

BKT 158/19-20

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S.J.P. Doct. No. BK I 158/19-20
Total Sheets 7
Total 1-11 Pages

D/5:

ABSOLUTE SALE DEED

THIS ABSOLUTE DEED OF SALE is executed on this the Eight Day of April, Two Thousand Nineteenth (08.04.2019) at Bangalore.

BY:

1. SRI.GOWRISHANKAR

Aged about 58 years

Son of Sri.Chikkaramaiah alias Chikkaramaiah Reddy

PAN-AEUPS8231B

2. SRI. CHIRANJEEVI

Aged about 30 years

Son of Sri. Gowrishankar

PAN-AZOPC4117H

Both are residing at flat No.101,
Property No.532, SaiSiri Apartment,
21st Cross, 14th Main, 3rd Sector,
HSR Layout, Bangalore-560102

Hereinafter referred to as the "**VENDORS**" (which expression shall where the context so admits mean and include their heirs, legal representatives, executors, administrators and assigns, etc.,) of the **ONE PART.**

IN FAVOUR OF:

M/s. SMAYA BUILDERS AND DEVELOPERS

A registrarPartnership Firm,
Having its office At No. 1891/B,
25th A Cross, 19th Main,
2nd Sector HSR Layout,
Bangalore 560 102
PAN-ADWFS9660H

Represented by its Partner

Mr. H.N. Manju

Aged about 35 years,

Son of Mr. H.R. Nyatha Reddy,

ಗೌರವಾನ್ವಿತ

1

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

B.N.G. (U) S.J.P. Doct: No.BK I.158.....2019-20

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Smaya Builders & Developers Rep by its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy , ಇವರು 2966290.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2703750.00	DD No 121981 Rs.2703750/- dated 05/Apr/2019 drawn on KARNATAKA BANK LIMITED,HSR LAYOUT.
ನಗದು ರೂಪ	40.00	Paid in Cash
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	262500.00	DD No 326275 Rs.262500/- dated 05/Apr/2019 drawn on KARNATAKA BANK LIMITED,HSR LAYOUT.
ಒಟ್ಟು :	2966290.00	

ಸ್ಥಳ : ಸರ್ಜಾಪುರ

ದಿನಾಂಕ : 08/04/2019

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಉಪನೋಂದಣಿ ಅಧಿಕಾರಿಗಳು
(ಸರ್ಜಾಪುರ)
ಸರ್ಜಾಪುರ, ಆನ್‌ಲೈನ್ ತಾಲ್ಲೂಕು,
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

Designed and Developed by C- DAC ,ACTS Pune.

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Hereinafter referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the context deem to include its heirs, legal representatives, executors, administrators and assigns, etc.,) of the **OTHER PART**.

WITNESSETH AS FOLLOWS:

WHEREAS, the Vendors herein represents that they are the absolute owners and are in peaceful possession and enjoyment of the converted Land in **Survey No.119** measuring 2 acres 1.08guntas (duly converted for non agricultural residential purposes vide an official Memorandum No.ALN(A)(S.H): SR: 206/2011-12 dated 06/02/2013, issued by Deputy Commissioner, Bangalore District, Bangalore), situated at Rayasandra Village, Sarjapura Hobli, Anekal Taluk, Bangalore which is more fully and particularly described in the schedule hereunder and hereinafter referred to as the "**SCHEDULE PROPERTY**".

WHEREAS, the Vendor No.1 acquired the Schedule property under a Gift deed dated 08/09/1999, registered as document No.2767/1999-2000, in Book-1, in the Office of the Sub-Registrar, Anekal, executed by his father Sri. Chikkaramaiah alias Chikkaramaiah Reddy.

AND WHEREAS, the Vendor No.1 along with his son i.e., Vendor No.2 have derived absolute right, title and interest over the schedule property hereby and they are in peaceful possession and enjoyment thereof, exercising all their rights over the said property without any hindrance or interference from any person/s or any quarter.

AND WHEREAS, the Vendors are in urgent need of funds and in order to meet their legal and family necessities have offered to sell Schedule property. After the negotiation the Vendors have agreed to sell and the Purchaser has agreed to purchase the said schedule property which is free from all the encumbrances for a total sale consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only).

2

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

ಗೌರವಾನ್ವಿತ
[Signature]

Print Date & Time : 08-04-2019 01:43:31 PM

B.N.G. (U) S.J.P. Doct: No.BK I...LSF.....2019-20

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 158 Consisting Total Sheets.....7.....

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ಸರ್ಜಾ ಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 08-04-2019 ರಂದು 12:36:22 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	525000.00
2	ಸೇವಾ ಶುಲ್ಕ	490.00
	ಒಟ್ಟು :	525490.00

ಶ್ರೀ M/s Smaya Builders & Developers Rep by its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟುನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s Smaya Builders & Developers Rep by its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy			

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಸರ್ಜಾಮರ, ಆನೇಕಲ್ ತಾಲ್ಲೂಕು,
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟುನ ಗುರುತು	ಸಹಿ
1	M/s Smaya Builders & Developers Rep by its Partner Mr. H.N. Manju S/o Mr. H.R. Nyatha Reddy . (ಬರೆದುಕೊಂಡವರು)			
2	Sri.Gowrishankar S/o Sri. Chikkaramalah @ Chikkaramalah Reddy . . (ಬರೆದುಕೊಂಡವರು)			

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಸರ್ಜಾಮರ, ಆನೇಕಲ್ ತಾಲ್ಲೂಕು,
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

ದಸ್ತಾವೇಜು ಹಾಳೆ
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(U) S.I.P. Doc: No BK I / 58 2018/20

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Total: 5-14

NOW THIS SALE DEED WITNESSES AS FOLLOWS:

In consideration of Purchaser paying to the Vendors a total sale Consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only) as set out here below, the Vendors do hereby grants, conveys, sells, transfers, assigns and assure unto the use of the Purchaser free from all or any encumbrances all that part and parcel of SCHEDULE PROPERTY morefully described hereunder together with all easements and appurtenances. The aforesaid consideration of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only) has been paid by the Purchaser to the Vendors in the following manner:

- Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) paid by way of cheque No.289552, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) paid by way of cheque No.289553, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- Rs.50,00,000/- (Rupees Fifty Lakhs Lakhs Only) paid by way of cheque No.289554, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- Rs.50,00,000/- (Rupees Fifty Lakhs Only) paid by way of cheque No.289555, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- Rs.60,00,000/- (Rupees Sixty Lakhs Lakhs Only) paid by way of cheque No.289556, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- Rs.65,00,000/- (Rupees Sixty Five Lakhs Only) paid by way of cheque No.289557, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.

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3

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
3	Sri.Chiranjeevi S/o Sri.Gowrishankar . . (ಬರೆದುಕೊರುವವರು)			

B.N.G. (U) S.J.P. Doct: No.BK I...158...2019-20 ✓
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 ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
 ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,
 ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

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- g. Rs.60,00,000/- (Rupees Sixty Lakhs Only) paid by way of cheque No.289558, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- h. Rs.65,00,000/- (Rupees Sixty Five Lakhs Only) paid by way of cheque No.289559, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- i. Rs.59,75,000/- (Rupees Fifty Nine Lakh Seventy Five Thousand Only) paid by way of cheque No.289560, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.1, i.e., Sri Gowrishankar.
- j. Rs.60,00,000/- (Rupees Sixty Lakhs Only) paid by way of cheque No.289561, drawn on Karnataka Bank Ltd., HSR Layout Branch, Bangalore, in favour of Vendor No.2, i.e., Sri Chiranjeevi.
- k. Rs.5,25,000/- (Rupees Five Lakh Twenty Five Thousand 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 Income Tax Act 1961 and the rules made there under.

In this said manner the Purchaser has discharged the entire consideration in full quitance. The Vendors acknowledges having received the full sale consideration amount of Rs.5,25,00,000/- (Rupees Five Crore Twenty Five Lakhs Only), in full satisfaction and final settlement of the consideration and the Vendors hereby sells, transfers all their right, title and interest in the SCHEDULE PROPERTY and set-over the vacant possession of the SCHEDULE PROPERTY to the Purchaser to be held by it as absolute owner from hereon and forever.

THE VENDORS COVENANTS WITH THE PURCHASER AS FOLLOWS:

a. That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the SCHEDULE PROPERTY hereby conveyed and receive the income and profits there from, as absolute owner, without any interference or

Handwritten signature of the Purchaser.

4

For SMAYA BUILDERS & DEVELOPERS

Handwritten signature of the Managing Partner.
Managing Partner

ಗುರುತಿರುವುದು R.N.G. (U) S.J.P. Doct: No.BK I.158.....2019-20

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Mohan S/o Gundappa No.627, 12th Cross, 27th Main, 1st Sector, HSR Layout Bangalore	Mohan
2	Kalyan S/o Munindralah No.434, 16th Cross, 6th Sector, HSR Layout Bangalore	Kalyan

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

 1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ SRJ-1-00158-2019-20 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ SRJD334 ನೇ ದ್ವರಲ್ಲಿ ದಿನಾಂಕ 08-04-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ	 ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬಸವನಗುಡಿ (ಸರ್ಜಾಪುರ) 8/4/2019
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Designed and Developed by C-DAC, ACTS, Pune

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು
ಸರ್ಜಾಪುರ, ಅನೇಕಲ್ ತಾಲ್ಲೂಕು,
ಬಸವನಗುಡಿ ನೋಂದಣಿ ಜಿಲ್ಲೆ.

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₹ 3/-

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disturbance by the Vendors or their predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto.

b. That the title of the Vendors to the SCHEDULE PROPERTY hereby conveyed is good, marketable and subsisting and that they have the unobstructed power to convey the same and that there is no legal impediment for this sale under any law, order, decree or contract or any court order.

c. That the Vendors are the absolute owners of the SCHEDULE PROPERTY and that no one else has any right, title, interest or share therein.

d. That the SCHEDULE PROPERTY is not subject to any attachment on account of any arrears of Land Revenue, court, insolvency proceedings, tenancy or acquisition proceedings, income Tax, Wealth Tax, court of competent jurisdiction or any other judicial or quasi judicial appropriate authority, or charges of any kind.

e. The Vendors does hereby covenant that the SCHEDULE PROPERTY or any portion thereof is not affected by any notice or scheme of any statutory authority, for acquisition, confiscation and/or any penal action.

f. That Vendors agree to sign all applications and papers before the appropriate authority to transfer the name of the Purchaser as owner in various records maintained by the local jurisdictional authorities in respect of the Schedule Property.

g. That there is no impediment for the Vendors to acquire or hold or sell the SCHEDULE PROPERTY;

h. That the Vendors have paid all taxes, cesses in respect of the SCHEDULE PROPERTY up to the date of Sale.

i. That the Vendors have delivered the Original documents of title relating to the SCHEDULE PROPERTY to the Purchaser.

j. That the Vendors shall, whenever so required by the Purchaser, do and execute all such acts, deeds and things for morefully and perfectly assuring the title of the Purchaser to the Schedule Property hereby conveyed.

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5

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

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k. That the Vendors shall keep the Purchaser 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 SCHEDULE PROPERTY hereby conveyed, by reason of any defect in or want of title on the part of the Vendors or their predecessors-in-title and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the SCHEDULE PROPERTY by the Purchaser. In future if any dispute arises with respect to the SCHEDULE PROPERTY the Vendors shall resolve the same with their own cost.

l. That the SCHEDULE PROPERTY is a private property and does not come under Government property.

m. The registration charges, Stamp duty charges and other miscellaneous charges shall be borne by the Purchaser.

SCHEDULE PROPERTY

All that piece and parcel of vacant undeveloped residential land **measuring 2 (two) acres 1.08 (one and half) Guntas** being part of residential land measuring 4 Acres 3 Guntas, in **Sy.No.119** (duly converted for non agricultural residential purposes vide an official Memorandum No.ALN(A)(S.H): SR: 206/2011-12 dated 06/02/2013, issued by Deputy Commissioner, Bangalore District, Bangalore), situated at Rayasandra Village, SarjapuraHobli, AnekalTaluk, Bangalore District, presently coming under ShanthipuraPanchayath jurisdiction only.

East by: Portion of same survey No.119, gifted to
balappa,
West by: Property survey No.120,
North by: Choodasandra boundary,
South by: Government Road.

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6

For SMAYA BUILDERS & DEVELOPERS

Managing Partner

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₹ 3/-

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to D/S:

THE ASSOCIATION OF BUILDERS & DEVELOPERS
B.A.D.S.

IN WITNESS WHEREOF, the Vendors and the Purchaser have affixed their signatures to this Agreement of Sale made on the day, month and the year first above written.

WITNESSES:

1. Mohan (MOHAN.G.)
#627, 12th cross
27th main, H.S.R.
1st sector B'lore-560102

SRI.GOWRISHANKAR
SRI. CHIRANJEEVI

VENDORS

For **SMAYA BUILDERS & DEVELOPERS**

2. Kalyan
(KALYAN)
No.434, 16th cross,
HSR layout
Bangalore-102

M/s. SMAYA BUILDERS AND DEVELOPERS
Represented by its Partner
Mr. H.N. Manju
PURCHASER

DRAFTED BY:

LAW PARK ASSOCIATES, Advocate,
H.S.R. Layout, Bangalore 560102.