

FORM 'B'
[See rule 3(4)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of M/s. Nitesh Housing Developers Private Limited promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated 27th July, 2017;

I, Pradeep Narayan duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That Sri Pankaj H. Parikh and M/s. Loadstar Infrastructure Inc., have a legal title to the land on which the development of the proposed project is to be carried out

AND

A legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land was free from all encumbrances as evidenced by the encumbrance certificate dated 22nd April, 2017. Since then however a charge has been created to the extent of the developer's share in favour of Yes Bank, the lender for the project.
3. That the time period within which the project shall be completed by the promoter is 31st March, 2022. However phase I and II of the project will be completed by 31st March 2020 and 31st March 2021 respectively.
4. That seventy per cent of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

Nitesh Housing Developers Private Limited

CIN : U45201KA2007PTC044553

Regd. Office: Level 7, Nitesh Timesquare, #8, M.G. Road, Bangalore - 560 001, India

P: +91-80-4017 4000 F: +91-80-2555 0825, W: niteshestates.com



6. That the amounts from the separate account shall be withdrawn after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That the promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That the promoter shall take all the pending approvals on time, from the competent authorities.
9. That the promoter has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

For Nitesh Housing Developers Private Limited,



Authorized Signatory

Verification

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Bangalore on this 28th day of July 2017.

For Nitesh Housing Developers Private Limited,



Authorized Signatory

Nitesh Housing Developers Private Limited

CIN : U45201KA2007PTC044553

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ORIGINAL



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5068
15-16

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15-16 L M

JOINT DEVELOPMENT AGREEMENT

BETWEEN

(1) MR. PANKAJ H. PARIKH
(2) M/S. LOADSTAR INFRASTRUCTURE INC.,

AND

NITESH HOUSING DEVELOPERS PRIVATE LIMITED

AND

NITESH ESTATE LIMITED

DATED 28TH JANUARY 2016

Pankaj H. Parikh
[Signature]
[Signature]

Apurva N. Parikh
[Signature]

Pankaj H. Parikh
[Signature]

For NITESH HOUSING DEVELOPERS PVT. LTD.

[Signature]
Managing Director

For NITESH ESTATES LIMITED

[Signature]
Executive Director

PAGE No. 1

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JOINT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") IS MADE AND EXECUTED ON THIS THE TWENTY EIGHTH DAY OF JANUARY IN THE YEAR 2016 ("Effective Date") AT BANGALORE BY AND BETWEEN:

- I. **SRI. PANKAJ H. PARIKH**, aged 43 years, son of late Himatbhai Parikh, residing at No. 12/6, Udani Layout, Cambridge Road, Ulsoor, Bangalore 560 008, hereinafter referred to as the "Owner No.1 (which term shall mean and include, wherever the context so admits and permits, his respective legal heirs, successors, representatives, and administrators) of the **FIRST PART**:

- II. **M/S. LOADSTAR INFRASTRUCTURE INC.**, a Partnership Firm, having its Office at "Ashwini R'cade", 1st Floor No 267, 10th Main 100' road HRBR Layout, Kalyan Nagar, Bangalore, represented by all its Six Partners viz.,
 1. **SRI. PANKAJ H. PARIKH**, aged about 43 years, son of late Himatbhai Parikh, residing at No. 12/6, Udani Layout, Cambridge Road, Ulsoor, Bangalore 560 008, hereinafter as the **First Partner**;
 2. **SRI. SANJEEV REDDY**, aged about 49 years, son of Late Bheema Reddy, residing at No.1909, 3rd Cross, Prashanth Nagar, KHB Colony, Bangalore - 560079, hereinafter called as the **Second Partner**;

Pankaj P. U
Sanjeev Reddy
Applini Alankar
San

Pankaj P. U

For NITESH HOUSING DEVELOPERS PVT. LTD.

Bridgmont
 Managing Director

For NITESH ESTATES LIMITED

PAGE No. 2

Bridgmont
 Executive Director



Print Date & Time : 28-01-2016 03:34:11 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5068

ಶಿವಾಜಿನಗರ ದಲ್ಲಿರುವ ಉಪನೋದಯಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 28-01-2016 ರಂದು 02:01:55 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕವೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	150000.00
2	ಇನ್ಸುರೆನ್ಸ್ ಫೀ	2345.00
3	ದ್ವಿ ಪ್ರತಿ ಶುಲ್ಕ	100.00
	ಒಟ್ಟು :	152445.00

ಶ್ರೀ Nitesh Housing Developers Private Limited Rep by its Managing Director Mr. L. S. Vaidyanathan Rep by his SPA Holder Mr. Sreenath ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Nitesh Housing Developers Private Limited Rep by its Managing Director Mr. L. S. Vaidyanathan Rep by his SPA Holder Mr. Sreenath			

~~ಶುಲ್ಕ ನೋಂದಣಿ ಕಾರಿಗಳು~~
ಸಹಿ ರಚಿಸ್ತಾರೆ
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

ಬರೆಯಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಫೋರ್/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....ಮುಟ್ಟಿದ್ದಾಗಿ)
ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
1	Nitesh Housing Developers Private Limited Rep by its Managing Director Mr. L. S. Vaidyanathan Rep by his SPA Holder Mr. Sreenath (ಬರೆಯಕೊಂಡವರು)			
2	Mr. Pankaj H. Parikh (ಬರೆಯಕೊಂಡವರು)			

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3. **SRI. R. ALBERT**, aged about 64 years, son of Late R. Raphael, residing at No.90, D'Costa Square 1st Cross, St. Thomas Town Bangalore - 84, hereinafter called as the **Third Partner**;
4. **SRI. JAMEEL PASHA**, aged about 50 years, son of Late Khaleel Khan, No.27/1 Spencer Road, Bangalore - 560005, hereinafter called as the **Fourth Partner**;
5. **SMT. ANGELINE ALBERT**, aged about 63 years, wife of Sri. R. Albert, residing at at No.90, D'Costa Square 1st Cross, St. Thomas Town Bangalore - 84, hereinafter called as the **Fifth Partner**;
6. **SRI. RAMESH PARASMAL CHOPRA**, aged about 56 years, son of Sri. Parasmal Chopra, residing at No.2, Classic Orchards Behind Meenakshi temple B.G. Road Bangalore, Bangalore-76 hereinafter called as the **Sixth Partner**;

The said partnership firm is hereinafter referred to as the "Owner No. 2 (which expression shall unless repugnant to the context mean and include the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors, administrators of the last surviving partners their or his/her assigns) of the **SECOND PART**:

The Owner No. 1 and Owner No. 2 shall hereinafter collectively referred to and called as "OWNERS"

[Handwritten signatures]
Angelina Albert
Sas

[Handwritten signatures]
Raj P. U
Raj P. U

AND

For NITESH HOUSING DEVELOPERS PVT. LTD.

[Handwritten signature]
Managing Director

For NITESH ESTATES LIMITED

[Handwritten signature]
Executive Director

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೋ	ನಿಶ್ಚಿತಗೊಳಿಸಿದ ಗುರುತು	ಸಹಿ
3	M/s. Loadstar Infrastructure Inc. Rep by Its Partner Mr. Pankaj H. Parikh . (ಒರೆಯಬೇಕಾದವರು)			
4	M/s. Loadstar Infrastructure Inc. Rep by Its Partner Mr. Sanjeev Reddy . (ಒರೆಯಬೇಕಾದವರು)			
5	M/s. Loadstar Infrastructure Inc. Rep by its Partner Mr. R. Albert . (ಒರೆಯಬೇಕಾದವರು)			
6	M/s. Loadstar Infrastructure Inc. Rep by Its Partner Mr. Jameel Pasha . (ಒರೆಯಬೇಕಾದವರು)			
7	M/s. Loadstar infrastructure inc. Rep by its Partner Smt. Angeline Albert . (ಒರೆಯಬೇಕಾದವರು)			
8	M/s. Loadstar infrastructure inc. Rep by its Partner Mr. Ramesh Paramal Chopra . (ಒರೆಯಬೇಕಾದವರು)			
9	Nifesh Estate Limited Rep by its Executive Director Mr. L. S. Valdyanathan Rep by his SPA Holder Mr. Sreenath ("Confirming Party"). (ಒರೆಯಬೇಕಾದವರು)			

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NITESH HOUSING DEVELOPERS PRIVATE LIMITED, a Private Company incorporated under the Companies Act, 1956 and having its registered office at Nitesh Timesquare, 7th Floor, No. 8, M G Road, Bangalore - 560 001, represented herein by its Managing Director, Mr. L. S Vaidyanathan, (hereinafter referred to as the "**Developer**", which term shall mean and include, wherever the context so admits and permits, its successors, and assigns) of the **THIRD PART**:

AND

NITESH ESTATES LIMITED, a Listed Company incorporated under the Companies Act, 1956 and having its registered office at Nitesh Timesquare, 7th Floor, No. 8, M G Road, Bangalore - 560 001, represented herein by its Executive Director, Mr. L. S Vaidyanathan, (hereinafter referred to as the, "**Confirming Party**" which term shall mean and include, wherever the context so admits and permits, its successors, and assigns) of the **FOURTH PART**:

WHEREAS:

- A. The Owner No.1 has represented that he is the absolute owner of the Alienated land bearing Survey No. 159 (Old No. 28/P9), measuring 4 Acres, situated at Byrathi Village, Bidarahalli Hobli, Bangalore East Taluk, Bangalore, Karnataka, hereinafter referred to as "**Part 1**".
- B. The Owner No.2 has represented that it is the absolute owner of the alienated land for Residential Purpose bearing Survey No. 114 and Survey No. 119, situated at Byrathi Village, Bidarahalli Hobli, K.R. Puram Taluk, Bangalore, measuring an extent of 4 Acres 36 Guntas and 2 acres 2 guntas respectively, hereinafter referred to as "**Part 2**".

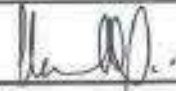
For NITESH HOUSING DEVELOPERS PVT. LTD.

[Signature]
Managing Director

For NITESH ESTATES LIMITED

[Signature]
Executive Director

PAGE No. 6

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Clement Samuel No. 8, M G Road, B'lore	
2	Javed Khan No. 1, Masjeed Street, Ulsoor, B'lore	

ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

No Difference Between Original and Duplicate. Registered along with One Duplicate Copy

ಉಪ ನೋಂದಣಾಧಿಕಾರಿಗಳು
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.



1 ನೇ ಪ್ರಕಟದ ದೃಷ್ಟಾಂತವು
ಸಂಖ್ಯೆ SHV-1-05068-2015-16 ಅಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ SHVD220 ನೇ ರದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 28-01-2016 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ (ಶಿವಾಜಿನಗರ)



ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

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- C. The Properties falling in Part 1 and Part 2 are hereinafter referred to as "SCHEDULE PROPERTY" and the land physically available for development has been morefully described as the "SCHEDULE B PROPERTY";
- D. The Owner No. 1 has acquired property mentioned in Part 1 vide various title documents. The details of the title documents are provided in annexure attached as Annexure-1 hereto;
- E. The Owner No. 2 is the absolute owner of property mentioned in Part 2 under a registered Partnership Deed dated 03.03.2014 and a Supplementary Deed dated 19th May 2014;
- F. The Owner No.1 and the Owner No. 2 are hereinafter jointly referred to as the "OWNERS".
- G. The development of the Schedule Property requires huge wherewithal and expertise and as the Owners did not have the wherewithal, the Owners decided to do development with a reputed developer and approached the Developer and offered the Schedule Property for development.
- H. The Developer is a company engaged in the business of real estate development and construction, *inter alia*, in the city of Bangalore, Karnataka;
- I. The Owners and the Developer have entered into a Memorandum of Understanding dated 5th June 2014 for the joint development of the property as mentioned in the schedule thereof and on the terms and conditions more particularly set out therein. Subsequently a Special Power of Attorney was

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 Applied - All
 See

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 Rajesh U
 Rajesh U

For NITESH HOUSING DEVELOPERS PVT. LTD.

[Handwritten signature]
 Managing Director

For NITESH ESTATES LIMITED

[Handwritten signature]
 Executive Director



ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Nifesh Housing Developers Private Limited Rep by its Managing Director Mr. L. S. Valdyanathan Rep by his SPA Holder Mr. Sreenath , ಇವರು 9448500.00 ರೂಪಾಯಿಗಳನ್ನು ವಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪೆ	500.00	Paid in Cash (Duplicate)
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆರ್ಡರ್	1329050.00	Pay Order No. 818558 Dt. 23/12/15 Drawn on Yes Bank
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆರ್ಡರ್	8084950.00	Pay Order No. 818562 Dt. 23/12/15 Drawn on Yes Bank
ಇತರ ಬ್ಯಾಂಕ್ ಪೇ ಆರ್ಡರ್	34000.00	Pay Order No. 601279 Dt. 27/12/15 Drawn on Yes Bank
ಒಟ್ಟು :	9448500.00	

ಸ್ಥಳ : ಶಿವಾಜಿನಗರ

ದಿನಾಂಕ : 28/01/2016

ಸಹ-ನೋಂದಣಿ ಮತ್ತು ಯಂತ್ರ ಅಧಿಕಾರಿ
ಅರಿವು ನೋಂದಣಿ ಮತ್ತು ಯಂತ್ರ ಅಧಿಕಾರಿಗಳು
(ಶಿವಾಜಿನಗರ)
ಶಿವಾಜಿನಗರ, ಬೆಂಗಳೂರು.

Designed and Developed by C- DAC ,ACTS Pune.

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executed in favour of the Developer by the Owners herein registered vide Document No. 183/2015-16 dated 30th June 2015 before the office of Sub-Registrar, Shivajinagar, to obtain necessary approvals and plans sanctioned as required for the development of the property.

- J. Based on the representations made by the Owners, the Developer has agreed to develop the Schedule Property and has offered to develop residential Villaments and other related infrastructure on the Schedule Property as per the Development Plan (defined below) ("Project")
- K. The Developer has executed this Agreement after being prima facie satisfied with the titles of the Schedule Property as per the documents made available by the Owners. However, the Owners have agreed to co-operate and provide certain documents as required by the Developer for completion of the title diligence by their external legal firm..
- L. In pursuance of the foregoing and subject to the mutual obligations undertaken by the Owners and the Developer under this Agreement, the Developer hereby agrees to develop the Schedule Property subject to the terms and conditions hereinafter contained.

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 Applu - Alu
 Say

[Handwritten signatures]
 Parigat-U
 Parigat-U

For NITESH HOUSING DEVELOPERS PVT. LTD.

[Handwritten signature]
 Managing Director

For NITESH ESTATES LIMITED

[Handwritten signature]
 Executive Director