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ಕ್ಷೇ ನಿರ್ವಾದೇಜು ಹಾಳಯನ್ನು ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ಆದ್ಯತ್ರ ಸಮ್ಮ ಕರ್ಣ 152 ಮುಗೋಮು 2003 ದಿನಾಂಕ 09-05-2003ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ದಸ್ತಾರ್ಬಿಜನ್ನು ಜರೆಮಕೊಟ್ಟ ವಿಣಾಂಕ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ Government of Karnataka

ದಸ್ತಾವೇಯ ಪ್ರಾಳಿ್ದಿ Document Sheet



Date of execution

ನೋಂಡಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Registration and Stamps Department

ಬೆಲೆ: ರೂ. 2/-

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AGREEMENT OF SALE

This Agreement is made and executed on this 4^{th} day of October in the year Two Thousand Twelve at Bangalore.

By and between

Sing Sing and Sing

Mr. B.S.ANNEGOWDA Aged about 60 years

Aged about 60 years Son of Late Chikkasiddappa

Mrs. SHANTHAMMA Aged about 50 years Wife of B.S.Annegowda

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣೆ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Susheel Rathi S/o H S Rathi Rep GPA Holder V Rajeev . ಇವರು 200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

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ಉಪ-ನೋಂಡಣೆ ಮತ್ತು ಯುಕ್ತ ಆಧಿಕಾರಿ

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3. Mr.B.A.MUNISWAMY GOWDA

Aged about 31 years Son of B.S.Annegowda

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transport may

All above 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**.

<u>And</u>

MR.SUSHEEL RATHI

Son of H.S.Rathi
Aged about 39 years
residing at 18 A, Binnycresent Apartment,
16th Benson Cross Road
Bangalore -560 046
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 his heirs, noninnees/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'.

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ಶ್ರೀ Susheel Rathi S/o H S Rathi Rep GPA Holder V Rajeev ಇವರಿಂದ ಹಾಜರೆ ಮಾಡಲ್ಪಟ್ಟಿದೆ

, ಹೆಸರು	ಸೋಟೊ	ಹೆಬ್ಬಟ್ಟಿನ ಗುರುತು	×&
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ಬರೆದುಕೊಟ್ಟದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶ: ಪ್ರತಿಫಲ ರೂ.......(ರೂಪಾಯೆ..................ರುಟ್ಟದಾಗಿ) ಒಪ್ಪಿರಾಗಿ) ಒಪ್ಪಿರಾಗಿ

క్రమ ಸಂఖ్య	ਲੰਸਦੀ	Çordo :	ಹೆಬ್ಬಿಬ್ಬನ ಗುರುಸು	ಸಹಿ
1	Susheel Rathi S/o H S Rathi . (ಬರಸಿಕೊಂಡವರು)			Rojeal
2	B S Annegowda S/o Late Chikkasidaappa (ಬರೆದುಹಿಡುವವರು)			B.S. W. W. S.

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RECITALS

Whereas

I. The Vendors above named are the absolute owners of all that piece and parcel of the agricultural land ad-measuring 34 Guntas of which (a) land in portion of Survey No.257/25 [earlier 257] measures 5 Guntas, (b). the land in portion of Survey No.257/18 [earlier 257], measures 25.04 Guntas, (c) land in portion of Survey No.257/4 [earlier 257] measures 3.12 Guntas all situated at Samathenahalli Village, Anugondanahalli Hobli, Hoskote Taluk, Bangalore Rural District which are morefully described at item no.1, item no.2 and item no.3 respectively of the Schedule hereunder and hereinafter together referred to as the "Schedule Property".

II. 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 purchase 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 1 AGREEMENT

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

Article II SALE PRICE

- The Purchaser shall purchase the Schedule Property from the Vendors for a sale price of Rs.34,00,000/- (Rupees Thirty Four Lakhs only) free from all encumbrances, lis, charges, liens, tenancy, acquisition and claims.
- 2. The Purchaser has on this day paid the entire sale consideration of Rs.34,00,000/-(Rupees Thirty Four Lakhs only) in full and final settlement to the Vendors as per their instructions as follows:

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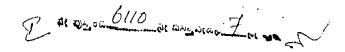
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. 3	Shanthomma W/o B S Annegowda (ಬರೆದುಕೊಡುವವರು)			L.TM
4	B A Muniswamy Gowda S/o B S Annegowda (ಬರೆಯಸೊಡುವವರು)			otus Propostor Jo

ಕೂಸಕೋಟೆ.



Rs.5,00,000/- (Rupees Five Lakhs Only) vide D.D No. <u>プ& SS ださ</u>, dated (a) 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore in the name of B.S.AnneGowda.

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 jointly in the names of Muniswamy Gowda and Shanthamma.

Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) vide D.D.No. 12 5 534, (c) dated 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore in the name of Nethravathi.

Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) vide D.D.No. 12 SSSS ... (d) dated 03/10/2012 drawn on Syndicate Bank, Sholay Circle Branch, Bangalore in the name of Sharadanima.

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 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

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క్రమ సంజ్మీ	ಕನರು ಮತ್ತು ಎಳುಚ	ಸಹಿ
1	R.Chandra Reddy S7o Ramaswarny Reddy Bhodonahosaholli , Hoskote Taluk	R-200008
2	M Rajanna S/o Muniyuppa Bhodanahosahalli , Hoskote Taluk	MOSK B

ण्य राज्य राज्य

I hereby certify that on production of the original document. have satisfied myself that the stamp duty of Rs. ...1700007-7- has been paid thereon. Book-IV Document No. 215/12-13. HSKD No. 306 Date: 05--10-2p12

Designed and Developed by C. DAC, ACTS, Prine

ಿಸೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ಸಂಬರ HSK-1-06110-2012-13 ಆಗಿ ಸಿ.ಡಿ. ಸಂಬರ HSKD306 ನೇ ದ್ದರಲ್ಲಿ ದಿನಾಂಕ 05-10 2012 ರಂದು ಸೋಂದಾಯಸಲಾಗಿದ

- इंधा विश्वस्तु ए (क्वासीकार) 🤇

Designed and Doveloped by C-DAC, ACTS, Pune

Land Revenue Act and the sale is not prohibited under the Kamataka 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 by the revenue authorities after phodi.
- (h.). The Vendors shall obtain/execute all such further documents/deeds as so reasonably required by the Purchaser.
- **2.** 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.
- 3. 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.
- 4. 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.

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5. 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. The possession of the schedule Property is delivered at time of execution I layer of sale facial.

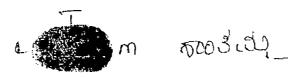
Article V OTHER TERMS

- **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 Vendors 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. In view of having received the entire sale price the Vendors shall execute a General Power of Attorney in favour of the Purchaser interalia empowering him to carry out the acts,

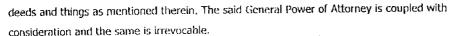
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8. Indemnity:

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.
- 9.2. In the event either party commits breach of the terms of this Agreement or with regard to the rights and obligations therefrom 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 under the Arbitration and Conciliation Act, 1996 by a Sole Arbitrator to be mutually agreed between the Parties. In the absence of an agreement in relation to the appointment of the Sole Arbitrator between the Parties hereto, the arbitral tribunal shall consist of three arbitrators one of whom shall be appointed by each party. The third arbitrator shall be selected by mutual agreement of the first two arbitrators. The arbitration shall take place in Bangalore in English language. The decision of the Arbitrator shall be final and binding.

SCHEDULE PROPERTY

ITEM NO.1:

All that piece and parcel of the agricultural land being portion of Survey No.257/25, [earlier No.257], ad-measuring 05 Guntas, situated at Samathanahalli Village, Anogondanahalli Hobli, Hoskote Taluk, Bangalore Rural District and which is bounded follows:

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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 agricultural land being portion of Survey No.257/18, [earlier No.257], ad-measuring 25.04 Guntas, situated at Samathanahalli Village, Anogondanahalli 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 agricultural land being portion of Survey No.257/4, [earlier No.257], ad-measuring 3.12 Guntas, situated at Samathanahalli Village, Anogondanahalli 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 t\he North

: Property bearing Sy.No.257/3

On the South

: Remaining portion of same Sy.No.257/4 and Sy.No.259

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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.	B.S.Annegowda	B-G, 40 \$7 04 806
2.	Shanthamma	m 500347
4.	B.A.Muniswamy Gowda	B A. E. Broker

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SIGNED AND RECEIVED BY THE PURCHASER

Sl. No.	Name	Signature
1.	Susheel Rathi	
	(Represented by his	Dave.
	General Power of Attorney	VO'X
	Holder V.Rajeev)	<i>\$</i>

In the presence of the following Witnesses:

1.

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Name:

MOSTA SE, S/0 20000000

Address: 9 Stop IN TONE OS

Document drafted by:

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