

THIS DEED OF ABSOLUTE SALE IS MADE AND EXECUTED ON THIS THE 30th DAY OF OCTOBER TWO THOUSAND AND NINETEEN (30-10-2019) AT BANGALORE:

BETWEEN:

1. Mr. WINSTON D'SOUZA, aged 79 years, Son of Sri.John D'Souza,

PAN: ADJPD9196L

2. Mrs. ANITA D'SOUZA, aged 72 years, Wife of Sri. Winston D'Souza,

PAN: ADJPD9195K

Both are Residing at 3/E, Sturrock Apartments, Sturrock Road, Falnir, Mangalore, Karnataka – 575 001.

(Hereinafter referred to as the "**VENDORS**" which expression shall, wherever the context so requires or admits, mean and include their respective heirs, executors, administrators, representatives and assigns) of the One Part.

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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 ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr. Sudhakara Reddy Annem , ಇವರು 2295200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ	
ನಗದು ರೂಪ	40.00	Paid by Cash (Affidavit Fee)	
•			
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	204925.00	DD No 973707 Rs.204925/- dated	
		28/Oct/2019 drawn on BANK OF	
	ı	BARODA,SAHAKARNAGAR.	
ಇತರ ಜ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2090235.00	DD No 133661 Rs.2090235/- dated	
		28/Oct/2019 drawn on KARNATAKA	
	ı	BANK LIMITED, YELAHANKA NEW TOWN.	
ఒట్న :	2295200		

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ದಿನಾಂಕ : 30/10/2019

Designed and Developed by C-DAC ,ACTS Pune.

ಉಪ-ನೋಂದು ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ ಹಿರಿಯ ಉಪನೋಯಧ್ವಕ್ಷಾಭಿಕಾರಿ ಯಲಹಂಕ, ಬೆಂಗಳೂರು



AND IN FAVOUR OF:

1. Mr.SUDHAKARA REDDY ANNEM, aged 39 years, Son of Sri.Venkatarami Reddy Annem, Residing at No. A1, Block1, Samitha Green Oaks, 4th A Cross, Kaggadasapura, C.V.Raman Nagar, Bangalore – 560 093.

PAN: AGTPA5899G;

2. Mr.NANJUNDA SWAMY M, aged 60 years, Son of Sri.Madaiah,
Residing at No# 403, Silver Oak Enclave, Silver Oak Street,
Ramanashree California Gardens,
Puttanahalli, Yelahanka,
Bangalore – 560 064.

PAN: AHCPM3547R;

(Hereinafter referred to as the "PURCHASERS" which expression shall, wherever the context so requires or admits, mean and include their respective Legal Heirs, Executors, Administrators, Representatives and Assigns) of the Other Part.

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Print Date & Time: 30-10-2019 04:13:53 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 7252

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ಯಲಹಾಂಕ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 30-10-2019 ರಂದು 03:47:42 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
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. 2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	560.00
	ಒಟ್ಟಾ :	410410.00

ಶ್ರೀ Mr. Sudhakara Reddy Annem S/o. Venkataraml Reddy Annem ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹಸರು	ಫೋಟೊ	ಹಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
કુંc Mr. Sudhakara Reddy Annem S/o. Venkatarami Reddy Annem			Sullky:

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧ್ರಿಕಾರಿ

ಶ್ರಮ ಹಸರು ಫೋಟೊ ಹೆಚ್ಚಿಟ್ಟನ ಗುರುತು ಸಹಿ

Mr. Sudhakara Readdy Annem S/o.
Venkatarami Reddy Annem .

(ಬರಸಿಕೊಂಡವರು)

Mr. Nanjunda Swamy. M. S/o.
Madalah .

ಹಿರಿಯ ಉಪನೋಂದಣಾಧ್ರಿಕಾರಿ ಯಲಹಂಕ, ಬೆಂಗಳೂರು.



witnesseth as follows:

WHEREAS, the Vendors are the absolute Owners of all that piece and parcel of the Property Bearing Residential Site No.C-28/1 (Plan approved by Town Municipal Council Yelahanka in Pursuance of Resolution No.3(1), dated 05/10/93) Yelahanka Town Municipal Katha No.37, Bruhat Bangalore Mahanagara Palike Katha No. 908/37/C-28/1, measuring on the East 50 feet, on the West 50 feet, on the North 90 feet, and on the South 90 feet, in all measuring 4500 Sq.feet, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, which property is more fully described herein below and hereinafter referred to as the "ITEM NO.I OF THE SCHEDULE PROPERTY", they having acquired the same vide Sale Deed dated 17/06/1995, registered as document No.2048/1995-96, Book I, Volume 693, pages 22 to 24, registered in the Office of the Sub-Registrar, Yelahanka. Bangalore, executed by its previous owner, Sri.S.Udayashankar Son of Sri V.Sundaraiah, represented by its General Power of Attorney Sri.S.Shadashari Son of Sri.V.Sundaraiah.

WHEREAS, the Vendors are also the absolute Owners of all that piece and parcel of the Property Bearing Residential Site No.C-28/2, (Plan approved by Town Municipal Council Yelahanka in Pursuance of Resolution No.3(1), dated 05/10/93) Yelahanka Town Municipal Katha No.37, Bruhat Bangalore Mahanagara Palike Katha No. 909/37/C-28/2, measuring on the East 50 feet, on the West 50 feet, on the North 90 feet, and on the South 90 feet, in all measuring 4500 Sq.feet, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore, which property is more fully described herein below and hereinafter referred to as the "ITEM NO.II OF THE SCHEDULE PROPERTY", they having acquired the same vide Sale Deed dated 17/06/1995, registered as document No.2047/1995-96, Book I, Volume 693, pages 19 to 21, registered in the Office of the Sub-Registrar, Yelahanka Bangalore, executed by its previous owner, Sri. S.Udayashankar Son of Sri V.Sundaraiah, represented by its General Power of Attorney, Sri.S.Shadashari Son of Sri. V.Sundaraiah.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹಸರು	ಭೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ ′
3	Mr. Winston D'Souza S/o. John D'Souza . — (ಬರದುಕೊಡುವವರು)			Tollouze
4	Mrs. Anita D'Souza W/o. Winston D'Souza (ಬರೆದುಕೊಡುವವರು)			Awang

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ಹಿರಿಯ ಉಪನೋಂದಕ್ರಾಧಿಕಾರಿ ಯಲಹಂಕ, ಬೆಂಗಳೂರು.



WHEREAS, Item No.I and II of the Schedule Property are situated adjacent to each other and totally measures **9000 Sq.feet**. The said property is morefully described in the **COMPOSITE SCHEDULE PROPERTY**.

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WHEREAS, the Vendors herein having acquired the Schedule Property in the manner stated above are in peaceful possession of the same as its absolute Owners thereof ever since then and the Vendors are remitting taxes to the concerned authorities and assure that the Schedule Property is free from encumbrances.

WHEREAS, the Vendors in furtherance of the arrangement have offered to sell the Schedule Property in favour of the Purchasers herein and the Purchasers herein has agreed to purchase the Schedule Property from the Vendor herein for a valuable Sale Consideration mentioned herein. Hence, this Sale Deed.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and in consideration as desired by the Vendors, the Purchasers have paid the entire sale consideration of Rs.4,09,85,000/- (Rupees Four Crores Nine Lakhs Eighty Five Thousand Only) to the Vendors in the following manner:

a. Rs.50,00,000/- (Rupees Fifty Lakhs Only) vide RTGS transfer, dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.1;



WHEREAS, Item No.I and II of the Schedule Property are situated adjacent to each other and totally measures 9000 Sq.feet. The said property is morefully described in the COMPOSITE SCHEDULE PROPERTY.

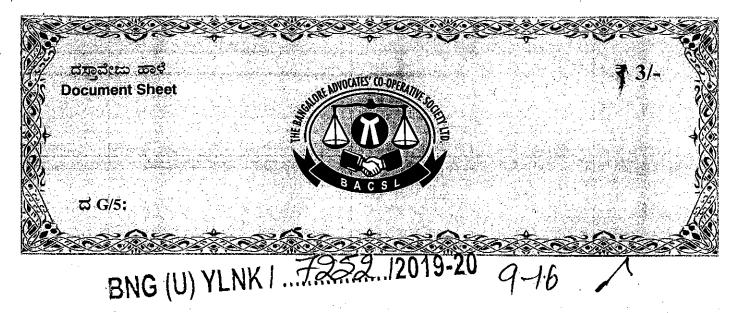
WHEREAS, the Vendors herein having acquired the Schedule Property in the manner stated above are in peaceful possession of the same as its absolute Owners thereof ever since then and the Vendors are remitting taxes to the concerned authorities and assure that the Schedule Property is free from encumbrances.

WHEREAS, the Vendors in furtherance of the arrangement have offered to sell the Schedule Property in favour of the Purchasers herein and the Purchasers herein has agreed to purchase the Schedule Property from the Vendor herein for a valuable Sale Consideration mentioned herein. Hence, this Sale Deed.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

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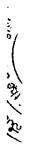
a. Rs.50,00,000/- (Rupees Fifty Lakhs Only) vide RTGS transfer, dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.1;



- b. Rs.50,00,000/- (Rupees Fifty Lakhs Only) vide RTGS transfer, dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.1;
- c. Rs.27,87,575/- (Rupees Twenty Seven Lakhs Eighty Seven Thousand Five Hundred Seventy Five Only) vide RTGS transfer, Dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.1;
- d. Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) vide cheque number 004361, Dated 30/10/2019, Drawn on State Bank of India, Ananthapuragate Branch, Bangalore, paid by purchaser at Sl.No.2, by favouring Vendor No.1;
- e. Rs.50,00,000/- (Rupees Fifty Lakhs Only) vide RTGS transfer, dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.2;
- f. Rs.50,00,000/- (Rupees Fifty Lakhs Only) vide RTGS transfer, dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.2;
- g. Rs.27,87,575/- (Rupees Twenty Seven Lakhs Eighty Seven Thousand Five Hundred Seventy Five Only) vide RTGS transfer, dated 30/10/2019, Drawn on Kotak Mahindra Bank, Indiranagar Branch, Bangalore, paid by purchaser at Sl.No.1, favouring Vendor No.2;
- h. Rs.75,00,000/- (Rupees Seventy Five Lakhs Only) vide Cheque No.004362, Dated 30/10/2019, Drawn on State Bank of India, Ananthapuragate Branch, Bangalore, paid by purchaser at Sl.No.2, by favouring Vendor No.2;

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- i. Rs.4,09,850/- (Rupees Four Lakhs Nine Thousand Eight Hundred Fifty Only) deducted towards the Tax deducted at Source (TDS) from the entire sale consideration stipulated in this sale deed, due and payable under the provisions of the Income Tax Act 1961 and the rules made there under, The Purchasers have remitted the TDS on behalf of the Vendors vide the following Challan;
 - (i) Rs.2,04,925/- (Rupees Two Lakhs Four Thousand Nine Hundred Twenty Five Only) remitted in Axis Bank, vide Challan No.1326, dated 30/10/2019, Vendor at Sl No.1;
 - (ii) Rs.2,04,925/- (Rupees Two Lakhs Four Thousand Nine Hundred Twenty Five Only) remitted in Axis Bank, vide Challan No.1332, dated 30/10/2019, Vendor at Sl No.2;

The receipt of which entire sale consideration, the Vendors hereby acknowledges and acquits the Purchasers of any further payment in the presence of the witnesses attesting hereunder.

The Purchasers herein have paid/contributed the above said total consideration to the Vendors and shall be entitled to a share in the Composite Schedule Property in the following ratio:

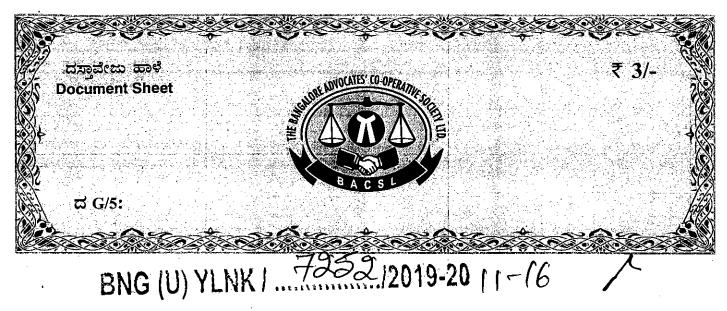
- a. The Purchaser at Sl.No.1 shall be entitled for 50% undivided right, title and ownership over the Composite Schedule Property.
- b. The Purchaser at Sl.No.2 shall be entitled for 50% undivided right, title and ownership over the Composite Schedule Property.

The Vendors are the absolute Owners of all that piece and parcel of the Schedule Property as indicated above do hereby sell, convey, transfer, alienate UNTO the Purchasers all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its absolute Owners with all rights, liberties, privileges, easements, hereditaments, ways, water courses and free from all encumbrances, and affirm and assure that:

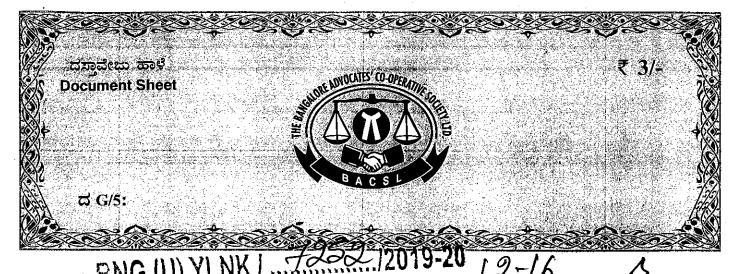
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- 1. The Vendors have this day put the Purchasers in vacant possession of the Composite Schedule Property and the Purchasers acknowledges having taken delivery of the same.
- The Vendors assure the Purchasers that the Composite Schedule Property is their absolute Property and that no other persons or members of the family has/have any manner of legal claim, right, title or interest over the same.
- The Vendors assure the Purchasers that the Vendors have clear, valid, subsisting and marketable title in relation to the Composite Schedule Property and that there is no legal impediment for the absolute sale of the Composite Schedule Property in favour of the Purchasers herein.
- The Vendors assure the Purchasers that the Composite Schedule 4. Property is free from encumbrances of whatsoever nature such as court attachments, minor claims, maintenance claims, charges, lien, lis pendens etc., If any claim is made by any person either claiming through the Vendors or otherwise in respect of the Schedule Property, it shall be the responsibility of the Vendors alone to satisfy such claims. In the event of Purchasers being put to any loss on account of any claims on the Schedule Property, the Vendors shall indemnify the Purchasers fully for such losses;
- The Vendors assure that apart from the Vendors there are no other person/s interested in the Composite Schedule Property or portions thereof and the Vendors shall indemnify and keep indemnified the Purchasers from or against any loss the Purchasers may suffer consequent to the breach of the terms of this sale.



- 6. The Vendors hereby assure and covenant with the Purchasers that there is no encumbrances or any settlement, Gift Deed, Lease, Will, charge, lien, mortgages, attachments, maintenance charges, either by agreement, order or decree pending or threatened legal proceedings or any other security or claims on the Schedule Property that in any manner derogate from the full and absolute ownership of the Composite Schedule Property hereby conveyed.
- 7. The Vendors assure the Purchasers that there are no levies, taxes, charges or damages or any other liabilities, out standings, either to the Government or to any public or local authorities in respect of the Composite Schedule Property.
- 8. The Vendors further covenant with the Purchasers that they will always indemnify and re-imburse the Purchasers, their heirs and assign against all losses and expenses incurred and damages sustained on account of any encumbrances, claims, charges, clogs, litigations, court/s attachments, hindrances, cesses, levies, pending liabilities with regard to Income Tax, Wealth Tax, Gift Tax excluding Property taxes or any other tax which would create a charge and interruption of whatsoever kind and from whomsoever or on account of any defect in title, latent or patent which the Purchasers could otherwise discover in respect of the Composite Schedule Property conveyed.
- 9. The Vendors have this day handed over all the original documents of title in relation to the Composite Schedule Property to the Purchasers and the Purchasers acknowledge having received the same.
- 10. The Purchasers shall henceforth be entitled to peacefully and quietly hold, possess, enjoy and exploit the Schedule Property as absolute Property with all benefits accruing thereto, without any let or hindrance either by the Vendors or any one claiming through or under the Vendors.

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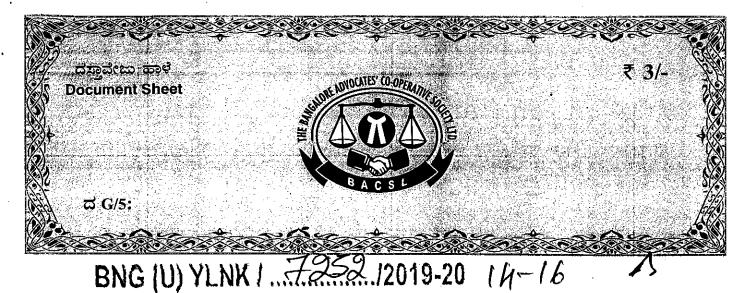
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- 11. The Vendors further covenant with the Purchasers that the Vendors have not entered into any prior Agreement of sale, Power of Attorney with anyone else and the Vendors have not offered the Schedule Property as security whereby the Composite Schedule Property will any way be affected in title, estate or possession of the Purchasers.
- 12. The Vendors hereby declare that the Composite Schedule Property is their self-acquired property and no one else has/have any legal claim, right, title interest over the Composite Schedule Property except the Vendors.
- 13. The Vendors hereby assure the Purchasers that it has not received any notices from any Government, Local Authority or under any Legislative enactment, Government Ordinance, order or Notification or any authority for acquisition of Composite Schedule Property.
- 14. The Vendors hereby declare that they do not have any pending liabilities with regard to Income tax, Wealth Tax, Gift Tax or any other taxes which would affect the title of the Composite Schedule Property.
- 15. The Vendors hereby declare that there is no loan outstanding from any financial institution, Bank, Private Lenders, Private Financial Institution by creating any charge on the Composite Schedule Property.
- 16. The Vendors hereby undertake to further sign, execute and do all such acts, deeds and writings at the cost of the Purchasers for absolutely conveying to the Purchasers the Composite Schedule Property, if required.
- 17. The Vendors have no objection for the Purchasers to get the Katha of the Composite Schedule Property transferred into their name.
- 18. The Vendors and Purchasers acknowledges that this Absolute Sale Deed supersedes all previous Agreements and discussions and contains the final contractual understanding between the parties and nothing is relied upon whether oral or in writing

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19. The expenses of Stamp duty and registration are borne by the Purchasers.

SCHEDULE PROPERTY

ITEM NÓ.I:

All that piece and parcel of Property Bearing Residential Site No.C-28/1 (Plan approved by Town Municipal Council Yelahanka in Pursuance of Resolution No.3(1), dated 05/10/93) Yelahanka Town Municipal Katha No.37, Bruhat Bangalore Mahanagara Palike Katha No. 908/37/C-28/1, measuring on the East 50 feet, on the West 50 feet, on the North 90 feet, and on the South 90 feet, in all measuring 4500 Sq.feet, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore and bounded on the:

East by : Private Property (Plot No.C-33) and measuring on that

Side 50 feet;

West by : Pine Street and measuring on that Side 50 feet;

North by : Remaining portion of Plot No.C-28 (known as C-28/2)

and measuring on that Side 90 feet;

South by : Private Property Plot No.C-29 and measuring on that

Side 90 feet;

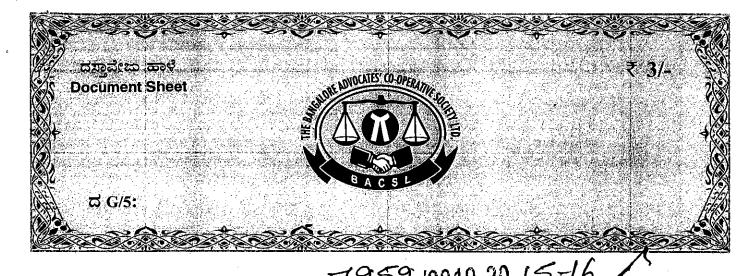
ITEM NO.II:

All that piece and parcel of Property Bearing Residential Site No.C-28/2, (Plan approved by Town Municipal Council Yelahanka in Pursuance of Resolution No.3(1), dated 05/10/93) Yelahanka Town Municipal Katha No.37, Bruhat Bangalore Mahanagara Palike Katha No. 909/37/C-28/2, measuring on the East 50 feet, on the West 50 feet, on the North 90 feet, and on the South 90 feet, in all measuring 4500 Sq.feet, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore and bounded on the:

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East bBNG (U) Private Property (Plot No.C-33) and measuring on that

Side 50 feet;

West by : Pine Street and measuring on that Side 50 feet;

North by : Private Property of Plot No.C-27 and measuring on that

Side 90 feet;

South by : Remaining Portion of Plot No.C-28 (known as C-28/1)

and measuring on that Side 90 feet;

COMPOSITE SCHEDULE PROPERTY

(after amalgamating Item No.I and II of the Schedule Property)

All that piece and parcel of property bearing Residential Site No.C-28/1 Bruhat Bangalore Mahanagara Palike Katha No.908/37/C-28/1 and Site No.C-28/2, Bruhat Bangalore Mahanagara Palike Katha No.909/37/C-28/2, measuring on the East 100 feet, on the West 100 feet, on the North 90 feet, and on the South 90 feet, totally measuring 9000 Sq.feet, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, Bangalore and bounded on the:

East by : Private Property (Plot No.C-33) and measuring on that

Side 100 feet;

West by : Pine Street and measuring on that Side 100 feet;

North by : Private Property (Plot No.C-27) and measuring on that

Side 90 feet;

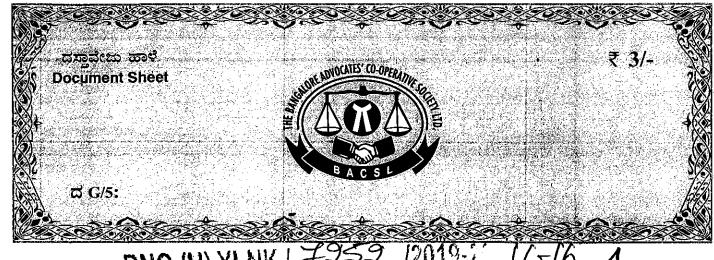
South by : Private Property (Plot No.C-29) and measuring on that

Side 90 feet;

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IN WITNESS WHEREOF, THE PARTIES TO THIS DEED HAVE SIGNED AND

EXECUTED THIS DEED OF ABSOLUTE SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

WITNESSES:

C.M. SHIVAPPA)

NO B. 34/1 Cherry Street

R.C. garden, Puttenahalli

Yelshanka, Bany -64

NARESH

(WINSTON D'SOUZA)

(ANITA D'SOUZA)

VENDORS

(SUDHAKARA REDDY ANNEM)

(NANJUNDA SWAMY M)

PURCHASERS

Drafted by:

PRASHANTH VIJAYALAKSHMI

& ASSOCIATES, Advocates,

No.162, 1st Floor, Above Venkateshwara Mobile, Next to Kanthi Sweets, 2nd Main, Kasturinagar, Bangalore - 560 043.