್ ಗ್ಲಿ ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09–05–2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

## ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

ದಸ್ತಾವೇಜು ಹಾಳೆ Document Sheet

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು This sheet can be used for any document

ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟ ದಿನಾಂಕ Date of execution ಪಾವತಿಸಿದ ಒಟ್ಟು ಮುದ್ರಾಂಕ ಶುಲ್ಕ ರೂ. Total stamp duty paid Rs.

ಈ ಮ್ಯಾವೇಜು .....! ಮುಗಳನ್ನೊಳಗೊಂಡಿದೆ SALE DEED ಕ್ಷೇತ್ರವ ... . . . . ನೇ ಪುಟ

This **SALE DEED** is made and executed on this the 5<sup>th</sup> day of May in the year Two Thousand Ten at Bangalore.

BY

- MR. MUNISHAMPPA
   Son of Kakappa
   Aged about 72 years
- 2. MR. SUBRAMANI
  Son of Munishamappa,
  Aged about 34 years
- MRS. USHARANI
   Wife of Subramani,
   Aged about 28 years
- 4. KUMARI. ASHRITHA
  Daughter of Subramani
  Aged about 8 years
- 5. MASTER. SUHAS GOWDA
  Son of Subramani
  Aged about 4 years
  No.4 and 5, being minor represented by their
  Natural Guardian, mother Usharani.
- 6. MRS. AMMAYA
  Daughter of Late Munishamappa
  Aged about 42 years.

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## 7. MRS. PADMA

Daughter of Late Munishamappa Aged about 38 years,

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

Vendors No.1 to 7 are represented by their General Power of Attorney holder,

Mr.Tony Thangraj Son of Manik Raja, Aged about 46 years, Residing at 10-1-520, Marian Villa, East Marredpally, Secundarabad

(vide General Power of Attorney dated 10/08/2007 and registered as document No.HSK-4-00244/2007-08, stored in C.D.No.HSKD95 in the office of Sub-registrar, Hoskote, Bangalore),

hereinafter 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.

#### **TOGETHER WITH**

Mr. R. MANJUNATH
Son of late Ramkrishnappa
Aged about 36 years,
Residing at Garudacharpalya,
Whitefield Road,
Bangalore.

hereinafter referred to as the "AGREEMENT HOLDER" on [which expression shall mean and include his legal heirs, administrators, executors, beneficiaries, successors/successor-in-title and / or legal representatives] of the SECOND PART.

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IN FAVOUR OF

Mr. TONY THANGARAJ Son of Manik Rai Aged about 46 years, Residing at 10-1-520, East Marredpally, Secunderabad. AHIPM 9277A DAN NO referred to as the expression shall mean and include his legal heirs. administrators, executors, beneficiaries. successors/successor-in-title and / or legal representatives] of the OTHER PART

## **RECITALS**

#### **WHEREAS**

- I. The Vendors represents that all that piece and parcel of the agricultural land totally ad-measuring 20 Acres and 19 Guntas of which the land in Survey No.257, Samathanahalli Village, Anogondanahalli Hobli, Hoskote Tauk, Bangalore Rural District hereinafter referred to as "Larger Property" was earlier owned by joint family comprising of Ramakka [wife of late Chikkasiddappa,] and her brothers-in-law, Muniyappa [son of late Chikkamunishamappa] and Munishamappa, [the Vendor No.1 herein and son of late Kakappa] and Ramaiah [son of late Kakappa]. The said Chikkamunishamappa and Kakappa were brothers and Chikkasiddappa was son of Chikkamunishamappa.
- II. Subsequently since the aforesaid joint family was not willing to live jointly, they along with their children partitioned the Larger Property along with other joint family properties belonging to them as per panchayath partition dated 06/03/1993.
- III. As per the aforesaid panchayath partition, Vendor No.2 [Subramani] got to his share an extent of 2 Acres 13 ½ Guntas in Larger Property. The Larger Property was later bifurcated/phoded into 10 parts as Survey No.257/1 to 257/10 and the name of Vendor No.2 is mutated in the revenue records of Samathanahalli Village Panchayath to the aforesaid extent of his share in the Larger Property in Survey No.257/1 as per Mutation register bearing No.28/2005-06 and since then he is in peaceful possession and enjoyment of the same and has been regularly paying taxes thereof.

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I hereby certify that on production of the diginal document, I have satisfied myself that the stamp duty of Rs. ,,198800/-/-has been paid thereon

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ನಂಬರ HSK-1-00529-2010-11 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ HSKD148 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 06-05-2010 ನಂದು ನ್ಯೊಂದಾಯಿಸಲಾಗಿದೆ

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Designed and Developed by C-DAC, ACTS, Pune

- IV. The Vendor No.1 is the father and Vendor No.3 to 7 are wife, children and sisters respectively of Vendor No.2 and in the aforesaid manner the vendors have become absolute owners of 2 Acre and 13 ½ guntas in Survey No.257/1.
- V. The Vendors above named together had entered into an Agreement for Sale of the Schedule Property on 10/08/2007, ['AOS'], registered as document No.HSK-1-02516/2007-08, Book I, recorded in C.D.No. HSKD95 in the office of the Subregistrar, Hoskote ['AOS'] with the Agreement Holder thereby agreeing to sell the portion of their share in Survey No.257/1 totally ad-measuring 33 ¼ Guntas which is morefully described in the schedule hereunder and hereinafter referred to as "Schedule Property" to the Agreement Holder. The Agreement Holder was also entitled to assign his rights in the AOS in favour of any third party and in pursuance of the same the Agreement Holder has assigned all his rights in the AOS in favour of the Purchaser abovenamed as per the Assignment Agreement dated 13/08/2007 for a total sale consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) and requested the Vendors to execute the Sale Deed in favour of Purchaser.
- VI. In view of the above, the Vendors have offered to sell the Schedule Property and the Purchaser has agreed to purchase the same for a total sale consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) and in pursuance thereto the Vendors have made the following representations as to the Schedule Property:
  - (a) That Vendors are the absolute owners of the Schedule Property as aforesaid and the same is not part of Joint Hindu Family or in which there is any 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.
    - (b) 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

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## ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

## ಪ್ರಮಾಣ ಪತ್ರ

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remote of any kind and nor is it mortgaged or 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 Vendors and that they have 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 10/08/2007 registered as document No.HSK-4-00244/2007-08 stored in C.D. No.HSKD95 in the office of Sub-registrar, Hoskote, Bangalore is still valid and subsisting.

Based on the aforesaid representations, the Purchaser has agreed to purchase the Schedule Property free from all encumbrances and in pursuance thereof the Purchaser has called upon the Vendors and Agreement Holder to execute this Deed of Sale.

**NOW THIS DEED OF SALE WITNESSETH that** in the pursuance of the foregoing and in consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) paid by the Purchaser to the Owners and Agreement Holder as per their instructions in the following manner:-

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- (a). Rs.33,25,000/- [Rupees Thirty Three Lakhs Twenty Fiven Thousand Only] paid to the Owners vide Demand Draft bearing No.412497 dated 09/08/2007, drawn on Andhra Bank payable at Bangalore.
- (b). Rs.1,75,000/- [Rupees One Lakh Seventy Five Thousand Only] paid to the Agreement Holder being the consideration for assigning his rights under the AOS,

the receipt of which the Vendors and Agreement Holder do hereby accept and acknowledge in full, final settlement and 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 agricultural land bearing Survey No.257/1 totally ad-measuring 33 ¼ Guntas, situated at Samathanahalli Village, Anagondanahalli Hobli, Hoskote Taluk and which is morefully described in Schedule hereunder 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 AND THE AGREEMENT HOLDER 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 the same is not part of Joint Hindu Family or in which there is any 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 were 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.

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- 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 way of rent, lease to any party whatsoever, by way of written deed or otherwise and that he 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 either to the Vendors or Agreement Holder.
- 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 his predecessors-in-title or any one claiming through or under him 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 General Power of Attorney dated 10/08/2007 registered as document No. HSK-4-00244/2007-08 stored in C.D. No. HSKD95 in the office of Sub-registrar, Hoskote, Bangalore is still valid and subsisting.
- 11. That the Vendors and Agreement Holder 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.

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12. 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 peaceful possession and quiet enjoyment of the Schedule Property.

## **SCHEDULE PROPERTY**

All that piece and parcel of the agricultural dry land being portion of Survey No. 257/1 (earlier No.257) ad-measuring 33 ¼ Guntas situated at Samathenahalli Village, Anugondanahalli Hobli, Hoskote Bangalore Rural District and which is bounded follows:

On the East

: Chikkasiddappa's property,

On the West

Puttappa's property,

On the North

: Venkatamma's property,

On the South

: Chikkasiddappa's property.

The Fair Market value of the Property hereby conveyed is Rs.35,00,000/ (Rupees Thirty Five Lakhs Only).

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

SIGNED AND DELIVERED BY THE VENDORS

Represented by their Power of Attorney Holder

**TONY THANGARAJ** 

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SIGNED AND RECEIVED BY THE AGREEMENT HOLDER R.MANJUNATH

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# SIGNED AND RECEIVED BY THE PURCHASER **TONY THANGARAJ**

In the presence of the following Witnesses:

R, BORGOR 1.

Name:

Age:

SOOR DIBUST OUT OF DE Address:

2.

120 Bras Suaduras Name: When & RA Way Address:

S. P NAYAK

**Document drafted by:** 

Ajesh Kumar. S Advocate

**AKS Law Associates** 

E 303-304, "Sunrise Chambers"/

No.22, Ulsoor Road, Bangalore 560 042.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ತಹಶೀಲ್ದಾರ್ ರವರ ಕಛೇರಿ, ಹೊಸಕೋಚೆ ತಾಲ್ಲೊಕು

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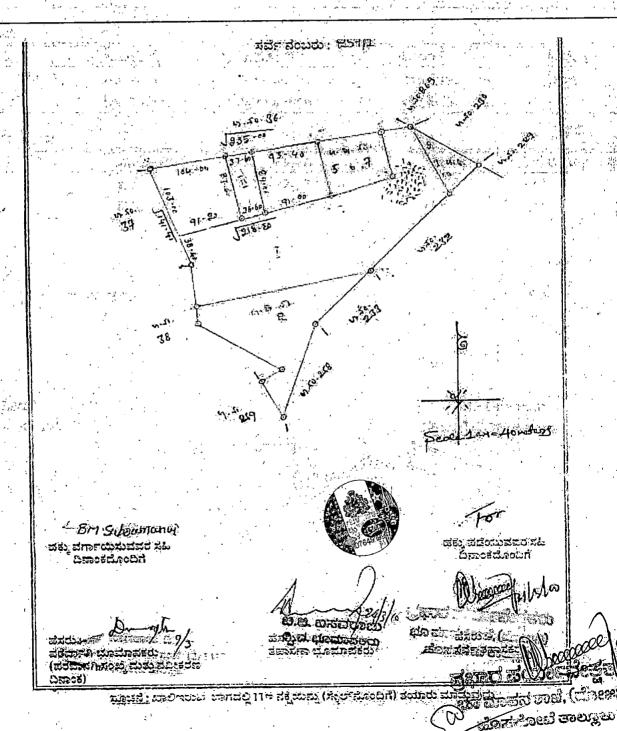
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2 9 N							
9.77 <b>x.</b>	డట్ప	ಖರಾಬು ಎ	ಖರಾಬು ಬಿ	ಸಾಗುವಳಿ	ಹಕ್ಕು ಪಡೆಯುವವರ /	ತಂದೆಯ ಹೆಸರು /	ಹಕ್ಕುಪಡೆಯುವವರ /
, 4 <b>5</b>	చిస్తిఁణ౯	చిస్తిఁణ౯	<mark>చిస్తి</mark> ఁణ౯	చిస్తిఁణ౯	ಸ್ವಾಧೀನದಾರರ ಹೆಸರು	ಗಂಡನ ಹೆಸರು	ಸ್ವಾಧೀನದಾರರ ವಿಸ್ತೀರ್ಣ
(1	13-23- 0.00		0-0-0.00	12-23- 0.00	B.M.ಸುಬ್ರಮಣಿ	ಮುನಿಶಾಮಪ್ಪ	1-20-4.00
					B.M. ්නපුසු	ಮುನಿಶಾದುಪ್ಪ	2-13-0.00
,	]				ರಾಮಯ್ಯ	ಕಾಕಪ್ಪ	4-26-8.00
		:			B.S.ಅಣ್ಣೇಗೌಡ	ಲೇಟ್ ಚೆಕ್ಕಸಿದ್ದಪ್ಪ	1-1-0.00
					S.ನಾರಾಯಣಪ್ಪ	ಲೇಟ್ ಚೆಕ್ಕಸಿದ್ದಪ್ಪ	1-0-12.00
				ľ	ಶ್ರೀನಿವಾಸ	ಲೇಟ್ ಚೆಕ್ಕಸಿದ್ದಪ್ಪ	1-0-12.00
					ಮಂಜುನಾಥ್	ಲೇಟ್ ಚೆಕ್ಕಸಿದ್ದಪ್ಪ	1-0-12.00
2	0-33- 4.00	0-0-0.00	0-0-0.00	0-33-4.00	ಟೋನಿತಂಗರಾಜ್	ಮಾಣಿಕ್ ರಾಜ್	0-33-4.00

ಚೆಕ್ಕುಬಂದಿ ವಿವರ

ಹಂತದ ಸಂಖ್ಯೆ	ಉತ್ತರಕ್ಕೆ	ಪೂರ್ವಕ್ಕೆ	ದಕ್ಷಿಣಕ್ಕ	ಪಶ್ಚಿಮಕ್ಕೆ
2	ಸ ನಂ 36	ಬ್ಲಾಕ್ ನಂ 1	ಬ್ಲಾಕ್ ನಂ 1	ಬ್ಲಾಕ್ ನಂ 1
1	ಸ ನಂ 36	ಲಾ ಹಿ 8.9.10	ಲಾ ಹಿ 2	ಸ ನಂ 37

ಬಾಬು ವಿಂಗಡಣೆ ವಿವರ

ಸ್ಥಳ : ಹೊಸಕೋಟೆ

ಹಂತದ ಸಂಖ್ಯೆ	ಬಾಬು ತರಹೆ	ವಿಸ್ತೀರ್ಣ	ಆಕಾರ	ನೀರಿನ ಆಶ್ರಯ
1	<b>మి</b> డ్కి	12-23-0.00	16.12	ಮಳೆ
2	ಖುಷ್ಟಿ	0-33-4.00	1.06	ಮಳ

ಸರ್ವೆ ತಪಾಸಕರ ಷರಾ : ಸದರಿ ಕಡತವನ್ನು ಅಂಗೀಕರಿಸಬಹುದು

B.B Kempraju ಮೋಜಿಣಿ ನಿರ್ವಾಹಕರು

ದಿನಾಂಕ : 12-04-2010

Valid Till 31/05/2010

4100/11/CI