ಈ ವಿಸ್ತಾಪ್ಷೇಜು ಹಾಳೆಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ಕಂಇ 152 ಮುನೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

ದಸ್ಕಾವೇಜು ಹಾಳೆ **Document Sheet**



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 ಮಾವೇಜು!...... ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದೆ

AGREEMENT OF SALE

This Agreement is made and executed on this 13th day of August in the year Two Thousand Seven at Bangalore

By and between

MR. MUNIYAPPA

Son of Chikkamunishamappa

Aged about 80 years

MR.B.M.KRISHNAPPA

Son of Muniyppa

Aged about 42 years

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ಸಲ್ ರಜಿಸ್ಟ್ರಾರ ಹೊಸೆಕೋಟೆ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 13-08-2007 ರಂದು 04:50:55 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಫೀಯೊಂದಿಗೆ

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ಾಪಾಯಿ......ಮಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

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3. MRS.PADMA

Wife of B.M.Krishnappa Aged about 30 years

4. MASTER. RAMESH

Son of B.M.Krishnappa Aged about 7 years

5. MASTER.RAGHAVENDRA

Son of B.M.Krishnappa
Aged about 16 years
No.4 and 5, being minor
represented by their natural
guardian mother Padma.
All above residing at Bodanahosahalli Village,
Anugondanahalli Hobli,
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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7	ಬಿ ಎಂ ರಾಜಣ್ಣ ಬಿನ್ ಮುನಿಯಪ್ಪ . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			Morriz
8	ಬಿ ಎಂ ಹೇಮಾವತಿ ಕೋಂ ಬಿ ಎಂ ರಾಜಣ್ಣ ತನಗಾಗಿ ಮತ್ತು ಮೈನರ್ ಮಕ್ಕಳ ಪರವಾಗಿ . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			æ° బమాలా ని
9	ಜಯಲಕ್ಷ್ಮ ಮ್ಮ ಬಿನ್ ಮುನಿಯಪ್ಪ . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			सब है है
10	ಕಲವತಿ ಬಿನ್ ಮುನಿಯಪ್ಪ . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			\$00033.

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<u>And</u>

Mr. R. MANJUNATH

Son of late Ramkrishnappa Aged about 34 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

The Vendors above named are the absolute owners of all that piece and parcel of the agricultural land ad-measuring 25 ½ Guntas of which (a). the land in portion of Survey No.257/5, [earlier 257] measures 19 Guntas and which is

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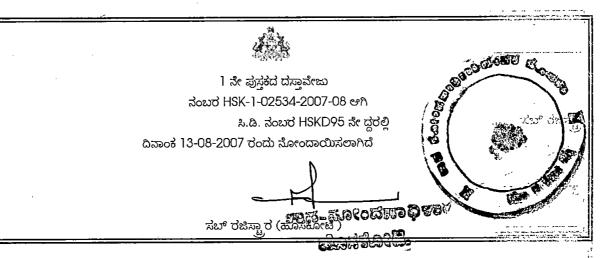
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1	ಆರ್ ಚಂದ್ರಾರೆಡ್ಡಿ ಬಿನ್ ರಾಮಸ್ವಾಮಿರೆಡ್ಡಿ ಬೋಧನೆಹೊಸಹಳ್ಳಿ ಹೊಸಕೋಟೆ ತಾ	R. 2000008
2	ಆನಂದಚಾರಿ ಬಿನ್ ಚಿಕ್ಕರಾಮಚಾರಿ ಬೋಧನಹೊಸಹಳ್ಳಿ ಹೊಸಕೋಟೆ ತಾ	10. E. Cooples

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Designed and Developed by C-DAC, ACTS, Pune

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 in portion of Survey No.257/10, [earlier 257] measures 6 1/2 Guntas, which is morefully described at Item No.2 of the Schedule hereunder and hereinafter referred to as "Item No.2 of the Schedule Property" both situated at both situated at at Samathenahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District, which is together morefully described in the Schedule hereto and hereinafter together referred to as the "Schedule Property".

The Vendors being the absolute owners in right, title and interest of the Schedule Property and being in peaceful possession thereof, 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.

IT IS NOW agreed that:

Article I AGREEMENT

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

The Purchaser shall purchase the Schedule Property from the Vendors for a sale price of Rs.25,50,000/- (Rupees Twenty Five Lakhs Fifty Thousand

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ठान छोजान २५.३४. से टांक रिस्ति है. से जाने

ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

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ದಿನಾಂಕ : 13/08/2007

ಉಪ-ನೋಂದಣಿಯಲ್ಲಿ ಯುಕ್ತಿ ಅಧಕ್ಕಾರ ಭಾರತ್ತು

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Designed and Developed by C-DAC, ACTS Pune.

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- only) free from all encumbrances , lis , charges , liens , tenancy , acquisition and claims.
- The Purchaser has on this day paid the entire sale consideration of Rs.25,50,000/- (Rupees Twenty Five Lakhs Fifty Thousand only) to the Vendor No.1 above named vide D.D No. 412502, dated 09/08/2007 drawn on Andhra Bank, West Marredpally, Secunderabad payable at Bangalore and the receipt, of which the Vendors does hereby accepts, admits and acknowledges.
- 3. As the entire sale consideration is paid, on the Vendors fulfilling their obligations as per Article II, the parties shall execute the sale deed to convey the Schedule Property.

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 that none else has any right, title, interest or share therein and that it is not part of Joint Hindu Family or in which there is any minor's right, title and interest 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

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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 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.

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- (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.
- 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 Purchasers Attorney shall

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expeditiously scrutinize the documents furnished by the Vendors and if he has any queries thereof or he require inspection/scrutiny of any further documents, he shall forward the request to the Vendors and the same shall be replied to promptly.

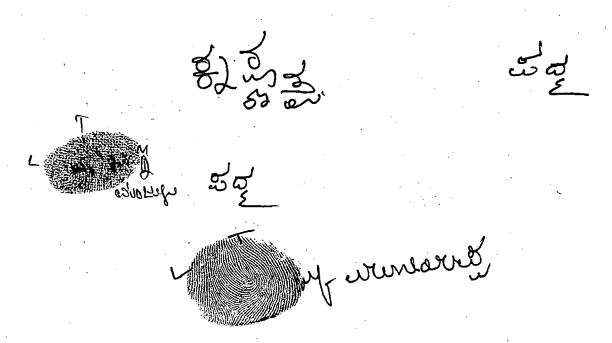
- 6. The Vendors shall extend all co-operations as reasonably required by the Purchaser for completion of scrutiny of title supra, get the Schedule Property surveyed by a Competent Surveyor and also allow the Purchaser or its Attorney to inspect the original deeds of title of the Schedule Property and 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 have now delivered available original title documents of the Schedule Property and shall deliver the remaining title documents 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.



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- 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.
- 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. General Power of Attorney:

7.1. Simultaneously on the execution of this Agreement, the Vendors shall executed a Power of Attorney in favour of Tony Thangarej interalia empowering him to sign, execute, enter into agreement/sale deed and to present and admit the execution of the same and any other Confirmation

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Deed/Rectification Deed/or any other documents /deeds before the Sub-Registrar of Assurance and to register the same and in this regard to sign all necessary deeds, affidavits, documents etc., The said General Power of Attorney is coupled with consideration and the same is irrevocable.

8. Indemnity:

8.1. 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.

9. Dispute resolution and remedies:

9.1. 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.

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SCHEDULE PROPERTY

ITEM NO.1:

All that piece and parcel of the agricultural land bearing portion of Survey No.257/5, [earlier 257], ad-measuring 19 Guntas, situated at Samathanahalli Village, Anogondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

On the East

On the West

On the North

On the South

On the South

ITEM NO.2:

All that piece and parcel of the agricultural land bearing portion of Survey No.257/10, [earlier 257],ad-measuring 6 ½ Guntas, situated at Samathanahalli Village, Anogondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

On the East

On the West

On the North

On the South

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In Witness whereof the parties hereto have executed this Agreement in the presence of Witnesses on the day, month and year mentioned hereinbefore

SIGNED AND DELIVERED BY THE VENDORS

SI. No.	Name	Signature
1.	Muniyappa	whomen
2.	B.M.Krishnappa	1
		ब्रीक्रेइ
3.	Padma	
		ವೆ <u>ವ</u>
4.	Ramesh	
	Minor represented by	
	his natural gurardian	
•	mother Padma.	వ్ ద్ద
5.	Raghavendra	
•	Minor represented by	
·	his natural gurardian	క ద
	mother Padma.	٤

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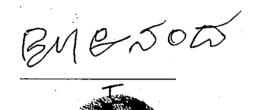
Consenting Witnesses who have read and agreed to be bound by this deed and covenant that the Schedule Property is the absolute Property of the Vendors above named and they do not have any right, title and interest in the Schedule Property.

- MR. B.M.ANAND
 Son of Muniyappa
 Age about 36 years
- 1a. MRS. MANJULA
 Wife of B.M.Anand
 Aged about 32 years
- 1b. KUMARI. HEMALATHA Daughter of B.M.Anand Aged about 15 years
- 1c. MASTER.THYAGARAJ

 Son of B.M.Anand

 Aged about 14 years

 No.1 b and 1c both being minor represented by their natural guardian mother Manjula.
- 2. MR. B.M.RAJANNA
 Son of Muniyappa
 Aged about 34 years







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2a. MRS. HEMAVATHI Wife of B.M.Rajanna

Aged about 25 years

MASTER, SANTHOSH 2b.

> Son of B.M.Rajanna Aged about 8 years

KUMARI SUSHMA 2c.

> Daughter of B.M.Rajanna Aged about 3 years

3. MRS. JAYALAKSHMAMMA Daughter of Muniyappa

Aged about 38 years

4. MRS. KALAVATHI

> Daughter of Muniyappa Aged about 30 years

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[minor represented by her Natural guardian mother Hemavathi]

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[minor represented by her Natural guardian mother Hemavathij.

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SIGNED AND RECEIVED BY THE PURCHASER

SI. No.	Name	Signature
1.	R.Manjunath	ly?

In the presence of the following Witnesses:

1.

Name: しょうのである Age: 3k ま、とのやかかんかん

A. Los Backs. A

Age: 37 Slo. 600 mg wood Q

Jacks Excepte Address:

Document drafted by:

Ajesh Kumar S

Advocate -

AKS Law Associates

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12/11/2014