



सत्यमेव जयते

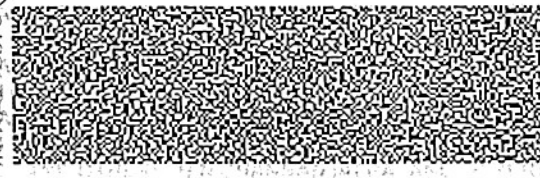
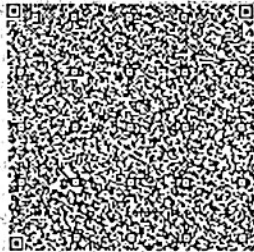
INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA21837034570949R
 Certificate Issued Date : 04-Jan-2019 04:34 PM
 Account Reference : NONACC (BK)/ kakscub08/ BANGALORE6/ KA-BA
 Unique Doc. Reference : SUBIN-KAKAKSCUB0878427280802012R
 Purchased by : S RAJA REDDY
 Description of Document : Article 5 Agreement relating to Sale of Immoveable property
 Description : SALE AGREEMENT
 Consideration Price (Rs.) : 0
 (Zero)
 First Party : B N CHANNANJAPPA AND OTHERS
 Second Party : S RAJA REDDY
 Stamp Duty Paid By : S RAJA REDDY
 Stamp Duty Amount(Rs.) : 500
 (Five Hundred only)

सत्यमेव जयते



Please write or type below this line

AGREEMENT TO SELL

This Deed of Agreement to Sell is made and executed on this the Fifth day of January, Two thousand nineteen [5.1.2019] at Bangalore;

BY

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1. **Sri B.N.CHANNANJAPPA**
s/o late Narasimhaiah
aged about 69 years

..2

(Signature)

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

2. **Smt. GANGA LAKSHMAMMA**
w/o B.N. Channanjappa
aged about 56 years
3. **Sri B.C. SHASHIKUMAR**
s/o Sri B.N. Channanjappa
aged about 39 years
4. **Sri B.C. GURURAJ**
s/o B.N. Channanjappa
aged about 36 years
5. **Smt. KOMALA B.T.**
w/o Shashi Kumar
aged about 30 years
6. **Smt. PAVITHRA A.H**
w/o Gururaj
aged about 28 years

all are residing at Budamanahalli village
Arakere Post
Hessarghatta hobli
Bangalore North Taluk

Hereinafter referred to as the "SELLERS" [which expression wherever the context so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.] of the **ONE PART;**

IN FAVOUR OF:

Sri RAJA REDDY
s/o late G. Shiva Reddy
aged about 61 years
No.32, Manojavam, 3rd main
4th Cross, Opp KIMS College
Bsk 3rd stage
Bangalore 560085

W.D. 10/10/2015

Hereinafter referred to as the "PURCHASER" [which expression wherever the context so requires shall mean and include all their respective heirs, legal representatives, administrators, executors and assigns etc.] of the **OTHER PART**;

WITNESSETH

Whereas the Sellers represent that they are the absolute owners by title and in physical possession and enjoyment of the land measuring an extent of 6 acres 16 guntas in Sy.No.63 situated at Budamanahalli village, Arakere post, Hessarghatta hobli, Bangalore North taluk having got the said land to the share of the first seller i.e B.N. Channanjappa in the family partition, which has taken place in the year 1972 and which is evidenced by the Partition deed dated 19.4.2017, which has been registered as Document No.HSR-1-00189/2017-18 stored in CD No.HSRD 197 of book – 1 in the Office of Sub Registrar, Hessarghatta, Bangalore.

Whereas ever since from the partition the name of the first seller has been entered in the pahanis as the mutation of Katha has been made in the name of the first seller.

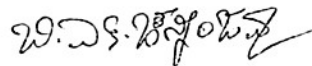
Whereas the sellers being in need of ready liquid funds to meet their legal and family necessities and to discharge the mortgage debt due to Syndicate Bank, Yeshwanthpur branch, Bangalore have agreed to sell the land measuring an extent of 4.00 acres out of 6 acres 16 guntas in

W. D. S. S. S. S. S.

Sy.No.63 of Budamanahalli village, Arakere post, Hessarghatta hobli, Bangalore North taluk which is more fully described in the schedule hereunder and hereinafter called the schedule property by making the following representations.

- a) That the Sellers alone are the absolute owners by title and in possession and enjoyment of the schedule property.
- b) That except the Sellers no other persons have got nay right, title, interest or possession in or over the schedule property.
- c) That the schedule property is not subject to any mortgage, lease, lien, charges, litigation, order, decree, attachment, acquisition proceedings or any charges or encumbrances whatsoever in respect of the schedule property, except the mortgage with Syndicate Bank, Yeshwanthpur branch.
- d) That the Sellers have got valid and subsisting title and possession to the schedule property.
- e) That the Sellers have not entered into any agreement or arrangement with any third party in respect of the schedule property or a portion thereof except with the purchaser herein.

That the Purchaser believing the said representations made by the sellers and acting upon the aforesaid representation in good faith have agreed to purchase the schedule property free from all encumbrances for a sale consideration of Rs 4,68,00,000/- [Rupees four crores and sixty eight lakhs only] and both the parties have agreed to reduce into writing the mutually agreed terms and conditions as hereunder.



**NOW THIS DEED OF AGREEMENT TO SELL WITNESSETH AS
FOLLOWS:**

1. That the Sellers have agreed to sell the schedule property and the Purchaser agreed to purchase the schedule property at the rate of Rs 1,17,00,000/- [Rupees one crores and seventeen lakhs only] per acre of land i.e. for a total sale price of Rs 4,68,00,000/- [Rupees four crores and sixty eight lakhs only]
2. That the Purchaser had already paid to the Sellers a sum of Rs 5,01,000/- [Rupees five lakhs one thousand only] by way of Demand Draft bearing No.15616 dated 20.12.2018 drawn on IDBI Bank, Banashankari branch, Bangalore drawn in favour of B.N. Channanjappa at the request of all others and paid further amount of Rs 15,00,000/- [Rupees fifteen lakhs only] as detailed hereunder.
 - a) Rs 9,00,006/- [Rupees nine lakhs and six only] paid by way of Demand Draft bearing No.015672 dated 04.01.2019 drawn on IDBI Bank, Banashankari branch, Bangalore.
 - b) Rs 6,00,000/- [Rupees six lakhs only] paid by way of RTGS from IDBI Bank, Sarakki lake branch, J.P Nagar, Bangalore favouring B.N. Channanjappa vide RTGS / IBKLR 92019 dated 4.1.2019 credited to Canara Bank, Bangalore.
 - c) Further advance of Rs 30,00,000/- [Rupees thirty lakhs only] will be paid within one month from this day.
 - d) Further Advance of Rs 50,00,000/- [Rupees fifty lakhs only] will be paid within 30 days after getting conversion of land from agricultural to residential purposes.

W. D. S. S. S. S.

That the Buyers have agreed to pay further advance of Rs 50,00,000/- [Rupees fifty lakhs only] after getting the Residential layout plan approved / sanctioned by DDPA, [Doddaballapur Town Planning Authority].

That the Sellers do hereby admit and acknowledge the receipt of the said sum of Rs 20,01,006/- [Rupees twenty lakhs one thousand six only] by way of advance from the purchaser today.

3. That the Sellers agreed to get conversion of the schedule property agricultural to non agricultural residential purposes.

4. That after the conversion of the schedule property the Sellers agreed to get the plan approved in their norms by DTPA for formation of the layout of residential sites in the schedule property and Purchaser shall provide minimum 30 feet road access to the Owners retained property of 2.16 acres in the same survey number.

5. That the Sellers shall furnish to the Purchaser all the documents of title and related revenue documents and prove their valid and marketable title to the Schedule property before the execution and registration of the Sale deed either in favour of the Purchaser or the nominees/ assignees of the Purchaser wholly or partly.

6. That the Sellers shall execute sale agreements and register the sale deed either in favour of the purchaser or the nominee/s assignees of the Purchaser within 9 months from this day by receiving the balance

W. D. B. S. S. S.



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IVth Advance.

Date: 5/9/2019.

I have received further advances in lieu of this agreement as under

DATE	Amount	Bank.
1) 16/7/19	Rs. 9,00,000-00 (Rs Nine lakhs only)	RTGS. IDBI Bank Saraki branch.
2) 7/8/19	Rs. 5,00,000-00 (Rs. five lakhs only)	Canada bank cheque No. 703262
3) 14/8/19	Rs. 5,00,000-00 (Rs five lakhs only)	Canada bank cheque No. 703266
4) 26/8/19	Rs. 5,00,000-00 (Rs five lakhs only)	GMC bank cheque No. 06746
5) 29/8/19	Rs. 7,00,000-00 (Rs Seven lakhs only)	IDBI - Saraki branch RTGS.
6) 3/9/19.	Rs. 1,50,000-00 (Rs one lakh fifty thousands)	Ujjain Bank new Bank of Baroda
7) " "	Rs. 2,00,000-00 (Rs two lakhs only)	" "
8) " "	Rs. 1,50,000-00 (Rs one lakh fifty thousands only)	" "
Total	Rs. 36,00,000-00 Rs Thirty Six lakhs only	

With these amounts So far I have received Rs 87,01,000-00 (Rs Eighty Seven lakhs one thousand Six only) and I have received the conversion certificate dt 3/8/2019 of 4 acres land conversion and also submitted by our plan approval to BMRDA (Dattaballapur) and you can start the layout work as per BMRDA proposed sanction

29.09.2019 S. W. K. K. K.

sale consideration amount from the Purchaser. In case further time of three months is required to clear all the dues, the Purchasers shall bear 12% per annum as interest in case of further extension of time by mutual agreement.

7. That in the event of either party committing breach of the terms and conditions of the contract the aggrieved party is entitled to file a suit for specific performance of contract and for other available remedies in a court of law.

8. That the Purchaser shall bear the stamp duty, registration fee and other expenses pertaining to the registration of the sale deed.

SCHEDULE

All that piece and parcel of the land measuring an extent of 4 acres out of 6 acres 16 guntas in Sy.No.63 of Budamanahalli village, Arakere post, Hessarghatta hobli, Bangalore North taluk and bounded by

East by : Raja Kaluve
 West by : Road and Private property
 North by : Land retained by Sellers in the same Sy.No.
 South by : Private property



This Sale Agreement is prepared on a e-stamp paper of Rs 500/- bearing certificate No. IN-KA218370345709R and this agreement comprises of eight sheets.

In witness whereof the Sellers and the purchaser have signed and executed this Deed of Agreement to sell, on the day month and year first above written.

WITNESSES:

1. K. H. Krishna Murthy
Kattapura. Bgtharpet
Bengaluru North TA.

2. Ganaysh
No. 2398, 8th Main, 22nd Cross
BSK II Stage Bengaluru-70.

1. W. D. K. K. K.

2. K. K. K. K.

3. B. C. S. S. S.

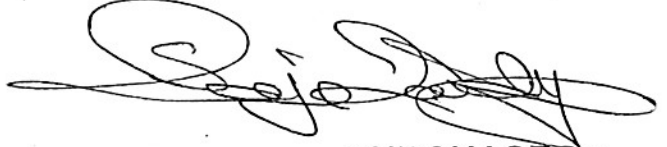
4. G. K. K. K.

5. K. K. K. K.

6. K. K. K. K.

SELLERS

Advance


PURCHASER

In Continuance of this agreement Today I have received
Rs 10,00,000.00. (Rs Ten Lacs five only) by way of D.D.
No. 015763 dated 02/02/2019 drawn on IDBI Bank.
Bangalore branch in favour of First Seller
Sri. B. N. Channappa.
Date. 04/02/2019.

29.02.2019

- Date: 01/07/2019

III Advance

I, B.N. Channanappa the first Seller received further Advances from the Buyer as following

- 1) cheque NO. 297456 through NEFT of Rs. 1,00,000-00 (Rs one lakh only) of Canara Bank Yediyur branch dt. 08/03/2017.
 - 2) cheque NO. 453780 through RTGS for Rs. 5,00,000-00 (Rs five lakhs only) of Union Bank of India, Cantonment branch dated 06/06/2017.
 - 3) cheque NO. 297458 for Rs. 5,00,000-00 (Rs five lakhs only) of Canara Bank Yediyur branch dated 06/06/2017.
 - 4) cheque NO. 297460 for Rs. 5,00,000-00 (Rs five lakhs only) of Canara Bank Yediyur branch dated 01/07/2019.
 - 5) cheque NO. 454039 for Rs. 5,00,000-00 (Rs five lakhs only) drawn on UBI Bank Mysore branch dated 01/07/2019
- With these payments I for I have received
Rs 50,21,006-00 (Rs Fifty Lakhs one thousand six only)

29.06.2019
(B.N. CHANNANAPPA)



Vth Advance.

Date : 24/07/2019

I, B.N. Chennanjappa the first Seller received further advances from the buyer Sri. S. Raju Reddy in lieu of the Sale Agreement dated 05/01/2019 as follows

- 1) Rs 5,00,000.00 (Rs five lakhs only) by way of cheque NO. 315262 dt 24/7/2019
- 2) Rs. 5,00,000.00 (Rs five lakhs only) by way of cheque NO. 315263 dt 24/7/2019
- 3) Rs 1,50,000.00 (Rs one lakh fifty thousands only) by way of cheque NO. 315264.

All the crossed cheques are drawn in Canara Bank yediyur branch Bangalore.

And also received Rs 1,50,000.00 Rs one lakh fifty thousand by Cash in total Rs 13,00,000.00 (Rs Thirteen lakhs only) So far with this Vth Advance we have received Rs 1,00,000,00.00 (Rs one crore) by way of Advance. 29.07.2019

Witness.

1)

2)

