

ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ಅದೇಶ ಸಂಖ್ಯೆ ಕರ್ನಾ 152 ಮುನೋಮು 2003
ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ



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Document Sheet

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GOVERNMENT OF KARNATAKA

STAMP DUTY

KARNATAKA

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Registration and Stamps Department

ಬೆಲೆ : ರೂ. 2/-

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ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಲು ಬಳಸಬಹುದು.
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ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ
Date of execution

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

AGREEMENT OF SALE

This Agreement is made and executed on this 4th day of April in the year Two Thousand Eleven at Bangalore.

By and between

257/13, 22

1.

Mr. B.S.MANJUNATH

Aged about 43 years

Son of Late Chikkasiddappa

1a.

Mrs. MANJULA

Aged about 35 years

Wife of B.S.Manjunath

1b.

MASTER MADHU

Aged about 15 years

Son of B.S.Manjunath

1c.

KUMARI NAGAVENI

Aged about 12 years

Daughter of B.S.Manjunath

1b and 1c are minors represented by their

Natural Guardian Manjula

All residing at Bodanahosahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District.

Hereinafter jointly/severally referred to as the "VENDORS" or "OWNERS" (which expression whenever the context so requires or admits shall mean and include their respective legal heirs, successors, successors-in-interest and title, nominees, administrators, executors, assigns etc) of the **ONE PART**.

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And

Mr. R. MANJUNATH

Son of late Ramkrishnappa
Aged about 37 years,
Residing at Garudacharpalya,
Whitefield Road,
Bangalore.

Hereinafter referred to as the "**PURCHASER**" [which expression shall mean and include his heirs, nominees/assignees administrators, executors, beneficiaries, successors/successor-in-title and / or legal representatives and] of the **OTHER PART**.

The **VENDORS** and **PURCHASER** are hereinafter together also referred to as '**Parties**'.

RECITALS

Whereas

- I. The Vendor No.1 is the absolute owner of all that piece and parcel of the agricultural land ad-measuring 30 Guntas of which (a) the land in Survey No.257/13, [earlier part of Sy.No.257] measures 25 Guntas excluding 2 Guntas of 'A' Kharab land and 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) the land Survey No.257/22, [earlier 257] measures 5 Guntas, which is morefully described at Item No.2 of the Schedule hereunder situated at Samathenhalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District, which is morefully described in the Schedule hereunder and hereinafter referred to as "**Schedule Property**".
- II. The Vendor No. 1(a) to 1(c) being wife and children and Vendor No.2 being sister of Vendor No.1 together have agreed to sell and the Purchaser has agreed to buy the Schedule Property. The parties hereto desire to record the terms and conditions of the Sale agreed to in writing, hence this Agreement.

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IT IS NOW agreed that:

Article I AGREEMENT

1. In consideration of the sale price hereby agreed, the Vendors have agreed to sell and the Purchaser has agreed to buy the Schedule Property.

Article II SALE PRICE

1. The Purchaser shall purchase the Schedule Property from the Vendors for a sale price of Rs.30,05,000/- (Rupees Thirty Lakhs Five Thousand only) free from all encumbrances, lis, charges, liens, tenancy, acquisition and claims.
2. The Purchaser has on this day paid an advance sale consideration of Rs. 5,000/- (Rupees Five Thousand only) by cash to the Vendor No.1 above named and the receipt of which the Vendors do hereby accepts, admits and acknowledges and the Purchaser shall pay the remaining sale consideration of Rs.30, 00,000/- only) on the Vendors fulfilling all his obligations as per Article III below and simultaneous with the execution/registration of the Sale Deed.

Article III TITLE

1. The purchase of the Schedule Property contemplated herein by the Purchaser is on the following representations made by the Vendors:
 - (a.). That the Schedule Property is absolutely owned and possessed by the Vendors and that their title thereto is good, marketable and subsisting as mentioned hereinabove and none else has any right, title, interest or share therein and there is no charge, encumbrance, lien, claim on the Schedule Property and it is not subject matter of any notification for acquisition by any statutory authority or the State and it is not subject matter of any lis before any Court or Tribunal, attachment , decree howsoever remote and that there is no order passed whereby the Vendors are restrained from selling the Schedule Property.
 - (b.). That there are no dues or proceedings pending against the Vendors under Income Tax Act, 1961 or due to non payment of any sums on account of tax, cess, octroi etc.
 - (c.). The Schedule Property 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

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acquire, hold the same and there are no tenancy applications pending under the Karnataka Land Reforms Act. Further they have complied with all the provisions of all the statutes including and not limited to Karnataka Land Reforms Act and the Karnataka Land Revenue Act and the sale is not prohibited under the Karnataka Schedule Castes and Scheduled Tribes (Prohibition of Transfer of Certain Lands) Act, 1978.

(d.). The Vendors have complied with all laws of India and have not breached any law whereby the Purchaser will be restrained from purchasing the Schedule Property or the title acquired thereof will be defective and that further if any permission is so deemed required as per law as a prerequisite prior to sale of the said land, such permission shall be so obtained by the Vendors.

(e.). That the Schedule Property is in the physical possession of the Vendors and they have not parted with its possession or any part thereof in any manner including and not limited to through or by any agreement of tenancy or lease and that they have not entered into any Agreement or arrangement for sale or transfer or development of the Schedule Property with anyone else.

(f.). The Schedule Property has been assessed for tax by the Village Panchayath and that the Vendors shall continue to pay all property taxes and dues on the same until the completion of the sale. The Vendors have paid all dues of property tax to the appropriate authority and shall continue to do so until the completion of the sale and that there are no dues under any law whereby there is a threat that the Schedule Property or any part thereof will be brought to sale.

(g.). The Vendors shall before execution/registration of Sale Deed get the Schedule Property separately phoded and get their names mutated as to the new re-survey numbers that will be assigned by the revenue authorities after phodi.

(h.). The Vendor shall obtain/execute all such further documents/deeds as so reasonably required by the Purchaser.

2. In case there is shortfall of land in actual measurement the sale consideration will be pro-rata reduced.
3. All the Kharab land attached to the Schedule Property is being sold by this Agreement and the sale price includes the cost of such purchase.
4. That in case of any representation of the Vendors becoming un-true or incorrect the same shall be rectified at the cost and consequence of the Vendors alone.

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5. The Vendors shall furnish all documents / deeds necessary and as required by the Purchaser or his Attorney for scrutiny of their title to the Schedule Property within 10 days from this day. The Purchaser's Attorney shall expeditiously scrutinize the documents furnished by the Vendors and if he has any queries thereof or he requires inspection/scrutiny of any further documents, he shall forward the request to the Vendors and the same shall be replied to promptly.
6. The Vendors shall extend all co-operations as reasonably required by the Purchaser for completion of scrutiny of title supra, get the Schedule Property surveyed by a Competent Surveyor and also allow the Purchaser or its Attorney to inspect the original deeds of title of the Schedule Property and such records of the Vendors as reasonably required by the Purchaser.
7. The Purchaser shall be entitled to take out a public notice in a news paper(s) of his choice and at his/her cost and in the event there are any objections thereof the same shall be cleared by the Vendors at their cost alone.

Article IV **ORIGINAL TITLE DEEDS**

1. The Vendors shall deliver original title documents of the Schedule Property and hand possession of the Schedule Property shall at the time of execution and registration of the Sale Deed.

Article V **OTHER TERMS**

1. **Agreement:** This Agreement is made in only in one Original which will be retained by the Purchaser.
2. **Nomination:** The Purchaser shall have the right to instruct the Vendors to convey the Schedule Property or any portion thereof in his name or in the name of his nominee and in any proportion /share he so desires and in this regard the Vendors shall have no objection.
3. **Extent of land:** In case the extent of the land in the Schedule Property reduces on physical measurement and as per legal records whereby the extent of land available for purchase reduces, the sale price shall be proportionately reduced.
4. **Time:** Time is the essence of this Agreement for the Vendor to perform and they shall strive to complete their respective obligations at the earliest.

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- 5. Stamp Duty and Registration Fees:** The Purchaser shall solely bear and pay the stamp duty under the Karnataka Stamp Act and Registration charges under the Registration Act in order to register the Sale Deed executed by the Vendors in favour of the Purchaser or his nominee.
- 6. Notice:** Any notice or reply to a notice for breach of this Agreement to any party hereto shall be in writing and sent by Registered Post Acknowledgement Due and to the address as set out herein above. A notice sent as above shall be deemed to have been delivered to the other party within 7 days from the date of it being sent.
- 7. Indemnity:**
- 7.1.** The Vendors 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 to be 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 Purchasers peaceful possession and quiet enjoyment of the Schedule Property.
- 8. Dispute resolution and remedies:**
- 8.1** The parties shall be entitled to specific performance of this Agreement in the event of there being a breach of this Agreement and that the said breach has not been rectified by the breaching party within 30 days of receipt of a notice from the enforcing party.
- 8.2** In the event either party commits breach of the terms of this Agreement or with regard to the rights and obligations there from or as to the Schedule Property and that inspite of the best efforts of the parties hereto there is no amicable resolution of the dispute, the dispute shall be referred for arbitration to a sole arbitrator as provided under the Indian Arbitration and Conciliation Act. The seat of Arbitration shall be Bangalore and held in English. To appoint a sole arbitrator, each party hereto shall give notice to the other party of appointment of an Arbitrator on their behalf and thereafter both the arbitrators appointed by the parties shall appoint a sole Arbitrator who shall conduct the Arbitration proceedings. The costs for Arbitration and dispute resolution shall be as decided by the Arbitrator.
- 8.3** The Arbitrator so appointed shall solely be entitled to determine the quantum of liquidated damages payable by any party for committing breach of this Agreement.

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SCHEDULE PROPERTY

ITEM NO.1 :

All that piece and parcel of the agricultural dry land being portion of Survey No. 257/13 (earlier part of Sy.No. 257) ad-measuring 25 Guntas excluding 2 Guntas of 'A' Kharab land situated at Samathanahalli Village, Anugondanahalli Hobli, Hoskote Bangalore Rural District and which is bounded follows:

- On the East : Survey No.257/16
- On the West : Survey No.36
- On the North : Survey No.257/14
- On the South : Survey No.257/12

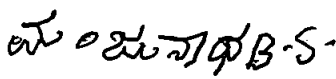
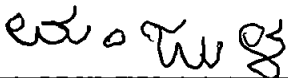
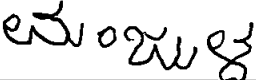
ITEM NO.2:

All that piece and parcel of the agricultural dry land in Survey No.257/22, [earlier part of Sy.No.257], ad-measuring 5 Guntas, situated at Samathanahalli Village, Anogondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

- On the East : Survey No.257/8 and 230
- On the West : Survey No.257/21
- On the North : Survey No.269
- On the South : Survey No.257/23

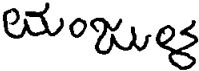
IN WITNESS WHEREOF, the Parties abovenamed have signed this deed, on the day month, year first mentioned above.


SIGNED AND DELIVERED BY THE VENDORS

Sl.No.	Name	Signature
1.	B.S. Srinivas Manjunath	
1a.	M. Srinivas Manjula	
1b.	A. Srinivas MADHU	

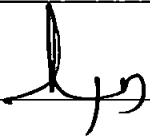
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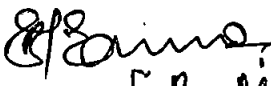





SIGNED AND RECEIVED BY THE PURCHASER

Sl. No.	Name	Signature
1.	R.Manjunath	

In the presence of the following Witnesses:

1. 
Name: C.R.M. PRAKASH S/O -
Age:
Address: - B.K. Muniswamy Gowda -
Bodhana Hosahalli
2. 
Name: M.D. S. Rajanna
Age:
Address: Bodhana Hosahalli

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