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Government of Karnataka

Document Sheet

Registration and Stamps Department

This sheet can be used for any document

Date of execution

Total stamp duty paid Rs.

44

**SALE DEED**

This **SALE DEED** is made and executed on this the 6<sup>th</sup> day of December in the year Two Thousand Thirteen (06/12/2013) at Bangalore.

**BY**

1. **Mr. B.S.ANNEGOWDA**  
Aged about 60 years  
Son of Late Chikkasiddappa
2. **Mrs. SHANTHAMMA**  
Aged about 50 years  
Wife of B.S.Annegowda
3. **Mr.B.A.MUNISWAMY GOWDA**  
Aged about 31 years  
Son of B.S.Annegowda  
All above residing at Bodanahosahalli Village,  
Anugondanahalli Hobli,  
Hoskote Taluk,  
Bangalore Rural District.

All above are represented by their GPA Holder  
Mr.Susheel Rathi  
[Registered as document No.HSK-4-00215/2012-13,  
Book IV, stored in C.D.No.HSKD306, in the office of the Sub-  
Registrar, Hoskote]

Mr.Susheel Rathi is represented by his General Power of Attorney  
holder Mr.V.Rajeev (registered as document No. INR-4-00492/2012-  
13, stored in C.D.No.INRD44 dated 11/09/2012).

ಕು ಸುಶೀಲ್ ರಾಥಿ  
ಬೋಧನಾಹೊಸಾಹಳ್ಳಿ ಗ್ರಾಮೀಣ ಪಂಚಾಯತ್, 18-19

*[Signature]*

*[Signature]*

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
1390

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 Susheel Rathi Rep by his GPA Holder V.Rajeev . ಇವರು 452000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	452000.00	DR No. 150632 , Date : 30/11/2013 , Syndicate Bank
ಒಟ್ಟು :	452000.00	

ಸ್ಥಳ : ಹೊಸಕೋಟೆ

ದಿನಾಂಕ : 07/12/2013

ಉಪನಿರ್ದೇಶಕರು  
ಉಪನಿರ್ದೇಶಕರು  
ಹೊಸಕೋಟೆ

Designed and Developed by C- DAC ACIS Pune.

2013/18-19  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

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ನೀ ವಸ್ತು, ಬೆಂಗಳೂರು 3ನೇ ಹಂತ

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Hereinafter jointly/severally referred to as the "**VENDORS**" [which expression shall mean and include their respective legal heirs, administrators, executors, beneficiaries, successors/successor-in-title and / or legal representatives] of the **ONE PART**.

In favour of

**MR.SUSHEEL RATHI**

Son of H.S.Rathi  
Aged about 39 years  
residing at 18 A, Binny Crescent Apartment,  
16<sup>th</sup> Benson Cross Road  
Bangalore -560 046  
PAN NO: ACPPR 3466 C  
Represented by his General Power of Attorney holder  
Mr.V.Rajeev (registered as document No. INR-4-00492/2012-13,  
stored in C.D.No.INRD44 dated 11/09/2012).

Hereinafter referred to as the "**PURCHASER**" (which expression shall mean and include its nominees, administrators, executors, assigns, beneficiaries, successors/successor-in-title and / or legal representatives) of the **OTHER PART**.

**RECITALS**

**WHEREAS:**

I. The Vendors above named are the absolute owners of all that piece and parcel of the vacant land converted for non-agricultural industrial use bearing (a) Survey No. 257/25, ad-measuring 5 Guntas, (earlier part of Survey No.257), (b) Survey No.257/18 ad-measuring 27.04 Guntas including 2 Guntas of Kharab land (earlier part of Survey No.257) and (c) Survey No.257/26 (earlier part of Survey No.257/4) ad-measuring 7.08 Guntas including 3.12 Guntas of Kharab land situated at Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District, which is more fully described in the Schedule hereunder and hereinafter together referred to as "**Schedule Property**".

II. Originally all that piece and parcel of the agricultural land totally ad-measuring 20 Acres and 19 Guntas in Survey No.257 of Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District hereinafter referred to as "**Larger Property**" was earlier owned by joint family comprising of late Ramakka [wife of late Chikkasiddappa] and

*V.Rajeev*

*V.Rajeev*

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ಸರ್ಕಾರಿ ರಸ್ತೆಗಳ ಹೊಸಹೋಟೆಲ್ ರವರ ಸೇವೆಯಲ್ಲಿ ದಿನಾಂಕ 07-12-2013 ರಂದು 01:49:03 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಸುಲ್ಪದೊಂದಿಗೆ







ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಮೊಂಡಿನಿ ಶುಲ್ಕ	80000.00
2	ವ್ಯಾನ್‌ನಿಂಗ್ ಶುಲ್ಕ	500.00
3	ಇತರೆ	40.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	80635.00

ಶ್ರೀ Susheel Rathi Rep by his GPA Holder V.Rajeev ಇವರಿಂದ ಹಾಜರಾದ ಮಾಹಿತಿ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Susheel Rathi Rep by his GPA Holder V.Rajeev			

ಶ್ರೀ ಸುಶೀಲ್ ರಾಥಿ  
ಹೊಸಹೋಟೆಲ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Susheel Rathi Rep by his GPA Holder V.Rajeev (ಬರೆಸಿಕೊಂಡವರು)			
2	B S Anne Gowda , Shanthamma , B A Muniswamy Gowda Rep by GPA Holder Susheel Rathi his GPA holder V Rajeev (ಬರೆಸಿಕೊಂಡವರು)			

ಶ್ರೀ ಸುಶೀಲ್ ರಾಥಿ  
ಹೊಸಹೋಟೆಲ್

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her brother-in-laws Muniyappa [son of late Chikkamunishamappa] and Munishamappa, Ramaiah [sons of late Kakappa]. The said Chikkamunishamappa and Kakappa were brothers and Chikkasiddappa was son of Chikkamunishamappa.

II. Since the aforesaid joint family was not willing to live jointly, they and their children during the life time of said Ramakka partitioned the Larger Property along with other joint family properties belonging to them as per panchayath partition dated 06/03/1993.

III. In pursuance of the aforesaid panchayath partition, Vendor No.1 [B. S. Annegowda] got to his share an extent of 1 Acre 8  $\frac{3}{4}$  Guntas in Larger Property and in the same manner he became the absolute owner of his respective share in the Larger Property.

IV. The Larger Property was later bifurcated / phoded into 10 parts as Survey No. 257/1 to 257/10 and again bifurcated / phoded into 26 parts as Survey No.257/1 to 257/26 and the name of Vendor No.1 is mutated in the revenue records of Samethanahalli Village Panchayath to the extent of (a) 5 Guntas in Survey No.257/25 which is morefully described at Item No.1 of the Schedule hereunder and hereinafter referred to as "Item No.1 of Schedule Property" and (b) an extent of 27.04 Guntas including 2 Guntas of Kharab land in Survey No.257/18 which is morefully described at Item No.2 of the Schedule hereunder and hereinafter referred to as Item No.2 of the Schedule Property (c) an extent of 7.08 Guntas including 3.12 Guntas of Kharab land in Survey No.257/26 which is morefully described at Item No.3 of the Schedule hereunder and hereinafter referred to as Item No.3 of the Schedule Property as per the Mutation Register Nos.121/2010-2011, 32/2007-2008, T5/ 2013-14 and since then he is in peaceful possession and enjoyment of the same and has been paying taxes regularly to the Village Panchayath. The Item Nos. 1 to 3 hereinafter together referred to as "Schedule Property".

V. The Vendor No. 2 and 3 are the family members Vendor No.1.

VI. The Vendors above named have decided to sell the Schedule Property as due to the paucity of water there is negligible income being earned there from and it is not sufficient to maintain their families. The Vendors have also incurred debts to maintain their families and would now like to sell Schedule Property so that they would be able to clear the debts and invest in a better future.

VII. In view of the above, the Vendors entered into an Agreement for Sale of the Schedule Property on 04/10/2012, [AOS] registered as document No.HSK -1-06110/2012-13, Book I, Stored in C.D.No.HSKD306 in the office of the Sub-registrar Hoskote [AOS] read with Rectification Deed dated 01/12/2013 registered as document


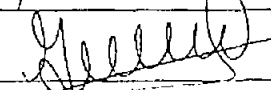
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Rajeev


Rajeev

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ಗುರುತಿರುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	B M Prakash S/o Munishami Gowda Bodhana Hosahalli , Hoskote Taluk	
2	Shiva kumar S/o Muniyappa M V Extn .Hoskote town	

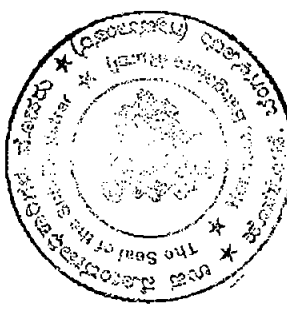
ಬಿ.ಪಿ. ನೋಂದಣಿ ಸಂಖ್ಯೆ 18-19  
ಹೊಸಕೋಟೆ



1 ನೇ ಪ್ರಕಾಶದ ದಸ್ತಖಾನೆ  
ಸಂಖ್ಯೆ HSK-1-07390-2013-14 ಅಗಿ  
ಪಿ.ಡಿ. ಸಂಖ್ಯೆ HSKD449 ನೇ ಧರಣಿ  
ದಿನಾಂಕ 07-12-2013 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



ಬಿ.ಪಿ. ನೋಂದಣಿ ಸಂಖ್ಯೆ 18-19  
ಹೊಸಕೋಟೆ



Designed and Developed by C-DAC, ACIS, Pune

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No. HSK-1-07388 / 2013-14 stored in C.D.No. HSKD 449 in the office of the Sub-registrar, Hoskote, the Vendors above named together had agreed to sell Schedule Property in favour of the Purchaser.

**VIII.** The daughter of Vendor No.1 Netravathi has confirmed the Agreement of Sale and General Power of Attorney dated 04/10/2012 referred herein executed by the Vendors in favour of the Purchaser vide two separate Confirmation Deeds dated 07/06/2013 registered as document Nos. (a) HSK-1-02036/2013-14, Book 1, Stored in C.D.No.HSKD 392 in the office of the Sub-registrar Hoskote (b) HSK-4-00089/2013-14, Book 4, Stored in C.D.No.HSKD 393 in the office of the Sub-registrar Hoskote.

**IX.** On an application of the Vendor No.1, the Special Deputy Commissioner, Bangalore District has issued three Official Memorandums permitting change of land use of the Schedule Property for non-agricultural Industrial use as follows:

- ALN (HA) SR/07/2013-14 dated 22/11/2013 as to Item No.1 of the Schedule Property.
- ALN (HA) SR/10/2013-14 dated 05/12/2013 as to Item No.2 of the Schedule Property.
- ALN (HA) SR/03/2013-14 dated 22/11/2013 as to Item No.3 of the Schedule Property.

**X.** On obtaining the said permission, the Vendors have offered to sell the Schedule Property to the Purchaser herein and in pursuance thereto they have made the following representations as to the Schedule Property:

- That Vendors are the absolute owners of the Schedule Property as aforesaid and apart from Vendors, there are no other family members of the Vendors having right, title and interest in the Schedule Property and there is no minor's right, title and interest and that their title to the Schedule Property is good, marketable and subsisting and that no one else has any right, title, or share therein and that they have not entered into any agreement for sale, transfer or development of the Schedule Property with any one else and nor is it subject matter of a will or gift, memorandum of understanding oral or written.
- That there is no impediment to execute this deed under any law, decree or contract nor is the Schedule Property a land in respect of which there is a statutory prohibition regarding sale/ development / conveyance, and the Schedule Property is not subject to any acquisition proceedings or litigation or encumbrances howsoever remote of any kind and nor is it mortgaged or

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offered as a collateral for securing any loan or for obtaining any advance whatsoever from any individual, Bank or Financial Institution and it is not subject to any charge for payment of income tax, wealth tax, gift tax.

- (c) That there is /was no statutory bar or prohibition to acquire /hold the Schedule Property including and not limited due to any provisions under the Karnataka Land Revenue Act, Karnataka Land Reforms Act, Karnataka Town and Country Planning Act, Karnataka Land Grant Rules, 1969, Karnataka Schedule Caste and Schedule Tribe (Prohibition or Transfer of Certain Land) Act, Mysore (Personal & Miscellaneous) Inams Abolition Act, 1954 and the Karnataka Village Officers Abolition Act 1961 etc.,
- (d) That the Schedule Property is in the actual physical possession of the Vendor No. 1 and that he has not parted with its possession in any manner including and not limited to by any agreement of tenancy or lease;
- (e) That the Vendors have paid the property tax on the Schedule property upto date.
- (f) That the General Power of Attorney dated 04/10/2012 registered as document No.HSK-4-00215/2012-13, Book 4, Stored in C.D.No.HSKD 306 dated 05/10/2012 in the office of the Sub-registrar Hoskote is still valid and subsisting.

**NOW THIS DEED OF SALE WITNESSETH that** in the pursuance of the foregoing and in consideration of Rs.34,00,000/- (Rupees Thirty Four Lakhs only) paid by the Purchaser to the Vendors as follows:

- (a) Rs.5,00,000/- (Rupees Five Lakhs Only) vide D.D No. 125583, dated 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore.
- (b) Rs.24,00,000/- (Rupees Twenty Four Lakhs Only) vide D.D.No.777601, dated 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore.
- (c) Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) vide D.D.No.125584, dated 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore.
- (d) Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) vide D.D.No.125585, dated 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore.

the receipt of which the Vendors do hereby accept and acknowledge in full and final settlement and the satisfaction of the entire sale price and the Vendors together do now hereby grant, transfer and convey UNTO the Purchaser, BY WAY OF SALE, all that piece and parcel of converted land totally ad-measuring 39.12 Guntas of which (a) the land in Survey

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*Rajeev*

*Rajeev*



No.257/25, [earlier part of Survey No. 257] measures 5 Guntas (b) the land in Survey No.257/18 [earlier part of Survey No. 257], measures 27.04 Guntas including 2 Guntas of Kharab land and (c) the land in Survey No.257/26 [earlier part of Survey No.257/4], measures 7.08 Guntas including 3.12 Guntas of Kharab land situated at Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk and which are morefully described in Item No. 1 to Item No.3 of schedule hereunder respectively and hereinafter referred to as "**Schedule Property**" or **Property hereby conveyed**" TO HAVE AND TO HOLD the same with all rights, easements and privileges appurtenant thereto. The Vendors have this day delivered vacant possession of the Schedule Property to the Purchaser and that the Purchaser acknowledges the same.

**THE VENDORS COVENANTS TO THE PURCHASER AS FOLLOWS:**

1. That all the representations as to Vendor's title to the Schedule Property as set out hereinbefore is true and subsisting as mentioned hereinabove and apart from Vendors, there are no other family members of the Vendors having right, title and interest in the Schedule Property and there is no minor's right, title and interest and the title of the Vendors to the Property hereby conveyed is good, marketable, subsisting, and that they have the power to convey the Schedule Property and that there is no impediment or prohibition for this sale under any law, decree or contract and that none else has any right, title, interest or share in the Schedule Property and it is not subject to any encumbrance, attachment, court, lis or acquisition proceedings or charges of any kind.
2. That the Vendors have not done or been party to any act or deed whereby they are prevented from conveying the Schedule Property or any part thereof to the Purchaser.
3. That the Property hereby conveyed is not subject to any charge for payment of income tax, wealth tax, gift tax.
4. That the Property hereby conveyed is not a land in respect of which there is a statutory prohibition regarding sale and that there is / was no statutory bar or prohibition to acquire, hold the Property hereby conveyed and that there is no impediment for this sale under Karnataka Land Reforms Act, Karnataka Land Revenue Act, Karnataka Town and Country Planning Act, Karnataka Land Grant Rules, 1969, The Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 nor is it in violation of Mysore (Personal & Miscellaneous) Inams Abolition Act, 1954 and the Karnataka Village Officers Abolition Act 1961 etc.
5. That the Property hereby conveyed is not subject matter of any sale agreement or any agreement with any other party and that they have not given the Schedule Property by

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*[Signature]*

*[Signature]*

way of rent, lease to any party whatsoever, by way of written deed or otherwise and that Vendor No. 1 is in actual physical possession of the Property hereby conveyed and there are no Tenancy claims on the Schedule Property.

6. That there are no dues / sums / amounts payable by the Purchaser to the Vendors,

7. The Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property and receive the income and profits therefrom, without any interference or disturbance by the Vendors or their predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto.

8. That the Vendors have paid all taxes, cesses on the Property hereby conveyed till this date and all future taxes shall be paid by the Purchaser as assessed by competent authority.

9. That the Schedule Property is not subject to any charge for payment of income tax, wealth tax, gift tax and property tax etc.

10. That the Vendors shall, whenever so required by the Purchaser, do and execute all such acts, deeds and things for morefully and perfectly assuring the title of the Purchaser to the Property hereby conveyed.

11. That they shall keep the Purchaser and his successors in interest fully indemnified and harmless at all times, against any action or proceedings, loss or liability, cost or claim that may arise against the Purchaser or the Property hereby conveyed due to any defect in the title of the Vendors to the Schedule Property or due to any breach in the covenants and representations of the Vendors as contained hereinbefore and /or whereby any person or any predecessors-in-title of the Vendors interferes with the Purchaser's peaceful possession and quiet enjoyment of the Schedule Property.

*Kajee*

*Kajee*

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**SCHEDULE PROPERTY**

**OR**

**PROPERTY HEREBY CONVEYED**

**ITEM NO.1:**

All that piece and parcel of the vacant industrially converted undeveloped land in Survey No.257/25, [earlier No.257], ad-measuring 05 Guntas, situated at Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

On the East : Property bearing Sy.No.230  
On the West : Property bearing Sy.No.257/21  
On the North : Property bearing Sy.No.257/24  
On the South : Property bearing Sy.No.232

**ITEM NO.2:**

All that piece and parcel of the vacant industrially converted undeveloped land in Survey No.257/18, [earlier No.257], ad-measuring 27.04 Guntas including 2 Guntas of Kharab land, situated at Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

On the East : Property bearing Sy.No.257/19 and 257/20  
On the West : Property bearing Sy.No.257/17  
On the North : Property bearing Sy.No.257/5, 257/6 and 257/7  
On the South : Property bearing Sy.No.257/12

**ITEM NO.3:**

All that piece and parcel of the vacant industrially converted undeveloped land in Survey No.257/26, [earlier No.257/4], ad-measuring 1.08 Guntas including 3.12 Guntas of Kharab land, situated at Samethanahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

On the East : Property bearing Sy.No.233 and 258  
On the West : Property bearing Sy.No.38  
On the North : Property bearing Sy.No.257/3  
On the South : Remaining portion of same Sy.No.257/4 and Sy.No.259

*Kojan*

*Kojan*




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The Schedule Property is converted from agricultural to non-agricultural industrial use vide Order Nos.(a) ALN(HA) SR/07/2013-14 dated 22/11/2013 (b) ALN(HA) SR/10/2013-14 dated 05/12/2013 (c) ALN(HA) SR/3/2013-14 dated 22/11/2013 and necessary conversion fees has been paid by the Vendors.


IN WITNESS WHEREOF, the Parties above named have signed this deed, on the day month, year first mentioned above.

**SIGNED AND DELIVERED BY THE VENDORS**



Sl.No.	Name	Signature
1.	<b>B.S.Annegowda</b> Represented by his GPA Holder Susheel Rathi (Susheel Rathi is represented by his GPA Holder V.Rajeev)	
2.	<b>Shanthamma</b> Represented by his GPA Holder Susheel Rathi (Susheel Rathi is represented by his GPA Holder V.Rajeev)	
3.	<b>Muniswamy Gowda</b> Represented by his GPA Holder Susheel Rathi (Susheel Rathi is represented by his GPA Holder Rajeev)	

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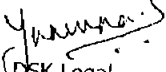
**SIGNED AND RECEIVED BY THE PURCHASER**

Sl. No.	Name	Signature
1.	Susheel Rathi Represented by his GPA holder V.Rajeev	

In the presence of the following Witnesses:

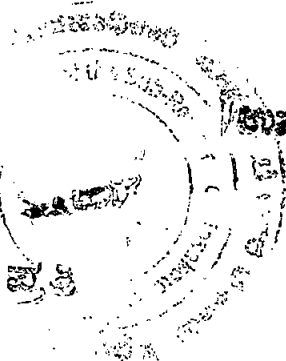
- Name:   
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13ನೇ ಹಾಳೆಯ ನಕಲು ಸಂಖ್ಯೆ 87/18-19

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