

भारतीय गैर न्यायिक

पचास
रुपये
रु. 50



FIFTY
RUPEES
Rs. 50

INDIA NON JUDICIAL

தமிழ்நாடு தமில்நாடு TAMILNADU

2690 Ru. 50 - P. N. Shankar
S. B. 08 Denkanikotta

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F. 624703
SAVITHRAMMA
STAMP VENDOR
L. No. 8193/01, HOSUR
TAMILNADU

AGREEMENT

WHEREAS the development Rema Rainbow Valley, situated in Pancheswaram Village, Hosur-Denkanikotta Road, Denkanikotta Taluk, Dharmapuri District, Tamil Nadu consists of plots suitable for building farmhouses on some of which farmhouses have been constructed and some of which are vacant,

AND WHEREAS there are two associations acting for the welfare of the residents and owners of vacant plots in Rema Rainbow Valley, the Association Of Plot Owners Of Rema Rainbow Valley [APOORRV], No 59, Millers Road, Benson Town Post, Bangalore 560 046 and the Rema Rainbow Valley Residents and Plot Owners



Agree Sign me
S. RAMA PRAKASH, B.Sc., LL.B.
Advocate & Notary Public,
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R. Shankar



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TAMILNADU

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Association [RRVRPOA], Rema Rainbow Valley (address as above), the First of these Associations has been created by the Rema Country Holdings Limited [RCH], No 59, Millers Road, Benson Town Post, Bangalore 560 046, the developer of the Rema Rainbow Valley Project. In these presents they are referred to as the Party of the First Part, the Party of the Second Part and Party of the Third Part respectively. The Party of the First and Party of the Third Party are represented by Mr. Ivan D'Souza being the President of the Party of the First Part and Managing Director of the Party of the Third Part respectively. The Party of the Second Part is represented by its Secretary, Dr. P N Shankar.



Ivan D'Souza

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WHEREAS there have been disputes between the parties *inter se* and there subsists a dispute at the time of drawing up of this indenture, by these binding covenants contained in and hereinafter enumerated, all disputes between the parties shall cease.

THE Parties having decided to end all disputes and to work, jointly and harmoniously, agreeing to be bound by this covenant, in letter and sprit and keeping the interest of the residents and plot owners uppermost, agree upon and shall act according to these binding

COVENANTS

1. The Party of the Third Part shall hereinafter recognize the Party of the Second Part as the sole association representing all current and future Rema Rainbow Valley plot owners and residents.
2. The Party of the Second Part recognizes the special status of the Party of the Third Part as promoters and developers of Rema Rainbow Valley.
3. The Party of Second Part recognizes the special problems posed by the approximately eighty plots that the Party of the Third Part currently owns at Rema Rainbow Valley. The Party of the Second Part will treat the Party of the Third Part as a special member, having to pay the initial one-time Membership Fee and the Annual Maintenance Contribution (AMC) on one plot alone from the financial year in which this agreement comes into effect.
4. The Party of the Second Part, to accommodate the Party of the Third Part, will amend Article 6(d) in its bye laws to read as hereunder:

"Article 6(d): "Member" means any person who is the owner of one or more of the plots and/or persons who have constructed on the



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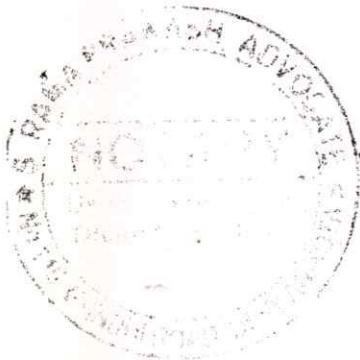
plots of Rema Rainbow Valley. However the promoters, Rema Country Holdings will be treated as a special member with special rights as detailed below alone."

Similarly, Article 14 will be changed to read as follows:

"Article 14: Every member shall pay a Membership Fee of Rs.500/- In addition every member shall pay annual maintenance contributions towards meeting the costs of activities connected with the objectives of the Association. However, Rema Country Holdings, as a special member will pay only the membership fee and a maintenance contribution due on a single plot alone irrespective of the number of plots it owns, starting from the year in which all disputes had been settled by an Agreement made for this purpose. Rema Country Holdings will however ensure that all current and future buyers of currently unsold plots will join the Association and pay annual maintenance contributions starting from the financial year in which the said Agreement came into effect. The maintenance contributions shall be decided at the Annual General Body Meeting each year."

In order to further accommodate the Party of the Third Part, Article 28 will be changed to read as:

"Article 28: The General Body shall elect an "Executive Committee" which shall henceforth be referred to as the Committee to carry out general day-to-day administration of the



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affairs of the association and to represent the Association. Rema Country Holdings shall have the right to appoint a single representative to advise the Committee."

5. The Party of the Second Part covenants that it shall not hold the Party of the Third Part responsible for the completion of the Street Lighting Scheme at Rema Rainbow Valley.

6. The Party of the First Part shall henceforth recognize the Party of the Second Part as the sole Association representing all present and future plot owners and residents of Rema Rainbow Valley. Consequently, within one month of the ratification of these presents by the Party of the Second's General Body:

a. The Party of the Third Part shall withdraw, through its counsel(s), all pending cases and any other legal action(s) and all litigation(s), whether filed by it or through the Party of the First Part, against the Party of the Second Part and/or its office bearers and provide proof that such action has been taken to the Party of the Second Part. The Party of the Second Part covenants that it will refrain from initiating and supporting legal or other proceedings in the Consumer Court and other Courts against the Party of the Third Part for non-completion of the Club House Scheme.

b. The Parties of the First and Third Parts hereby agree to provide the Party of the Second Part no-encumbrance certificates from the Jurisdictional Sub-Registrar's office. These certificates are to cover all survey numbers as are parts of the entire property on which (i) all common amenities/infrastructure (such as the Club House, Health Club etc) listed



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in Item I of the Annexure (but excluding roads) fall under and on which (ii) all designated common areas/common green areas listed in Item II of the Annexure fall under. It is agreed between the parties that apart from the common areas and sites mentioned above, neither the Party of the First Part nor the Party of the Third Part shall make claim on the Club House, Boat House, the Health Club Building, the Shopping Complex and such other structures that may be erected from time to time on the above mentioned areas.

c. The Party of the Third Part shall either by itself or acting through its agents have the Party of the First Part closed down by taking appropriate action through proper channels and provide proof of the same to the Party of the Second Part. After the closure of the Party of the First Part as indicated hereinabove, all of its members shall join or have their membership transferred to the Party of the Second Part. Moreover, surplus funds lying to the credit of the Party of the First Part at the time of the ratification of this agreement shall be transferred to the Accounts of the Second Party.

d. The Party of the Third Part shall join the Party of the Second Part, as provided for in Paragraphs Two to Four of these presents, and abide by their bye laws and rules and regulations.

e. The Party of the Third Part shall arrange, either by itself or as per the instruction of its counsel(s), to transfer through a proper conveyance/deed, all designated common areas/common green areas listed in Item II of the



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Annexure and all common amenities/infrastructure (such as the Club House, Health Club, Shopping Complex etc listed in Item I of the Annexure) together with the sites on which they stand to the Party of the Second Part. The cost of such a conveyance/conveyances shall be borne by the Party of the Second Part. All steps towards this end shall be done jointly and as per the advice of the counsel of both parties who will work jointly as per the instructions of the parties hereto.

7. The Party of the Third Part will recognize the Party of the Second Part as the "Association" mentioned in Article 10 of the original "Memorandum of Agreement to Sale of Land and Formation of the Clubhouse" signed by all the persons who had bought plots at Rema Rainbow Valley. The Party of the Third Part shall ensure that future buyers of vacant plots in Rema Rainbow Valley will join the Party of the Second Part by executing a modified instrument as compared with the original "Memorandum of Agreement to Sale of Land and Formation of the Clubhouse". The Party of the Third Part shall at the time of sale collect the Annual Maintenance Contributions due on the plots from the financial year in which this agreement comes into force onwards and hand over the whole of these monies to the Party of the Second Part.

8. The Party of the Third Part shall procure and install at Rema Rainbow Valley, within two months of ratification of this indenture by the General Body of the Second Part, all the equipment promised earlier for the Health Club (5 Station Multi-Gym, Exercise Cycle, Treadmill, Billiards Table etc)



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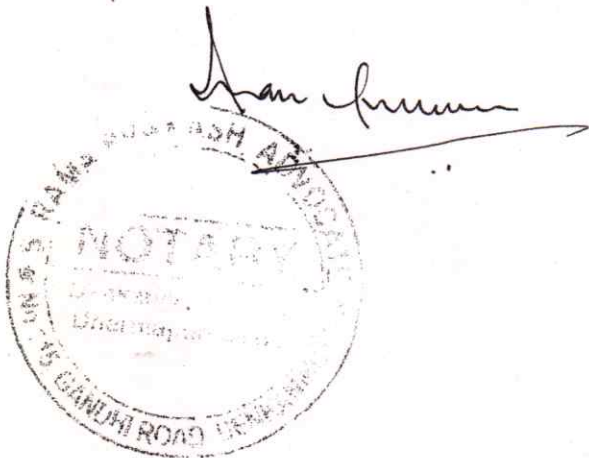
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9. Any dispute regarding the interpretation of the terms and conditions or any other dispute regarding this instrument which may arise in the future, shall be resolved under the Arbitration and Conciliation Act, 1996.

10. This agreement shall come into force on the day that this Agreement is ratified by the General Body of the Party of the Second Part, either in an Extraordinary Meeting, a General Body Meeting or at its next Annual General Meeting. It is further agreed by and between the Parties hereto that nothing in this indenture, whether ratified by the General Body of the Second Party or not, shall bind the Second Party or its office bearers, in any way, if any of the covenants agreed to by the First and Third Parties are not carried out in each and every detail, to the complete satisfaction of the Party of the Second Part. Similarly, notwithstanding anything contained in this indenture, if the Second Party fails to comply with any of its obligations under this agreement or makes fresh claim against the Parties of the First and Third, the Party of the Third Part shall not be liable to comply with its obligations.

Wherefore the Parties having set their hand and seal to this Agreement agree thereby that all the Parties hereto shall work for the greater good of Rema Rainbow Valley's residents and plot owners, work by taking proactive and positive measures, working jointly and harmoniously, towards this end, reiterate that this Agreement will resolve all the disputes between them *inter se* and that this Agreement will be followed in letter and spirit.



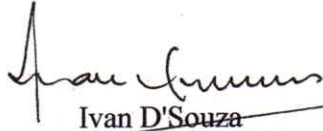
Signis before me
S. Rama Prakash

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Last Page.

EXECUTED AT REMA RAINBOW VALLEY ON THIS THE 18th DAY OF APRIL
2008 BY THE REPRESENTATIVES OF THE PARTIES AND IN THE PRESENCE OF
THESE WITNESSES


Ivan D'Souza


President, APOORRV
&
Managing Director, Rema Country Holdings




P.N Shankar

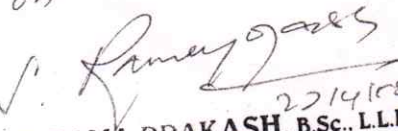
Secretary, RRVROA

Witnesses:

1. 
SREENIVASAN. L.A.
S/o Late M.L. Ambikapatthy,
No: 219, Preminade road,
Behind Gouha Chartered Apartments,
Bangalore: 560042.

2. 
B. R. VENKATESA.
S/o. LATE. B.V. RAGHAVAN
No. 8/1A, Gandhinagar,
Pancheshwaram village - 635 109.
DENKANIKOTTA - Hosur Road.

*Notary affix and
signi before me here at
Dkora on 22/4/08*


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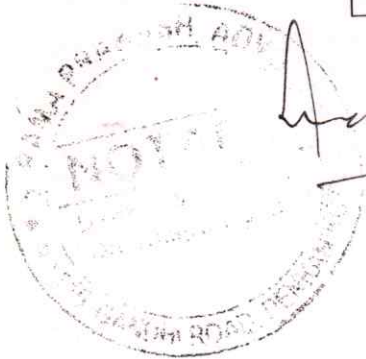
ANNEXURE



Details of Common Amenities/Infrastructure and Common Green Areas of RRV

Part of Agreement dated 18 April 2008 between RRV RPOA & RCHL, APOORRV
(Details of Common Amenities/Infrastructure etc. of RRV. Not for Re-Sale. For permanent, exclusive use of members of RRV as per the enclosed sketch of the entire layout and the properties.)

ITEM I - Common Infrastructure & Amenities

Sl. No.	Description of the Infrastructure/Facility	Survey Nos.	Max Bldg Area	Max Land Area
1.	A. Club House with TNEB Serv. Conn. B. Children's Park C. Playground	55, 56, 61, 62, 63 & 64	8855 sq ft	All the common area marked and indicated by orange colour on the map. Bounded clockwise by Plots 44, access road (interlock brick), 125 to 128, 90 to 102, access road, 103 to 105, access road, 67, 41, internal main road, 42, 43, 62, 63 & TNEB transformer.
2.	Shopping Complex with TNEB service connection and surrounding common area.	78, 79, 80 & 84	1750 sq ft built up	All the common area marked and indicated by pink colour on the map. Bounded clockwise by Plots 306, 311, internal main road, 312, 305, access road, 298, 290, access road, 291, 297 and access road.
3.	Health Club with TNEB service connection and surrounding common area	85, 86, 87 & 92	3600 sq ft built up	All the common area marked and indicated by pastel blue colour on the map. Bounded clockwise by internal main road, Plots 229, 221, access road, access road, access road, 181, 173, internal main road, 172, 182, access road, 197, 204, access road, 220 & 230.
4.	Boat House by Natural Lake with TNEB connection and surrounding Promenade common area	57 & 58		Super structure with spiral stairs, pantry room, toilet and bath; jetty portion leading to Thandari Lake. The Boat House is located in the Promenade common area, a narrow strip of land bordering the Lake. East - Road, West - RRV fence and Thandarai Lake North - Road, South - RRV fence.
5.	Roads: a. Main approach double Road from the Main Gate b. Carriage way road c. Internal Roads in front of Club House etc, access roads			3905 sq mtrs 50350 sq mtrs





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ITEM II - Common Areas and Common Green Areas

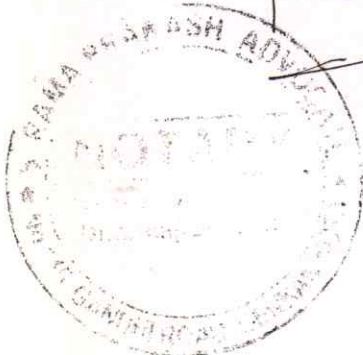
Sl. No.	Name/Location of Area	Survey Nos.	Description
1.	Mini Golf Green Area	50 & 51	Indicated in green and marked (4) on the map. Land area of about 84000 sq ft Surrounded by plots 116, 58, 54,55,56,57, RRV Fence, 129, access road, 130, 117 and RRV access road.
2.	Western Green Area	87 & 88	Green area on the RRV western boundary marked (6A) on map. Surrounded clockwise by: RRV fence, 191, 192, 214, 215, Road, 187, 188, 189 and 190.
3.	Northern Rock Garden	93	Common area suitable for a rock garden marked (6) on map. Bounded by a Road on the West, plots 264, 210, 211, the RRV fence, 276, road, 268, road and 267.
4.	Plants Nursery	78 & 79	Marked (7) on the map. North - 60' Approach Road, South - RRV boundary fence East - RRV boundary fence, West - Plot 326

ITEM III: Other Amenities And Facilities

1. Swimming Pool
Size: 70' x 35' x 3 1/2' - 5 1/2' = 4166 sq. ft.
With attached change over rooms and filtration unit and toddlers pool. Either side of the pool covered by lawns with Singapore Cherry trees.
2. Water Tank of 6 lakh litres capacity underground sump of 2420 sq. ft. with 3 lakhs litres of overhead tank connected to underground pipeline network system with appropriate Gate valve and pressure release system laid throughout and interconnected to all sold plots.
3. (Four) borewells with necessary pump sets connected to TNEB Service Connection directly connected by underground pipe to U.G.S.
4. Main Gate with Security Guard Room
5. 63 K.V. Transformer capable to cater service connections to all the plots when houses are built.
6. Overhead HT Line drawn on Electric Cement Concrete Poles from outside till the 63 KV Transformer installation near Club House.
7. Storm water drainage system laid adjacent to all sold plots and access roads.
8. Overhead LT Lines, drawn along the roadsides on Electric Cement Concrete Poles indicated.
9. Rock Garden with provision of water body in front area adjacent to main Security Gate.

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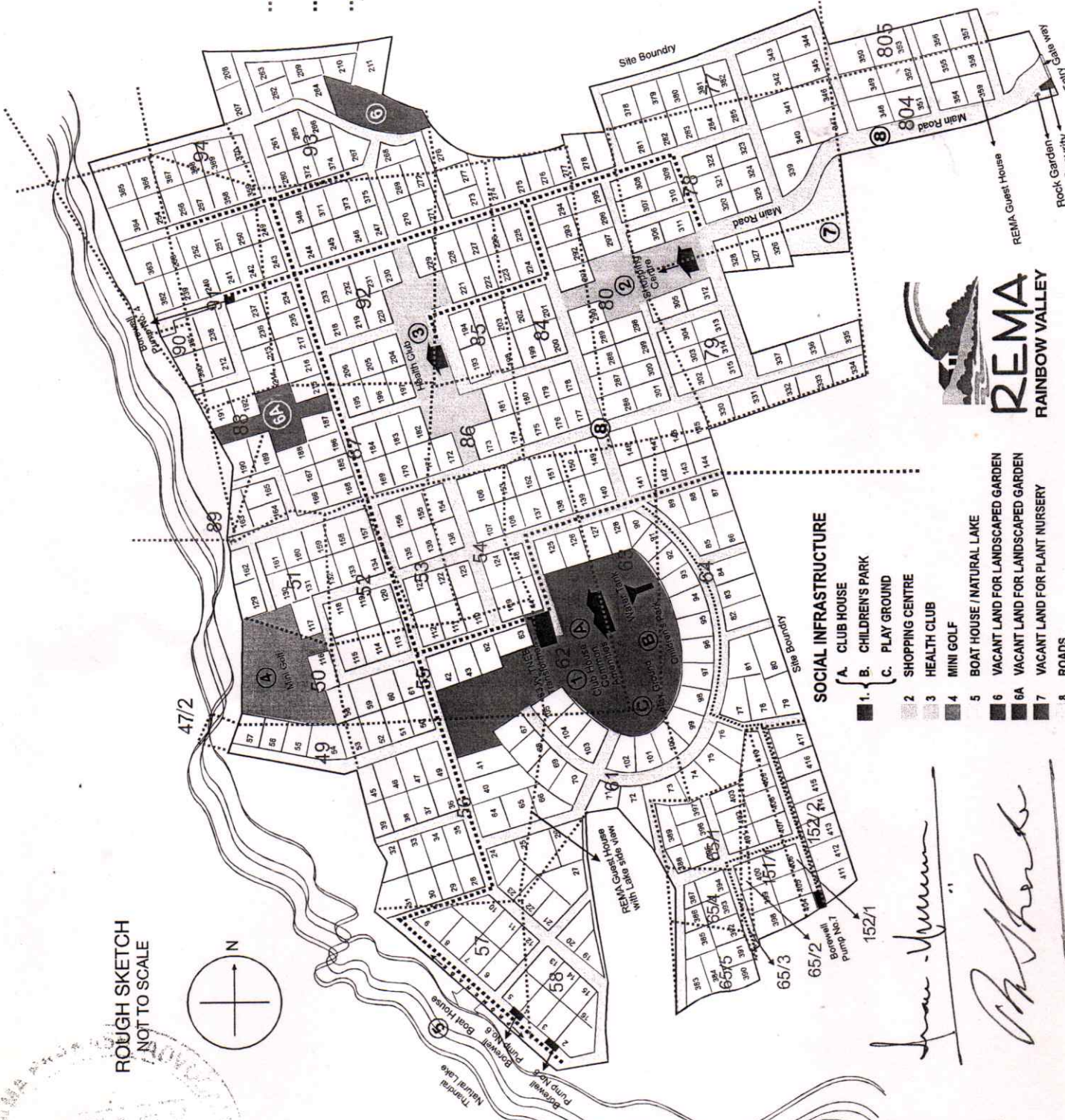
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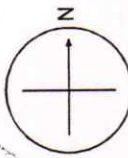
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- HT LINE
- LT LINE
- SURVEY NOS.



ROUGH SKETCH
NOT TO SCALE



SOCIAL INFRASTRUCTURE

- A. CLUB HOUSE
- B. CHILDREN'S PARK
- C. PLAY GROUND
- SHIPPING CENTRE
- HEALTH CLUB
- MINI GOLF
- BOAT HOUSE / NATURAL LAKE
- VACANT LAND FOR LANDSCAPED GARDEN
- VACANT LAND FOR LANDSCAPED GARDEN
- VACANT LAND FOR PLANT NURSERY
- ROADS



Sanjiv Kumar
R. Ramesh

S. Rama Lakshmi
Planning
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