1 4-4-10

A see Regionation and Some hope in an

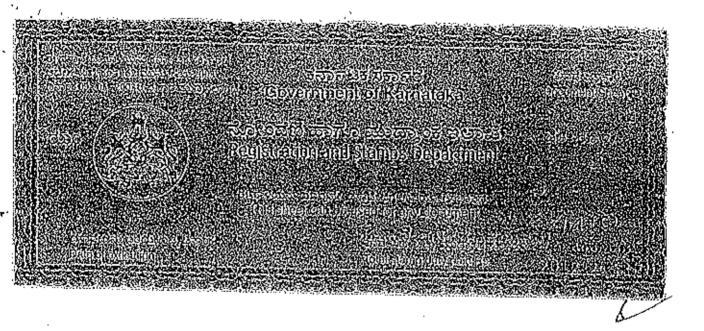
SALE DEED

THIS DEED OF SALE is made and executed on this day of 3rd day of August, 2012 (3/8/2012) at Bangalore

### BY AND BETWEEN:

- Sri. M.Ananthamurthy S/o Late Munivenkatappa Aged about 55 Years
- 2 Sri. Harish S/o M.Ananthamurthy Aged about 25 Years
- 3 Smt Hema D/o M.Ananthamurthy Aged about 22 Years
- 4. Sri. M.Srinivas S/o Late Munivenkatappa Aged about 48 Years

The state of the s



All are R/at No.335, Nagavara Palya, C.V.Ramannagar Post, K.R.Puram, Bangalore East Taluk. Bangalore-560 093.

All are represented by their GPA Holder Sri. K.Indusekhar, S/o Late K.Mohan Naidu Aged about 39 Years, No.1-150, Bangarumitta, Avilala Post, Tirupathi Rural, Chittoor District, Andhra Pradesh.

Hereinafter called the VENDORS (which term shall mean and include all their legal heirs, representatives, administrators, executors, assignees etc., of the One Part.

#### AND:

**\***3

Sri. K.Indusekhar, S/o Late K.Mohan Naidu Aged about 39 Years, No.1-150, Bangarumitta, Avilala Post, Tirupathi Rural, Chittoor District, Andhra Pradesh,



ķ.

Ö

72°

Hereinafter called the PURCHASER, which term shall mean and include his legal heirs, representatives, administrators, executors, assignces etc., of the Other Part.

- WHEREAS basically the land bearing Sy.No.10 to the extent of 5 Acres 13 Guntas belonging to Syed Mohiddin Saheb and his family members viz., (1) Syed Ali (2)Syed Ibrahim (3) Syed Abdul Rozak (4) Syed Abdul Subhan and (5) Syed Abdul Khudus. Out of the said land they have sold 1 Acre 13 Guntas and karab 10 guntas in favour of the Vendor No.1 herein viz., M.Ananthamurthy and Vendor No.5 viz., M.Srinivas and executed an absolute sale deed on 8/2/1984 regd. under document No.2474/83-84, Book-1, Vol.1678, Pages 11 to 14, in the Office of the Sub Registrar, Hosakote, Bangalore.
- 2 WHEREAS, on acquiring of the property by the Vendor No.1 & 5 jointly and they have got the revenue records transferred in their names as per M.R.No.46/98-99, mutation has been effected in their names and their names are reflected in the RTC in the cultivation column continuously. Thus, the vendor No.1 & 5 herein are the absolute owners and peaceful possession and enjoyment of the property to the extent of 1 Acre 13 Guntas and 10 Guntas karab in Sy.No.10

 $I_{-}(A)$ 

೧୯೦೯೧೮೯೮೪೫೦

s e sa Registration and stomes Repair ment

2012 ()

of the land situated at Belthur Village, Bidarahalli Hobli, Bangalore East Taluk.

- 3 WHEREAS, on acquiring of the property by Vendors No.1 & 4 jointly, since they are the brothers they have sold the property in favour of the purchaser herein, the vendor Nos. 2 and 3 are the children of the vendor No.1. The Schedule property is self acquired property of Vendor Nos.1 & 4.
- 4 WHEREAS, the vendors herein being an absolute owners, they have offered to sell the property to the extent of 1 Acre 13 Guntas and 10 Guntas karab, altogether 1 Acre 23 Guntas in favour of the purchaser herein for a total sale consideration amount of Rs.79,50,000/- (Rupees Seventynine lakhs Fifty thousand only). Accordingly, they have executed an agreement of sale on 10/11/2011 and the said agreement is duly registered in the Office of the Sub Registrar, K.R.Puram, Bangalore East Taluk under Document No.KRI-1-04199/2011-12, kept in CD No.KRID 382 in Book-1 dated 10/11/2011. In pursuance of the Agreement of Sale,

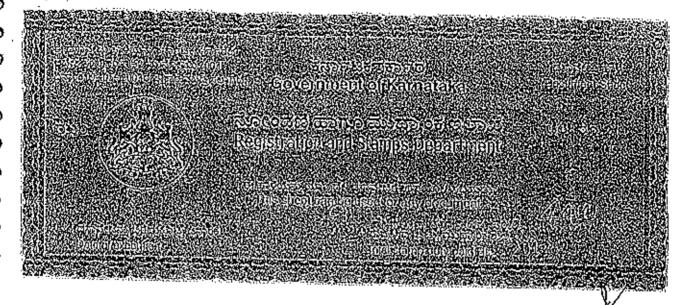
Roscians



the vendors herein have received the entire sale consideration amount and authorized the Purchaser to deal the property in any manner. Accordingly, the vendors herein have also executed a GPA in favour of the purchaser herein and the same has been regd. in the Office of the Sub Registrar, K.R.Puram, Bangalore, regd. as Document No.KRI-4-00153/2011-12, stored in CD KRID382, Book-IV, dated 10/11/2011.

WHEREAS, in pursuance to the GPA & Sale Agreement, executed by the owners of the land in favour of the purchaser herein, the purchaser has applied for the corrections which are crept in the RTC, accordingly, the Special Tahasildar, Bangalore East Taluk, has registered the case RRT:CR:KTL: 184/2011-12 dated 28/12/2011. Upon the complaint made by the purchaser, on the strength of the GPA, given by the original owners for the set right of the discrepancy of the property, accordingly, the survey department has conducted the thorough survey relating to the land in question of Sy.No.10 and they had prepared Survey Sketch forwarded to Tahsildar for the consideration relating to the mistakes crept in the RTC., that is in the year 1969-70, 1979-80. In the RTC column No.3, it is clearly mentioned as total extent of land 5 Acres 22 Guntas and 1 Gunta karab. Subsequently, in the year 1980-81, all of a sudden, in column No.3 of the RTC, without any specific order, the karab land is mentioned as 10 Guntas, instead of 1 Gunta. Hence, the said

1(5)



mistake was found by the Tahsildar South on the basis of Survey report and as well as spot mahazar, it has been rectified by an appropriate order passed in RRT/CR/KTL 184/2011-12 dated 18/12/2011. As per the order, the total extent of the land in Sy.No.10 to the extent of 5 Acres 22 Guntas and 1 Gunta karab, altogether 5 Acres 23 Guntas, 4 Acres has acquired by the Govt. and remaining 1Acre 23 Gunts in Sy.No. 10 of Belthur Village. Accordingly, the RTC & Mutations vide M.R.No.13/2011-12 dated 1/3/2012 has been corrected and fresh RTC has issued, wherein it is shown as 1 Acres 22 Gunts Plus 1 Gunta karab.

6 WHEREAS, while correction of the above mistakes, the land in question was poded i.e, Sy.No.10 has become resurvey No.10/2. Based on the same, the vendors herein have applied for the conversion of the land in question from Agriculture to Residential purpose. While passing the conversion order, it is specifically mentioned that Re-survey i.e, earlier it was Sy.No.10, as per the sketch prepared for the purpose of conversion it is clearly denoted that re-survey No.10/2, hence the sy.No.10 has become resurvey No.10/2 and the karab land of 10 Guntas after found the correction it has been treated as only 1 Gunta, thereafter, while converting the land the 1 Gunta land is also treated as cultivable land. Hence, the total 1 Acre 23 Guntas is fully converted for residential purpose. Thus the concerned revenue authorities have converted the land based on the

Deoce mus

(a)

(Governmento) i Karbataka

Registration and Stamps Department

revenue records altogether 1 Acre 23 Guntas in Sy.No.10/2, situated at Belthur Village, Bidarahalli Hobli, Bangalore East Taluk.

While executing the Power of Attorney by the vendors, they have authorized the purchaser to get conversion of the land in question for the residential purpose. Accordingly, in pursuance of the GPA & Sale Agreement executed by the vendors, the Purchaser herein has applied for the conversion of the land and accordingly, the Dy. Commissioner, Bangalore District, has passed an order converting the land in question agriculture to residential purpose to the extent of 1 Acre 23 Guntas in Sy.No.10/2 (Old Sy No.10) of Belthur Village, Bidarahalli Hobli, Bangalore East Taluk, vide Conversion . No.ALN-PU-B(Ka)SR.16/2012-13 25/6/2012, hence the land in question to the extent of I Acre 23 Guntas is fully converted for residential purpose, which is more fully mentioned in the schedule below and hereinafter called schedule property.

8 WHEREAS, after the conversion order, the land remains as it is without any development or without any process for the formation of layout etc. In pursuance to the full consideration amount and acknowledged by the vendors, the vendors herein have agreed to execute the sale deed in fuvour of the Purchaser and there is no balance sale

Decennik

# Governmenteliksinstokas

A PART OF EDISTRATION and Stations Department.

(

6

THE RESERVE OF THE PARTY OF THE

consideration amount whatsoever payable by the purchaser to the vendors.

# NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In lieu of the receipt of the entire sale consideration amount received by the vendors from the Purchaser, the vendors herein do hereby grant, convey, transfer, sell, assign all of their right, title and interest and set over the possession unto to the use of the Purchaser herein absolutely by way of sale and the schedule property is free from all encumbrances without reservation of any kind or part and parcel of the schedule property and there is no arrears of tax and claim whatsoever nature created either by the vendors or any one claiming under him to the Purchaser TO HAVE AND TO HOLD AND TO ENJOY the schedule property and every part thereof by

r Governmentschkaltratakass

ranger and the company of the compan

9

8

8

a starbanda de de de de

its representatives/successors, absolutely as a full and absolute owners for ever.

- 2. The vendors herein have delivered the physical vacant possession to the purchaser, the purchaser is in physical vacant possession of the schedule property. The vendors do hereby covenant and assures the Purchaser that, knowingly or unknowingly are not entered into or not a party to any accounts or things whereby their right, title or interest in the schedule property or any part thereof can be impeached thereof.
  - 3. The vendors herein do hereby assures and covenants with the Purchaser that they have full and unrestricted right, title and interest over the schedule property thereby conveyed and that there is no impediment or

Government of Kaynatakan

Ports seregistration and stamps becauting it

8

3

を自己の意味をあるのものま

restrictions imposed upon them to dispose off the schedule property by way of sale.

- 4. The vendors assures the Purchaser that they shall at any time or all times and upon any reasonable request do and act and execute cause to be done all such lawful acts, deeds and things for morefully perfecting and assuring the title of the Purchaser in respect of the schedule property.
- 5. The vendors do hereby covenants with the Purchaser that they are the sole and absolute owners in exclusive and peaceful possession and enjoyment of the schedule property and they have got absolute marketable title to grant assign convey to the Purchaser in the manner aforesaid and that none else have any manner of right, title or interest over the schedule property and that the

Deocenia 1

Carla Da Da la

<u></u>

Ø-7

sale deed is binding on all their legal heirs, representatives, successors in interest or any person claiming under or through them.

- 6. The vendors herein do hereby undertake to indemnify the Purchaser all defects in title or otherwise sufficiently indemnify all encumbrances, claims, demands costs, damages, expenses created over the schedule property.
- 7. The vendors hereby covenants with the Purchaser that there is no encumbrances, or settlement WILL charge, liens, mortgages, court attachments of any kind of maintenance charges, minor rights either by agreement or order or decree pending or the legal proceedings or land acquisition proceedings or notifications of any kind or any other security or any claim in respect of the schedule property that may in any manner derogate

## ar egovernmenuorikannatakat kassa situusiikk

e Registration in C Scimps/Department

P

50

١ ١

to fur Pur Par Par de de

from the full and absolute ownership of the schedule property hereby conveyed and hereby specifically undertake to defend and resolve at their own cost or enable the Purchaser to do so that the vendors further assures that they will personally keep the Purchaser indemnified against all the acts, proceedings or claims which the Purchaser may suffer or by subjected reasons of the breach by the vendors of the covenants expressed or implied to the conveyance of the schedule property.

- 8. That the vendors assures the Purchaser that, they have paid up to date taxes and hereby specifically covenant to indemnify the Purchaser in that behalf.
- That the vendors hereby assures the purchaser that, they will undertake to indemnify all losses, costs and express that the purchaser may suffer or incur due to

f(12)

MODECE II IIII S.

A LARACIUM W

1

9

in the state of the first of the state of

Ø

the defect in the title of the vendors in respect of the schedule property or any part thereof or in relation to the conveyance of the sale deed.

- 10. That the vendors have already delivered all the original documents pertaining to the schedule property to the purchaser on the date of agreement executed i.e, agreement dated 10/11/2011.
- 11. The vendors assure the Purchaser that the Purchaser is entitled to get khata transferred from the BBMP, in such an event, if any assistance or signatures were to be required, the vendors herein have undertake to do so for the better enjoyment of the Schedule property by the Purchaser.
- 12. That the vendors assure to the Purchaser that they will sign all the papers as required by law in order to get the khata transferred of the property or other records that may be required by the Purchaser from time to time in the name of the Purchaser and to enjoy the same thereof. The vendors assure the Purchaser that they will extend full cooperation to the Purchaser whenever it is reasonably required by the Purchaser and for the better enjoyment of the schedule property.

(Government on Kajinataka

SCHEDULE

All that piece and parcel of the converted land bearing Sy.No.10/2 (Old Sy.No.10) measuring to an extent of 1 Acre 23 Guntas as per the conversion order ALN;PB(ka) SR:16/2012-13 dated 25/6/2012 situated at Belthur Village, Bidarahalli Hobli, Bangalore East Taluk and bounded on:

East bu

**MO** 

Š.

Sy.No.11 Land

West bu

Sy.No.9 Land

North by

Sy No.10/1 Land

South by z

Road

IN WITNESSES WHEREOF, the Vendors represented by GPA Holder, and the Purchaser have signed and executed this Deed of Sale on the day, month and your first above written in the presence of the following witnesses:

WITNESSES

Chiky Colour Rosytti Carryouloge\_Stock

KOODELECUIS

VENDORS' '

Vendors represented by their GPA Holder Indusekhar.K.

2 Bx Claudsoff

------PURCHASER - .

Advocate\

1 (14)

No. 10, First Floor, 21/1, Yasavi Chambers Lalbugh Fort Road, Near Minerya Circle Bangalore - 560 004.