tast

House No. 126/A, 6th Cross, 1th Block, Javanagar, Bangalore -

560011.

West:

10th Main Road, Jayanagar,

5. In the Shurada Mandir Block, plot bearing Municipal No. 2769/1943 in Municipal First Division. Chikamagalar Town, situated in Prablic Street, Lot No. 7 out of 8 portions adjacent to Lot No. 8 on the South and common passage on the North, measuring 84 feet on the Bast, 92 feet on the West, 92 feet on the North and 79 feet on the South, baving a right to common passages, being (1) common passage of 20° width running from Prabhu Street towards the south and (2) common passage of 13° width in the North, and bounded as follows:

North:

13" Common Passage;

South

Lot No. 8 of Group 5 in the partition of Sri M.L. Gopala Setty and

brothers, belonging to Sri M.L. Keshava Murthy's family,

East;

20' Common Passage,

West

School

5. In Shettar Beedi, Chickamagalur Town, Lot No. 6 out of 8 lots, bearing Municipal No. 5350/3706 in Municipal First Division, measuring 55 feet on the North, 52.5 feet on the South, 122 feet on the East and 117.6 feet on the West, and bounded as follows:

North: Settar Beech;

South: Lot No. 4 of Group 5 in the partition of Sri M.L. Gopela Setty and

Brothers,

West: Ambedkar Bhavan;

East: Lot No. 5 of Doddi Book Block in the partition of Sri M.L. Gepala

Setty and brothers.

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Property bearing Survey No. 68/1 of Kodathi Village, Verthur Hobit, Benealore Bast Taluk measuring 8 Acres 18 ¼ guntas including 12 ¼ guntas kharab and bounded on the

North

Taluk Road

South

M.G. Nagondra's Portion in Sv. No. 68/2;

Esaro

Land belonging to the Government sericulture department.

West!

M.G. Dattathreya's portion in Sy No. 68/1.

3. (a) Property bearing Survey No. 65 of Kodathi Villago, Varthur Hobli, Bangalore East Taluk measuring 8 Acres 17 guntas including 2 guntas kharab and bounded as follows:

North:

M.G. Nagoodra's Portion in Sy. No. 54/1. Land of Govt.

Seriousture Department in Sv. No. 54 and M.G. Dattathraya's

portion in Sy. No. 65;

South:

Gamhalli village and table boundary;

Bast:

Private Land of Gattahalli village and taluk boundary and M.G.

Nagendra's pertion in Sy. No. 54/2;

West

M.G. Dattaffreya's portion in Sy No. 65.

8 (b) Property bearing Survey No. 64/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk measuring 2 Acres 13 guntas and bounded on the --

North:

M.G. Dattathreya's portion in Sy No. 64/2.

South:

M.G. Nagendra's Portion in Sy. No. 65;

Hast:

M.G. Nagendra's Portion in Sy. No. 64/1;

West:

Portions belonging to M.G. Nagendra and M.G. Datasthreys's in

Sy. No. 65.

(a) Property bearing Survey No. 64/1 of Kodathi Village, Varthur Hobli, Bangalore East Takeh measuring 8 Acres 21 gentas and bounded on the

North:

M. G. Nagondra's portion in Sy. No. 68/2 and M. G. Daziathreya's

portion in Sy No. 64/1.

South

M.G. Nagendra's Portion in Sy. No. 65;

Figust:

Land belonging to the Government sericulture department in Sy.

Mo. 54.

West:

M. G. Nagendra's Portion in Sy. No. 64/2.

" a Paradiane partial and the second

9 (b) Property bearing Survey No. 58/2 of Kodathi Viltage, Varthur Hobli, Bangaloro East Taluk measuring 1 Acre and bounded on the

North

M.G. Nagendra's portion in Sy No. 68/1;

South

M.G. Nagendra's Portion in Sy. No. 64/1;

East

Land belonging to the Government sericulture department;

West

M.G. Dattathreya's pertion in Sy No. 68/2.

10. Industrially converted vacant land carved out of Khata No. 420 of 50/7, issued by the Hebbagodi Village Panobayar, carved out of Sy. No. 66/7, measuring 42,500 Square Foot, and bounded as follows:

North.

Property belonging to M/s. Karnataka Turned Components Pvi.

Lid :

South

Remaining portion of the Property in Khata No. 408 of 60/7:

East:

Huskur Road, off Bangalore Finsur Road;

West

Sy. Nos. 58/2 and 56.

a so are the same

THE SECOND SCREDULE HEREINABOVE REPERRED TO (PROPERTIES ALLOTTED TO THE SHARE OF SELMIG, NAGENDRA)

- Part of the Land Bearing Survey No. 194 in Herar Village, Megandi Hubbi, Koppa Taluk, consisting of 34 Acres, 7 Guntas of Coffee Plantation Land and I Acre, 8 Guntas of Aceta Plantation, forming part of the Doobla Estate. (The Property is situated within the jurisdiction of Sub Registrar Koppa Chikungalur District).
- 2. One-fourth undivided share in the following proporties:
 - (a) Land Bearing Survey No. 195 in Herur Village, Meguada Hobit, Koppa Taluk, consisting of 20 Acres, 23 Guntas of Coffee Plantation Land, forming part of the Dooble Estate.
 - (b) Land Bearing Survey No. 231 in Herar Village, Wegunda Eobli, Koppa Taluk, consisting of 13 Acres, 7 Guntas of Coffee Plantation Land, forming part of the Doobta Estate.
 - (c) Part of the land Bearing Survey No. 198 in Herur Village, Meguada Hobti, Koppa Taluk, consisting of 1 Acre, 8 Guntas of Acres Plantation Land, forming part of the Duobla Estate.

(These Properties are situated within the jurisdiction of Sub Registrar Koppa Chikmagalor District).

- 3. 50% undivided share in the following properties:
 - (a) Land Bearing Survey No. 69 in Herur Village, Niegundo Hobli, Koppa Teluk, Chikmagalur District, consisting of 6 Acres, 1 Ganta of Collins Plantation Land, forming part of the Doobla Estate.
 - (b) Land Bearing Survey No. 194 in Herur Village, Megnuda Holdi, Koppa Taluk, Chikmagalur District, consisting of 18 Acres and 33 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.
 - (c) Land Bearing Survey No. 191 in Herer Village, Meguada Hobli, Ropps Taluk, Chikmagalur District, consisting of 29 Guntas of Areca Plantation Land, forming part of the Doobla Estate.

Maryendo

- (d) Land Bearing Survey No. 232 in Herar Village, Meganda Robli, Koppa Talnk, Chikmagalar District, consisting of 1 Acre and 1 Gunta of Arces Plantation Land, forming part of the Doobla Estate.
- (a) Land Bearing Survey No. 277 in Heruv Village, Mirganda Robli, Koppu Taluk, Chikmagalur District, consisting of 10 Acres, 22 Guntas of Coffee Plantation Land, forming part of the Dooble Estate.

(These Properties are situated within the jurisdiction of Sub Registrar Koppe Chilemagatur District).

4. In the Sharada Mundir Block, plot bearing Municipal No. 2759/1943 in Municipal First Division, Chikamagaine Towa, situated in Prabbu Street, Lot No. 7 out of 8 portions adjacent to Lot No. 8 on the South and common passage on the North, measuring 34 feet on the East, 92 feet on the North and 79 feet on the South, having a right to common passages, being (1) common passage of 20° width running from Prabbu Street towards the south and (2) common passage of 13° width in the North, and bounded as follows:

North: 13° Common Passage;

South: Lot No. 8 of Group 5 in the partition of Sri M.L. Gopala Setty and brothers, belonging to Sri M.L. Keshava Murthy's family;

East: 20' Coronon Passage;

West: School.

Philips -- AND REAL PROPERTY OF THE PROPERTY O

(The Property is situated within the jurisdiction of Sub Registrar Chilanagatur).

5. In Sheftar Beedi, Chicksmagalur Town, Let No. 6 out of 8 lots, bearing Municipal No. 5350/3700 in Municipal First Division, measuring 55 feet on the North, 52.6 feet on the South, 122 feet on the East and 117.6 feet on the West, and bounded as follows:

North: Settar Reedi;

South: Lot No. 4 of Group 5 in the partition of Sri M.L. Gopala Setty and Brothers:

West: Ambedkar Bhavan;

East: Let No. 5 of Doddi Beedi Block in the partition of Sri M.L. Gopala Setty and brothers.

(The Property is situated within the jurisdiction of Sub Rogistrar Chikmagalue).

hyproperation.

Page -15 Property bearing Survey No. 68/1 of Kodathi Village, Varthur ITohlo. 6. Saugstore East Taluk measuring 8 Acres 18 % guntas including 12 % guntas kharab and bounded on the

North:

Taluk Road

South

M.G. Nagendra's Portion in Sy. No. 68/2;

East:

Land belonging to the Government sericulture department;

West

84.45. Dattathreys's portion in Sy No. 68/1.

(The Property is situated within the jurisdiction of Sub Registrar Bangstore South Taluk, Bungalore).

7. (a) Property hearing Survey No. 65 of Kodafhi Village, Vacthur Hobbs, Baugalore East Tainle measuring 8 Acres 17 games including 2 guntas kharab and bounded as follows:

North: M.G. Nagendra's Portion in Sy. No. 64/1, Land of Govt. Sericulture Department in Sy. No. 64 and M.G. Dattathraya's portion in Sy. No. 65;

South: Gattaballi village and taluk boundary;

East: Private Land of Ganahalli village and talak boundary and N.G. Nagendra's portion in Sy. No. 64/2;

West: M.G. Darcathreyn's portion in Sy No. 65.

(The Property is signated within the jurisdiction of Sub Registrar Bangalore South Taluk, Bangalore, Bangalore Urban District Registrar Office).

7. (b) Property bearing Survey No. 54/2 of Kodathi Village, Varthur Robli, Bangaiare East Taluk measuring 2 Acres 13 guntas and bounded on the North: M.G. Dantathreyn's portion in Sy No. 64/2,

South: M.G. Nagendra's Fortion in Sy. No. 65;

East: M.G. Nagendra's Portion in Sy. No. 64/1;

West: Portions belonging to M.G. Nagendra and M.G. Battathreya's in Sy. No. 65.

(The Property is signated within the Juriseletion of Sub Registrar Bangalore South Talult, Bangalore, Bangalore Erban District Registrar Office).

on the pool

Page 16

 (a) Property bearing Survey No. 64/1 of Kodathi Village, Varibur Hobbs, Bangalore East Taluk measuring 8 Acres 21 guntas and bounded on the North : M.G. Nagondra's portion in Sy. No. 68/2 and bl. G. Dattachreya's portion in Sy No. 64/2.

South: M.G. Nagendra's Portion in Sy. No. 65:

East: Land belonging to the Government reviculture department in Sy. No. 64;

West: M.G. Nagendra's Portion in Sy. No. 64/2.

(The Property is situated within the jurisdiction of Sub-Registrar Bangalors: South Talak, Bangslore, Bangalore Urban District Registrar Office).

6. (b) Property bearing Survey No. 68/2 of Kodathi Village, Varthur Hobit, Bangalore East Tatak measuring I Acre and bounded on the

North: M.G. Nagendra's portion in Sy No. 68/1;

South: M.C. Nagendra's Portion in Sy. No. 64/1;

East: Lead belonging to the Government sericulture department;

West: M.G. Duttathreya's partion in Sy No. 68/2.

(The Property is situated within the jurisdiction of Sub Registrar Bangalore South Tabuk, Bangalore, Bangalore Urban District Registrar Office).

Mirryhadra Sirthum

THE THIRD SCHEDULE HEREINABOVE RETERRED TO IPROPERTIES ALLOTTED TO THE SHARE OF ME. SUNIL N. MYSORE)

1. One-sixth portion of the Commercial Complex now constructed in place of dwelling house known as Sri Mattal, along with 1/6th share in the rental income from the said Commercial Complex, and a 1/6th share of the existing liabilities therein, being loans that were taken for the construction of the said Commercial Complex, which is situated at No. 125/A, 10th Main Road, Pinst Block, Jayanegar, Bangslore - 560311, measuring 120° x 150°, bounded on:

North: Bungalow No. 12571 (old), New No. 18, 13th Main, 1" Block,

Jayanagar, Baogalore - 580011;

South: 6th Cross Road, Jayanngar;

East: House No. 126/A, 610 Cross, 110 Block, Jayanagar, Bangalore

560011;

West: 10th Main Road, Jayanagar.

(The Property is situated within the jurisdiction of Sub Registrar Jayanagar, Bangalore, Bangalore Urban District Registrar Office).

 Industrially converted vacant land correct out of Khata No. 420 of 50/7, issued by the Bebbagodi Village Funchayat, carved out of Sy. No. 50/7, measuring 42,500 Square Feet, and bounded as follows:

North: Property belonging to M/s. Karnataka Turned Components Pvt.

Ltd.:

South: Remaining portion of the Property in Khata No. 468 of 60/7;

East: Huskur Road, off Bangalore Hosar Road;

West: Sy. Nos. 58/2 and 56.

(The Property is situated within the jurisdiction of Sub Registrar Angles), Bangalore, Bangalore Urban District Registrar Office).

My spendens

This partition deed does not contravene the provisions of the Karnataka Prevention of Fragmentation and consolidation of Holdings Act, land reforms Act and Rules.

IN WITNESS WHEREOF the parties aforementioned have executed this Deed of Partition on this 10th day of April 2006.

Witnesses

Maryander

First Party

2. Par conjugation of standard on King and Should be a market from

Second party.

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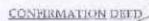
CHEC WESTER

CISC LUMBION NO. 2/92/29

VASAVI COMPLEX, NEEM STOLES

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This DEED OF CONFIRMATION TO THE DEED OF PARTITION DATED 10.04,2006 is made and executed on this the Twenty Eighth day of March. year Two Thousand and Sixteen (28.03.2026) at Bengaluru

SETWEEN

- 1. SRL M.G. NAGENDRA, aged about 68 years, S/o Late M.L. Gopala Setty; Hereinafter referred to as the 'FIRST PARTY'
- 2. SRL SUNIL N.MYSORE, aged about 42 years, S/o Sri. M.G.Nagendra; Hereinafter referred to as the 'SECOND PARTY'
- 3. SMT. M.N. RAMOUA, aged about 63 years, W/o Sri M.G Nagendra; Hereinafter referred to as the 'THIRD PARTY'
- 4. SMT. JYOTHSNA S. MYSORE, aged about 42 years. W/o Sr. Sunil N.

Hereinafter referred to as the 'FOURTH PARTY'

5. SRL SUNOJ MYSORE, aged about 18 years, S/o Sri. Sunil N Mysore. represented by his mother and PA Holder, Smil Jyothsna S. Mysore, the Fourth Party herein:

Hereinafter referred to as the 'FIFTH PARTY'

6. KUMARI SOHA MYSORE, aged about 16 years, D/o Sn. Sunil N.Mysore, being minor is represented by her father and mother and natural guardiers Sri. Sunil N. Mysore and Smt. Jyothson S. Mysore,

Hereinafter referred to as the 'SIXTH PARTY'

All are residing at No.9, 15th Cross, 6th Phase, J.P. Nagar, Bangalore -

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WITNESSETH AS FOLLOWS: WHEREAS.

- The First Party and Second Party herein were the members and coparteners of the joint Hindu Undivided Family and own various immovable properties more particularly described in the First Schedule of the Deed of Partition dated 10.04,2006 and which is as detailed below:
 - 1) Part of the land bearing Survey No.194/5 (Old No.194) in Herur Village, Megunda Hobli, Koopa Taluk, consisting of 34 Acres, 7 Guntas of Colfee Plantation land and 1 Acre, 8 Guntas of Areca Plantation, forming part of the Doobla Estate.
 - 2) One-fourth undivided share in the following properties:
 - a) Land bearing Survey No.190 in Herur Village, Megunda Hobli, Koppa Taluk, consisting of 20 Acres, 23 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.
 - b) Land bearing Survey No.231 in Henry Village, Megunda Hobli, Koppa Taluk, consisting of 13 Acres, 07 Guntas of Coffee Plantation Land, forming part of the Doubla Fatate.
 - c) Part of the land bearing Survey No. 194/6 (Old No. 194) in Herur Village, Megunda Hobli, Koppa Tabuk, consisting of I Acre, 8 Guntas of Areca Plantation Land, forming part of the Doobla Estate,

mr. N. Ramola

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- 3) 50 % undivided share in the following properties:
 - a) Land bearing Survey No.59 in Hernz Village, Megunda Floring 2011 *
 Koppa Taluk, Chizavagiur District, consisting of 6 Seles.

 1 Gunta of Coffee Plantation Land, forming part of the Doobla
 Estate.
 - b) Land bearing Survey No 199/1 (Old No.194) in Herir Village, Megunda Hobli, Koppa Taluk, Chikmagalur District, consisting of 18 Acres and 33 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.
 - c) Land bearing Survey No.191 in Herur Village, Megunda Hobli, Koppa Taluk, Chikmagalur District, consisting of 29 Guntas of Areca Plantation Land, forming part of the Doobla Estate.
 - d) Land bearing Survey No.232 in Herur Village, Megunda Hobli, Koppa Tuluk, Chikmagalur District, consisting of 1 Acre and 1 Gunta of Areca Plantation Land, forming part of the Doobla Estate.
 - e) Land bearing Survey No.277, in Herar Village, Meganda Hobli, Koppa Taluk, Chismagalar District, consisting of to Acres, 22 Guntas of Collec Plantation Land, forming part of the Dooble Estate.
 - 4) One sixth portion of the newly constructed Commercial Complex constructed in place of dwelling house known as Sri Mahal, along with 1/6th share in the rental income from the said Commercial Complex, and a 1/6th share of existing liabilities therein, being toans that were taken for the construction of the said Commercial Complex, which is situated at No.175/A, 10th Main Road, First Block, Jayanagar, Bangalore 560011, measuring 120' x 150'.

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- In the Sharada Maraliz Block, plot bearing Municipal No.2769/194 in Musicipal First Division, Chikumgalur Town, situated in Publish 3111 Street, Lot No.7, out of 8 portions adjacent to Lot No.3 on the South and common passage on the North, measuring 84 feet on the East, 92 feet on the West, 92 lect on the North and 79 feet on the South, having a right to common passages, being (1) common passage of 26' width running from Prabbu Street towards the south and (2) common passage of 13' width in the North.
- In Shettar Beedi, Chikmagalur Town, Lot No.6 out of 8 lots, bearing Municipal No.5350/3700 in Municipal First Division, measuring 55 feet on the North, 52.6 feet on the South, 722 feet on the East and 117.6 feet on the West.
- 7) Property bearing Survey No.68/1 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, measuring 8 Acres, 18 1/2 Guntas including 12 4 Guntas of kharab.
- 8) (a) Property bearing Survey No.65/1 and 65/2 (Old No.65) of Kodathi Village, Varthur Hobli, Bangalore East Taluk, measuring 8 Acres, 17 Guntas including 2 Guntas kharab.
- 8) (b) Property bearing Survey No.64/2 of Kodath: Village, Varthur Hobli, Bangalore East Taluk, measuring 2 Acres 13 Guntas.

9) (a) Property bearing Survey No. No.84/1 of Kedathi Villago, Varthur Hobli, Bangalore East Tuluk, measuring 8 Acre 21 Cuntes

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9) (b) Property bearing Survey No. No.68/2 of Kodathi Willia Varithur Hobii, Bangulore East Taluk, measuring I Acre.

10) Industrially converted vacant land carved out of Khata No.423 of-60/7, issued by the Hebbegodi Village Panchayat, carved out of Sy.No.60/7, measuring 12,500 square feet.

- The First Party and Second Party herein, after discussions amongst themselves and other family members, have partitioned the above mentioned properties by way of a registered Deed of Partition dated 10.04.2006 duly registered as Document No.98/2006-07 of Sook Land stored in CD No. CKMD22, in the office of the Sub-Registrar, Chikkamagalur, wherein the properties mentioned in the Second Schedule and Third Schedule in the aforesaid Deed of Partition dated 10.04.2006 have been allotted to the shares of the First Party and Second Party herein are in peaceful possession and enjoyment of their respective shares allotted to their under the aforesaid Deed of Partition.
 - 3. Subsequently, the land extents mentioned in Sl Nos. 8(b) and 9(a) of the First Schodule to the Deed of Partition dated 10.04.2006 were modified by the Assistant Commissioner in RRT (BE) CR 91/2015-16 who has passed orders on 21.07.2015 as per the possession and ownership held by the First Party herein. According to the said orders, the land extent mentioned in Sy.No.64/1 was modified from 8 Acres 21 Guntas to 7 Acres 03 Guntas and Sy.No.64/2 was modified from 2 Acres 13 Guntas to 3. Acres 31 Guntas, both of Kodathi Village, Varthur

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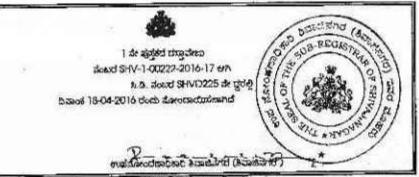
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- 4. Accordingly, the Properties mentioned in the First Schedule of the Deed of Partition dated 10,04-2006 is modified and the entire joint family properties belonging to the First Party and Second Party herein are morefully described in the First Schedule of this Deed.
- 5. The Third Party herein being the wife of the Pirst Party and mother of the Second Party herein, the Fourth Party being the wife of the Second Party herein and the Fifth Party and Sixth Party being the grand children of the Pirst Party and Third Party herein and children of the Second Party and the Fourth Party herein, due to some personal inconverdence have not joined as parties for execution and registration of the Deed of Partition dated 10.04 2006 entered into between the Pirst Party and Second Party in respect of the joint family properties.
- 6. In view of the same the Third, Fourth, Fifth and Sixth Parties berein, at the instance of well wishers and advice of other family members and to pass clear right and title, have mutually decided to execute and register this Deed of Confirmation to the Deed of Partition dated 10.04.2006, in order to avoid all/any future complications, confirming the portition entered into between the First Party and Second Party beaution in respect of their joint family properties and also to confirm the shares allotted to the First Party and Second Party beauti under the aforesaid Deed of Partition dated 10.04.2006, on the terms and conditions hereinafter appearing below.

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NOW THIS DEED WITNESSETH AS FOLLOWS:

That in pursuance of the foregoing and on mutual discussions Rebetween the parties and in order to avoid all/any future complications? Site the Parties herein hereby confirm that the Deed of Partition dated 10.04.2006, registered as Document No.98/2006-07, Book-I, stored in CD No.CKMD22, registered at the office of the Sub-Registrar, Chikmagalur, entered into between the First Party and Second Party herein in respect of their joint family properties, which is morefully described in the First Schedule of this Deed, is fully and absolutely binding upon them and the First Party and Second Party benein are in peaceful possession and enjoyment of their respective Properties allotted towards their shares and which are morefully described in the Second and Third Schedule of this Deed as absolute owners to the exclusion of either parties. It is understood and agreed between the parties hereto that the First Party and Second Party are absolute owners with full power and authority over their respective properties allotted towards their share and mentioned in the Second and Third Schedule of this Deed and all the Porties do hereby declare and confirm the following:

- (i) The Third Party does not have any right, title and interest or ownership in respect of Properties allotted to the share of the First Party and Second Party berein, which are morefully described in the Second and Third Schedule of this Deed.
- (ii) The Fourth Party, Pifth Party and Sixth Party do not have any right, title and interest or ownership in respect of the Properties allotted to the share of the First Party herein, which is morefully described in the Second Schedule of this Deed.

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- (iii) The Fourth Party, Pifth Party and Sixth Party have join and interest and ownership in respect of the Properties all anothers.

 the share of the Second Party herein, which is monitally described 5:41.
- 2. It is also confirmed that the First Party and Second Party have taken possession of the properties fallen to their share and each of their has covenanted and assured with the other that (a) the l'irst Party will be absolute and exclusive owner of the properties fallen to his share and he will have no right, interest or title in the properties fallen to the shares of the Second Party. (b) the Second Party will be absolute and exclusive owner of the properties fallen to his share and he will have no right, interest or title in the properties fallen to the shares of the First Party. (c) the First Party and Second Party will enjoy the properties fallen to their respective share peaceably and without interruption or disturbance by the other party or any my claiming through, under or in trust for him, (c) the First Party and Second Party will at the cest of the pursuan requiring the same, do every such act or thing as may reasonably be required for further or more perfectly assuring the property transferred by him to the other.
- All the parties agree that the partition shall not be open to challenge on any ground whatsoever.
- 4. This Deed has been executed for the purpose of confirmation and toward of the partition effected as hereinbefore mentioned under the Deed of Partition dated 10.04.2006 and all the members of the joint Hindu family, viz., the parties herein have set their hands to this writing in the presence of witnesses to confirm the said partition and covenants made by them to the other members.

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THE FIRST SCHEDULE HEREINABOVE REFERRED TO (THE ENTIRE IMMOVABLE ASSETS OWNED

- 1) Part of the land bearing Survey No.191/5 (Oki No.194) in Partur Village, Megundu Hobli, Koppa Taluk, consisting of 34 Acres, 7 Guntas of Coffee Plantation land and 1 Acre, 8 Guntas of Areca Plantation, forming part of the Doobla Estate. (Together 35 acres 11 Guntas as per RTC)
- One-fourth undivided share in the following properties:
 - a) Land bearing Survey No.190 in Herur Village, Megunda Hobli, Koppa Taluk, consisting of 20 Acres, 23 Guntas of Coffee Plantation Land, forming part of the Doobla Estate. (21 Acres 27 Curitas excluding Kharab as per RTC)
 - Land bearing Survey No.231 in Herur Village, Megunda Hobli, Koppa Taluk, consisting of 13 Acres, 07 Guntus of Collee Plantation Land, forming part of the Doobla Estate (including 10 Guntas Kharab)
 - c) Part of the land bearing Survey No.194/6 (Old No.194) in Henry Village, Megunda Hobli, Koppa Taluk, consisting of 1 Acre, 8 Guntas of Areca Plantation Land, forming part of the Doobla listate.
- 50 % undivided share in the following properties;
 - a) Land bearing Survey No.69 in Herur Village, Meganda Hobli. Koppa Taluk, Chikmaghir District, consisting of 6 Acres, 1 Gunla of Coffee Plantation Land, forming part of the Doobla Estate

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b) Land hearing Survey No 194/1 (Old No.194) in Heart Villagers Megunda Hobli, Koppa Talak, Chikmagahar District consisting of 18 Acres and 33 Guntas of Colleg Plantation Land Moraling part of the District State. (18 acres 32 Guntas as per RTC)

- c) Land bearing Survey No.191 in Herur Village, Meginda Hobli, Koppa Taluk, Chikmagalur District, consisting of 29 Guntas of Areca Plantation Land, forming pure of the Doubla Estate. (including 3 Contas Kharab)
- d) Land bearing Survey No.232 in Herur Village, Meguada Hobli, Koppa Taluk, Chikmagalur District, consisting of 1 Acre and 1 Gunta of Areca Plantation Land, forming part of the Doobla Estate. (including 3 Guntas Kharab)
- e) Land bearing Survey No.177, in Figure Village, Meganda Hobli, Koppa Taluk, Chikusagalur District, consisting of 10 Acres, 22 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.
- 4) One-sixth portion of the newly constructed Commercial Complex constructed in place of dwelling house known as Sri Mahal, along with 1/6th share in the rental income from the said Commercial Complex, and a 1/6th share of existing liabilities therein, being loans that were taken for the construction of the said Commercial Complex, which is situated at No.125/A, 10th Main Road, First Black, Jayanagar, Bengalore 560011, nocasuring 120' x 156', bounded on:

North by

Bungalow No.125/1 (old), New No 18, 10th Main.

18 Block, Jayanagar, Bangalore - 560011;

South by :

6th Cross Road, Jayanagas;

Mynhylad Similariana m.n. Ramola Tychine Langere Tychine Langere Tychine Canysole



1. Margan 222/16-11 England 16 along

en san sandaro, dencem

East by :

House No.126/A, 6th Cross, 1st Block, Javapiana

Bangalore - 560011.

West by :

10th Main Road, Jayanagar.

5) In the Sharada Mandir Block, plot bearing Municipal No.2769/1913 in Municipal First Division, Chikungalur Town, situated in Frabhu Street, Lot No.7, out of 8 portions adjacent to Lot No.8 on the South and common passage on the North, measuring \$4 feet on the East, 92 feet on the West, 92 feet on the North and 79 feet on the South, having a right to common passages, being (1) common passage of 20° width running from Probhu Street towards the south and (2) common passage of 13° width in the North.

North by

13' feet common passage,

South by

Lot No.8 of Group 5 in the partition of

Sri. M.I.Gopala Setty and Brothers, belonging to Sri. M.N.Keshava Murthy's

family;

East by

M' common passage;

West by

School.

6) In Shettar Beedi, Chikmagalur Town, Lot No.6 out of 8 lots, bearing Municipal No.5350/3700 in Municipal First Division, measuring 55 feet on the North, 52.6 feet on the South, 122 feet on the East and 117.6 feet on the West, and bounded as follows:

North by :

Settar Beedig

South by :

Lot No.4 of Group 5 in the partition of

M.I. Goppla Setty and Brothers.

West by :

Ambedkar Bhavan.

Majendi Smithiae Marola Juliane & mysola Juliane & mysola South, me

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Lot No.5 of Doddi Beedi Block in the periodo o

Sri. M.L. Gopala Setty and brothes:

7) Property beating Survey No 65/1 of Kodnthi Village Variation Hobb, Bangalore East Taluk, measuring 8 Acres, 18 % Suples including 12 % Guntas of kharab and bounded on the

North by

Taluk Road:

South by :

M.G.Nagemira's portion in Sy.No.58/2;

East by :

Land belonging to the Covernment Sericulture

Department

West by :

M.G.Dattarhreya's portion in Old No.68/1 New

5y.No.68/3.

8(a) Property bearing Old No.65 and new Survey No.65/1 measuring 15 Cuntas and New Sy No 65/2 measuring 8 Acres 02 Guntas, including 2 Guntus kharals of Kodathi Village, Varthur Hobb, Bangalore East Takik, and bounded on:

(i) For Sy.No.65/1 measuring 15 Guntas:

North by :

M.G.Dattathreya's portion in Old No.65 New

Sv.No.65/3;

South by

Partion of Land bearing Sy.No.64/2.

East by

M.G.Nagendro's portion in 5y No.64/2;

West by :

M.G. Dattathreya's portion in Old No.55 New

Sy. No.65/3.

(ii) For Sy.No.65/2 measuring 8 Acres, 02 Guntas, including 02 Contas of kharab:

North by :

Lands bearing Sy.No.64/1 and 64/2:

South by :

Gattiballi Village Border;

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East by ;

Guttihalli Village Border;

West by -1

M.C. Dattathreya's portion in Old Vo de Show

Sy.No.65/3.

8)(b) Property bearing Survey No.64/2 of Kodathi Village, Varibur Hobli, Bangalore East Taluk, measuring 3 Acres 31 Guntas (Old extent 2 Acres 13 Guntas) (Extent modified as per possession / and ownership from 2 Acres 13 Guntas to 3 Acres 31 Guntas out of which 1 Acre 18 Guntas from Sy.No.64/1 as per earlier partition, as per orders passed by the Assistant Commissioner to RRT (BE) CR 91/2015-16 dated 21.07.2015 and MR No. H45/3015-16) and bounded on the:

North by

: M.G.Dathithreya's portion in Sy. No.64/2:

South by

: M.G. Nagendra's portion in Old No.65 New

Sy. No.65/2;

East by

: M.G. Nagendra's portion in Sy No.64/1;

West by

: portions of land belonging to M.G.Nagendra and

M.G. Datlathreya in Sy. No.65/1 and 3.

9)(a) Property bearing Survey No. No.64/1 of Kodaths Village, Varthur Hobli, Bangalore East Taluk, measuring 7 Acre in Guntas (Old extent 8 Acres 21 Guntas) (Extent modified as per possession and ownership from 8 Acres 21 Guntas to 7 Acres 03 Guntas in Sy.No.64/1 and 1 Acre 18 Guntas in Sy.No.64/2, as per orders passed by the Assistant Commissioner in RRT (BE) CR 91/2015-16 dated 21.07.2015 and MR No.45/2015-16) and bounded on the:

North by

: M.G.Nagendru's portion in Sy.No.68/2 and

M.G.Dattathreya's portion in Sy.No.61/1;

Mugueles Souristance

m.n. Ramela

- Fychie & Smysele

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South by

M.G.Nagendra's portion in Old No.65

East by

Land belonging to the Government Scrick han-

Department in Sv. No.64/1;

West by

: M.G.Nagendra's portion in Sv.No.64/2.

9)(b) Property bearing Survey No. No.58/2 of Kodath: Village, Varthur Hobli, Bangaiore East Taluk, measuring 1 Acre and bounded on thes

North by : M.G.Nagendra's portion in Sy.No.68/1 and

: M.G.Nagendra's portion in Sy.No.64/1; South by

East by : Land belonging to the Government Sericulture

Department;

: M.C. Duttathreva's portion in St. No.68/4. West by

Industrially converted vacunt land carved out of Khata No 420 10) of 60/7, issued by the Hebbagodi Village Panchayat, carved out of Sv.No.60/7, measuring 42,500 square feet and bounded on the:

North by : Property belonging to M/s Kamataka Turned

Components Pvt. Ltd:

South by Remaining portion of the property in Khata

No:408 of 60/7;

; Huskur Road, off Bangalore Hosur Road; East by

West by : Sy.Nos. 58/2 and 56.

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19 Sheet of C.A.No .9371428

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THE SECOND SCHEDULE HEREINABOVE REFERRED TO THE SHARE OF SRI, M.G. NAME

1) Part of the land bearing Survey No.194/5 (Old NO.194) in Herur Village, Megunda Hobli, Koppa Taluk, consisting of 34 Acres, 7 Guntas of Coffee Plantation land and 1 Acre, 8 Guntas of Areca Plantation, forming part of the Doobla Estate.

(The property is situated within the jurisdiction of Sub-Registrat, Kopps, Chikmagalor District)

- 2) One-fourth undivided share in the following properties;
 - a) Land bearing Survey No.190 in Herur Village, Megunda Hobb, Koppa Taluk, consisting of 20 Acres, 23 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.
 - b) Land bearing Survey No.231 in Herur Village, Vegunda Hohli, Koppa Taluk, consisting of 13 Acres, 67 Cuntas of Coffee Plantation Land, forming part of the Doobla Estate, (including 10 Guntas Kharab)
 - c) Part of the land bearing Survey No.194/6 (Old No.194) in Heror Village, Megunda Hobli, Koppa Taluk, consisting of 1 Acre, 8 Guntas of Areca Plantation Land, forming part of the Doobla Estate.

(The property is satuated within the jurisdiction of Sub-Registrar, Koppa,

Chikmagalur District)

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20 Sheet of C.A.No ..

3) 50 % undivided share in the following properties:

a) Lend bearing Survey No. 69 in Florus, Village, McAlhan Bool, Koppa Taluk Chilmaghur District, consisting of 6 I Gonta of Coffee Plantation Land, forming part of the Doors Estate.

- b) Land bearing Survey No.194/1 (Old No.194) in Henr Village, Megunda Hobli, Koppa Taluk, Chikmagalur District, consisting of 18 Acres and 33 Contax of Coffee Plantation Land, forming part of the Doobla Estate. (18 Acres 32 Guntas as per RTC)
- c) Land bearing Survey No.191 in Horor Village, Megunda Hobli. Koppa Taluk, Chikmagatur District, consisting of 29 Guntas of Areca Plantation Land, farming part of the Doobla Estate. (including 3 Guntas Klurab)
- d) Land bearing Survey No.232 in Herer Village, Meganda Hobli, Koppa Talok, Chikmagalur District, consisting of 1 Acre and 1 Gunta of Areca Plantation Land, forming part of the Dooble Estate. (including 3 Guntas Kharab)
- e) Land bearing Survey No 277, in Herur Village, Maganda Hobb, Koppa Taluk, Chikmagalur District, consisting of 10 Acres, 22 Guntas of Coffee Plantation Land, forming part of the Doobla Estate.

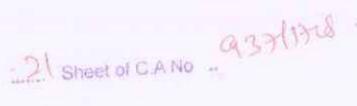
(The property is situated within the purisdiction of Sub-Registrar, Koppe, Chikmagalur (District)

4) In the Sharada Mandir Block, plot braring Municipal No 2769/1943 in Municipal First Division, Chikmagalur Town, situated in Prabbu Street, Lot No.7, out of 8 portions adjacent to Lot No.8 on the South and common passage on the North, measuring 84 feet on the East,

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92 feet on the West, 92 feet im the North and 79 feet on the having a cight to common passages, being (1) common passage of 20' width running from Prabhu Street towards the south and (2) common passage of 13' walth in the North.

North by :

13' feet common passage;

South by :

Lot No.8 of Group 3 in the partition of

Sri. M.L.Gopala Setty and Brothers, belonging to

Sri. M.N.Keshava Murthy's family;

East by :

20 'common passage;

West by :

School.

(The property is situated within the jurisdiction of Sub-Registrar, Chikmagalur, Chikmagalur District)

5) In Sheitar Beedi, Chikmagalur Town, Lot No.6 out of 8 lots, bearing Municipal No.5350/3700 in Municipal First Division, measuring 55 feet on the North, 52 6 feet on the South, 122 feet on the East and 117.6 feet on the West, and bounded as follows:

North by :

Settar Beedi;

South by :

Lot No.4 of Crossp 5 in the partition of

M.L. Gopala Setty and Brothers;

West by :

Ambedkar Bhovan.

East by

Lot No.5 of Doddi Beedi Black in the partition of

Sri. M.L. Gopala Setty and brothers.

(The property is situated within the jurisdiction of Sub-Registrar,

Chikmagalur, Chikmagalur District)

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Sheet of C.A.No 933-11470

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6) Property bearing Survey No.68/1 of Kodathi Village, Warhilly, Hobti, Bangalore bust Tulel, measuring 8 Acres, 18 % Goulas including 12 % Guntas of kharab and bounded on the

North by :

Taluk Roadi

South by

M.G. Nagendra's portion in Sy No.68/2;

East by :

Land belonging to the Government Sericulture

Department;

West by :

M.C. Dattafhreya's portion in Old No.68/1 New

Sy.No.68/3.

(The property is situated within the jurisdiction of Sub-Registrar, Varthur, Bangahwe Urban District)

7(a) Property bearing Old No.65 and new Survey No.65/1 measuring 15 Guntas and New Sy.No.65/2 measuring 8 Arres 02 Guntas, including 2 Cuntas kharab of Kodathi Village, Varihur Hobb, Bangskee East Taluk, and bounded on:

(f) For Sy.No.65/1 measuring 15 Contas:

North by :

M.C.Dattutiancya's portion in Old No.65 New

Sy. No.65/3:

South by :

Portion of Land bearing Sy.No.64/2;

East by :

M.C. Nagendra's portion in Sy.No.64/2;

West by

M.G.Datiathreya's portion in Old No.65 New

Sy.No.65/3.

(ii) For Sy.No.65/2 measuring 8 Acres, 02 Guntas, incluiding 02 Guntas of khamb:

North by:

Lands bearing 59, No.64/1 and 64/2:

South by :

Gattihalli Village Border;

whereudra inthurens.

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22 Sheat of C.A.No .. 932 (1976)

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East by

Gattihalli Village Bowler;

West by

M.G. Dattathreya's portion in Old No.65 ?

Sy. No.65/3.

(The property is situated within the jurisdiction of Sub-Registrar, Varthur, Bangalore Urban District)

7) (b) Property bearing Survey No.64/2 of Kodathi Village, Varthur Hobli, Bangalore East Talluk, measuring 3 Acres 31 Guntas (Old extent 2 Acres 13 Guntas) (Extent modified as per possession and ownership from 2 Acres 13 Guntas to 3 Acres 31 Guntas out of which 1 Acre 18 Guntas from Sy No.64/1 as per earlier partition; as per orders passed by the Assistant Commissioner in RRI (BB) CR 91/2015-16 dated 21.07.2015 and MR No. Hit5/2015-16) and bounded on the:

North by

: M.C. Dattathreya's portion in Sy. No.61/2;

South by

: M.G.Nagendra's portion in Old No.65 New

Sv.Nu.65/2;

Bast by

: M.G. Nagendra's portion in Sy.No.64/1;

West by

: portions of land belonging to M.G.Nagendra and

M.G.Dattnibreya in Old No.65 New Sy.No.65/1

and 65/3.

(The property is situated within the jurisdiction of Sub-Registrar, Varthur, Rangalore Urban District)

(a) Property bearing Survey No. No.64/1 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, measuring 7 Acre 03 Guntas (Old extent 8 Acres 21 Guntas) (Extent modified as per possession and ownership from 8 Acres 21 Guntas to 7 Acres 03 Guntas in

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24 Sheet of C.A.No 937/1948.

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th Ant. Scandide, General Sy. No.64/1 and 1 Acre 18 Guntas in Sy. No.64/2, as per prepassed by the Assistant Commissioner in RRT (BE) CR 917 dated 21.07.2015 and MR No 45/2015-16) and bounded on beet

North by

: M.G. Nagondra's portion in Sy.No.68/2 and

M.C. Dattathreya's portion in Sy No.64/1,

South by

: M.G.Nagendra's portion in Old No.65 New

Sy.No.65/2;

East by

; Land belonging to the Government Sericulture

Department in Sy. No.64/1;

West by

: M.G.Nagendra's portion in Sy.No.64/2.

(The property is situated within the junsdiction of Sub-Registrar, Varthur, Bangalore Urban District)

8) (b) Property bearing Survey No. No.68/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, measuring 1 Acre and bounded on the:

North by

: M.G.Nagendra's portion in Sy.No.68/1 and

South by

: M.G. Nagendra's portion in Sy, No.64/1;

flast by

: Land belonging to the Government Sericulture

Department:

West by

: M.G.Duttathreya's portion in Sy.No.68/2.

(The property is situated within the jurisdiction of Sub-Registrar, Varthur,

Bangalore Urban District)

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25 Sheet of C.A.No .. 937/1968

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THE THIRD SCHEDULE HEREINABOVE REFERRED TO PROPERTIES ALLOTTED TO THE SHARE OF SRI. SUNIL N. 1845

One-sixth portion of the newly constructed Commercial Complex H1
constructed in place of dwelling noise known as Sn Mahal, along with
1/6th share in the rental income from the said Commercial Complex, and a
1/6th share of existing liabilities therein, being toans that were taken for
the construction of the said Commercial Complex, which is situated at
No125/A, 10th Main Road, First Block, Jayanagar, Bangalore - 560011,
measuring 120 x 150°, bounded on:

North by :

Bungalow No.125/1 (old), New No.18, 10th Main,

1st Block, jayanagar, Bangalore - 560011;

South by :

6th Cross Road, Jayunagat;

East by :

House No. 126/A, 6th Cross, 1st Block, Jayanagar,

Bangalore - 560011

West by :

10th Main Road, Jayanagar.

(The property is situated within the jurisdiction of Sub-Registrar, Jayanagor, Bangalore, Bangalore Urban District Registrar Office)

 Industrially converted variant land carved out of Khata Ko,420 of 60/7, issued by the Hebbagodi Village Panchayat, carved out of Sy.No.60/7, measuring 42,500 square feet and bounded on the:

North by

Property belonging to M/s Karnataka Turned

Components Pvt. Ltd;

South by

: Remaining portion of the property in Khata

No.405 of 60/7;

East by

: Huskur Road, off Bangalore Hosur Road;

West by : Sy. Nos. 58/2 and 56.

(The property is situated within the jurisdiction of Sub-Registrar, Anekal. Bungalore, Bangalore Urban District Registrar Office)

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16 Sheet of C.A.No 93-417-CB

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Co. Rate. Deposition of Sciences

IN WITNESS WITERE OF the Parties to this deed have set their banks in the presence of the following witnesses on the day date and your bouldered above.

WITNESSES

(8. M. KARUMESH)
NO-10. Withol Medly Road
Bangalore - 560001

AL. Probablyousda Mo. 10. Villal mallyorand Bongalose -1

Drafted by:

S. Sumithra,

Advocate,

No.10, Vittal Mallya Road

Bangalore - 560 00L

1. Minapendra (BIRST PARTY)

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ESSENT MUHICE (SECOND PARTY)

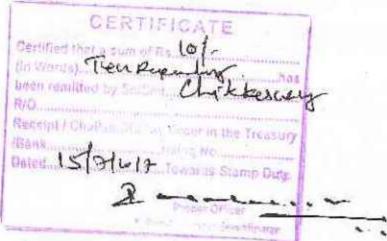
3. M N Ramola (THIRD PARTY)

4 Hottana Simple-

FITH PARTY)
Represented by his
mother and PA Holder
Smit lyothsna S Mysore
Hillian S (Mysore

(SIXTH PARTY)





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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

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SHRESHTA INFRA PROJECTS PRIVATE LIMITED

Article 12 Bond

AGREEMENT

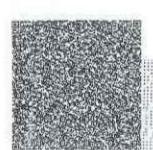
SHRESHTA INFRA PROJECTS PRIVATE LIMITED

SRIM G NAGENDRA

SHRESHTA:INFRATPROJECTS PRIVATE LIMITED

(Two Hundred only)

Authorized Signatory For The Bangalore Advocates' lo-operative Society Ltd.



Please write or type below this line-

SUPPLEMENTARY AGREEMENT

This SUPPLEMENTARY AGREEMENT is made and executed on this the Second Day of Two Thousand Twelve (02.06.2012) at Bangalore,

m. N. Ramola. Sutt Impus

For SHRESHTA INFRA PROJECTS BYT. LTD.

The authoriticity of the Starry Cartificate can be varified at Authorized Colondian Centers (ACCs), SHCL Official and faith-registrat Others (SRCs).
 The Contract Details of ACCs. SHCL Offices and SROs are invalidable on the Web sits "assessed belongs and".

BETWEEN

SRL M.G. NAGENDRA aged about 65 years, 5/o Late Sri. M.L. Gopala Setty and residing at No.9, 15th Cross, 6th Phase, J.P.Nagar, Bangalore - 560078 (hereinafter referred to as the 'OWNER/FIRST PARTY' which expression shall, wherever the context so requires or admits, mean and include his heirs, executors, administrators and assigns) of the FIRST PART;

AND

M/S SHRESHTA INFRA PROJECTS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at No.1o, Vittal Mallya Road, Bangalore -560001 represented by its Director Sri. B.M.Karunesh (hereinafter referred to as the 'DEVELOPER/SECOND PARTY' (which expression shall, wherever the context so requires or admits, mean and include its successors-in-interest, executors, administrators and permitted assigns) of the SECOND PART;

AND

SMT. M.N. RAMOLA, aged about 59 years, w/o Sri. M.G. Nagendra and SRI. SUNIL N.MYSORE, aged about 38 years, s/o Sri. M.G. Nagendra both residing at No.9, 15th Cross, 6th Phase, J.P. Nagar, Bangalore – 560078 (hereinafter collectively referred to as the "CONFIRMING PARTY", which expression shall, wherever the context so requires or admits, mean and include their respective heirs, executors, administrators and assigns) of the THIRD PART.

Majendra

m. N. Ramola.

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For SHRESHTA INFRA PROJECTS PVT. LTD.

DIRECTOR

WHEREAS

- The First Party/Owner is the absolute owner and is in peaceful possession and enjoyment of the undeveloped converted property bearing portion of Sy.No.64/1, admeasuring 8 Acres 21 Guntas, portion of Sy.No.64/2, admeasuring 2 Acres 13 Guntas, Sy.No.65/1, admeasuring 15 Guntas, Sy.No.65/2, admeasuring 8 Acres 1 ½ Guntas, Sy.No.68/1, admeasuring 8 Acres 6 Guntas and Sy.No.68/2, admeasuring 1 Acre, totally measuring to an extent of 28 Acres 16 ½ Guntas, all are situated at Kodathi Village, Varthur Hobli, Bangalore East Taluk, Bangalore Urban District, which are morefully described in the schedule hereunder written and hereinafter referred to as 'Schedule -A Property'.
- 2. The Schedule-A Property has been included in the proposed notification for acquisition by the Bangalore Development Authority for formation of Kyasamballi Changalaraya Reddy Layout vide its Publication dated 04.09.2007 and in view of the same the First Party/Confirming Party herein have approached the Second Party herein and offered portion of lands bearing Sy.No.64/1, admeasuring 8 Acres 21 Guntas, Sy.No.64/2, admeasuring 2 Acres 13 Guntas, Sy.No.65/1, admeasuring 15 Guntas, Sy.No.65/2, admeasuring 8 Acres 1½ Guntas, Sy.No.68/1, admeasuring 25 Guntas and Sy.No.68/2, admeasuring 1 Acre, totally measuring to an extent of 20 Acres 35 ½ Guntas carved out of Schedule-A Property, i.e. Schedule -B Property for joint development of the same into a residential villa project and Second Party herein has agreed to get the Schedule-A Property de-notified/deleted from its acquisition proceedings, and in view of the same, the First Party/Confirming Party and the Second Party have

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For SHRESHTA INFRA PROJECTS PVT. LTD.

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mutually discussed the terms and conditions of development and accordingly, the parties herein have entered into a Joint Development Agreement on 02.06.2012 in respect of portion of lands bearing Sy.No.64/1, admeasuring 8 Acres 21 Guntas, Sy.No.64/2, admeasuring 2 Acres 13 Guntas, Sy.No.65/1, admeasuring 15 Guntas, Sy.No.65/2, admeasuring 8 Acres 1 ½ Guntas, Sy.No.68/1, admeasuring 25 Guntas and Sy.No.68/2, admeasuring 1 Acre, totally measuring to an extent of 20 Acres 35 ½ Guntas carved out of Schedule-A Property i.e. Schedule-B Property and have negotiated certain additional terms and conditions with regard to the de-notification/deletion of Schedule-A Property and also other terms and conditions and therefore the parties herein are desirous of recording the same in this Supplementary Agreement.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1 That in pursuance of the foregoing and subject to the mutual discussions undertaken by the Owner/Confirming Party and the Developer, the Owner/Confirming Party and the Developer hereby agree to adhere to certain terms and conditions in addition to the terms stated in the Joint Development Agreement dated 02.06.2012 ("JDA") executed between the parties herein with respect to the Schedule-A Property morefully described in the schedule below as contained herein.
- The Second Party herein shall, in consultation with the Owner/Confirming
 Party, get the Schedule-A Property (if required) de-notified/deleted from
 its acquisition proceedings within 16 months from the date of signing of
 this Supplementary Agreement provided that, in respect of all matters

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FOR SHRESHTA INFRA PROJECTS FVY. LTD.

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relating to the de-notification/deletion of the Schedule-C Property, the Second Party shall obtain prior approval of the Owner/Confirming Party.

- The Second Party herein shall bear and pay the expenses to be incurred for the said de-notification/deletion process in respect of portion of lands ad measuring 20 Acres 35 ½ Guntas in Schedule-A Property i.e. Schedule-B Property.
- 4. Subject to Clause 14 below, the First Party/Confirming Party herein shall bear and pay to the Second Party, the expenses and miscellaneous expenses actually incurred for the said proposed de-notification/deletion from the acquisition in respect of the land admeasuring 7 Acres 21 Guntas in Sy.No.68/1, i.e. Schedule-C Property, carved out of Schedule-A Property and the said expenses shall be paid by the Owner/Confirming Party to the Second Party/Developer along with the Refundable Security Deposit of Rs. 3,00,000,00/- (Rupces Three Crores Only) at the time of the Second Party handing over possession of Owner's/Confirming Party's share of villas as per the terms of the JDA either by way of cheque or, at the Owner's/Confirming Party's sole discretion, the same shall be recovered by selling the Owner's/Confirming Party's share of villas as per the terms of the JDA to the extent required.
- After such de-notification/deletion of entire Schedule-A Property, within 16 months as aforesaid, the Second Party herein shall start/commence the developmental activities in respect of Schedule-B Property, as per the terms and conditions mentioned in the JDA.

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FOR SHRESHTA INFRA PROJECTS PVT. LTD.

- 6. The Second Party/Developer herein shall make an attempt to achieve 58% sital area out of the total extent in the Schedule-B Property and the Second. Party/Developer herein shall also make an attempt to build 0.9 times in the above said 58% of the achieved sital area and the same shall be shared between the First Party/Confirming Party and the Second Party/Developer herein at the ratio of 30:70, i.e. 30% to the Owner/Confirming Farty and 70% to the Developer respectively.
- 7. The First Party/Confirming Party and the Second Party/Developer herein have agreed that, after de-notification/deletion of the entire Schedulc-A Property, the Second Party herein shall form a 50 feet wide access road to the Schedule -B Property, consisting of 25 feet wide access road carved out of Schedule-B Property and another 25 feet wide access road carved out of the lands retained by the Owner/Confirming Party herein i.e. in Schedule-C Property and the entire cost to be incurred towards formation of 50 feet wide access road shall be incurred by the Second Party only. The aforesaid 50 feet wide access road shall be accessible to the Developer/intending purchaser/s of villas in the Schedule-B Property and owner/s and occupants of Schedule -C Property. The Second Party/ Developer herein shall put up the compound wall to the Schedule -A Property at its cost.
- The Second Party herein has agreed that, if the Second Party itself identifies the purchaser/s of Owner's/Confirming Party's share of villa/s to be constructed in the Schedule-B Property as per the terms of the JDA, the Second Party/Developer herein shall not be entitled for any brokerage or commission in respect of the same.

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FOR SHRESHTA INFRA PROJECTS PVT. LTD.

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- 9. The Second Party/Developer herein assures to the First Party/Confirming Party herein, that the selling price of the villa/s of the Owner's area/share, after the project is completed, shall not be less than Rs.3500/- per square foot for plot area and Rs.2600/- per square foot for built up area.
- 10. The stamp duty and the registration fees for registration of the JDA shall be paid/ borne solely by the Second Party/Developer herein.
- 11. Subject to the terms of the JDA, in view of the common access road mentioned in point number 7 above, the parties herein have mutually agreed that, if the Second Party/Developer herein gets and includes the lands on joint development basis on the southern side or to the Western side to the Schedule-B Property or in future procures any lands in the name of the Second Party herein/nominee/s of the Second Party herein on the southern side and western side of the Schedule-B Property and includes with the Schedule-B Property, then the Second Party/Developer herein is at liberty to develop such lands along with the Schedule-B Property as per the terms to be agreed mutually between the Owner/Confirming Party and the Developer.
- 12. Before commencement of developmental activities in the Schedule-B Property, the Second Party/Developer herein shall give prior intimation to the First Party/Confirming Party to enable them to cut the standing trees or harvest the standing crops, if any, in the Schedule-B Property. After receipt of the intimation by the Second Party/Developer herein, the First Party/Confirming Party herein shall, immediately after receipt of intimation as aforesaid, procure the cutting of the standing trees and/or

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For SHRESHTA INFRA PROJECTS BYT. LTD.

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harvest the standing crops, to enable the Second Party/Developer herein to commence the developmental work in the Schedule -B Property.

- 13. The Second Party or the Developer herein shall provide clubhouse of approximately 25,000 square feet of built up area to be developed in the Schedule-B Property.
- 14. In the event that the Second Party herein for any reason beyond the reasonable control of the Second Party, fails/unable to get the Schedule-A Property de-notified/deleted from its proposed acquisition proceedings and obtain the building development plan and sanctioned plan from the concerned jurisdictional planning authority within 24 (twenty four) months from the date of signing of this Supplementary Agreement, in such an event the JDA shall stand terminated and the consequences of such termination shall be as per the terms of the JDA and further the First Party/Confirming Party herein shall refund the security deposit of Rs.3,00,00,000/- to the Second Party herein. Further, upon such termination, the Owner/Confirming Party shall also pay the amounts actually incurred by the Second Party in terms of the Clause 4 above for the de-notification/deletion up to a maximum amount of Rs. 2,00,00,000 (Rupees Two Crores Only).
- 15. If the First Party/Confirming Party herein opt/decide to develop the retained portion of Schedule-C Property into residential villas project, in such an event the Second Party/Developer herein has agreed to provide to use the club house facilities to be provided in the Schedule-B Property, to such purchaser/s of villa or leasers of the residential villa/s in the

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For SHRESHTA INFRA HRQUECTS, PAT. LTD.

DIRECTO

Schedule-C Property, subject to the payment of subscription/membership fees as may be prescribed/specified by the Second Party/Developer herein, with such subscription/membership fees being not more than Rs.3,00,000/- (Rupees Three Lakhs Only) per membership and also provide access to the club house/park and car parking facilities to such club members/guest by road through Schedule-B Property with same privileges and rights including voting rights as club members of Schedule-B Property.

16. This Supplementary Agreement shall be supplemental to the JDA. Accordingly, this Supplementary Agreement shall be read with the JDA and except what is agreed herein all other terms of the aforesaid JDA shall remain in force as they are.

SCHEDULE -A PROPERTY (LARGER PROPERTY)

All that piece and parcel of the undeveloped converted properties bearing portion of Sy.No.64/1, admeasuring 8 Acres 21 Guntas, portion of Sy.No.64/2, admeasuring 2 Acres 13 Guntas, Sy.No.65/1, admeasuring 15 Guntas, Sy.No.65/2, admeasuring 8 Acres 1½ Guntas, Sy.No.68/1, admeasuring 8 Acres 6 Guntas and Sy.No.68/2, admeasuring 1 Acre, totally measuring to an extent of 28 Acres 16½ Guntas, all are situated at Kodathi Village, Validas, Hobli, Bangalore East Taluk, (Formerly Bangalore South Taluk) and bounded on;

East by

: Land belonging to Government Scriculture Department;

West by

: Land belonging to Sri. M.G.Dattatreaya

North by

: Road

South by

: Gattahalli Village Boundary

Mohapuda

m. rv. Ramola

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For SHRESHTA INFRA PROJECTS, PAT. LTD.

DIRECTO

5CHEDULE -B PROPERTY

(OFFERED FOR JOINT DEVELOPMENT)

All that piece and parcel of the undeveloped converted properties bearing portion of Sy.No.64/1, admeasuring 8 Acres 21 Guntas, portion of Sy.No.64/2, admeasuring 2 Acres 13 Guntas, Sy.No.65/1, admeasuring 15 Guntas, Sy.No.65/2, admeasuring 8 Acres 1 1/4 Guntas, Sy.No.68/1, admeasuring 25 Guntas and Sy.No.68/2, admeasuring 1 Acre, totally measuring to an extent of 20 -Acres 35 1/2 Guntas, all are situated at Kodathi Village, Vastinus Hobli, Bangalore East Taluk, (Formerly Bangalore South Taluk) and bounded on;

East by

: Land belonging to Government Scriculture Department

and Schedule -C Property

West by

: Lands belonging to Sri. M.G.Dattatreva

North by

: Road and

South by

: Gattahalli Village Boundary

SCHEDULE -C PROPERTY

(RETAINED BY FIRST PARTY/CONFIRMING PARTY)

All that piece and parcel of the undeveloped converted land bearing Sy.No.68/1, admeasuring 7 Acres 21 Guntas, situated at Kodathi Village, Vaithou Hobbi, Bangalore East Taltik, carved out of Schedule -A Property (Formerly Bangalore SouthTaluk) and bounded on:

East by

: Land belonging to Government Sericulture Department

West by

: Portion of Sy. No. 68/1 in Schedule - B Property

North by

: Road

South by

: Land bearing Sy.No.Sy.No.68/2.

m.N.Ramola.

For SHRESHTA INFRA PROJECTS PVT. LTD.

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

WITNESSES:

Madohala. 10
10. Vittal Maleya Road
Bengalul u- 01

SHANKAR G. H. 10. Vittel mallya Road Boughlase,

For M/s. SHRESHTA INFRA PROJECTS PRIVATE LIMITED

DEVELOPER

MIN Ramola.

CONFIRMING PARTY

1175/16-13

BHG (U)-VRT. 6/1-75 12012-18 /1-20-6



INDIA NON JUDICIAL Government of Karnataka

e-Stamp



Certificate lasued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Pard By

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Article 12 Bond

AGREEMENT

SHEESHTA INFEA PROJECTS PRIVATE LIMITED

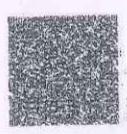
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SHRESHTA INFRA PROJECTS PRIVATE LIVITED

(Two Hundred only)

Authorized Signatory For 7%: List priore Advocates* Parative Society Ltd.

ORIGINAL



EASEMENT AGREEMENT

This essement agreement ("Agreement") is executed on Second Day of June Two Thousand Twelve (02.06.2012):

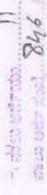
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FOR SHRESHTA INFRA PROJECTS PUT LTD.

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BY AND BETWEEN:

- MR. M.G. NAGENDRA, aged about 65 years, 5/o Late Sri. M.L. Gopala Setty.
- SMT. M.N.RAMOLA. aged about 59 years. W/o Sri. M.G.Nagendra,
- MR SUNIL N. Mysore aged about 38 years, 5/o Sri. M.G. Nagendra.

all residing at No. 9, 150 Cross, 6th Phase, J.P. Nagar. Bangalore - 560 078 (hereinafter collectively referred to as the "Owners", which expression shall mean and include their respective successors, executors, he're, administrators and any successors-in-title to the Owners' Property (defined below)) of the ONE PART:

AND

M/s SHRESHTA INFRA PROJECTS PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No.10, Vittal Mallya Road, Bangalore - 560001 (hereinafter referred to as the 'Developer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, assigns and any successors-in-title to the Developer's Premises (defined below)), represented by its director Mr. B.M.Karunesh of the OTHER PARI.

(The Owners and the Developer shall be benefinafter collectively referred to as the "Parties" and individually as a "Party")

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m. W. Ramola

- ALMERICA MEDA SON U

For SHRESHTA INFRA PROJECTS PVT. LTD.

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	MN.Dameta W.o. M.G. Vagundio (auto debt)			m N. Ramelo
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terres de la An**ologo** de Reserva de la Sano esq

WHEREAS:

- A. Mr. M. G. Nagendra (one of the Owners referred to above), being the sole and absolute owner of all the piece and parcel of residentially converted and bearing survey most portion of 64/1, portion of 64/2, 65/1, 65/2, 68/1 and 68/2, totally measuring to an extent of 20 arres 35 % guntas, situated at Kodathi Village, Varthur Hobii, Eangalore East Faluk, Bengalore Urban District, more particularly described in Schedule-A herounder ("Property"), has executed a joint development agreement dated 02.06.2012, inter aim, with the Developer ("JDA") in terms of which the Developer is to develop villas and other related infrastructure on the Property ("Project") as por the terms thereof.
- B. Mr. M. G. Nagendra (one of the Owners referred to above) is also the sole and absolute owner of all the piece and parcel of residentially converted land bearing portion of survey no. 68/1, measuring to an extent of 7 acres 21 guntas, out of total extent of 8 Acres 6 Guntus in survey no. 68/1 situated at Kodathi Village, Varibur Hobii, Bangalore East Taluk, Bangalore Urban District, more particularly described in Schedule-B bereunder ("Owners' Property").
- C. As per the terms of the JDA. (i) Mr. M.G. Nagendra is required to provide a certain portion of the Owners' Property being 25 (twenty five) feet wide as demarcated in the sketch attached hereto as Schedule-C ("Owners' Premises") for the purpose of development of an access road and (ii) the Developer is required to provide a certain portion of the Property, which has been offered for foint development, as per the terms of the JDA and abutting the Owners' Premises, being 25 (twenty five) feet wide as demarcated in the sketch attached hereto as <u>Schedule-C</u> ("Developer's Premises") for the purpose of development.

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mini Ramola.

For SHRESHTA SIFRA PROJECTS PVT. LTD.

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1 जर हाजुंडे : जामाजीका Secold VRT - 0.1175-2012-13 enn Intra-decod VRT - 154 de 200 975-3 04-06-2012 पंतरी ही सामाजीका कार्य (प्राप्त कर प्रमुख्या के के प्राप्त के प्रमुख्य के (प्राप्त कर)

fieldined and Deversion by C-DAC, ACTs, Pune

of an access road. (The Owners' Premises and the Developer's Premises are hereinafter collectively referred to as the "Premises")

- D. The Parties have agreed that all costs in respect of the construction, development and maintenance of the access road on the Premises ("Access Road") shall be burne solely by the Developer. The Access Road is to be used to access the Property, the Project and the Owners' Property.
- E. Accordingly, this Agreement is being executed by the Parties to define the terms of the easementary rights granted by each Party to the other Party.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

GRANT OF RIGHTS

In consideration of the provision of the Owners' Premises by the Owners for the purpose of the development of the Access Road, the Developer hereby grants to the Owners, any other owner, user, visitor or occupant of the Owners' Property (or any part thereof) and the portion of the Project falling to the share of the Owners as per the terms of the JDA and any person/s claiming through or under the Owners (including any person/s authorized by the Owners) ("Owners' Grantees"), an irrevocable and easementary right to use the Access Road as comprised in the Developer's Premises in perpetuity for accessing the Project, the Property and/or the Owners' Property. In consideration of the provision of the Developer's Premises by the Developer for the purpose of the development of the Access Road, the Owners hereby grant to the Developer, its directors, employees, agents, representatives, any person/s claiming through or under the Developer, any other person/s authorized by the Developer and any other

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m. N. Ramola.

For SHRESHTA INFRA PROJECTS BYT, LTD.

Switzmore

DIRECTOR

74600 mar front 216 12017-180 9X

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ಶ್ರೀ M/s. Spreshto 'ninc Projects Private Limited Rep by its Director 6.M Karunesh Rep by his PA Holder Kiran Kumar. 9. . ಇವರು 200.00 ರೋಪಯಗಳನ್ನು ನಿಗಡಿತ ಮುದ್ಧಾಂಕ ಕೆಲ್ಕವಾಗಿ ಶಾಮಾನಿಕರನ್ನು ಪೂತಕರಸಭಾಗಿದೆ

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Designed and Developed by C-DAC ACIS PLAC.

cwner/s, user or occupant/s of the portion of the Project falling to the share of the Developer as per the terms of the JDA ("Developer's Grantees"), an irrevocable and easementary right to use the Access Road comprised in the Owners' Premises in perperuity for accessing the Project and/or the Property.

- The Owners hereby Irrevocably grant in favour of the Developer's Grantses the 1.2 right to, at the Developer's Grantees' cost and expense, (a) develop the Access Road for providing access to the Owners' Property, the Property and the Project, (b) install and maintain an infrastructure route for power, water and fiber along the Access Road, (c) maintain/replace the Access Road and any of the infrastructure installed along the Access Road, twenty four hours a day, seven days a week, and (d) to install additional utilities along the Access Road.
- The rights granted under Clauses 1.1 and 1.2 above with respect to the Access 1.3 Road shall run with and bird the Property and the Owners' Property respectively and each and every part thereof into whose ever hands the same may come. Notwithstanding anything to the contrary contained in this Agreement or the JDA, in the event that the JDA is terminated prior to completion of the Project as per the terms of the JDA, this Agreement shall stand terminated and the Parties shall forthwith take all steps necessary (including execution and registration of a release deed) for terminating the rights granted hereunder.

COVENANTS OF THE OWNERS

The Owners hereby represent, warrant and covenant with the other Party than

Mr. M.G. Nagendra is the absolute owner of the Owners' Property (including the Owners' Premises) and has the authority to irrevocably grant, in favour of the Developer's Grantees, the right to use the Owners'

Mpagluda m.W. Ramola.

FOR SHRESHTA INFRA PROJECTS PVT. LTD.

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ಶ್ರೀ ಸತ್ತೀವಾತಿ M/s. Shreshta Infra Projects Ptyata Limited Rep by its Director 8.M Karunesh Rep by his PA Holder Kran Kumar.P. . ಇವರು 500.00 ಯೂನಾಯಗಳನ್ನು ನಿಗಧಿತ ಮಾಡ್ರಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿತಿಯವರನ್ನು ಪ್ರತಿಕರಿಸಲಾಗಿತೆ

हुने : वर्डकर वे ठाकावर : 54/05/2012

क्षेत्रक क्षेत्रक स्टब्स्ट स्टब्स्ट क्षेत्रक क्षेत

Designer and Doveloped by C-DAC_ACTS Pine.

Premises for the Access Road in perpetuity in the manner contemplated in this Agreement and confirm that the Owners have not done or suffered any act, deed or thing whereby the Owners' Premises or the Access Road is encumbered, affected or impeached in estate, title or otherwise.

- (b) They have not done, committed or omitted to do any act, deed, matter or thing whereby the right to own, hold, use or occupy the Owners' Premises or to confer rights of permanent use to the Developer's Grantees is or can be forfeited, extinguished or rendered void or voidable.
- (c) They have not created and will not create any mortgage, charge, lease, lien or any other encumbrances or any third party interest in any manner whatsoever in respect of the Owners' Premises or any portion thereof and the Owners' Premises is not subject to any third party claim, ilen charge or encumbrances or any orders, decrees, injunctions or other process issued by any Court of law or governmental authority restraining the Owners from executing this Agreement or affecting their right to execute this Agreement.
- (d) The Developer's Grantees and the Owners' Grantees and their respective visitors, employees, directors, officers, agents, contractors or vendors shall be entitled to right of way over the Access Road comprised in the Owners' Premises and have unhindered use of the Access Road comprised in the Owners' Premises as per the terms hereof.
- (e) The said right of way over the Owner's Premises in relation to the Access Road shall be appurement to and annexed to the Owners' Property and shall run with the Owners' Property in perpetuity.

Improjende m. N. Ramola.

For SHRESHTA INFRA PROJECTS PYT, LTD.

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- (f) The Developer's Granters and the Owners Grantees shall have unlimited and unfindered access to the Access Road comprised in the Owners' Premises for accessing the Owners' Property and the Property, 24 hours a day, 365 days a year, in perpetuity as per the terms hereof.
- (g) All the rates, taxes, assessments, dues, levies and outgoings whatsoever with respect to the Owners Promises have been paid till date. It is clarified that, from the date hereof, all rates, taxes, assessments, dues, levies and outgoings whatsoever with respect to the Owners Premises shall be the liability/responsibility of the Owners Graniees.
- (b) The Owners agree to take all steps necessary to give effect to the terms of this Agreement.

COVENANTS OF THE DEVELOPER

3.

The Developer hereby represents, warrants and covenants with the Owners that

- (a) It has, in accordance with the terms of the JDA, the development rights in respect of the Property and the authority to irrevocably grant, in favour of the Owners' Grantees, the right to use the Access Road comprised in the Developer's Premises in perpetuity in the manner contemplated in this Agreement. The Developer shall not, and shall ensure that the Developer's Grantees do not, do any act, deed or thing whereby the Developer's Premises or the Access Road is encumbered, affected or impeached in estate, title or otherwise.
- (b) It shall not, and shall ensure that the Developer's Grantees do not, create any mortgage, charge, lease, lien or any other encumbrances or any third party interest in any manner whatsoever in respect of the Developer's Premises (or any portion thereof) and the Access Road, norwithstanding anything to the contrary contained in the JDA.

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m. N. Ramola.

For SHRESHTA INFRA PROJECTS PVT. LTD.

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- (c) The Developer's Grantees and the Owners' Grantees and their respective visitors, employees, directors, officers, agents, contractors or vendors shall be entitled to right of way over the Access Road comprised in the Developer's Premises and have unhindered use of the Access Road comprised in the Developer's Premises as per the terms beconf.
- (d) The said right of way over the Developer's Premises in relation to the Access Road shall be appurtenant to and annexed to the Property and shall run with the Property in perpetuity as per the terms hereof.
- (e) The Developer's Grantees and the Owners' Grantees shall have unlimited access and unbindered access to the Access Road comprised in the Developer's Premises for accessing the Owners' Property and the Property, 24 hours a day, 365 days a year, in perpetuity.
- (f) The Developer shall, and shall ensure that the Developer's Grantees shall, bear all the rates, taxes, assessments, dues, levies and outgoings whatsoever with respect to the Developer's Premises.
- (a) The Developer agrees to take all steps necessary to give effect to the terms of this Agreement.
- (h) If the Owners herein opt/decide to develop the Owners Property' after leaving the Owners' Premises as part of the access road, into a residential project, in such an event the Developer herein has agreed to provide the use of the club house facilities provided in the Property, to such purchaser/s or villa leasers of the residential project in the Owners' Property, subject to the payment of subscription/membership fees as may be prescribed/specified by the Developer herein, with such subscription/membership fees being not more than Rs.3.00.000/ (Rupces Three Lakhs Only) per membership and the Developer shall also provide.

Makendra

m.N. Ramola.

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For SHREGITA INFRA PROJECTS PVI. LTD.

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access to the club house/park and car perking facilities to such club members/guest by road through Property with same privileges and rights including voting rights as club members of Property.

4. INDEMNITY

- (a) The Owners hereby covenant that they shall keep the Developer's Grantees indemnified from and against all actions, suits and proceedings, claims, demands, fines, losses, penalties, costs, charges, expenses, damages and/or other liabilities of whotsoever nature made or suffered or incurred by or caused to be imposed or levied on the Developer's Grantees by reason or virtue of any defect or alleged defect in the title of the Owners to the Owners' Premises or any part thereof.
- (b) The Developer hereby covenants that it shall, and shall ensure that the Developer's Grantees shall always keep the Owners' Grantees indemnified from and against all actions, suits and proceedings, claims, demands, fines, losses, ponalties, costs, charges, expenses, damages and/or other liabilities of whatsoever nature made or suffered or incurred by or caused to be imposed or levied on the Owners' Grantees due to breach of any of the terms of this Agreement by the Developer's Grantees.

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m. N. Rampla.

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For SHRUSHTA INFEA PROJECTS BVT. LTD.

DIFFEREN

BREACH 5.

In the event of any Party committing a detault of any of the terms of this Agreement, the non-defaulting Party shall be entitled to specifically enforce the same and also claim damages for the loss and inconvenience caused.

GOVERNING LAW, TURISDICTION AND DISPUTE RESOLUTION 6

- This Agreement shall be governed by and construed in accordance with the laws 61 of India. Subject to and without projudice to this Clause 6, each Party agrees that the courts at Bangalore shall have the supervisory jurisdiction to settle any claim or matter arising under this Agreement.
- If any dispute arises amongst Parties hereto during the subsistence of this 6.2 Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the Parties shall endeavour to settle such dispute amicably.
- In the case of failure by the Parties to resolve the dispute in the manner set out 6.3 above within 45 (forty five) days from the date when the dispute arose (or such longer period as the Parties may agree to in writing), the dispute shall be referred to a sole arbitrator to be appointed jointly by the Developer and the Owners. The hearings of the arbitrator shall be held in Bangalore under provisions of the Arbitration and Conciliation Act, 1996 The proceedings of the arbitration shall be conducted in the English language. The costs and expenses of the arbitration, including, reasonable tees of the arbitration and the fees of the arbitrator, shall be borne by the Parties in the manner decided by the arbitrator.
- Each Party shall co-operate in good faith to expedite, to the maximum extent 6.4 practicable, the conduct of any arbitral proceedings commenced under this Agreement

Maguda

mir Ramola.

FOR SHRESHTA INFRA PROJECTS PVT LTD.

- 6.5 The award passed by the arbitrator shall be substantiated in writing and the Parties shall submit to the arbitrator's award, which shall be enforceable in any competent court of law.
- 7. MISCELLANEOUS
- 7.1 Amendments

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No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereto shall be valid or binding unless made in writing and duly executed by all the Parties.

7.2 Entirety
This Agreement (along with the JDA) constitutes the entire agreement between
the Parties with respect to the subject matter hereof to the exclusion of all other
understandings and assurances, either written or oral.

7.3 Counterparts and Stamp Duty
This Agreement has been executed and registered in duplicate, each of which shall be deemed to be an original, and shall become effective when the Parties have signed all the sets. The Developer shall retain the stamped copy of this Agreement. The stamp duty and registration charges payable in respect of this Agreement shall be borne solely by the Developer.

7.4 Assignment The rights under this Agreement shall be deemed to be assigned in favour of any successor-in title to the Property (or any part thereof) and the Owners' Property (or any part thereof), as applicable

phalmera

m. W. Ramola.

For SHRESHTA INFRA PROJECTS/PVT. LTD.

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.Mr. B M Karunesh, has authorised McP Kirzn Kumar, S/o.Late.Mr.Prabbakar Rao, under registered Power of Attorney dated 25.01.2005, as document No.962/2005-06 stured in CD No. BASD208 registered in the office of Sub Registrar, Bangalore South Taluk, Bangalore, to represent him, before the Jurisdictional Sub-Registrar's office and to perform the registration formalities.

SCHEDULE-A: DETAILS OF THE PROPERTY

All that piece and parcel of the undeveloped converted properties bearing portion of Sy.No.64/1, admeasuring 8 Acres 21 Guntas, portion of Sy.No.64/2, admeasuring 2 Acres 13 Guntas, Sy.No.65/1 admeasuring 15 Guntas, Sy.No.65/2 admeasuring 8 Acres 1.14 Guntas, Sy.No.68/1, admeasuring 25 Guntas and Sy.No.68/2, admeasuring 1 Acre, totally measuring to an extent of 20 Acres 35 1/4 Guntas, all are situated at Kodathi Village, Vin Dam Hobli, Bangalore East Taluk, (Formerly Bangalore South Taluk) and bounded on:

East by

; Land belonging to Government Sericulture Department and

Schedule -8 Property

West by

: Lands belonging to Sri. M.G.Dattatreya

North by

: Road: and

South by

; Gattahal i Village Boundary

hyprayendra m.n. Ramola.

FO' SHRESHTA INFRA PROJECTS PVT. LTD.

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SCHEDULE-B: DETAILS OF THE OWNERS' PROPERTY

All that piece and parcel of the undeveloped converted land bearing Sy.No.68/1, admeasuring 7 Acres 21 Guntas, situated at Kodathi Village, Vastina Hobli, Bangalore Fast Taluk, carved out of Schedule - A Property (Formerly Bangalore SouthTaluk) and bounded or;

East by

: Land belonging to Government Scriculture Department

West by

: Portion of Sy.No.68/1 in Schedule - A Property

North by

: Road

South by

: Sy No. No.68/2 in Schedule - A Property.

Majuda

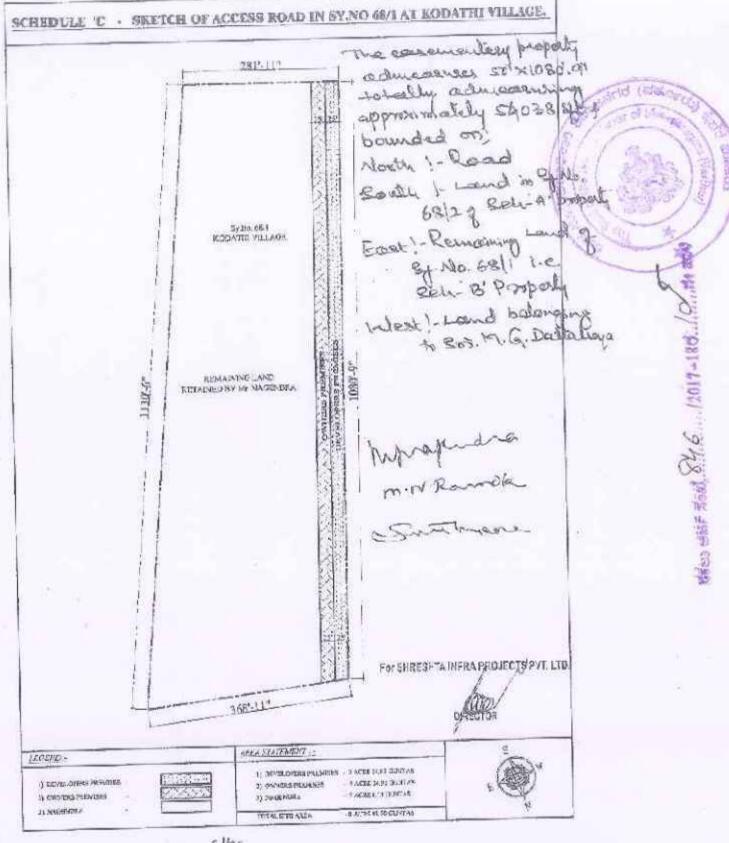
m. N. Ramola

5 Sundman

For SHRESHTA INFRA PROJECTS PYT. LTD.

/

BNG (U)-VRT. 12012-13 / 9-39



23.



REC - OF & 1-1/2 Transport of 18/-00-9 &

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BY THE OWNERS

Mojuda

1 MR, M.G. NAGENDRA

M.N. Ramola.

2 SMT. M.N.RAMOLA

Lister Timpere

3. MR. SUNIL N. MYSORE

Witnessed by:

1 Paromath

Name Procures C. Hasewall

Address No. 10, V.M. Rocad

Daugalore-01

BY THE DEVELOPER THROUGH ITS AUTHORISED SIGNATORY

For SHRESHTA INFRA PROJECTS PVT LTD.

Name: B.M.Karunosh

Designation: Director

yes ton

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B. Uma Stumber

Name: B. UMA-SHANKAL

Address: No. 10. V- M. Round

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SERVIT OF JAMES

CERTIFICATE

Certified that a sum of Rs. lo (in words Rs.....only) In cash has been remitted by SmuSri..... R/o. Box Towards Stamp Duty

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Secret ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ವರ್ತೂರು, ಬೆಂಗಳೂರು ನಗರ ಜಿಲ್ಲೆ

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NO. C



ನಮೂನೆ Form No - 6



ह्याहा असे स्टेस्टर हो GOVERNMENT OF KARNATAKA ಜನನ ಮತ್ತು ಮರಣಗಳ ಮುಖ್ಯ ರಿಜಿಸ್ಯಾರರು Chief Registrar of Birth and Death





ಮರಣ ಪ್ರಮಾಣ ಪತ್ರ

(ಜ.ಮ.ಮೋ. ಆಧಿನಿಯಮ, 1969ರ 12/17 ನಯ ಪ್ರಕರಣ ಹಾಗೂ ಕ.ಜ.ಮ.ನ್ನೂ ನಿರುಮಗಳು, 1999ರ ನಿಯಮ ಕ/13 ರ ಮೇಲೆಗೆ ಕೊಡಲಾಯಿ

DEATH CERTIFICATE

Issued under Section 12/17 of the RBD Act, 1969 and Rule 8/13 of the KRBD Rules, 1999) ಈ ಕೆಳಕಂಡ ವಿವರಣೆಯನ್ನು ಕರ್ನಾಟಕ ರಾಜ್ಯದ ಬೆಂಗಳೂರು ಜಿಲ್ಲೆಯ, ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆಯ ರಿಚಿಸ್ಪರಿನಲ್ಲಿರುವ ಮರಣ ಸಂಬಂಧವಾದ ಮೂಲ ದಾಖಲೆಯಿಂದ ತೆಗೆದುಕೊಳ್ಳಲಾಗಿದೆಯೆಂದು ಪ್ರಮಾಣೀಕರಿಸಲಾಗಿದೆ.

This is to certify that the following information has been taken from the original record of death which is in the register of Bruhat Bangalore Mahanagara Palike, Bangalore District of Karnataka State.

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12	DONE	35

Viene

M C Nagendra

ಮರಣದ ದಿನಾಂಕ

12/07/2016

Date of Death

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Name of Mother

ಮರಣದ ಸಮಯದಲ್ಲಿ ಮೃತರ ವಿಳಾನ:

Address of deceased at the time of death:

No.9, 15th Cross, 6th Phase, J P. Nagar, Bangalore-560078

BOM/0/2016/00250/001040

ಆಸನ ಮರಣ ನೋಂದಣೆ ಕಿಪಾನ ಹೊಮ್ಮ ನಕ್ಕಲ್ಲ ವಲಯ,

9) ನೋಂದಡೆ ಸಂಖ್ಯೆ:

Registration No.:

11) ස්පා(ශ්ෂක්කස්රා ඉස්ලි)

Remarks(if any)

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Signature of Issuing Authority

Oorl Sex

4) ಮರಣದ ಸಳ

No.9, 15th Cross, 6th Phase J P Nuger, Bungalore-560078

Place of Death

ತಂದಯ/ಗಂಡನ ಹಸರು

Name of Father / Husband

S/o M L Gopala Setty

riog)

Male

8) ಮೈತರ ಖಾಯಂ ವಿಳಾಸ

Permanent address of the deceased:

Same As Above

10) ನೋಂದಡೆ ಶಾರೀಖು

25/07/2016

Date of Registration:

12) ಪ್ರಮಾಣಪತ್ರ ನೀಡಿದ

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Dage of Issue

28/07/2016

14) ಪ್ರಮಾಣ ಪತ್ರ ಕೊಡುವ

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Address of the issuing

authority





##.00.å. ಬೆರಗಳೂರು ಮೊಹದರು / Seal :

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"Ensure registration of every birth and death."

ක්ෂියාල සක්ෂකයේ විවේරාල් ක්රමක් පාරමණ්ම හදී හම්පරහ්තිමෙන්ක්රම්ල, සුපරක 17(1) ප ස්වරයාජ ස්වෛ No disclosure shall be made of particulars regarding the cause of death as entent in the Register. See proviso to Section 17 (1)



BK/11/550 8015-16 BNG/UJJNH-550 JRV15-2016/EMI Page)-1/4

E/3/16

LAST WILL AND TESTAMENT

This is the LAST WILL AND TESTAMENT of M.G.Nagendra, S/o Late M.L. Gopala Setty, currently aged 68 years, residing at No. 9, 15th Cross, 6th Phase, J.P.Nagar, Bengaluru-560 078. I do hereby declare this to be my last and final Will in respect of all my assets and liabilities. I hereby revoke the will executed and registered by me on 25.08.2014 at Jayanagar, Bengaluru Sub-Registrar's Office. I am making this WILL while in a sound state of mind and body, to provide my wife and son, benefits and bequeaths of my assets and liabilities.

- I have a wife by name M.N. Ramola and a son by name Sunil Nagendra Mysore. Sunil is married to Jyothsna S. Mysore and they have a son by name Sunoj Mysore and a daughter by name Soha Mysore. Hereinafter they shall be referred to as Ramola, Sunil, Jyothsna, Sunoj and Soha.
- I have assets that are both moveable and immoveable.
- The assets that I bequeath to my wife Ramola are as follows:
- (a) Balance in Savings Bank Accounts at:
 - Kotak Mahindra Bank, Jayanagar Branch, Bengaluru, numbered 165210017762
 - SBI, Jayanagar 2nd Block Branch, Bengaluru, numbered 10386405356
 - iii) Central Bank of India, Sarakki Branch, Bengaluru, numbered 3009324877 (HUF Account)

Arhapendra

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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 (ನಿಯಮ 10-A)

ಶ್ರೀ /ಶ್ರೀಮತಿ M.G.Nagondra , ಇವರು 100.00 ರೂಪಾಯಿಗಳನ್ನು ನೀದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವರನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ		ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ನಿವರ	
ಮುದ್ರಾಂಕ ಶುಲ್ಕ		100.00	Pald by Cash	
	१. ६ शु :	100.00		

ಸ್ಥಳ : ಬಯನಗರ

ದಿನಾಂಕೆ: 05/03/2016

Designed and Developed by C-DAC, ACTS Rune.

Jayanagar Bangalore Oit

- Kotak Mahindra Bank, Ja yanagar Branch, Bengaluru, numbered 160010226631 (HUF Account)
- (b) Shares in Depository Account, cash and shares in Share Trading account as follows:
 - I. M.G.Nagendra, jointly with M.N.Ramola depository account with Client ID 10197500 with ING Vysya Bank (Kotak Mahindra Bank), National Securities Depositories Limited (IN 300610), 69, Ramaiah Complex, Roopena Agrahara, Hosur Road, Bengaluru-560 068.
 - II. M.G.Nagendra, Trading Account #14778 with Share Khan Ltd, Regd. Office: Lodha, 1 Think Technic Campus, 10th Floor, Beta Building, Off JVLR, Mumbai-400 042.
- (c) All shares held by me in the Public Limited Companies as physical shares and not in Demat Form, except those shares specifically mentioned in bequeaths to Sunil.
- (d) Investments in mutual funds and other investments with and through Kotak Mahindra Bank, Jayanagar Branch, Bengaluru or other Mutual Fund Companies.
- (c) All bank FDs under Customer ID #s 471476 and 35888328 at Kotak Mahindra Bank, Jayanagar Branch, Bengaluru, as they may stand at my death except as specifically bequeathed to my son Sunil.
- (f) Two cars, namely a Santro bearing Registration Number KA05-MF-3341 and a Mercedes Benz bearing Registration Number KA05-MH-3200 or the cars that I own at the time of my death.
- (g) Dwelling house along with site, household articles and furniture at site No.9, 15th Cross, 6th Phase, J.P.Nagar, Bangalore-560 078.
- (h) Any outstanding loans given to individuals at the time of my death.

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ONG(U), INF. 550 15015-2018/BK TV Page 4-12

Print Date & Time: 05-03-2016 11:18:59 AM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 550

ಜಯನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕಿ 05-03-2016 ರಂದು 11:12:13 AM ಗೆಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಫೈ
1	ನೋಂದಣೆ ಶುಲ್ಯ	400.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಧೀ	350.00
	અક્ષ ્ટુ :	750,00

ಶ್ರೀ M.G.Nagendra ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

कंद्रेत	ಫೋಟಿಕ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
∌r M.©.Nogendra			Mnofendra

Senior State of the Jayanagar, Bangalere City

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	表示 公	ಸೋಗಿ ೧	ಪಟ್ಟಿಟ್ಟನ ಗುರುಷ	zā _b
	M.G.Nagondra		# 16	
1	(ಬರೆದುಕೋಸಿವವರು)			Moguda

Senior Sull Registrar Jayanagar, Bangologe City



- (i) In a Coffee Estate called Doobla Estate, Herur Village, Megunda Hobli, Koppa Taluk, Chikkamagaluru District, I own Coffee and Areca lands which total up to 83 Acres 32.5 Guntas (83A 33.5G as per Pahani) as under:
 - (a) 35 acres and 15 guntas of coffee and areca plantation, which was inherited by me as my share in the family partition among my father and his sons in the year 1970 (35A 11G excluding 1A 35G kharabh in Sy.No. 194/5 as per Pahani).
 - (b) 8 acres and 29.5 guntas, which were bequeathed to me in her WILL by my deceased mother M.G. Bhagyalakshmi, which is 25% of my mother's holding of 34 acres and 38 guntas in Doobla Estate (8A 38G, i.e. 25% of 35A 32G as per Pahani covered by Sy. Nos. 190, 194/6 and 231 excluding total of 1A 06G of kharab).
 - (c) 50% of 37 acres and 6 guntas, i.e. 18 acres and 23 guntas bequeathed to me in my father late M.L. Gopala Setty's WILL (18A 19.5G, i.e. 50% of 36A 39G excluding 6G kharab as per pahani covered by Sy.Nos. 69, 191, 194/1, 232 and 277).
 - (d) 21 acres and 5 guntas of coffee estate gifted to me by my brother M.G.Jayaram, registered at Koppa, Chikkamagaluru district, as Document No. 781 dated 12.01.2011 (now covered by Sy. No. 194/7).

I hereby bequeath the above mentioned 83 acres and 32.5 guntas (83A 33.5G excluding kharab as per pahani) of coffee and arcca plantations to Ramola.

(4) All the rest and residue assets, whatsoever and wheresoever owned and inherited by me at the time of my demise which are not covered under this WILL, shall devolve upon Ramola.

5(a) I own 28 acres 16.5 guntas of residentially converted land at Kodathi Village, Varthur Hobii, Bangalore East Taluk, Bangalore Urban District, as follows:

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ight Kott	ಕನೆರು ಮತ್ತು ವಿಳಾಸ	7ids
1	Jyothsna S Mysora J P Nagar, Blore	Tyotheral-mysde
2	Gayatri Shantaram Jayanagar, Blore	Gayate Bharlaran

Senior Sull Registrar Jayanagar, Bangaloge City

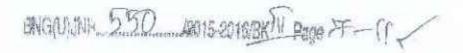


3 ನೇ ಪುಸ್ತಕದ ಚಸ್ತಾವೇಜು ನಂಬರ JAY-3-00550-2015-16 ಆಗಿ ೩.೩. ನಂಬರ JAYD246 ನೇ ದೃರಕ್ಷಿ

ದಿನಾಂಕ 05-03-2016 ರೆಂದು ಸೋಡ್ಡಿದ್ದಾಯಿಸಲಾಗಿದೆ

RACIA CORAS

Designed and Developed by C-DAC, ACIS, Pune



	As per Partition of 15.04.2010	As per pahani after resurvey of Sy.Nos. 64/1 and 64/2 in 2015-16
Survey No.	Extent of Land	Extent of Land
64/1	8 acres 21 guntas	7 acres 03 guntas
64/2	2 acres 13 guntas	3 acres 31 guntas
65/1	0 acres 15 guntas	0 acres 15 guntas
65/2	8 acres 1.5 guntas including 1.5 guntas kharab	8 acres 1.5 guntas including 1.5 guntas Kharab
68/1	8 acres 6 guntas excluding 12.25 guntas kharab	8 acres 6 guntas excluding 12.25 guntas kharab
68/2	1 acre 0 guntas	1 acre 0 guntas

In Survey No. 68/1, LA 10G are carmarked for Road in the JDA with M/s. Shresta Infra Projects Pvt. Ltd. Remaining land in Sy. No.68/1 is 6A 36G. Henceforth, when "remaining land in Sy.No.68/1, is mentioned, it shall mean 6A 36G of land after deducting the land for road.

As per a document registered at Varthur, Bangalore East Taluk, Bangalore Urban District, as No. 1155 dated 02.06.2012, I have entered into a "Joint Development Agreement" (JDA) with M/s. Shresta Infra Projects Pvt. Ltd., to develop the above mentioned land into villas, excluding remaining land in Sy. No. 68/1.

Out of my entitlement of 30% or any other percentage agreed upon by all parties concerned at a date subsequent to this WILL of the total villas in the JDA, 2/3rd of the developed plot/s and along with corresponding villas by square footage basis are hereby bequeathed to my wife Ramola. Ramola and Sunil shall have the right to use all the common facilities including the use of the roads, parks and club house in the above mentioned land. Selection of villas is left to Ramola and Sunil.

After my demise, Ramola and Sunil will automatically replace me in the JDA and GPA executed on 02.06.2012 without execution of a modified JDA

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ENG(U)JNN 550 4015-2016/BK (T Page 9-11

and/or a GPA. The JDA and GPA of 02.06.2012 may be utilized by the Developer M/s. Shresta Infra Projects Pvt Ltd. without executing a fresh JDA and/or GPA. In addition, Ramela and Sunil, along with M/s. Shresta Infra Projects Pvt. Ltd., with unanimous agreement are hereby authorised to make any corrections, changes or modifications as needed in the JDA and the GPA of 02.06.2012.

Taxation on sale of villas shall be borne by the respective recipients of villas. Refundable advance taken by me from M/s. Shreshta Infra Projects Pvt. Ltd. in connection with the JDA shall be refunded to them by Ramola. Out of any advance capital gains tax paid by me or Ramola pertaining to Villas and corresponding sites in the JDA with M/s. Shreshta Infra Projects Pvt. Ltd., Sunil shall pay 1/3rd of such advance tax paid to Ramola, for his portion of the Villas.

In the event, the JDA with M/s. Shresta Infra Projects Pvt. Ltd. fails for any reason and the land is reverted back to me or my estate, Ramola and Sunil are hereby bequeathed 50% each of land out of my entitlement in Sy. Nos. 64/1, 64/2, 65/1, 65/2, 68/1 and 68/2 covering 28 Acres 15 Guntas of Kodathi Village. In such an event to keep, alter, shift or to completely cancel creation of the 50 Feet wide road in Survey No. 68/1 of Kodathi Village and division of the land are left to Ramola and Sunil.

5(b) In Lakkenahally and Bidalur villages (Thyamagondlu Hobli) and Anantapura Village (Sompura Hobli) of Nelamangala Taluk, Bangalore Rural District, I own agricultural lends as follows:

Survey No.	Village	Extent in Acres & Guntas
61/1	Lakkenahalli	1A 13G
62/1	Lakkenahalli	0A 29G
62/2	Lakkenahalli	1A 01G
79 (Part)	Bidalur	3A 26G
1/1	Anantapura	IA 24G
3	Anantapura	3A 01G

Myspendra

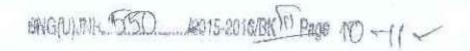


9	Total	42A 25G
7 (Part)	Anantapura	15A 16G
6	Anantapura	4A 26G
5	Anantapura	4A 26G
4	Anantapura	6A 23G

I hereby bequeath 20A and 20G covered by Survey Nos. 1/1, 3,4,5 & 6 of Anantapura Village shown in the chart above to Ramola.

- The assets that I bequeath to my son Sunil are as follows:
- (a) 7500 shares in Karnataka Leasing Co. Ltd., that were bequeathed to me by my father in his WILL.
- (b) FD #137092048172 at ING Vysya Bank Ltd (Kotak Mahindra Bank) dated 27.10.2010.
- [c](i) Balance 1/3rd of villas by square feet basis along with the corresponding land in the J/V with M/s. Shresta Infra Projects Pvt. Ltd. in Sy. Nos. 64/1, 64/2, 65/1, 65/2 and 68/2 of Kodathi Village, Varthur Hobli, Bangalore East Taluk, Bangalore Rural District, as detailed in Clause 5(a) hereinabove.
- (ii) The remaining land in Sy. No. 58/1 of Kodathi Village, more specifically mentioned in Clause 5 (a) hereinabove.
- (d)(i) In his WILL, my deceased brother M.G.Shanth Kumar has bequeathed me one out of eleven portions of land in Sy. No. 74 and 135 (out of a total of about 8 acres 01 guntas) situated in N.S.Palya, Begur Hobli, Bangalore South Taluk. I hereby bequeath my entitlement in this land to Sunil.
 - (ii) In his WILL, my deceased brother M.G.Shanth Kumar has bequeathed me one out of eleven portions of lands bearing Sy. Nos. 53/1, 53/2B, 55/1, 55/2, 55/3, 55/4, 56, portion of 57/1, portion of 57/2, 58/2, measuring in all 22 Acres and 26 Guntas and also an extent of 26470 Sft of industrially converted land in Sy. No. 60/7, all located at Hebbagodi Village, Anskal

byropendra



Taluk, Bangalore District. I hereby bequeath my entitlement of these lands to Sunil.

- (e) Balance of lands shown in item 5(b) herein above namely Survey Nos. 61/1, 62/1, 62/2 of Lakkenahalli village covering 3A 03G, Survey No. 79 covering 3A 26G of Bidaiur Village, Survey No. 7 of Anantapura Village covering 15A 16G in all a total of 22A 05G are hereby bequeathed to Sunil.
- (i) Site in Chikkamagaluru Town as follows: Measuring (55' + 52'6"/2) x (122' + 117'6"/2). It is 55' on the north bounded by Shettar Beedi 52'6" on the south, touching the site belonging to Mrs. Kalpana Govindaraj (grand daughter of my uncle M.L.Keshava Murthy), 122' on the east, adjoining properties of T.S.Satish and K.N.Vidyasagar, 117'6" on the west, adjoining sites belonging to Manjunath and Ambedkar Bhavan.
- 7. My liabilities are as follows:
- (a) Any taxes payable to the Government authorities, to be discharged by Ramola, subject to clause 5(a) hereinabove.
- (b) My share of any liability arising from litigation between my uncle M.L.Nagappa Setty against his brothers shall be discharged by Ramola.
- (c) Any outstanding agricultural loans on my share of Doobla Estate shall be discharged by Ramola. Any other loan outstanding at the time of my demise shall be discharged by Ramola. At the time of writing this WILL, I do not have any loan other than agricultural loans on Doobla estate.
- 8. I am the administrator for my father's WILL. There are shares in public limited companies in physical form as well as Demat form. There is a share D/P a/c for my father's shares operative in the name of Mysore Gopala Nagendra at ING Vysya Bank (Kotak Mahindra Bank) with Client ID # 11080586. There is a trading a/c for the above mentioned reason with Kotak Securities Ltd. with client ID 15263851. Further, there is a savings a/c in this connection with Kotak Mahindra Bank, #160010182804. If these accounts are not closed during my life time for any reason, one of my brothers or nephews shall be my successor administrator by obtaining

Mazendra

authorisation from all my siblings or their legal representatives, Ramola and Sunil.

- 9. In case my wife Ramola predeceases me or dies simultaneously with me, then in that event her proportionate share as mentioned hereinabove shall in its entirety stand automatically, absolutely and unconditionally bequeathed to and develved upon Sunil.
- 10. Sunil and Ramola shall be the Executors of this WILL upon my death. Ramola shall keep all the files, books, documents and other related material of my assets and liabilities for her portion of the bequeath. Sunil shall keep all the documents of his portion of the bequeath. Ramola shall keep overlapping document originals and Sunil shall keep copies. In case there is any difference of opinion between the Executors, the decision of Ramola shall prevail. Ramola and Sunil, each shall pay all costs, expenses including probate duty, Court fees, legal and other anciliary expenses as may be incurred, for their share of bequeath.
- 11. Executors of this WILL shall perform my last rites according to Hindu religion and our family tradition and suitable expenses shall be provided from liquidity in my estate.
- I hereby reserve my right to revoke, alter or modify this will before my death. 12.
- This WILL is self-drafted. Who fund to 13.

IN WITNESS WHEREOF, I the said M.G.Nagendra have signed this LAST WILL AND TESTAMENT ON

WITNESSES:

Signature of the Testator

Myragena

1. Jyothena S. Mysore
No.9, 15therass, 6th Phase, JP Nagor
Bargalose- \$60078

2. Gayalii Shawlaram.
146, I Block East

Pawillion Street.

Bangalore 560011

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GENERAL POWER OF ATTORNEY

(Son to Mother)

THIS GENERAL POWER OF ATTORNEY IS MADE AND EXECUTED ON THIS TWENTY SEVENTH DAY OF FEBRUARY TWO THOUSAND SIXIEEN (27-02-2016) AT BANGALORE.

Mr. SUNOJ MYSORE, aged about 19 years, S/o Mr. Sunil N. Mysore and Mrs. JYOTHSNA S. MYSORE, No. 9, 15th Cross, 6th Phase, J.P. Nagar, Bangalore - 560078.

Do hereby nominate, constitute and appoint my Mother:

Mrs. JYOTHSNA.S.MYSORE, aged about 42 years. W/o Mr. Sunil N. Mysore, No. 9, 15th Cross, 6th Phase, J.P. Nagar, Bangalore - 560078.

Whereas, I the executant studying in Hostel hence unable to attend the day to day affairs and as such I, hereby nominate, constitute and appoint Mrs. JYOTHSNA.S.MYSORE, to do the following acts, deeds and things in our names and on our behalf.

- My Attorney shall search for me a suitable immovable property/s like Flat, Vacant Site/s, Residential House/s, Land or Building/s and Apartment/s and to secure for me such immovable property by entering into an agreement/s with the Seller/s by fixing up the sale consideration and to pay such sale consideration amount and enter into Sale Agreement/s and thereafter Sale Deed/s to be executed by such Seller/s in my name and on my behalf.
- My Attorney shall verify and sign on my behalf the proposed sale agreement/s and the Sale Deed/s and admit the execution of the Sale Deed/s before the concerned Sub-Registrar's Office and sign the concerned registers and other papers relevant for completion of the sale transaction in my name and on my behalf.
- 3. My Attorney shall secure and hold the possession of such immovable property/s so purchased in my name and my Attorney shall procure all the documents of title from the Seller/s of the immovable Property/s.
- 4. To Sell, alienate and assign the Property purchased on my behalf.
- 5. To enter into Sale Agreement/s or any Agreement/s with any person or body of persons or Company or Association/Society in respect of my Property purchased by my Attorney in my name.

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BNG/UNIN- 1285 2015-2016/6K IV Page 2 - 72

DENTIFICATION OF

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ಸೋಂದೇನ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

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(४०) जेगेरे रे

Dasigned and Developed by C-DAC ACTS Puna.

- 6. To negotiate and confirm the rate or rates and to collect sale preceds of the Property. My Attorney is also hereby empowered to sell the Property to any person or a body of person or a firm or a Society of his own choice and to issue receipts for the amounts collected from the Prospective buyer/s.
- 7. To appear before the concerned Sub-Registrar Office at Bangalore or any other Office/s, appointed in that behalf and to present, verify sign and admit the Sale Deed, Gift Deed, Settlement, Lease, Mortgage, Rectification Deed, Confirmation Deed, Release Deed as and when my attorney thinks fit and proper for execution and transfer of the Property to any prospective buyer/s and also appear before the concerned Sub-Registrar office and admit execution and for the purpose of completing the Sale, or any other conveyance deed and its registration of the Property to the prospective buyer/s.
- 8. My Attorney shall on the basis of the Sale Deed/s apply to the competent authority for registration/transfer of Katha and to pay the assessments, cesses, charges and taxes so levied and obtain from such authority the Katha Certificate, Tax paid Receipts and other necessary and relevant documents.
- To sign all applications, papers, documents and things which may be necessary for booking an Apartment and to enter into Sale Agreement/s.
- 10.To sign, declare and execute the Construction Agreement and Undivided share Agreement with the Developers and the Owner therein, on my benalf, if necessary.
- 11.To make payments and other outgoings, whatsoever is due and payable, to become due or payable on my behalf to the Vendors/Developers therein. Or the Govt. Authorities.
- 12. My Attorney in the event of purchasing a vacant site shall apply for and obtain necessary building licence and get the approved plan sanctioned from the competent authority and to put up such construction/s on the said vacant site.
- 13. My Attorney shall also apply for the Electricity and Water Supply Service to the Property so purchased / constructed from the competent authorities.
- 14.To apply with concerned authorities for securing necessary connections of Power, Water and Sewerage connections and to sign all such applications, affidavits, indemnities etc., as may be required in this regard
- 15 My Attorney shall on my behalf engage building contractors, labourers or men for construction of building on the vacant site / land so purchased and to remunerate them by entering into a contract.

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BNG/UJUNA 1285 10015-2016/BK 14Page 11-72

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Senior Sub-Begistrar Jayanagar, Bangalore City

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- Institutions for such amount as my atterney may deem fit and for that purpose to pay the processing fee/s and sign the loan application/s in my name and on my behalf and to furnish all the details and information required by concerned Bank and to give any statement, letter, clarification or any other writing required or necessary for availing of the said loan/s from Bank and from time to time to follow up the said loan application/s and do such other things and deeds as may be necessary in relation thereto.
- 17. To raise any Loan for the purpose of Purchase of Property/construction of Building over the Property purchased / to be purchased on the security of the said property purchased / to be purchased and for this purpose to mortgage, create charge or to deposit the title deeds of the said property purchased/ to be purchased and execute necessary documents connected therewith, without making me personally liable and to clear the above said on my behalf.
- 18.To let-out any of my property and to collect the Security Deposit and Monthly rent from the Tenant/s and in this connection to enter into Rent Agreement, Lease Agreement and to get the Tenants vacated.
- 19. My Attorney to represent me before any Government Authority for all intents and purposes in connection with all or any of the matters pertaining to the property/s to be purchase and sell on my behalf.
- 20. To apply for and obtain overdraft, pay order, money transfer etc., on behalf my attorney in my name as my Attorney may think fit and proper.
- 21. To invest, deposit, encash, renew, any investments in my behalf.
- 22.To withdraw and issue receipt for the amount received in the various schemes invested by the Executant.
- 23.To sign and execute all applications, forms, petitions, declarations, undertakings, bonds on my behalf in respect of the any Investments made by my attorney in my name.
- 24. To correspond with the various schemes invested by the executant as and when it is required.
- 25.To receive interest, bonus, dividend, declared by the various schemes along with the principle amount in respect of the any Investments made by my attorney in my name.
- 26.To prepare, sign and submit all returns and statements to various departments, like Income Tax Department, Post Office, Bank, all insurance offices and any other State and Central Government Offices.
- 27.To sell, purchase, pledge, raise loan, transfer and exchange otherwise deal all the deposits and other securities and also my attorney is at liberty to pledge or hypothecation of the various instruments.

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Jayanagar, Bungalore City



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ದಿವಾಣೆ 29-02-2016 ರಂದು ಸೋಂಡಾರ್ಯಸಲಾಗಿದೆ



Jayanagar, Bangalore City

- 28 My Attorney shall represent me before the Central, State and Quasi Government authorities in this regard.
- 29. To draw, endorse and sign any cheque/s, drafts, pay orders. shares, debentures, stock, share, dividend or interest warrants or other investments payable to me and to sign my name and execute on my behalf all contracts. transfers, assignments, deeds and instruments whatsoever, including purchase, renewal, closure before maturity wherever the same is permitted and to receive the proceeds on maturity, any type of investments, savings, deposits of various types of financial instruments such as fixed deposits, bonds etc., issued by Reserve Bank of India, Unit Trust of India, Post Office Deposit and any other Banks and financial Institutions.
- 30. To appear for and represent me in all courts, civil, criminal or revenue, in original revisional or appellate, forums, in any registration offices and to sign, execute and verify and file plaints, written statements and petitions and also to present appeals in any court/s and to accept service of all summons, notices and other processes of law.
- 31. To appoint engage on my behalf Advocate/s or Solicitors whenever my said Attorney shall think proper to do so and to discharge his/her or their appointments. To compremise, compound or withdraw cases or refer to Arbitration all disputes and differences concerning the Property. To sign verify and file applications for payment of taxes and other charges. To withdraw and receive documents or money from any court, office or opposite party either in execution of decrees or otherwise and to do all the acts that may be necessary in connection with any of such cases

And generally to do all such acts, deeds and things which my Attorney deems fit and proper in this regard. I, hereby agree to ratify and confirm that all or any of the acts, deeds and things done, caused to be done by my attorney by virtue of these presents.

IN WITNESS WHEREOF, I, SUNOJ MYSORE, the executant herein has affixed my signature to this General Power of Attorney on the day, month and year first above mentioned at Bangalore.

WITNESSES:

I) SMITHAR

(SUNOJ MYSORE) Signature of the Executant

(JYOTHSNA.S.MYSORE) Signature of the Attorney Holder

Self drafted



Simal, 2nd Floor 7/1 Ulsocr Road Bengaluru 560 D42, India

T: +91 80 4339 7000 F: +91 80 2559 7452 E: bengaluru@khaitanco.com

Our Ref: RD/SKS/BLR

03 October 2019

To

Shreshta Infra Projects Private Limited No.10, Vittal Mallya Road Bengaluru 560 010

Kind Attn: Ms Shylaja Srinivas- General Manager- Legal

Dear Sir

Re: Title Due Diligence in relation to immovable properties being non-agricultural residentially converted lands admeasuring 20 acres 35.08 guntas presently coming within the limits of Kodathi Grama Panchayat and bearing Khata No 1528/64/1/64/2/65/1/65/2/68/1/68/2, comprised in Survey Nos 64 (Part), 65 (Part), Survey Nos 68/1 and 68/2 situated in Kodathi Village, Varthur Hobli, Bangalore East Taluk, Bangalore being developed into residential villas under the Project name known as "Adarsh Sanctuary", ("Schedule Property").

1. Description of the Schedule Property

All that piece and parcel of immovable properties being non-agricultural residentially converted lands admeasuring 20 acres 35.08 guntas, presently coming within the limits of Kodathi Grama Panchayat and bearing Khata No 1528/64/1/64/2/65/1/65/2/68/1/68/2, comprised in (i) part of Survey No 64 (earlier bearing Survey No 64/1), measuring 7 acres 3 guntas out 30 acres 9 guntas, (ii) part of Survey No 64, (earlier bearing Survey No 64/2) measuring 3 acres 31 guntas out of 30 acres 9 guntas, (iii) part of Survey No 65 (earlier bearing Survey No 65/1), measuring 15 guntas out of 27 acres 5 guntas (inclusive of 1 gunta kharab land), (iv) part of Survey No 65 (earlier bearing Survey No 65/2) measuring 8 acres 1.08 guntas, (v) Survey No 68/1 measuring 25 guntas and (vi) Survey No 68/2 measuring 1 acre, situated in Kodathi Village, Varthur Hobli, Bangalore East Taluk, being developed into residential villas under the Project name known as "Adarsh Sanctuary" and bounded as follows:

East by : Property belonging to Government Sericulture Department and part of land

in Survey No 68/1 owned by Mr M G Nagendra, Mrs M N Ramola and Mr

Sunil N Mysore;

West by : Property belonging to Mr M G Dattathreya;

North by : Road; and

South by : Gattahalli Village Boundary.

The consolidated boundaries mentioned hereinabove are based on the boundaries depicted in the Joint Development Agreement ("JDA") dated 02 June 2012, registered as Document No 1155/2012-13, stored in CD No VRTD 154, at the office of the Sub Registrar, Shivajinagar (Varthur), Bangalore (refer Document No.20)



The village Map of Kodathi Village, Varthur Hobli, Bangalore South Taluk confirms the location and boundaries of the larger extent of property in Survey Nos 64, 65 and 68 (Document No 1).

2. Flow of title

Based on the documents provided to us, the total extent of the land in (i) Survey No 64, measures 30 acres 9 guntas ("Survey No 64"), (ii) Survey No 65, measures 27 acres 1 gunta exclusive of 4 guntas of 'A' kharab land ("Survey No 65") and (iii) Survey No 68, measures 18 acres 12 guntas exclusive of 25 guntas of 'A' kharab land ("Survey No 68"), all situated at Kodathi Village, Varthur Hobli, Bangalore East Taluk.

A perusal of the Sale Deed dated 4 May 1944 (refer *Document No 2*) depicts that the lands bearing (i) Survey No 64, (ii) Survey No 65 and (iii) part of land in Survey No 68 measuring 18 acres 3 guntas out of 18 acres 12 guntas exclusive of 25 guntas kharab land ("Larger Property") originally belonged to Mr Bipin Chandra Bhuttacharji, he having acquired title thereto under a Sale Deed dated 4 May 1954, registered as Document No 5455/1944-45, from Mrs J B Donald (*Document No 2*). The aforesaid sale deed indicates that Mrs J B Donald acquired title to the Larger Property from the Government. We have not been provided with any record which would substantiate the transfer of title to the name of Mrs J B Donald.

Mr Bipin Chandra Bhuttacharji conveyed a part of the Larger Property to his minor daughters namely, (i) Prema Bhuttacharji, (ii) Sita Bhuttacharji and (iii) Gita Bhuttacharji under three separate Transfer Deeds as detailed below:

- an extent of 27 acres 1 gunta in Survey No 65 and western portion measuring 2 acres 36 guntas in Survey No 64 to Ms Prema Bhuttacharji in terms of the Deed of Transfer dated 23 December 1952, registered as Document No 5762/1952-53, Book-I, Volume 1320, Pages 63 to 64 in the office of the Sub Registrar, Bangalore (Document No 3).
- eastern portion measuring 27 acres 13 guntas in Survey No 64 and southern portion measuring 2 acres in Survey No 68 to Ms Sita Bhuttacharji in terms of Deed of Transfer dated 23 December 1952, registered as Document No 5763/1952-53 (Document No 4); and
- northern portion measuring 16 acres 3 guntas in Survey No 68 to Ms Gita Bhuttacharji in terms
 of Deed of Transfer dated 23 December 1952, registered as Document No 5764/1952-53,
 Book-I, Volume 1318, pages 15 to 16 at the office of the Sub Registrar, Bangalore (Document
 No 5);

The Deeds of Transfer further depicts that as the aforesaid daughters of Mr Bipin Chandra Bhuttacharji were minors, the right to transfer/sell their respective portions in the Larger Property would vest with their father Mr Bipin Chandra Bhuttacharji, until they attain majority.

Upon attaining majority, Mrs Prema Bhuttacharji, Mrs Sita Bhuttacharji and Mrs Gita Bhuttacharji, represented by their father and attorney holder, Mr Bipin Chandra Bhuttacharji conveyed their respective portions in the part of the Larger Property to Mr M G Nagendra and Mr M G Dattathreya, both sons of Mr M L Gopala Setty in the following manner:



- Mrs Prema Taylor olios Prema Bhuttacharji sold Survey No 65 measuring 27 acres 11 guntas and portion measuring 2 acres 36 guntas in Survey No 64 ("Item 1") under a Sale Deed dated 27 April 1983, registered as Document No 752/1983-84, Book-I, Volume 1968, Pages 36 to 43 at the office of the Sub Registrar, Bangalore (Document No 6).
 - Note that Prema Bhuttacharji sold an extent of 27 acres 11 guntas while she owned an extent of 27 acres 1 gunta in Survey No 65. However, the same appears to be an error as the entry in the mutation register extract bearing MR No 27/1983-84 (refer *Document No 9*) indicates the name of Mr M G Nagendra and Mr M G Dattathreya as the khatedars for an extent of 27 acres 1 gunta in Survey No 65 in terms of the Sale Deed dated 10 May 1983. We note that the mutation register extract depicts the date of the sale deed as 10 May 1983 instead of 27 April 1983. That said, as the encumbrance certificate we have been provided with does not record any transactions dated 10 May 1983 the date depicted in the mutation register extract as 10 May 1983 appears to be error (refer *Document No 86*)
- ii. Mrs Sita Mukerji alias Sita Bhuttacharji sold portion measuring 9 acres 2 guntas in Survey No 64 and portion measuring 2 acres in Survey No 68 ("Item 2") under a Sale Deed dated 19 July 1983, registered as Document No 2751/1983-84 (Document No 7). The entry in the mutation register extract bearing MR No 25/1983-84 (refer Document No 9) reflects the name of Mr M G Nagendra and Mr M G Dattathreya in terms of the Sale Deed dated 19 July 1983; and
- Mrs Gita Martin alias Gita Bhuttacharji sold portion measuring 16 acres 12 guntas in Survey No 68 ("Item 3") in terms of the Sale Deed dated 19 July 1983, registered as Document No 2750/1983-84 (Document No 8). The entry in the mutation register extract bearing MR No 26/1983-84 (refer Document No 9) reflects the name of Mr M G Nagendra and Mr M G Dattathreya in terms of the Sale Deed dated 19 July 1983.

We observe that Gita Bhuttacharji sold an extent of 16 acres 12 guntas while she owned an extent of 16 acres 3 guntas in Survey No 68. However, in view of the fact that a considerable time has been lapsed since the sale of the said property and that Mrs Gita Martin was in possession of the said property for a period of more than 30 years and the fact that till date there has been no claims by any third parties challenging the title or claiming possession of the remaining 9 guntas in Survey No 68, any claims in the future may be barred by limitation.

As stated, Prema Bhuttacharji, Mrs Sita Bhuttacharji and Mrs Gita Bhuttacharji were represented by their father, Mr B C Bhuttacharji under the aforesaid sale deeds, respectively. We have not been provided with the general powers of attorney executed by Mrs Prema Bhuttacharji, Mrs Sita Bhuttacharji and Mrs Gita Bhuttacharji in relation to their respective lands. In the absence of the said document we are unable to comment on the validity of the said document. That said, as a considerable time has been lapsed since the sale of the said properties to Mr M G Nagendra and Mr M G Dattathreya and that till date there have been no claims challenging the validity of the aforesaid sale deeds by the daughters of Mr B C Bhuttacharji, claims, if any by his daughters and/or their respective legal heirs and any third party may be barred by limitation.

In the manner stated herein above, Mr M G Nagendra and Mr M G Dattathreya became the absolute owners of Item 1, Item 2 and Item 3 comprising of:



- (i) an extent of 11 acres 38 guntas in Survey No 64;
- (ii) an extent of 27 acres 1 gunta in Survey No 65; and
- (iii) an extent of 18 acres 37 guntas in Survey No 68.

Mr M G Nagendra and Mr M G Dattathreya are also registered as khatedars in relation to Item 1, Item 2 and Item 3 in terms of the Mutation Register extract bearing MR Nos 25/1983-84, 26/1983-84 and 27/1983-84, respectively (*Document No 9*)

Phodi of Survey No 64, 65 and 68:

Upon the perusal of the revenue and survey records (refer Clause 6 of this Report), it appears that

- Survey No 64 measuring 30 acres 9 guntas was phodied into two portions and an extent measuring 25 acres 23 guntas was allotted as Survey No 64/1 and the remaining extent measuring 4 acres 26 guntas was allotted as Survey No 64/2;
 - Survey No 65 measuring 27 acres 5 guntas (inclusive of 4 guntas kharab land) was sub-divided into three portions ie Survey Nos 65/1 measuring 15 guntas, 65/2 measuring 8.08 guntas and Survey No 65/3 measuring 18 acres 28.8 guntas. The entries in the mutation register extract bearing MR No 15/2009-10 (refer *Document No 10*) reflects the sub-divisions in Survey No 65. Note that Survey No 65/3 does not form a subject matter of this Report.
- (ii) Survey No 68 measuring 18 acres 37 guntas inclusive of 25 guntas kharab land was phodied into two portions and an extent measuring 16 acres 37 guntas inclusive of 25 guntas kharab land was allotted as Survey No 68/1 and the remaining extent measuring 2 acres was as allotted Survey No 68/2.
 - (a) Survey No 68/1 measuring 16 acres 37 guntas was further phodied and an extent of 8 acres 18.12 guntas was allotted as Survey No 68/3 and the remaining extent measuring 8 acres 18.12 guntas was retained with Survey No 68/1; and
 - (b) Survey No 68/2 measuring 2 acres was further phodied into two portions and an extent measuring 1 acre was as allotted Survey No 68/4 and the remaining extent measuring 1 acre was retained with Survey No 68/2.

Note that Survey No 68/3 and Survey No 68/4 does not form a subject matter of this Report.

Subsequently, Mr M G Nagendra and Mr M G Dattathreya effected a partition in relation to Item 1, Item 2 and Item 3 under three separate partition deeds and under the said partition, Mr M G Nagendra and Mr M G Dattathreya were allotted as under:

(i) Partition Deed dated 15 April 2004, registered as Document No BAS-1-01035/04-05, Book-I, stored in CD No BASD46 at the office of the Sub Registrar, Bangalore South Taluk (*Document No 11*) in relation to Item 1 ie Survey No 65 measuring 27 acres 5 guntas and (ii) Survey No 64 (later renumbered as Survey No 64/2) measuring 2 acres 36 guntas wherein:

Land/



- (a) Mr M G Dattathareya was allotted an extent of (i) 18 acres 28 guntas including 2 guntas kharab land in Survey No 65 (pursuant to phodi renumbered as Survey No 65/3) and (ii) 23 guntas in Survey No 64/2; and
- (b) Mr M G Nagendra was allotted an extent of (i) 8 acres 17 guntas including 2 guntas kharab land in Survey No 65 (later bifurcated and renumbered as Survey No 65/1 for an extent of 15 guntas and Survey No 65/2 for an extent of 8 acres 1.08 guntas) and (ii) 2 acres 13 guntas in Survey No 64/2.

The entries in the mutation register extract bearing MR No 61/2003-04 (Document No 12) reflects the name of Mr M G Dattathreya and Mr M G Nagendra as the khatedars in terms of the Partition Deed dated 15 April 2004;

- (ii) Partition Deed dated 15 April 2004, registered as Document No BAS-1-01025/04-05, Book-I, stored in CD No BASD46 at the office of the Sub Registrar, Bangalore South Taluk (*Document No 13*) in relation to portion of Item 2 (ie) Survey No 64, presently bearing Survey No 64/1 measuring 9 acres 2 guntas and (ii) Survey No 68, presently bearing Survey No 68/2 measuring 2 acres wherein:
 - (a) Mr M G Dattathreya was allotted an extent of (i) 21 guntas in Survey No 64 (later bearing Survey No 64/1) and (ii) 1 acre in Survey No 68, (later allotted with Survey No 68/2 and presently bearing Survey No 68/4); and
 - (b) Mr M G Nagendra was allotted an extent of (i) 8 acres 21 guntas in Survey No 64, presently bearing Survey No 64/1 and (ii) 1 acre in Survey No 68, (presently bearing Survey No 68/4).

The entries in the mutation register extract bearing MR No 63/2003-04 (*Document No 14*) reflect the name of Mr M G Dattathreya and Mr M G Nagendra as the khatedars in terms of the aforesaid Partition Deed dated 15 April 2004; and

- (iii) Partition Deed dated 15 April 2004, registered as Document No BAS-1-01014/04-05, Book-I, stored in CD No BASD46 at the office of the Sub Registrar, Bangalore South Taluk (*Document No 15*) in relation to Item 3 ie Survey No 68, presently bearing Survey No 68/1, measuring 16 acres 37 guntas including 25 guntas kharab land wherein:
 - (a) Mr M G Dattathreya was allotted an extent of 8 acres 18.08 guntas inclusive of 12.08 guntas kharab land in Survey No 68, (thereafter renumbered as Survey No 68/1 and presently bearing Survey No 68/3); and
 - (b) Mr M G Nagendra was allotted an extent of 8 acres 18.08 guntas including 12.08 guntas kharab land in Survey No 68, presently bearing Survey No 68/1.

The entries in the mutation register extract bearing MR No 62/2003-04 (*Document No 16*) reflect the name of Mr M G Dattathreya and Mr M G Nagendra as the khatedars in terms of the aforesaid Partition Deed dated 15 April 2004.

In the manner stated herein above Mr M G Dattathreya became the sole and absolute owner of (a) Survey No 64/1 measuring 21 guntas, (b) Survey No 64/2 measuring 23 guntas (c) Survey No 65 (presently bearing Survey No 65/3) measuring 18 acres 28 guntas including 2 guntas kharab land, (d) Survey No 68/2 measuring 1 acre, (e) and (f) Survey No 68/3 measuring 8 acres 18.08 guntas; and



Mr M G Nagendra became the sole and absolute owner of (a) Survey No 64/1 measuring 8 acres 21 guntas, (b) Survey No 64/2 measuring 2 acres 13 guntas, (c) Survey No 65/1 measuring 15 guntas (d) Survey No 65/2 measuring 8 acres 1.08 guntas, (e) Survey No 68/1 measuring 8 acres 18.08 guntas including 12.08 guntas kharab land and (f) Survey No 68/2 measuring 1 acre ("Said Property").

It is to be noted that the properties allotted to the share of Mr M G Dattathreya does not form a subject matter of this Report;

Thereafter, Mr M G Nagendra and his son Mr Sunil S Mysore affected a partition in relation to the Said Property along with several other properties including properties located outside Bangalore under a Partition Deed dated 10 April 2006, registered as Document No 98/2006-07, Book-I, stored in CD No CKMD22 at the office of the Sub Registrar, Chikkamagalur (*Document No 17*) and under the said partition, the Said Property was allotted to the share of Mr M G Nagendra.

Mrs M N Ramola wife of Mr M G Nagendra, her daughter-in-law Mrs Jyothsna S Mysore (for self, as attorney holder of her son Mr Sunoj Mysore and as mother and natural guardian of her minor daughter Ms Soha Mysore) have confirmed the aforesaid partition under the Confirmation Deed dated 28 March 2016, registered as Document No 222/2016-17, Book-I, stored in CD No SHVD225 at the office of the Sub Registrar, Shivajinagar, Bangalore (*Document No 18*). We have perused the General Power of Attorney dated 27 February 2016 executed by Mr Sunoj Mysore son of Mr Sunil N Mysore, registered as Document No JAY-4-01285/2015-16 in Book-IV, stored in CD No JAYD245 at the office of the Sub-Registrar, Jayanagar, Bangalore (*Document No 19*) authorising his mother Jyothsna S Mysore to purchase properties on his behalf and to do all acts and deeds in respect of purchasing properties on his behalf.

The Said Property was converted from agricultural to non-agricultural residential purpose vide Official Memorandum dated 16 June 2011 bearing No ALN (EVH) SR 98/2011-12 issued by the Special Deputy Commissioner, Bangalore District, Bangalore, more fully detailed in <u>Clause 4</u> of this Report.

Subsequently, Mr M G Nagendra, duly confirmed by his wife Mrs M N Ramola and son Mr Sunil N Mysore ("Owners") entered into a Joint Development Agreement ("JDA") dated 2 June 2012, registered as Document No 1155/2012-13, stored in CD No VRTD 154, at the office of the Sub Registrar, Shivajinagar (Varthur), Bangalore (Document No 20) with Shreshta Infra Projects Private Limited ("SIPPL"), a Company incorporated under the Companies Act, 1956, represented by its Director, Mr B M Karunesh who in turn is represented by his constituted attorney, Mr Kiran Kumar P vide Power of Attorney dated 19 January 2006 (refer Document No 21) with regard to a larger portion of the Said Property being (i) Survey No 64/1 measuring 8 acres 21 guntas, (ii) part of Survey No 64/2, measuring 2 acres 13 guntas, (iii) Survey No 65/1 measuring 15 guntas, (iv) Survey No 68/2 measuring 8 acres 1.08 guntas, (v) Survey No 68/1 measuring 25 guntas and (vii) Survey No 68/2 measuring 1 acre, together measuring 20 acres 35.08 guntas ("Schedule Property") for the purpose of developing the same by constructing villas and other related infrastructure.

Note that an extent of 7 acres 21 guntas in Survey No 68/1 out of the Said Property has been retained by Mr M G Nagendra and the said extent does not form a part of the Schedule Property.

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Salient features of the aforesaid JDA dated 2 June 2012:

- The JDA is executed for the development of the Schedule Property into a residential villas project.
- (ii) The Owners and SIPPL have agreed that the Owners are entitled to 30% divided/undivided share in the Schedule Property and 30% of the built area along with villas to be built on the Schedule Property ("Owners' Share") and the SIPPL is entitled for the balance 70% divided/undivided share in the Schedule Property and 70% of the built area along with villas to be built on the Schedule Property ("SIPPL's Share").
- (iii) that the Owners have handed over all the original/certified copies of documents of title of the Schedule Property to SIPPL and SIPPL has marketable and subsisting title to the Schedule Property.
- (iv) that SIPPL shall be entitled for conveyance of SIPPL's Share only after completion of 95% of the progress of the construction of the Owners' share in the Schedule Property.
- (v) SIPPL is entitled to avail loan/financial assistance against the security of SIPPL's Share comprised in the Schedule Property and the Owners have no objection for SIPPL to mortgage or pledge the original title documents of the Developer's Share in the Schedule Property.
- (vi) SIPPL shall always be owned and controlled by 'Adarsh Family Members' till the completion of the project and handing over the Owners' Share. SIPPL has agreed that it shall not recognize or record any transfer of its shares (equity or preference) or agreement and shall not do or agree to anything without prior consent of the Owners.
- (vii) The term 'Adarsh Family Members' shall mean a collective reference to Mr B M Jayashankar, Mr B M Karunesh and their respective spouses and children.

We have perused the Power of Attorney dated 19 January 2006, registered as Document No 962/2005-06, executed by Mr B M Karunesh in favour of Mr Kiran Kumar P (Document No 21).

Simultaneous with the execution of the IDA dated 02 June 2012, the Owners also executed a General Power of Attorney dated 02 June 2012, registered as Document No 41/2012-13 (Document No 22) authorising SIPPL inter alia to carry out the obligations under the IDA dated 02 June 2012 and to convey an undivided 70% share in the developed land in favour of the intending purchasers/transferees.

The Owner and SIPPL have subsequently modified certain terms and conditions of the JDA dated 02 June 2012 which have been recorded in the Supplemental Agreement dated 2 June 2012 (Document No 23). The terms and conditions of the Supplemental Agreement stipulates as under:

- (i) As the Schedule Property has been included in the proposed notification dated 04 September 2007 for acquisition by the Bangalore Development Authority for formation of Kyasamballi Changalaraya Reddy Layout, SIPPL has agreed to get the Schedule Property de-notified from its acquisition proceedings within 16 (sixteen) months from the date of signing the Supplementary Agreement dated 02 June 2012.
- (ii) After de-notification / deletion of the Schedule Property from the aforesaid proposed acquisition, SIPPL shall commence the developmental activities in respect of the Schedule Property as per the terms of the JDA.
- (iii) The Owners and SIPPL have agreed that if SIPPL gets and includes any land on the joint development basis on the southern side or the western side to the Schedule Property, then

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SIPPL is at the liberty to develop such lands along with Schedule Property as per the terms to be agreed mutually between the Owners and SIPPL.

 SIPPL shall provide clubhouse of approximately 25,000 square feet of the built-up area to be developed in the Schedule Property.

(v) In the event of failure of SIPPL to get the Schedule Property de-notified from the aforementioned proposed acquisition proceedings and obtain the building development plan and sanctioned plan from the concerned authorities within 24 (twenty-four) months from the date of signing the Supplementary Agreement dated 02 June 2012, the JDA shall stand terminated in terms mentioned therein. Upon termination, SIPPL is entitled to receive the costs incurred for de-notification from the Owners up to a maximum extent of Rs 2,00,00,000/- (Rupees Two Crores only).

The details set out in the JDA and the Supplementary Agreement dated 02 June 2012 also indicate that the Owners shall provide 25 feet wide access in the land retained ie 7 acres 21 guntas in Survey No 68/1 for the ingress and egress to JDA Land and SIPPL shall form 25 feet wide access road in the JDA Land by joining 25 feet access road to be left by the Owners in the land retained by them. In pursuance of the same, the Owners and SIPPL arrived at an understanding in terms of an Easement Agreement dated 02 June 2006, registered as Document No 1175/2012-13 (Document No 24).

Mr M G Nagendra died on 12 July 2016 as evident from the Death Certificate issued by the Assistant Health Officer, Bommanahalli Range, BBMP, Bangalore (*Document No 25*) leaving behind his Last Will and Testament dated 5 March 2016, registered as Document No 550/2015-16 (*Document No 26*), wherein he has bequeathed an undivided 2/3 share from and out of the Owner's share in the Schedule Property and the building to be constructed thereon to his wife Mrs M N Ramola and remaining undivided 1/3 share from and out of the Owner's share in the Schedule Property and the building to be constructed thereon to his son Mr Sunil N Mysore.

Further, the Last Will and Testament dated 05 March 2016 (refer *Document No 26*) refers to a registered Will dated 25 August 2014 executed by Mr M G Nagendra. We have not been provided with the copy of the Will dated 25 August 2014. However, as the Last Will and Testament dated 5 March 2016 supersedes the Will dated 25 August 2014 the non-production of the said Will does not affect the title to the Schedule Property.

Rectification of the extent in land bearing Survey No 64/1 and 64/2 comprised in the Schedule Property:

A perusal of the Order dated 21 July 2015 bearing No RRT (BE) CR/91/2015-16 passed by the Assistant Commissioner, Bangalore North Taluk (Document No 27) depicts that M G Nagendra was erroneously registered as the owner and occupant in the revenue records with respect to an extent of "8 acres 21 guntas instead of 7 acres 3 guntas in Survey No 64/1" and "2 acres 13 guntas instead of 3 acres 31 guntas in Survey No 64/2".

The aforesaid error was rectified vide Order dated 21 July 2015 bearing No RRT (BE) CR/91/2015-16 in terms of which the extent of land held by the Owners in Survey No 64/1 presently measures 7 acres 3 guntas and Survey No 64/2 presently measures 3 acres 31 guntas.

Pursuant to the said Order the entries in the revenue records were rectified as evident from the Mutation register extract bearing MR No H45/2015-16 (Document No 28) wherein Mr M G Nagendra





is registered as the khatedar for an extent of 7 acres 3 guntas in Survey No 64/1 and 3 acres 31 guntas in Survey No 64/2. Further, note that the JDA dated 02 June 2012, GPA dated 02 June 2012 and the Supplemental Agreement dated 02 June 2012 is with regard to an extent of 8 acres 21 guntas in Survey No 64/1 and 2 acres 13 guntas in Survey No 64/2. That said, it is to be noted that, the total extent of land available in Survey No 64/1 and Survey No 64/2 do not vary pursuant to the rectification. The aforesaid Order only rectifies the extents held by Mr Nagendra in Survey No 64/1 and Survey No 64/2.

Mrs M N Ramola and Mr Sunil N Mysore pursuant to the Order dated 21 July 2015 (rectifying the extents in Survey No 64/1) vide Confirmation Deed dated 22 December 2017, registered as Document No 8661/2017-2018, Book-I, stored in CD No INRD205, Book-I, stored in CD No INRD205 at the office of the Sub Registrar, Indiranagar, Bangalore executed in favour of SIPPL (Document No 29) confirmed and further modified certain terms and condition of the JDA dated 02 June 2012. Under the said confirmation deed, Mrs M N Ramola and Mr Sunil N Mysore have also confirmed that the powers conferred upon SIPPL under the GPA dated 02 June 2012 shall continue to be valid and subsisting. Subsequently, SIPPL relinquished an extent of 25 gutnas in Survey No 68/1 in the Schedule Property for approach road vide Relinquishment Deed dated 2 May 2018, registered as Document No 613/2018-2019, Book-I, stored in CD No BDAD236 at the office of the Sub Registrar, Bangalore Urban Taluk (Document No 34).

Thereafter, SIPPL relinquished an extent of 8196.83 square metres (ie 2 acres 1.01 guntas) out of 81847.04 square metres (ie 20 acres 9 guntas excluding 2 guntas kharab land) in the Schedule Property in favour of the BDA vide Relinquishment Deed dated 2 August 2018, registered as Document No BDA-1-03037/2018-19, stored in CD No BDAD239 at the office of the Sub Registrar, Bangalore District (Document No 35) towards park and open spaces, in terms of the approved Residential Developmental Plan dated 23 March 2016 bearing No 38/2016. We have not reviewed the Residential Developmental Plan dated 23 March 2016 bearing No 38/2016.

SIPPL has obtained Sanctioned Plan bearing No 33/2018-19 dated 2 November 2018 issued on behalf of the Commissioner, BDA for the development of the Schedule Property into a residential project comprising of villa. The details of the said sanctioned plan are set out in Clause 5.1 of this Report.

Mrs M N Ramola, Mr Sunil N Mysore alias Sunil Nagendra Mysore and SIPPL in terms of the JDA entered into a Sharing Agreement dated 16 January 2019 (*Document No 36*) for an extent of 20 acres 9 gutnas in the Schedule Property (after deducting the extent relinquished for approach road in favour of BDA vide Relinquishment Deed dated 2 May 2018, registered as Document No 613/2018-2019).

As per the aforesaid sharing agreement, after deducting an extent of 8196.83 square metres which has been relinquished for park and open space as stated above and an extent of 4103.17 square metres reserved for civic amenity as per the said sanctioned plan out of an extent of 20 acres 9 gutnas and, Mrs M N Ramola, Mr Sunil N Mysore and SIPPL have identified their respective share in the balance extent of 5,64,981.51 square feet in the Schedule Property which is inclusive of an extent of 96081.51 square feet for Economically Weaker Section ("EWS"). Under the sharing agreement:

(a) Mrs M N Ramola and Mr Sunil N Mysore are jointly allotted 166717 square feet with a residential built up area of 172889 square feet and 2800.75 square feet of EWS units plot area along with 1799 square feet of built up area. Mrs M N Ramola and Mr Sunil N Mysore have further divided their share as per their entitlement acquired under the said Will dated 25 August 2014; and



(b) SIPPL is allotted 388656 square feet with a residential built up area of 402330 square feet and 6807.76 square feet of EWS units plot area along with 4351 square feet of built up area.

The Sharing Agreement further depicts the villas along with the area fallen to the share of Mrs M N Ramola, Mr Sunil N Mysore and SIPPL, respectively, as detailed therein.

3. RTC Extracts

3.1 Survey No 64 measuring 30 acres 9 guntas:

We have been provided with the following RTC extracts in relation to Survey No 64, for the period 1967-68 to 1984-85 and 1987-88 (Document No 37):

- (a) RTC extract for the period from 1967-68 to 1971-72 reflects Ms Sita Bhuttacharji as the holder of 30 acres 09 guntas in Survey No 64 and no cultivators are recorded for the said period;
- (b) RTC extracts for the period from 1972-73 to 1981-82 reflects Ms Sita Bhuttacharji, Ms Geetha Bhuttacharji and Ms Prema Bhuttacharji as the holders of 30 acres 09 guntas in Survey No 64 and records no cultivator for the said period;
- (c) RTC extract for the period from 1982-83 to 1984-85 and 1987-88 reflects Mr M G Nagendra and Mr M G Dattathreya as the holders and cultivators of 11 acres 38 guntas and National Silk Worm Seeds Project-Central Silk Board as the holder of 18 acres 11 guntas in Survey No 64.

We have not been provided with RTC for the period from 1985-86 to 1986-87. Considering the fact that the RTC/s for the period prior to and subsequent to the missing period have been provided and it does not disclose any discrepancy in the ownership or occupancy, we have not insisted on the production of the same.

3.2 Survey No 64/1 measuring 25 acres 23 guntas

We have been provided with the following RTC extracts in relation to Survey No 64/1, for the years 1988-89 to 2017-18 (collectively *Document No 38*):

- (a) RTC extract for the period from 1988-89 to 2002-03 reflects the name of Mr M G Nagendra & Mr M G Dattathreya as the holders of 9 acres 02 guntas in Survey No 64/1;
- (b) RTC extracts for the period 2003-04 to 2014-15 reflects the name of Mr M G Dattathreya as the holder and cultivator of 21 guntas and Mr M G Nagendra as the holder and cultivator of 8 acres 21 guntas in Survey No 64/1;
- (c) RTC extracts for the period 2015-16 to 2017-18 reflects the name of Mr M G Nagendra as the holder and cultivator of 7 acres 03 guntas in Survey No 64/1;



3.3 Survey No 64/2 measuring 4 acres 26 guntas

We have been provided with the following RTC extracts in relation to Survey No 64/2, for the years 1988-89 to 1991-92, 1998-99 to 2017-18 (Document No 39):

(a) RTC extracts for the period from 1988-89 to 1991-92, 1998-99 to 2002-03 reflects Director, National Silk Worm Seeds Project-Central Silk Board as the holder and as cultivator for the period 1998-99 to 2002-03 of 1 acre 30 guntas in Survey No 64/2.

We observe that the RTC/s for the aforesaid period does not record the name of Mr M G Nagendra and Mr M G Dattathreya in relation to the remaining extent of 2 acres 36 guntas. However, the RTC extract issued for the subsequent period indicates the name of Mr M G Nagendra & Mr M G Dattathreya.

- (b) RTC extract for the period 2003-04 reflects Director, National Silk Worm Seeds Project-Central Silk Board as the holder and as cultivator of 1 acre 30 guntas and Mr M G Nagendra and Mr M G Dattathreya as the holders and cultivators of 2 acres 36 guntas in Survey No 64/2.
- (c) RTC extracts for the period from 2004-05 to 2014-15 reflect Director, National Silk Worm Seeds Project-Central Silk Board as the holder and as cultivator of 1 acre 30 guntas, Mr M G Dattathreya as the holder and cultivator of 23 guntas and Mr M G Nagendra as the holder and cultivator of 2 acres 13 guntas in Survey No 64/2.
- (d) RTC extracts for the period from 2015-16 to 2017-18 reflects Mr M G Dattathreya as the holder and cultivator of 35 guntas and Mr M G Nagendra as the holder and cultivator of 3 acres 31 guntas in Survey No 64/2.

It is to be noted that RTC extracts for the period from 2015-16 to 2017-18 continue to reflect the name of Central Silk Board as one of the cultivators.

We have not been provided with RTC for the period 1992-93 to 1997-98.

3.4 Survey No 64 measuring 30 acres 9 guntas

We have also perused the RTC extract for the period from 2019-2020 issued in relation to Survey No 64 measuring 30 acres 9 guntas (*Document No 40*), issued pursuant to the cancellation of the phodi. The document depicts the as under:

(a) National Silk Worm Seeds Project- Central Silk Board as the owner and occupant for an extent of 18 acres 11 gutnas in terms of Mutation Register Extract bearing MR No H45/2015-16 and column (11) of the RTC depicts Karnataka Gazette Notification dated 4 August 1981 bearing No LAQ (1) SR 7/1981-82 and Column 12 of the RTC depicts ADLR CR 81-82 dated 6 November 2011;



- (b) Mr M G Dattathreya as the holder and occupant of an extent of 9 guntas and 15 guntas in terms of Mutation Register Extract bearing MR No H45/2015-16. The document further depicts Mutation Register Extract bearing MR No 15/2011-12 in Column 11 and Mutation Register Extract bearing MR No 57/2010-11 and MR No 44/2010-2011 in Column 12;
- (c) Mr M G Nagendra as the holder and occupant of an extent of 7 acres 3 guntas and 3 acres 31 gutnas in terms of Mutation Register Extract bearing MR No H45/2015-16. The document further depicts Mutation Register Extract bearing MR No H51/2011-12 in Column 11;

3.5 Survey No 65 measuring 27 acres 5 guntas

We have been provided with the following RTC extracts in relation to Survey No 65, for the period 1967-68 to 1971-72, 1977-78 to 2001-02, 2005-06 to 2008-09 (Document No 41):

- (a) RTC extracts for the period from 1967-68 to 1980-81 reflects Ms Prema Bhuttacharji as the holder of 27 acres 05 guntas (inclusive of 04 guntas of kharab land) in Survey No 65.
- (b) RTC extracts for the period from 1982-83 to 2002-03 reflects Mr M G Nagendra and Mr M G Dattathreya as the holders and cultivators of 27 acres 05 guntas (inclusive of 04 guntas of kharab land) in Survey No 65.
- (c) RTC extracts for the period 2003-04 to 2008-09 reflects Mr M G Dattathreya as the holder and cultivator of 18 acres 26 guntas and Mr M G Nagendra as the holder and cultivator of 8 acres 15 guntas in Survey No 65.

3.6 Survey No 65/1 measuring 15 guntas:

RTC extracts in relation to Survey No 65/1 for the years 2009-10 to 2017-18 (*Document No 42*) depicting the name of Mr M G Nagendra as the holder and cultivator of 15 guntas in Survey No 65/1.

3.7 Survey No 65/2 measuring 8 acres 1.08 guntas inclusive of 1.08 gunta kharab land:

RTC extracts in relation to Survey No 65/2 for the year 2009-10 to 2017-18 (Document No 43) depicting the name of Mr M G Nagendra as the holder and cultivator.

3.5 Survey No 65 measuring 27 acres 5 guntas inclusive of 4 guntas kharab land

We have also perused the RTC extract for the period from 2019-2020 (*Document No 44*) issued in relation to Survey No 65 measuring 27 acres 5 guntas, issued pursuant to the cancellation of the phodi. The document depicts the as under:

(a) Mr M G Dattathreya as the holder and occupant of an extent of 18 guntas and 26 guntas in terms of Mutation Register Extract bearing MR No 15/2011-12 and the document further depicts Mutation Register Extract bearing MR No 57/2010-11 and MR No 44/2010-2011 in Column 12; and



(b) Mr M G Nagendra as the holder and occupant of an extent of 15 gutnas and an extent of 1 guntas, in terms of Mutation Register Extract MR No H51/2011-12.

3.6 Survey No 68 measuring 18 acres 37 guntas inclusive of 25 guntas kharab land:

We have been provided with the following RTC extracts in relation to Survey No 68 for the years 1967-68 to 1984-85 and 1987-88 (Document No 45):

- (a) RTC extract for the period 1967-68 to 1971-72 reflects Ms Gita Bhuttacharji as the holder of 18 acres 37 guntas (inclusive of 25 guntas of kharab land).
- (b) RTC extract for the period 1972-73 to 1981-82 reflects Ms Gita Bhuttacharji, Ms Sita Bhuttacharji and Ms Prema Bhuttacharji as the holders of 18 acres 37 guntas (inclusive of 25 guntas of kharab).
- (c) RTC extract for the period 1982-83 to 1984-85 and 1987-88 reflects Mr M G Nagendra and Mr M G Dattathreya as the holders and cultivators of 18 acres 37 guntas (inclusive of 25 guntas of kharab) in Survey No 68.

We have not been provided with RTC for the period 1985-86 and 1986-87. We are given to understand that the same is not available. Considering the fact that the RTC/s for the periods prior to and subsequent to the missing period have been provided and it does not disclose any discrepancy in the ownership or occupancy, we have not insisted on the production of the same.

3.7 Survey No 68/1 measuring 16 acres 37 guntas inclusive of 25 guntas kharab land:

We have been provided with the following RTC extracts in relation to Survey No 68/1 for the years 1988-89 to 2001-02, 2005-06 to 2008-09 (Document No 46):

- (a) RTC extracts for the period 1988-89 to 2002-03 reflects Mr M G Nagendra and Mr M G Dattathreya as the holders and cultivators of 16 acres 37 guntas (inclusive of 25 guntas of kharab) in Survey No 68/1.
- (b) RTC extracts for the period 2003-04 to 2008-09 reflects Mr M G Dattathreya as the holder and cultivator of 8 acres 06 guntas and Mr M G Nagendra as the holder and cultivator of 8 acres 06 guntas in Survey No 68/1.

3.8 Survey No 68/1 measuring 8 acres 18.25 guntas inclusive of 12.25 guntas kharab land:

RTC extracts in relation to Survey No 68/1 for the period 2009-10 to 206-17 and 2019-20 (collectively *Document No 47*) reflects the name of Mr M G Nagendra as the holder and cultivator of 8 acres 06 guntas and RTC for the period 2019-2020 depicts the name of conversion of the said survey number in terms of Mutation Register Extract bearing MR No H51/2011-2012. Survey No 68/2 measuring 2 acres:



RTC extracts in relation to Survey No 68/2 for the years 1988-89 to 2002-03 and 2004-05 to 2008-09 (Document No 48):

- (a) RTC extracts for the period 1988-89 to 1997-98 reflect Ms M Sita Bhuttacharji as the holder of 2 acres in Survey No 68/2.
- (b) RTC extracts for the period 1998-99 to 2002-03 reflect Mr M G Dattathreya and Mr M G Nagendra as the holders and cultivators of 2 acres in Survey No 68/2.
- (c) RTC extracts for the period 2003-04 to 2008-09 reflect Mr M G Dattathreya Mr M G Nagendra and as the holders and cultivators of 1 acre each in Survey No 68/2.

3.9 Survey No 68/2 measuring 1 acre

RTC extracts in relation to Survey No 68/2 for the period 2009-10 to 2017-18 and 2019-2020 (collectively *Document No 49*) reflect Mr M G Nagendra as the holder and cultivator of 1 acre. Further, RTC extracts for the period 2019-2020 depicts that Mr M G Nagendra as the owner in terms of Mutation Register Extract bearing MR H51/2011-2012.

4. Conversion

We have been provided with Official Memorandum dated 16 June 2011 bearing reference No ALN (EVH) SR 98/2011-12 issued by the Special Deputy Commissioner, Bangalore District, Bangalore and conversion sketch (*Document No 50*) indicating that the Schedule Property was converted for non-agricultural residential purposes. We have also been provided with the Challan evidencing payment of requisite conversion fee (*Document No 51*). Entries in the Mutation Register bearing MR No H51/2011-12 (*Document No 52*) reflect the land conversion.

5. Khata and Tax Paid Receipts

5.1 Khata

Form 11 B issued by Kodathi Grama Panchayath (*Document No 53*) depicts the name of Mrs M N Ramola and Mr Sunil N Mysore as the khatedar of converted land in Survey Nos 64/1, 64/2, 65/1, 65/2 and 68/2, presently bearing Khata No 1528/64/1/64/2/65/1/65/2/68/1/68/2.

5.1 Tax Paid Receipt

Tax paid receipt for the 2017-18 to 2019-2020 (Document No Error! Reference source not found.) confirms payment of property tax by Mrs M N Ramola and Mr Sunil N Mysore in relation to property bearing Khata No 1528/64/1/64/2/65/1/65/2/68/1/68/2.



6. Revenue and Survey Documents

6.1. Survey No 64

6.1.1 Record of Rights

We have perused the following Record of Rights issued by the office of the Tahsildar, Bangalore South Taluk (*Document No 55*) depicting as under:

- (a) Entry in RR No 990 indicates the name of Ms Sita Bhuttacharji as the holder in terms of the Sale Deed dated 31 December 1952, registered as Document No 5763/52-53 with regard to Survey No 64 measuring 27 acres 13 guntas;
- (b) Entry in RR No 991 indicates the name of Ms Prema Bhuttacharji as the holder in terms of the Sale Deed dated 31 December 1952, registered as Document No 5762/52-53 with regard to Survey No 64 measuring 1 acres 36 guntas;
- (c) Entry in RR No 1125 indicates the name of Mr M G Nagendra and Mr M G Dattathreya as the holder in terms of Sale Deed dated 2 September 1983, registered as Document No 2751 with regard to Survey No 64 measuring 9 acre 2 guntas; and
- (d) Entry in RR No 1131 indicates the name of Mr M G Nagendra and Mr M G Dattathreya as the holder in terms of Sale Deed dated 10 May 1983, registered as Document No 752 with regard to Survey No 64 measuring 27 acres 1 gunta and Survey No 64 measuring 2 acres 36 guntas;

6.1.2 Moola Tippani

We have not been provided with moola tippani in relation to Survey No 64 (Document No 56). In view of the fact that Survey No 64 was subsequently bifurcated and no discrepancies having arisen so far regarding the boundaries or extent, we have not insisted on the production of the same.

6.1.3 Hissa Tippani

We have perused the Hissa Tippani issued on behalf of the Tahsildar, Bangalore East Taluk (Document No 57) in relation to land bearing Survey No 64 measuring 30 acres 9 guntas depicting the bifurcation of Survey No 64 into two portion is Survey No 64/1 and Survey No 64/2. The document further depicts the name of Mrs Sita Bhuttacharji as the hissadar of Survey No 64/1 and Ms Prema Bhuttacharji as the as the hissadar of Survey No 64/2.

6.1.4 Karnataka Revision Settlement Akarband

 (a) Survey No 64/1: Karnataka Revision Settlement Akarband in relation to Survey No 64/1 depicts the total and actual extent of the said land as 25 acres 23 guntas, there being no kharab land (Document No 58);



(b) <u>Survey No 64/2:</u> The Karnataka Revision Settlement Akarband (*Document No 59*) in relation to Survey No 64/2 depicts the total and actual extent of the said land as 4 acres 26 guntas, there being no kharab land.

We have not been provided with the rectified Akarband in relation to Survey No 64/1 and 64/2, in terms of the Order dated 21 July 2015 bearing No RRT (BE) CR/91/2015-16. In view of the fact that the phodi has been cancelled, we have not insisted on the production of the rectified Akarband. However, it is advisable to procure Akarband in relation to Survey No 64.

6.2. Survey No 65

6.2.1 Tippani

We have perused the Tippani issued on behalf of the Tahsildar, Bangalore East Taluk, Krishnarajapura (*Document No 60*) in relation to Survey No 65 depicting the shape and extent of the said property.

6.2.2 Hissa Tippani

We have been provided with Hissa Tippani in respect of Survey No 65 (Document No 61) depicting the sub-division of Survey No 65 into three sub-divisions Survey Nos 65/1, 65/2 and 65/3. The document further depicts the name of Mr M G Nagendra as the hissedar of Survey No 65/1 measuring 15 guntas and Survey No 65/2 measuring 8 acres 1.5 guntas (inclusive of 1.5 guntas of kharab) and the name of Mr M G Dattathreya as the hissedar of Survey No 65/3 measuring 18 acres 28.08 (inclusive of 2 ½ guntas of kharab land).

6.2.3 RR Balabagada Nakal

We have perused the RR Balabagada Nakal in respect of Survey No 65 (*Document No 62*) depicting the sub-division of Survey No 65 into three sub-divisions Survey Nos 65/1, 65/2 and 65/3. The document further depicts the name of Mr M G Nagendra as the hissedar of Survey No 65/1 measuring 15 guntas and Survey No 65/2 measuring 8 acres 1.5 guntas (inclusive of 1.5 guntas of kharab) and the name of Mr M G Dattathreya as the hissedar of Survey No 65/3 measuring 18 acres 28.08 (inclusive of 2 ½ guntas of kharab land).

6.2.4 Karnataka Revision Settlement Akarband

- (a) Survey No 65/1: The Karnataka Revision Settlement Akarband in relation to Survey No 65/1 depicts the total and actual extent of the said land as 15 guntas, there being no kharab land (Document No 63)
- (b) <u>Survey No 65/2</u>: The Karnataka Revision Settlement Akarband in relation to Survey No 65/2 depicts the total and actual extent of the said land as 8.08 guntas, there being 1.08 guntas of kharab land (*Document No 64*);



In view of the fact that the phodi has been cancelled, it is advisable to procure Akarband in relation to Survey No 65.

6.3. Survey No 68

6.3.1 Moola Tippani

We have perused the Moola Tippani issued on behalf of the Tahsildar, Bangalore East Taluk, Krishnarajapura (*Document No 65*) in relation to Survey No 68 depicting the shape and extent of the said property.

6.3.2 Hissa Tippani

We have pursued the Hissa Tippani in respect of Survey No 68 (*Document No 66*). The document depicts that Survey No 68 was bifurcated into two portions being Survey No 68/1 measuring 16 acres 37 guntas and Survey No 68/2 measuring 2 acres.

The document further depicts that (i) Survey No 68/1 has been further phodied into two portions and one of the portions has been allotted with Survey No 68/3 and the other portion has been retained with Survey No 68/1 and (ii) Survey No 68/2 has been further phodied into two portions and one of the portions has been allotted with Survey No 68/3 and the other portion has been retained with Survey No 68/2

The document depicts the name of Mr M G Nagendra as the hissedar of Survey No 65/1 measuring 15 guntas and Survey No 65/2 measuring 8 acres 1.5 guntas (inclusive of 1.5 guntas of kharab) and the name of Mr M G Dattathreya as the hissedar of Survey No 65/3 measuring 18 acres 28.08 (inclusive of 2 ½ guntas of kharab land).

6.3.3 RR Balabagada Nakal

We have perused the RR Balabagada Nakal in respect of Survey No 68 (Document No 67) depicting the sub-division of Survey No 68 into four sub-divisions ie Survey Nos 68/1, 68/2, 68/3 and Survey No 68/4. The document further depicts the name of Mr M G Nagendra as the hissedar of Survey Nos 68/1 and 68/2 and the name of Mr M G Dattathreya as the hissedar of Survey Nos 68/3 and 68/4.

6.3.4 Karnataka Revision Settlement Akarband

- (a) <u>Survey No 68/1</u>: The Karnataka Revision Settlement Akarband in relation to Survey No 68/1 depicts the total and actual extent of the said land as 8 acres 18.04 guntas, there being 12.04 guntas of kharab land (*Document No 68*);
- (b) <u>Survey No 68/2</u>: The Karnataka Revision Settlement Akarband in relation to Survey No 68/2 depicts the total and actual extent of the said land as 1 acre, there being no kharab land (*Document No 69*).



7. Endorsements:

- Nil Tenancy Certificate (NTC) under Sections 48-A and 77-A of the Karnataka Land Reforms Act, 1961 ("Land Reforms Act") (collectively Document No 70):
 - (a) NTC bearing No RD0039271017208 dated 22 August 2017 in relation to Survey No 64/1 measuring 7 acres 3 guntas;
 - (b) NTC bearing No RD0039271017209 dated 22 August 2017 in relation to Survey No 64/2 measuring 3 acres 31 guntas;
 - (c) NTC bearing No RD0039271017212 dated 22 August 2017 in relation to Survey No 65/1 measuring 15 guntas;
 - (d) NTC bearing No RD0039271017213 dated 22 August 2017 in relation to Survey No 65/2 measuring 8 guntas;
 - (e) NTC bearing No RD0039271017210 dated 22 August 2017 in relation to Survey No 68/1 measuring 8 acres 6 guntas;
 - (f) NTC bearing No RD0039271017211 dated 22 August 2017 in relation to Survey No 68/2 measuring 1 acre.

7.2. Endorsement under Sections 79-A and 79-B, Land Reforms Act, 1961:

We have been provided by the following endorsements all issued by the Assistant Commissioner, Bangalore North Sub-Division (collectively Document No 71), confirming that no proceedings have been pending / initiated under Sections 79-A, 79-B and 80 of the Karnataka Land Reforms Act 1961 in relation to —

- (a) Survey No 64/1 measuring 7 acres 3 guntas in Endorsement bearing No LRF (BE) CR / 511 / 2017-18 dated 29 August 2018;
- (b) Survey No 64/2 measuring 3 acres 31 guntas in Endorsement bearing No LRF (BE) CR / 512 / 2017-18 dated 29 August 2018;
- (c) Survey No 65/1 measuring 15 guntas in Endorsement bearing No LRF (BE) CR / 510 / 2017-18 dated 29 August 2018;
- (d) Survey No 65/2 measuring 8 acres in Endorsement bearing No LRF (BE) CR / 513 / 2017-18 dated 29 August 2018;
- (e) Survey No 68/1 measuring 8 acres 6 guntas in Endorsement bearing No LRF (BE) CR / 514 / 2017-18 dated 29 August 2018;
- (f) Survey No 68/2 measuring 1 acre in Endorsement bearing No LRF (BE) CR / 509 / 2017-18 dated 29 August 2018;
- 7.3. Endorsement under Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 ("PTCL Act"):

We have been provided by the following endorsements all issued by the Assistant Commissioner, Bangalore North Sub-Division (collectively Document No 72), confirming that no proceedings have been pending / initiated under the provisions of Karnataka Schedule Caste Schedule Tribe (Prohibition on Transfer of Certain Lands) Act in relation to —

& god



- (a) Survey No 64/1 measuring 7 acres 3 guntas in Endorsement bearing No PTCL (BE) CR / 763 / 2017-18 dated 4 September 2017;
- (b) Survey No 64/2 measuring 3 acres 31 guntas in Endorsement bearing No PTCL (BE) CR / 765 / 2017-18 dated 1 September 2017;
- (c) Survey No 65/1 measuring 15 guntas in Endorsement bearing No PTCL (BE) CR / 764 / 2017-18 dated 4 September 2017;
- (d) Survey No 65/2 measuring 8 acres in Endorsement bearing No PTCL (BE) CR / 760 / 2017-18 dated 1 September 2017;
- (e) Survey No 68/1 measuring 8 acres 6 guntas in Endorsement bearing No PTCL (BE) CR / 762 / 2017-18 dated 1 September 2017;
- (f) Survey No 68/2 measuring 1 acre in Endorsement bearing No PTCL (BE) CR / 761 / 2017-18 dated 1 September 2017.

7.4. Endorsement issued by the Karnataka Industrial Area Development Board ("KIADB"):

The Endorsement bearing No Bangalore/SLAO-2/1650/2017-18 dated 22 August 2017, issued by the Special Land Acquisition Officer – 2, KIADB, Bangalore (*Document No 73*) confirms that lands in Survey Nos 64/1 measuring 7 acres 3 guntas, 64/2 measuring 3 acres 31 guntas, 65/1 measuring 15 guntas, 65/2 measuring 8 acres, 68/1 measuring 8 acres 6 guntas and 68/2 measuring 1 acre have not been notified for acquisition in Notification bearing No CI 126 SPQ 2005 dated 19 December 2005 issued by KIADB.

8. Documents pertaining to Shreshta Infra Projects Private Limited (SIPPL):

8.1 Certificate of Incorporation:

The Certificate of Registration issued by the Registrar of Companies in Karnataka indicates that SIPPL was incorporated under the Companies Act 1956 on 12 September 2011 having Corporate Identity No U45200KA2011PTC0517 (Document No 74).

8.2 Memorandum of Association of SIPPL:

The Memorandum of Association of Shreshta Infra Projects Private Limited (*Document No 75*) indicates that its main object is to carry on the business of designing, developing and construction of apartments, homes, factory buildings, warehouses, hotels, etcetera as builders, property developers and labour contractors. They have objects incidental to the attainment of main objects.

The Memorandum of Association indicates Mr Jayashankar Bilidale Madaiah and Mr Karunesh Biledale Madaiah as the First Subscribers to the Company.

8.3 Resolutions passed by the Board of Directors of Shreshta Infra Projects Private Limited

The Board of Directors vide Resolution dated 01 March 2012 (Document No 76) have resolved to enter into Joint Development Agreements, Supplementary Agreements, Easement Deeds with the land owners Mr M G Nagendra and others for the purpose of development of lands



bearing Survey Nos 64/1, 64/2, 65/1, 65/2, 68/1 & 68/2 situated at Kodathi Village, Varthur Hobli, Bangalore East Taluk, Bangalore.

The Board of Directors vide Resolution dated 11 May 2012 (Document No 77) have resolved to issue shares (equity or preference) only to the First Subscribers to the Company or their Family Members and / or present Directors of the Company. Family Members shall mean and include the First Subscribers and their respective spouses and children.

9. Project Approval, Consents and Construction related documents:

9.1. Sanctioned Plan

Sanctioned Plan bearing No 33/2018-19 dated 2 November 2018 issued on behalf of the Commissioner, BDA depicts that permissions has been accorded for construction of 156 residential villas with each villa consisting of basement, ground and first floor and 16 duplex residential villas on the Schedule Property (Document No 78).

The document further depicts the total extent of the Schedule Property as 20 acres 34 gutnas out of which an extent of 25 guntas in Survey No 68/1 has been relinquished for road and the remaining area for the development in the Schedule Property as 20 acres 9 guntas. The document further depicts that out of the balance area of 20 acres 9 guntas an extent of 81847.04 square metres has been relinquished and reserved for park and open space and an extent of 4103.12 square meters has been reserved for civic amenity. The document depicts that the total extent available for development after deducting the area relinquished and the area reserved for civic amenities as 77743.87 square metres.

9.2. Sanction Letter

We have perused the Sanctioned Letter bearing No 33/2018-19 dated 2 November 2018 issued on behalf of the Commissioner, BDA (*Document No 79*). The document depicts that permissions has been accorded for construction of 156 residential villas with each villa consisting of basement, ground and first floor and 16 duplex residential villas on the Schedule Property.

9.3. Environmental Clearance by State Level Environment Impact Assessment Authority ("SLEIAA")

Environmental Clearance Certificate issued by SLEIAA dated 25 May 2018 issued by the Member Secretary, SEIAA, Karnataka (*Document No 80*) depicts that they have no objection for the construction of residential project consisting of 19 Blocks with 156 Villas comprising of basement, ground and upper ground floors and 16 D EWS units with ground floor with a total number of 278 car parking slots.



10. Encumbrance Certificates and Charges

10.1. Encumbrance Certificates

(a) Survey No 64 measuring 30 acres 9 guntas (collectively Document No 81)

Encumbrance certificate for the period from 01 April 1940 to 31 March 2004 issued in relation to Survey No 64 measuring 30 acres 9 guntas depicts the following transactions:

- Sale Deed dated 04 May 1944 registered as Document No 5455/1944-45 executed by Mrs M J B Donald in favour of Mr Bipin Chandra Bhuttacharji;
- Deed of Transfer dated 23 December 1952 registered as Document No 5763/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of Ms Rajyalaxmi Bhuttacharji;
- Deed of Transfer dated 23 December 1952 registered as Document No 5762/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of Ms Prema Bhuttacharji;
- Sale Deed dated 28 April 1983 registered as Document No 752/1983-84 executed by Mrs Prema Taylor (represented by her attorney holder Mr B C Bhuttacharji) in favour of Mr M G Nagendra;
- v. Sale Deed dated 19 July 1983 registered as Document No 2751/1983-84 executed by Mrs Mukherji (represented by her attorney holder Mr B C Bhuttacharji) in favour of Mr M G Nagendra and Mr M G Dattathreya.

We note that the aforesaid encumbrance certificate depicts the name of Ms Rajyalaxmi Bhuttacharji instead of Ms Sita Bhuttacharji and the same appears to be an error as the details of the registration does not vary.

(b) Survey No 64/1 (collectively Document No 82)

Encumbrance Certificate for the period from 01 April 2004 to 05 July 2017 issued in relation to Survey No 64/1 depicts the following transactions:

- Partition Deed dated 15 April 2004 registered as Document No 1025/2004-05, executed between Mr M G Nagendra and his brother M G Dattathreya;
- Partition Deed dated 15 April 2004 registered as Document No 1035/2004-05 executed between Mr M G Nagendra and his brother M G Dattathreya;
- Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch in relation to Survey No 64/1 measuring 21 guntas;
- Mortgage Deed dated 07 February 2011 registered as Document No 7817/2010-11 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch in relation to Survey No 64/1 measuring 21 guntas;
- Joint Development Agreement dated 02 June 2012 registered as Document No 1155/2012-13 entered between Mr M G Nagendra and others in favour of Shreshta Infra Projects Private Limited;
- vi. Confirmation Deed dated 28 March 2016 registered as Document No 222/2016-17 entered between Mr M G Nagendra and his family members.



Note that, we have not sought for the aforesaid Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08 and Mortgage Deed dated 07 February 2011 registered as Document No 7817/2010-11 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch with regard to Survey No 64/1 measuring 21 guntas, as the same does not form a subject matter of this Report.

Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 64/1 measuring 7 acres 3 guntas depicts nil encumbrance (*Document No 83*).

(c) Survey No 64/2 (collectively Document No 84)

Encumbrance Certificate for the period from 01 April 2004 to 05 July 2017 issued in relation to Survey No 64/2 depicts the following transactions:

- Partition Deed dated 15 April 2004 registered as Document No 1035/2004-05 executed between Mr M G Nagendra and his brother M G Dattathreya;
- Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch in relation to Survey No 64/2 measuring 23 guntas;
- Mortgage Deed dated 07 February 2011 registered as Document No 7817/2010-11 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch in relation to Survey No 64/2 measuring 23 guntas;
- Joint Development Agreement dated 02 June 2012 registered as Document No 1155/2012-13 entered between Mr M G Nagendra and others in favour of Shreshta Infra Projects Private Limited;
- Confirmation Deed dated 28 March 2016 registered as Document No 222/2016-17 entered between Mr M G Nagendra and his family members.

Note that, we have not sought for the aforesaid Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08 and Mortgage Deed dated 07 February 2011 registered as Document No 7817/2010-11 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch with regard to Survey No 64/2 measuring 23 guntas, as the same does not form a subject matter of this Report.

Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 64/2 measuring 3 acres 31 guntas depicts nil encumbrance (*Document No 85*).

(d) Survey No 65 measuring 27 acres 1 gunta (collectively Document No 86)

Encumbrance Certificate in relation to Survey No 65 for the period from 01 April 1940 to 14 February 1957 depicts the following transactions:

 Sale Deed dated 04 May 1944 registered as Document No 5455/1944-45 executed by Mrs M J B Donald in favour of Mr Bipin Chandra Bhuttacharji;



 Deed of Transfer dated 23 December 1952 registered as Document No 5762/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of Ms Prema Bhuttacharji.

(e) Survey Nos 65/1 & 65/2 (Old Survey No 65 measuring 27 acres 1 gunta (collectively Document No 87)

Encumbrance certificate in relation to (Old Survey No 65) New Survey Nos 65/1 & 65/2 for the period from 15 February 1957 to 05 July 2017 depicts the following transactions:

- Sale Deed dated 28 April 1983 registered as Document No 752/1983-84 executed by Mrs Prema Taylor in favour of Mr M G Nagendra and Mr M G Dattathreya;
- Partition Deed dated 15 April 2004 registered as Document No 1035/2004-05 executed between Mr M G Nagendra and Mr M G Dattathreya;
- Joint Development Agreement dated 02 June 2012 registered as Document No 1155/2012-13 entered between Mr M G Nagendra and others in favour of Shreshta Infra Projects Private Limited;
- Confirmation Deed dated 28 March 2016 registered as Document No 222/2016-17 entered between Mr M G Nagendra and his family members.

Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 65/1 measuring 15 guntas depicts nil encumbrance (*Document No 88*).

Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 65/2 measuring 8 acres 2 guntas depicts nil encumbrance (*Document No 89*).

(f) Survey No 68 (New Survey Nos 68/1 and 68/2

Encumbrance certificate in relation to Survey No 68 (New Survey Nos 68/1 and 68/2 for the period from 01 April 1940 to 5 July 2017 (Document No 90) depicts the following transactions:

- Sale Deed dated 04 May 1944 registered as Document No 5455/1944-45 executed by Mrs M J B Donald in favour of Mr Bipin Chandra Bhuttacharji;
- Deed of Transfer dated 23 December 1952 registered as Document No 5763/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of Ms Sita Bhuttacharji;
- Deed of Transfer dated 23 December 1952 registered as Document No 5764/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of Ms Gita Bhuttacharji.
- Sale Deed dated 19 July 1983 registered as Document No 2750/1983-84 executed by Mrs Gita Martin in favour of Mr M G Nagendra and Mr M G Dattathreya;
- Sale Deed dated 19 July 1983 registered as Document No 2751/1983-84 executed by Mrs Mukherji in favour of Mr M G Nagendra and Mr M G Dattathreya.
- Partition Deed dated 15 April 2004 registered as Document No 1025/2004-05, executed between Mr M G Nagendra and his brother M G Dattathreya;
- Partition Deed dated 15 April 2004 registered as Document No 1014/2004-05 executed between Mr M G Nagendra and his brother M G Dattathreya;



- Easement Agreement dated 02 June 2012 registered as Document No 1175/2012-13 executed between Mr M G Nagendra and Shreshta Infra Projects Private Limited;
- Joint Development Agreement dated 02 June 2012 registered as Document No 1155/2012-13 entered between Mr M G Nagendra and others in favour of Shreshta Infra Projects Private Limited;
- Confirmation Deed dated 28 March 2016 registered as Document No 222/2016-17 entered between Mr M G Nagendra and his family members;
- Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch;

As stated earlier, we have not sought for the aforesaid Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08, as the same does not form a subject matter of this Report.

In addition to the aforesaid transaction, the Encumbrance certificates depicts the following transactions:

- Sale Deed dated 30 August 2004 registered as Document No 14350/2004-05 executed by Mr Muniyellappa and others in favour of Mr Y Kakesh in relation to Site No 5;
- Sale Deed dated 24 November 2004 registered as Document No 21086/2004-05 executed by Mr Muniyellappa in favour of Mrs Cadance D Rozaria in relation to Site No 6;
- Sale Deed dated 11 August 2006 registered as Document No 12480/2006-07 executed by Mr Muniyellappa and Others in favour of Mr Jayarama Reddy in relation to property bearing khata No 210/797;
- iv. Sale Deed dated 17 May 2012 registered as Document No 807/2012-13 executed by Mr M Munikrishnappa and others in favour of Mrs Jachhana Bijayee Patnaik in relation to Khata No 210 (assessment No 797);
- v. Sale Deed dated 29 August 2012 registered as Document No 2746/2012-13 executed by Mr Rudresh M V and others in favour of Mrs Gyana Sayeet in relation to Site No 3 (Khata No 210):
- Rectification Deed dated 07 November 2012, registered as Document No 4508/2012-13 executed between Mr Muniyeliappa and Mrs Cadance D Rozario in relation to Site Nos 6 and 7 (Khata No 210);
- Sale Deed dated 07 November 2012, registered as Document No 4509/2012-13 executed by Mrs Cadance D Rozario in favour of Ms Swapna in relation to Site No 6 (Khata No 210);

Further, it appears that few sites have been carved out of Survey No 68. We are given to understand that the sites have been formed in the adjacent portion is portion belonging to Mr Dattathreya and not in the Schedule Property and that the aforesaid sale deeds are not pertaining to the Schedule Property.

Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 68/1 measuring 8 acres 18 guntas depicts nil encumbrance (Document No 91).

Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 68/2 measuring 1 acre depicts nil encumbrance (*Document No 92*).



(g) Schedule Property

Encumbrance Certificate for the period from 1 April 2004 to 3 July 2019 issued in relation to the Schedule Property depicts as under (Document No 93):

- Joint Development Agreement dated 2 June 2012 registered as Document No 1155/2012-13 executed between Mr M G Nagendra, Mrs Ramola and Mr Sunil N Mysore in favour of SIPP in relation to the Schedule Property;
- Confirmation Deed dated 28 March 2016, registered as Document No 222/2016-17 executed by Mr M G Nagendra in relation to the Schedule Property;
- Deposit of Title Deeds dated 10 July 2018, registered as Document No 3369/2018-19 executed by SIPPL and others in favour of Piramal Trusteeship Services Private Limited in relation to the Schedule Property;
- iv. Confirmation Deed dated 22 December 2017, registered as Document No 8661/2017-18 executed by Mr M N Ramola and Mr Sunil N Mysore in favour of SIPPL in relation to the Schedule Property;
- Deposit of Title Deeds dated 10 July 2018, registered as Document No 7260/2017-18
 executed by SIPPL in favour of Piramal Trusteeship Services Private Limited in relation to
 the Schedule Property;
- Mortgage Deed dated 02 August 2007 registered as Document No 2319/2007-08 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch in relation to Survey No 64/1 measuring 21 guntas;
- Mortgage Deed dated 07 February 2011 registered as Document No 7817/2010-11 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch in relation to Survey No 64/1 measuring 21 guntas;

As stated above, we have not sought for the aforesaid Mortgage Deed dated 02 August 2007, registered as Document No 2319/2007-08 and Mortgage Deed dated 07 February 2011, registered as Document No 7817/2010-11 executed by Mr M G Dattathreya in favour of State Bank of India, Hoskote Branch with regard to Survey No 64/1 measuring 21 guntas, as the same does not form a subject matter of this Report.

Further, we observe that the said encumbrance certificate does not record the Relinquishment Deed dated 2 May 2018, registered as Document No 613/2018-2019. Hence, it is advisable to obtain a fresh and upto date encumbrance certificate recording all the transactions in relation to the Schedule Property including the said Relinquishment Deed dated 2 May 2018, registered as Document No 613/2018-2019 and Relinquishment Deed dated 2 August 2018, registered as Document No 3037/2018-19.

10.2. Charges:

SIPPL along with Akarsh Residence Private Limited mortgaged the Schedule Property along with another property in favour of Piramal Trusteeship Services Private Limited (appointed for the benefit of Piramal Finance Limited) vide Memorandum of Entry for Deposit of Title Deeds dated 17 November 2017, registered as Document No INR-1-07260/2017-18, Book-I, stored in CD No INRD202 at the office of the Sub Registrar, Indiranagar, Bangalore and it appears that the charge is still subsisting (Document No 94).



Pursuant to the Memorandum of Entry for Deposit of Title Deeds dated 17 November 2017, Piramal Trusteeship Services Private Limited, acting as a security trustee of SIPPL vide Memorandum of Entry by Deposit of Title Deeds and Constructive Deposit of Title Deeds dated 10 July 2018, registered as Document No INR-1-03369/2018-2019, Book-I, stored in CD No INRD221 at the office of the Sub Registrar, Gandhinagar, Bangalore have created a charge in favour of Piramal Trusteeship Services Private Limited in relation to the Schedule Property (Document No 95).

Form No CHG-1 (application for registration of creation and modification of charge) (*Document No 96*) depicts the charge created by SIPPL in favour of Piramal Trusteeship Services Private Limited *vide* Memorandum of Entry for Deposit of Title Deeds dated 17 November 2017, registered as Document No 7260/2017-18.

We have also perused the Certificate of registration of charge (*Document No 97*) depicting the charge created by SIPPL in favour of Piramai Trusteeship Services Private Limited *vide* Memorandum of Entry for Deposit of Title Deeds dated 17 November 2017.

11. Details of acquisition and Litigation

11.1. Acquisition

- 11.1.1. A perusal of the Gazette copy of the Preliminary Notification under Section 4(1) of the Land Acquisition Act dated 04 August 1981 bearing No LAQ (1) SR 7/81-82 published in the Karnataka Gazette on 20 August 1981 (Document No 98) indicates that Survey No 64 measuring 18 acres 11 guntas was notified for acquisition for the purpose of organising a basic seed farm. The same is corroborated by the revenue records provided to us. Though we have not been provided with copy of final notification and award pertaining to the said acquisition and the sketch depicting the location of the area acquired in Survey No 64, to enable to us to confirm that the acquired portion does not form a part of the Schedule Property, the perusal of the RTC/s (refer Clause 3.1) indicate that National Silk Worm Seeds Project-Central Silk Board has been in continuous possession and enjoyment of the said portion since 1982-83.
- 11.1.2. As stated earlier in this Report, the Schedule Property was proposed to be acquired by the BDA for formation of Kyasamballi Changalaraya Reddy Layout. In this regard, we have neither been provided with the preliminary and final notification confirming acquisition of the Schedule Property by BDA nor have we been provided with the de-notification/withdrawal notification confirming that the Schedule Property has been de-notified/withdrawn from acquisition. It is advisable to obtain an endorsement confirming that the Schedule property has not been acquired by the BDA.

11.2. Litigation:

Based on the documents provided for our review, it appears that there are no pending litigations in relation to the Schedule Property.



12. Inspection of Originals

This Report is based on the photocopies of the documents produced for our inspection as indicated in the Annexure and we have not carried out verification of the original title documents.

13. Opinion

The scope of our legal review and issuance of title due diligence report in relation to the Schedule Property at the request of Shreshta Infra Projects Private Limited ("Client"), is limited by the following general parameters:

- This Report is strictly based on the review of documents and clarifications provided to us by the Client till the date hereof.
- (ii) This Report is limited to review of title to the Schedule Property.
- (iii) This Report seeks to describe the legal issues in relation to the title of the Schedule Property as on the date of its issue, on the basis of information and documents provided. We assume no obligation to advise Client of any changes which may thereafter occur, whether or not brought to our attention.
- (iv) The contents of this Report are confidential in nature and have been prepared solely for the benefit of the Client. Neither this Report nor any of its contents may be disclosed, without our prior written consent, to any person other than Client, its officers and employees who are directly involved in the proposed transaction set out in this Report.
- (v) We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as original, and the conformity of the copies or extracts submitted to us with that of the respective original documents.
- (vi) We have assumed the existence, capacity, power and authority of each of the parties to the documents (which we have examined as above) to enter into and perform their respective obligations under the documents.
- (vii) We have assumed that the documents submitted to us by the Client in connection with any particular issue are the only documents relating to such issue.
- (viii) To the extent possible, we have relied upon documents and records maintained by the owner and/or provided for our review by Client. Where such documents/records were not available for review, we have relied upon the veracity of statements made by Client representatives and the details of such representations are set out in the Report at the relevant places, which are self-explanatory.
- (ix) To the extent that this Report contains or refers to reports, memorandums, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports, memorandums, opinions or advice.





- (x) Since valuation and physical verification of the Schedule Property or any assets forming part thereof, including the buildings constructed or under construction or to be constructed in future, are not included in our scope of work, we have not opined on the same in this Report.
- (xi) This Report is limited to the matters expressly set out in it and should not be read as extending by implication to any other matter.
- (xii) We have also assumed that there are no facts or circumstances in existence and no events have occurred which have rendered the title documents of the Schedule Property void or voidable.
- (xiii) The agreements comprised or referred to in the documents reviewed may not have been carried into effect, may have been breached or may have been amended orally or otherwise by the parties, including by conduct or by a course of dealing, without our being aware of the same. In addition, there may be agreements which are wholly oral which may not have been brought to our attention.
- (xiv) We have not conducted any independent searches at the office of the Sub-Registrar of Assurances, Registrar of Companies, High Court of Karnataka, City Civil and Sessions Court or any other government authorities and have relied solely on the documents and information furnished by the Client. We have relied on the representation of the Client that apart from the litigation set out in this Report, which have been settled / disposed off, there exist no other litigation or dispute pertaining to the Schedule Property or any potion thereof.
- (xv) We have reviewed the documents and records from the limited perspective of examining the title and legal compliance and have not sought to identify or evaluate financial, technical or commercial issues. Accordingly, we do not express any opinion as to commercial, technical, financial or fiscal issues.
- (xvi) We have not conducted any tax, financial, technical, elaborate environmental and / or employee due diligence.
- (xvii) Our aggregate liability for any claim by the Client arising out of or in connection with this Report, or any use thereof, shall in no event exceed the amount of the fees paid to us for undertaking this due diligence exercise.

On the basis of our scrutiny and examination of the photocopies of the documents produced and listed in the Annexure and on the basis of information/documents furnished to us and after consideration of all relevant land laws applicable in the State of Karnataka and subject to the observations made herein and the requisition for additional documents, we are of the opinion that Mrs. M N Ramola wife of late Mr M G Nagendra and her son Mr Sunil N Mysore are the owners of the Schedule Property and SIPPL by virtue of the JDA dated 02 June 2012 read with Supplemental Agreement dated 02 June 2012, GPA dated 02 June 2012 and Sharing Agreement dated 16 January 2019, SIPPL is entitled to develop, lease, sell and dispose of their share in the Schedule Property. The marketability of the title to the



Schedule Property is subject to the subsisting mortgage created in favour of Piramal Trusteeship Services Private Limited.

It is recommended to ascertain the access to the Schedule Property, by a physical survey.

The Report is limited to certifying the legal right, title of the present owners based on an examination documents noted herein as set out in the Annexure and does not in any way certify the physical location and other physical encumbrance upon the Schedule Property.

Yours faithfully For KHAITAN & CO LLP

(RASHMI DESHPANDE)

Partner



ANNEXURE List of photocopies of the documents perused in relation to the Schedule Property

SI No	Description of Documents
1.	Village Map of Kodathi Village, Varthur Hobli, Bangalore South Taluk.
2.	Sale Deed dated 04 May 1944 registered as Document No 5455/1944-45, Book-I, Volume 696, Pages 1 to 6, at the office of the Sub Registrar, Bangalore Taluk, executed by Mrs J B Donald in favour of Mr Bipin Chandra Bhuttacharji in relation to the Larger Property.
3.	Deed of Transfer dated 23 December 1952 registered as Document No 5762/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of his daughter Ms Prema Bhuttacharji in relation to an extent of 27 acres 1 gunta in Survey No 65 and western portion measuring 2 acres 36 guntas in Survey No 64.
4.	Deed of Transfer dated 23 December 1952 registered as Document No 5763/1952-53 executed by Mr Bipin Chandra Bhuttacharji in favour of his daughter Ms Sita Bhuttacharji in relation to eastern portion measuring 27 acres 13 guntas in Survey No 64 and southern portion measuring 2 acres in Survey No 68.
5.	Deed of Transfer dated 23 December 1952 registered as Document No 5764/1952-53, Book-I, Volume 1318, pages 15 to 16 at the office of the Sub Registrar, Bangalore executed by Mr Bipin Chandra Bhuttacharji in favour of his daughter Ms Gita Bhuttacharji, in relation to northern portion measuring 16 acres 3 guntas in Survey No 68.
6.	Sale Deed dated 27 April 1983 registered as Document No 752/1983-84, Book-I, Volume 1968, Pages 36 to 43 at the office of the Sub Registrar, Bangalore, executed by Ms Prema Bhuttacharji (represented by her attorney holder Mr Bipin Chandra Bhuttacharji) in favou of Mr M G Nagendra son of Mr M L Gopala Setty in relation to Survey No 65 measuring 2 acres 11 guntas and portion measuring 2 acres 36 guntas in Survey No 64.
7.	Sale Deed dated 19 July 1983 registered as Document No 2751/1983-84 executed by M. Sita Bhuttacharji (represented by her attorney holder Mr Bipin Chandra Bhuttacharji) in favour of Mr M G Nagendra son of Mr M L Gopala Setty in relation to an extent of land measuring 9 acres 2 guntas in Survey No 64 and portion measuring 2 acres in Survey No 68
8.	Sale Deed dated 19 July 1983, registered as Document No 2750/1983-84 executed by M Gita Bhuttacharji (represented by her attorney holder Mr Bipin Chandra Bhuttacharji) i favour of Mr M G Nagendra son of Mr M L Gopala Setty in relation to an extent of lan measuring 16 acres 12 guntas in Survey No 68.
9.	Mutation Register Extract bearing MR Nos 25/1983-84, 26/1983-84 and 27/1983-84.



10.	Mutation Register Extract bearing MR No 15/2009-10.
11,	Partition Deed dated 15 April 2004, registered as Document No BAS-1-01035/04-05, Book- I, stored in CD No BASD46 at the office of the Sub Registrar, Bangalore South Taluk, executed between Mr M G Nagendra and his brother Mr M G Dattathreya in relation to Item 1 ie Survey No 65 measuring 27 acres 5 guntas and (ii) Survey No 64 (later renumbered as Survey No 64/2) measuring 2 acres 36 guntas.
12.	Mutation Register Extract bearing MR No 61/2003-04 in relation to Item 1 ie Survey No 65 measuring 27 acres 5 guntas and (ii) Survey No 64 (later renumbered as Survey No 64/2) measuring 2 acres 36 guntas.
13.	Partition Deed dated 15 April 2004, registered as Document No BAS-1-01025/04-05, Book-1, stored in CD No BASD46 at the office of the Sub Registrar, Bangalore South Taluk executed between Mr M G Nagendra and his brother Mr M G Dattathreya in relation to portion of Item 2 (ie) Survey No 64, presently bearing Survey No 64/1 measuring 9 acres 2 guntas and (ii) Survey No 68, presently bearing Survey No 68/2 measuring 2 acres.
14.	Mutation Register Extract bearing MR No 63/2003-04.
15.	Partition Deed dated 15 April 2004 registered as Document No BAS-1-01014/04-05, Book- I, stored in CD No BASD46 at the office of the Sub Registrar, Bangalore South Taluk, executed between Mr M G Nagendra and his brother Mr M G Dattathreya in relation to Item 3 ie Survey No 68, presently bearing Survey No 68/1, measuring 16 acres 37 guntas including 25 guntas kharab land.
16.	Mutation Register Extract bearing MR No 62/2003-04.
17.	Partition Deed dated 10 April 2006 registered as Document No 98/2006-07, Book-I, stored in CD No CKMD22 at the office of the Sub Registrar, Chikkamagalur, executed between Mr M G Nagendra and his son Mr Sunil N Mysore.
18.	Confirmation Deed dated 28 March 2016, registered as Document No 222/2016-17, Book-1, stored in CD No SHVD225 at the office of the Sub Registrar, Shivajinagar, Bangalore executed between Mr M G Nagendra, his wife Mrs M N Ramola, son Mr Sunil N Mysore, his wife Mrs Jyotsna S Mysore (for self, as attorney holder of her son Mr Sunoj Mysore and as mother and natural guardian of her minor daughter Soha Mysore).
19.	General Power of Attorney dated 27 February 2016, registered as Document No JAY-4-01285/2015-16 in Book-IV, stored in CD No JAYD245 at the office of the Sub-Registrar, Jayanagar, Bangalore, executed by Mr Sunoj Mysore in favour of his mother Mrs Jyothsna S Mysore.
20.	Joint Development Agreement dated 02 June 2012, registered as Document No 1155/2012- 13, stored in CD No VRTD 154, at the office of the Sub Registrar, Shivajinagar (Varthur)



	Bangalore, executed between Mr M G Nagendra, his wife Mrs Ramola, their son Mr Sunil N Mysore and Shreshta Infra Projects Private Limited.
21.	Power of Attorney dated 19 January 2006 registered as Document No 962/2003-04 executed by Mr B M Karunesh in favour of Mr Kiran Kumar P.
22.	General Power of Attorney dated 02 June 2012 registered as Document No 41/2012-13 executed by Mr M G Nagendra, his wife Mrs Ramola, and their son Mr Sunil N Mysore in favour of Shreshta Infra Projects Private Limited.
23.	Supplementary Agreement dated 02 June 2012 executed between Mr M G Nagendra, his wife Mrs Ramola, their son Mr Sunil N Mysore and Shreshta Infra Projects Private Limited.
24.	Easement Agreement dated 02 June 2012 registered as Document No 1175/2012-13 entered between Mr M G Nagendra, his wife Mrs Ramola, their son Mr Sunil N Mysore and Shreshta Infra Projects Private Limited.
25.	Death Certificate of Mr M G Nagendra.
26.	Last Will and Testament dated 05 March 2016 registered as Document No 550/2015-16 executed by Mr M G Nagendra in favour of his wife Mrs Ramola and son Mr Sunil N Mysore.
27.	Order of the Assistant Commissioner dated 21 July 2015 bearing Reference No RRT (B E CR/91/2015-16.
28.	Mutation Register Extract bearing MR No H45/2015-16.
29.	Confirmation Deed dated 22 December 2017, registered as Document No 8661/2017-2018 Book-I, stored in CD No INRD205, Book-I, stored in CD No INRD205 at the office of the Sub Registrar, Indiranagar, Bangalore executed by Mrs M N Ramola and Mr Sunil N Mysore in favour of SIPPL.
30.	Order dated 7 September 2017 in case bearing No LJD/Appeal 04/2017-18 wherein (i Assistant Director of Land Records, Bangalore.
31.	Mutation Register Extract bearing MR No T8 dated 7 February 2018.
32.	Order dated 7 September 2017 in case bearing No LID/Appeal 05/2017-18 filed on the file of the Court of Joint Director of Land Records, Bangalore Urban District.
33.	Mutation Register Extract bearing MR No T9 dated 7 February 2018.
34.	Relinquishment Deed dated 2 May 2018, registered as Document No 613/2018-2019, Book I, stored in CD No BDAD236 at the office of the Sub Registrar, Bangalore Urban Talu executed by SIPPL in favour of BDA.



35.	Relinquishment Deed dated 2 August 2018, registered as Document No BDA-1-03037/2018-19, stored in CD No BDAD239 at the office of the Sub Registrar, Bangalore District.
36.	Sharing Agreement dated 16 January 2019 executed by Mrs M N Ramola, Mr Sunil N Mysore alias Sunil Nagendra Mysore and SIPPL.
37.	RTC extracts in relation to Survey No 64, for the years 1967-68 to 1984-85 and 1987-88 in relation to Survey No 64 measuring 30 acres 9 guntas.
38.	RTC extracts in relation to Survey No 64/1, for the years 1988-89 to 2017-18.
39.	RTC extracts in relation to Survey No 64/2, for the years 1988-89 to 1991-92, 1998-99 to 2017-18.
40.	RTC extract for the period from 2019-2020 issued in relation to Survey No 64 measuring 30 acres 9 guntas.
41.	RTC extracts in relation to Survey No 65 measuring 27 acres 5 guntas, for the years 1967-68 to 2001-02, 2005-06 to 2008-09.
42.	RTC extracts in relation to Survey No 65/1 measuring 15 guntas for the years 2009-10 to 2017-18.
43.	RTC extract in relation to Survey No 65/2 for the years 2010-11 to 2017-18.
44.	RTC extract for the period from 2019-2020 in relation to Survey No 65 measuring 27 acres 5 guntas inclusive of 4 guntas kharab land.
45.	RTC extracts in relation to Survey No 68 measuring 18 acres 37 guntas inclusive of 25 guntas kharab land for the years 1967-68 to 1984-85 and for the year 1987-88.
46.	RTC extracts in relation to Survey No 68/1 measuring 16 acres 37 guntas inclusive of 25 guntas kharab land for the years 1988-89 to 2001-02, 2005-06 to 2008-09.
47.	RTC extracts in relation to Survey No 68/1 measuring 8 acres 18.25 guntas inclusive of 12.25 guntas kharab land for the years 2009-10 to 2016-17 and 2019-20.
48.	RTC extracts in relation to Survey No 68/2 measuring 2 acres for the years 1988-89 to 2008 09.
49.	RTC extracts in relation to Survey No 68/2 measuring 1 acre for the years 2009-10 to 2016 17 and 2019-2020.
50.	Official Memorandum dated 16 June 2011 bearing Reference No ALN (EVH) SR 98/2011-1 and conversion sketch.



51.	Challan for payment of conversion fee,
52.	Mutation Register Extract bearing MR No H51/2011-12.
53.	Form 11 B issued by Kodathi Grama Panchayath.
54.	Tax paid receipt for the 2017-18 to 2019-2020.
55.	Entry Nos 990, 991, 1125 & 1131 in Record of Rights.
56.	Moola tippani in relation to Survey No 64.
57.	Hissa Tippani and Atlas in relation to Survey No 64.
58.	Karnataka Revision Settlement Akarband in relation to Survey No 64/1.
59.	Karnataka Revision Settlement Akarband in relation to Survey No 64/2.
60.	Tippani in relation to Survey No 65.
61.	Hissa Tippani in relation to Survey No 65.
62.	RR Balabagada Nakal in relation to Survey No 65 and Atlas in relation to Survey Nos 65/1, 65/2 & 65/3.
63.	Karnataka Revision Settlement Akarband in relation to Survey No 65/1.
64.	Karnataka Revision Settlement Akarband in relation to Survey No 65/2.
65.	Moola Tippani in relation to Survey No 68.
66.	Hissa Tippani and Atlas in relation to Survey Nos 68/1 and 68/2.
67.	RR Balabagada Nakal in relation to Survey No 68/1 & 68/2.
68.	Karnataka Revision Settlement Akarband in relation to Survey No 68/1.
69.	Karnataka Revision Settlement Akarband in relation to Survey No 68/2.
70.	Nil Tenancy Certificates in relation to Survey Nos 64/1 measuring 7 acres 3 guntas, 64/2 measuring 3 acres 31 guntas, 65/1 measuring 15 guntas, 65/2 measuring 8 acres, 68/1 measuring 8 acres 6 guntas, 68/2 measuring 1 acre.



71.	79-A, 79-B and 80 endorsements in relation to Survey Nos 64/1 measuring 7 acres 3 guntas, 64/2 measuring 3 acres 31 guntas, 65/1 measuring 15 guntas, 65/2 measuring 8 acres, 68/1 measuring 8 acres 6 guntas, 68/2 measuring 1 acre.
72.	PTCL endorsements in relation to Survey Nos 64/1 measuring 7 acres 3 guntas, 64/2 measuring 3 acres 31 guntas, 65/1 measuring 15 guntas, 65/2 measuring 8 acres 6 guntas, 68/2 measuring 1 acre.
73.	Endorsement bearing No Bangalore/LAO-2/1650/2017-18 dated 22 August 2017 issued by the KIADB, Bangalore in relation to Survey Nos 64/1 measuring 7 acres 3 guntas, 64/2 measuring 3 acres 31 guntas, 65/1 measuring 15 guntas, 65/2 measuring 8 acres, 68/1 measuring 8 acres 6 guntas, 68/2 measuring 1 acre.
74.	Certificate of Incorporation of Shreshta Infra Projects Private Limited.
75,	Memorandum and Articles of Association of Shreshta Infra Projects Private Limited.
76.	Board Resolution of Shreshta Infra Projects Private Limited dated 01 March 2012.
77.	Board Resolution of Shreshta Infra Projects Private Limited dated 11 May 2012.
78.	Sanctioned Plan bearing No 33/2018-19 dated 2 November 2018 issued on behalf of the Commissioner, BDA.
79.	Sanctioned Letter bearing No 33/2018-19 dated 2 November 2018 issued on behalf of the Commissioner, BDA.
80.	Environmental Clearance Certificate issued by SLEIAA dated 25 May 2018 issued by the Member Secretary, SEIAA, Karnataka.
81.	Encumbrance certificate for the period from 01 April 1940 to 31 March 2004 issued in relation to Survey No 64 measuring 30 acres 9 guntas.
82.	Encumbrance Certificate for the period from 01 April 2004 to 05 July 2017 issued in relation to Survey No 64/1.
83.	Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 64/1 measuring 7 acres 3 guntas.
84.	Encumbrance Certificate for the period from 01 April 2004 to 05 July 2017 issued in relation to Survey No 64/2.
85.	Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 64/2 measuring 3 acres 31 guntas.
86.	Encumbrance Certificate in relation to Survey No 65 for the period from 01 April 1940 to 1 February 1957.
87.	Encumbrance certificate in relation to (Old Survey No 65) New Survey Nos 65/1 & 65/2 for the period from 15 February 1957 to 05 July 2017.
88.	Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relatio to Survey No 65/1 measuring 15 guntas.
89.	Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relatio to Survey No 65/2 measuring 8 acres 2 guntas.



90.	Encumbrance certificate in relation to Survey No 68 (New Survey Nos 68/1 and 68/2 for the period from 01 April 1940 to 5 July 2017.
91.	Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 68/1 measuring 8 acres 18 guntas.
92.	Encumbrance Certificate for the period 5 July 2017 to 8 September 2017 issued in relation to Survey No 68/2 measuring 1.
93.	Encumbrance Certificate for the period from 1 April 2004 to 3 July 2019 issued in relation to the Schedule Property.
94.	Memorandum of Entry for Deposit of Title Deeds dated 17 November 2017, registered as Document No INR-1-07260/2017-18, Book-I, stored in CD No INRD202 at the office of the Sub Registrar, Indiranagar, Bangalore.
95.	Memorandum of Entry by Deposit of Title Deeds and Constructive Deposit of Title Deeds dated 10 July 2018, registered as Document No INR-1-03369/2018-2019, Book-I, stored in CD No INRD221 at the office of the Sub Registrar, Gandhinagar, Bangalore
96.	Form No CHG-1 (application for registration of creation and modification of charge).
97.	Certificate of registration of charge.
98.	Gazette copy of Preliminary Notification under the Land Acquisition Act, dated 04 August 1981, bearing No LAQ (1) SR 7/81-82 published in the Karnataka Gazette on 20 August 1981.

