

APPEAL No.(K-REAT).....14/2021

IN THE REAL ESTATE APPELLATE TRIBUNAL AT
BENGALURU

PRESENTATION FORM

Filed on: 20/08/2018
AT KAT

Appeal No. /2018 (RERA)

Bengaluru District

S. NAGARAJA
Advocate

Between
M/s BHUMIKA BUILDERS

No.439, 8th Cross, Off 9th Cross,
1st Block, Jayanagar,
Bengalure-560 011
Mob:- 9845072621

And
THE INTERIM REAL ESTATE
REGULARITY AUTHORITY

SI No		Court Fee On the paper	
1.	Description of Papers Present		18
2.	Index		
3.	On the Memo of		
4.	Appeal / Petition / Application		
5.	On Vakalath		
6.	On Certified Copies		
7.	Process Fee		
8.	LA FOR CONDONATION OF DELAY		
9.		
10		

Place: Bengaluru
Date:

ADVOCATE FOR APPELLANTS
(S. NAGARAJA)

**IN THE REAL ESTATE APPELLATE TRIBUNAL
AT BENGALURU**

APPEAL No. /2018

BETWEEN:

M/s. BHUMIKA BUILDERS,
Represented by its Partners

Mr. SURESH B.
Smt. D.S. KAVITHA SURESH

... APPELLANTS

AND:


THE INTERIM REAL ESTATE REGULARITY AUTHORITY

...RESPONDENTS

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Place: Bengaluru
Date:


ADVOCATE FOR APPELLANTS
(S. NAGARAJA)

FORM-R**APPEAL TO APPELLATE TRIBUNAL****APPEAL UNDER SECTION 44 OF THE ACT**

Date of Filing.....

Date of Receipt by Post.....

Registration No.....

Signature.....

Registrar.....

**IN THE REAL ESTATE APPELLATE TRIBUNAL
AT BENGALURU****APPEAL No. /2018****BETWEEN:**

M/s. BHUMIKA BUILDERS,
 A Partnership Firm,
 Having its Office at No.455, 9th Cross,
 1st Block, Jayanagar,
 Bangalore – 560 011.

Represented by its Partners

1. Mr. SURESH B.

S/o. Sri. G. Byrappa
 Aged about 42 years

2. Smt. D.S. KAVITHA SURESH

W/o. Sri. Suresh B.
 Aged about 38 years

Both are residing at No.455, 9th Cross,
 1st Block, Jayanagar,
 Bangalore – 560 011.

... APPELLANTS


S. NAGARAJA
 Advocate

AND:

THE INTERIM REAL ESTATE REGULARITY AUTHORITY,
 Constituted under
 The Real Estate (Regulation & Development)
 Act -2016, having its office at
 No.1/14, Ground floor,
 Silver Jubilee Block,
 Unity Building,
 CSI Compound,
 3rd Cross, Mission Road,
 Bengaluru – 560027.
 Represented by its Secretary

e-mail ID:

info.rera@karnataka.gov.in

Karnataka.rera@gmail.com

... RESPONDENT

1. PARTICULARS OF THE RESPONDENT:-

a) Name(s) of the Respondent

The Interim Real Estate
 Regularity Authority,
 Constituted under
 The Real Estate Regulation
 & Development Act -2015

b) Office address of the Respondent

Represented by its Secretary

No. 1/14, Ground Floor,
 Silver Jubilee Block,
 Unity Building
 CSI Compound, 3rd Cross,
 Mission Road,
 Bengaluru-560027.

email:

info.rera@karnataka.gov.in

Karnataka.rera@gmail.com

Address for service of all Notices :

SAME AS ABOVE

2. JURISDICTION OF THE APPELLATE TRIBUNAL.

The Appellants declares that the subject matter of the Appeal falls
 within the Jurisdiction of this Appellants Tribunal.


 S. NAGARAJA
 Advocate

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3. LIMITATION:

The Appellants has filed Application under Section 5 of the Limitation Act.

FACTS OF THE CASE:

4. It is respectfully submitted that, the Appellants is a registered Partnership Firm registered under the provisions of the Indian Partnership Act. The Appellants is a Promoter Under Section 2 (zk) of the Real Estate (Regulation & Development) Act, 2016.
5. It is submitted that, the Appellants have entered into Joint Development Agreement & Power of Attorney both dt.03.02.2017 with the owners of the Site bearing No.2986/2065/2142/96, 97, 98, 99, Kothanur Dinne, Uttarahalli Hobli, Bangalore South Taluk, Bangalore. The Appellants had completed the construction of its projects namely M/s. BHUMIKA PRIMROSE with 35 flats on 15.07.2016 and out of which the Appellants had handed over the flats to the purchasers and also entered into an Agreement of Sale long back and further handed over owner's constructed area to the land owners in respect of their share.
6. It is submitted that, the Appellants in order to construct Apartments namely Bhumika Primrose had obtained Sanctioned Plan Under LP No.Ad.Com/BMH/0965/12-14, dt.23.12.2014 from the office of the BBMP. The copy of JDA, GPA and Plan are herewith produced as Annexures-'A', 'B' & 'C'.
7. It is submitted that, as the entire building was completed except 4 flats, other flats were registered. The Copy of the Sale Deed dt.09.02.2017 registered as Document No.JPN-1-08277-2016-17 is herewith produced as Annexure-'D'. Due to one of the Banker who


S. NAGARAJA
Advocate

asked for Certificate from RERA Authorities, the Appellants without having proper knowledge of applicability of the Act, filled the Application on online assuming that, as already the project was ended on 15.07.2016, just the Appellants uploaded the details and was waiting to get the certificate.

8. It is submitted that, upon the receipt of Application, Under Section 41 of the Act, the Authority should have granted Certificate or would have rejected the same but passed the impugned Order dt.19.05.2018 without giving proper opportunity to file necessary documents in the said case.
9. It is submitted that, the Authority without looking into the details of completion of project, made asserted that, the Appellants had applied for the on-going project for Registration and without hearing and without looking into the details and inspection, comes to the wrong conclusion that, the Appellants is liable to pay Penalty since the Application filed in official web portal on 18.01.2018 i.e., after due date i.e., 31.07.2017.
10. It is submitted that, the case was represented by one Mr. Nikhil on 11.05.2018 and his presence was noted as a PA Holder for Appellants and case was adjourned to 19.05.2018 and when Mr. Nikhil prayed time to submit his case, the Authority instead of giving an opportunity posted the case for Orders and passed the impugned Orders dt.19.05.2018. The Copy of the Order is herewith produced as Annexure-'E'.
11. Being aggrieved by the decision taken by the Respondent to the e-mail communication dt.18.01.2018 and the Order dt.19.05.2018, passed by the Respondent in holding that, the Appellants must pay penalty, without rejecting the application as no maintainable due to


S. NAGARAJA
Advocate

the fact that project has been completed prior to the date of commencement of Act and Rules in Karnataka for the project "BHUMIKA PRIMROSE", the Appellants has preferred this Appeal on the following among other grounds:

12. **GROUND**S:

- a. That, the impugned decision taken by the Respondent by imposing penalty instead of rejecting the Application submitted by the Appellants is illegal, arbitrary and opposed to the facts and circumstances of the case, therefore, the same is liable to be set aside.
- b. That, the Impugned decision is taken without giving proper/sufficient opportunity for submission of documents and hearing the Appellants as contemplated under Provision 2 of Section 5 of the Real Estate (Regulation and Development) Act 2016 and the Impugned decision is not followed by the speaking order and therefore the same is liable to be set aside.
- c. That, the finding of the Respondent in the Impugned Order that, no documents were perused, no verification has been done regarding completion of the project, is erroneous. The Appellants had completed the project on 15.07.2016 and only due to the Bank's requirement, the Appellants without any knowledge about the applicability of the Act, filled the application in web portal, against which, the Impugned Order was passed without looking into the completion of project date and therefore the impugned Order is liable to be set aside.
- d. The Appellants had obtained necessary Approval and Sanction from the concerned Statutory Authorities for its project and completed the project much before the Real Estate (Regulation and Development)

S. NAGARAJA
Advocate

Act 2016 and Karnataka Real Estate (Regulation and Development) Rules 2017 came into force. The Appellants had furnished the details of Project Start Date and Project End Date and also status as completed through online. Despite the same, the Respondent erred in holding that, the as the Appellants submitted application after 5 months held that applicant is liable to pay penalty instead of rejecting the application as not maintainable, hence the impugned Order is liable to be set-aside.

- e. That, the impugned decision is general and vague, which is not followed by a speaking Order. The Respondent has not considered the information submitted by the Appellants in proper perspective and has taken the impugned decision erroneously and the said impugned decision is opposed to the principles of natural justice and the same is liable be set aside.
- f. That the Appellants is ready and willing to furnish all or any other documents and information to the Respondent in respect of its project "Bhumika Primrose" if an opportunity of hearing is given to the Appellants in the interest of justice.
- g. That the Appellants has a good case on merits and balance of convenience is in favour of the Appellants. The Appellants will suffer irreparable loss and injury in the event the Impugned Order is not set aside and the dispose of the application, as the Act is not applicable for the said project. On the other hand no such loss or injury will occur to the Respondent if the Appeal is allowed.

RELIEF SOUGHT:

In view of the facts and grounds mentioned in Paragraphs 1 to 9 (g) above the Appellants respectfully prays that,


S. NAGARAJA
Advocate

WHEREFORE, it is respectfully prayed that, this Hon'ble Tribunal may kindly be pleased to;

a. To set aside the Impugned Order dt.19.05.2018 passed by the Respondent in respect of the project, "BHUMIKA PRIMROSE" having No.PR/KC/180118/002650 by directing the Appellants to pay 1% of the estimated cost of the project being Rs.8,31,224/- as penalty for non - compliance of Section 3 of the Act and Section 59(2) of the Act by imposing penalty under Real Estate (Regulation and Development) Act 2016 in the interest of justice and equity.

b. Hold that, the project of the Applicant "BHUMIKA PRIMROSE" will not attract the provision of Section 5 of the Real Estate (Regulation and Development) Act 2016 in the interest of justice and equity.

INTERIM PRAYER:

It is submitted that, pending final decision on the Appeal, the Appellants in the above Appeal respectfully prays that this Hon'ble Tribunal may kindly be pleased to grant Interim Order to stay of the Order dt.19.05.2018 passed by the Respondent in the Project "BHUMIKA PRIMROSE" having No.PR/KN/180118/002650 imposing penalty under Section 59(2) of the Real Estate (Regulation & Development) Act 2016 in the interest of justice and equity.

c. **Matter not pending with any other Court, etc.,**

The Appellants further declaring that the matter regarding which this Appeal is made is not pending before any court of law or any other authority or any other Tribunal.


S. NAGARAJA
Advocate

d. Particulars of the Bank in respect of the fee in terms of Sub-Rule (1) of Rule 28 of the Rules:

Name of Bank:

Demand Draft:

Date:

Amount:

LIST OF ENCLOSURE

- i. An attested the true copy of Order against which facts the Appeal is filed;
- ii. Copies of the documents relied upon by the Appellants and referred to in the Appeal;
- iii. An Index of documents.

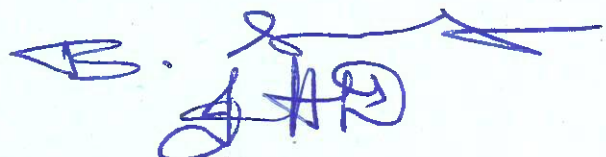
VERIFICATION

We, **Sri. B. SURESH**, S/o. Sri. G. Byrappa, aged about 42 years and **Smt. D.S. KAVITHA SURESH**, W/o. Sri. B. Suresh aged about 38 years, we are the Partners of the Appellants, do hereby verify that, the contents of paragraphs 1 to 12(g) are true to my personal knowledge and belief and that I have not suppressed any material facts.

For BHUMIKA BUILDERS

Place: Bengaluru

Date:



APPELLANTS

ADVOCATE FOR APPELLANTS

(S.NAGARAJA)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಾಖಲೆಯನ್ನು ಬರೆಯುವ ದಿನಾಂಕ
Date of execution

ಮಾನ್ಯತೆದ ಚಿಹ್ನೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ
Total stamp duty paid Rs.

ದಾಖಲೆ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಂಗಳೂರು
Bengaluru

18-12-2014

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT MADE AND EXECUTED THIS THE
18th DAY OF DECEMBER TWO THOUSAND AND FOURTEEN (18-12-2014) AT
BENGALURU.

BETWEEN :-

1. MR.FAZAL AHMED
Age 42 years,
S/o.Late Mr.A.Hajee Basha,
Residing at No.342, 6th Cross,
Opp : Sharath Apartments,
J.P.Nagar, 6th Phase,
Bangalore-560 078.
2. MR.IYAZ MAHAMOOD
Age 43 years,
S/o.Late M.Y.Mahamood,
3. MR.FIYAZ MAHAMOOD
Age 40 years,
S/o.Late M.Y.Mahamood,
4. MR.VIQUAS MAHAMOOD
Age 38 years,
S/o.Late M.Y.Mahamood,
Sl.No.2 to 4 are Residing at No.79, 8 'C' Main,
Jakkasandra Block, Koramangala,
Bangalore.

HEREINAFTER CALLED THE "FIRST PARTY'S / owners" (which shall unless
repugnant to the context mean and include their respective heirs,
representatives, executors, administrators and assigns.) OF THE ONE PART:

[Signatures]



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. BHUMIKA BUILDERS rep by Its Partner Mr. SURESH B , ಇವರು 446120.00 ರೂಪಾಯಿಗಳನ್ನು
ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	446120.00	DD No: 072731, dt: 17/12/2014 drawn on YES BANK,B'lore
ಒಟ್ಟು :	446120.00	

ಸ್ಥಳ : ಶಾಂತಿನಗರ

ದಿನಾಂಕ : 18/12/2014

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಉಪನೋಂದಣಿ ಮತ್ತು ಶಾಂತಿನಗರ
ಬೆಂಗಳೂರು 27

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ದಿನಾಂಕ 09-05-2003ರ ಕಾರ್ಯಮುದ್ರಾಂಕ
Date of execution

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದೇನು ದಿನಾಂಕ
Date of execution

ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
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ದಿನಾಂಕ 09-05-2003ರ ಕಾರ್ಯಮುದ್ರಾಂಕ

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ಮೊ. ರೂ. 2/-

-2-

AND :-

M/S.BHUMIKA BUILDERS

Having its Office at No.455,
9th Cross, Jayanagar, 1st Block,
Near Madhavan Park, Bangalore-560 011.

(PAN No.AAKFB1454H)

REPRESENTED BY ITS PARTNERS :-

1. MR.SURESH B

Aged about 38 years,
S/o.Sri.G.Byrappa,
(PAN No.AYGPS5223D)

2. MRS.KAVITHA SURESH D.S.

Aged about 35 years,
W/o.Mr.Suresh B.
(PAN No.AJUPD9213F)

HEREINAFTER CALLED THE "SECOND PARTY'S / DEVELOPERS" (which expression wherever it so requires shall unless repugnant to the context shall mean and include all his legal heirs, legal representatives, administrators, successors, executors and assigns.) OF THE OTHER PART :

WITNESSETH :

a) WHEREAS, the First Party No.1 is the Absolute Owner of Properties bearing Site Nos :-

i) Site No.96, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 40 feet and North to South 62 feet, totally measuring 2480 square feet having purchased the same under an Registered Sale Deed dated:-31-07-2004 registered as Document No.KEN-1-18330/2004-05, stored in C.D.No.KEND129, dated:-31-07-2004 registered before the Sub-Registrar, Kengeri, Bangalore from Mrs.Nuzahath Khan.

[Signature] *[Signature]*

[Signature] *[Signature]*

[Signature] *[Signature]*

(12)

BNG(U)SHR 2191/2014-15BK I Page 30



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ಶಾಂತಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 18-12-2014 ರಂದು 12:00:11 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ
ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	1085.00
	ಒಟ್ಟು :	151085.00

ಶ್ರೀ M/s. BHUMIKA BUILDERS rep by Its Partner Mr. SURESH B ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. BHUMIKA BUILDERS rep by Its Partner Mr. SURESH B			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಬೆಂಗಳೂರು - 27

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

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	M/s. BHUMIKA BUILDERS rep by Its Partner Mr. SURESH B ; (ಬರೆಸಿಕೊಂಡವರು)			
2	M/s. BHUMIKA BUILDERS rep by Its Partner Mrs. KAVITHA SURESH.D.S . (ಬರೆಸಿಕೊಂಡವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಬೆಂಗಳೂರು - 27

ಈ ದಸ್ತಾವೇಜು ಹಾಕಿಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ೪೦೩/೨೦೩ ಮುಷೋಮು ೨೦೦೩
ದಿನಾಂಕ ೦೨-೦೩-೨೦೦೩ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಕಿ
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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. ೨/-

ಈ ಹಾಕಿಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದು: ದಿನಾಂಕ
Date of execution

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

-3-

ii) Site No.97, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 40 feet and North to South 62 feet, totally measuring 2480 square feet having purchased the same under an Registered Sale Deed dated:-31-07-2004 registered as Document No.KEN-1-18318/2004-05, stored in C.D.No.KEND129, dated:-31-07-2004 registered before the Sub-Registrar, Kengeri, Bangalore from Mrs.Nuzahath Khan.



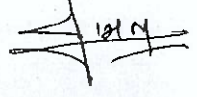





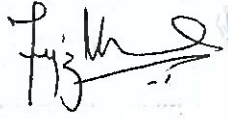



iii) Site No.98, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 40 feet and North to South 62 feet, totally measuring 2480 square feet having purchased the same under an Registered Sale Deed dated:-31-07-2004 registered as Document No.KEN-1-18326/2004-05, stored in C.D.No.KEND129, dated:-31-07-2004 registered before the Sub-Registrar, Kengeri, Bangalore from Mrs.Nuzahath Khan.

WHEREAS, the First Party No.2, No.3 and No.4 are the Absolute Owners of the Property bearing Site No.99, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 70 feet and North to South 65 feet, totally measuring 4550 square feet having purchased the same under an Registered Sale Deed dated:-27-12-2005, registered as Document No.KEN-1-19820/2004-05, stored in C.D.No.KEND129, dated:-27-12-2005 registered before the Sub-Registrar, Kengeri, Bangalore from Sri.A.M.Sreenivasa Prasad represented by GPA Holder Smt.Iqbal Begum.

b) WHEREAS, subsequently to the purchase, the Khata of the aforesaid Properties were transferred in the names of First Party No.1, No.2, No.3 and No.4 respectively and they are in peaceful possession and enjoyment of the aforesaid Properties respectively.

c) WHEREAS, the FIRST PARTY'S / OWNERS having absolute right, title and interest in and over the aforesaid Properties have approached the SECOND PARTY'S / DEVELOPERS to develop the Schedule Property by constructing multi storied residential building, as SECOND PARTYS / DEVELOPERS who are having vast experience in construction of multi storied apartment building and also having sufficient financial resources to invest in the project.

[Signatures]

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
3	MR. FAZAL AHMED (ಬರೆದುಕೊಡುವವರು)			
4	MR. IYAZ MAHAMOOD (ಬರೆದುಕೊಡುವವರು)			
5	MR. FIYAZ MAHAMOOD (ಬರೆದುಕೊಡುವವರು)			
6	MR. VIQUAS MAHAMOOD (ಬರೆದುಕೊಡುವವರು)			

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು
ಜಯನಗರ (ಪೊಲೀಸ್‌ಗಾರ್ಡ್ಸ್)
ಬೆಂಗಳೂರು - 27

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗಾಗಿ ಉಪಯೋಗಿಸಬಹುದು
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ದಾಖಲೆ ಮಾಡಿದ ದಿನಾಂಕ
Date of execution

ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ.
Total stamp duty paid Rs.

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d) WHEREAS, the First Party's No.1, No.2, No.3 and No.4 had applied for Amalgamation of the aforesaid Properties before the Bruhat Bangalore Mahanagara Palike, Bangalore to Club the aforesaid Properties into ONE UNIT. WHEREAS, under an Endorsement dated:-12-09-2013, bearing SI.No.S.K.A.(A.U)/DV/KTR/274/2013-14, M.R./95/2013-14, issued by the Assistant Revenue Officer, Yelachennahalli, Bruhat Bangalore Mahanagara Palike, the aforesaid Properties were ordered to be Amalgamated and Clubbed as Site No.2986/2065/2142/98,97,96,99 with the measurement of East to West 190 feet and North to South 65 + 62 / 2 in all totally measuring 12065 square feet, which is more fully described in the Schedule hereunder and hereinafter referred to as the 'SCHEDULE PROPERTY'.


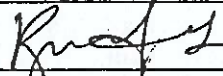
e) WHEREAS, the FIRST PARTY'S / OWNERS being interested to develop the Schedule Property into Residential Apartment Building approached the SECOND PARTY'S / DEVELOPERS that is M/s.Bhumika Builders, represented by its Partners Sri.B.Suresh and Smt.D.S.Kavitha Suresh to construct a residential apartment building in the Schedule Property who agreed to develop the Schedule Property, wherein the First Party's will be entitled to Share of 49% of the Super Built Up Area with undivided share in the land of Schedule Property and the Second Party's / Developers will be entitled to Share of 51% of the Super Built Up Area with undivided share in the land of Schedule Property including common area and parking areas.

f) WHEREAS, the FIRST PARTY'S / OWNERS having absolute right, title and interest in and over the Schedule Property have approached the SECOND PARTY'S / DEVELOPERS to develop the Schedule Property by constructing multi storied residential building, as SECOND PARTY'S / DEVELOPERS who is having vast experience in construction of multi storied apartment building and also having sufficient financial resources to invest in the project. The SECOND PARTY'S / DEVELOPERS have therefore agreed to develop the Schedule Property by constructing Residential Apartment Building complex and accordingly, the FIRST PARTY'S AND SECOND PARTY'S have agreed to reduce the terms and conditions as follows.


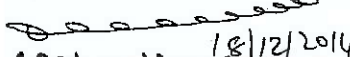

g) WHEREAS, the Khata of the Schedule Property is in the name of the First Party's and the First Party's have paid property tax pertaining to the Schedule Property up to date.


[Signatures]

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Karthik No. 455, 9th Cross, Jayanagar 1st Block, B'lore-11	
2	Ramachandra No. 44, 9th Main, S R nagar, B'lore	

ಹಿರಿಯ ಉಪನೋದ್ಧೇಶಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಬೆಂಗಳೂರು - 27

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ SHR-1-02191-2014-15 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ SHRD50 ನೇ ದ್ವರಲ್ಲಿ ದಿನಾಂಕ 18-12-2014 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  18/12/2014 ಹಿರಿಯ ಉಪನೋದ್ಧೇಶಾಧಿಕಾರಿ ಉಪನೋದ್ಧೇಶಾಧಿಕಾರಿ ಜಯನಗರ (ಶಾಂತಿನಗರ) ಜಯನಗರ (ಶಾಂತಿನಗರ) ಬೆಂಗಳೂರು - 27	
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ಈ ದಾಖಲೆಯು ಹಾಕೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಕ್ರ. 5 ಸಂಖ್ಯೆ, ಕಂ. 152 ಮುಖೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ನಡೆಸಿದ ಸದನದಿಂದ	ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka	ದಾಖಲೆಯ ಹಾಕೆ Document Sheet
	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಚಲಿ: ರೂ. 2/-
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h) WHEREAS, the First Party's being the Owners of the Schedule Property and presently as the Schedule Property is not fetching any good returns, further, it is not feasible for parties, the First Party's were looking for a Developer to develop the Schedule Property to construct residential apartment complex in the Schedule Property.

i) WHEREAS, the Second Party's who is having vast experience in construction of residential apartment and also ensures the First Party's that it will construct the building and thereby after mutual discussions between the First Party's and the Second Party, it is agreed that, the First Party agreed to deliver vacant physical possession of the Schedule Property to the Second Party's for the construction of apartment building at the cost of the Second Party's and accordingly, the Second Party's agrees to construct the residential apartment building in the Schedule Property at its cost and both the parties have agreed that they will share the Super-built-up area with undivided share in the ratio of 49% : 51% and further they have agreed to abide by the following terms and conditions. The Developers have also got scrutinized the Documents and have taken a legal opinion and are satisfied in respect of rights, title of the Schedule Property.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

That in pursuance of the foregoing and subject to the mutual obligations undertaken by the First Party's and Second Party's under this Agreement, the Second Party's hereby agrees to develop the Schedule Property more fully described in the Schedule below, subject to the terms and conditions hereinafter contained.

1. PERMISSION TO DEVELOPER :-

1.1. The First Party's shall permit the Second Party's / Developers to enter upon the Schedule Property for development thereof for construction of Residential Complex in the Schedule Property and confirmed that the Second Party's will commence development of the Schedule Property.

1.2. The Second Party's shall be entitled to commence and complete development of the Schedule Property in accordance with the pro-licenses. The First Party's hereby irrevocably authorizes and empowers the Second Party's to develop the Schedule Property by constructing residential complex therein and the First Party's shall not revoke the rights so granted till completion of the project development and sale as agreed and declared accordingly.

[Signatures]

ಈ ದಾಖಲೆಯು ಹಾಕಿಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.	ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka	ದಾಖಲೆಯ ಹಾಕಿ Document Sheet
	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಬೆಲೆ - ರೂ. 2/-
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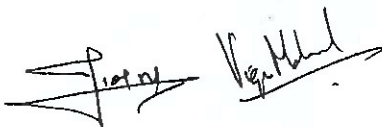



1.3. The **FIRST PARTY'S** hereby irrevocably permits and authorizes the **SECOND PARTY'S** that upon entering the Schedule Property to develop the same by constructing Residential Building by procuring permission, so granted, till completion of the entire project as the agency created is one having been permitted to develop by obtaining Plan sanction, license, etc., and of a Residential Building, provided however that nothing herein contained shall be construed as a delivery of possession in part performance of any Agreement of Sale Under Section 53-A of the Transfer of Property Act.

1.4. The First Party's / Owners do hereby put to Second Party's / Developers in joint and constructive possession of the Schedule Property with absolute permission to put up construction thereon in terms more clearly mentioned hereinafter, in part performance of this indenture on their part. However, the owners shall always be entitled to inspect the progress of the work which is going to be done on the Schedule Property.

2. PLANS AND LICENSES :-

2.1. The Second Party's shall prepare necessary plans / drawings / designs etc., for construction of Residential Complex as per Bye-Laws, Rules and Regulations in force and submitted the same to the BBMP or any other authority and secure sanction of License to construct the Residential Complex on the Schedule Property. The Second Party's shall undertake the responsibility of securing the aforesaid clearances at their cost. The expenses for preparing the plans and obtaining the necessary licenses and sanctioned plans and all other permissions required to take up, commence the construction of the Residential Complex in the Schedule Property are also borne by the Second Party's. The Second Party's shall make available to the First Party's one complete set of sanctioned plans and other relevant approved documents. The First Party's shall sign and execute all documents, papers, other agreements, applications that may be required by the Second Party's for effectively developing the Schedule Property. The parties shall co-operate with each other for completion and mutual success of the joint venture project.

2.2. The Second Party's shall develop the Schedule Property and such development activity shall consist of construction of residential complex as per the plans sanctioned and as per mutual understanding i.e., as per working plan.

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ಅನ್ವಯಿಸುವ ಕಾಯಿದೆ: 152 ಮುನ್ಸೂಚನೆ 2003
ದಿನಾಂಕ: 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆ ಸಂಖ್ಯೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಲಿ ರೂ 2/-

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ದಾಖಲೆ ಮಾಡಿದ ದಿನಾಂಕ
Date of execution

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Total stamp duty paid Rs.

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The Second Party's will be entitled to implement the development activity without interruption or interference in any manner of whatsoever from the First Party's and/or by persons claiming through or under them till completion of the project in all respects. The Plan to be sanctioned will have the maximum F.A.R. of 2.50 permissible under the bye-laws of the Bruhat Bangalore Mahanagara Palike. The Second Party's / Developers shall prepare the necessary plan/drawing/design for the construction of the multistoried Apartment with the written consent of the First Party's / Owners and submit the same to the concerned department / authorities for sanction and Licence Plan.

3. CONSTRUCTION :-

3.1. The SECOND PARTY'S shall construct in the Schedule Property an Residential Apartment Building with all internal and external services, amenities, facilities including compound walls, lobby, staircase and passages, necessary water and lighting connections etc. The construction shall be of good quality in conformity with existing standards of our country. In case the government increase any FAR in future, the SECOND PARTY'S is entitled to such FAR and in case, the FIRST PARTY'S is interested to construct extension, the SECOND PARTY'S is entitled for such share as agreed under this Agreement.

3.2. The SECOND PARTY'S will be totally responsible for the quality and durability of the building and any irregularities due to collapses, water logging and other improprieties in the building construction, which may occur during one year from the date of completion, and all expenses, damages, suit, decrees etc., that may arise due to such poor construction or deficiencies, will have to be compensated for, by the SECOND PARTY'S.

3.3. The SECOND PARTY'S shall be entitled to make addition or alterations in construction as deemed fit without materially affecting the entitlement of the FIRST PARTY'S and the SECOND PARTY'S shall have absolute discretion in the matter relating to the method, manner and design of construction, however, the FIRST PARTY'S shall be informed about any such deviations or changes while constructing the building.

[Signature] *[Signature]*

[Signature]

[Signature]

[Signature]

ಈ ದಸ್ತಾವೇಜು ಹಾಗೆಯೇ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ 152 ಮುನ್ಸೂಚನೆಯು 003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಕು
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚಲ: ರೂ. 2/-

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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದಕ್ಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

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

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4. COST OF CONSTRUCTION :-

The entire cost of construction of the buildings to be put up in the Schedule Property including the area falling to the share of the First Party's shall be borne by the Second Party's which includes the architects fees and charges / fee if any, to be paid for obtaining licence and sanction plan for construction of the residential complex to be put up in the Schedule Property including the share falling to the share of the First Party's. The First Party's shall not be required to contribute any amount towards the cost of construction.

However, the First Party's shall contribute amounts towards the Electrical and Water Deposits and Cable Laying Charges corresponding to their share to the Second Party's / Developers as per the actuals.

4.1. The FIRST PARTY'S shall be entitled to inspect the progress of the work, which is going to be done on the Schedule Property.

4.2. Any claims, cost, charges, expenses, ESI, medical etc, or compensation to be paid to the labour employed by the Second Party's / Developers, the First Party's / Owners shall not be responsible in any manner whatsoever for such terms.

4.3. In the event of any demand for any statutory payments made by any authority on commencement of construction, or during the course of construction, the same shall be borne by the Second Party's / Developers. The First Party's / Owners shall have no liability in respect thereof, except with respect to any liability that may relate to periods prior to the effective date of this Agreement.

4.4. The First Party's / Owners shall not be required to contribute any amount in respect of the construction. In the process of construction and provision of electricity, water supply, sewerage, and other amenities related thereto, the Second Party's / Developer shall be responsible to obtain the necessary licenses, sanction, approval and permissions as may be required under law and duly observe the rules and regulations relating thereto.

4.5. The building will be constructed in brand conformity with the specifications using materials of approved quality and in accordance with design and specifications laid down by the architects. The Second Party's / Developers shall be entitled to appoint his own Architect and structural Engineers on such terms and

[Signature] *[Signature]*

[Signature] *[Signature]* *[Signature]*

ಈ ದಾಖಲೆಯು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದಾಯ - 152 ಮುದ್ರಣ 2003
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮುದ್ರಣವಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಂ - ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

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conditions as the Developers deems fit. The nature/class of construction, materials used in the construction shall be uniform in respect of the entire building and progress of the work with respect to the owner's share shall be simultaneous and there shall be strict adherence to the specifications set out in the Schedule 'B' hereunder.

4.6. The Second Party's / Developers shall meet all costs of constructions, costs of sanction of plans and all other expenses connected with the construction work over the Schedule Property including area falling to the share of the First Party's / Owners and also shall install a Lift and Generator in the Schedule Property. The First Party's / Owners are not required to contribute any amount towards the cost of construction, plan sanction and installation of lift and Generator.

4.7. In consideration of the mutual agreement herein contained, the First Party's / Owners and the Second Party's / Developers agree that subject to the provisions of this agreement the Second Party's / Developers shall develop the schedule property and construct thereon the proposed building complete in all respects including parking areas and construction of facilities of common usage, electrical, water and sewerage installations as per plans that may be approved by competent authority.

4.8. The Second Party's / Developers shall indemnify and keep indemnified the owners in respect of all actions, proceedings, demands claims cost/s, charges, expenses, losses, damages and / or penalty/ies of all sorts of nature whatsoever the owners may be put with regard to the construction on the Schedule Property or any failure on the part of any act of omission or commission or legal obligations to the concerned authorities in the said project. The Second Party's / Developers shall indemnify the owner against any loss, damages, litigations occasioned by accident except for acts of God and force majeure. The Second Party's / Developers shall be solely responsible for all such liabilities. Further, the Second Party's / Developers along shall be responsible for any sub-contract it entrusts with others and the owners are hereby completely absolved from any liability on that amount.

4.9. The SECOND PARTY'S / DEVELOPERS shall make available to the First Party's / Owners one complete set of Development Project and other connected documents and drawing along with complete specification prior to the

[Signature] *[Signature]*

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ಆದೇಶ ಸಂಖ್ಯೆ ೨೦೧೪ 152 ಮುನ್ಸೂಚನೆಯ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ - ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

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commencement of the Project. The Second Party's / Developers shall make available to the owner one complete set of sanctioned plan and other connected documents and drawings along with complete specifications prior to the commencement of the construction work. In the event of there being any incidence of stamp duty payable on this Agreement, the authority granted, the Power of Attorney to be executed, the same shall be borne by the Second Party's / Developers.

4.10. The Second Party's / Developers shall be entitled to make additions, deletions, alterations in the plans while executing the Project with the written consent from the Land Owner. In case, if the Development does not commences the construction of the Apartment within Three Months from the date of getting the Sanction Plan, then the First Party's / Owners shall have right to terminate the JDA/revoke the rights hereby granted to the Second Party's / Developers.

5. SHARE OF BUILT AREA AND UNDIVIDED SHARE OF LAND :

5.1. In consideration of the First Party's agreeing to transfer and undivided 51% of the undivided share, right, title and interest of land in the Schedule Property together with 51% of super built up area in the Apartments / Residential Complex built on the Schedule Property to the **Second Party's / Developers** and/or their nominee/s or assignee/s, the Second Party's hereby agrees to construct and deliver to the First Party's and/or their nominee/s or assignee/s free from encumbrances, and all claims 49% of the super built up area in the building which included Common areas, circulation by the proportionate areas of parking areas of the benefits to be built as per the specifications in the Schedule Property detailed in the annexure for the absolute use and / or benefit and ownership of the First Party's along with 49% of undivided share, right, title and interest of land in the Schedule Property which is hereinafter referred to as the **OWNER'S SHARE OF CONSTRUCTED AREA**. The remaining 51% of undivided share, right, title and interest of land in the Schedule Property together with 51% of super built up area in the Apartments / Residential Complex built on the Schedule Property with proportionate parking area will absolutely belong to the Second Party's and/or their nominee/s or assignee/s etc is hereinafter referred to as **DEVELOPERS SHARE OF CONSTRUCTED AREA**. That a minimum of one car park shall be provided per flat and both the Owners and Developers will be entitled to one car park per flat for each of the flats falling to their share and additional car parking area if any will be shared by the parties hereto in the ratio of 49% to the Owner and 51% to the Developers.

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ಈ ದಾಖಲೆಯು ಹಾಕೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಈ ನಾಲ್ಕನೇ ಕಛೇರಿ 152 ಮುಖೋಮ್ಮು 2003
ದಿನಾಂಕ 09-05-2003ರಲ್ಲಿ ಪ್ರಕಟಮಾಡಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

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That both the parties agreed that, if the area allotted to the owners is less than 49% of the total built up area, the Developers shall pay to the owners the value calculated at the market rate prevailing on date of completion of Complex towards reduction in area. Similarly if the area allotted to the Owners is more than 49% of the total Built up area, the Owner shall pay to the Developers the value calculated at the market rate prevailing on date of completion of Complex towards reduction in area.

5.2. In consideration of the Second Party's agreeing to deliver the **OWNER'S SHARE OF CONSTRUCTED AREA** as per Para 5.1. above, the First Party's hereby agrees and binds and undertakes to transfer / convey / sell to the Second Party's and / or their nominee/s or assignee/s 51% of the undivided share, right, title and interest of land in the Schedule Property together with 51% of super built up area in the Apartments/Residential Complex built on the Schedule Property proportionate to the **DEVELOPERS SHARE OF CONSTRUCTED AREA** at the sole discretion of the Second Party's.

5.3. The **FIRST PARTY'S AND SECOND PARTYS** hereby confirms that they will Share the Apartments and agrees to enter into Sharing Agreement within a period of Fifteen (15) days from the date of obtaining sanction plan from the appropriate / competent authority or after obtaining the sanction plan for construction, and specify the share, area, by mentioning the number of apartments and other details pertaining to the sharing. The said agreement will be entered into before the commencement of construction in order to avoid any misunderstanding.

5.4. On completion of the Project, the Developers shall intimate in writing to the Owner about the completion and the possession of the Owner's Share. The Developers shall provide the Owners within a period of One Month from the date of the notice for inspection of the Owners Shares to ascertain the completion of the Owner's shares in all respects as per specifications and in accordance with this Agreement.

5.5. The Owners shall carry out the inspection on receipt of such information and further intimate the Developers within a period of 15 days of any and all defects and/or incomplete construction. The Developers on receipt of such information from the Owners shall rectify all defects within a reasonable period of time.

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ಆದೇಶ ಸಂಖ್ಯೆ 152 ಮುನ್ಸೂಚನಾ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Total stamp duty paid Rs.

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5.6. THE OWNER'S SHARE OF CONSTRUCTED AREA shall be the absolute Property of the First Party's, they shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate, super built area retained by First Party's in the land in Schedule Property and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description, accruing, arising or flowing there from. The Owners are entitled to sell/transfer/convey or alienate in any form of conveyance their share to their prospective purchasers and execute Absolute Sale Deeds before the Jurisdictional Sub-Registrar without the consent of the Developers.

5.7. THE DEVELOPER'S SHARE OF CONSTRUCTED AREA shall be the absolute Property of the Second Party's and they shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof along with proportionate to the super built up area of undivided share or such undivided share as will be proportionate to the super built up area retained by Second Party's in the land in Schedule Property and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from. The Developers are entitled to sell/transfer/convey or alienate in any form of conveyance their share to their prospective purchaser/s and execute Absolute Sale Deed/s before the Jurisdictional Sub-Registrar without the consent of the Owners.

5.8. The Second Party's shall be entitled to hold, sell, mortgage, gift, lease or otherwise dispose of DEVELOPER'S SHARE OF CONSTRUCTED AREA with proportionate undivided share in the land in Schedule Property in any manner they deem it fit and they shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing or arising there from. The Second Party's shall be entitled to retain the unsold undivided right, title, interest in the land with proportionate constructed area out of "DEVELOPER'S SHARE CONSTRUCTED AREA" and dispose of the same as and when the Second Party's desires or deal with the same in any manner as deems it fit by the Second Party's and the First Party's shall not raise any objection for the same.

5.9. The First Party's and Second Party's shall decide upon respective built up areas falling to their respective shares by mutual discussions and reduce the same into writing in the form of Supplementary Sharing Agreement.


[Signature] Vip Mahesh

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B. *[Signature]*

[Signature]

ಈ ದಾಖಲೆಯು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಕಾನೂನು 152 ಮುನ್ಸೂಚನೆ 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.	ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka	ದಾಖಲೆಯ ಹಾಕಿ Document Sheet
	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಬೆಲೆ: ರೂ. 2/-
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Both the Parties shall share both the advantages / disadvantages in proportion to their respective shares on equitable basis and in such manner that the value of the areas is of more or less equal value and importance. Both the parties shall co-operate with each other in executing the Supplementary sharing Agreement without any delay.

5.10. If any F.S.I. over and above the present one becomes available and sanctioned either before the commencement of construction or during the course of construction or thereafter any time, then the Second Party's shall built additional constructions and in which case, the First Party's will be entitled to 49% of super built up area in such additional construction without paying any cost therefore and the balance 51% shall be held by Second Party's. If at the time of allotment, minor variations are to be made, the same shall be settled by the parties by mutual consent after completion of the building and issue Occupation Certificate. If anything extra area is allowed, it will be shared between the First Party's and Second Party's on the same ratio and on the same terms and conditions mentioned in this Agreement.

5.11. The word "Super built-up area" mentioned herein shall mean the total constructed area including balconies, sit outs, staircases, lift rooms, electrical Meter room, pump room, Generator rooms if any, common areas circulation areas but excludes car parking areas.

5.12. The Owners and the Developers have thus agreed to share the undivided share of land, car parking, open spaces, in the ratio of 49% and 51% respectively.

5.13. The First Party's agrees that, the Second Party's / Developers will be entitled to put up construction over the entire Terrace Area and will have all the absolute right, title and interest over the Terrace Area and will be entitled to sell the same and the same is allotted to the Second Party's / Developers.

6. COMMENCEMENT AND COMPLETION OF CONSTRUCTION :

6.1. The Second Party's shall commence construction in the Schedule Property immediately after obtaining the necessary plan from the authorities. The Second Party's shall under normal conditions and in the absence of any restrictions, shall complete the construction in all respects of the OWNER'S SHARE OF CONSTRUCTED AREA within 24 (Twenty Four) months from the date of issue of license by the BBMP or any other authority.

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ಈ ದಾಖಲೆಯು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ 152 ಮುನ್ಸೂಚನಾ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs

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However, the Second Party's shall not incur any liability for any delay in delivery of possession of, the OWNER'S SHARE OF CONSTRUCTED AREA by reason of non-availability of Governmental Controlled Materials, and / or reason of Governmental restrictions and / or civil commotion, transporters strike, Act of God or due to any injunction or prohibitory order (not attributable to any action of the Second Party's) or conditions force major or for reasons beyond control of Second Party's. In any of the aforesaid events, the Second Party's shall be entitled to corresponding extension of time for delivery of the said "OWNERS SHARE OF CONSTRUCTED AREA".

The time taken for obtaining occupancy certificate, power / water / sanitary connections by the Second Party's shall be excluded at the time of computing the period stipulated for construction. In the event of delay in securing Occupancy Certificate or Power / Sanitary / Water connections, the Second Party's shall arrange to have temporary electrical water and sanitary connections until permanent connections are obtained. In the event of any delay in completing the construction as stated above, the Second Party's shall be entitled to six months grace period to complete the construction of the "OWNERS SHARE OF CONSTRUCTED AREA". If the Second Party's delays to complete the construction work intentionally except for the reasons stated supra, the Second Party's will be liable to pay Rs.25,000/- (Rupees Twenty Five Thousand only) per month per flat of delay by way of liquidated damages to the First Party's and the Second Party's agrees to pay the same at the time of delivery of "OWNER'S SHARE OF CONSTRUCTED AREA".

7. INDEMNITY :

7.1. The First Party's hereby confirms that, their title to the Schedule Property are good, clear, marketable and subsisting and that none else has / have any right, title or interest or share in the Schedule Property and that the Schedule Property are not subject to any encumbrances, attachments, court or taxation or acquisition proceedings or charges of any kind or any tenancy claims.

7.2. If any claims / outstanding demands / litigations / attachments and / or decree arise out of the acts, deeds and things done by the First Party's and / or their intending buyer(s), the same, including the cost and expenses incurred in defending any action, legal or otherwise, shall be the liability of the First Party's and shall only be met and satisfied out of the OWNER'S SHARE OF CONSTRUCTED AREA and the Second Party's shall not have any liability whatsoever in that regard.

[Signatures]

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ಆದೇಶಂವು, ಕೆ.ಆರ್. 152 ಮುನ್ಸೂಚನು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುನ್ಸೂಚನಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs

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7.3. The First Party's declares that, the Second Party's has entered into this Agreement expressly relying on the representations and declaration made by the First Party's that the Schedule Property is free hold property and is not subject to any encumbrance, mortgages, leasehold rights, acquisition / requisition proceedings, litigations, rights, acquisition / requisition proceedings, litigation or any pending suit, attachments, maintenance and other charges and claims and demands of whatsoever nature and that it has a clear and marketable title to the same and that there is no other person interested in the Schedule Property.

The First Party's shall not encumber the Schedule Property or any interest therein or the title deeds and/or possession in any manner whatsoever inconsistent with this Agreement nor shall grant any license to use the Schedule Property or grant any Power/s of Attorney to deal with the Schedule Property or any part thereof during the subsistence of this Agreement to any other person other than the Second Party's and / or their authorized persons or agents or nominees.

7.4. The First Party's covenants with the Second Party's that subject to the various terms of this Agreement, the Second Party's and / or any transferee/s of the Second Party's shall enjoy the DEVELOPER'S SHARE OF CONSTRUCTED AREA and every part thereof along with all the common facilities in the building without any let or hindrance whatsoever, the First Party's or any person claiming through or under them and the Second Party's shall have the absolute right to transfer the whole or any part of the DEVELOPER'S SHARE OF CONSTRUCTED AREA at all times and from time to time with such transferee/s having the right of transfer at all times and the First Party's both hereby undertake to execute all such deeds, documents, agreements, covenants and writing as may be required by the Second Party's for security and perfecting the title of the Second Party's and / or their nominee/s and / or assignee/s in respect of DEVELOPER'S SHARE OF CONSTRUCTED AREA and land right.

7.5. The Second Party's shall indemnify and keep indemnified the owners in respect of all actions, proceedings, demands claims cost/s, charges, expenses, losses, damages and/or penalty/ies of all sorts of nature whatsoever the owner may be put with regard to the construction on the Schedule Property or any failure on the part of any act of omission or commission or legal obligations to the concerned authorities in the said project. The Second Party's shall indemnify the First Party's against any loss, damages, litigations occasioned by accident except for acts of God and force majeure.

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ಆದೇಶ ಸಂಖ್ಯೆ 152 ಮುನ್ಸೀಫ್ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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Total stamp duty paid Rs.

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The Second Party's shall be solely responsible for all such liabilities. Further the Second Party's alone shall be responsible for any sub-contract it entrusts with others and the First Party's is hereby completely absolved from any liability on that amount. The Developers shall keep the owners fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the owner in the Schedule Property and the building to be constructed thereon by reason of any failure on the part of the Developers to discharge their obligations to the Labour employed by them or any claims of the labour contractors or on any act of omission or commission in using the Schedule Property or putting up the construction and further the Developers shall be fully liable and responsible to the Government, City Municipal Council, Bangalore Development Authority and all other Authorities for compliance of all the statutory requirements regarding construction. The Developers are exclusively responsible for the payment of all municipal and other taxes, rates, duties, dues, outgoings and impositions whatsoever payable in respect of all units or all the Flats regarding construction.

8. TRANSFER OF SECOND PARTY'S SHARE :

8.1. The Second Party's shall be entitled to transfer, sell and / or lease their undivided shares which will be proportionate to the 'DEVELOPER'S SHARE OF CONSTRUCTED AREA' allotted to the Second Party's in Schedule Property with or to persons intending to own built areas and / or occupy on lease or otherwise and receive consideration there under.

8.2. The stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of the Deed/s of Conveyance and/or other documents relating to "DEVELOPER'S SHARE OF CONSTRUCTED AREA" and proportionate share in the land to be conveyed to Second Party's and/or their nominee/s and assignee/s shall be borne by Second Party's and/or their nominee/s or assignee/s or purchasers of "DEVELOPER'S SHARE OF CONSTRUCTED AREA".

8.3. The capital gains tax and other taxes liable to be levied on the amount realized by sale of land rights in Schedule Property allotted to Second Party's shall be borne by the Second Party's. The Second Party's shall meet all their tax liabilities arising on sale of buildings of their own promptly.

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9. TAXES, MAINTENANCE DEPOSITS ETC., ON OWNER'S SHARE OF CONSTRUCTED AREA :

9.1. The First Party's shall pay and discharge all Municipal Taxes, Cesses and Assessments on Schedule Property up to date of granting permission to the Second Party's to enter the Schedule Property. The Second Party's shall pay and discharge the Municipal Taxes, Cesses and assessments for the period from the date of such permission till the date of Second Party's delivering the OWNER'S SHARE OF CONSTRUCTED AREA to the First Party's. The First Party's shall be liable to bear and pay all taxes, rates and cesses and charges for electricity, water and sanitary and other services and outgoings payable in respect of the OWNER'S SHARE OF CONSTRUCTED AREA from the date of delivery of possession of the same or on the expiry of fifteen days from the date of service of a written notice by Certificate of Posting from the Second Party's to the First Party's that the OWNER'S SHARE OF CONSTRUCTED AREA is ready for delivery and occupation in all respects.

9.2. The First Party's and the Second Party's shall from the date of completion of OWNER'S SHARE OF CONSTRUCTED AREA in all respects, maintain their respective portions, at their own cost in good and tenantable repair and shall not do or suffer to be done anything in or to the said premises, and / or common areas and passages of the building which may be against law or which will cause obstruction or interference to the users of such common areas. The First Party's and / or his transfers in regard to the OWNER'S SHARE OF CONSTRUCTED AREA and the Second Party's and their nominees in respect of DEVELOPERS SHARE OF CONSTRUCTED AREA, shall become members of an Association to be formed by all the holders of built up areas for the purpose of attending to maintenance and safety of the buildings and all matters of common interest and concern and shall observe and perform the terms / conditions / Bye-laws / Rules / Regulations of such Association.

10. MAINTENANCE CHARGES ETC :

It is hereby agreed by the First Party that from the date of OWNER'S SHARE OF CONSTRUCTED AREA is ready for occupation for which a notice has been sent to the First Party's by the Second Party's, the First Party's shall bear and pay areas and facilities to the Second Party's or OWNER'S ASSOCIATION if it is already formed and shall also pay proportionate deposits to the Owner's Association or to the Second Party's till the formation of Association all out goings and general

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Vijay Mahesh

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B. S. S. S.

expenses in respect of "OWNERS SHARE OF CONSTRUCTED AREA" such as insurance, Municipal expenses, taxes, cesses, electrical and water tax and charges maintenance charges, maintenance, security charges and all other costs and expenses connected with maintenance of buildings and its common areas / facilities. It is mutually agreed between the parties that over all management of the Schedule Property and the building and the amounts received towards common expenses, from the Owner's of built up areas shall absolutely vest with the Second Party until formation of the Owner's Association. In order to maintain the buildings and the common areas therein the and/or their transferees shall pay and deposit such sums per Sq.Ft super-built area of building as the parties may agree upon towards permanent maintenance deposit which will be a corpus fund and the income there from will be utilized for maintenance of common areas. Invites of the same the First Party's shall pay the said sum against delivery of OWNER'S SHARE OF CONSTRUCTED AREA to the Second Party's. On such payment the First Party's and/or his transferees will be absolved from the liability to pay the common expenses every month. The First Party's are entitled to reimbursement of the same from his transferees of OWNER'S SHARE OF CONSTRUCTED AREA.

11.1. The First Party's shall observe and carry out such acts, deeds and things as may be reasonably required by the Second Party's in order to enable them to successfully develop the Schedule Property for legally vesting their title in favour of Second Party's and/or nominee/s and/or assignee/s of the Second Party's. The First Party's have this day executed a General Power of Attorney in favour of the Second Party's to enable them to proceed with the obtaining of Licenses and Plans, consents in regard to the buildings to be constructed on the Schedule Property and authorizing the Second Party's to represent the First Party's before the BBMP or any other authority including if for any reason before BBMP, Bangalore Development Authority, State and Central Government, Fire Force Departments, Bangalore Electricity Supply Company Ltd., Bangalore Water and Sewerage Board, Bangalore Telephones, Airport and Telecommunication Authorities and other Statutory Authorities etc., and empowering Second Party's to enter into agreements to sell / transfer / lease proportionate 51% undivided share in the Schedule Property in their favour and/or in favour of their nominee/s and/or assignee/s and/or assignee/s with or without buildings which shall be irrevocable

signature

B-1
 24/11/2020
 24/11/2020

ಈ ದಾಖಲೆಯು ಹಾಕಲ್ಪಟ್ಟು ಸರ್ಕಾರಿ ಬರಹಾಗಿದೆ
 ಈ ದಾಖಲೆಯು ಸರ್ಕಾರಿ ಬರಹಾಗಿದೆ 2003
 ದಿನಾಂಕ 09-05-2003ರ ಮುದ್ರಣವಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ
Registration and Stamps Department

ದಾಖಲೆ ಸಂಖ್ಯೆ
 Document Sheet

ಪರಿಶೀಲನೆ 2/-

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 Date of execution

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 Total stamp duty paid Rs.

-19-

until completion of construction of the buildings and/or sale of DEVELOPER'S SHARE OF CONSTRUCTED AREA and the proportionate undivided share in the Schedule Property. Since the said Power of Attorney is executed for consideration, it confers agency coupled with interest is irrevocable until the project, development and sale are completed and there is no liability on the Second Party's who is appointed as agent therein to account for the Income and Expenditure relating to development and sale of the Schedule Property.

11.2. The SECOND PARTY'S shall have the power to sell the DEVELOPER'S SHARE OF CONSTRUCTED AREA before or after the commencement or completion of construction and the proportionate share in land in Schedule Property and enter into agreement to sell and execute sale deeds and other conveyances in favour of prospective purchasers in respect of the DEVELOPER'S SHARE OF CONSTRUCTED AREA and proportionate undivided interest in the land in Schedule Property and receive consideration pursuant to the same.

11.3. The First Party's shall sign and execute necessary applications, papers, affidavits, undertakings and documents and do all acts, deeds and things as the Second Party may lawfully require in order to legally effectively vest in the Second Party's and/or their nominee/s and/or their assignee/s title to the proportionate undivided share in the Schedule Property and for completing the development of the Schedule Property.

12. DOCUMENTS OF TITLE :

The First Party's shall furnish all the Original Documents of Title pertaining to the Schedule Property to the Second Party's. After the construction of the Residential Apartments in the Schedule Property, the First Party's shall hand over the Original Documents of Title to the Association of Owners to be formed.

13. NAME OF THE BUILDING :

The Name of the Building to be constructed in the Schedule Property shall start with the word 'BHUMIKA' and the continued name shall be decided at a later stage and decided by both the parties.

14. COMPLIANCE WITH LICENCE AND PLAN :

In putting the construction and providing electricity, water supply, sewerage and other amenities therein, the Second Party's shall duly observe the rules and regulations and the laws relating thereto. The Second Party's can make necessary

[Signatures]

ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕಾರಕ್ಕೆ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ - ರೂ. 2/-

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Date of execution

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Total stamp duty paid Rs.

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changes in the plans submitted to the BBMP or other authorities as demanded by them based on applicable building bye-laws from time to time and the development of Schedule Property will be subject to the periodical directions which the planning and other authorities may issue or require and which shall be intimated to the First Party's in writing and take concurrence from them.

15. RIGHT OF THE FIRST PARTY FOR INSPECTION :

The First Party's at all reasonable times, shall have the right of inspection of the progress or work an quality of construction and require the Second Party to rectify any errors or require the Second Party to properly implement, the work of OWNER'S SHARE OF CONSTRUCTED AREA in Schedule Property.

The decision of the Architect for the project as to the quality of the material and work, the rate of progress of work and binding on both the parties

16. INTERPRETATION :

This Agreement shall not be constructed as a Partnership between the parties herein.

17. BREACH AND CONSEQUENCES :

In the event of breach by either party, the other party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach.

18. POWER TO RAISE LOANS :

The Second Party's shall on sanction of License and plan is entitled to obtain finance from Banks, Financiers, Financial Companies and/or other Financial Institutions, required for construction of the Building in the Schedule Property and on the security of development rights of the Second Party's and on Second Party's share of land and in the building to be constructed to which the Second Party is entitled to proved however, that there shall be no personal liability on the First Party's in regard to any such debts and in the event of any default, in repayment of any debt incurred by the Second Party's, recovery shall be enforced only against the Second Party's and Second Party's Share in the Land and Building to be constructed thereon. The First Party's are not liable to answer any liability created by Second Party's any time and further the amounts that will be borrowed by Second Party's shall be for the purposes of construction in the Schedule Property and not for any other purposes.

[Signatures]

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	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಬೆಲೆ : ರೂ. 2/-
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-21-

The Second Party's agrees and undertakes that in the event of Second Party availing loan / Financial assistance for construction, the **OWNER'S SHARE OF CONSTRUCTED AREA** shall not be part of any charge in favour of said creditors / financial institution and the same shall be kept free from such claims and demands and Second Party's shall promptly deliver to the First Party's the **OWNER'S SHARE OF CONSTRUCTED AREA** free from all encumbrances.

The Second Party's assures and covenants with the First Party's that the liability so created by them as aforesaid will be fully answered by them without making the **OWNER'S SHARE OF CONSTRUCTED AREA** and/or the First Party's liable and responsible for the same and in the event of such claims the Second Party's agrees to indemnify and keep the First Party's indemnified from such claims and demands and protect them at all times. However, such loan/s shall be availed by the Second Party after casting Floor Slab or Second Floor of the buildings in the Schedule Property.

The Developers shall upon execution of this Agreement be entitled to obtain facilities from Banks, financial institutions, companies and/or other financial entities for construction and development of the Project, on the security of the development rights to the Project, and on the Developer's Share constructed thereon to which the Developers are entitled, provided however that the Owners shall not be personally liable with regard to any debt incurred by the Developers. The amounts borrowed by the Developers shall be only for the purpose of construction / development of the project. Recovery of any such debt shall be enforced only against the Developers and/or the Developer's Share. The Owners shall not be liable to answer to any liability created by the Developers at any time.

21. REFUNDABLE SECURITY DEPOSIT :-

The **SECOND PARTY'S / DEVELOPERS** hereby pays a Total Refundable Deposit of Rs.20,00,000/- (Rupees Twenty Lakhs only) to the **FIRST PARTY'S** as under :-

- Rs.12,40,000/- (Rupees Twelve Lakhs Forty Thousand only) by Cheque No.979036, dated:-18-12-2014 drawn on Yes Bank, Jayanagar, Bangalore, in favour of Mr. Fazal Ahmed, the First Party No.1 herein.
- Rs.7,60,000/- (Rupees Seven Lakhs Sixty Thousand only) by Cheque No.979037, dated:-18-12-2014 drawn on Yes Bank, Jayanagar, Bangalore, in favour of Mr. Viquas Mahamood, the First Party No.4 herein.

[Signature]

[Signature] *[Signature]* *[Signature]*

ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕೆ.ಎ. 152 ಮುನ್ಸೂಚನೆಯು 2003
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

ಚಲಿ: ರೂ. 2/-

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Total stamp duty paid Rs.

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The First Party's hereby UNDERTAKE to Reimburse the Refundable Security Deposit amount of Rs.20,00,000/- (Rupees Twenty Lakhs only) to M/s.Bhumika Builders, Represented by its Partners :- Mr.Suresh B and Mrs.Kavitha Suresh D.S. after the completion of the construction of the Residential Apartment Building. In case the First Party's fail to reimburse the Refundable Security Deposit to the Second Party's on completion of construction of the Residential Apartment Building, the First Party's will be liable to pay Interest and Damages as a consequence of breach and will not be entitled for possession until and unless the aforesaid refundable security deposit amount is paid to the Second Party's.

22. DEFECT LIABILITY PERIOD :

The Second Party's shall be responsible for any defects in the proposed building noticed up to a period of One Year from the date of completion of the OWNER'S CONSTRUCTED AREA. However small air-cracks in the plaster, masonry, door and windows shall not be considered as defects. The Developers shall rectify at its own cost any structural defects noticed within a period of One Year from the date of intimating the owners that the owner's constructed area is ready for occupation. However small air cracks in plaster shall not be considered as structural defects.

23. ADVERTISEMENT :

The Second Party's shall be entitled to erect boards in the Schedule Property advertising for sale and disposal of the built areas in the Schedule Property and to Publish in Newspapers calling for response from prospective purchaser and market their share of land and building and also the First Party's Share of Land in the Schedule Property in a suitable manner as the Second Party's may deem it fit and reasonable. The cost of such advertisements shall be borne by the Second Party's only.

24. ARBITRATION :

In the event of breach of the terms of this Agreement or in the event of any differences of disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to and settled by Arbitration under the Provisions of the Arbitration and Conciliation under the Bangalore Courts Jurisdiction.

[Signature] *[Signature]*

[Signature] *[Signature]*

[Signature] *[Signature]*

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

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25. GENERAL :

a) That no indulgence, delay or relaxation on the part of the parties in enforcing any of the terms and conditions and these presents shall constitute a notice of waiver or breach of terms and conditions, nor shall it in any way prejudice the rights of the parties under these presents to any extent in any manner.

b) The terms, conditions and covenants of this Agreement shall be binding upon and shall ensure to the benefit of each of the parties, their successors, assigns, nominees.

c) No waivers, alterations or modifications of this Agreement or any Agreements in connection with this Deed shall be valid unless in writing duly executed by the Parties.

d) Any gender used herein shall be deemed to refer to any other gender. The use of singular deemed to include the plural and the plural shall be deemed to include the singular.

26. CUSTODY :

The Original of this Agreement shall be with the Second Party's, and the copy shall be with the First Party's.

SCHEDULE PROPERTY

All that piece and parcel of Property bearing Site No.2986/2065/2142/98,97,96,99, situated at Kothanur, Uttarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike, BBMP Division W-195, Konanakunte Ward, measuring East to West 190 feet and North to South (65 + 62)/2 feet in all measuring 12065 sq.ft and bounded on the :

East by	:	Road.
West by	:	Private Property.
North by	:	Road.
South by	:	Private Property.

[Signatures]

ಈ ದಾಖಲೆಯು ಹಾಗೆಯೇ ಮಾರಾಟಕ್ಕೆ ಬಳಸಬಹುದು
ಆದರೆ 2003 ರ 152 ನೇ ಅನುಸೂಚಿಯಡಿ
ದಿನಾಂಕ 09-05-2003 ರ ಪ್ರಕಾರ ಮಾರಾಟವಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

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Registration and Stamps Department

ಬಿಲ್ ನಂ. 2/-

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Total stamp duty paid Rs.

-24-

**SCHEDULE 'B' PROPERTY
(SPECIFICATIONS)**

1. R.C.C. FRAME STRUCTURE

- R.C.C. frame structure as per standard and structural designs.
- External walls shall be of 6 inches of solid blocks and internal Partition Walls will be 4" or 6" solid blocks.

2. FLOORING

- Entire Apartments shall be Vitrified Flooring.
- 20mm granite for common and staircase areas.

3. KITCHEN

- Granite for kitchen counters.
- Cladding with glazed tiles above the Kitchen counter for 2 feet height.
- Stainless sink with 2 bowl and single drain.

4. TOILET (TILES AND FITTINGS)

- Glazed Tiles dado in toilets upto 7 feet height.
- Ceramic flooring tiles of standard quality.
- Parry ware or Hindware brand – EWS & Washbasin – (Light colour).
- Ess or Selko or equivalent brand – 2 in 1 wall mixer, washbasin mixer and shower head.
- All other accessories in SS like angle cock, connection pipe, grating, etc., of ISI make.

5. DOORS AND WINDOWS

- Main Door and Frame Teak Wood.
- Internal door – Sal Wood frame with painted flush doors.
- Windows – Hall & Dining will be Alluminium powder coated shutters.
- All other windows will be Grill Frame.

6. PAINTING

- Internal Painting will be Acrylic emulsion paint.
- External Painting – water proof paint.
- Grills – Asian enamel paint.

7. COMMON AREA


- Six passenger lift of OTIS / KONE / JOHNSON – 1 No.
- M.S. Railing for common areas.

[Signature]

[Signature]

[Signature]

[Signature]

<p>ಈ ದಾಖಲೆಯ ಹಾಕೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ೬-೨ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನ್ಸೂಚನು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.</p>	<p>ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka</p>	<p>ದಾಖಲೆಯ ಹಾಕೆ Document Sheet</p>
<p>೨೨</p> 	<p>ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department</p>	<p>ಚಲೆ - ರೂ. 2/-</p>
<p>ಈ ಹಾಕೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗಾಗಿ ಬಳಸಬಹುದು This sheet can be used for any document</p>	<p>ದಾಖಲೆಯನ್ನು ಬರೆಯುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution</p>	<p>ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs.</p>

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8. ELECTRICAL

- a) Elegant designer modular electrical switches of Roma / Cona make for hall and dining. Other Rooms will be plate type switches.
- b) Anchor wires or Finolex wires, cobra or similar.
- c) P.V.C. conduits and ICI Branded MCB"s.

9. PLUMBING


- $\frac{3}{4}$ CPVC Pipe Lines for internal lines & 1" P.V.C. Pipeline for external lines.
- Connection from tank using down links of 2" & 1. $\frac{1}{2}$ " reducer pipelines.

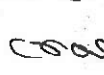
10. SANITATION





- a) All lines in ISI branded P.V.C. pipe lines of various diameters as required.
- b) Inspection chambers with 6" pipelines.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS JOINT DEVELOPMENT AGREEMENT THIS THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE WITNESSES SIGNED HEREUNDER.

WITNESSES :


1.  (Kardhuu)
455-9th cross, Tawongso
at black Banglore-11


2.  ~~Rumeh~~
w 1st & 2nd Mer.
SR only
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1. 
(Mr. Fazal Ahmed)
2. 
(Mr. Iyaz Mahamood)
3. 
(Mr. Fiyaz Mahamood)
4. 
(Mr. Viquas Mahamood)

FIRST PARTY'S / OWNERS



1. 
(Mr. Suresh B)

2. 

(Mrs.Kavitha Suresh D.S.)
(Partners :- M/s.Bhumika Builders)
SECOND PARTY'S / DEVELOPERS

**Drafted by :
Vijay Kumar M
Advocate**

VIJAY KUMAR. M. B.Com.,LL.B.,
ADVOCATE

ADVOCATE
No. 1, Swasthi Main Road, 3rd Cross,
Lakshmi Road, Shanthinagar,
BANGALORE-560 027.

ಈ ದಾಖಲೆಯು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧೀನ ಸಂಖ್ಯೆ 152 ಮುಖೋಮು 2003
ನಂ. 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
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Total stamp duty paid Rs.

GENERAL POWER OF ATTORNEY

KNOW ALL MEN THAT PRESENTS THAT, I/WE,
1. MR.FAZAL AHMED, Age 42 years, S/o.Late Mr.A.Hajee Basha, Residing at No.342, 6th Cross, Opp : Sharath Apartments, J.P.Nagar, 6th Phase, Bangalore-560 078.
2. MR.IYAZ MAHAMOOD, Age 43 years, S/o.Late M.Y.Mahamood,
3. MR.FIYAZ MAHAMOOD, Age 40 years, S/o.Late M.Y.Mahamood,
4. MR.VIQUAS MAHAMOOD, Age 38 years, S/o.Late M.Y.Mahamood, SI.No.2 to 4 are Residing at No.79, 8 'C' Main, Jakkasandra Block, Koramangala, Bangalore, **DOES HEREBY APPOINT, NOMINATE AND CONSTITUTE M/S.BHUMIKA BUILDERS**, Having its Office at No.455, 9th Cross, Jayanagar, 1st Block, Near Madhavan Park, Bangalore-560 011 **REPRESENTED BY ITS PARTNERS :- MR.SURESH B**, Aged about 38 years, S/o.Sri.G.Byrappa and **MRS.KAVITHA SURESH D.S.** Aged about 35 years, W/o.Mr.Suresh B, (hereinafter called the **ATTORNEY** who have subscribed their signatures hereunder in token of their identification) as our lawful attorney and agent to do in our name and on our behalf the following act, deed and things.

a) WHEREAS, the Party No.1 is the Absolute Owner of Properties bearing Site Nos :-

i) Site No.96, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 40 feet and North to South 62 feet, totally measuring 2480 square feet having purchased the same under an Registered Sale Deed dated:-31-07-2004 registered as Document No.KEN-1-18330/2004-05, stored in C.D.No.KEND129, dated:-31-07-2004 registered before the Sub-Registrar, Kengeri, Bangalore from Mrs.Nuzahath Khan.

ii) Site No.97, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 40 feet and North to South 62 feet, totally measuring 2480 square feet having purchased the same under an Registered Sale Deed dated:-31-07-2004 registered as Document No.KEN-1-18318/2004-05, stored in C.D.No.KEND129, dated:-31-07-2004 registered before the Sub-Registrar, Kengeri, Bangalore from Mrs.Nuzahath Khan.

(Signatures of the parties and witnesses)



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. BHUMIKA BUILDERS rep by its Partner Mr. SURESH B , ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು
ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	200.00	paid incash
ಒಟ್ಟು :	200.00	

ಸ್ಥಳ : ಶಾಂತಿನಗರ

ದಿನಾಂಕ : 18/12/2014

ಹರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಬೆಂಗಳೂರು ನಗರ (ಪ್ರಾಥಮಿಕ ಸಂಸ್ಥೆ)
ಬೆಂಗಳೂರು ನಗರ 27

ಈ ದಾಖಲೆಯು ಹಳೆಯ ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ-3 152 ಮುಖೇಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಸರ್ಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.	ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka	ದಾಖಲೆಯ ಹಳೆ Document Sheet
	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಚಲಿ: ರೂ. 2/-
ಈ ಹಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದಾಗಿದೆ This sheet can be used for any document		
ದಾಖಲೆಯನ್ನು ಬಿಡುಗಡೆ ಮಾಡಿದ ದಿನಾಂಕ Date of execution	ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs.	

-2-

iii) Site No.98, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 40 feet and North to South 62 feet, totally measuring 2480 square feet having purchased the same under an Registered Sale Deed dated:-31-07-2004 registered as Document No.KEN-1-18326/2004-05, stored in C.D.No.KEND129, dated:-31-07-2004 registered before the Sub-Registrar, Kengeri, Bangalore from Mrs.Nuzahath Khan.

WHEREAS, the Party No.2, No.3 and No.4 are the Absolute Owners of the Property bearing Site No.99, situated at Kothanur, Utarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike measuring East to West 70 feet and North to South 65 feet, totally measuring 4550 square feet having purchased the same under an Registered Sale Deed dated:-27-12-2005, registered as Document No.KEN-1-19820/2004-05, stored in C.D.No.KEND129, dated:-27-12-2005 registered before the Sub-Registrar, Kengeri, Bangalore from Sri.A.M.Greenivasa Prasad represented by GPA Holder Smt.Iqbal Begum.

b) WHEREAS, subsequently to the purchase, the Khata of the aforesaid Properties were transferred to our names respectively and we are in peaceful possession and enjoyment of the aforesaid Properties respectively.

c) WHEREAS, I/We having absolute right, title and interest in and over the aforesaid Properties have approached the DEVELOPERS namely M/s.Bhumika Builders, represented by its Partners Sri.B.Suresh and Smt.D.S.Kavitha Suresh to develop the Schedule Property by constructing multi storied residential building, as DEVELOPERS who is having vast experience in construction of multi storied apartment building and also having sufficient financial resources to invest in the project.

d) WHEREAS, I/We had applied for Amalgamation of the aforesaid Properties before the Bruhat Bangalore Mahanagara Palike, Bangalore to Club the aforesaid Properties into ONE UNIT. WHEREAS, under an Endorsement dated:-12-09-2013, bearing SI.No.S.K.A.(A.U)/DV/KTR/274/2013-14, M.R./95/2013-14, issued by the Assistant Revenue Officer, Yelachennahalli, Bruhat Bangalore Mahanagara Palike, the aforesaid Properties were ordered to be Amalgamated and Clubbed as Site No.2986/2065/2142/98,97,96,99 with

[Signature] Vijay Mahesh

[Signature]

[Signature]

[Signature]



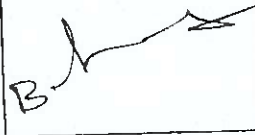
Print Date & Time : 18-12-2014 12:37:27 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 200

ಶಾಂತಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 18-12-2014 ರಂದು 12:20:51 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ







ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಸೇವಾ ಶುಲ್ಕ	455.00
	ಒಟ್ಟು :	150455.00

ಶ್ರೀ M/s. BHUMIKA BUILDERS rep by its Partner Mr. SURESH B ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. BHUMIKA BUILDERS rep by its Partner Mr. SURESH B			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಚೀಫ್‌ಗಳೂರು - 27

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	M/s. BHUMIKA BUILDERS rep. by its Partner Mr. SURESH B . (ಬರೆಸಿಕೊಂಡವರು)			
2	M/s. BHUMIKA BUILDERS rep. by its Partner Mrs. KAVITHA SURESH.D.S . (ಬರೆಸಿಕೊಂಡವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಚೀಫ್‌ಗಳೂರು - 27

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಅಧಿಕಾರ ಸಂಖ್ಯೆ: ಕರ್ನಾ 152 ಮುನೀಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

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



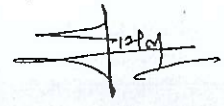


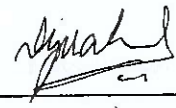


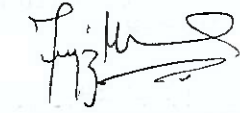



-3-

the measurement of East to West 190 feet and North to South 65 + 62 / 2 in all totally measuring 12065 square feet, which is more fully described in the Schedule hereunder and hereinafter referred to as the 'SCHEDULE PROPERTY'.

e) WHEREAS, I/We being interested to develop the Schedule Property into Residential Apartment Building approached the DEVELOPERS that is M/s.Bhumika Builders, represented by its Partners Sri.B.Suresh and Smt.D.S.Kavitha Suresh to construct a residential apartment building in the Schedule Property who agreed to develop the Schedule Property wherein I/We will be entitled to Share of 49% of the Super Built Up Area with undivided share in the land of Schedule Property and the Developers will be entitled to Share of 51% of the Super Built Up Area with undivided share in the land of Schedule Property including common area and parking areas, and after detailed discussions, We have finalized a development scheme on certain terms and conditions mutually agreed between us.

WHEREAS, I/We have entered into a Registered Joint Development Agreement dated:-18-12-2014 registered as Document No. 8191/2014-15, stored in C.D.No.SHRD.50, registered on 18-12-2014 before the Sub-Registrar, Shanthinagar, Bangalore with the Developers M/S.BHUMIKA BUILDERS, Having its Office at No.455, 9th Cross, Jayanagar, 1st Block, Near Madhavan Park, Bangalore-560 011 REPRESENTED BY ITS PARTNERS :- MR.SURESH B, Aged about 38 years, S/o.Sri.G.Byrappa and MRS.KAVITHA SURESH D.S., Aged about 35 years, W/o.Mr.Suresh B, (hereinafter referred to as the "Developers") for development of the Schedule Property. In pursuance of the aforesaid Agreement, I/We are required to execute and empower the Developers to represent us before the various statutory authorities for obtaining necessary permissions, no objections, sanctions etc., for development of the Schedule Property. Hence, the Developers are being appointed as our lawful attorney's to do the following acts, deeds and things in respect of the Schedule Property.

[Signatures]

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
3	MR.FAZAL AHMED . (ಬರೆದುಕೊಡುವವರು)			
4	MR. IYAZ MAHAMOOD . (ಬರೆದುಕೊಡುವವರು)			
5	MR.FIYAZ MAHAMOOD . (ಬರೆದುಕೊಡುವವರು)			
6	MR. VIQUAS MAHAMOOD . (ಬರೆದುಕೊಡುವವರು)			

ಇದು ಉಪನೋಂದಪತ್ರಾಧಿಕಾರಿ
ಯವನಗಾರ್ (ಶಿಬಿರದ ನಗರ)
ಬೆಂಗಳೂರು - 27

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ೪೦೨-152 ಮುಷೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುದು ದಿನಾಂಕ
Date of execution

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

-4-

I/We 1. **MR.FAZAL AHMED**, Age 42 years, S/o.Late Mr.A.Hajee Basha, Residing at No.342, 6th Cross, Opp : Sharath Apartments, J.P.Nagar, 6th Phase, Bangalore-560 078.

2. **MR.IYAZ MAHAMOOD**, Age 43 years, S/o.Late M.Y.Mahamood,

3. **MR.FIYAZ MAHAMOOD**, Age 40 years, S/o.Late M.Y.Mahamood,

4. **MR.VIQUAS MAHAMOOD**, Age 38 years, S/o.Late M.Y.Mahamood, Sl.No.2 to 4 are Residing at No.79, 8 'C' Main, Jakkasandra Block, Koramangala, Bangalore, **DOES HEREBY APPOINT, NOMINATE AND CONSTITUTE M/S.BHUMIKA BUILDERS**, Having its Office at No.455, 9th Cross, Jayanagar, 1st Block, Near Madhavan Park, Bangalore-560 011 **REPRESENTED BY ITS PARTNERS :- MR.SURESH B**, Aged about 38 years, S/o.Sri.G.Byrappa and **MRS.KAVITHA SURESH D.S.** Aged about 35 years, W/o.Mr.Suresh B, as our true and lawful attorney with power to do or cause to be done any or all acts, deeds and things hereinafter mentioned, in our name and on our behalf, that is to say :

1. To represent before the Bruhat Bangalore Mahanagara Palike or Bangalore Development Authority or any statutory authority in connection with obtaining necessary permissions, sanctions, no objection certificate and such other permissions as required under the law for development of the Schedule Property by constructing Residential Apartment Building. The Attorneys are also authorized to sign necessary forms, applications, affidavits, papers, documents etc., in connection with the above acts and to receive the letter of permissions, sanctions, no objection certificate, etc., from the Bruhat Bangalore Mahanagara Palike or any statutory authorities.

2. To process and to present and sign necessary applications / plans / estimates / statements to the Bruhat Bangalore Mahanagara Palike or any statutory authorities for approval and sanction of the plan for construction of building on the Schedule Property and to furnish and sign all such necessary papers and documents as may be required and to receive and obtain from the competent sanctioning authorities the sanctioned plan.

3. To represent and appear before the concerned officer of the Bangalore Water Supply and Sewerage Board, Karnataka Power Transmission Corporation Ltd, Bangalore Electricity Supply company in connection with obtaining water and electricity connection to the Schedule Property and such other necessary

[Signature]

[Signature]

[Signature]

[Signature]


ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Karthik No. 455, 9th Cross, Jayanagar 1st Block, B'lore-11	JKK
2	Ramachandria No. 101, 9th Cross, S R nagar, B'lore	Rumeha

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಬೆಂಗಳೂರು - 27

ಪರಾ: ಶಾಂತಿನಗರ ಉಪನೋಂದಣಿ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ: 18-12-2014 ರಂದು ನೋಂದಣಿಯಾದ ಜೆಡಿಎ ಪುಸ್ತಕ-1 ರ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :2191/14-15 ರಲ್ಲಿ ಪಾವತಿಸಿದ ರೂ. 446120/- ಗಳ ಮುದ್ರಾಂಕ ಶುಲ್ಕವನ್ನು ವಸೂಲಿ ಮಾಡಲಾಗಿರುತ್ತದೆ.

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಜಯನಗರ (ಶಾಂತಿನಗರ)
ಬೆಂಗಳೂರು - 27

<p>4 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ SHR-4-00200-2014-15 ಅಗಿ ಸಿ.ಡಿ. ನಂಬರ SHRD50 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 18-12-2014 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p>18/12/14 ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಶಾಂತಿನಗರ) ಬೆಂಗಳೂರು - 27</p>	
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ಈ ದಾಖಲೆಯು ಹಾಕಿಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ-೧ 152 ಮುನ್ಸೂಚನೆಯು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಕಿ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ ರೂ. 2/-

ಈ ಹಾಕಿಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಉಪಯೋಗಿಸಬಹುದು
This sheet can be used for any document

ದಾಖಲೆಯನ್ನು ಬರೆದುದು ದಿನಾಂಕ
Date of execution

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

-5-

permissions, sanctions, no objection certificate as required under the law for the Schedule Property. The Developer is also empowered to sign necessary forms, applications, affidavits, papers, documents etc., in connection with the above acts and to receive the letter of permissions, sanctions, no objection certificate, etc., from the Bangalore Water Supply and Sewerage Board and Karnataka Power Transmission Corporation Ltd., Bangalore Electricity Supply (KPTCL/BESCOM).

4. To sign and submit necessary application, petitions, memorandum, affidavits, undertaking, documents and othr papers and to represent before the Revenue Authorities, Bruhat Bangalore Mahanagara Palike, Police Department, Telephone Departmens (BSNL) or any other local bodies or statutory authorities of the State and Central Governments etc., (hereinafter referred to as the AUTHORITIES) in connection with all or any of the matters pertaining to developing the Schedule Property and obtaining necessary permission, licenses, from the concerned authorities etc.

5. To apply and purchase Transfer of Development Rights as per the prevailing Rules and Regulations and to take necessary certificates and make payments for the same.

6. To sign Declarations, Memorandum of Association, Deed of Declaration, undertakings, affidavits, Bye-laws and to present the same for registration or attestation, before the Sub-Registrar of Assurances or Notary Public, Magistrate or any other Authority.

7. To affix thumb impression on the Deed of Declaration / Memorandum of Association and on the registration register and to sign the same.

8. To appoint Advocate, Counsel, Auditor, in connection with the above matter.

9. To appoint Architects, Surveyors, Engineers, Contractors and other Agencies as may be necessary in connection with the Development of the Schedule Property and for construction in thereon.

10. To appear and represent me before all Authorities concerned from time to time in relation to the construction and development of the Schedule Property.

[Signatures]

ಈ ದಾಖಲೆಯನ್ನು ಹಾಕಲು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ 309-152 ಮುನೂಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.	ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka	ದಾಖಲೆಯ ಹಾಕು Document Sheet
	ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department	ಬೆಲೆ : ರೂ. 2/-
ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಾಖಲೆಗೆ ಬಳಸಬಹುದಾಗಿದೆ This sheet can be used for any document		
ದಾಖಲೆಯನ್ನು ಬರೆದ ಕೊಟ್ಟ ದಿನಾಂಕ Date of execution	ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs	

-6-

11. To apply to the Telephone Department, Bangalore Water Supply and Sewerage Board, Fire Department, Karnataka Electricity Board as may be necessary for the purpose of completing the construction and for obtaining public facilities like telephone, water supply, sewerage connections and power connections etc.

12. In connection with the above matters to make applications, deposits, declarations, affidavits, to sign agreements or indemnity bonds.

13. To enter into agreements or associate with such persons or agencies, whose aims and objectives are similar to the development plan, on such terms and conditions as our Power of Attorney Holder deems fit. To execute and perform all Agreements and Contracts enter into our name with any other persons, to receive token amount, advance consideration, entire sale consideration in respect of Developer's share as stated in the Joint Development Agreement.

To present Deed/s of Sale of the Schedule Property relating to the Developer's Share for registration, to admit execution thereof and carry out all such acts, deeds and things necessary for the purpose of completion, conveyance and registration thereof, subject however, to the discharge of the Joint Development Agreement and upon handing over of the possession of the Owner's Share to the satisfaction of the owners.

14. To generally to do all acts, deeds and things which is necessary, incidental and expedient relating to all matters concerning the Schedule Property.

15. We agree to ratify and confirm all that our Attorneys shall lawfully do or cause to be done by virtue of these presents and the same shall be binding on us to the extent and in the same manner as if the same were done by us personally.

[Signature]

[Signature]

[Signature]

[Signature]

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ-೨ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಚರ - ರೂ 2/-

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

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

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

-7-

SCHEDULE PROPERTY

All that piece and parcel of Property bearing Site No.2986/2065/2142/98,97,96,99, situated at Kothanur, Uttarahalli Hobli, Bangalore South Taluk, now coming under the limits of Bruhat Bangalore Mahanagara Palike, BBMP Division W-195, Konanakunte Ward, measuring East to West 190 feet and North to South (65 + 62)/2 feet, in all measuring 12065 sq.ft and bounded on the :

East by : Road.
West by : Private Property.
North by : Road.
South by : Private Property.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE SIGNED AND EXECUTED THIS GENERAL POWER OF ATTORNEY THIS THE 18th DAY OF DECEMBER TWO THOUSAND AND FOURTEEN AT BANGALORE IN THE PRESENCE OF THE WITNESSES SIGNED HEREUNDER.

WITNESSES :

1.

K.K. (Karnanik)

#456, 1st cross, Jayangar
1st cross, Bangalore-1

2.

Ranch

no-101. 9th cross
S.R. Nagar
Bangalore

1.

(Mr.Fazal Ahmed)

2.

(Mr.Fayaz Mahamood)

3.

(Mr.Fayaz Mahamood)

4.

(Mr.Viqas Mahamood)

OWNERS

ಈ ದಾಖಲೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ
ಆದೇಶ ಸಂಖ್ಯೆ ಕಂ. 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ
Government of Karnataka

ದಾಖಲೆಯ ಹಾಳೆ
Document Sheet

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ - ರೂ. 2/-

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

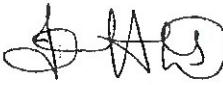
ದಾಖಲೆಯನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

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

-8-

1. 

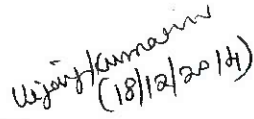
(Mr.Suresh B)

2. 

(Mrs.Kavitha Suresh D.S.)
(Partners :- M/s.Bhumika Builders)

DEVELOPERS

Drafted by :
Vijay Kumar M
Advocate


(18/12/2014)

VIJAY KUMAR M. B.Com.,LL.B..
ADVOCATE

No. 1, Swasth Main Road, 3rd Cross,
Lakshmi Road, Shanthinagar,
BANGALORE-560 027.



23

ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ

No. A 30812

ತೃತೀಯ ಹಂತದ 1ನೇ+2ನೇ+3ನೇ ಹಂತದ 30 (ಮುಖಪುಟ)
 ಭೂಮಿಗಳನ್ನು ಒಂದೇ ಸಮೀಕ್ಷೆಯಲ್ಲಿ ಕಟ್ಟಡ

ಸಿಟಿ ಮಜಕೂರ್ ಭೂಮಿಗಳನ್ನು ನಡೆಸುವ ನೇ ಡಿವಿಷನ್ 195 ನೇ

1) ಉಳುಮೆ ದೊಡ್ಡದಾದ 2) ಉಳುಮೆ ದೊಡ್ಡದಾದ 3) ಉಳುಮೆ ದೊಡ್ಡದಾದ
 ನಂಬರು ಮನೆಗೆ ಮಾಲೀಕ / ವಾಸಸ್ಥರಾದ 4) ಉಳುಮೆ ದೊಡ್ಡದಾದ

ನೀವು 2986 2065 98, 97, 96, 99 ಕೆ.ಆರ್.ನುತ್ತು
 ನೇ ನಂಬರಿನಲ್ಲಿ ಕಟ್ಟಡ ಕಟ್ಟಬೇಕೆಂಬ ವಿಷಯ

ಕುರಿತು ಬರೆದುಕೊಂಡ ತಾರೀಖು 07/11/2013 ನಲ್ಲಿ ಕೊಟ್ಟ ಅರ್ಜಿ

ಜಾರ್ಜಿಯನ್ನು TP/ADTP/Bom/05/20..14-15/01/036. ಪರವಾನಗಿ ಶುಲ್ಕರೂ 635000/

ರಸ್ತೆ ಅಗತದ ಶುಲ್ಕ ರೂ. 635000/ = ಒಟ್ಟು ರೂ. 635000/

ಶೇ 1 ರಷ್ಟು ಕಾರ್ಮಿಕ ಕಲ್ಯಾಣ ನಿಧಿ ಶುಲ್ಕ ರೂ. 635000/

ಸೂಚನೆ :- ಇದರ ಹಿಂಭಾಗದಲ್ಲಿ ಅಡಕವಾಗಿರುವ ಷರತ್ತುಗಳನ್ನು ಗಮನಿಸಿ ಅದಕ್ಕೆ ಒಳಪಟ್ಟು
 ನಡೆದುಕೊಳ್ಳಬೇಕು. ಅವುಗಳಲ್ಲಿ ಯಾವುದೇ ಒಂದು ಷರತ್ತುಗಳನ್ನು ಉಲ್ಲಂಘಿಸಿರುವುದಾಗಿ ಕಂಡುಬಂದರೆ,
 ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ ಅಕ್ಟಿನ 462ನೇ ನಿಬಂಧನೆ ಮೇರೆ ಕ್ರಮ ಜರುಗಿಸಲಾಗುವುದು.

R. P. Uppur 23/11/2015
 ಸಹಾಯಕ ನಿರ್ದೇಶಕರು
 (ಸಿಟಿ ಮಜಕೂರ್)

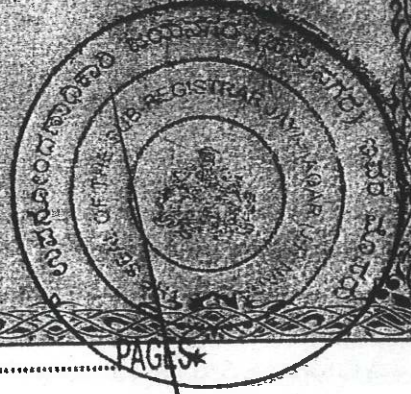
ತಾರೀಖು 23 ನೇ 01
 ಮಾಹೆ 20/5 ಇಸವಿ

40 ಬೃಹತ್ ಬೆಂಗಳೂರು ಮಹಾನಗರ ಪಾಲಿಕೆ
 23/01/15

ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



೬೩೭/೩:



BK I 8277

THIS DOCUMENT CONSISTS OF PAGES*

16-17

..... PAGES OF DOCUMENT No. 8277 2016-17



:: ABSOLUTE SALE DEED ::

THIS DEED OF ABSOLUTE SALE is made and executed on this 09th day of FEBRUARY, TWO THOUSAND SEVENTEEN (09-02-2017).
BETWEEN:

1. **Mr. FAZAL AHMED,**
Aged about 44 years,
S/o. Late. Mr. A. Hajee Basha,
Residing at No.342, 6th Cross,
Opp. Sharath Apartments, J.P. Nagar 6th Phase,
BANGALORE-560 078.

2. **Mr. IYAZ MAHAMOOD,**
Aged about 45 years,
S/o. Late. M. Y. Mahamood,

3. **Mr. FIYAZ MAHAMOOD,**
Aged about 42 years;
S/o. Late. M. Y. Mahamood,

AND

4. **Mr. VIQUAS MAHAMOOD,**
Aged about 40 years,
S/o. Late. M. Y. Mahamood,

VENDORS No.2 to 4 are residing at No.79, 8th 'C' Main,
Jakkasandra Block, Koramangala, BANGALORE.

All are represented by their GPA Holder: -

Contd...2/-

[Signature]

[Signature]

[Signature]

(54)

2 PAGES OF DOCUMENT No. 8277 2016-17



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

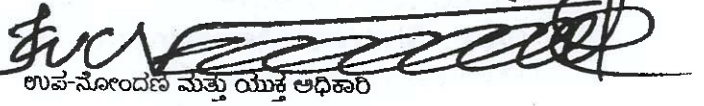
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Jayendra.M. S/o Sri.Rama Naik , ಇವರು 353000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	34250.00	DD No.039645, Dtd 08/02/2017, Drawn on Andhra Bank, Bangalore
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	318750.00	DD No.039644, Dtd 08/02/2017, Drawn on Andhra Bank, Bangalore
ಒಟ್ಟು :	353000.00	

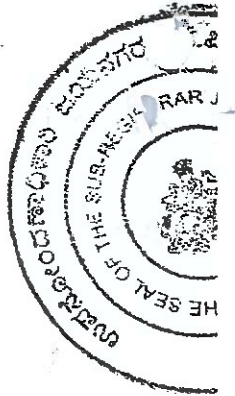
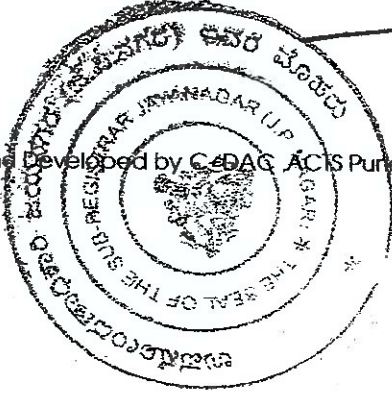
ಸ್ಥಳ : ಜಿ.ಪಿ. ನಗರ

ದಿನಾಂಕ : 09/02/2017


ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಒರಿಯ (ಜಿ.ಪಿ. ನಗರ)
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು

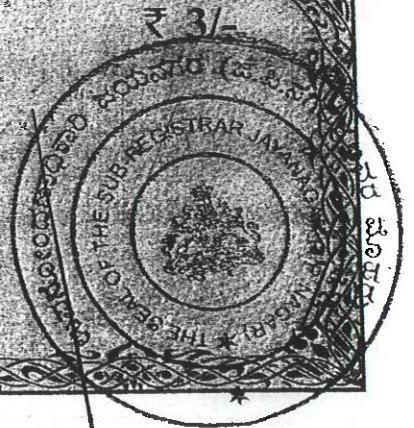
Designed and Developed by C-4DAG, ACIS Pune.



ದಸ್ತಾವೇಜು ಹಾಳೆ
Document Sheet



3Z/3:



3 PAGES OF DOCUMENT No. 8277 2616-17

M/s. BHUMIKA BUILDERS,

Having its Office No.455, 9th Cross,
Jayanagar, 1st Block, Near Madhavan Park,
BANGALORE-560 011.

Represented by its Partners:

1. **Sri. SURESH. B.**, aged about 40 years,
S/o. Sri. G. Byrappa,

AND

2. **Smt. KAVITHA SURESH D. S.**, aged about 37 years,
W/o. Sri. Suresh. B.,

Hereinafter called the “ **VENDORS** ” [which term wherever the context shall mean and include their respective legal heirs, successors, representatives, administrators and assigns] of the ONE PART:

M/s. BHUMIKA BUILDERS,

Having its Office No.455, 9th Cross,
Jayanagar, 1st Block, Near Madhavan Park,
BANGALORE-560 011.

PAN No.AAKFB1454H.

Represented by its Partners:

1. **Sri. SURESH. B.**, aged about 40 years,
S/o. Sri. G. Byrappa,

AND

2. **Smt. KAVITHA SURESH D. S.**, aged about 37 years,
W/o. Sri. Suresh. B.,

Contd....3/-

[Handwritten signatures and initials]

(56)

PAGES OF DOCUMENT No. 8277 2016-17



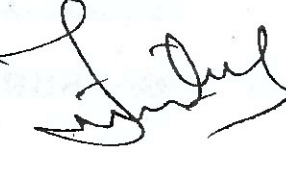
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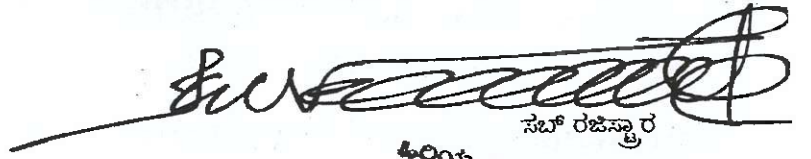
ಕ್ರಾಪೇಜು ಸಂಖ್ಯೆ : 8277

ಪಿ. ನಗರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 09-02-2017 ರಂದು 01:07:24 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಲ್ಲದೊಂದಿಗೆ



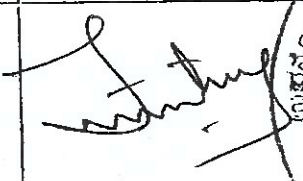


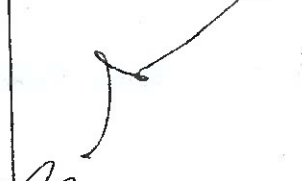
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	62500.00
2	ಸೇವಾ ಶುಲ್ಕ	1015.00
3	ಇತರೆ	40.00
	ಒಟ್ಟು :	63555.00

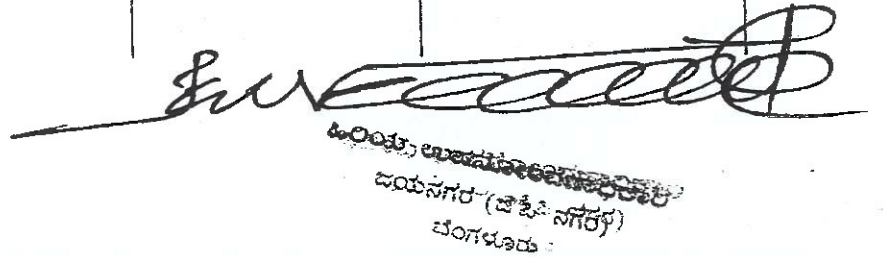
ಗೃ Jayendra.M. S/o Sri.Rama Naik ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಪೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Jayendra.M. S/o Sri.Rama Naik			

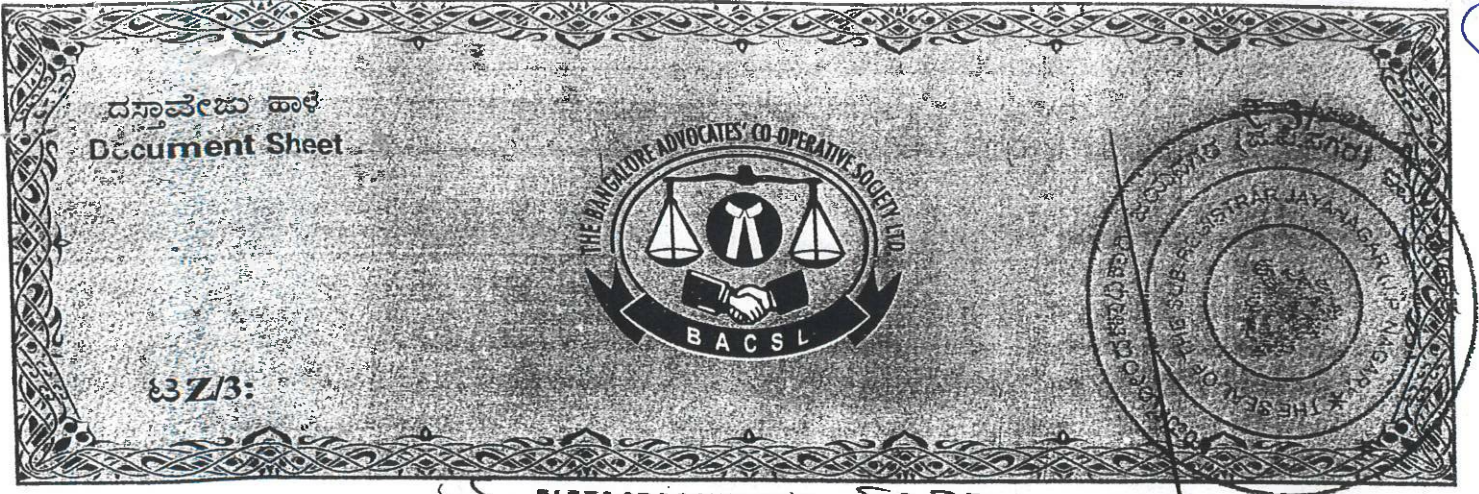

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Jayendra.M. S/o Sri.Rama Naik (ಬರೆಸಿಕೊಂಡವರು)			
2	Mr.Fazal Ahmed, Mr.Iyaz Mahamood, Mr.Fiyaz Mahamood and Mr.Viquas Mahamood all are Rep by their GPA Holder M/s Bhumika Builders Rep by its Partner Sri.Suresh.B. (ಬರೆದುಕೊಡುವವರು)			


ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಜಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು

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:: 3 ::

Hereinafter called as the “ **DEVELOPERS** ” [which term wherever the context shall mean and include its successors-in-office, its executors, representatives, administrators and assigns] of the SECOND PART:

IN FAVOUR OF:

Sri. JAYENDRA. M.,

Aged about 36 years,

S/o. Sri. Rama Naik,

Residing at No.887, Ramaswamy Layout,

Arekere, Bannerghatta Road,

BANGALORE-560 076.



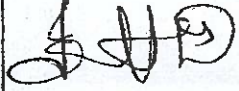


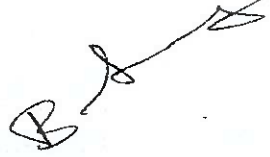



PAN No.BUNPM0532R.

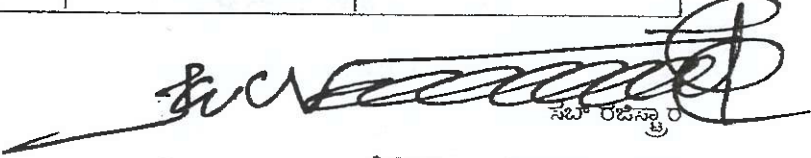
Hereinafter called the “ **PURCHASER** ” [which term wherever the context shall mean and include his/her/their respective legal heirs, successors, representatives, administrators and assigns] of the OTHER PART:

Contd...4/-

B. S. [Signature]

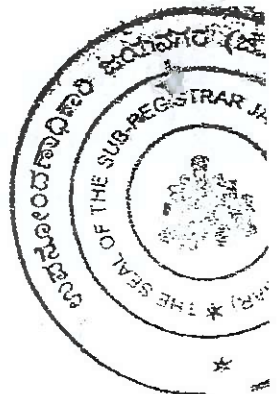
[Signature]

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸ್ಥಳ
3	Mr.Fazal Ahmed, Mr.Iyaz Mahamood, Mr.Fiyaz Mahamood and Mr.Viquas Mahamood all are Rep by their GPA Holder M/s Bhumika Builders Rep by its Partner Smt.Kavitha Suresh.D.S (ಬರೆದುಕೊಡುವವರು)			
4	M/s Bhumika Builders Rep by its Partner Sri.Suresh.B. (Developer) (ಬರೆದುಕೊಡುವವರು)			
5	M/s Bhumika Builders Rep by its Partner Smt.Kavitha Suresh.D.S (Developer) (ಬರೆದುಕೊಡುವವರು)			


ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

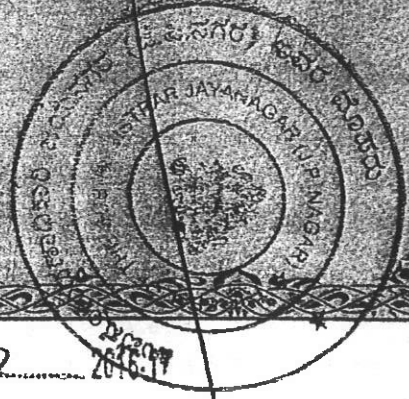
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ಬಯನಗರ (ಜಿ.ಪಿ. ನಗರ)
ಬೆಂಗಳೂರು

6 PAGES OF DOCUMENT No. 8277 2616-17



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7 PAGES OF DOCUMENT No. 8277

:: 4 ::

:: **WITNESSETH AS FOLLOWS** ::

WHEREAS, the VENDORS are the absolute and joint owners of the **Property bearing Site No.96(Ninety Six), Katha No.90/2, BBMP Katha No.2977/2065/96, Site No.97(Ninety Seven), Katha No.90/2, BBMP Katha No.2980/2065/97, Site No.98(Ninety Eight), Katha No.90/2, BBMP Katha No.2986/2065/98, Site No.99(Ninety Nine), Katha No.90/2, BBMP Katha No.3013/2142/99, Presently BBMP amalgamated Municipal Katha/Property No.2986/2065/2142/98, 97, 96, 99,** situated at **ARADHANA LAYOUT, KOTHANUR VILLAGE,** Uttarahalli Hobli, Bangalore South Taluk, Bangalore, previously within the limits of Bommanahalli CMC, Presently within the limits of Bruhat Bangalore Mahanagara Palike, Bangalore, **all the above said sites are totally measuring: East to West: 190.0 Feet, North to South: (65.0 + 62.0)/2 Feet, in all measuring: 12065.0 Square Feet,** which is morefully described in the Schedule 'A' hereunder and hereinafter called the "**SCHEDULE 'A' PROPERTY**".

WHEREAS, the Larger Portion of property bearing Katha No.90/2, situated at Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, was previously owned by Sri. P. Narayanaswamy S/o. Sri. Puttarangaiah who acquired the same through a Partition Deed and the same is registered as **Document No.1950/1968-69,** of Book-I, in Volume No.714, at Pages 34 to 43, registered on dated: 22-07-1968, in the office of the Sub-Registrar, Bangalore South Taluk, Bangalore.

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ಕ್ರಮ ಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	K.B.Harish No.48/1, 2nd Cross, Hosahalli, Vijayanagar, Bangalore	K.B. Harish
2	M.Venkatesh No.365, R.S.Raju Building, Kothanur Dinne, Bangalore-78	M.V.

[Signature]
 ಒಲಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
 ಜಯನಗರ (ಜೆ.ಪಿ. ನಗರ)
 ಬೆಂಗಳೂರು



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
 ನಂಬರ JPN-1-08277-2016-17 ಆಗಿ
 ಸಿ.ಡಿ. ನಂಬರ JPND415 ನೇ ಧರಲ್ಲಿ
 ದಿನಾಂಕ 09-02-2017 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



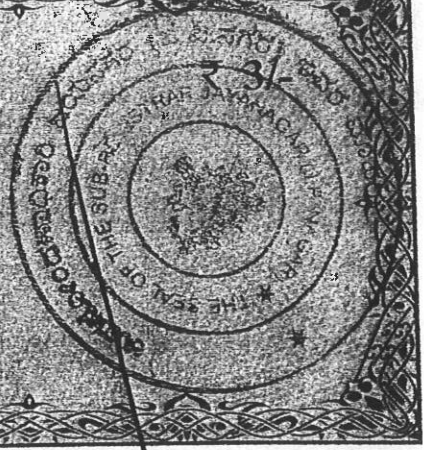
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ಒಲಿಯ ಉಪನಿರ್ದೇಶಕರಾದ
 ಜಯನಗರ (ಜೆ.ಪಿ. ನಗರ)
 ಬೆಂಗಳೂರು

9/2/17
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2 PAGES OF DOCUMENT No. 8297 2016-17
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WHEREAS, then Sri. P. Narayanaswamy and his Children have sold the above said larger portion of property bearing Katha No.90/2 of Kothanur Village in favour of Sri. A. M. Sreenivasa Prasad through a Sale Deed and the same is registered on dated: 16-11-1979, registered as **Document No.3809/1979-80**, of Book-I, in Volume No.1430, at Pages 179 to 181, dated: 21-11-1979, in the office of the Sub-Registrar, Bangalore South Taluk, Bangalore.

WHEREAS, then Sri. A. M. Sreenivasa Prasad had formed a layout in the above said larger Portion of property bearing Katha No.90/2 of Kothanur Village which belongs to him and the **Site Nos.96, 97, 98 and 99 mentioned under this Schedule 'A' Property** are the sites among the sites formed in the above said larger portion of property bearing Katha No.90/2 of Kothanur Village, Uttarahalli Hobli, Bangalore South Taluk, Bangalore.

WHEREAS, Sri. A. M. Sreenivasa Prasad was not in a position to look after, to maintain and to complete the sale transactions of the above said **property bearing Site Nos.96, 97 and 98, measuring: East to West: 120.0 Feet, North to South: 62.0 Feet, mentioned under this Schedule 'A' Property, which are formed in above said larger portion of property bearing Katha No.90/2 of Kothanur Village** by himself and he had executed a General Power of Attorney dated: 26-06-1987 in favour of Mr. A. Rahmathulla Khan, to look after, to alienate, to negotiate, to sell, to receive sale consideration and to execute sale deed with respect of the above said Site Nos.96, 97 and 98 as mentioned in the said GPA.

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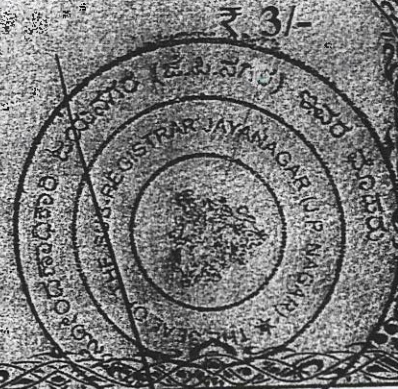
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10 PAGES OF DOCUMENT No. 8277 2016
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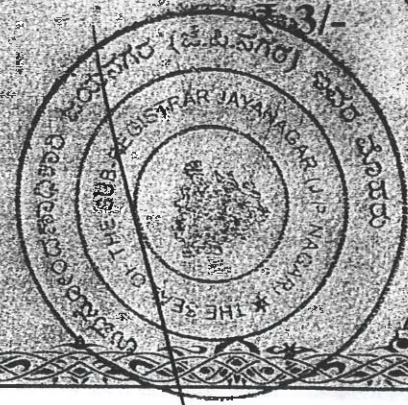
WHEREAS, then Sri. A. M. Sreenivasa Prasad through his GPA Holder Mr. A. Rahmathulla Khan had sold the above said **Site No.96, Katha No.90/2, of ARADHANA LAYOUT, KOTHANUR VILLAGE, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, measuring: East to West: 40.0 Feet, North to South: 62.0 Feet, in all measuring: 2480.0 Square Feet, mentioned under this Schedule 'A' Property** in favour of Mrs. Nuzhath Khan through a Sale Deed and the same is registered on dated: 22-07-2002, registered as **Document No.7181/2002-03**, of Book-I, stored in C.D. No.95, dated: 23-07-2002, in the office of the Sub-Registrar, Kengeri, Bangalore. Whereas, then Mrs. Nuzhath Khan had sold the above said Site No.96 in favour of the **1st VENDOR Mr. Fazal Ahmed** through a Sale Deed and the same is registered as **Document No.KEN-1-18330/2004-05**, of Book-I, stored in C.D. No.KEND129, registered on dated: 31-07-2004, in the office of the Sub-Registrar, Kengeri, Bangalore.

WHEREAS, Sri. A. M. Sreenivasa Prasad through his GPA Holder Mr. A. Rahmathulla Khan had sold the above said **Site No.97, Katha No.90/2, of ARADHANA LAYOUT, KOTHANUR VILLAGE, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, measuring: East to West: 40.0 Feet, North to South: 62.0 Feet, in all measuring: 2480.0 Square Feet, mentioned under this Schedule 'A' Property** in favour of Mrs. Nuzhath Khan through a Sale Deed and the same is registered on dated: 22-07-2002, registered as **Document No.7180/2002-03**, of Book-I, stored in C.D. No.95, dated: 23-07-2002, in the office of the Sub-Registrar, Kengeri, Bangalore.

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B. [Signature]
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21 PAGES OF DOCUMENT No. 8277 2016-17

WHEREAS, then Mrs. Nuzhath Khan had sold the above said Site No.97 in favour of the 1st **VENDOR Mr. Fazal Ahmed** through a Sale Deed and the same is registered as **Document No.KEN-1-18318/2004-05**, of Book-I, stored in C.D. No.KEND129, registered on dated: 31-07-2004, in the office of the Sub-Registrar, Kengeri, Bangalore.

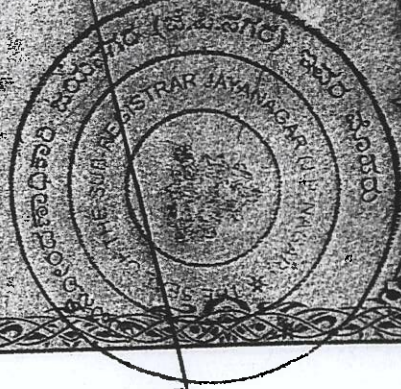
WHEREAS, Sri. A. M. Sreenivasa Prasad through his GPA Holder Mr. A. Rahmathulla Khan had sold the above said **Site No.98, Katha No.90/2, of ARADHANA LAYOUT, KOTHANUR VILLAGE**, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, **measuring: East to West: 40.0 Feet, North to South: 62.0 Feet, in all measuring: 2480.0 Square Feet, mentioned under this Schedule 'A' Property** in favour of Mrs. Nuzhath Khan through a Sale Deed and the same is registered on dated: 22-07-2002, registered as **Document No.7182/2002-03**, of Book-I, stored in C.D. No.95, dated: 23-07-2002, in the office of the Sub-Registrar, Kengeri, Bangalore. Whereas, then Sri. A. M. Sreenivasa Prasad through his GPA Holder Mr. A. Rahmathulla Khan had rectified the errors in the above said Sale Deed registered on dated: 22-07-2002 through a Rectification Deed executed in favour of Mrs. Nuzhath Khan and the same Rectification Deed is registered on dated: 04-11-2003, registered as **Document No.20344/2003-04**, of Book-I, stored in C.D. No.146, dated: 05-11-2003, in the office of the Sub-Registrar, Kengeri, Bangalore. Whereas, then Mrs. Nuzhath Khan had sold the above said Site No.98 in favour of the 1st **VENDOR Mr. Fazal Ahmed** through a Sale Deed and the same is registered as **Document No.KEN-1-18326/2004-05**, of Book-I, stored in C.D. No.KEND129, registered on dated: 31-07-2004, in the office of the Sub-Registrar, Kengeri, Bangalore.

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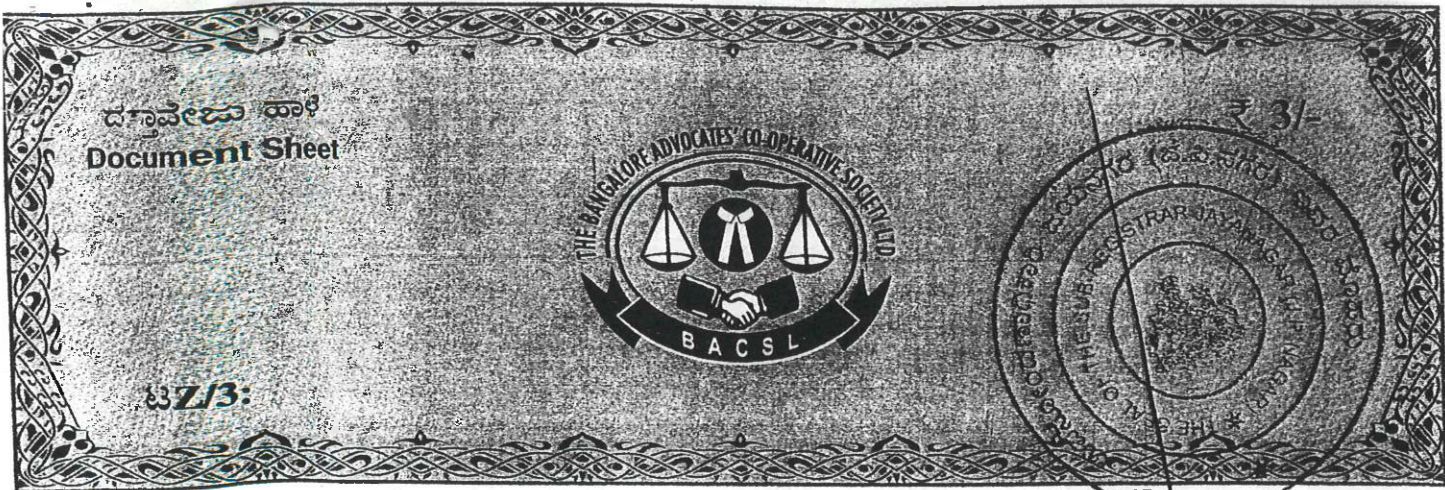


12 PAGES OF DOCUMENT No. 8277 2016-17

WHEREAS, in the above said manner the 1st VENDOR Mr. Fazal Ahmed has become the absolute owner of the **above said Property bearing Site Nos.96, 97, 98 mentioned under this Schedule 'A' Property** and the Katha and other records of the above said sites are transferred in the name of the 1st VENDOR in the records of the Bruhat Bangalore Mahanagara Palike, Bangalore.

WHEREAS, Sri. A. M. Sreenivasa Prasad was not in a position to look after, to maintain and to complete the sale transactions of the **property bearing Site No.99, measuring: East to West: 70.0 Feet, North to South: 65.0 Feet, mentioned under this Schedule 'A' Property, which is formed in above said larger portion of property bearing Katha No.90/2 of Kothanur Village** by himself and he had executed a General Power of Attorney dated: 04-11-1989 in favour of Mrs. Iqbal Begum, to look after, to alienate, to negotiate, to sell, to receive sale consideration and to execute sale deed with respect of the above said Site No.99 as mentioned in the said GPA.

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13...PAGES OF DOCUMENT No. 8277..... 26/16-17

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WHEREAS, then Sri. A. M. Sreenivasa Prasad through his GPA Holder Mrs. Iqbal Begum had sold the **Site No.99, Katha No.90/2, of ARADHANA LAYOUT, KOTHANUR VILLAGE**, Uttarahalli Hobli, Bangalore South Taluk, Bangalore, **measuring: East to West: 70.0 Feet, North to South: 65.0 Feet, in all measuring: 4550.0 Square Feet, mentioned under this Schedule 'A' Property** in favour of the 2nd VENDOR Mr. Iyaz Mahamood, 3rd VENDOR Mr. Fiyaz Mahamood and 4th VENDOR Mr. Viqwas Mahamood through a Sale Deed and the same is registered as **Document No.KEN-1-19820/2005-06**, of Book-I, stored in C.D. No.KEND246, registered on dated: 27-12-2005, in the office of the Sub-Registrar, Kengeri, Bangalore.

WHEREAS, in the above said manner, the 2nd VENDOR Mr. Iyaz Mahamood, 3rd VENDOR Mr. Fiyaz Mahamood and 4th VENDOR Mr. Viqwas Mahamood have become the absolute and joint owners of the **above said Property bearing Site No.99 mentioned under this Schedule 'A' Property** and the Katha and other records of the above said site are transferred in their names in the records of the Bruhat Bangalore Mahanagara Palike, Bangalore.

WHEREAS, the Schedule 'A' Property is presently within the limits of Bruhat Bangalore Mahanagara Palike, Bangalore and the VENDORS have applied with the Bruhat Bangalore Mahanagara Palike for the amalgamation of Kathas of the above said sites mentioned under this Schedule 'A' Property and jointly paid the necessary

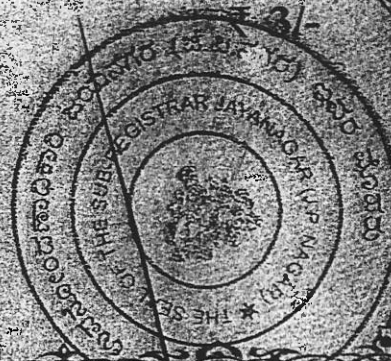
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14 PAGES OF DOCUMENT No. 8277 2016-17

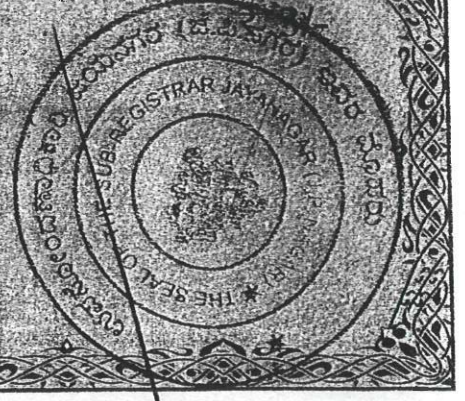
Betterment/Development/Improvement. Charges to the Bruhat Bangalore Mahanagara Palike vide Receipt No. RD/RDAROYECH/05/2013-14/Sep/0049, dated: 06-09-2013 Whereas, the Bruhat Bangalore Mahanagara Palike has considered the application of the VENDORS for the amalgamation of Kathas and then the BBMP has amalgamated the Kathas of Schedule 'A' Property under KTR No.274/2013-14, MR No.95/2013-14, issued vide Special Notice Letter dated: 12-09-2013 and assigned as **BBMP Amalgamated Municipal Katha/Property No.2986/2065/2142/98,97,96,99** for entire Schedule 'A' Property and amalgamated total measurements and total boundaries of the above said sites are mentioned in the Schedule A Property (Total Property).

WHEREAS in the above said manner the VENDORS have become the absolute and joint owners of the above said sites mentioned under this Schedule 'A' Property and the Schedule 'A' Property is self acquired property of the VENDORS which is purchased by their self-earned funds and from the date of purchase, they are in peaceful possession and enjoyment of the Schedule 'A' Property and the VENDORS have paid upto-date taxes, cesses to the concerned authorities regularly with respect of the Schedule 'A' Property. Thus the VENDORS have got good marketable title over the Schedule 'A' Property and have got every right to alienate the Schedule 'A' Property in any manner as they deem fit and the VENDORS are at full liberty to deal with the Schedule 'A' Property in any manner as they deem fit and proper and the Schedule 'A' Property is free from all kinds of encumbrances.

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15 PAGES OF DOCUMENT No. 8277 2014-15

WHEREAS, the VENDORS with an intention to utilize the Schedule 'A' Property in a beneficial manner, have entered into a Joint Development Agreement with the DEVELOPERS **M/s. BHUMIKA BUILDERS, Represented by its Partners: Sri. Suresh. B. and Smt. Kavitha Suresh. D. S.** and the same Joint Development Agreement (JDA) is registered as **Document No.SHR-1-02191/2014-15**, of Book-I, stored in C.D. No.SHRD50, registered on dated: 18-12-2014, in the office of the Sub-Registrar, Jayanagar (Shanthinagar), Bangalore. And as per the above said Joint Development Agreement, it is agreed between both the VENDORS and DEVELOPERS that, the Super-built-up area of the Residential Apartment put up on the Schedule 'A' Property on the basis of the Sanctioned Plan shall be shared between VENDORS and DEVELOPERS in the ratio of 49% to the share of VENDORS and 51% to the Share of the DEVELOPERS as mentioned in the said JDA.

WHEREAS, for the sake of convenience and effectively implement the terms of the Joint Development Agreement, the VENDORS have executed a General Power of Attorney in favour of DEVELOPERS **M/s. BHUMIKA BUILDERS, Represented by its Partners: Sri. Suresh. B. and Smt. Kavitha Suresh. D. S.** authorizing and empowering the attorney holder to deal with the 51% of their share in the Schedule 'A' Property as per the law and as per the terms conferred upon them through the GPA and the same GPA is registered as **Document No.SHR-4-00200/2014-15**, of Book-IV, stored in C.D. No.SHRD50, registered on dated: 18-12-2014, in the office of the Sub-Registrar, Jayanagar (Shanthinagar), Bangalore.

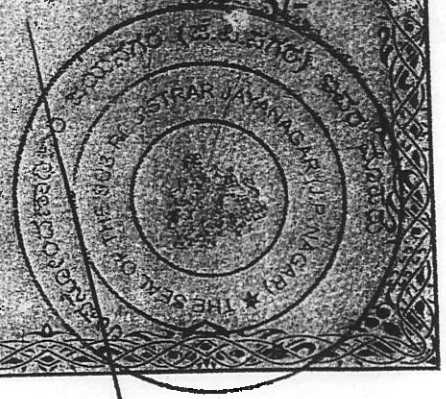
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16 PAGES OF DOCUMENT No. 8292 2016-17
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WHEREAS the VENDORS/DEVELOPERS have obtained the necessary License and got sanctioned the Building Plan from the Bruhat Bangalore Mahanagara Palike vide **L.P. No.Ad.Com/BMH/0965/2013-14, dated: 23-01-2015** for the construction of residential Apartments over the Schedule 'A' Property. Whereas, in pursuant of the above, the DEVELOPERS have constructed a residential apartment consisting of Block 'A' and Block 'B' over the Schedule 'A' Property and named the Apartment as "**BHUMIKA PRIMROSE**".

WHEREAS, then the VENDORS and DEVELOPERS have entered into a **Sharing Agreement dated: 03-07-2015** by sharing the Flats, Super Built up Areas, Car Parking space and Undivided Shares, in the Schedule 'A' Property.

WHEREAS, as per the Joint Development Agreement and Sharing Agreement entered between the VENDORS and DEVELOPERS, **380.47 Square Feet of Undivided Share, Right, Title, Interest and Ownership** in the land of the Schedule 'A' Property, which is morefully described in the Schedule 'B' hereunder and hereinafter called as "**SCHEDULE 'B' PROPERTY**". Along with residential apartment bearing **Flat No.207, 3BHK, on the FIRST FLOOR, of Block 'B', with a Super Built up Area of 1560.0 Square Feet and with One Car Parking space in the Basement/Stilt Floor, including proportionate share in common areas such as lobbies, passages, lift, staircase, terrace and other privileges contained with the Apartment known as "BHUMIKA PRIMROSE"** in the Schedule 'A' Property, which is morefully described in the Schedule 'C' mentioned hereunder and hereinafter called as "**SCHEDULE 'C' PROPERTY**", are fallen to the share of the DEVELOPERS.

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17 PAGES OF DOCUMENT No. 8277 2016-17
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WHEREAS, the VENDORS/DEVELOPERS are in need of funds for their legal necessities, desires to sell away the " **SCHEDULE 'B' and 'C' PROPERTY** ", which belongs to the share of the **DEVELOPERS**, for a valuable Sale Consideration of **Rs.62,50,000/- (Rupees Sixty Two Lakhs Fifty Thousand Only)**, which is free from all Kinds of encumbrances.

WHEREAS, the PURCHASER is in need of " **SCHEDULE 'B' & 'C' PROPERTY** ", has verified all the title deeds of the " Schedule 'A' Property " and satisfied with the title deeds of the Schedule 'A' Property and then accepted the offer of the VENDORS/DEVELOPERS and agreed to purchase the Schedule 'B' & 'C' Property for a total Sale Consideration of **Rs.62,50,000/- (Rupees Sixty Two Lakhs Fifty Thousand Only)**.

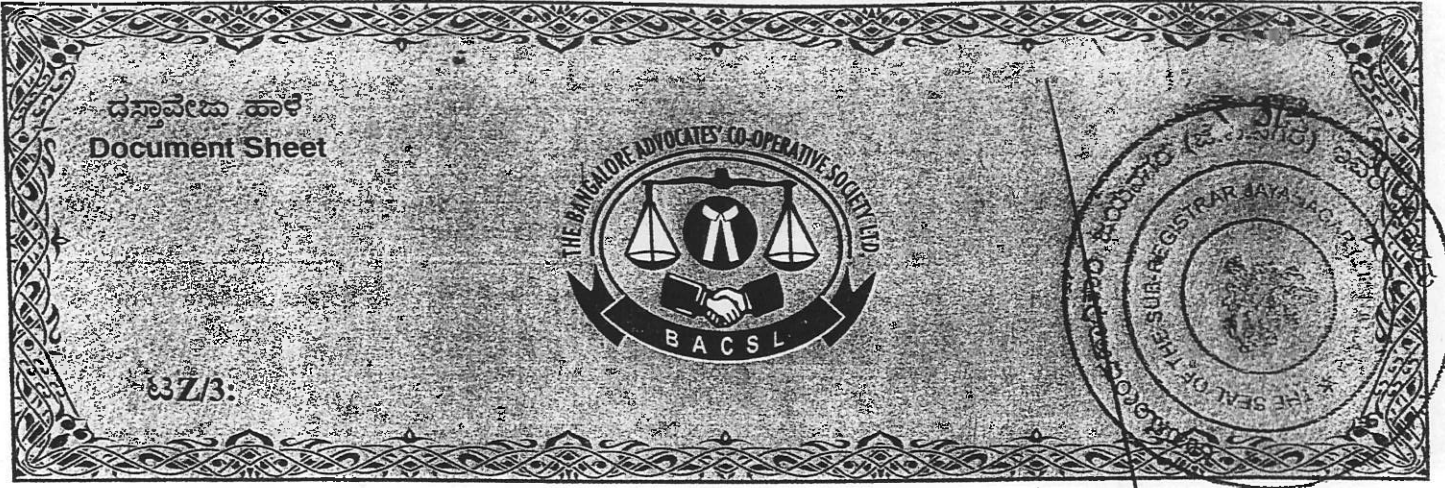
NOW THIS DEED OF ABSOLUTE SALE WITNESSETH: -

That in pursuance of the above, the said Sale Consideration of **Rs.62,50,000/- (Rupees Sixty Two Lakhs Fifty Thousand Only)** being the full Sale Consideration of the Schedule 'B' and 'C' Property is paid by the PURCHASER to the VENDORS/DEVELOPERS in the following manner: -

- a. **Rs.5,00,000/- (Rupees Five Lakhs Only)** is paid by the PURCHASER by way of **Cheque bearing No.316790, dated: 21-11-2016, drawn on Andhra Bank, Bannerghatta Road Branch, Bangalore**, in favour of the DEVELOPERS and paid to the DEVELOPERS before the witnesses.

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24 PAGES OF DOCUMENT No. 8277 2016-17
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2. The PURCHASER shall keep the common area, open space, parking areas, passages, lift, staircases, lobbies, etc., in the apartment building free from obstructions or encroachments and in a clean and orderly manner.
3. The PURCHASER shall reciprocate and recognize the rights, of the other apartment owners in the apartment building.
4. The PURCHASER shall duly and punctually pay the proportionate share of Municipal taxes, rates and cesses, Insurance charges, cost of Maintenance and Management of the apartment Building, Charges for services like water, sanitation, electricity etc., cost of maintenance of common areas, internal pathways, roads, compounds walls, salaries of the employees of the Association/Organization and other expenses in respect of the buildings as may be determined by mutual consent of all the owners of the apartments.
5. The PURCHASER shall keep the walls, drains, pipes and other fittings in the Schedule 'B' and 'C' Property in good and habitable conditions, so as to support and protect the other parts of the apartment building, carryout all works of repairs/maintenance as may be required for the well maintenance of the building.

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25 PAGES OF DOCUMENT No. 8277
:: 21 ::

2016-17

6. The PURCHASER shall become and remain a member/s of the society, association or co-operative society or condominium (hereinafter referred to as the Organization) to be formed by and consisting of all the apartment owners in the building for the purpose of attending to matters of common interest, including repairs, maintenance, white washing, painting etc., in respect of the apartment building and to maintain the roads, compound walls and all other common areas and maintenance of the pumps. For this purpose, the PURCHASER will execute or authorize the BUILDERS/DEVELOPERS or one of the office bearers of the organization to execute the Deed of Declaration to be submitted under Karnataka Apartment Ownership Act 1972 the Memorandum/Articles of Association of Bye laws. The PURCHASER will observe and perform the terms and conditions, bye-laws and the rules and regulations prescribed by such organization. The VENDORS/DEVELOPERS have agreed to deliver the Original title deeds of the Schedule 'A' Property to the organization after sale of all the apartments.
7. The PURCHASER shall not make any additions/alterations to the Schedule 'B' and 'C' Property nor make any additions or alterations to the Building nor shall change the outside color scheme, elevation or facade of the Apartment otherwise than in a manner to be agreed by mutual consent of the other owners of the remaining apartments.

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B. & S. Luntz

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29 PAGES OF DOCUMENT No. 8277 2016-17

In witnesses whereof the VENDORS/DEVELOPERS and PURCHASER have affixed their Signatures to this Deed of Absolute Sale on the day, month and year first above written.

WITNESSES:

1.

K.B. Hestmy
48/1, 2nd floor
Hosahalli Vijayachandra
9972868186

**M/s. BHUMIKA BUILDERS,
Represented by its Partners:**

1.

(SURESH. B.)

2.

(KAVITHA SURESH D. S.)

GPA Holder for the " VENDORS "

Mr. FAZAL AHMED, Mr. IYAZ MAHAMOOD,
Mr. FIYAZ MAHAMOOD and Mr. VIQUAS
MAHAMOOD and also as a " DEVELOPERS "

2.

M. Venkatesh

MN

(JAYENDRA. M.)

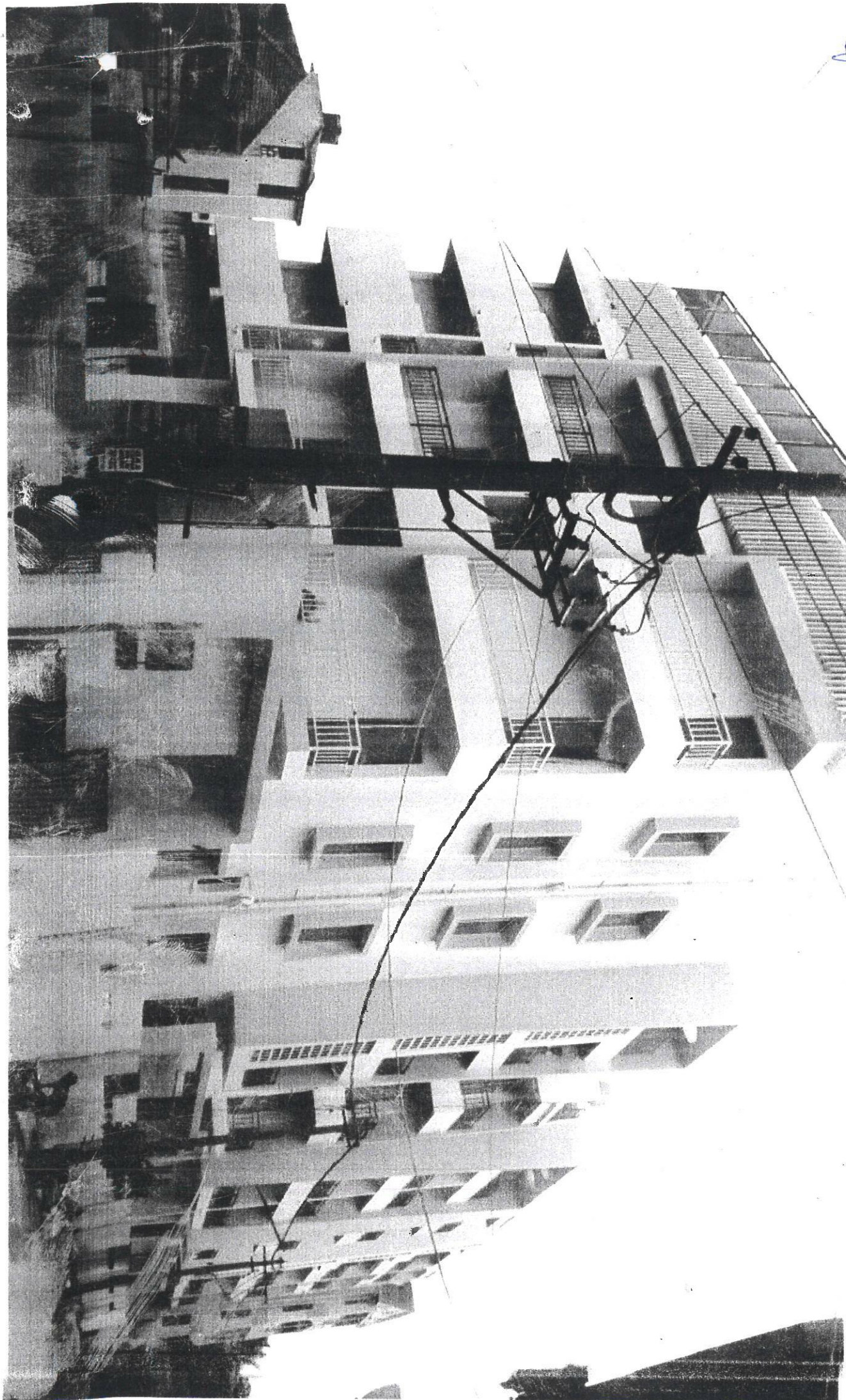
" PURCHASER "

H.No. 365,
R.s. Raju building
Kothurwinne
Bangalore - 78

Drafted by Me:-

(P. SHIVA SWAMY)

Govt. Licenced Document Writer,
DWL No. 17/09-10,
BENGALURU DISTRICT.



ORDERS ON PROJECT BHUMIKA PRIMROSE

PR/KN/180118/002650

In pursuance of Section 3 of Real Estate(Regulation and Development) Act, 2016 the developer has filed the application for registration of the project **BHUMIKA PRIMROSE** ON 18/01/2018 which was given provisional registration Number as **PR/KN/180118/002650** which is now before me for consideration.

On Verification of official Web Portal of RERA #1/14, 2ND floor, Silver Jubli Block, Unity Building, CSI Compound, 3rd Cross, Mission Road, Bangalore it was noticed that the developer has not registered his project **BHUMIKA PRIMROSE**, though it was an ongoing project as on the date of commencement of the Act. However the developer has applied the present on-going project for registration in the official web portal on 18/01/2018.

Thereafter this office has noticed that the developer is liable to pay the penalty since the developer has filed the application after due date i.e. 31/07/2017 even though this project was an on-going project as on the date of commencement of this Act and notification of Rules under it.

Therefore a notice was issued to the developer to appear before this authority in person on 11/05/2018 and to give explanation as to why the penalty shall not be imposed as per Section 59(1) of the Act. When the case was called on 03/5/2018 none were present and hence adjourned to 11/05/2018. One Mr. Nikil representing the Promoter was present and submitted Power of Attorney to appear before authority when the case was called on 11/05/2018. The case was adjourned to 19/5/2018 on that day the same Nikil appeared and submitted his case. Hence the ~~case is reserved~~ case is reserved for orders.

On perusal of the particulars furnished by the developer it is clear that he is developing his project Residential apartment entitled **BHUMIKA PRIMROSE** on

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the total area of land measuring 1074 sq.mt., with the total cost of construction is for Rs. 8,31,22,400/- which is located at No. 2986/2065/2142/96,97,98,99 kotahnur, uttarahalli hobli, Bengaluru Urban. According to the developer as on the date of his application his project was completed.

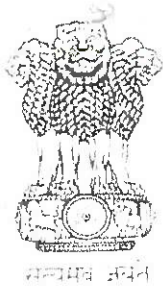
As per Section 3 of the Act every project shall be registered under RERA. In case of non-compliance of section 3 of the Act, the developer is punishable under section 59(1) of the Act by imposing penalty which may extend up to 10% of the estimated cost of the real estate project of any developer. Further in case of continue to violate the provisions of section 3 of the Act the developer may be punishable with imprisonment as per section 59(2) of the Act, for a term which may extend up to 3 years or with fine which may extend up to a further 10% of cost of your real estate project or with both.

Therefore I hold that the developer has to pay the penalty amount as he has not complied with Section 3 of the Act and there is delay of 5 months in applying for registration from the date as provided by the Act and as such I direct the developer to pay 1% of the estimated cost of the project being Rs. 8,31,224/- as PENALTY on his application within 7 days from the date of communication of this order. If not, the application filed by him for registration of his project **BHUMIKA PRIMROSE** which is provisionally numbered as **PR/KN/180118/002650** is liable to be rejected automatically from the date of expiry of 7 days as said above. Thereafter action under Section 59(2) of the Act will also be initiated.

Interim Real Estate Regulatory Authority

19/05/2018

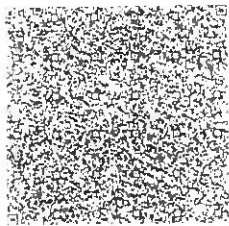
"ಸೇವೆ 30"
Hanthalaki
ಸರ್ಕಾರಿ ಅಧಿಕಾರಿ ಕಛೇರಿ
ಬೆಂಗಳೂರು ನಗರ, ಕರ್ನಾಟಕ
02/05/2018



INDIA NON JUDICIAL Government of Karnataka

e-Stamp

Certificate No.	IN-KA3114234223451M
Certificate Issued Date	10-Sep-2014 11:16 AM
Serial Reference	SHCIL (FD) ka-shcil JAYANAGAR KA-BA
Vendor Doc. Reference	SUBIN-KAKA-SHCIL15520633389329M
Purchased by	BHUMIKA BUILDERS
Description of Document	Article 40(A) Partnership (without immovable property)
Description	PARTNERSHIP DEED
Consideration Price (Rs.)	0 (Zero)
First Party	BHUMIKA BUILDERS
Second Party	NA
Stamp Duty Paid By	BHUMIKA BUILDERS
Stamp Duty Amount (Rs.)	2,000 (Two Thousand only)



Stock Holding Corporation of India Ltd.

Please write or type below this line.

PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP executed on this 1st September, 2014 at Bangalore, by and between

1 **SRI.B.SURESH, S/o.G.BYRAPPA**, aged about 37 years residing at No. 455, 9th cross, Jayanagar 1st Block Bangalore – 560 011, (hereinafter referred to as the FIRST PARTNER).

2 **SRI.D.S.KAVITHA SURESH, D/o H.D.SRINIVAS**, aged about 35 years residing at No. 455, 9th cross, Jayanagar 1st Block Bangalore – 560 011, (hereinafter referred to as the SECOND PARTNER).

Contd. 2

[Handwritten signatures]

The Parties above are being carrying out Partnership business in the name of Bhumika builders vide its Partnership deed dated 21.07.2010. Now the parties are desirous to register the said firm for legal and Regulatory purposes. Hence this deed.

Now the parties therefore hereby execute this deed of partnership out of their own free will on the terms and conditions noted here under:

1. THAT the partnership business shall be carried on under the name and style of M/S BHUMIKA BUILDERS

2. The principal place of business shall be carried on at No. 455, 1st Floor, 9th cross, Jayanagar 1st Block Bangalore - 560 011 or at any other place or places to be mutually agreed upon by the partners to this deed.

3. THAT the business of the Firm is that of dealing in Builders and Developers. The firm may carry on any other business or businesses with mutual consent of the parties of this deed.

4. The main business to be carried on by the firm partnership on its formation are:

- a. Construction and sale of Land & Building, Residential flat, Commercial properties etc.
- b. Activities in relation to Land development, formation of layout, Joint development towards construction of residential flats and Commercial Properties
- c. Interior designing and architects
- d. Any other activities in relation to the above main business

5. THAT the partnership shall come in to effect from 01.09.2014

6. THAT the partners may contribute capital in the business according to their convenience irrespective of the shares held by them and the parties shall be entitled to charge interest @ 12% per annum on their capital contribution and on their share of Profit not withdrawn and allowed to be retained and utilised by the firm for the purpose of its business. Interest shall not be paid or paid at such lower rate as may be agreed between the Partners in the case of loss or in case the profits available are not sufficient. Any loans brought in by the partners will also carry an interest at the rate of 12% per annum.

7. THAT the Bank account/accounts of the partnership firm shall be operated by the First & Second Partners Jointly or Severally

8. THAT regular book of accounts of the partnership business shall be maintained at the principal place of business and all the partners or their nominees shall be entitled to examine and take notes there from at all convenient business hours. The accounts of the firm shall be closed at the end of March every year.

9. THAT all the Partners are working Partners and looking after the day to day business of the firm and are entitled for a remuneration of Rs. 1,00,000/- p.m. for the services rendered by them, subject to the extent allowed under section 40 (b) of Income Tax Act, 1961, however the partners may draw less remuneration depending upon the financial position of the firm.

[Handwritten signatures and initials]

10 THAT the share of the partners in the Profits and Losses of the firm shall be as under

- (a) B SURESH
(Party of the 1st part) 50%
- (b) D S KAVITH SURESH
(Party of the 2nd part) 50%

11 THAT it is hereby declared that the partnership business shall be one AT WILL

12 THAT no partner shall borrow money for the purpose of the firm without the written consent of the other partner and if any partner does so the firm or other partner is not liable for such debts

13 THAT the Partnership business shall not be responsible for any personal debts or obligations of any of the Partners

14 THAT no partner shall without the consent of the other release compound any debt to the firm or diminish security of the firm without receiving the full amount thereof or otherwise give credit on behalf of the firm or make himself liable as bail or surety for any person or make an assignment either absolute or by way of mortgage or declaration of trust of his share or interest in the firm or to do or knowingly permit to do anything whereby the property of the firm may be exposed to the danger of being seized or attached or taken in execution

15 THAT the partners shall be faithful to one another and shall not do or omit to do anything which may in any way injure or impair the interest of partnership business


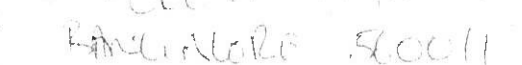
16 Death or retirement of any party to this deed shall not dissolve the firm and the continuing/surviving partners can continue the partnership business by admitting any other person or persons including legal heirs or heirs of the deceased

17 THAT in case of any dispute between the Partners the same shall be resolved with reference to arbitration

18 THAT the provisions of the Indian Partnership Act, 1932, shall apply to this agreement in so far as those provisions which have not been specifically herein mentioned

To the above effect we the above mentioned parties have agreed and in token of such agreement have affixed our signature to this agreement on the day the month and the year first mentioned above.

WITNESSES -

- 1. 
RAVINDRA A. C.
CHARTERED ACCOUNTANT
B-11, 3rd Floor
2nd class RAJAN HILL
- 2. 
RAMESHWAR S. GOULI

(FIRST PARTY)

(SECOND PARTY)



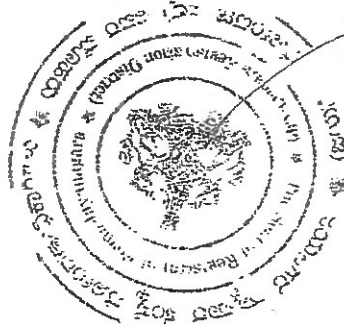
ಪ್ರಪತ್ರ ನಿ FORM C
(10(ಎ) ನಿಯಮ ನೋಡಿ) (See Rule 10(a))

ವ್ಯಾಪಾರಿ ಸಂಸ್ಥೆಯ ನೋಂದಣಿಯ ಸ್ವೀಕೃತಿ ಪತ್ರ
ACKNOWLEDGEMENT OF REGISTRATION OF FIRMS

ಕರ್ನಾಟಕ ರಾಜ್ಯದ ವ್ಯಾಪಾರ ಸಂಸ್ಥೆಯ ರಿಜಿಸ್ಟ್ರಾರವರು 1932ನೇ ಇಸವಿಯ ಭಾರತದ ವಾಣಿಜ್ಯಿಕ ಅಧಿನಿಯಮದ 58(1)ನೇ ಪ್ರಕರಣದಿಂದ ವಿಧಿಸಲ್ಪಟ್ಟ ನಿರೂಪಣೆಯು ತಮ್ಮ ಕೈ ಸೇರಿರುವುದಾಗಿ ಈ ಮೂಲಕ ತಿಳಿಸುತ್ತಾರೆ, ನಿರೂಪಣೆಯನ್ನು ಫೈಲ್ ಮಾಡಿದೆ, ವ್ಯಾಪಾರ ಸಂಸ್ಥೆಯ ಹೆಸರನ್ನು ದಾಖಲಾಗಿದೆ, ವ್ಯಾಪಾರ ಸಂಸ್ಥೆಯ ಹೆಸರಾದ

M/S. "BHUMIKA BUILDERS". Firm/JNR/674/2014-15 ನೇಯ ಕ್ರಮಾಂಕವಾಗಿ ಬಂದಿದೆ.

The Registrar of Firms, Karnataka, hereby acknowledges the receipt of the statement prescribed by Section 58(1) of the Indian Partnership Act, 1932. The statement has been filed and the name of the Business Firm M/S. "BHUMIKA BUILDERS". NO. 455, 1ST FLOOR, 9TH CROSS, JAYANAGAR 1ST BLOCK, BANGALORE-560011. has been entered in the Register of firms as No. Firm/JNR/674/2014-15.



15/9/14
ದಾಖಲೆ ಸಂಸ್ಥೆಯ ರಿಜಿಸ್ಟ್ರಾರ
ಶ್ರೀ ಬಿ. ನೋಂದಣಿಕಾರಿಗಳು
Registrar of Firms
ವ್ಯಾಪಾರ ಸಂಸ್ಥೆಗಳು
ಹಯನಗರ ನೋಂದಣಿ ಜಿಲ್ಲೆ ಬೆಂಗಳೂರು

BANGALORE ಬೆಂಗಳೂರು ನಗರ
DATED: 15/09/2014
CD Number : JNRF3

**IN THE REAL ESTATE APPELLATE TRIBUNAL
AT BENGALURU**

APPEAL No. /2018

BETWEEN:

**M/s. BHUMIKA BUILDERS,
Represented by its Partners**

**Mr. SURESH B.
Smt. D.S. KAVITHA SURESH**

... APPELLANTS

AND:

THE INTERIM REAL ESTATE REGULARITY AUTHORITY

...RESPONDENT

INDEX

SI No	Particulars	Pages Nos
1.	I.A for Condonation of Delay	
2.	Affidavit	

Place: Bengaluru

Date: 20/8/18

ADVOCATE FOR APPELLANTS
(S. NAGARAJA)

**IN THE REAL ESTATE APPELLATE TRIBUNAL
AT BENGALURU**

APPEAL No. /2018

BETWEEN:

M/s. BHUMIKA BUILDERS,
A Partnership Firm,
Having its Office at No.455, 9th Cross,
1st Block, Jayanagar,
Bangalore – 560 011.

Represented by its Partners

1. Mr. SURESH B.

S/o. Sri. G. Byrappa
Aged about 42 years

2. Smt. D.S. KAVITHA SURESH

W/o. Sri. Suresh B.
Aged about 38 years

Both are residing at No.455, 9th Cross,
1st Block, Jayanagar,
Bangalore – 560 011.

... APPELLANTS

AND:

THE INTERIM REAL ESTATE REGULARITY AUTHORITY,
Constituted under
The Real Estate (Regulation & Development)
Act -2016, having its office at
No.1/14, Ground floor,
Silver Jubilee Block,
Unity Building,
CSI Compound,
3rd Cross, Mission Road,
Bengaluru – 560027.
Represented by its Secretary

e-mail ID:

info.rera@karnataka.gov.in
Karnataka.rera@gmail.com

... RESPONDENT.

1. PARTICULARS OF THE RESPONDENT:-

a) Name(s) of the Respondent

The Interim Real Estate
Regularity Authority,
Constituted under
The Real Estate Regulation
& Development Act -2015

Represented by its Secretary

b) Office address of the Respondent

No. 1/14, Ground Floor,
Silver Jubilee Block,
Unity Building
CSI Compound, 3rd Cross,
Mission Road,
Bengaluru-560027.

email:

info.rera@karnataka.gov.in

Karnataka.rera@gmail.com

Address for service of all Notices :

SAME AS ABOVE

**APPLICATION UNDER SECTION 5 OF THE LIMITATION ACT
R/W PROVISIO TO SUB0SECTION 4 OF THE REAL
ESTATE(REGULATION AND DEVELOPMENT) ACT 2016**

It is respectfully submits that, for the reasons stated in the accompanying affidavit the Appellants in the above Appeal prays that, this Hon'ble Tribunal may kindly be pleased to condone the delay of 21 days in filing of the above appeal, in the interest of justice and equity.

Place: Bengaluru

Date: 20/8/18


ADVOCATE FOR APPELLANTS
(S. NAGARAJA)

890

**IN THE REAL ESTATE APPELLATE TRIBUNAL
AT BENGALURU**

APPEAL No. /2018

BETWEEN:

M/s. BHUMIKA BUILDERS,

Represented by its Partners

Mr. SURESH B.

Smt. D.S. KAVITHA SURESH

... APPELLANTS

AND:

THE INTERIM REAL ESTATE REGULARITY AUTHORITY

...RESPONDENT

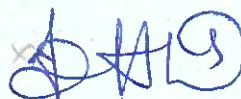
AFFIDAVIT

We, **Sri. B. SURESH**, S/o. Sri. G. Byrappa, aged about 42 years and **Smt. D.S. KAVITHA SURESH**, W/o. Sri. B. Suresh aged about 38 years, we are the Partners of the Appellants, do hereby solemnly affirm and state on oath as follows:

1. We state that, we are the Partners of the Appellants Firm in the above Appeal and being conversant with the facts of the case. I am swearing to this affidavit in support of the accompanying application.
2. We state that, the Appellants have filed above appeal, aggrieved by the Order dt.19.05.2018 passed by the Respondent in No.PR/KN/180118/002560 by holding that, the Appellants have not registered as per Section 3 of the Act within the stipulated time and thus violated the provision of Section 3 of the Act and held that the Appellants have to pay the penalty amount of Rs.8,31,224/- as it has not complied with Section 3 of the Act and there is a delay of 5 months for applying for registration from the date as provided by the Act.

For BHUMIKA BUILDERS

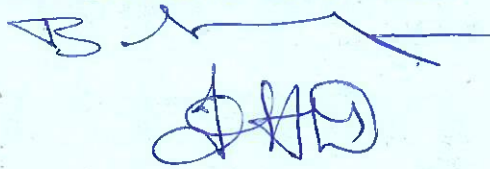




Partner

- 91
3. We state that, the Appellants started the project of Construction of Residential Apartment Building under the project name, "Bhumika Primrose" started on 18.12.2014 and project was ended on 15.07.2016. The Appellants without knowing the details of the Act and Rules, on the pressure by the Bank Manager to bring RERA Certificate, uploaded the information in the Respondent Web Portal and thereafter, the Respondent sent a notice and on the date of hearing, when the case was attended by the GPA Holder for the Appellants, the Respondent gave only one opportunity and posted the case for orders without giving an opportunity to the Respondent to file the documents in support of its case.
 4. We submit that, the Respondent passed the impugned Order dt.19.05.2018 and the Appellants came to know about the passing of the Orders on 23.05.2018. However, the above appeal should have been filed on or before 18.07.2018. There is no deliberate delay or laches on the part of the Appellants in not filing Appeal within the prescribed time limit. The un-intentional delay has accrued since I was not keeping good health and was unable to approach the advocate within time.
 5. Therefore, by abundant caution the Appellants filed the accompanying application for condonation of delay.
 6. We state that, the Appellants have a good case on merits and balance of convenience is in favour of the Appellants. The Appellants will suffer irreparable, loss and injury in the event the accompanying application is not allowed and the appeal is not heard and decided on merits. On the other hand no such loss or injury will accrue to the Respondent if the accompanying application is allowed.

For BHUMIKA BUILDERS



Partner

WHEREFORE, we prays that, this Hon'ble Tribunal may be pleased to allow the accompanying application in the interest of justice and equity.

Identified by me

Advocate

Place: Bangalore

Date: 20/8/18

No. of corrections

For BHUMIKA BUILDERS

DEPONENTS

Partner

"SWORN TO BEFORE ME"