

OLD-NO-248

LOT No. 11

10RS.



THIS AGREEMENT made on the First day of April, 1992 between KIRLOSKAR INVESTMENTS AND FINANCE LIMITED, a Public Limited Company, and having its Registered Office at II Floor, 'C' Block, Unity Buildings, J C Road, Bangalore 560 002, hereinafter called the "COMPANY" which expression shall mean and include its successors, Administrators and Assigns of the ONE PART, AND B T MUNIYAPPA CONSTRUCTIONS a Partnership concern, having its Office at 19, 4th Floor, Narang Chambers, N.R Road, Bangalore - 560 002, hereinafter called the "CONTRACTOR", which expression shall mean and include its successors, Administrators and Assigns of the OTHER PART:

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- A. WHEREAS the Company has formulated a scheme of Multi-storied building construction consisting of Basement, Ground, First, Second & Mezanine floors in vacant site No.82, Infantry Road, Bangalore - 560 001 known as 'CHANDANA APARTMENTS' and more fully described in Schedule 'A' hereunder written, consisting of self contained flats for residential premises, and basement for parking cars and for sale and disposing of the same on ownership basis (the said development and construction hereinafter called the "WORK");
- B. WHEREAS the Company has drawn drawings, Bills of Quantities, General Conditions, Specifications and other terms showing and describing the work to be done by the Contractor under the direction of M/s J S Consultants Architects & Consulting Engineers, No.356, 37th Cross, Jayanagar V Block, Bangalore - 560 041, hereinafter referred to as the 'ARCHITECTS';
- C. WHEREAS the said Drawings, Bills of Quantities, General Conditions, Specifications and other terms showing and describing the work to be done by the Contractor have been signed by and on behalf of the parties hereto;
- D. WHEREAS the Contractor has agreed give Bank Guarantees of Rs.4.00 lakhs (Rupees Four Lakhs Only) in favour of the Company in consideration for the due performance of the Contract and as security for the advance agreed to be made by the Company on the execution of this Agreement.

..2/-

For Kirloskar Investments & Finance Ltd

*(Signature)*  
Authorized Signatory

For B.T. MUNIYAPPA CONSTRUCTIONS

*(Signature)*  
PARTNER



NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. For the consideration hereinafter mentioned, the Contractor will upon and subject to the General Conditions, Specifications annexed hereto and marked as APPENDIX 'A', 'B' & 'C', carry out and complete the work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the General Conditions described in Schedule - A & B.
2. The value of the Contract payable as consideration to the Contractor for carrying out and completing the work as mentioned above shall be determined by multiplying the total Super built-up area in square feet at the rate mentioned plus towards the cost of basement as agreed.

The Super built-up areas certified by the architect after the construction shall be final and binding on the contractor and Company.

Area Calculation

The area of Generator Room, Electrical room, Pump House, Staircase and Servant Toilet in Basement will be considered for super built-up area which will be measured as built. But however, the areas are open to sky covered with fibre glass, overhead water tank, sump at Ground level etc. are excluded.

The areas to be calculated as per structural drawing (excluding external finishes).

For basement area calculation the super built-up area in basement to be deducted.


Open terrace in all floors will not be considered for super built-up.

..3/-

For Kirloskar Investments & Finance Ltd

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Authorized Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*B.M. Chh*   
PARTNER



The rate payable to the contractor as consideration shall be Rs.271/- (Rupees Two Hundred Seventy One only) per square foot of the total Super built-up area plus Rs.140/- per sft of basement car parking area by the Company.

The rate of Rs.271/- per square foot of super built-up area (approximately 50,000 sft) plus Rs.140/- sft of basement (approximately 14,000 sft) parking area shall include all works connected with civil, plumbing & Sanitary and finishing items for the basement, ground, first, second Mezanine & terrace floor, including lift machine room terrace etc.

The rate among others include the following :

1. Parking area in basement including ramps and Retaining Walls
2. Around Compound wall as per Architects drawing.
3. Gates as per Architects drawing.
4. Concrete paving or road work around the building.
5. Land scape
6. Underground sump tank as per drawing.
7. Overhead water tank as per drawing.
8. All the elevation treatment as per perspective and as per direction of Architect.
9. Dewatering in foundation
10. All plumbing and sanitary works in Basement, Ground, First, Second and Mezanine Terrace.

However, the rate does not include the cost of the lift machine, borewell and submersible pumps and any other pumps, all floorings, dadoing external heritage finish and all electrical works.

For Kirloskar Investments & Finance Ltd

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Authorised Signatories

**For B.T. MUNIYAPPA CONSTRUCTIONS**

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PARTNER

*B.M. Chudry*  
PARTNER



3. The construction of the building shall be in accordance with the approved drawings, a complete set whereof will be furnished to the Contractor on signing of this Agreement before commencement of the work.
4. The Company shall make an advance payment of Rs.4,00,000/- (Rupees Four Lakhs only) to the Contractor. The said advance will be paid in two instalments one immediately after signing the agreement and the other within Thirty days from the date of signing the contract. The said advance will be deducted in the progressive bills of the Contractor at the rate of Rs.50,000/- (Rupees Fifty Thousand only) per bill. Any balance outstanding will be adjusted in the final bill of the Contractor.
5. The Contractor shall give Bank Guarantee in consideration of the said advance of Rs.4,00,000/- (Rupees Four Lakhs only) for the due performance of the Contract. This Bank Guarantee shall cover the mobilisation advance given at the time of signing of the contract. The value of this Guarantee shall be reduced to the extent of recovery of mobilisation advance made in the running Bills.
6. The Company agrees to make progressive payment to the Contractor for work done against the certification by the Architect and in accordance with the schedule of quantities annexed. Such progressive bills shall be raised about monthly and the Architect shall certify such bills within 15 days of their submission and the Company would thereafter, make payment within 10 days. It is agreed that the value of each progressive monthly bill shall not be less than Rs.8.00 lakhs except for the 1st Bill.

The schedule of quantities annexed and the rates mentioned thereon is used only for the purpose of making progressive payment. The final bill will be drawn taking into the Super built-up area as defined in Para 3 above in Square feet and multiplied by Rs.271/- plus Rs.140/- per Sft of Car Parking area as agreed.

For Kirloskar Investments & Finance Ltd

*Chalvi*  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

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PARTNER



7. The Company agrees to give adhoc advance upto 80% of the value of the following materials, to be deducted in the running bills:
- Sanitary items
  - Ceramic Tiles and
  - Door shutters.
8. It is hereby agreed that out of every progressive bill, an amount of Rs.50000/- (Rupees Fifty Thousand Only) will be deducted towards mobilization advance and 5% of the value of the progressive bill will be held back by the Company as the Retention money and E M D to be adjusted in Retention Money. In the event of any urgency, an ad-hoc payment of 80% of the bill value will be released by the Company and such payment shall be subject to final certification of the Architect.
9. The Company agrees to pay interest at the rate of 16% per annum on delayed payments.
10. It is agreed that 50% of the Retention money referred to in Clause 8 above shall be released on completion certificate by Architect and the balance 50% will be released after the Defects Liability period of one year.
11. When in the opinion of the Architect the Works are practically completed, he shall forthwith issue a certificate to that effect and Virtual Completion of the Works shall be deemed for all the purpose of this Contract to have taken place on the day mentioned in such certificate. Any defects, or other faults which shall appear within a peirod of one year (Defects Liability Period) and which are due to materials and workmanship not in accordance with this contract shall be specified by the Architect in a Schedule/certificate of defects which he shall forward to the Contractor not later than six months after the expiration of the said Defects Liability period and within a reasonable time after receipt of such schedule or certificate the defects and other faults therein specified shall be made good by the Contractor and

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For Kirloskar Investments & Finance Ltd.

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Authorized Signatory

For B.T. MUNIYAPPA CONSTRUCTIONS

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(unless the Architect shall otherwise instruct in which case the Contract Sum shall be adjusted accordingly) entirely at his own cost.

12. It is hereby agreed that the Architect will be allowed a period of 30 days after completion for taking final measurements to make the final payment.
13. It is hereby agreed that the Defects Liability Period shall be 12 months.
14. The Company and the Contractor agree that the date of commencement of work shall be reckoned as 1st April 1992.
15. The Company shall levy liquidated damages at the rate of Rs.3000/- (Rupees Three Thousand Only) per day for any delay or suspension of work by the Contractor upto a maximum period of 20 days and thereafter the Company shall be entitled to terminate the Contract without further notice.
16. It is hereby agreed that the Contract Document shall consist of the Agreement, the General conditions, and specifications set out in Appendices A to E, Bill of Quantities, specifications and Drawings prepared by the Architect from time to time.
17. The Contractor hereby agrees that all matters under this Contract relating to the functions and duties and opinion of Architect including matters relating to the interpretations of the designs, specifications and drawings and nature of the contract work, shall not be deemed to be a dispute relating to the Agreement and therefore shall not be a matter of any legal proceedings and the decision of the Architect in such matters shall be final and binding on the Contractor.
18. The Company hereby reserves its right of altering the drawings and the nature of work by adding or omitting any items of work or of having the portions of the same carried out otherwise without prejudice to the Contract.

..7/-

For Kirloskar Investments & Finance Ltd

*[Signature]*  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*[Signature]*  
PARTNER

*[Signature]*  
PARTNER



19. The term "the Architect" in the said conditions shall mean the said M/s. J S Consultants, No.356, 37th Cross, Jayanagar V Block, Bangalore - 560 041 or in the event of his death or ceasing to be the Architect for the purpose of this Contract, such other person as the Company shall nominate for that purpose, not being a person to whom the contractor shall object for reasons considered to be sufficient by an arbitrator appointed in accordance with the said conditions. Provided always that no person subsequently appointed to be the Architect under this Contract shall be entitled to disregard or overrule any certificate or opinion or decision or approval or instruction given or expressed by the Architect for the time being.
20. The Contractor shall take the insurance policy known as "Contractors All Risk Policy" covering the workmen, building and materials at the site. If the contractor fail to produce the insurance policy the Company shall cover the same and the premium paid by the Company shall be recovered from the bills of the contractor. Any liability arising in respect of the workmen compensation, Employees State Insurance, Provident Fund etc., and the employes working under the contractor shall be entirely to the account of the contractor.
21. The said general conditions and specifications contained in Appendices A to E, shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the conditions and perform the agreement on their parts respectively in such conditions contained.

22. PENALTY CLAUSE:

1. If the Contractor fails to complete the works by the date specified in the conditions of contract/ appendix or within any extended time fixed and the Architect certifies in writing that in his opinion the same ought reasonably to have been completed, the contractor shall pay or allow the owner to levy a penalty at the rate of half percent (of the cost of project) per week of delay subject to a maximum of 4% beyond which the

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For Kirloskar Investments & Finance Ltd

*Chalvi*  
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For B.T. MUNIYAPPA CONSTRUCTIONS

*B.M. Chalvi*  
PARTNER



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contract stands automatically terminated and on such termination of the contract contractor shall be levied an additional penalty of 2% of the cost of project.



BONUS CLAUSE:

2. If the Contractor completes the works earlier to the date specified in the conditions of contract/ appendix and the architect certifies in writing that in his opinion the work has been completed in all respects, the owner shall pay to the contractor a bonus as decided by the Managing Director, Kirloskar Investments And Finance Limited, along with a letter of appreciation.

For Kirloskar Investments & Finance Ltd

  
Authorized Signatory

For B.T. MUNIYAPPA CONSTRUCTIONS

B.m.  +   
..9/-  
PARTNER

PARTNER



IN WITNESS WHEREOF, the parties hereto have signed this agreement and the schedules and annexures hereto on the First day of April, 1992 at Bangalore.

Signed by the said Company  
in the presence of

*Chid*

-----  
KIRLOSKAR INVESTMENTS AND FINANCE LIMITED

Witness

Name:  
Address:

Signed by the said contractor  
in the presence of

**For B.T. MUNIYAPPA CONSTRUCTIONS**

*B.M. Chid*

**PARTNER**

Witness

Name  
Address:

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ARCHITECT

..10/-

*B.M. Chid*

**PARTNER**



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SCHEDULE 'A'

Vacant Site No.82, (New) 27 (Old), Infantry Road, situated at Bangalore - 560 001 measuring 35540 sqft, bound by:

- East : Premises owned by 1. Haji Mohamed Hussain Sait  
2. Cutchi Menon Building  
3. Setty
- West : Premises No.81 owned by Hajee Rasheed and a Private Building
- South : Copper Arch, Commercial Complex premises, No.83/1. Approach from Infantry Road
- North : Premises Bungalow No.6, 7, 8 and 9.

Measuring

- East : 186'-0" North-South
- West : Offset measuring 69'-0", 48'-9", 7'-0":17'-0" and 113'-0" North-South.
- North : 210'-0" East-West
- South : 82'-6" East-West

and also a long passage starting with width 16'-6" from Infantry Road towards North is of 205ft long and ending with 23'-6".

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For Kirloskar Investments & Finance Ltd

  
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SCHEDULE 'B'

- \* RCC framed structure with hollow cement block walls. External plaster with only base coat and rough coat plaster as per architects direction.
- \* Teak wood door frames with panelled or flush door shutters or half panelled & glazed with polishing/enamel painting for frames and shutters as per Architects design including necessary fittings like oxidised M.S hinger and aluminium fixtures and Godrej lock.
- \* Teak wood window and ventilators frames with M.S grills and fully glazed T.W shutters with Aluminium fixtures with polishing or enamel paintings.
- \* Polished black granite kitchen platform with stainless steel sink and drain board with necessary racks etc.
- \* Internal plaster with neeru finish and plastic emulsion paint and outside with sand finished with Cement paint.
- \* Internal & external stair case railing as per Architect drawing.
- \* Sloped roof with water proofing & covered with Mangalore Decorative tiles.
- \* Sanitary ducts to be covered with R.C.C Jali/M S frame with fixed glass as per Architect design.
- \* All elevation treatment as per drawing and as directed by Architect.
- \* Concealed plumbing lines in all toilets with white fixtures, counter top wash basin with C.P fittings excluding marble top.
- \* Sanitary connection to USD with PVC/CI pipes excluding supporting structures if any.

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For Kirloskar Investments & Finance Ltd

  
Authorized Signatory

For B.T. MUNIYAPPA CONSTRUCTIONS

  
B.M. Chidambaram

Authorized Signatory



B.M. Chidambaram

PARTNER



APPENDIX 'A'

GENERAL CONDITIONS


1. The time required for the completion of the work will be 18 calendar months from 1st of April, 1992. The progress of work must be satisfactory in relation to the time specified for completion of the work. If the progress is not found to be satisfactory in the opinion of the Architects, the contract may be terminated without any compensation for any liability incurred by the Contractor for the purchase of material etc. Time is the essence of the entire contract.. In case of failure on the part of the contractor to comply with any of the instructions given in the notice, the Architects shall be at liberty to get the work, part or whole, done at the risk and cost of the contractor and deduct necessary amount from bills or other dues.
2. Any expense in addition to the amounts specified, in the Contract or bills of quantities and rates which may be incurred by the Company in the performance of works required, owing to the neglect or omission on the part of the contractor or their workmen in any of the cases mentioned in the contract the same shall be deducted from any sums due or which may thereafter become due to the contractor by the Company or they may be called upon to pay the amount of such extra expenses to such person or persons as the Architects may appoint to receive the same, and in the event of the contractor failing to make such payment the said amount shall be recoverable from time in such manner as the Architects may determine.
3. The Contractor shall give to the Municipal, Police and other authorities all notices etc., that may be required by law and obtain all requisite licences for temporary obstructions, enclosures, water pipes etc. and pay all proper legal fees and charges to such Municipal and other authorities and also to neighbouring proprietors where necessary. No compensation shall be paid to the contractor for the same. The contractor shall make good any damage to adjoining premises whether public or private

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For Kirloskar Investments & Finance Ltd

*Chalvi*  
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*B.M. Chidya*   
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*B.M. Chidya*   
PARTNER




and keep the lights etc. if required at night. They shall also construct proper enclosures and fences for the protection and convenience of the work people and the public during the progress of the work and perfectly restore the adjoining grounds, pavements etc. on completion of the work.

4. The Contractor shall be solely responsible for the arrangement of his work. In the event of any accident or injury to his workmen the Company shall not be liable to pay compensation or damage of any kind whatsoever under the workmen's Compensation Act. The Employees' State Insurance Act, the Indian Fatal Accident Act or any other legislation in force for the time being or at common law or for any other reasons whatsoever nor will the Company be liable to any third party for any act, or negligence of the contractor or their employees and in the event of the Company having to pay any compensation or damages as aforesaid the amount thereof shall be deducted from any payments due to them before the final settlement of their bill.

5. A Complete set of plans of the proposed building will be handed over to the contractor. The contractor should read, study and examine the contract, drawings and specifications before they start work. The general drawings constitute plans, elevations and sections and details serve to show the proper relationship borne by structural members to each other. When unusual circumstances require some explanation of plans, some variations from the specified procedure due to some ambiguity in plans, the contractor should take immediate action for the decision from the Architects before doing any work. The specifications and drawings are to be considered as explanatory to each other, and should anything appear in the one that is not described in the other, no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies however appear or should any mis-understanding arise as to the meaning and import of the specification or drawing or as to the dimensions or the quality of the materials or the due and proper execution of the works or as to the measurements

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For Kirloskar Investments & Finance Ltd

  
Authorized Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

  
B.M. Chidambaram

PARTNER

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B.M. Chidambaram

PARTNER



or quality and valuation of the works executed under this contract or as extras thereupon, the same shall be explained by the Architects and their explanation shall be final and binding upon the contractor and the Company and the contractor shall execute the work according to such explanations and without extra charges or deduction to or from the price specified in the Schedule of rates and shall also do all such works and things as are not specifically shown and described therein.

6. The Architects shall have full liberty from time to time at all times to inspect, examine, and test the materials and workmanship and shall and may at any and every such time reject any or all of the materials or workmanship which may seem to them defective or unfit or improper for several purposes to which they are applied or intended to be applied or are not in accordance with description mentioned in or intended by the specification or the drawings, instructions or directions given to the contractor.
7. Should the Architects for their more perfect satisfaction, require the contractor, at any period during the continuance of this contract to make any opening or cutting in any part which may have been filled, buried or covered over, the contractor shall comply with every such requisition to such extent as the Architects may direct, and they shall reinstate the said work and make good again to the satisfaction of the Architects.
8. An order book with numbered pages shall be maintained on the work and the contractor or their authorised representative shall sign the orders given by the Architects and shall carry them out promptly.
9. The contractor shall have to clear the site of work at his cost before the work is commenced and after its completion and as directed by the Architects.
10. The contractor shall at their own expense make all necessary provision for housing, water supply and sanitary arrangements for their employees and shall pay direct to the authorities concerned all rates, taxes and

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For Kirloskar Investments & Finance Ltd

*Chelvi*  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*B.M. Chelvi*  
PARTNER

Authorised Signatories

*B.M. Chelvi*  
PARTNER




other charges thereof. The water used for the execution of the work shall be subject to all requirements of the Health Department of the Municipality particularly in regard to Anti-Malaria Measure.

11. The contractor shall have an office near the works at which notices from the Architects may be served and shall be between the hours of sunrise and sun-set on all working days, have a clerk or some other authorised persons always present at such office, upon whom such notices may be served and service of any notice left with such clerk or other authorised person or at such office shall be deemed good for being served upon the contractor.
12. The contractor shall at their own cost make all necessary provisions for the health and safety of their work people. They shall when required by the Architects provide proper latrines and urinals to the satisfaction of the Health Officer in such manner and in such locality as that officer may require and shall take all steps necessary to complete their workers to resort to the use of such latrines and urinals and shall dismiss from their employ and remove from the works any one detected creating nuisance in any other place than the convenience allotted for such purpose.
13. The contractor shall not commence any work without a written order or without proper direction from the Architects and shall suspend the execution of any work when ordered to do so by the Architects and shall fill up, make good, and leave clear a the ground occupied, disturbed by the same if ordered to do so by the Architects and no claim whatsoever for expenses which may be offassioned by, or in connection with any such suspension of work shall be allowed to the contractor.
14. The contractor shall place and keep competent foremen or overseet and surveyors on each division of the work to give the necessary directions to the workmen and to see that they execute their work in a sound and proper manner and the contractor shall employ only such foremen, overseers, surveyors, clerks workmen and labourers in or about the execution of any of the work under this contract

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For Kirloskar Investments & Finance Ltd

  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

  
PARTNER

Authorised Signatory

  
PARTNER



as are careful and skilled in their various trades and calling. The contractor shall at once dismiss and remove from the works any agent, foremen, overseers, clerks, workmen or labour who may be objected to by the Architects and the contractor if and whenever required by the Architects shall supply him with a correct return showing the names of all these at that time employed by the Contractor.

15. For setting out and measuring, the contractor shall provide at their own cost all pegs, ranging rods, long measuring rods, marked to quarters of foot and each foot numbered, post and sight rails, boning rods, moulds, templates, coir string and twine ladders and all other materials, appliances and things together with any reasonable number of workmen that may be required in addition to the ordinary attendants of any Inspector or Surveyor. The contractor or their foremen or other representative with a competent surveyor or surveyors shall be in attendance at the time of setting out or measuring land shall satisfy themselves that all lines and levels are correct and in accordance as they may have received from the Architects and that all measurements are correctly taken. The contractor even though they or their foremen or other representative may have neglected to be in attendance at the time of setting out or measuring shall be held responsible for the correctness of all lines and levels for the maintenance of all pegs, posts and sight rails, in their true positions as fixed at the time of setting out and for the correctness of all work executed and shall be bound to accept the measurements taken by the Architects unless they (contractors) prove them to be materially incorrect.

16. The contractor shall provide suitable stones with flat tops and built the same in rubble and concrete masonry for temporary bench marks as directed by the Architects. All the pegs of setting out the work and fixing the necessary levels required for the execution thereof shall if desired by the Architects likewise be built in masonry at such places and in such manner as the Architects of the work may determine.

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For Kirloskar Investments & Finance Ltd

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Authorized Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

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PARTNER

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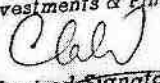
*B.M. Chh*  
PARTNER



17. The contractor shall make their own arrangements at their own cost for the supply of water required by them for execution and completion of the work and necessary connections etc., from the borewell and pump provided by the Company at site concerned.
18. Care should be taken to interfere as little as possible with the traffic and the workman shall be instructed to facilitate its passage, by helping carts and carriages over the portion rendered partially impossible by their operation. No heaps of loose materials, hand rollers etc., shall in any case be left at night on the public thoroughfare.
19. The contractor shall take all necessary precautions for the safety of passengers and shall place barriers across each end of the length of road which is being worked upon. Watchmen should be employed and bright red lights placed and maintained at the contractor's cost at such places as the Architects may direct.
20. The work may only be allowed to be done in two shifts of 8 hours each with previous approval from the Architects provided he is satisfied that adequate arrangement for proper supervision, lighting and proper execution of work are made by the contractor within the Rules of the Labour Legislation and Rules and bye-laws of the Local authorities.
21. It should be clearly understood that the various sub-works in the scheme shall be simultaneously working in and around and this organisation does not hold itself responsible for any interference by their operations and neither delay in execution of the works would be accepted on that account nor any claim for any compensation can be accepted for any damages or loss caused due to this interference and any other action of the contractor.
22. It must be distinctly understood that the conditions of the contract and specifications are intended to be rigidly enforced and no relaxation on the ground of 'Custom Prevailing' will be allowed. Extra charges or claims in respect of extra work will not be allowed, unless the work

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For Kirloskar Investments &amp; Finance Ltd

  
 Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

  
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Authorised Signatory


  
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to which they relate are clearly without the spirit and meaning of the specifications or unless such works are ordered in writing by the Architects and claimed for in specified manner before the work is taken in hand.


23. The contractor has to submit the barbending schedule before starting the reinforcement work and get the approval from the Architect. However, the architect shall supply all necessary structural details two weeks before concreting.
24. The contractor has to submit the bar chart before starting the work indicating the time schedule for the work.

CONTRACTOR

  
KIRLOSKAR INVESTMENTS AND FINANCE LTD

ARCHITECT

For Kirloskar Investments & Finance Ltd

  
Authorised Signatory

For B.T. MUNIYAPPA CONSTRUCTIONS

  
PARTNER

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Authorised Signatory

  
PARTNER



APPENDIX 'B'

MATERIALS:

All the materials to be used in the work shall be approved Indian origin and manufacture and shall be upto the specifications. Other origins to be approved by the Architects.

PROTECTION OF MATERIALS:

Efficient protection and storage of all materials shall be provided by the contractor as approved by the Architects.

ANTIQUITIES ETC.

Antiquities, coins, minerals contents etc., existing on the site or found in excavation shall be at once handed over to the Company and Architects informed immediately.

REMOVAL OF WATER ETC.

All water which may accumulate on the building site and trenches during the progress of works from whatever cause shall be bailed or pumped out and discharged by the Contractor as directed by the Architects.

PROVIDE:

For protecting as necessary all parts of the works liable to injury until completion of the contract method and materials of protection to be approved by the Architects.

ON COMPLETION:

And before handing over the building to the Company the floors, glasses, gutters and premises in general shall be cleaned thoroughly and left for occupation.

WATER:

Shall be from Municipal main or sweet tank or borewell water. Storage accommodation for the water shall be of sufficient size as directed by the Architects. The works on site and the cost shall be apportioned by the Architects. Disinfectants shall be used by the Contractor to keep the site healthy.

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For Kirloskar Investments & Finance Ltd

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Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*B.M. Chidya*  
PARTNER

Authorised Signatories

*B.M. Chidya*  
PARTNER



METAL:

Metal for concrete shall not be larger than One and a Half inches gauge not smaller than quarter inch and free from all dust or earthy substance, and should be approved by the Architects. Flat stone chipping shall be rejected.

NEERU:

Neeru shall be made of the best description of hydraulic lime slaked with sweet water and sifted. The lime shall be reduced to fine power by grinding in a mortar mill with 160 turns. The neeru shall be kept moist until used and not more than as can be consumed in 15 days shall be prepared at a time.

SAND:

The sand shall be coarse clean sharp well screened and free from earth dust shells salt or other impurities. Sand shall be washed and cleaned with sweet water in brick cristerm so as to make it free from salt mud if these be found in sand, to be approved by Architects.

CEMENT:

Cement shall be portland cement complying with B.S.S. coloured cement, water-proof cements and water-proofing materials shall be as approved by the Architects.

STONES:

Stones for rubble masonry shall be the best of its kind, sharp and angular and free from flakes, or as may be approved by the Architects. No earthy or discoloured whithered or water worn stones shall be used. No stone shall be less than three fourth cubic foot. All stone for cut stone work shall be the best of its kind, sound durable, free from flaws, cracks, veins, crystals, minerals, salts, cavities, or other defects and of uniform texture. All stones shall be laid on their natural beds and properly bounded in the work with full mortar in sides and bed.

SHUTTERING WORK:

All columns and Beams should be cast with ply wood shuttering only and for slab M.S. plates should be used.

..21/-

For Kirloskar Investments & Finance Ltd.

*[Signature]*  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*[Signature]*  
PARTNER

Authorised Signatories

*[Signature]*  
PARTNER



GLAZING:

All glass shall be best of the specified quality free from bubbles, smoke vanes, air or sand holes and other defects. Proper allowance for the expansion shall be made in cutting the glass. The glass shall be either fixed with teak beads or well beaded in oil putty springed back puttied, cleansed off with chalk on both sides on completion and nearly finished. Piecing shall not be allowed. Upto a size of 2'x2' sheet glass shall weigh 24 to 26 oz. per Sq.ft and above that as directed.

Putty shall be prepared from the best whiting and boiled linseed oil well kneaded together and with a proportion of not less than 10% white lead, ground in oil and worked into it during preparation. Leads glass work shall be as per design and particular specification.

PAINTS:

Bases: These shall be of best white lead, zinc or white or oxide or iron of best hubbck of approved make.

Vehicles - The oil shall be double boiled linseed oil and should appear when filled in a phial limpid, pale and brilliant. It shall test sweet with very little odour and shall dry quickly and firmly. It shall be of Godrej, shall be spirits of turpentine.

Pigments - These shall be of selected tints and approved makes. Use oxide pigments in cement colours.

..22/-

For Kirloskar Investments &amp; Finance Ltd

*[Signature]*  
 Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*[Signature]*  
 PARTNER

*[Signature]*  
 Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*[Signature]*  
 PARTNER



1221

APPENDIX C

The basic rates of raw materials for the purpose of recovery against the materials supplied by the employer.

- 1. Steel a) Reinforcement (Torsted) Steel Rs.12,500/- per MT
- b) Torkari Steel Rs.13,500/- per MT

- 2. Cement Rs.100 per bag
- Transport charges to be borne by the Contractor.

All the wastages in Steel and cement will be on Contractor's account.

For Kirloskar Investments & Finance Ltd

*(Signature)*  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*B.M. eldy*

PARTNER

*(Signature)*  
Authorised Signatories

For B.T. MUNIYAPPA CONSTRUCTIONS

*B.M. eldy*

PARTNER



04-247

Lot No. 11

3  
5RS



THIS BANKNOTE ENCLOSED HEREIN IS DESIGNATED ON THIS **FIRST** day of **JANUARY, 1990** by and between :

- a. Smt. Rukminiamma, aged about 69 years, wife of late Sri. C.N. Krishnamurthy, occupation household, residing at No. 6 (New 2) 5th Main, 6th Cross, CPV Block, Gangenahally Extn., RT Nagar, Bangalore - 560 032,
- b. Sri. C.K. Jayaram, aged about 42 years, son of late Sri. C.N. Krishnamurthy, occupation employed as Manager, BEML, Bangalore, residing at No. 62, Infantry Road, Bangalore - 560 001.
- c. Sri. C.K. Nanjunda Gowda alias Sri Nanjunda K. Gowda, aged about 47 years, son of late Sri. C.N. Krishnamurthy, occupation Civil Engineer, USA, residing at United States of America, a non-resident of Indian origin, represented by power of attorney holder Smt. Rukminiamma, residing at No. 6 (New 2) 5th Main, 6th Cross, CPV Block, Gangenahally Extn., RT Nagar, Bangalore - 560 032.
- d. Sri. C.K. Arun, aged about 22 years, son of late Sri. Raj K. Gowda, occupation Agriculture and grandson of Smt. Rukminiamma, residing at No. 6 (New 2) 5th Main, 6th Cross, CPV Block, Gangenahally Extn., RT Nagar, Bangalore - 560 032.

256

The parties a, b, c and d herein are collectively referred to as 'OWNERS' (which term wherever the context permits shall mean and include their and each of their heirs, successors, assigns, legal representatives, executors and administrators) of the ONE PART

AND M/s. Kirloskar Investments and Finance Ltd., having its registered office at Unity Buildings, 'C' Block, II Floor, J.C. Road, Bangalore - 560 002, represented by its Associate Vice President & Secretary, Sri. H.D. Hukeri, hereinafter called the 'DEVELOPER/BUILDER' (which term wherever the context permit, shall mean and include its successors in interest and assigns, legal representatives, executors and administrators) of the OTHER PART.

*Rukminiamma*  
Rukminiamma

For Kirloskar Investments and Finance Ltd.  
*H.D. Hukeri*  
(H.D. HUKERI)  
Associate Vice President & Secretary.





121

WHEREAS the immovable property bearing nos. 82, 82/1, 82/2 & 82/3, Infantry Road, Bangalore - 560001, measuring in an extent of in all approximately an area of ~~27,197~~ sq. ft. equivalent to **2526.68** sq. mts., more particularly mentioned and described in the schedule hereunder written and hereinafter called the "Schedule Property",

AND WHEREAS the owners a,b,c and d are related as Mother, Son, Son and Grandson respectively. And whereas the schedule property was acquired jointly by the owners by way of inheritance and by virtue of a partition deed dt. 16.1.1976 and they are entitled to their respective shares in the schedule immovable property as described in the partition deed and ever since are enjoying such portions separately as independent and absolute owners, photo copy of the partition deed duly attested by the owners is given to the Builders.

AND WHEREAS the First Party, 'D' Sri D.K. Nanjunda Gowda, though Indian born is a citizen of United States of America, has undertaken to move the Reserve Bank of India for seeking permission to hold the immovable properties allotted to him as per the partition list referred to above and also to sell his interest in the schedule property to the builder or his nominees, has executed the power of attorney in favour of his mother Smt. Rukminiyamma AND

The parties hereto agree that this agreement is subject to the grant of permission by RBI shall become void and inoperative if the required permission as mentioned above is not granted by the RBI in which event the Second Party shall recover the monies paid to the first party, if any.

A sum of Rs.9,00,000/- to be paid as interest free security deposit to First Party 'D' Sri Nanjunda Gowda, shall be paid if and only on obtaining the necessary permissions from RBI.

Further this agreement is subject to the provisions of Foreign Exchange Regulation Act.

*[Signature]*

P. K. Anan

Rukminiyamma

*[Signature]*

Rukminiyamma





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AND WHEREAS the owners declare that there is no other person who has got any right, title or interest whatsoever over the schedule property and it is free from encumbrance of every nature. Whereas the schedule property has not been notified for acquisition by the State or Central Government or any statutory authorities and is free from acquisition proceedings and they have not received any notice with regard to the acquisition of the schedule property and therefore the owners herein are the absolute owners in peaceful possession and enjoyment of the schedule property and are free to dispose off the same in any way they like.

WHEREAS the owners herein for their own betterment and other reasons are desirous of developing the immovable property more fully described in the schedule hereunder written. The builders herein are willing to develop the property by way of construction of residential units/blocks/flats and the owners have jointly represented that they are the absolute owners in possession of the schedule property and that they have a clear and marketable title thereto and that the schedule property is free from all encumbrances, lien, charges, mortgage, lispendence, minor claims, restrictive covenants, acquisition and requisition proceedings and that the holding of the vacant land by each of the owners is below the ceiling limit under ULC Act.

WHEREAS the builders herein have been carrying on the business of construction of apartments, subject to permission and grant of licence by the Government and other statutory authorities, the builders have offered to develop the schedule property into residential apartments covering not less than entire extent to 36,000 sq. ft. or such other area as may be permitted by statutory authorities in addition to basement (hereinafter called the permissible area), as per the description furnished in the annexure I written hereunder, and construct for the owners residential apartments in consideration of the owners selling and transferring only 50% of the schedule property to the builders or to its nominees and agree to permit the builders to have access to the entire property including the other 50% of their interest for development.

*[Signature]*  
*[Signature]*  
 Rukminiyamma

*[Signature]*

... 4/-  
 Rukminiyamma





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WHEREAS the parties herein desire to reduce the terms and conditions of their agreement into writing and to have the same evidenced by this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Owners hereby authorize the builder and the builder hereby agrees and undertakes, to develop the schedule property into residential apartments, subject to the statutory authorities granting permission and sanctioning licence for building construction to develop the schedule property with compound walls, gates, guard rooms and all internal and external services relating to electricity and public health works. The construction shall be of first class quality as per specification mentioned in the annexure I. The builder shall have the plan/s approved at its cost and charges. In finalization of plans, the builder shall take the owners' advice into account. The sanctioned plan shall ensure to the benefit of the builder and owners jointly and the builder shall retain the powers to change, in respect to their share of apartments, modify, alter the plan in the event of any necessity. The builder shall expeditiously secure the sanction of plans and commence construction work after obtaining permission from the authorities of U.L.C., Municipal Corporation and other Statutory Authorities. If the statutory authorities either extend or reduce the area of construction, the builder shall construct the area so permitted, hereinafter called the permissible constructed area. It is further agreed between the owners and the developers that the developers shall develop and exploit the maximum FAR permissible upon the schedule property.

2. In consideration of the owners allowing the builders to develop the Schedule Property as aforesaid and to dispose of and/or retain the builder's share of the super-structure and the builders share in the schedule property on their own account i.e.,

a. 50% of the interest in the land represented by the Schedule Property.

*R. Arj*  
C.K. Arj

Rukminiyamma

*Hellu*

...5/-  
Rukminiyamma





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b. 50% of the superstructure built by the builders and to appropriate to themselves (Builders) the sale proceeds, if any, the owners having agreed to convey the said portions of the schedule property being land to the builders or their nominees, at the cost of the builders as the builders desires, the owners shall be entitled to the following :

- i. The builders shall build for each of the owners one residential apartment, i.e., 4 apartments in all, having a built area in the aggregate i.e., for the four apartments taken together 50% of the permissible area in respect of the superstructure, the respective areas of the 4 individual apartments for the respective owners being in proportion to the interest each of the owners have in the land comprised in the Schedule Property and as agreed and mentioned in annexure II hereunder.
- ii. The construction of each of these units will be done by the builders in such a manner so as to ensure that each unit will represent a single residential premise capable of being enjoyed as such by the respective owners.
- iii. These units shall be treated as and dealt with, in fact and in law, as the individual residential property of the respective owners during their construction and on their completion.
- iv. It would be permissible for the owners at their choice to dispose of their respective units or let them out or to deal with them in any manner and they shall enjoy all proprietorial interests in the said properties and will be entitled to every benefit, interest and right in respect of such units.

*[Signature]*  
C. K. Han

Rekminiamma

....6/-

Rekminiamma

*[Signature]*





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- v. The builders or the nominees claiming under them, at all times shall ensure suitable access to these apartments of the owners together with right of use of common passages, lifts, stair cases and other common amenities necessary and incidental to the enjoyment of these residential units.
- vi. The parties agree that the total aggregate area of the apartments to be allotted (hereinafter called the allotted area) to the owners as above shall in no event be less than 18,000 sq. ft., in addition to 50% basement area. The construction shall conform to the quality and specifications hereinafter indicated as per Annexure I.
- vii. It is agreed that the builders shall complete the construction of the apartments in all respects and hand over the possession of the same to the owners within a period of two years from the date of builders taking possession of the schedule property under this agreement.
- c. The Builder shall deposit with the owners the sum of Rs.25,00,000/- (Rupees twenty five lakhs only) as a refundable interest free security deposit in the following manner :
- i. the first instalment of Rs.10,00,000/- (Rupees ten lakhs only) already paid to the owners Smt. Rukminiamma, Sri. C.K. Jayaram and Sri C.K. Arun as follows :
    - a. Rs.2,75,000/- (Rupees two lakhs seventy five thousand only) by cheque drawn in favour of Smt. Rukminiamma, drawn on Bank of India, No. 171939, Bangalore, which the owners hereby duly acknowledge the receipt thereof.
    - b. Rs.7,00,000/- (Rupees seven lakhs only) by cheque bearing no. 171940 drawn on Bank of India, Bangalore, in favour of Sri. C.K. Jayaram, which the owners hereby duly acknowledge the receipt thereof.

*[Signature]*  
C.K. Arun

Rukminiamma

*[Signature]*

...7/-  
Rukminiamma



d. Rs.25,000/- (Rupees twenty five thousand only) by cheque bearing no. 171941 drawn on Bank of India, Bangalore, in favour of Sri. C.K. Arun, which the owners hereby duly acknowledge the receipt thereof.

ii. The builder shall deposit a further sum of Rs.6,00,000/- (Rupees six lakhs only) immediately on obtaining sanction of plans by the Corporation or any other authority empowered to sanction of building plans or within a period of 90 days from the date of Katha merger or which ever is earlier. The said payment shall be made in the following manner :

- a. Rs.1,25,000/- (Rupees one lakh twenty five thousand only) in favour of Smt. Rukminiamma.
- b. Rs.4,50,000/- (Rupees four lakhs fifty thousand only) in favour of Sri. C.K. Jayaram.
- d. Rs.25,000/- (Rupees twenty five thousand only) in favour of Sri. C.K. Arun.

iii. The builder shall deposit a further sum of Rs.9,00,000/- (Rupees nine lakhs only) after the clearance from The Reserve Bank of India to Sri C.K. Nanjunda Gowda, in the following manner:

- a. Rs.5,00,000/- (Rupees five lakhs only) after the clearance from The Reserve Bank of India by cheque drawn in favour of Sri C.K. Nanjunda Gowda.

Rukminiamma  
...B/-

*[Signature]*  
Rukminiamma

*[Signature]*

*[Signature]*  
C. K. Arun



- b. Rs.4,00,000/- (Rupees four lakhs only) immediately on obtaining the sanction of plans by Corporation or any other authority empowered to sanction of building plans or within a period of 90 days from katha merger by cheque in favour of Sri. C.K. Nanjunda Gowda.

The amounts mentioned above to be kept as deposit by the builders with the owners is interest free security deposit and the entire deposit of Rs.25,00,000/- (Rupees ~~Twenty Five~~ lakhs only) shall be repaid in one lump sum by the owners to the builder after 25 months from the date of receipt of the second instalment of Rs.6,00,000/- (Rupees six lakhs only) or within three months from the date of the owners' share of residential units being ready for occupation, whichever is later. The respective share of deposit received by individual owners will be repaid against handing over possession by the builder of their respective share of apartment as per ratios indicated in annexure II. In the event of owners refusing or failing to repay the security deposit, the handing over of the possession of this share of building will be deferred.

- c. The owners also further co-operate with the builders, as and when necessary, to arrange to get Income Tax Clearance under Section 230A of the Income Tax Act and do all such things necessary.

3. The builder shall be entitled to retain the balance permissible area, after deducting the owners share of apartment out of the total permissible area (hereinafter called the builder's share of apartment) which as and when constructed shall belong to and become the property of the builder and the builder shall also be entitled to proportionate interest in the land covered by the schedule property, the portion being builder's share of apartment to the total constructed area (hereinafter called the builder's share of proportionate interest in

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*[Signature]*  
Rukminiyamma

*[Signature]*  
C. K. Anur

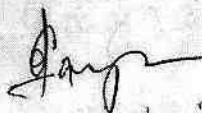


the land). While arriving at the owners share (allotted area) the builder's share in terms of square feet of constructed area at 50% and 50% respectively, it shall be in accordance with clause 2 b (vi) of this agreement. The balance fractional area if any, shall be settled by mutual consent by payment of market rate for the same. The builder shall become the absolute owner of the builder's share of apartment and become the absolute owner of the builder's share of proportionate interest in land and the builder alone shall be absolutely entitled to all income, gains, capital appreciation and benefits of all kinds and description, accruing, arising or flowing from or in relation thereto, the builder shall have absolute power to sell, lease or otherwise dispose of the same in any manner whatsoever and the owner shall not have any manner of right, title or claim whatsoever in or upon the same. The owners and/or their nominees shall be governed by the condition, byelaws etc., as applicable to all the unit owners of the residential unit in the building to be constructed.

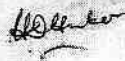
4. The area to be allotted to the owners shall be selected after mutual discussion prior to submission of plans for sanction and due to any variation effected by the authorities on such plans, again the shares will be selected after mutual discussion within 30 days from the date of approval of the plan, in each floor of every block/unit/wing demarcated vertically/horizontally, in accordance with the percentages as mentioned in the annexure II, the other areas remaining exclusively reserved for the builder. The name of the building, colour, exterior finish, elevation etc., shall be decided by mutual consent.
5. a. The cost of construction of the entire building shall be borne by the builder which shall include the cost of the building to be put on the schedule property including all services, builder's establishment and other expenses, fees payable to the architects, in respect of the said property, cost of obtaining plan, construction of permissible area, basement for parking common facilities, lifts, compound walls, driveway, lobbies, staircases, etc., including any escalation in costs, the owners investment being the 50% of schedule property. The owners shall not be required to

...10/-

Rukminiyamma



Rukminiyamma



contribute any amount for the cost of the apartments except for any additional facilities and/or requirements the owners may require which shall be borne by the owners.

b. The builder shall be entitled to borrow monies from the banks, financial institutions and others on the security of the builder's share of land or apartments and the owners subject to the condition that any such actions of the shall not put builders shall not impose any outstanding obligation on the owners ~~and the owners shall not put any objection or objections.~~ any objection. The builders shall discharge such liabilities incurred promptly and punctually and the owners of this schedule property shall not be liable in any manner whatsoever. The builder shall also indemnify the owners against all losses, costs, damages, the owners may suffer owing to the failure of the builder to discharge such liabilities.

6. The builder herein/hereby undertake and agree to deliver possession in respect of owners share of apartment to the owners within 25 months from the date of approval of the plans by the statutory authorities. However, the builder shall not incur any liability for any delay in delivery of the possession by reason of non-availability of cement and/or steel or by Government restrictions and/or by reason of Civil commotion, any act of God or due to any injunction or prohibitory order any legal proceedings or stay orders and/or any reason beyond the control of builder and in any of the aforesaid events, the builder shall be entitled to reasonable extension of time for delivery of possession of the said owners share of apartments. Except as aforesaid, time for delivery of the apartments is and shall be essence of this contract. If the builder commit default in delivering the whole or any part of the owners share of apartments within the above stipulated time, after obtaining the occupancy certificate, without any valid reason, the owner shall give written notice to the builder and if the builder fails to deliver the possession within one month from the date of receipt of notice, the builder shall be liable to pay penalty calculated at the rate of Rs.1,00,000/- (Rupees one lakh only) per month, during the period of default.

*[Signature]*  
Rukminiyamma  
*[Signature]*

*[Signature]*

...11/-  
Rukminiyamma



7. All costs, charges, stamp duty, registration charges and expenses in connection with the preparation and execution of the conveyance and other documents shall be borne by the builder.

*[Handwritten signature]*  
1134

8. The owners shall sell and transfer the builder's proportionate interest in land covered by the schedule property to such associations or co-operative society, company or organisation, person or persons to be formed by the builder for the purpose of holding the schedule property or to any individual. The builder shall also have option to dispose of the/apartments on the following basis :

*[Handwritten signature]*  
1134  
/- builders share of

a. Every buyer/purchaser of apartment will acquire proportionate undivided interest in the schedule property from the owners which is proportionate to the area of apartment acquired by such buyer to the total constructed area ;

b. Each buyer/purchaser of the undivided interest in the schedule property shall be entitled to construct and own the apartment allotted to him/her/it and shall entrust the construction of the said apartments to the builder alone ;

c. On selling the apartments on the above basis, the owners agree to convey the builder share of undivided interest in the schedule property to the builder and/or its nominees, under one or more deeds of conveyance so as to enable such buyer/purchaser or nominees to construct, own and enjoy the builder share of apartment proportionally ;

d. The owners shall execute the deeds of conveyance in respect of the schedule property or any part thereof or in respect of the builder share of apartments in favour of the builder and/or its nominees after the owners share of apartments are delivered to them. The builder shall also secure necessary clearances from the statutory and other authorities for executing such deed of conveyance. If the owners commit any default in executing such deeds of conveyance within 60 days

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*Rukminiyamma*

*[Handwritten signature]*  
*Rukminiyamma*  
*C. A. Arun*

*[Handwritten signature]*



after they are being called upon to do so without any valid reasons, the owners shall be liable to pay penalty of Rs.60,000/- (Rupees sixty thousands only) per month, during which period the default continues. Provided that if the delay is due to any fault on the part of the builder this clause shall not operate.

e. The existing fourteen coconut trees each <sup>and one Sandal Wood Tree</sup> more than 10 years old of which the owners shall retain all rights and ownership over the above trees W.S.

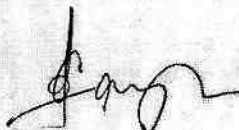
9. It is hereby agreed between the parties that the responsibility of getting necessary sanction, approvals, permission, licences etc., including merger of Katha, ULC clearance, Income Tax clearance, NDC's from statutory authorities, will be that of the developers/builders and the owners shall sign all required papers, applications, affidavits, declarations etc., and co-operate with the developers to obtain the such sanction, approvals, permission, licences etc., at the cost of the developer/ builder.

10. The owners have delivered the originals of title deeds relating to their property to the builder and hereby agree and undertake to answer all the queries relating to their title. The owners shall not lease/mortgage or create any encumbrance or charge on the schedule property or grant any licence for its usage.


11. The builder shall indemnify the owners and vice versa against any loss and damages that may occur due to violation of the terms of this agreement.

12. The owners agree to deliver the possession of the schedule property to the builder's for the purpose of construction of the building, immediately on the building plans being sanctioned by the Corporation of the City of Bangalore. The owners shall however have necessary right of inspection of the progress of work and quality of construction.

...13/-

  
Rakminiyamma

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Rakminiyamma  






13. The builder shall be liable to pay all taxes, outgoings, charges etc., whatsoever in respect of the schedule property from the date of this agreement and the owners declare that all taxes in respect of the schedule property till the date of this agreement have been paid or will be paid by them.
14. The builder shall be liable to pay all taxes or demands made by any authority/s in respect of the conveyance of the 50% of the undivided interest of the schedule property.
15. The builder shall not assign the benefit of this agreement to any person nor lease out the schedule property. However the builder shall be entitled to appoint contractors and consultants at their cost to execute the work.
16. a. Both parties hereby mutually agree that they shall not revoke this contract except due to any ban imposed by the Government, or any restrictive legislation passed by the Government or for breach of the terms of this contract.
- b. It is agreed in the event of Reserve Bank approvals Urban Land Ceiling clearance, Income-tax clearance, merging of Kathas and sanction of plans by Bangalore City Corporation are refused for any reason, the owners shall refund the deposit kept with them within sixty days of communication of the same by the builder.
17. The owners shall co-operate with the builders to prepare and file application under Section 269 UL that is 37-I Application before the Appropriate Authority, Income Tax Department, Bangalore.
18. The builder on completion of the construction work and on handing over the possession, complete in all respects to the owner in an extent of 50% constructed area ~~xxx~~ as computed under clause 2 b (vi) of this Agreement, shall apply and obtain occupancy certificate from the Corporation or the authority concerned in respect of the owners share of apartments also.

*[Signature]*  
Rukminiyamma  
*[Signature]*  
P. K. Anur

*[Signature]*  
2

...14/-  
Rukminiyamma



19. The builder's specifically agree to adhere to all necessary specification including those of KEB, BWSSB and such other specification necessary for the completion of the building in all respects.

ANNEXURE - I

SPECIFICATION AS ENCLOSED.

ANNEXURE - II

Allotted area sharing amongst owners.

a.	Smt. Rukminiamma, Second floor	- 12%	<del>of 50%</del>	<i>[Signature]</i>	<u>48%</u>
b.	Mr. C.K. Jayaram, First floor	- 47%	<del>of 50%</del>	<i>[Signature]</i>	<u>48%</u>
c.	Mr. C.K. Nanjunda Gowda alias Nanjunda K. Gowda, Ground floor	- 35%	<del>of 50%</del>	<i>[Signature]</i>	<u>48%</u>
d.	Mr. C.K. Arun. Second floor	- 6%	<del>of 50%</del>	<i>[Signature]</i>	<u>48%</u>

Rukminiamma

...15/-

*[Signature]*  
*[Signature]*

*[Signature]*  
Rukminiamma



IN WITNESS WHEREOF the parties a, b, c by the power of attorney and d of the first part and M/s. Kirloskar Investments and Finance Ltd., have set their hands to this agreement, on the day, month and year first above mentioned :

OWNERS :

a. Smt. Rukiminiamma *Rukiminiamma*

b. Sri. C.K. Jayaram *[Signature]*

c. Sri C.K. Nanjunda Gowda, represented by Power of Attorney holder Smt. Rukiminiamma *Rukiminiamma*

d. Sri C.K. Arun *[Signature] C.K. Arun*

Witness :

1. *[Signature]* [NAGESH. H.]

2.

BUILDERS :

*[Signature]*  
Rukiminiamma

Witness :

1. *[Signature]*  
(R. PRABHAKAR).

2.



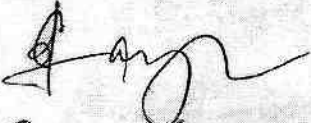
SCHEDULE

Mr. C.K. Javaram

Door No. 82 residential dwelling unit with land/open spaces  
apartenant thereto

	Measuring	bounded by
North	: 170 ft.	private property nos. 5 to 10, facing hospital road.
South	: 92+47+72 ft. (East to West)	82/3 Mr. Nanjunda Gowda's property 82/1 Mr. C.K. Arun's property 81 Mrs. Dharmaraj's property
East	: 95 ft.	82/3 Mr. Nanjunda Gowda's property
West	: 47+49 ft. (South to North)	81 Mrs. Dharmaraj's property private property of Mashood Shacoor brg no. 14 Infantry Cross Road.

Rukminiyamma

  
C.K. Arun

  
Rukminiyamma



SCHEDULE

Smt. Rukiminamma

Door No. 82/3 residential dwelling unit with land/open spaces apurtanant thereto

	Measuring	bounded by
North	: 106-2 ft.	82/2 Mr. Naniunda Gowda's property
South	: 93-5 ft.	shopping complex "Copper Arch"
East	: 40 ft.	Commercial complex owned by Haji Abdul Sattar Sait and Cutchi Mehon Union on M.G.C. Road.
West	: 42 ft.	81 Mrs. Dharmaraj's property

Rukiminamma

  
C. V. Anur

  
Rukiminamma



SCHEDULE

Mr. C.K. Nanjunda Gowda alias Nanjunda K. Gowda

Door No. 82/2 Open land

Measuring

bounded by

North : 82+40 ft. No. 82 Mr. C.K. Jayaram's property

South : 106-2 ft. 82/3 Smt. Rukminiamma's property

East : 50 ft. Commercial complex owned by Haji Abdul Sattar Sait and Cutchi Mehon Union on M.G.C. Road.

West : 53 ft. 81 Mrs. Dharmaraj's property

Rukminiamma

*[Signature]*  
C. K. Gowda

*[Signature]*  
Rukminiamma



SCHEDULE

Mr. C.K. Arun

Door No. 82/1 residential dwelling unit with land/open spaces  
apartment thereto

	Measuring	bounded by
North	: 35 ft.	No. 82 Mr. C.K. Jayaram's property
South	: 27+71+17 ft.	81 Mrs. Dharmaraj's property
East	: 29 ft.	No. 82 Mr. C.K. Jayaram's property
West	: 21 ft.	81 Mrs. Dharmaraj's property

*Rukminiyamma*

*C. K. Arun*

*H. D. Hukeri*  
*Rukminiyamma*



ANNEXURE - I

General specification of apartments.

1. Structure : R C C framed structure
2. Walls : Brick/Tile moulded in cement mortar.
3. Door : Teakwood frames with flush shutters painted or polished.
4. Windows : Teakwood frames with teak wood shutters with grille/guard bars.
5. Flooring :
  - a. Living/dining: Rajnagar or Makrana marble of superior quality white.
  - b. Bedrooms, kitchen: Pink, green or colour combined of superior quality marble.
  - c. Bathrooms: Marble/ceramic tiles flooring and Ceramic/Marble tiles wall dadoing upto 7' high.
  - d. Corridors: Good quality marble.
6. Painting : Luxol silk or similar brand emulsion for interiors and sandtex matt or similar coating for exterior.
7. Fittings : Coloured standard quality ceramic European style/Indian style water closets with flushing tank/valves wash basins etc.. chromium plated fittings for plumbing with quality GI pipes.  
  
2" thick polished black granite cooking platform with stainless steel sink and drainboard. Ceramic/Marble tiles 2' high above cooking platform.
8. Electrical : Quality wiring with switches, lighting points, heating points, including basement lighting and yard lighting.

*Rukminiyamma*

*[Signature]*

*P. N. Arun*

*[Signature]*  
*Rukminiyamma*



9. Other provisions : Telephone and TV Point in all living/dining and bedrooms.  
Storage heaters in all bathrooms.  
Provision for intercom facility.  
Provision for wardrobes.  
24 hours water supply.  
Provision with adequate borewell, sump and overhead tank.  
Servants amenities in basement.  
One 5-passenger main lift and one service lift, with generator backup for lifts corridor and yard lighting.

10. Parking : Parking provision in basement.  
Driveway with flagging and drainage facility complete.

*Rukminiyamma*

*[Signature]*

*C. N. [Signature]*

*[Signature]*  
*Rukminiyamma*

*[Signature]*  
( H. D. HUKERI )

Associate Vice President & Secretary.



Lot 12  
 1300  
 1st 11/68  
 No  
 I 984 LOT No. 12  
 95-96



Lease for  
 90 years  
 Total Rent  
 13,75,000/-

This document consists of... 11 sheets  
 First sheet of document No. 984

ಎರಡನೇ ಉಪ ನೋಂದಣಿ  
 (ಮುಂದಾಚ ಭಂಡಾರ) ವಿಧಾನಸಭೆ  
 ದಿಂಗಳಿಗಿರುವುದು.



27500-00  
 8-00

LEASE DEED

THIS DEED OF LEASE made and executed on the THIRTEENTH day of JUNE 1995 (3078/1995) by the BANGALORE SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS, a Society registered under the Societies Registration Act, No.S.684/49-50-C.S.8/49-50 of 24th May 1916, having its Registered Office at Gate House, Kasturba Road, Bangalore - 560 001 and represented by SRI. M.RAMCHANDER RAO, the President thereof, hereinafter referred to as the 'LESSOR' which term wherever the context permits shall mean and include its successors and assigns, of the one part; and KIRLOSKAR INVESTMENTS AND FINANCE LIMITED a Company incorporated under the Companies Act, 1956, and having its Registered Office at II Floor, 'C' Block, Unity Buildings, JC Road, Bangalore - 560 002 and represented by SRI. N. SRIVATSA, Company Secretary and/or SRI. C.M. PATIL, Chief Engineer hereinafter referred to as the 'LESSEE' which term wherever the context permits shall mean and include its successors and assigns, on the other part;

1] WHEREAS the LESSOR herein is the sole and absolute owner of the property bearing No.337, Sampige Road Malleswaram,

FOR KIRLOSKAR INVESTMENTS AND FINANCE LTD.

*C.M. Patil*  
 C.M. PATIL  
 CHIEF ENGINEER

For Bangalore SPCA

*Ramchandra Rao*  
 President



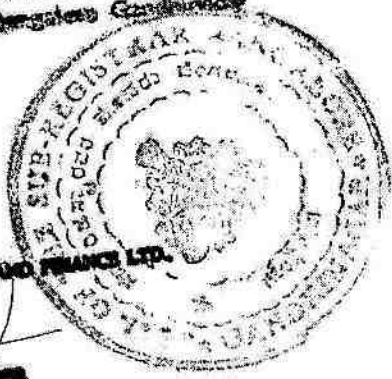


Presented in the office of the  
Sub Registrar of Bangalore,  
Gandhinagar, between the hours  
of 11-30 and 12

on 30 JUN 1995  
by [Signature]  
with the fee paid as follows:

	Rs.	P.
Registration	27500	00
Copying (folios)	00	00
Endorsement	00	00
Misc	00	00
Postage	00	00
<b>Total</b>	<b>27500</b>	<b>00</b>

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157 Volume 448  
170  
1795  
Road Quarter Sub-Registrar  
Bangalore Cantonment



FOR KRELOKAR INVESTMENTS AND FINANCE LTD.

[Signature]  
CH. PATEL  
CHIEF EXECUTIVE

[Signature]  
HQ-SR

FOR KRELOKAR INVESTMENTS AND FINANCE LTD.

[Signature]  
CH. PATEL  
CHIEF EXECUTIVE

For Bangalore SPCA

[Signature]  
President

[Signature]  
HQ-SR

Identified by H.R. De CH. R. SURESH  
8312-1<sup>st</sup> Floor, J.C. Rd, B'lore

[Signature]  
Sub-Registrar,  
Gandhinagar Bangalore  
30 JUN 1995



Execution Admitted by



2<sup>nd</sup> ~~copy of~~ ~~document~~ ~~no~~ 984 ~~of~~ ~~date~~ ~~17~~ I  
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Bangalore - 560 003. The said property was granted to the Society for Promotion of Kindness to Animals, by the Office of the Municipal Commissioner, City Municipal Offices, Bangalore, vide endorsement No.A6-DR 73/38-39 dated March 17, 1939 subject to the terms and conditions mentioned therein and later on, the possession of the above said land was delivered to the above mentioned Society on March 24, 1939 vide Memo No.B7-1094/38-39 and the same was accepted by the said Society through its Secretary Mr.M.R. Narasimha Iyengar on April 1, 1939. later the said Society viz., Society for Promotion of Kindness to Animals, was merged with Bangalore Society for Prevention of Cruelty to Animals, the Lessor herein and all the assets and liabilities of the erstwhile Society including the above mentioned immovable property was also taken over by the Lessor Society herein.

II. WHEREAS the Katha of the above mentioned property was also recorded/registered in the name of the Lessor herein in the office of the Corporation of City of Bangalore and informed to the Lessor vide letter No.DA[N] 6/KTR 16-84/85 dated August 26, 1985 issued by the Assistant Revenue Officer, Office of the Commissioner, Revenue Department, North Range, Bangalore City Corporation. Accordingly the Lessor herein is the sole and absolute owner of the above mentioned property.

III. WHEREAS subsequently the LESSOR herein was in need of funds for its activities and approached the Bangalore City Corporation, who is the successor to City Municipal Officer, Bangalore, the Grantor of the above land seeking alteration of the terms of grant to enable the LESSOR herein to develop the above mentioned property by putting up a Commercial Complex thereon and utilise the income therefrom for the activities of the LESSOR Society. The said request was taken up as subject No.265 in the

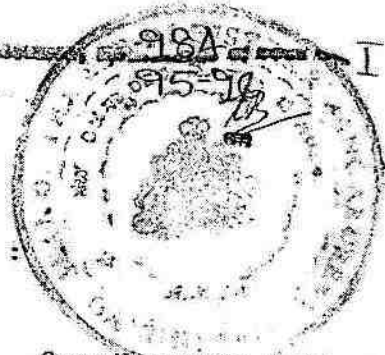
FOR KIBLOKAR INVESTMENTS AND FINANCE LTD.

*Chh*  
CM PATIL  
CHIEF ENGINEER

For Bangalore SPCA

*Ramesh Rao*  
President

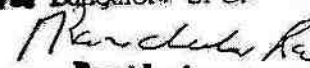




Bangalore City Corporation's Council meeting held on March 28, 1990 and allowed the request of the Lessor herein and the said decision of the Council meeting was informed to the LESSOR herein by the Revenue Officer [West] Bangalore City Corporation vide letter No. ARO(W)MCPR/8/89-90 dated July 20, 1990. Thereafter the LESSOR herein has obtained licence and sanctioned plan from the Corporation of the City of Bangalore, for construction of a Commercial Complex on the above mentioned property vide No. LP 322/89-90 dated October 5, 1990.

- IV. WHEREAS the LESSOR herein entered into an agreement on March 4, 1990 with M/s. MARKETS INDIA, a partnership firm having its registered office at No.22, Railway Parallel Road, Nehru nagar, Bangalore - 560020 and represented by its Managing Partner, Mr.H.N. Venkatesh and M/s.ADHUNIK DEVELOPERS, a partnership firm having its registered office at karuna Complex, Bangalore and represented by its Managing Partner Mr. B. Ramanarasaiah [collectively referred to therein as 'DEVELOPERS'] whereunder MARKETS INDIA developed a scheme for construction of Commercial Shops/Apartments on the Schedule 'A' property and a person obtaining an undivided lease hold right and interest in the Schedule 'A' Property from the Lessor herein will be granted the right to construct or cause to be constructed, own and enjoy a specific commercial apartment/shop allotted to him. The Lessor also agreed with the Developers to grant 90 years lease-hold right and interest in the Schedule 'A' Property to the persons secured by the Developers to the extent of 60% and the building constructed thereon and retaining 40% of both undivided interest in the land and the building constructed thereon by the Developer, as its share of Joint Development of Schedule 'A' Property.
  
- V. WHEREAS by a Relinquishment Deed executed on June 19, 1992, M/s.MARKETS INDIA, have relinquished their rights and interest in the Schedule 'A' Property under the agreement of March 4, 1990 in favour of M/s.ADHUNIK DEVELOPERS.
  
- VI. WHEREAS two supplemental Agreements were entered into between the LESSOR herein and M/s. ADHUNIK DEVELOPERS,

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C.M. PATIL  
CHIEF ENGINEER

For Bangalore BDA  
  
President





on March 20, 1993 and March 25, 1994. The Developer has now completed the construction work of the aforesaid commercial complex. The demarcation of the permissible super built area in the ratio of 60:40 as between the Developer and the LESSOR herein has been completed.

VII. WHEREAS, Bangalore Mahanagara Palike has also issued occupation certificate in respect of the aforesaid Commercial Complex vide Communication bearing No.LP.322/89-90 dated July 19, 1994.

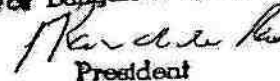
VIII. WHEREAS the LESSEE herein who is interested in acquiring on lease the undivided interest in the above mentioned property and also a portion of Building constructed thereon approached and requested the LESSOR herein to grant it an undivided interest to the extent of 416.02 Sq.ft. in the above mentioned property, which extent is morefully described in Schedule 'B' written hereunder and hereinafter referred to as the Schedule 'B' Property. The undivided interest in the land aforesaid and the super built up area thereon more fully described in the Schedule 'C' herein fall within the permissible area of 40% belonging to the LESSOR herein. The LESSOR agreed to the request of the Lessee to grant 90 years lease in respect of the Schedules 'B' and 'C' Property.

NOW THIS DEED OF LEASE WITNESSETH that in pursuance of the foregoing and in consideration of the rent herein reserved the LESSOR demises, transfers and conveys to the LESSEE leasehold right of an undivided interest in the land to the extent of 416.02 Sq.ft. and the super built area of about 1300 Sft. on the first floor of the Commercial Complex known as 'Karuna Complex' bearing No.FF1, morefully described in Schedules 'B' and 'C' by way of lease for a period of 90 years [NINETY YEARS] commencing from 18th day of August 1994 and expiring on 17th day of August, 2084 on the following terms and conditions.

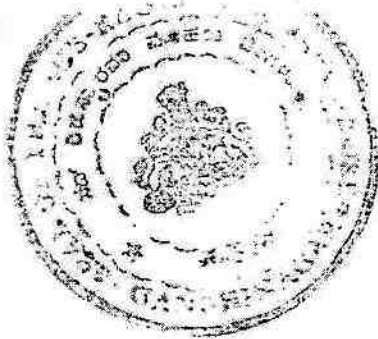
FOR KIRLOSKAR INVESTMENTS AND FINANCE LTD.

  
C.M. PATEL  
CHIEF ENGINEER

For Bangalore SPCA

  
President





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1] The lease shall be for 90 years as agreed aforesaid and the LESSEE shall pay to the LESSOR lease rental of the undivided interest in the land and the super built up area thereon, more fully described in Schedule 'B' and 'C' hereunder at the rate of Rs.1000/- per Sq.ft and covered car parking at the basement marked as B-2 measuring 14'6"x15'0".

2] The entire lease rentals amounts Rs.13,75,000/- (Rupees thirteen lakhs seventy five thousand only) for full period of 90 years.

The Lessor acknowledges and confirms that the Lessee has paid to the Lessor the entire amount of rent for the full period of the lease, namely 90 years [Ninety years].

3] The LESSEE shall be entitled to hold and enjoy the said lease along with other persons who also have acquired or may hereafter acquire a right to use portions of the building in the Schedule 'A' Property.

4] The LESSOR shall have the absolute right and liberty to grant and / or deal with or dispose of its right in regard to other portions of the 40% interest in the Schedule 'A' Property provided that such grant shall not in any way prejudice the interest of the LESSEE.

5] The LESSOR shall be entitled to impose upon the LESSEE such conditions as may be necessary or appropriate in order to ensure that the LESSEE as well as other persons acquiring an interest in the Schedule 'A' Property shall all be able to enjoy their respective rights secured from the LESSOR.

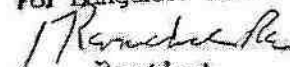
6] In the event of the Society or other Association being formed for the common benefit of all persons acquiring an interest in the Schedule 'A' Property, the LESSEE shall also become a member thereof and to observe the bye-laws and rules and regulations specified by the organisation governing the use of Schedule 'A' Property and the portions of the buildings built thereupon.

7] The LESSOR shall be entitled to retain the terrace, lawn

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C.M. PATIL

for Bangalore SPCA

  
President



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or other areas which do not form part of Schedule 'B' and 'C' Property and deal with the same in such manner as it thinks fit provided the use by the LESSEE of the Schedule 'B' and 'C' property on terms herein granted shall not be prejudicially affected.

- 8] After the term of the lease herein specified, namely a period of 90 years, this agreement shall be at an end and the interest in the Schedule 'B' property herein conveyed to the LESSEE together with Schedule 'C' property shall revert to and vest in the LESSOR without any obligation on the part of the LESSOR'S part to pay any compensation for the said building . It shall however , be open to the LESSEE to negotiate any extension of the lease and agree upon such extension of the lease upon such conditions as the Lessor and Lessee may agree upon including the term and the payment of Lease rent as they mutually agree, having regard to the market conditions then prevailing. In the absence of such an agreement, the undivided portion of land in the Schedules as well as the building constructioned thereupon as detailed in Schedules 'B' and 'C' shall revert to and vest in the LESSOR without any fruther act or deed and the LESSOR shall thereafter be at liberty to deal with the same in its own right as absolute owner of the land and the building.
- 9] The LESSOR assures the LESSEE that it has a good and marketable title to the Schedule 'A' Property and it has the right to grant and convey to the LESSEE lease-hold interest in respect of the land and the building constructed thereon as specified in the Schedules 'B' and 'C' to this deed without there being any impediment to the granting and conveyance thereof free from all encumbrances, liens, charges, mortgages or other encumbrances of whatsoever nature.
- 10] The entire property of Lessor bearing No.337 in Sampige Road, is exempt from property tax. However, if the City Corporation levies ground tax, the same shall be paid by LESSEE.

11. Rights of the LESSEE

During the period of the lease herein granted the LESSEE shall be entitled to enjoy the following rights;

- a] Full right and liberty for the LESSEE and all persons authorised or permitted by the LESSEE [Common to all other persons entitled, permitted or authorised to the like right] at all times by day or night to go, pass and repass the staircase and passage inside and outside the said building.

FOR KIRLOSKAR INVESTMENTS AND FINANCE LTD.

*CRB*

for Bangalore SPCA

*Ramesh Babu*  
President






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- b] Full right and liberty to the persons referred to supra in common with all other persons or other permitted vehicles at all times, day and night to go, pass and bypass over the land appurtenant to the building.
- c] The right to adjacent and lateral support, shelter and protection from the other parts of the said building and from the said and roof thereof.
- d] The right to free uninterrupted passage of running water, soil and electricity from/to the said building and to the said Schedule 'C' property through the sewers, drain and water courses, cables and wires which now are, or may at any time hereafter be in, under or passing through the said building or any part thereof.
- e] The right of passage for the LESSEE and his agents or workmen to the other parts of the said building and also to the water tanks for cleaning, repairing or maintaining the same at all reasonable time after taking consent from the persons appointed by the majority of the owners of the building for this purpose.
- f] Rights to lay cables or wires through common walls or passage for radio, television, telephone, and such other installation, however having due regard to the similar rights of the other Owners of building.
- g] Subject to the payment for common facilities and services, the right to enjoy the common services and facilities provided in the said building.
- h] The right to use in common, the open areas around the building and the entrance areas of the building without right to erect any structures other than the purpose herein defined for common use.
- i] Absolute leasehold right and possession of the said Schedule 'C' Property during the period of lease.

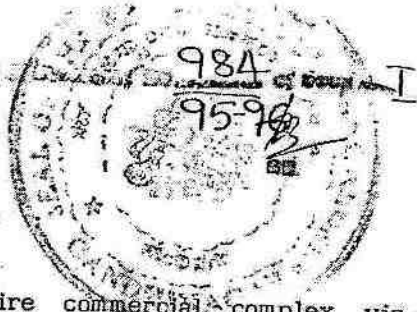
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C.M. PATIL  
CHIEF ENGINEER

For Bangalore Srna  
  
President



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- j] In the event of entire commercial complex viz., Karuna Complex and/or Schedule 'C' Portion is either demolished or collapses during the subsistence of the Lease period, for any reason like passage of time, earthquake, floods, or any act of force majeure, then the LESSEE shall have the right to reconstruct the building in the Schedule 'C' Portion, to the same/similar extent at LESSEE's cost and enjoy the same for the remaining portion of the term of the Lease on same terms and conditions.
- k] To sublet or allow third party the use of the Schedule 'C' building on such terms as the LESSEE thinks fit, provided however, such sublease or permission to use the said Schedule 'C' building shall be in force only during the term of 90 years of the lease hereby given and comes to an end upon the expiry thereof and provided further that the LESSEE shall keep the LESSOR informed of such transactions together with the details thereof as and when entered into.

12. Restriction and the Rights of the LESSEE:

The Lessee shall be bound by the restrictions and covenants in the course of leasehold right and enjoyment of Schedule 'C' Property.

- a] Not to raise any construction by way of addition or alterations to the said Schedule 'C' Property. However the LESSEE is at liberty to make internal partitions made up of light materials with in the Schedule 'C' Property.
- b] Not to use or permit the use of the said Schedule 'C' Property in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the building.
- c] Not to use the space in the land left open for parking any vehicle or to use the same in a manner

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*Chh*  
C.M. PATIL  
CHIEF ENGINEER

For Bangalore SPCA  
*Ramesh Babu*  
President



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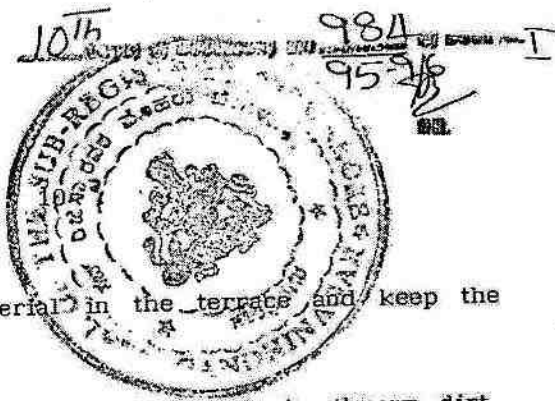
which might cause hinderance for the free ingress to or outgress from any part of the building.

- d) Not to default in the payment of any taxes or levies or expenses to be shared with the other owners in the building.
- e) Not to make any arrangements for the maintenance of the exterior of the said Schedule 'C' property or the common amenities therein otherwise by an agreement by the majority of other owners in the said building.
- f) Not to store in the said Schedule 'C' Property goods which are hazardous or combustible or considered objectionable by any authorities or dangerous or excessively heavy so as to affect or damage the construction of structure of the building.
- g) Not to carry or cause to be carried heavy package to the upper floors which are likely to damage the staircase, ladders, common passage or any other structure, or parts of the building wherein the said Schedule 'C' property is situated.
- h) Not to use or permit the use of the common passage and common staircase, either for storage or for use by servants at any time or hang their household clothes, linen, and other personal effects on the verandahs or above the parapet or railing level.
- i) Not to construct anything on the open terrace and keep the terrace always open to the sky and unbuilt upon.
- j) Not to construct anything on the open space or in the space meant for garden / lawn.

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*Chh*  
C.M. PATIL  
CHIEF ENGINEER

for Bangalore SPCA  
*Kanchelur*  
President



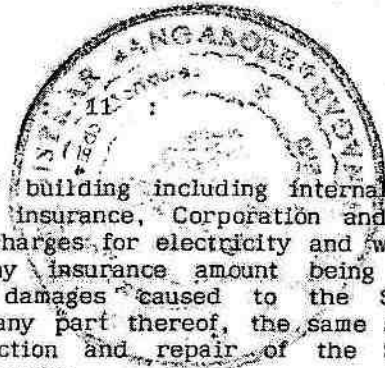


- k] Not to store material in the terrace and keep the terrace clean.
  - l] Not to throw or allow or suffer to be thrown dirt, rubbish, garbage, cigarettes and/or other refuse or permit the same to be thrown out of Schedule 'C' property or in the compound or any portion of the said building wherein the said Schedule 'C' Property is situated.
  - m] Not to cause any nuisance or health hazard to the other occupants of building.
  - n] To be bound by the rules or regulations governing the use of the common facilities as may be determined by the majority of apartment owners in the Schedule 'A' Property.
  - o] Not to decorate the exterior of the building and/or the said Schedule 'C' Property otherwise than in a manner agreed to by the majority of the Owners comprised in the said building.
  - p] Not to use the said Schedule 'C' property for any purpose which is prohibited in law or for any activity or in such a way as to cause nuisance, health hazard to others.
  - q] To take necessary steps to secure a separate Corporation Number for the Schedule 'C' Property as well as water and electricity meters and to make payment thereof and not to commit any default in the payment of water rates, electricity and other charges and also Corporation tax to the building constructed after the same is assessed to tax by the Corporation.
  - r] Not to park any vehicles in any part of the Schedule 'A' Property except in the parking areas specifically designated by the LESSOR.
- 13] Expenses to be borne by the LESSEE
- a] The LESSEE shall bear all expenses relating to the

For Bangalore SPCA  
*Randhawa*



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Schedule 'C' building including internal repairs and maintenance, insurance, Corporation and other taxes as well as charges for electricity and water. In the event of any insurance amount being received on account of damages caused to the Schedule 'C' building or any part thereof, the same shall be used in reconstruction and repair of the Schedule 'C' property / portion.

- b] The LESSEE shall also bear the following expenses in the proportion to the super built up area of the said Schedule 'C' Property.
    - i] Maintenance and replacement of pump sets, lifts and other machineries and electrical instruments common to the said building.
    - ii] Replacement of bulbs in corridors and other common places.
    - iii] Provision for watchman and security and any other special facility agreed upon by the LESSEE.
  - IV] Maintenance of common facilities.
  - c] In the event of any default by the LESSEE in making the necessary payment in regard to the above expenses the LESSOR or the Society after its formation shall have the right to deprive the LESSEE of the common amenities until the payments are made.
- 14] All communications issued by the LESSOR to the LESSEE shall be sent under certificate of posting to the address mentioned in this deed or such other address as may be notified to the LESSOR, and such posting will constitute sufficient proof of service.

FOR KERLOKAR INVESTMENTS AND FINANCE LTD.

*Chh*  
CHH. PATIL  
CHIEF ENGINEER

For Bangalore SPCA

*R...*  
President



- 15] The LESSEE shall be entitled to raise loans or otherwise charge or encumber the lease hold right of Schedule 'C' portion of the building provided, however the LESSEE alone shall be liable to discharge the same in full. No such charges or encumbrances shall be created so as to create any lien on any part of land comprised in Schedule 'A' property to the extent beyond the period of the lease herein granted, and all amounts due in respect of such charges shall be discharged prior to the expiry of the term herein granted and the LESSOR is to be fully indemnified from any claims.
- 16] The LESSEE shall at its cost get the Katha of Schedule 'C' property made in its name and shall also pay the property tax that may be fixed by the Corporation and revised from the time to time, and keep the LESSOR fully indemnified from such claims. The Lessee shall not be entitled to reimbursement of property tax paid to the Corporation in respect of Schedule 'C' Property.
- 17] In view of the LESSEE acquiring the leasehold right of the portion of building as specified in schedule 'C' at its cost, the LESSOR shall not have any right to terminate the lease of the Schedule 'B' portion granted to the LESSEE herein and/or to evict him from the Schedule 'C' portion on any ground during the period of 90 years as stipulated in this deed.
- 18] The LESSOR shall also not seek revision of rent from the LESSEE either by itself or through any competent authority during the period of 90 years stipulated herein, the parties to this deed confirms that there shall be no hike and/or revision in the rent stipulated herein.

SCHEDULE 'A'

All that property in the land bearing No.337, situated in Sampige Road, [II Main Road], Malleswaram, Bangalore - 560 003, measuring 120 feet + 116 feet East to West and North to South

72 feet + 84 feet

2

in all about 9204 square feet or about 856 square metres and bounded on the:

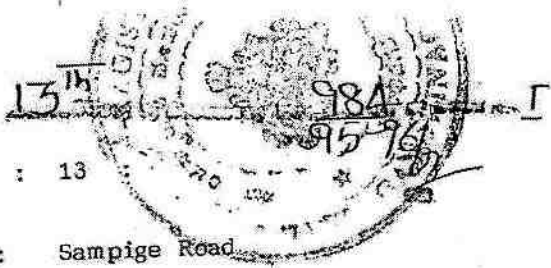
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*Chh*  
C.M. PATIL  
CHIEF ENGINEER

For Bangalore SPCA

*Ramesh Babu*  
President





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WEST BY : Sampige Road  
EAST BY : Narrow Road  
NORTH BY : Storm water drain  
SOUTH BY : Earlier part of the same property  
[Now used as Road].

SCHEDULE 'B'

An undivided 416.02 Sft. in the Schedule 'A' Property which measures in all 9204 Sft. or about 856 Sq.Mtrs.

SCHEDULE 'C'

The portion of building i.e. Commercial Apartment constructed on Schedule 'A' Property, i.e. known as 'Karuna Complex', in its First Floor-FF1 with super built area of 1300.00 Sq.ft. and more fully defined /delineated by letters 'A,B,C,D' in a copy of the sanctioned plan annexed hereto, along with the right of ingress and egress to the said portion from the main road, to use the passage, corridor, stair case, front open general area [excluding specified parking area earmarked for specific lessees] with right to take sanitary, water, electrical and telephone connections to the above portion of the Commercial apartment from the main service lines of the respective departments running through the Schedule 'A' Property to reach the above portion.

The market value of the leased portion of land and the built up area is Rs.13,75,000/- [Rupees Thirteen lakhs Seven Five only].

CAR PARKING

Covered car parking at the basement marked as B-2 measuring 14'6"x15'0".

FOR KIRLOSKAR INVESTMENTS AND FINANCE LTD.

  
C.M. PATIL  
CHIEF ENGINEER

For Bangalore SPCA

  
President



134-1  
95-96/3  
CB

: 14 :

IN WITNESS WHEREOF, the Lessor has executed this deed of lease in favour of the Lessee on the day, month and the year first above mentioned, at Bangalore



for THE BANGALORE SOCIETY FOR PREVENTION OF CRUELTY TO ANIMALS

For Bangalore SPCA  
*Ramchandra Rao*  
President  
LESSOR

WITNESSES:

1) *M<sup>rs</sup> Tulasi Ramchandra Rao*  
14/5 Palace Road, 13th Main Road  
Vasanthnagar, Bangalore 560052

FOR KIRLOSKAR INVESTMENTS AND FINANCE LTD.

*Ch. P. Patel*  
CH. P. PATEL  
CHIEF ENGINEER

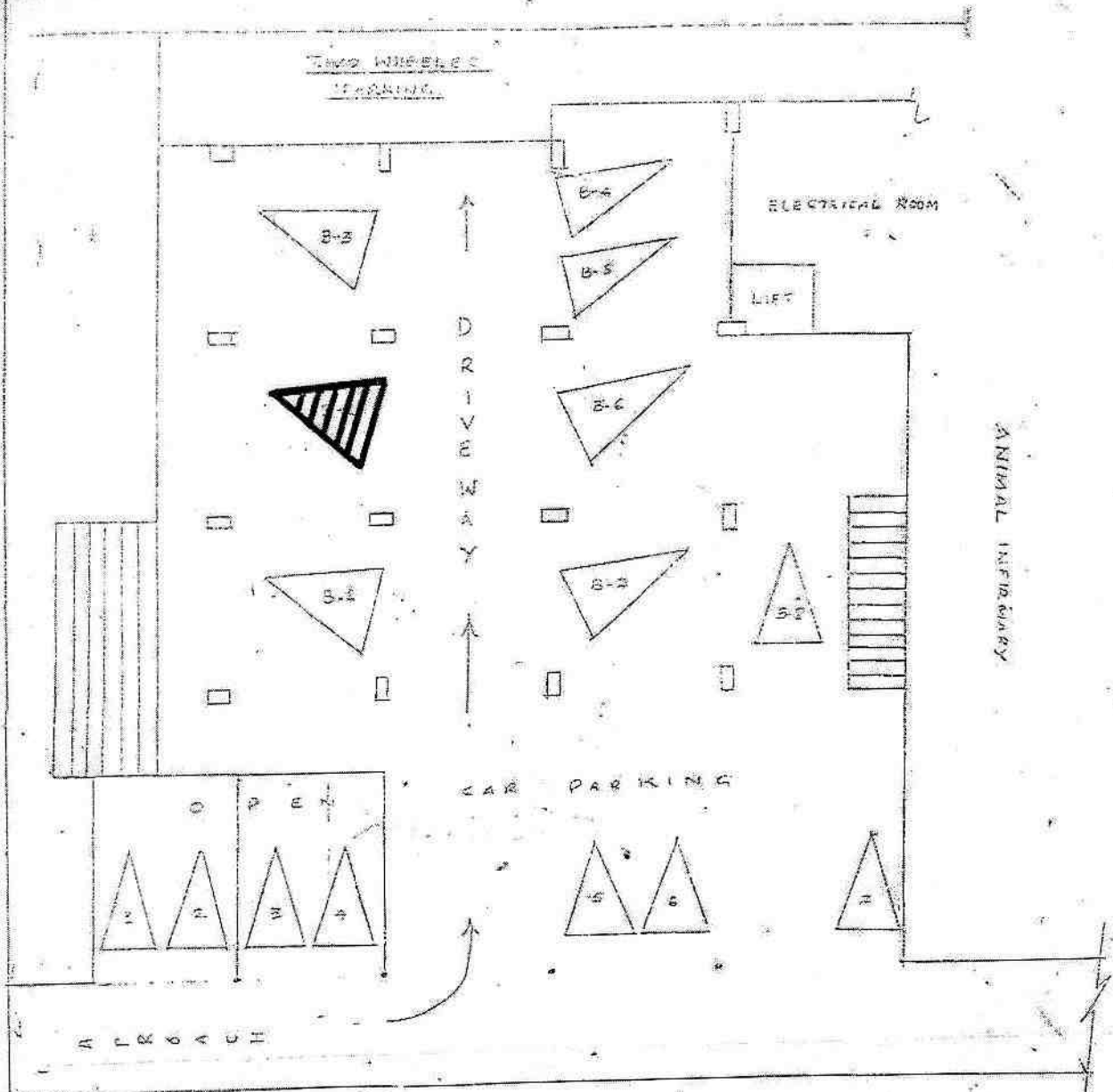
for KIRLOSKAR INVESTMENTS AND FINANCE LIMITED

2) *J. R. She*  
*(J. R. SHEKHAR)*  
83/2, 1st Floor, J. C. Road  
Bangalore.

LESSEE

*S. Gangappa*  
*B. Gangappa*  
**B. GANGAPPA.**  
B.A., B.L.  
ADVOCATE, R. No. 56/1954  
No. 38, K. G. Road  
BANGALORE - 560 009





For Bangalore SPCA for ASHUNIK DEVELOPERS

*Ramesh Rao*  
President

*Prasanna*  
FOR KILGOSAR INVESTMENTS AND FINANCE LTD.  
MANAGING PARTNER

*Chh*  
C.M. PATIL  
CHIEF ENGINEER

PLAN SHOWING THE ARRANGEMENT OF CAR PARKING IN THE BASEMENT OF THE KARUNGA COMPLEX AT 537, SAMPRE ROAD, HALLESHWARAH, BANGALORE.



3677

Lot-13

1000Rs.



DEED OF SALE

THIS DEED OF SALE made on this the 26th day of the month of December 1997, at Belgaum, BY (1) Smt. Vidyadevi w/o Vinayak Gaitonde, Age: Major, Occupation: Housewife, (2) Shri Sadashiv s/o Vinayak Gaitonde, Age: Major, Occupation: Service, both residing at 155/B, Budhwar Peth, Tilakwadi, Belgaum, represented by their Power of Attorney-holder Shri C.M.Patil, Chief Engineer, Power of Attorney-holder of Kirloskar Investments and Finance Ltd., having its Registered Office at Unity Buildings, Second Floor, "C" Block, J.C.Road, Bangalore, (hereinafter referred to as the "Vendors", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, assigns and successors-in-interest) of the One Part; AND (1) M/s. Kirloskar Investments and Finance Ltd., a Company incorporated under the Companies Act and having its Registered Office at Unity Buildings, Second Floor, "C" Block, J.C.Road, Bangalore, represented by Shri M. H. Belgaonkar, Branch Manager, Budhwar Peth, Tilakwadi, Belgaum, (hereinafter referred to as the "Purchaser", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its administrators, executors, assigns and successors-in-interest) of the Other Part:

..2..

Lot-13



No. 635 Rs. 1000/- 24-12-1995  
at H. No. 4123, Gavali Galli,  
Shri M. R. Kulkarni & Sons, Tal. & Dist. Belgaum by M. R. Kulkarni  
Since one sheet of Rs. 4900/- was not  
available minimum Seven sheets are supplied.

*M. R. Kulkarni*

*M. R. Kulkarni*  
M.R. KULKARNI  
STAMP VALUOR



- 2 -

WHEREAS the Vendors are the full and absolute owners of the property bearing C.T.S.No.155/B, admeasuring 836.12 sq.mts., situate at Budhwar Peth, Tilakwadi, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, bounded on the:

- East : by Deshmukh Road  
and Conservancy Road;
- West : by Budhwar Peth;
- North : by Budhwar Peth  
and Nath Pai Garden;
- South : by Private Property  
and Conservancy Road;

C.T.S.No.155/B within the above mentioned boundaries will hereinafter be referred to as "the Said Property".

AND WHEREAS with an intention to effect construction of a double-storeyed building over the Said Property, containing commercial premises, the Vendors made the necessary application to the Corporation of the City of Belgaum, enclosing therewith the building plan, and have obtained the necessary permission from the said Corporation pursuant to which the building has been completed and requisite Completion Certificate has been issued by the Corporation of the City of Belgaum, in No.CCB.PWD.BLD.SR.43/S/94-95 dated 10-11-1995;

..3..





- 3 -

AND WHEREAS the Vendors found it difficult to attend to the said construction and hence the construction was entrusted to the Purchaser in response to which the Purchaser has completed the construction work at Purchaser's own cost and is purchasing the premises constructed by them for their own use and occupation;

AND WHEREAS the Purchaser interested in constructing Premises No.3 (three) on the First Floor of the said building requested the Vendors to sell the undivided share in the land to them on condition that the Purchaser shall get the the premises mentioned above constructed at their own cost and pay to the Vendors an amount of Rs.80,815/- (Rupees eighty thousand eight hundred fifteen only) towards land cost, which proposal was accepted by the Vendors and accordingly the Purchaser have got the said premises constructed and hence this sale deed is executed.

Premises No.3 (three) together with the undivided interest in the land comprising in C.T.S.No.155/B and other rights and obligations of the parties hereto have been fully described in the Schedule hereunder written and the same will hereinafter be referred to as "the Schedule Property".

...4..



Sl. No. 635 Rs. 1000/- 24-12-1995

at H. No. 4123, Gavali Galli.

Shri M. K. Kulkarni Director + Finance W. T. M. H. Bhat

Since one sheet of Rs. 4900/- of available minimum seven sheets are supplied.

*M. K. Kulkarni*

*M. R. J. Kulkarni*  
M.R. J. Kulkarni  
STAMP VENDOR



- 4 -

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

BY THIS DEED OF SALE the Vendors do hereby convey, transfer and assign, unto the Purchaser by way of sale, the undivided share in the land in C.T.S.No.155/B to the extent of 23.09 sq.yds., for a consideration of Rs.80,815/- (Rupees eighty thousand eight hundred fifteen only) which amount has already been paid by the Purchaser to the Vendors before execution of this sale deed, the receipt whereof the Vendors hereby acknowledge and hence no separate receipt is necessary for having received the sale consideration amount and they discharge the Purchaser from the liability of paying the same;

AND all the right, title and interest, property claim and demand whatsoever of the said Vendors into and upon the said undivided share in the land is hereby conveyed unto the Purchaser TO HAVE AND TO HOLD THE SAME, and the Vendors do hereby covenant with the Purchaser that the Vendors have absolute and marketable title to the undivided share free from all encumbrances of whatsoever nature hereby conveyed or expressed so to be unto the Purchaser in the manner aforesaid;

AND THAT THE PURCHASER shall hereafter peaceably HOLD, USE and ENJOY the same absolutely and for ever without any

..5..





- 5 -

hindrance, interruption, claim or demand by or from the said Vendors or any other person whatsoever claiming under or through them, subject to the covenants contained in this deed, and the Vendors shall indemnify the Purchaser against all manner of claims, demands and actions by whatsoever persons made, advanced or instituted;

AND THAT THE SAID VENDORS, shall and will, from time to time, upon the request of the Purchaser do and execute, or cause to be done and executed all such acts, deeds and things whatsoever, for further and more perfectly assuring the said share unto the Purchaser and placing the Purchaser in actual possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required.

Any covenant by the Vendors in any deed or document of whatsoever nature, reducing/restricting/altering the rights of the Purchaser to the said share shall be void.

Expenses of stamp duty, registration charges, etc., of this transaction have been borne by the Purchaser.

..6..



Sl. No. 635 Rs. 1000/- sold on 26-12-79

at H. No. 4123, Gavali Galli, Belgaum

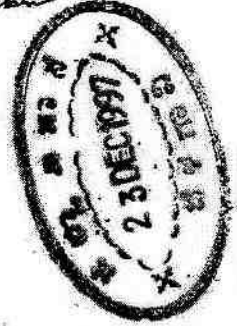
Shri M. K. Kulkarni Investment & Finance Ltd by M. H. Belgaumkar

Since one sheet of Rs. 4900/- was not available minimum seven sheets are supplied.

*M. H. Belgaumkar*

M. R. J. Kulkarni  
STAMP VENDOR

- 6 -



SCHEDULE

1. All that piece and parcel of land comprised in Premises No. 3 (three) admeasuring 634.50 sq.ft., located on the first floor of the building constructed in C.T.S.No.155/B, Budhwar Peth, Tilakwadi, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, within the jurisdiction of the Sub-Registrar, Belgaum, the said premises having been bounded on the:

East : by Premises No.4;  
West : by Premises No.2;  
North : by Deshmukh Road;  
South : by Common Passage and  
Common Toilet.

The above premises have been constructed by the Purchaser at their own cost.

2. The Vendors have sold to the Purchaser undivided ground area to the extent of 23.09 sq.yds., from out of C.T.S.No.155/B mentioned above. The Purchaser however, shall have no right of claiming partition and separate possession of the share mentioned above.

3. The stair-cases of the said building shall be used by the Purchaser along with the other owners/occupants and all persons claiming under them in common.

..7..





- 7 -

4. The water supply pipe-line upto and from the over-head tank shall be used by the Purchaser along with the other owners/occupants of the said building, and all persons claiming under them in common.

5. The Purchaser and the other owners of the said building shall look after the maintenance, upkeep, repairs, renovation of the following amenities/items provided in and around the said building by sharing the expenses in equal proportion.

1. Water supply pipe-line supplying water upto the over-head tank and from the tank to the respective premises.
2. Drainage pipe from the premises to the main drain.
3. Electricity supply line upto the said premises and around the building.
4. Maintenance of stair-cases, the open space around the building and the building as a whole.
5. Maintenance and replacement of pump-sets and other machinery, sanitary, electrical lines common to the said building.
6. Replacement of bulbs in corridors and other common places.



Sl. No. 635 Rs. 1000/- sold on 24-12-1997

at H. No. 4123, Gavali Galli.

Shri M. Kirlokar Investment Finance Ltd. High Main Building

Since one sheet of Rs. 4000/- is not

available minimum Seven sheets are supplied.



*M. Kirlokar*

M.R. KIRLOKAR  
STAMP VENDOR

- 8 -

7. Maintenance of potted plants in and around the building.
8. The terrace of the building.
6. All the floor ceilings between the individual premises and also walls between the adjoining individual premises shall jointly belong to the owners of respective premises proportionately.
7. Full right and liberty is given to the Purchaser and all persons claiming under/through the Purchaser in common with the owners/occupants of other premises and the persons claiming under/through them at all time, by day and night, and for all purposes, to go, pass and repass the stair-cases and passages inside and outside the said building.
8. Full right and liberty is given to the Purchaser and all persons claiming under/through the Purchaser to uninterrupted passage of running water, soil, gas and electricity from and to the said premises and the said building through the sewers, drains, water courses, cables, pipes and wires which now are or may at any time hereafter be in or under or passing through the said building or any part thereof.
9. The Purchaser shall have no right of making any structural alterations in the premises sold hereunder.

..9..





- 9 -

10. If the premises-owners of the said building decide to form an association or society for looking after the maintenance of the building, etc., it shall be obligatory for the Purchaser to become a member of the association/society, and the rules and regulations framed by such association/society shall be binding on the Purchaser.

11. In case the building is damaged, either due to earthquake or on account of any other reasons, the owners of the premises in the said building shall arrange to reconstruct the building in such a way that all the premises-owners will get area equal to the existing area in their respective occupation. All the premises-owners shall contribute in proportion to the areas in their respective occupation towards cost of construction. Any premises-owner/s, not in a position to contribute his/her/their share, shall be permitted to sell his/her/their share to any of the existing premises-owners or to any person of his/her/their choice at the market rate that would be prevailing as on the date of sale/negotiation. However, in case such premises-owner/s does/do not co-operate in the matter of sale of his/her/their share to any of the existing premises-owners or to an outsider, the other premises-owners may purchase the same in the name of any of the premises-owners or in the name of any other person of their choice through Court at the cost of such unco-operative owner/s.









- 11 -

15. The Purchaser shall arrange to get its name entered in all the Revenue Records in conformity with this sale deed at its own cost. The Vendors shall extend all co-operation to the Purchaser in this behalf.

16. The Vendors have put the Purchaser in actual physical possession of the premises mentioned above, and in possession of the common amenities, etc., as contained hereinabove.

17. This is the first sale transaction between the Vendors and the Purchaser in respect of the premises mentioned above and hence concessional stamp duty is paid on this deed as per Article 20 (2) of the Karnataka Stamp Act.

18. This transaction shall be governed by the provisions of Karnataka Apartment Ownership Act, 1972, and the Karnataka Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, Transfer) Act, 1972, as may be applicable.

19. The terms and conditions of this deed shall be binding on the parties hereto and their respective heirs, executors, assigns and successors-in-interest.

..12..



Sl. No. 635 Rs. 200/- Date 24-12-1997

at H. No. 4123, Gavali Galli, Belgaum

Shri Mp. Kirlokar & Sons + Finance Ltd. + M. H.

Since one sheet of Rs. 4900/- was not available minimum seven sheets are supplied.

M. H. Kirlokar

M. H. Kirlokar  
M.R. KAR  
STAMP VERIFICATION



PRESENTED at the Office of the  
Sub-Registrar of Belgaum  
between the hours of 12-30 PM

26 DEC 1997  
By Sri M. H. Kirlokar Pr. Hameed  
Mrs Kirlokar & Sons P. Ltd. Pr. Balagun

RECEIVED fees as follows 9220

Registration fees	10
Copying fees	5
Folios ( )	20
Endorsement fees	10
Postages	20
<b>Total</b>	<u>9220</u>



M. H. Kirlokar

26 DEC 1997

[Signature]  
Sub-Registrar, Belgaum.







- 12 -

IN WITNESS WHEREOF the parties hereto have subscribed their respective signatures unto this deed on the day, the month and the year first above mentioned at Belgaum.

Signed and delivered by the within-named Shri C.M.Patil, Power of Attorney-holder of Kirloskar Investments and Finance Ltd., and also as Power of Attorney-holder of the Vendors.

For Kirloskar Investment & Finance Ltd

*[Signature]*  
Authorized Signatory

Signed and delivered by the within-named Shri M.H. Belgaonkar for and on behalf of the Purchaser.

*[Signature]*

Witnesses:

1. *[Signature]*  
*[Signature]*  
M.R. Nilgbar

2. *[Signature]*  
*[Signature]*

Drafted and Dictated by:

*[Signature]*  
Advocate.

D. N. BONGALE, ADVOCATE  
2919, KHADE BAZAR, BILGAUM-2



Sl. No. 635 Rs. 2000 dated 24-12-1997  
at H. No. 4123, Gavali Gaji, Belgaum  
Shri M/s Kirloskar Investment & Finance Ltd. - by Mr. H. Rajender  
Since one sheet of Rs. 9900 was not  
available minimum 5000 sheets are supplied.

M. S. G. G. G.

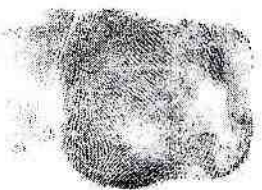
M.R. KIRLOSKAR  
STAMP VENDOR



Executing party admitted  
execution



M. S. G. G. G.



For Kirloskar Investment & Finance Ltd

C. W.  
Authorized Signatory

26 DEC 1997

Sub-Registrar, Belgaum

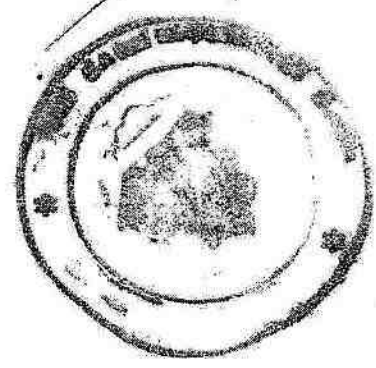
Identified by

Registered No. 3677 97-98.  
Pages 39 45.  
Volume No. Adf. 1500.  
Date 26/12/1997.

M. R. N. N. N.  
M.R. N. N. N.

A. S. I. I. I.  
A. S. I. I. I.

Sub-Registrar Belgaum



26 DEC 1997

Sub-Registrar, Belgaum





Lot-13 08/11/90 1000Rs.



DEED OF SALE

THIS DEED OF SALE made on this the 25th day of the month of October 1997, at Belgaum, BY (1) Smt. Vidyadevi w/o Vinayak Gaitonde, Age: Major, Occupation: Housewife, (2) Shri Sadashiv s/o Vinayak Gaitonde, Age: Major, Occupation: Service, both residing at 155/B, Budhwar Peth, Tilakwadi, Belgaum, represented by their Power of Attorney-holder Shri C.M.Patil, Chief Engineer, Power of Attorney-holder of Kirloskar Investments and Finance Ltd., having its Registered Office at Unity Buildings, Second Floor, "C" Block, J.C.Road, Bangalore, (hereinafter referred to as the "Vendors", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, assigns and successors-in-interest) of the One Part; AND (1) M/s. Kirloskar Investments and Finance Ltd., a Company incorporated under the Companies Act and having its Registered Office at Unity Buildings, Second Floor, "C" Block, J.C.Road, Bangalore, represented by Shri M. H. Belgaonkar, Branch Manager, Budhwar Peth, Tilakwadi, Belgaum, (hereinafter referred to as the "Purchaser", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its administrators, executors, assigns and successors-in-interest) of the Other Part:

..2..

C.L.L.



Sl. No. 492 Rs. 1000/- section 25-L-1997  
at H. No. 4123, Gavali Galli, Belgaum  
Shri M.R. Naluffkar Proprietor & Firm Ltd. 124 M.R. Naluffkar  
Since one sheet of Rs. 5320/- was not  
available minimum Eight sheets are supplied.



M.R. NALUFFKAR  
STAMP & SIGNATURE

- 2 -

WHEREAS the Vendors are the full and absolute owners of the property bearing C.T.S.No.155/B, admeasuring 836.12 sq.mts., situate at Budhwar Peth, Tilakwadi, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, bounded on the:

East : by Deshmukh Road  
and Conservancy Road;  
West : by Budhwar Peth;  
North : by Budhwar Peth  
and Nath Pai Garden;  
South : by Private Property  
and Conservancy Road;

C.T.S.No.155/B within the above mentioned boundaries will hereinafter be referred to as "the Said Property".

AND WHEREAS with an intention to effect construction of a double-storeyed building over the Said Property, containing commercial premises, the Vendors made the necessary application to the Corporation of the City of Belgaum, enclosing therewith the building plan, and have obtained the necessary permission from the said Corporation pursuant to which the building has been completed and requisite Completion Certificate has been issued by the Corporation of the City of Belgaum, in No.CCB.PWD.BLD.SR.43/S/94-95 dated 10-11-1995:

(112)

..3..





- 3 -

AND WHEREAS the Vendors found it difficult to attend to the said construction and hence the construction was entrusted to the Purchaser in response to which the Purchaser has completed the construction work at Purchaser's own cost and is purchasing the premises constructed by them for their own use and occupation;

AND WHEREAS the Purchaser interested in constructing Premises No.4 (four) on the First Floor of the said building requested the Vendors to sell the undivided share in the land to them on condition that the Purchaser shall get the the premises mentioned above constructed at their own cost and pay to the Vendors an amount of Rs.86,940/- (Rupees eighty six thousand nine hundred forty only) towards land cost, which proposal was accepted by the Vendors and accordingly the Purchaser have got the said premises constructed and hence this sale deed is executed.

Premises No.4 (four) together with the undivided interest in the land comprising in C.T.S.No.155/B and other rights and obligations of the parties hereto have been fully described in the Schedule hereunder written and the same will hereinafter be referred to as "the Schedule Property".

(66)

...4..



Sl. No. 492 Rs. 1000/- dated 25-10-1997  
at H. No. 4123, Gavali Galli, Belgaum, in  
Shri M. K. ...  
Since one sheet of Rs. 530/- was not  
available minimum Eight sheets are supplied.

M.R. JOCKAR  
STAMP VENDOR.

- 4 -

NOW THIS DEED OF SALE WITNESSETH AS UNDER:

BY THIS DEED OF SALE the Vendors do hereby convey, transfer and assign, unto the Purchaser by way of sale, the undivided share in the land in C.T.S.No.155/B to the extent of 24.84 sq.yds., for a consideration of Rs.86,940/- (Rupees eighty six thousand nine hundred forty only) which amount has already been paid by the Purchaser to the Vendors before execution of this sale deed, the receipt whereof the Vendors hereby acknowledge and hence no separate receipt is necessary for having received the sale consideration amount and they discharge the Purchaser from the liability of paying the same;

AND all the right, title and interest, property claim and demand whatsoever of the said Vendors into and upon the said undivided share in the land is hereby conveyed unto the Purchaser TO HAVE AND TO HOLD THE SAME, and the Vendors do hereby covenant with the Purchaser that the Vendors have absolute and marketable title to the undivided share free from all encumbrances of whatsoever nature hereby conveyed or expressed so to be unto the Purchaser in the manner aforesaid;

AND THAT THE PURCHASER shall hereafter peaceably HOLD, USE and ENJOY the same absolutely and for ever without any

..5..

(Signature)





- 5 -

hindrance, interruption, claim or demand by or from the said Vendors or any other person whatsoever claiming under or through them, subject to the covenants contained in this deed, and the Vendors shall indemnify the Purchaser against all manner of claims, demands and actions by whatsoever persons made, advanced or instituted;

AND THAT THE SAID VENDORS, shall and will, from time to time, upon the request of the Purchaser do and execute, or cause to be done and executed all such acts, deeds and things whatsoever, for further and more perfectly assuring the said share unto the Purchaser and placing the Purchaser in actual possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required.

Any covenant by the Vendors in any deed or document of whatsoever nature, reducing/restricting/altering the rights of the Purchaser to the said share shall be void.

Expenses of stamp duty, registration charges, etc., of this transaction have been borne by the Purchaser.

SCHEDULE

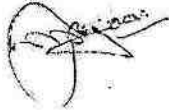
1. All that piece and parcel of land comprised in Premises


..6..

CCP7



Sl. No. 492 Rs. 1000/- sold on 25-10-1992  
at H. No. 4123, Gavali Galli, Belgaum, to  
Shri M. K. Kulkarni, Son of E. S. Kulkarni, W/o. M. R. Nalajken  
Since one sheet of Rs. 5320/- was not  
available minimum Eight sheets are supplied.



  
M.R. KULKARNI  
STAMP VENDOR

- 6 -

No.4 (four) admeasuring 634.50 sq.ft., located on the first floor of the building constructed in C.T.S.No.155/B, Budhwar Peth, Tilakwadi, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, within the jurisdiction of the Sub-Registrar, Belgaum, the said premises having been bounded on the:

- East : by premises of Vendors;
- West : by Premises No.3, Common  
Toilet and Common Passage;
- North : by Deshmukh Road;
- South : by property of Vendors.

The above premises have been constructed by the Purchaser at their own cost.

2. The Vendors have sold to the Purchaser undivided ground area to the extent of 24.84 sq.yds., from out of C.T.S.No.155/B mentioned above. The Purchaser however, shall have no right of claiming partition and separate possession of the share mentioned above.

3. The stair-cases of the said building shall be used by the Purchaser along with the other owners/occupants and all persons claiming under them in common.

..7..







- 7 -

E.A.

4. The water supply pipe-line upto and from the over-head tank shall be used by the Purchaser along with the other owners/occupants of the said building, and all persons claiming under them in common.

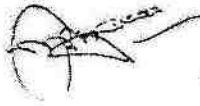
5. The Purchaser and the other owners of the said building shall look after the maintenance, upkeep, repairs, renovation of the following amenities/items provided in and around the said building by sharing the expenses in equal proportion.


1. Water supply pipe-line supplying water upto the over-head tank and from the tank to the respective premises.
2. Drainage pipe from the premises to the main drain.
3. Electricity supply line upto the said premises and around the building.
4. Maintenance of stair-cases, the open space around the building and the building as a whole.
5. Maintenance and replacement of pump-sets and other machinery, sanitary, electrical lines common to the said building.
6. Replacement of bulbs in corridors and other common places.

0007



Sl. No. 499 Rs. 1000/- sold on 25-10-1990  
at H. No. 4123, Gavali Galli, Belgaum, to  
Shri M. K. Kulkarni & Family through M. R. N. Kulkarni  
Since one sheet of Rs. 5320/- was not  
available minimum Eight sheets are supplied.



  
M.R. KULKARNI  
STAMP VENDOR

- 8 -

7. Maintenance of potted plants in and around the building.
8. The terrace of the building.
6. All the floor ceilings between the individual premises and also walls between the adjoining individual premises shall jointly belong to the owners of respective premises proportionately.
7. Full right and liberty is given to the Purchaser and all persons claiming under/through the Purchaser in common with the owners/occupants of other premises and the persons claiming under/through them at all time, by day and night, and for all purposes, to go, pass and repass the stair-cases and passages inside and outside the said building.
8. Full right and liberty is given to the Purchaser and all persons claiming under/through the Purchaser to uninterrupted passage of running water, soil, gas and electricity from and to the said premises and the said building through the sewers, drains, water courses, cables, pipes and wires which now are or may at any time hereafter be in or under or passing through the said building or any part thereof.
9. The Purchaser shall have no right of making any structural alterations in the premises sold hereunder.

..9..







- 10 -

person of their choice through Court at the cost of such unco-operative owner/s.

12. The Purchaser shall not claim any right of parking its vehicle just in front of the premises sold hereunder but shall park the same anywhere in the area around the building, within the compound of the said building wherein parking lot is provided, but without causing inconvenience to the free movement of the occupants of the building.

13. Water charges in respect of the bills received from the Municipal Authorities shall be shared by all the owners of the said building in equal proportion.

14. All future taxes, cesses, etc., in respect of the premises sold hereunder shall be borne by the Purchaser alone, whereas taxes, cesses, etc., in respect of the common amenities and ground area, if any, shall be shared by the Purchaser proportionately with the other co-owners of the premises. However, till the premises sold hereunder is separately assessed for municipal and other taxes, all the purchasers/owners shall contribute equally towards the same, irrespective of the area in their respective occupation.

...11..

all





- 11 -

15. The Purchaser shall arrange to get its name entered in all the Revenue Records in conformity with this sale deed at its own cost. The Vendors shall extend all co-operation to the Purchaser in this behalf.

16. The Vendors have put the Purchaser in actual physical possession of the premises mentioned above, and in possession of the common amenities, etc., as contained hereinabove.

17. This is the first sale transaction between the Vendors and the Purchaser in respect of the premises mentioned above and hence concessional stamp duty is paid on this deed as per Article 20 (2) of the Karnataka Stamp Act.

18. This transaction shall be governed by the provisions of Karnataka Apartment Ownership Act, 1972, and the Karnataka Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, Transfer) Act, 1972, as may be applicable.

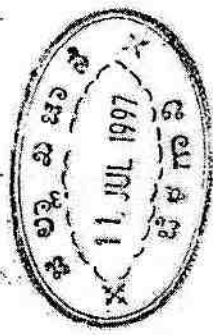
19. The terms and conditions of this deed shall be binding on the parties hereto and their respective heirs, executors, assigns and successors-in-interest.

..12..

CCD



Sl. No. 492 Rs. 60/- sold on 25-10-1997  
 at H. No. 4123, Gavali Galli, Belgaum, to  
 Shri M. K. Indurkar W. of Finance Dept. M. R. Nilgunde  
 Since one sheet of Rs. 5320/- was not  
 available minimum Eight sheets are supplied.



*[Handwritten signature]*

*[Handwritten signature]*  
 M.R. INDURKAR  
 STAMP VENDOR

PRESENTED at the Office of the  
 Sub-Registrar of Belgaum  
 between the hours of 25 OCT 1997

M. K. Indurkar

RECEIVED fees as follows:

Registration fees	24	10
Copying fees	3	12
Folio (	2	10
Endorsement fees	2	10
Formnet	2	10
<b>Total</b>		<b>42/05</b>



*[Handwritten signature]*

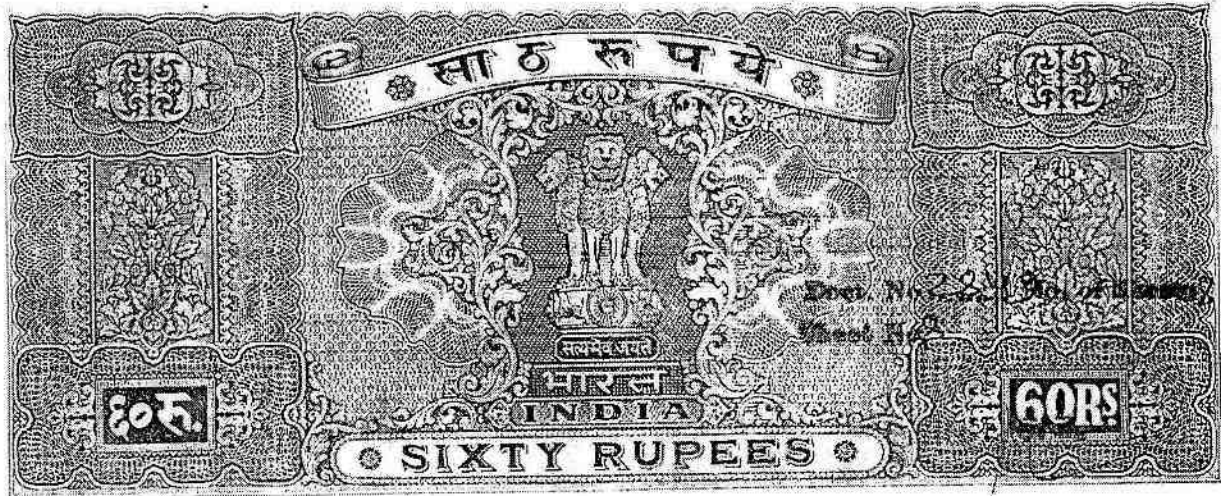
25 OCT 1997

*[Handwritten signature]*  
 Sub-Registrar, Belgaum.

RECEIVED BY  
 M. K. Indurkar  
 W. of Finance Dept. M. R. Nilgunde  
 25 OCT 1997  
 42/05

Made out by M. R. Indurkar  
 Stamp Vendor  
 25 OCT 1997





- 12 -

IN WITNESS WHEREOF the parties hereto have subscribed their respective signatures unto this deed on the day, the month and the year first above mentioned at Belgaum.

Signed and delivered by the within-named Shri C.M.Patil, Power of Attorney-holder of Kirloskar Investments and Finance Ltd., and also as Power of Attorney-holder of the Vendors.

*C.M. Patil*

Signed and delivered by the within-named Shri M.H. Belgaonkar for and on behalf of the Purchaser.

*M.H. Belgaonkar*

Witnesses:

1. *[Signature]*

2. *[Signature]*

Drafted and Dictated by:

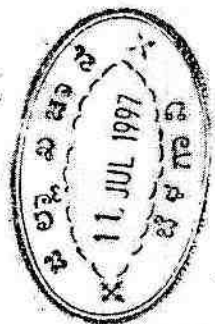
*[Signature]*

Advocate.

D. N. BONGALE, ADVOCATE  
2919, KHADI BAZAR, BELGAUM



Sl. No. 492 Rs. 60/- sold on 25-10-1997  
at H. No. 4123, Gavali Galli, Belgaum, to  
Shri M. R. Nilgaj  
Since one sheet of Rs. 53201 was not  
available minimum 53201 sheets are supplied.



*M. R. Nilgaj*  
M.R. NILGAJ  
STAMP VENDOR

Recording party  
specimen



Cal

25 OCT 1997

Sub-Registrar, Belgaum.

Registered No. 2849 of 97-98  
Page 64 of 71  
Volume No. AdI 1481  
No. 25-10-1997

Identified by

*M. R. Nilgaj*

*M. R. Nilgaj*  
M.R. NILGAJ

25 OCT 1997

Sub-Registrar, Belgaum.



3647  
0708

1000Rs.



DEED OF SALE

THIS DEED OF SALE made on this the 26th day of the month of December 1997, at Belgaum, BY (1) Smt. Vidyadevi w/o Vinayak Gaitonde, Age: Major, Occupation: Housewife, (2) Shri Sadashiv s/o Vinayak Gaitonde, Age: Major, Occupation: Service, both residing at 155/B, Budhwar Peth, Tilakwadi, Belgaum, represented by their Power of Attorney-holder Shri C.M.Patil, Chief Engineer, Power of Attorney-holder of Kirloskar Investments and Finance Ltd., having its Registered Office at Unity Buildings, Second Floor, "C" Block, J.C.Road, Bangalore, (hereinafter referred to as the "Vendors", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include their respective heirs, executors, assigns and successors-in-interest) of the One Part; AND (1) M/s. Kirloskar Investments and Finance Ltd., a Company incorporated under the Companies Act and having its Registered Office at Unity Buildings, Second Floor, "C" Block, J.C.Road, Bangalore, represented by Shri M. H. Belgaonkar, Branch Manager, Budhwar Peth, Tilakwadi, Belgaum, (hereinafter referred to as the "Purchaser", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its administrators, executors, assigns and successors-in-interest) of the Other Part:



Sl. No. 635 Rs. 1000/- , 24-12-1997

at H. No. 4123, Gavali Galli.

Shri M. R. N. Kar Stamp Vendor Belgaum U.S. + M. N. Belgaum

Since one sheet of Rs. 4900/- is not available minimum Seven sheets are supplied.

M. R. N. Kar

M. R. N. KAR  
STAMP VENDOR



- 2 -

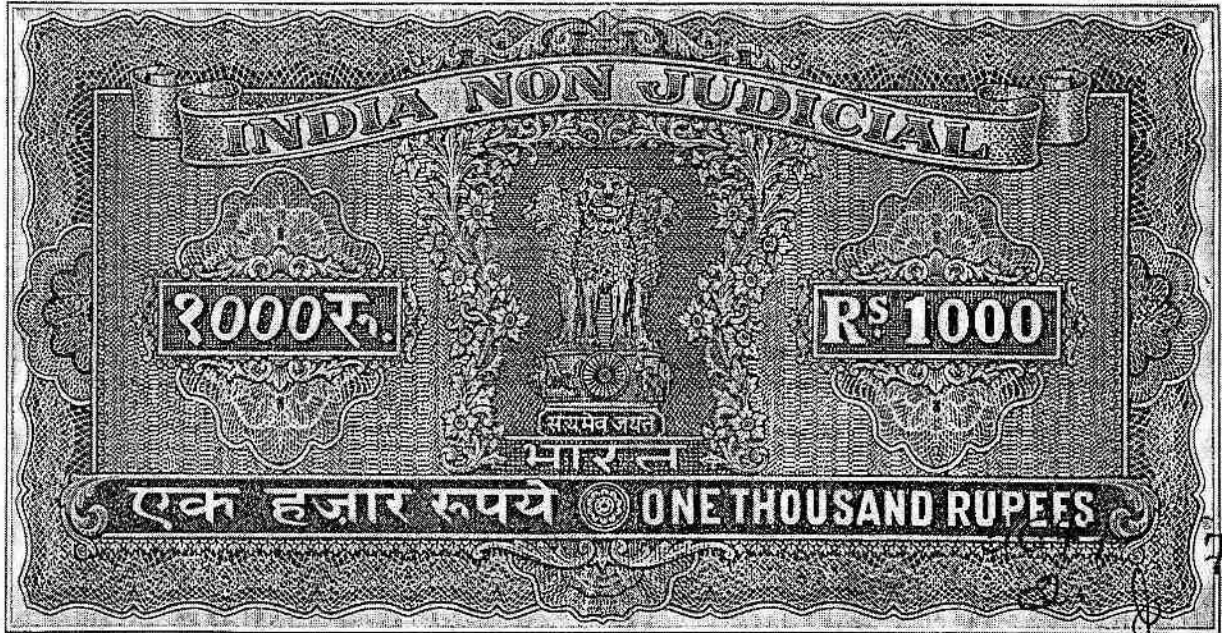
WHEREAS the Vendors are the full and absolute owners of the property bearing C.T.S.No.155/B, admeasuring 836.12 sq.mts., situate at Budhwar Peth, Tilakwadi, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, bounded on the:

- East : by Deshmukh Road  
and Conservancy Road;
- West : by Budhwar Peth;
- North : by Budhwar Peth  
and Nath Pai Garden;
- South : by Private Property  
and Conservancy Road;

C.T.S.No.155/B within the above mentioned boundaries will hereinafter be referred to as "the Said Property".

AND WHEREAS with an intention to effect construction of a double-storeyed building over the Said Property, containing commercial premises, the Vendors made the necessary application to the Corporation of the City of Belgaum, enclosing therewith the building plan, and have obtained the necessary permission from the said Corporation pursuant to which the building has been completed and requisite Completion Certificate has been issued by the Corporation of the City of Belgaum, in No.CCB.PWD.BLD.SR.43/S/94-95 dated 10-11-1995;





- 3 -

AND WHEREAS the Vendors found it difficult to attend to the said construction and hence the construction was entrusted to the Purchaser in response to which the Purchaser has completed the construction work at Purchaser's own cost and is purchasing the premises constructed by them for their own use and occupation;

AND WHEREAS the Purchaser interested in constructing Premises No.3 (three) on the First Floor of the said building requested the Vendors to sell the undivided share in the land to them on condition that the Purchaser shall get the the premises mentioned above constructed at their own cost and pay to the Vendors an amount of Rs.80,815/- (Rupees eighty thousand eight hundred fifteen only) towards land cost, which proposal was accepted by the Vendors and accordingly the Purchaser have got the said premises constructed and hence this sale deed is executed.

Premises No.3 (three) together with the undivided interest in the land comprising in C.T.S.No.155/B and other rights and obligations of the parties hereto have been fully described in the Schedule hereunder written and the same will hereinafter be referred to as "the Schedule Property".



Sl. No. 635 Rs. 1000/- 24-12-1997  
at H. No. 4123, Gavali Galli.

Shri M. K. Kulkarni Director & Finance LT. The M. H. B. Dept.

Since one sheet of Rs. 4300/-  
available minimum Seven sheets are sufficient.

*M. K. Kulkarni*

*M. R. J. Kulkarni*  
M.R. J. KULKARNI  
STAMP VENDOR



NOW THIS DEED OF SALE WITNESSETH AS UNDER:

BY THIS DEED OF SALE the Vendors do hereby convey, transfer and assign, unto the Purchaser by way of sale, the undivided share in the land in C.T.S.No.155/B to the extent of 23.09 sq.yds., for a consideration of Rs.80,815/- (Rupees eighty thousand eight hundred fifteen only) which amount has already been paid by the Purchaser to the Vendors before execution of this sale deed, the receipt whereof the Vendors hereby acknowledge and hence no separate receipt is necessary for having received the sale consideration amount and they discharge the Purchaser from the liability of paying the same;

AND all the right, title and interest, property claim and demand whatsoever of the said Vendors into and upon the said undivided share in the land is hereby conveyed unto the Purchaser TO HAVE AND TO HOLD THE SAME, and the Vendors do hereby covenant with the Purchaser that the Vendors have absolute and marketable title to the undivided share free from all encumbrances of whatsoever nature hereby conveyed or expressed so to be unto the Purchaser in the manner aforesaid;

AND THAT THE PURCHASER shall hereafter peaceably HOLD, USE and ENJOY the same absolutely and for ever without any





- 5 -

hindrance, interruption, claim or demand by or from the said Vendors or any other person whatsoever claiming under or through them, subject to the covenants contained in this deed, and the Vendors shall indemnify the Purchaser against all manner of claims, demands and actions by whatsoever persons made, advanced or instituted;

AND THAT THE SAID VENDORS, shall and will, from time to time, upon the request of the Purchaser do and execute, or cause to be done and executed all such acts, deeds and things whatsoever, for further and more perfectly assuring the said share unto the Purchaser and placing the Purchaser in actual possession of the same according to the true intent and meaning of these presents as shall or may be reasonably required.

Any covenant by the Vendors in any deed or document of whatsoever nature, reducing/restricting/altering the rights of the Purchaser to the said share shall be void.

Expenses of stamp duty, registration charges, etc., of this transaction have been borne by the Purchaser.



Sl. No. 635 Rs. 1000/- dated 24-12-1990

at H. No. 4123, Gavali Galli.

Shri M.P. Kirulkar Investment & Finance Ltd by

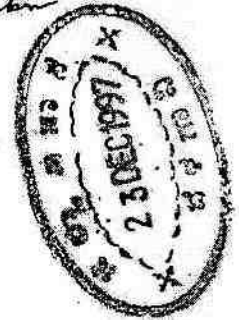
Since one sheet of Rs. 4900/- of  
available minimum Seven sheets are supplied.

M.H. Belgankar

M.H. Belgankar

M. R. J. KIRULKAR  
STAMP VENDOR

- 6 -



#### SCHEDULE

1. All that piece and parcel of land comprised in Premises No.3 (three) admeasuring 634.50 sq.ft., located on the first floor of the building constructed in C.T.S.No.155/B, Budhwar Peth, Tilakwadi, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, within the jurisdiction of the Sub-Registrar, Belgaum, the said premises having been bounded on the:

- East : by Premises No.4;  
West : by Premises No.2;  
North : by Deshmukh Road;  
South : by Common Passage and  
Common Toilet.

The above premises have been constructed by the Purchaser at their own cost.

2. The Vendors have sold to the Purchaser undivided ground area to the extent of 23.09 sq.yds., from out of C.T.S.No.155/B mentioned above. The Purchaser however, shall have no right of claiming partition and separate possession of the share mentioned above.

3. The stair-cases of the said building shall be used by the Purchaser along with the other owners/occupants and all persons claiming under them in common.





- 7 -

4. The water supply pipe-line upto and from the over-head tank shall be used by the Purchaser along with the other owners/occupants of the said building, and all persons claiming under them in common.

5. The Purchaser and the other owners of the said building shall look after the maintenance, upkeep, repairs, renovation of the following amenities/items provided in and around the said building by sharing the expenses in equal proportion.

1. Water supply pipe-line supplying water upto the over-head tank and from the tank to the respective premises.
2. Drainage pipe from the premises to the main drain.
3. Electricity supply line upto the said premises and around the building.
4. Maintenance of stair-cases, the open space around the building and the building as a whole.
5. Maintenance and replacement of pump-sets and other machinery, sanitary, electrical lines common to the said building.
6. Replacement of bulbs in corridors and other common places.



Sl. No. 635 Rs. 1000/- dated 24-12-1997

at H. No. 4123, Gavali Gaffi.

Shri M. Kirlokar Investment Finance Ltd. Thp. M. H. B. Belgaon

Since one sheet of Rs. 4900/- is not

available minimum Seven sheets are supplied.

*M. Kirlokar*

M. R. KIRLOKAR  
STAMPED SIGNATURE



- 8 -

7. Maintenance of potted plants in and around the building.
8. The terrace of the building.
6. All the floor ceilings between the individual premises and also walls between the adjoining individual premises shall jointly belong to the owners of respective premises proportionately.
7. Full right and liberty is given to the Purchaser and all persons claiming under/through the Purchaser in common with the owners/occupants of other premises and the persons claiming under/through them at all time, by day and night, and for all purposes, to go, pass and repass the stair-cases and passages inside and outside the said building.
8. Full right and liberty is given to the Purchaser and all persons claiming under/through the Purchaser to uninterrupted passage of running water, soil, gas and electricity from and to the said premises and the said building through the sewers, drains, water courses, cables, pipes and wires which now are or may at any time hereafter be in or under or passing through the said building or any part thereof.
9. The Purchaser shall have no right of making any structural alterations in the premises sold hereunder.

..9..





- 9 -

10. If the premises-owners of the said building decide to form an association or society for looking after the maintenance of the building, etc., it shall be obligatory for the Purchaser to become a member of the association/society, and the rules and regulations framed by such association/society shall be binding on the Purchaser.

11. In case the building is damaged, either due to earthquake or on account of any other reasons, the owners of the premises in the said building shall arrange to reconstruct the building in such a way that all the premises-owners will get area equal to the existing area in their respective occupation. All the premises-owners shall contribute in proportion to the areas in their respective occupation towards cost of construction. Any premises-owner/s, not in a position to contribute his/her/their share, shall be permitted to sell his/her/their share to any of the existing premises-owners or to any person of his/her/their choice at the market rate that would be prevailing as on the date of sale/negotiation. However, in case such premises-owner/s does/do not co-operate in the matter of sale of his/her/their share to any of the existing premises-owners or to an outsider, the other premises-owners may purchase the same in the name of any of the premises-owners or in the name of any other person of their choice through Court at the cost of such unco-operative owner/s.



Sl. No. 635 Rs. 5700/- dated 24-12-1992

at H. No. 4123, Gavali Galli, B...

Shri M. K. Kulkarni Investments & Finance Ltd. type M.H. Belgam

Since one sheet of Rs. 4500/- was not available minimum five sheets are supplied.

*M.H. Belgam*

MR. KULKARNI  
STAMP  
- 10 -

12. The Purchaser shall not claim any right of parking its vehicle just in front of the premises sold hereunder but shall park the same anywhere in the area around the building, within the compound of the said building wherein parking lot is provided, but without causing inconvenience to the free movement of the occupants of the building.

13. Water charges in respect of the bills received from the Municipal Authorities shall be shared by all the owners of the said building in equal proportion.

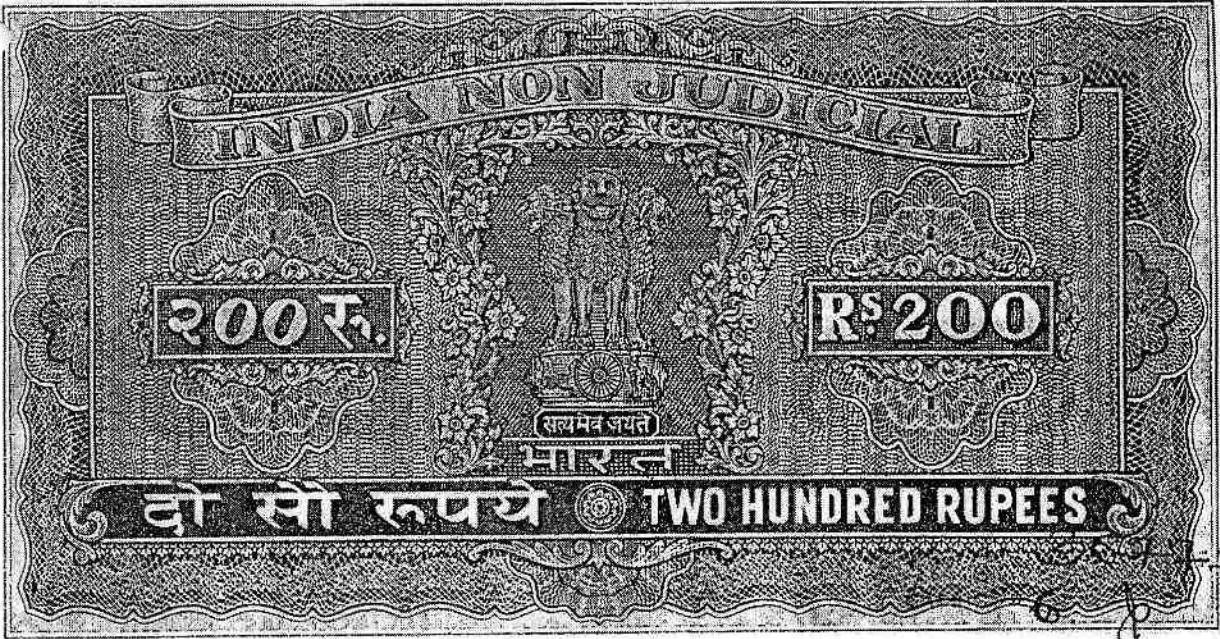
14. All future taxes, cesses, etc., in respect of the premises sold hereunder shall be borne by the Purchaser alone, whereas taxes, cesses, etc., in respect of the common amenities and ground area, if any, shall be shared by the Purchaser proportionately with the other co-owners of the premises. However, till the premises sold hereunder is separately assessed for municipal and other taxes, all the purchasers/owners shall contribute equally towards the same, irrespective of the area in their respective occupation.

...ll..

*M.H. Belgam*  
22800/... *Twenty two thousand eight hundred*  
*0400318 26/12/92*  
*for enhanced*  
*manuel: Value of Rs. 3,80,000/-*

MR. KULKARNI  
STAMP





- 11 -

15. The Purchaser shall arrange to get its name entered in all the Revenue Records in conformity with this sale deed at its own cost. The Vendors shall extend all co-operation to the Purchaser in this behalf.

16. The Vendors have put the Purchaser in actual physical possession of the premises mentioned above, and in possession of the common amenities, etc., as contained hereinabove.

17. This is the first sale transaction between the Vendors and the Purchaser in respect of the premises mentioned above and hence concessional stamp duty is paid on this deed as per Article 20 (2) of the Karnataka Stamp Act.

18. This transaction shall be governed by the provisions of Karnataka Apartment Ownership Act, 1972, and the Karnataka Ownership Flats (Regulation of the Promotion of Construction, Sale, Management, Transfer) Act, 1972, as may be applicable.

19. The terms and conditions of this deed shall be binding on the parties hereto and their respective heirs, executors, assigns and successors-in-interest.

...12..



SJ. No. 635 Rs. 200/- ... 24-12-1997

at H. No. 4123, Gavali Galli.

Shri Mr. Kirloskar Investments + Finance Ltd. Hyderabad

Since one sheet of Rs. 4900/- ... of Belgaum  
available minimum seven sheets are supplied.

M. S. G. G. G.

M.R. ...  
STAMP ...



PRESENTED at the Office of the  
Sub-Registrar of Belgaum  
between the hours of ... 12-30 PM

By Sri M. H. Belgamkar Per. M. S. G. G. G.  
M/S Kirloskar Investments + Finance Ltd. Belgaum Per. Belgaum

RECEIVED fees as follows

Registration fees	Rs.	10
Copying fees	"	5
Folios	"	00
Endorsement fees	"	00
Postages	"	00
Total		<u>15</u>



M. S. G. G. G.

26 DEC 1997

[Signature]  
Sub-Registrar, Belgaum.



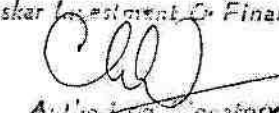


- 12 -


IN WITNESS WHEREOF the parties hereto have subscribed their respective signatures unto this deed on the day, the month and the year first above mentioned at Belgaum.

Signed and delivered by the within-named Shri C.M. Patil, Power of Attorney-holder of Kirloskar Investments and Finance Ltd., and also as Power of Attorney-holder of the Vendors.

For Kirloskar Investment & Finance Ltd


  
Authorized Signatory

Signed and delivered by the within-named Shri M.H. Belgaonkar for and on behalf of the Purchaser.



Witnesses:


1.

  
(M.R. Nilgaur)

2.



Drafted and Dictated by:

  
Advocate.

D. N. BONGALE, ADVOCATE  
2919, KILADI BAZAR, BELGAUM



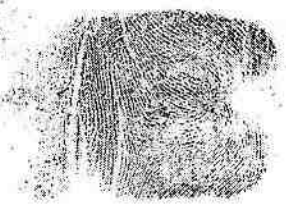
Sl. No. 635 Rs. 200L date 24 Dec 1997  
at H. No. 4123, Gavali Galli, ...  
Shri M. R. Kirloskar Investment & Finance Ltd. ...  
Since one sheet of Rs. 49001 was not  
available minimum 5000 sheets are supplied.

M. R. Kirloskar

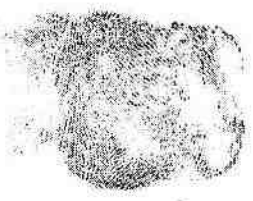
M. R. Kirloskar  
M.R. KIRLOSKAR  
STAMP VENDOR



Executing party's  
execution



M. R. Kirloskar



For Kirloskar Investment & Finance Ltd

C. W.  
Authorised Signatory

26 DEC 1997

Sub-Registrar, Belgaum

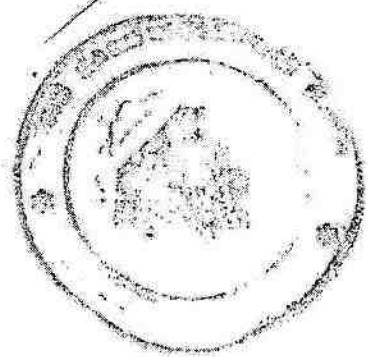
Identified by

Registered No. 3677 97-98  
Pages 39 of 45  
Volume No. Adt. 1500  
dt. 26/12/1997

M. R. Kirloskar

A. S. ...

...



26 DEC 1997

Sub-Registrar, Belgaum



— 204-13.

5000Rs. 10



1232  
87-95

4138  
 Date, ...  
 Date, ...  
 Date, ...  
 Date, ...

SALE DEED OF OFFICE

SALE CONSIDERATION RS. 3,56,400/-

THIS DEED OF SALE IS MADE AND EXECUTED THIS 30<sup>th</sup> DAY OF JANUARY  
 1995 AT BELGAUM BY AND BETWEEN.





श्री. स. स. श. 8  
 श्री. स. स. श. 9  
 श्री. स. स. श. 2  
 श्री. स. स. श. 3

Page: 2

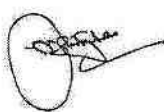
M/s PARASMANI BUILDERS AND DEVELOPERS PVT. LTD., a private limited company incorporated under the Indian Companies Act 1956, having its registered office at 104, Havelock Road, Camp, Belgaum, hereinafter referred to as "THE BUILDERS" or "THE GRANTOR" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors in title and assigns) through its Director Shri. Sandeep Jayantilal Shah of the FIRST PART.

AND

M/s KIRLOSKAR INVESTMENT AND FINANCE LTD., BANGALORE, a company incorporated under the Indian Companies Act 1956, having its registered office at IInd Floor, 'C' Block, Unity Buildings, J.C. Road, Bangalore - 560 002, represented by its Chief Engineer Mr. Chandrashekhar Martandrao Patil, hereinafter referred to as "THE PURCHASER" (which term wherever the context permits shall include their successors, assigns, legal representatives, executors and administrators) of the SECOND PART.



ಬೆಂಗಳೂರು ನಗರ ಪಾಲಿಕೆ  
ನಗರ ಪಾಲಿಕೆ  
ಒಳಗಡೆ

  
A.D. 1992.

No. 397/9  
S.P.O.  
K. Lakshmi Suresh Babu of Mysore  
BO (Urb. M.R. Mysore)

24/9/92  
  
A.D. 1992.



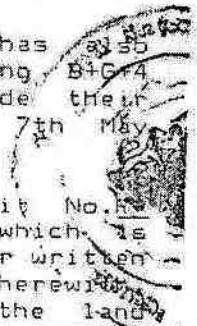
Page: 3

WHEREAS the landowners are absolute owners well and sufficiently entitled to all that piece or parcel of land situated, lying and being within the Registration, District and Taluka Belgaum, and bearing C.T.S. No.1161/1A admeasuring 1060.20 Sq.metres C.T.S. No.1171/1A admeasuring 365.88 Sq.metres and C.T.S. No.1313/1A admeasuring 147.99 Sq.metres, totally admeasuring 1571.07 Sq.metres and hereinafter referred to as "THE SAID PROPERTY", and more particularly described in "SCHEDULE A" written hereunder.

AND WHEREAS the Belgaum Urban Development Authority has granted permission to construct a multi-storeyed building for B+G+4 (Basement + Ground + Four) in the said property vide their Commencement Certificate No.BUDA/PLN/OC/91-92/MS-24 dated 13th April 1992.

AND WHEREAS the Corporation of the City of Belgaum has granted permission to construct a multi-storeyed building B+G+4 (Basement + Ground + Four) in the said property vide their Commencement Certificate No.PWD/BLD.SR.9/C.92-93 dated 7th May 1992.

AND WHEREAS the Grantor agreed to sell the Office Unit No. 22,23,24 situated on First Floor of the said complex, which is described more particularly in the Schedule 'B' hereunder written and delineated in Red colour lines in the plan attached herewith together with the undivided percentage of ownership in the land and other general common areas and facilities and hereinafter referred to as "the said apartment" for the total price of Rs.3,56,400/- (Rupees Three lacs fifty six thousand four hundred only).







3  
 3  
 3

Page: 4

AND WHEREAS this is the first instrument of conveyance executed between the GRANTORS of the first part and PURCHASERS of the second part pertaining of the 1.572% undivided interest in Schedule 'A' property and Office Unit No.F-22,23,24 as mentioned in Schedule 'B'.

AND WHEREAS the Purchaser has inspected and occupied the Apartment described in the Schedule 'B' hereunder written and has been situated about its conditions and quality of construction.

AND WHEREAS the Grantor has handed over the possession of the said Office unit No.F-22,23,24 to the purchaser before the execution of these presents on 30-01-1995.

AND WHEREAS the Purchaser will be paying the taxes and entire outgoings of the said Apartment to the Corporation of the City of Belgaum and to other concerned authorities and the name of the Purchaser will be entered in the record of the Corporation of the City of Belgaum as Owner and Occupier thereof.

AND WHEREAS the Purchaser will enjoy the said Apartment as the owner thereof and its joint possession of the open land and general common areas and facilities along with the other Apartment owners in the said complex subject to the provisions of the said Bye-laws, and also subject to the rights reserved by the Grantor.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

That in pursuance and in consideration of the sum of Rs.3,56,400/- (Rupees Three lacs fifty six thousand four hundred only) paid from time to time before the date of execution of these presents by the Purchaser to the Grantor, the receipt whereof the Grantor does hereby admit and acknowledge and of and



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ಪುಸ್ತಕದ...

...ಬೀದಿ ಪರಿಷತ್, ಬೆಂಗಳೂರು.

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*K. Lakshmi Narayanaiah of Mysore*  
*and*  
*Dr. Theerthappa N. N. Wilepka*

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...ಬೀದಿ ಪರಿಷತ್, ಬಿ. ಬಿ.  
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...ಬೀದಿ ಪರಿಷತ್, ಬೆಂಗಳೂರು



from the same and every part thereof release and discharge the Purchaser from every liability thereof, the Vendor does hereby sell, convey assign and transfer to the Purchaser all that Apartment bearing Office unit No.F-22,23,24 situated on the First Floor in the said building known as RADIO COMPLEX which is more particularly described and shown in the plan annexed hereto and therein delineated by Red coloured boundary lines and which building is situated on the said land described hereinafter in the Schedule 'A' written hereunder in these presents, together with undivided interest in the general common areas and facilities attached to the said Office as defined and belonging or otherwise appertaining or usually held or occupied, together also with all the benefits and advantages of the covenants running with the land and contained in the previous documents of title relating to the said land, hereditaments and premises given herein before and all the estate, right, title, interest, property, claim and demand whatsoever at law, equity of the Grantor of in and from the said Apartment every part thereof, TO HAVE AND TO HOLD ALL and singular the said Apartment, hereby assigned the transferred UNTO AND TO THE USE of the Purchaser forever for any lawful purpose and subject to the payment of all the future taxes, rates, assessments, dues, duties and outgoings that may hereafter become payable to the Government or the Corporation of the City of Belgaum to pay any other local or public body or authority in respect thereof and subject to the rules, regulations, orders, laws, notifications for the time being in force which the Purchaser ought to have observed and performed. THE GRANTOR DOES HEREBY COVENANT with the Purchaser that the Grantor has not at any time here to before done, executed, omitted or knowingly or wilfully permitted, suffered or had been party or privy to any act, deed, matter or thing whereby, by reason of or means whereof the same or part thereof are, is, shall or may be charged, encumbered, impeached or prejudicially affected in estate, title or otherwise howsoever.





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The Grantor undertakes and agrees to execute at the request and costs of the Purchaser further and more deeds, documents, assurances, writings and things for more perfectly assuring the said property to the Purchaser.

The expenses in respect of stamp duty, registration fees, legal charges and all other incidental and out of pocket expenses that are or may be incurred for the execution of this Indenture have been and/or shall be paid and borne by the Purchaser.

That the Grantor has sold the said Office Unit No.F-22,23,24 to the Purchaser subject to the right of construction of additional storey/s or structures or units on the existing building by utilising balance Floor Area Ratio, if any, or by utilising increased Floor Area Ratio that may increase in future. In that event the grantor shall have a right to enter into the land and building and shall have the right to enter into and avail the common areas and facilities in the land and building and the Purchaser, his heirs, assigns, nominees will not prohibit the Grantor from putting additional structures or storey/s and or from availing the common areas and facilities.

That the purchaser is well aware about the common areas and facilities and limited common areas and facilities, his rights, restrictions on his rights which are given in Schedules C,D,E,F & G written hereunder : And the Purchaser will not claim any right in addition or advance to the right, title and interest written in Schedule C,D,E,F, & G written hereinafter by executing this Sale Deed.

That the purchaser shall carry out all the repairs and maintainance work of the apartment sold to him at his own cost from the date of execution of these presents and always keep the said apartment in repaired and tenatable condition.



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All the other terms and conditions which are not repugnant to the terms and conditions of these presents but agreed by and between the Grantor and the Purchaser by executing the Agreement of sale of Office unit No.F-22,23,24 on First Floor will remain in force and shall be fully in effect and binding on the Grantors and Purchaser in future also.

SCHEDULE - 'A'

All that piece and parcel of land together with all rights, appertences and easements thereto situate, lying and being at Shivaji Road, Belgaum, within the limits of the Corporation of the City of Belgaum, Taluka and District Belgaum, and within the jurisdiction of the Sub-Registrar, Belgaum having City Survey Number, Measurement and boundaries as follows :-

- Bearing C.T.S. No. 1161/1A, admeasuring 1060.20 Sq.metres,
C.T.S. No. 1171/1A, admeasuring 362.88 Sq.metres,
C.T.S. No. 1313/1A admeasuring 147.99 Sq.metres.
Totally admeasuring 1571.07 Sq.metres.

at Belgaum and bounded as follows :

- On or towards the East : By Shivaji Road & C.T.S. No.1313/1C
On or towards the West : By Municipal Road & C.T.S. No. 1161
On or towards the North : By C.T.S. No. 1313 & C.T.S. No.1161
On or towards the South : By C.T.S. No. 1161/1B/1







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Page: 8

## SCHEDULE - 'B'

An undivided share to the extent of 1.572% of the Schedule 'A' property measuring 265.74 Sq.ft. (i.e. 24.69 Sq.mtrs.) and Office self contained unit No.F-22,23,24 situated on First Floor of the multistoreyed building known as the "RADIO COMPLEX" measuring 918.37 Sq.ft. (i.e. 48.17 Sq.mts.) built up area excluding Balcony, with individual interest in the common areas and facilities provided for the Apartment holders in the said multistoreyed building except such area and facilities as may be reserved for or exclusive to any other Apartment in the same multistoreyed Building. The Office is marked in the annexed plan and delineated in

## SCHEDULE - 'C'

The purchaser shall have the following rights in respect of the Schedule 'A' property and the building being constructed thereon.

1. Full right and liberty for the Purchaser and all persons authorised or permitted by the Purchaser (in common with all other persons entitled permitted or authorised to the like right) at all time by day or by night and for all purposes to go, pass and re-pass the staircase and the passage inside and outside the said building being constructed on Schedule 'A' property and the construction described in Schedule 'B' hereto.



ORDERED THAT THE DEED BE RECORDED  
IN THE OFFICE OF THE COUNTY CLERK  
OF THE COUNTY OF LOS ANGELES

*[Handwritten signature]*  
COUNTY CLERK

*[Handwritten signature]*

594/19  
3060  
*For the Special Investment of [unclear]*  
*through Mr. H. Wilber*

24,970

*[Handwritten signature]*



Page: 9

2. Full right and liberty to the person referred to supra in common with all other persons with or without motor car other permitted vehicles at all times, day and night, and for all purposes to go pass by pass over the land appurtenant to the said building being constructed on Schedule 'A' property.

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

4. The right to free, uninterrupted passage for running water, soil, gas and electricity, from and to the said building and to the Schedule 'B' apartment through the sewers, drains, and water sources, cables, pipes and wires which now are, or may at any time hereafter be in, under or passing through the said building or any part thereof.

5. The right of passage for the Purchaser and Purchaser's agent or workmen to the other parts of the said building as also to the water tanks for cleaning, repairing or maintaining the same at all reasonable times after due notice to the Purchasers concerned.

6. Right of passage for the Purchaser and Purchaser's agent or workmen to the other parts of the said building at all reasonable times and on the notice to the concerned Purchasers to enter into and upon parts of the said building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains, water sources, cables, pipes and wires with as little disturbance as possible and making good any damage caused.





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Page 10

7. Right to lay cables or wires through common wall or passage for radio, television, telephone and such other installations, however have due regard to the similar rights of the other Purchasers.

8. Subject to payment for common facilities and services, the right to enjoy the common services and facilities provided in the said building, including common toilet on first floor.

9. Right for the Purchaser, his servants, workmen and agents at all reasonable times on notice to the concerned Purchaser/s to enter into and upon other parts of the Schedule 'A' property or the building erected thereon for the purpose of repairing, maintaining, renewing, altering, or rebuilding the said building and or the Schedule 'B' apartment or any part of the building giving subjacent or lateral support shelter or protection to the building and or the Schedule 'B' apartment.

10. Right to do all or any of the acts aforesaid without notice in the case of an emergency.

SCHEDULE - 'D'

RESTRICTIONS ON THE RIGHT OF THE PURCHASER

The Purchaser so as to bind himself, his successors in interest, heirs and assigns and with the consideration of promotion and protecting his rights and interest as the owner of the Schedule



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'B' apartment and in consideration of the covenants of the Builders binding the owners of the other Apartments in the said building, hereby agrees to be bound by the following restrictions and covenants :

1. Not to raise any construction in addition to that mentioned in Schedule 'B' above.
2. Not to use or permit the use of construction referred to Schedule 'B' above in a matter which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the Building.
3. Not to use the space in the land described in Schedule 'A' above left open after the construction of the building for parking any heavy vehicles or to use the same in a manner which might cause hindrance for the free ingress to or egress from any other part of the building.
4. Not to default in the payment of any taxes or levies or expenses to be shared with the other owners of the apartments under the said scheme.
5. Not to decorate the exterior of the said building and/or the Schedule 'B' Apartment otherwise than in a manner agreed to by the majority of owners of apartment comprised in the said building.







Page: 12

6. Not to make any arrangements for the maintenance of the exterior of the said building or the common amenities therein other than that agreed to by all the other owners of the Apartment in the said building and in default of such arrangements by the majority of such owners through the Builders.

SCHEDULE - "E"

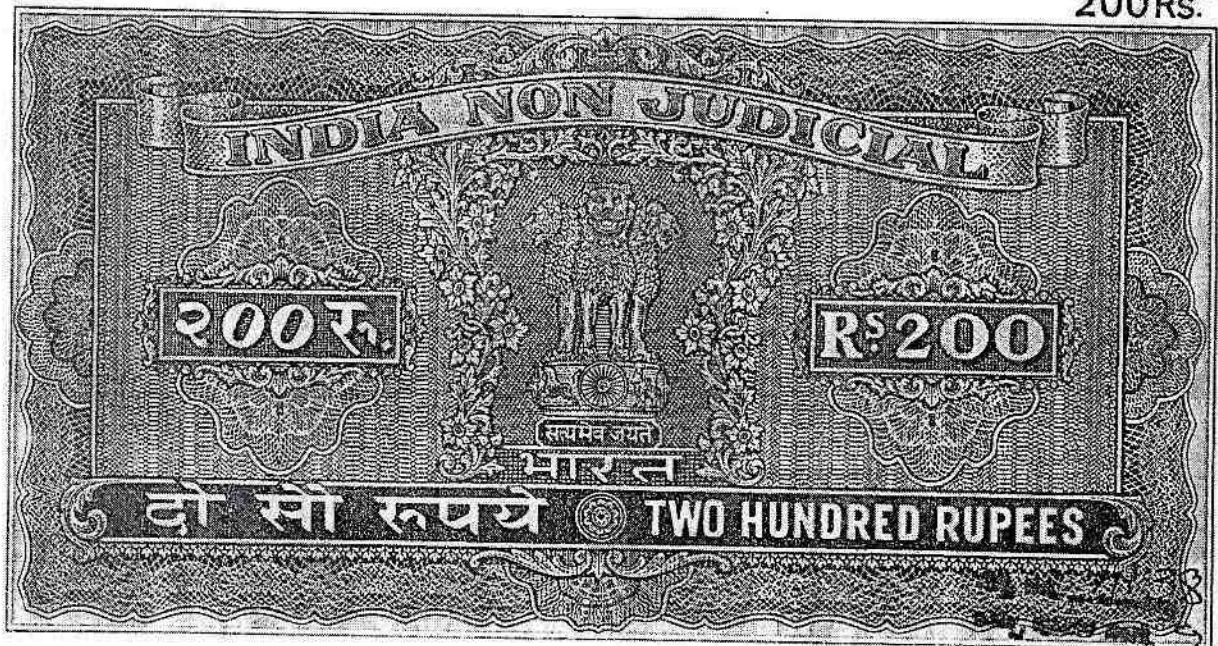
The Purchaser shall bear the proportionate share of the following expenses :

1. All rates and outgoings payable if any in respect of the Schedule "A" property and the building thereon. Untill such time as the said apartment is separately assessed for the payment of all rates, taxes and outgoings, the Purchaser shall keep deposited with the Builders his proportionate share of the said taxes within seven (7) days on demand from the Builders. The decision of the Builders in respect of the contribution of the Purchaser of his proportionate share shall be final and conclusive and binding on the Purchaser and the Purchaser shall not have a right to challenge or dispute the said decision of the Builders.
2. The expenses of routine maintenance of the said building including painting, white washing, cleaning, etc., and provisions of the new common services to the building as set out below.
  - a) Maintenance and replacements of pump sets and other machinery, sanitary, electric lines common to the said building.









Page: 14

- e. Purchaser shall pay his share in expenses of insurance premium for insuring the building and his apartment for the loss or damage that cause from fire, earthquake or any other natural calamities.

SCHEDULE - 'F'

The common areas and facilities in the multi-storeyed building referred to in Schedule 'B' above shall mean :

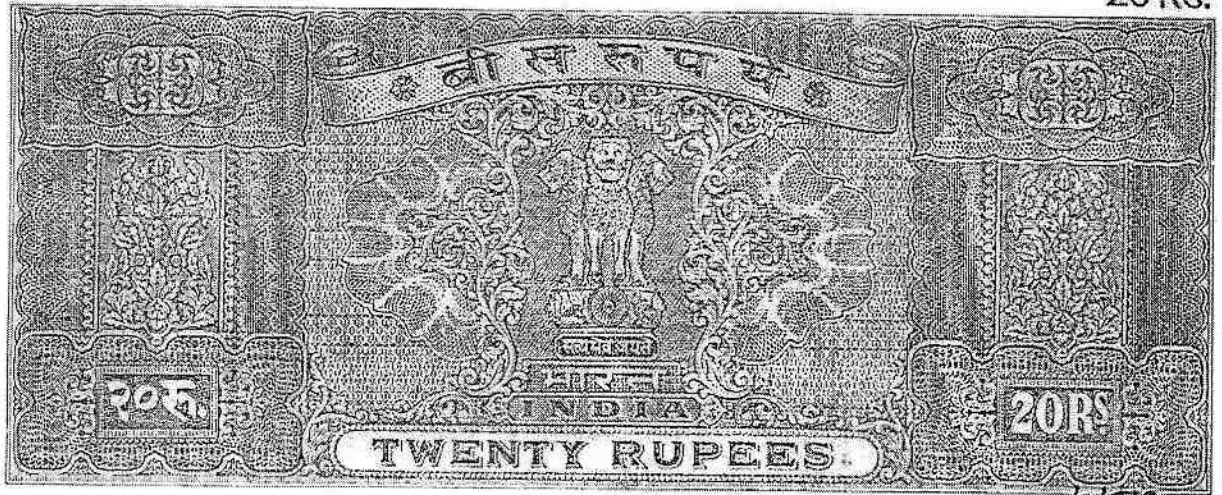
- a. The Floor Area Ratio consumed in respect of the Schedule 'A' property except such portion thereof as may be reserved for or exclusive to any other shops/offices and subject to the rights reserved to the Builders.
- b. The foundations, columns, girders, beams, supports, main walls, roof, corridors, foyers, lobbies, passages, stairways, entrance and exit of the building.
- c. The way of ingress to and outgress from the Schedule 'A' property to and from roads.
- d. Installations of central services like power, light, sewerages, drainage, sanitations, and drinking water connection on each floor.







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Page: 16

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands on the day and year hereinabove mentioned.

SIGNED, SEALED AND DELIVERED BY GRANTOR  
M/S PARASMANI BUILDERS AND DEVELOPERS PRIVATE LTD.

through its director,  
Shri. Sandeep Jayantilal Shah.

For ~~Swaroopam Construction Pvt. Ltd.~~  
For Parasmani Builders & Developers Pvt. Ltd.  
Director  
Director

SIGNED AND DELIVERED BY WITHIN NAMED PURCHASER  
M/S. KIRLOSKAR INVESTMENTS & FINANCE LTD.  
through its Chief Engineer  
Shri. Chandrashekhar Mantandrao Patil

For Kirloskar Investment & Finance Ltd.  
Authorized Signatory

IN THE PRESENCE OF  
1. *(Signature)*  
(B.D. Haldar)

GTS P'scheme R.C. Nagar  
Belgaum  
DRAFTED AND DICTATED BY

P.S.  
(L. NO. DR. DW/6/60)



Sub-Registrar of Belgaum  
Belgaum

*[Signature]*

Sub-Registrar, Belgaum.

*[Signature]*

397/9

Kirloskar Investment & Finance Ltd  
100, Church St, Wiltshire

397/9

*[Signature]*

Sub-Registrar, Belgaum.

PRESENTED at the Office of the  
Sub-Registrar of Belgaum

between the hours of ... .. 4.30

31 JAN 1995  
Chandrashekar

RECEIVED fees as follows

Registration fees	Rs	1100
Copying fees	"	4
Folios (	"	2
Endorsement fees	"	2
Postages	"	2
<b>Total</b>		<b>1110</b>



Identified by  
*[Signature]*  
Chandrashekar  
31 JAN 1995

*[Signature]*  
Sub-Registrar, Belgaum.

For Kirloskar Investment & Finance Ltd.

*[Signature]*  
Authorized Signatory  
31 JAN 1995

Copy of map or plan  
accompanying the document  
registered at S. No. 4138 of 19  
of Book No. 1 - Vol 35  
Page 248 Date 31 JAN 1995

*[Signature]*  
Sub-Registrar, Belgaum.  
Executing party  
For Kirloskar Investment & Finance Ltd.

*[Signature]*  
Sub-Registrar, Belgaum.

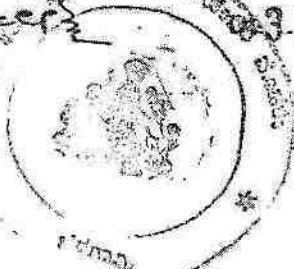
*[Signature]*  
Authorized Signatory

Registered No. 4138 of 94-95  
Pages 27 to 95  
Volume No. ADI 1232  
31 JAN 1995

For Parasmani Builders & Developers Pvt. Ltd.

*[Signature]*  
Director

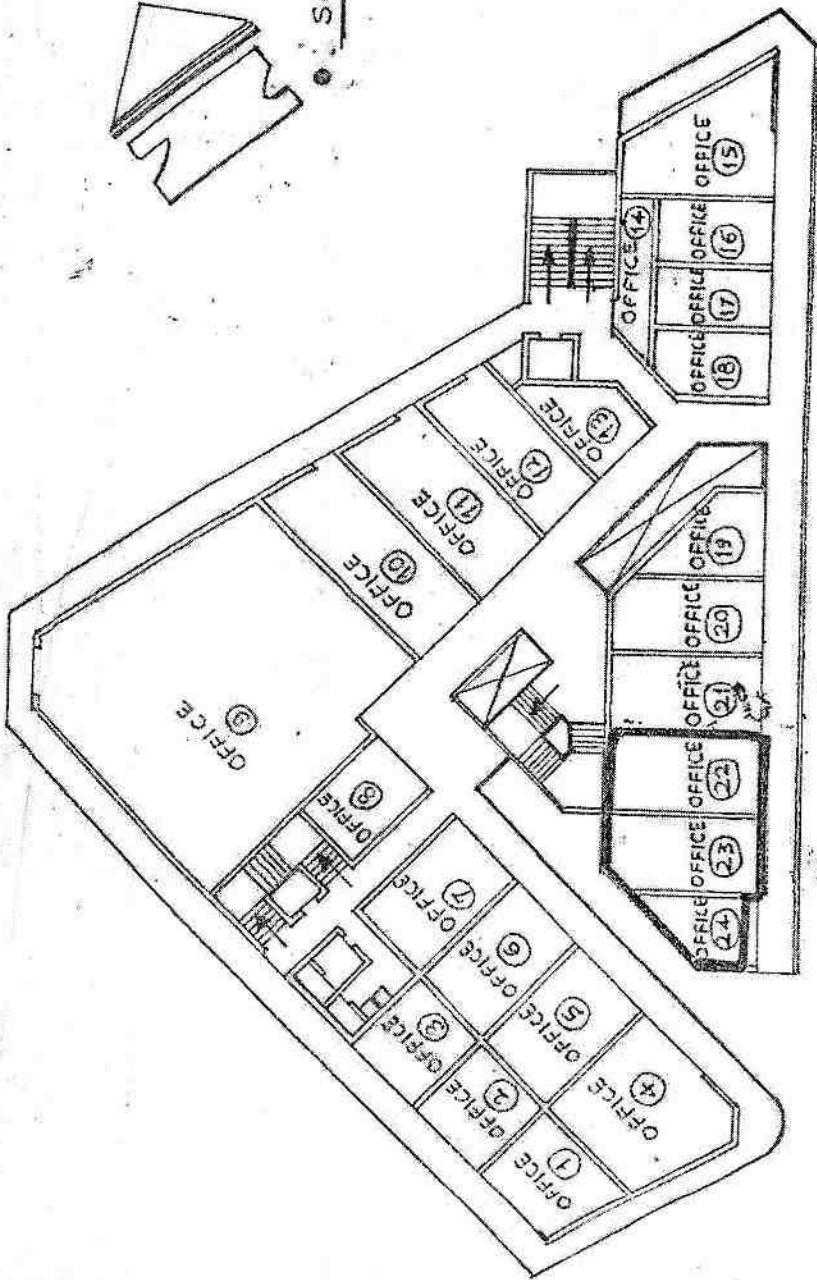
31 JAN 1995



*[Signature]*  
Sub-Registrar, Belgaum.

*[Signature]*  
Sub-Registrar, Belgaum.





SCALE - 1" TO 20'-0"

For Parasmani Builders & Developers Pvt. Ltd.

*[Signature]*  
Director

For Kinlesh Investment & Finance Ltd.

*[Signature]*  
Authorized Signatory

FIRST FLOOR PLAN

UNIT NO. **F-22-23-24**

AREA IN 518.37 SFT. (48.17 Sqm.) Building

PROPOSED RADIO COMPLEX AT C.S.NO.  
1313/1A, 1171/1A, 1161/1A FOR PARASMANI  
BUILDERS AND DEVELOPERS PVT.LTD.BELGAUM.

CONSTRUCTION MANAGEMENT CONSULTANTS,  
ARCHITECTS AND ENGINEERS  
1524/C LAXMIPURI KOLHAPUR,



copy of map or plan  
accompanying the document  
registered at S. No. 4138 of 1995  
of Book No. I - Vol. 35

Page 248 Date 31-1-1995

Sub-Registrar, Belgaur.

Registered No. 4138 of 94-95  
Pages 87 to 95  
Volume No. A/E 1232  
Dt. 31-1-1995

Sub-Registrar, Belgaur.



Lot-15

5000Rs.



144

LOT NO. 15



66.00/-

G. K. Hubli.

31-3-1992

U.C. Declaration NO. 1378/91-92. Dated 31/3/92

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For Stamp duty and  
Registration the undivided  
share in Land  
is valued at: Rs 96,650=00

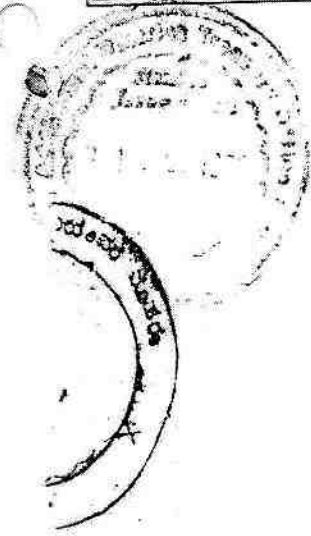
SALE DEED OF UNDIVIDED SHARE IN LAND ONLY.

THIS DEED OF ABSOLUTE SALE OF 7.73 % share,  
right in the land only is executed on this the  
31st day of March 1992 BY AND BETWEEN (Smt. Shantabai  
W/o late V.K. Shevade & (2) Sharad s/o late V.K. Shevade

111



5000Rs.



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 21-3-1952  
 Hubli  
 (5 pm)

- 2 -

both residents of 44, Tadpatri lane, Hubli  
 represented by their G.F.A. holder  
 Sri. C.M. Patil, Manager, Property development,  
 Kirloskar Investments & Finance Ltd. Unity Building  
 C Block, II Floor, J.C. Road, Bangalore, hereinafter  
 called the VENDORS which term wherever the context





S. A. Mabb

10600/

31-3-09  
C. K. I. E. L. ... R. L. ...

Form

313-08

permits shall mean and include their  
 heirs, successors, assigns, legal rep-  
 resentatives, executors and administrators)  
 on ONE PART:



500Rs. 4



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11605/82  
S. R. Hubli  
S. R. Hubli

21-3-82  
S. R. Hubli

- 4 -

ANI

Kirloskar Investments and Finance Ltd.,  
Unity Building, C. Block II Floor, J.C. Road,  
Bangalore by its Local Asst. Branch Manager:  
Sri. R.T. Kulkarni,

hereinafter called the PURCHASER which term

Represented by chairman  
K. A. Swami



100Rs.



11500/-  
 31-3-1984  
 H. A. Hubli  
 31-3-1984

- 5 -

wherever the context permits shall mean and include his heirs, successors, assigns, legal representatives, executors and administrators) on the OTHER PART:

WHEREAS, the Vendors herein are the true and lawful owners of the property bearing CTS No.122/43



Draft No GWA 1  
No. of Sheets 6/14  
A. R. Kulkarni  
Hubli

and situated in ward No.III, Deshpande Nagar, Hubli, (more fully described in the Schedule written hereunder and hereinafter called the Schedule "A" property The vendors have entered into a development agreement with Kirloskar Investments & finance Ltd. of a company having its Registered office in Unity Buildings, Bangalore, (hereinafter called the Builder) for development of the Schedule property into apartments/ office shops blocks. 6

WHEREAS the Builder herein developed a scheme to construct apartments on Schedule A property as per approved plan and permission NO.HEC-224/BIL/90 dated 05-02-90 granted by, The Urban Development Authority of Hubli Dharwad & Municipal Corporation.

WHEREAS, the purchaser by agreement contracted with the Builder herein whereby the Builder was obliged to obtain 7.73 % of undivided interest in Schedule A property so that the Purchaser could have the construction referred to in Schedule 'B' (hereinafter called the Schedule "B" apartment/office Block through the Builder with rights, liabilities and restrictions in the enjoyment thereof as mentioned in the schedule thereto. The builder has completed the construction of the building and has already delivered the possession of the Schedule 'B' Apartment) to the purchaser. The Purchaser is the owner of Schedule B Block.







Book No 6441  
Vol of Sheets 8/10  
S. R. Habib

lien or court proceedings and that all taxes, levied upto this date respect thereof have been paid and the vendors undertake to discharge any such amount found levied or leviable upto this date.

8

AND THAT THE VENDORS do hereby further assure the purchaser/s that the Vendors shall do or cause to be done all such acts, deeds and things the purchaser/ may reasonably require, however at the cost of the Purchaser/s for more perfectly assuring the undivided interest in the Schedule A property hereby conveyed, granted, transfered or sold UNTO the purchaser/s.

AND THAT the Vendors do hereby assure the purchasers that the vendors shall not convey to any person any interest in the Schedule A property without annexing thereto the stipulations contained in the schedules hereto.



PROVIDED always the Vendors or persons claiming through under or in trust for the vendors shall have the right to endorse the stipulations contain in the schedules hereto.

AND THAT the vendors and the purchaser/s do hereby agree to abide by the stipuations contained in the schedules hereto.



Doc. No 644/2  
No of Sheets 9/14  
S. R. Hubli

SCHEDULE 'A'

Only 7.73 % share in all that piece and parcel of land bearing CTS No.122/43, Ward No.III, Deshpande Nagar Hubli bounded on the:

East by: CTS No.63-B of Nagashettikoppa

West by: Municipal Road

North by: Plot No.156

South by: Vacant land

thus in all measuring 894.5 sqft. Sq.Yards.

SCHEDULE 'B'

Apartment/Office Block/Shop No. 4 in First floor, in the Multi Storeyed building constructed in the property in Schedule A hereto (including one half portion in depth of the joints between the ceiling of the block and the floors of the blocks above it and internal walls and external walls between such levels) consisting office block and measuring 1111.Sq.ft. built area.

SCHEDULE 'C'

RIGHTS OF THE PURCHASER:

The purchaser shall have following rights in respect of the Schedule 'A' property and the building constructed thereon:

1. Full right and liberty for the purchaser and all persons authorised or permitted by the purchaser(in



Doc No 6411  
No of Sheets 10/14  
S. S. Habbil

common with all other persons entitled, permitted or authorised to the like right) at all times by day by night and for all purposes to go, pass and re-pass the staircase and the passage inside and outside the said building being constructed on Schedule 'A' property and the construction described in Schedule B hereto.

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2. Full right and liberty to the persons referred to supra in common with all other persons at all times, day and night, and for all purposes to go, pass and bypass over the land appurtenant to the said building constructed on schedule 'A' property.



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

4. The right to free uninterrupted passage of running water, soil, gas, electricity from and to the said building and to Schedule B shop/office through sewers, drain and water sources, cables, pipes and wires, which now are, or may at any time hereafter be in under or passing through the said building or any part thereof.

5. The right of passage for the purchaser and his agents or workmen to the other parts of the said building as also to the water tanks for cleaning, repairing or maintaining the same, at all reasonable times after due notice to the purchasers concerned.

.....7.



Dist. No	6441
No. of Sheets	11/14
J. R. Hubli.	

6. Right of passage for the purchaser and his agent or workmen to the other parts of the said building at all reasonable times and on the notice to the concerned purchasers to enter into and upon parts of the said building for the purpose of repairing, cleaning, maintaining or renewing any such sewers, drains, water courses, cables, pipes and wires with as little disturbance as possible and making good any damage caused.

7. Right to lay cables or wires through common walls or passage for radio, televisions, telephone and such other installations, however having due regard to similar rights of the other purchasers.

Add sheets

8. Subject to payment, common facilities and services, the right to enjoy the common services and facilities provided in the said building.

9. Right for the purchaser, his servants, workmen and agents at all reasonable times on notice to the concerned purchaser to enter into and upon other parts of the Schedule 'A' property or the building erected thereon for the purpose of repairing, maintaining, renewing, altering or rebuilding the said building/ or the schedule B apartment or any part of the building giving subjacent or lateral support, shelter or protection to the building and /or the schedule B apartment.

10. Right to do all or any of the acts aforesaid without notice in the case of a emergency.



Doc. No 6401  
No. of Sheets 12/ty  
S. K. Habb.

SCHEDULE 'D'

RESTRICTION ON THE RIGHT OF THE PURCHASER:

The purchaser so as to bind himself, his successors-in-interest, heirs and assigns and with the consideration of promotion and protecting his rights and interest as the owner of the schedule B apartment and in consideration of the covenants of the Purchaser binding the owners of other apartment in the said building, hereby agrees to be bound by the following restrictions and covenants:-

1. Not to raise any construction in addition to that mentioned in the Schedule B.
2. Not to use or permit the use of the construction referred to in schedule B earlier in a manner which would diminish the value, utility of the pipes, cisterns and other common amenities provided in the building.
3. Not to use the space in the land described in schedule 'A' left open after the construction of the building for parking any heavy vehicles or to use the same in any manner which might cause hindrance for the free ingress to or egress from any other part of the building.
4. Not to default in the payment of taxes or levies or expenses to be shared with the other owners of the apartments under the said scheme.

12





Doc. No. 6444  
No. of Pages 13/14  
S. R. Hubli

5. Not to decorate the extension of the said building or the schedule B apartment otherwise than in a manner agreed to by the majority of the owners comprised in the said building.

6. Not to make any arrangement for the maintainance of the exterior of the said building or the common amenities therein other than that agreed to by all the other owners of the apartments in the said building and in default of such arrangements by the majority of such owners through the purchaser.

7. Not to put up extra load such that the safety of the building is endangered or to break up any wall such that inconvenience or nuisance is caused to the other occupiers of the building or doing any any act whereby the electrical system/water system to the building and occupiers is jeopardised.

SCHEDULE 'E'

A. The purchaser shall bear the proportionate share of the following expenses:-

1. All rents, rates and outgoings payable, if any, in respect of schedule 'A' property and the building thereon in common with other purchasers.

2. The expenses of routine maintainance of the said building including painting, whitewashing, cleaning etc., and provisions of the new common service to the building as set out below:-



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- a) Maintenance and replacement of pumpsets and other machinery, sanitary, electrical lines common to said building.
- b) Replacement of bulbs in corridors and other common places.
- c) Maintenance of potted plants in the building
- d) Provisions of watchman.

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Should the purchaser default in the payment due for any common expenses, benefits, or amenities the majority of the owners concerned shall have the right to remove such common benefits or amenities including electricity and water connection from his enjoyment.

IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO AFFIXED THEIR HANDS/SIGNATURE ON THE DAY, MONTH AND THE YEAR ABOVE WRITTEN BEFORE THE FOLLOWING WITNESSES:

VENDORS

- 1. *Chal* (P.A. Holder)
- 2.

WITNESSES:

- (1) *[Signature]*
- (2) *[Signature]*

*[Signature]*  
PURCHASER.

Drafted by:

(R.P. Hosmani,)  
M.A.L.L.B.,  
Advocate,  
Hubli.

@@@@@@@@@@@@@@@@@@@@



AKJ:  
18.03.2016

COP No.2/2000

ORDER ON O.L.R.No.8/2016

Official liquidator is seeking for a direction to pay arrears of damages and to evict Mr. D.S.Shekhawat who is in possession of the premises bearing Flat No.B-5, Brindavan Apartments, Adugodi, Hosur Road, Bengaluru.

2. Mr. Mahadevan, learned Counsel for the official liquidator, on instructions from the official liquidator who is present before the court, submits that arrears of damages has been paid as on today.

3. Smt. Nidhishree.B.V., learned Counsel appearing for the occupant would also submit that further damages for use and occupation of the said premises will be paid to the official liquidator, regularly. <sup>a</sup> ~~The~~ said submission is placed on record.

4. In so far as the second prayer seeking eviction of the occupant is concerned, it is noticed by this Court that in R.F.A.No.621/2009 disposed of on 04.03.2015, a joint memo has been filed, wherein it is agreed that the appellant therein - occupant would vacate the schedule property upon the



respondent (official liquidator) issuing a notice for sale by way of auction in respect of the said property before the actual date of confirmation of sale.

5. Learned Counsel appearing for the official liquidator would fairly submit that as on date, sale notice or proceedings for auctioning the property in question by way of sale is not yet initiated.

6. In view of the submission made by the learned counsel for the official liquidator that sale proceedings has not yet been initiated, question of considering the second prayer at this stage, does not arise. In that view of the matter, OLR No.8/2016 stands disposed of.

sd/-  
JUDGE

"Copy"

24/3/16  
Assistant Registrar  
High Court of Karnataka  
Bangalore.

22/3/16 22/3/16