SALE DEED.

THIS DEED OF SALE is executed at BANGALORE on this TWENTY THIRD day of JULY Two Thousand Fifteen (23.07.2015):

BY

MRS.NADIRA IQBAL,

Wife of Hothur Mohammed Igbal,

Aged about 52 years, Residing at 5 to 8,

Infantry Road, Cantonment,

Bellary - 583 104.

(Hereinafter referred to as the "VENDOR" which term shall, unless the context otherwise requires, mean and include her heirs, executors

and administrators) on the One Part;

IN FAVOUR OF

M/S.GOYAL HARIYANA CONSTRUCTIONS

(Formerly known as Orchid Woods Projects), A partnership firm registered under the provision of the Indian Partnership Act, 1932 and having its office at Unit No.206, Barton Centre, No.84, M.G.Road, Bangalore - 560 001, Represented by its Partner Companies (a) Goyal & Co, Construction Private Limited represented by its Director Mr. Tanmay Trilokchand Agrawal and (b) Hariyana Ship Breakers Limited represented by its Chief Executive Officer Mr. Sanjeev Reniwal,

(Hereinafter referred to as the "PURCHASER" which term shall, unless the context otherwise requires, mean and include its Partners from time to time and their respective heirs, executors, administrators and assigns) of the

Other Part:

#### WITTNESSES AS FOLLOWS:-

#### WHEREAS:

All that piece and parcel of agricultural land bearing Survey No.162/5, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 2 Acres 1 Gunta, which is hereinafter referred to as "Survey No.162/5", was originally belonged to one Byrappa son of Hanumanthappa;

For GOYAL HARIYANA CONSTRUCTION

Partner / Authorised Signatory



#### ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration

#### ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಆಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co, Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal, ಇವರು 16740000.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	16740000.00	DD No.493650, Dt: 22-07-2015, Indian Overseas bank, Blore
ఒట్ను :	16740000.00	

ಸ್ಥಳ : ಮಹದೇವಪುರ

ದಿನಾಂಕ : 23/07/2015

ಉಪ-ನೋಂಡನ ರುತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಉಪ <del>ವೇಷಚಿತ್ರವೃ</del>ಧ್ಯಕಾರಿ ಕಾಹದೇವಾರ, ಬೆಂಗಳೂರು.

Designed and Developed by C-DAC ,ACTS Pune.



- 2) Hanumanthappa son of Byrappa by a Deed of Sale dated 22.03.1945 (registered as Document No.4283/1944-45 in Book I, Volume 749, at Pages 136 to 138, in the Office of the Sub-Registrar, Bangalore Taluk), sold the eastern portion of Survey No.162/5 measuring 33 Guntas, which is hereinafter referred to as "eastern portion of Survey No.162/5" (which he had acquired under a partition effected amongst himself and his brother Munishamappa), to Patel Pillanna;
- 3) Patel Pillanna thereafter by a Deed of sale dated 11.06.1946 (registered as Document No.6669/1945-46 in Book I, Volume 833, at Pages 239 to 241, in the Office of the Sub-Registrar, Bangalore Taluk), re conveyed the eastern portion of Survey No.162/5 measuring 33 Guntas to Hanumanthappa son of Byrappa;
- 4) Hanumanthappa son of Byrappa by a Deed of Sale dated 14.10.1948 (registered as Document No.2059/1948-49 in Book I, Volume 1022, at Pages 70 to 72, in the Office of the Sub-Registrar, Krishnarajapura), sold the eastern portion of Survey No.162/5 measuring 33 Guntas to Venkataswamappa son of Muniswamappa;
- 5) Munishamappa son of late Byrappa by a Deed of Gift dated 12.08.1966 (registered as Document No.2602/1966-67 in Book I, Volume 605, at Pages 39 to 41, in the Office of the Sub-Registrar, Bangalore South Taluk), gifted the western portion of Survey No.162/5 measuring 1 Acre 25 Guntas (as informed the extent gifted was 1 Acre 8 Guntas), which is hereinafter referred to as "western portion of Survey No.162/5" (which he had acquired under a partition effected amongst himself and his brother Hanumanthappa), to Akkaiamma wife of Munishamappa (daughter of late Chowdappa);
- 6) Akkaiamma wife of Munishamappa by a Deed of Sale dated 06.05.1971 (registered as Document No.697/1971-72 in Book I, Volume 867, at Pages 216 & 217, in the Office of the Sub-Registrar, Bangalore South Taluk), conveyed the western portion of Survey No.162/5 to Bhoomi Reddy son of Konda Reddy;

Partner / Authorised Signatory

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ಮಹದೇವಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-07-2015 ರಂದು 03:49:54 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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	ఒట్ను :	2963920.00	

ಶ್ರೀ M/s. Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co, Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
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ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಮಹದೀವತ್ತರ, ಬೆಂಗಳೂರು.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co, Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal			Founds
	(ಬರೆಸಿಕೊಂಡವರು)			ಉಪ ನೋಂದಣಾಧಿ ಮಹರೇವಪ್ರಕ ಚಿಂಗಳ

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- 7) Bhoomi Reddy son of Kondappa Reddy by a Deed of Sale dated 15.05.1974 (registered as Document No.1633/1971-72 in Book I, Volume 1057, at Pages 63 to 65, in the Office of the Sub-Registrar, Bangalore South Taluk), conveyed the western portion of Survey No.162/5 to Narayanappa son of late Nanjundappa;
- 8) Narayanappa son of late Nanjundappa, joined by his two wives, Devamma and Munivenkatamma, children, Nagarathnamma, Manjunatha and Ganesh by a Deed of Sale dated 09.12.2004 (registered as Document No.24597/2004-05 in Book –I, C.D.No.94, in the office of the Senior Sub-Registrar, Krishnarajapura), having retained 8 Guntas with him, sold the remaining western portion of Survey No.162/5 measuring 1 Acre, to B.K.Lakshmana Murthy son of late Krishnappa; B.K.Lakshmana Murthy thereafter registered as khatedar of the western portion of Survey No.162/5 measuring 1 Acre vide Mutation Register Extract bearing M.R.No.50/2004-05;
- 9) All that piece and parcel of agricultural land bearing Survey No.162/6, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 21 Guntas, which is hereinafter referred to as "Survey No.162/6", was originally belonged to one Muniswamappa;
- 10) Muniswamappa by a Deed of Sale dated 04.01.1945 (registered as Document No.2936/1944-45 in Book I, Volume 736, at Pages 82 to 86, in the Office of the Sub-Registrar, Bangalore Taluk), sold Survey No.162/6 to Venkataswamappa son of Muniswamappa;
- -11) All that piece and parcel of agricultural land bearing Survey No.162/7, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 17 Guntas, which is hereinafter referred to as "Survey No.162/7", was originally belonged to Hanumanthappa son of Muniswamappa;
- 12) Hanumanthappa son of Muniswamappa by a Deed of Sale dated 02.02.1945 (registered as Document No.3509/1944-45 in Book –I, Volume 743, at Pages 7 to 9, in the Office of the Sub-Registrar, Krishnarajapura), sold Survey No.162/7 to Venkataswamappa son of Muniswamappa;

Partner / Authorised Signatory

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- 13) Venkataswamappa son of Muniswamappa thus became the absolute owner of all that eastern portion of Survey No.162/5, Survey No.162/6 and 162/7 as set out herein above;
- 14) The family of Venkataswamappa consists of himself and his wife, Mariyamma and 5 children namely Narayanappa, Venkatamma, Thimmaiah, Ramegowda and Rukkamma; Venkataswamappa and his wife Mariyamma died intestate leaving behind their children Narayanappa, Venkatamma, Thimmaiah, Ramegowda and Rukkamma, as the only surviving legal heirs who are entitle to succeed to the estates of late Venkataswamappa; On the death of Venkataswamappa, eastern portion of Survey No.162/5, 162/6 & 162/7 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- 15) Narayanappa son of late Venkataswamappa died intestate on 27.05.1999 leaving behind his wife Lakshmamma and children, Devaraju, Gopal, Savithramma, Krishnamurthy, N.Srinivas, Leelamma, N.Muniraju, N.Ramesh and N.Manjunath as the only surviving legal heirs;
- 16) Ramegowda son of late Venkataswamappa died intestate on 25.07.2003 leaving behind his wife Gowramma and children Mallikarjuna and Ravi as the only surviving legal heirs;
- Thereafter (a) Lakshmamma, Devaraja, Gopal, Savithramma, Krishnamurthy, Srinivas, Leela, Muniraju, Ramesh, Manjunath, wife and children of late Narayanappa (b) Thimmaiah, son of late Venkataswamappa, Devamma, Padmavathi, Lalitha, Rathnamma, Shanthamma, Manjula, Murali and Mala, wife and children of Thimmaiah (c) Gowramma, Mallikarjuna and Ravi, wife and children of late Ramegowda by an Agreement of Sale dated 30.10.2004 (registered as Document No.21177/2004-05 in Book –I, C.D.No.83, in the Office of the Senior Sub-Registrar, Krishnarajapura, Bangalore), agreed to sell to B.K.Lakshmana Murthy son of late Krishnappa, all that eastern portion of Survey No.162/5, Survey No.162/6 and Survey No.162/7;

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	Mrs. Nadira Iqbal W/o Hothur Mohammed Iqbal ,		Mona	
3	(ಬರೆದುಕೊಡುವವರು)	1	The state of the s	Maci Pulat

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯಾ 2477/2015-16 ರ ಮಟ ಸಂಖ್ಯೆ &

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

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- 18) (a) Lakshmamma, Devaraja, Gopal, Savithramma, Krishnamurthy, Srinivas, Leela, Muniraju, Ramesh, Manjunath, wife and children of late Narayanappa (b) Thimmaiah, son of late Venkataswamappa, Devamma, Padmavathi, Lalitha, Rathnamma, Shanthamma, Manjula, Murali and Mala, wife and children of Thimmaiah (c) Gowramma, Mallikarjuna and Ravi, wife and children of late Ramegowda also executed a General Power of Attorney dated 30.10.2004 (registered as Document No.468/2004-05 in Book IV, C.D.No.83, in the Office of the Sub-Registrar, Krishnarajapura), in favour of B.K.Lakshmana Murthy son of late Krishnappa, interalia, authorising him to sell and dispose off the eastern portion of Survey No.162/5, Survey No.162/6 and Survey No.162/7.
- 19) (a) Lakshmamma, Devaraja, Gopal, Savithramma, Krishnamurthy, Srinivas, Leela, Muniraju, Ramesh, Manjunath, wife and children of late Narayanappa (b) Thimmaiah, son of late Venkataswamappa, Devamma, Padmavathi, Lalitha, Rathnamma, Shanthamma, Manjula, Murali and Mala, wife and children of Thimmaiah (c) Gowramma, Mallikarjuna and Ravi, wife and children of late Ramegowda, all represented by their duly constituted Attorney Holder B.K.Lakshmana Murthy, by a Deed of Sale dated 23.03.2005 (registered as Document No.35737/2004-05 in Book I, C.D.No.125, in the Office of the Senior Sub-Registrar, Krishnarajapura), sold the eastern portion of Survey No.162/5, Survey No.162/6 and Survey No.162/7 to B.N.Manjulamma wife of B.K.Lakshmana Murthy;
- 20) B.N.Manjulamma wife of B.K.Lakshmana Murthy was thereafter registered as khatedar of the eastern portion of Survey No.162/5, Survey No.162/6 and Survey No.162/7 vide Mutation Register Extract bearing No.6/2005-06;
- 21) All that piece and parcel of agricultural land bearing Survey No.162/8, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 16 Guntas, which is hereinafter referred to as "Survey No.162/8", was originally belonged to Chittappa son of Hanumanthappa;
- 22) Chittappa son of Hanumanthappa by a Deed of Sale dated 27.06.1957 (registered as Document No.1279/1957-58 in Book I, Volume 23, at Pages 135 to

Partner / Authorised Signatory

## ದಸ್ತಾನೇಜಾ ಸಂಖ್ಯತಿಲ್ಲಾ /2015-16 ರ ಮಟ ಸಂಖ್ಯೆಸಿ

#### ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
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2	Jai Kumar No. 206, Barton Centre, 84 M G Road,Blore	Zoi Xund. L

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ MDP-1-02477-2015-16 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ MDPD166 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 23-07-**2015** ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಾಧಕಾರಿ ಶಿವಾಜಿನಗರ (ಮಹದೇವಪುರ )

Designed and Developed by C-DAC, ACTS, Pune

ರೇಣುಕಾ ಪ್ರಸಾದ್ ಎನ್.ಆರ್. ಉಪ ನೋಂದಣಾಧಿಕಾರಿ, ಮಹದೇವಮರ, ಬೆಂಗಳೂರು.

- 137, in the office of the Sub-Registrar, Bangalore South Taluk), conveyed Survey No.162/8 to Munishamappa son of Byrappa;
- 23) Munishamappa son of late Byrappa by a Deed of Gift dated 12.08.1966 (registered as Document No.2602/1966-67 in Book I, Volume 605, at Pages 39 to 41, in the Office of the Sub-Registrar, Bangalore South Taluk), gifted Survey No.162/8 to Akkaiamma wife of Munishamappa (daughter of late Chowdappa);
- Akkaiamma wife of Munishamappa by a Deed of Sale dated 02.05.1974 (registered as Document No.1632/1974-75 in Book I, Volume 1057, at Pages 61 to 63, in the Office of the Sub-Registrar, Bangalore South Taluk), conveyed Survey No.162/8 to H.M.Sonnappa son of Nanjundappa;
- 25) H.M.Sonnappa son of Nanjundappa thereafter by a Deed of Sale dated 29.08.1992 (registered as Document No.3641/1992-93 in Book I, Volume 586, at Pages 27 to 30, in the Office of the Sub-Registrar, Krishnarajapura), sold Survey No.162/8 to Yelasappa son of Nallappa; Pursuant thereto, Yelasappa was registered as kathedar in the revenue records pertaining to Survey No.162/8 vide Mutation Register Extract bearing M.R.No.15/92-93;
- Syed Mahmood Saheb, Syed Ibrahim, Syed Hussain, all sons of Syed Abdul Rahman and Mohammed Ziaulla and Mohammed Shafiulla, both sons of Abdul Sattar under a Power of Attorney dated 30.05.1995, sworn before A. Iddinabba, Advocate & Notary, authorized Mohammed Ismail Sait and D.Dayananda interalia to act jointly or severally and to purchase and sell the immovable properties purchased in their name and to sign, present, admit execution thereof;
- 27) Yelasappa son of Nallappa, pursuant thereto sold the portions of Survey No.162/8 as stated hereunder:-
  - (a) By a Deed of Sale dated 13.06.1995 (registered as Document No.2427/95-96 in Book-I, Volume No.1132 at Pages 55 to 62, in the Office of the Sub-Registrar, Krishnarajapura), sold a portion of Survey No.162/8 measuring about 3 Guntas to Mohammed Ziaulla son of Abdul Sattar;

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- (b) By a Deed of Sale dated 13.06.1995 (registered as Document No.2429/95-96 in Book-I, Volume No.1132 at Pages 69 to 75, in the Office of the Sub-Registrar, Krishnarajapura), sold another portion of Survey No.162/8 measuring about 2 ½ Guntas to Mohammed Shafiulla son of Abdul Sattar;
- (c) By a Deed of Sale dated 13.06.1995 (registered as Document No.2432/95-96 in Book-I, Volume No.1124 at Pages 144 to 149, in the Office of the Sub-Registrar, Krishnarajapura), sold another portion of Survey No.162/8 measuring about 3 ½ Guntas to Syed Hussain son of Syed Abdul Rahman;
- (d) By a Deed of Sale dated 13.06.1995 (registered as Document No.2430/95-96 in Book-I, Volume No.1132 at Pages 76 to 82, in the Office of the Sub-Registrar, Krishnarajapura), sold another portion of Survey No.162/8 measuring about 3 ½ Guntas to Syed Ibrahim son of Syed Abdul Rahman;
- (e) By a Deed of Sale dated 13.06.1995 (registered as Document No.2433/95-96 in Book-I, Volume No.1124 at Pages 149 to 154, in the Office of the Sub-Registrar, Krishnarajapura), sold the remaining portion of Survey No.162/8 measuring about 3 ½ Guntas to Syed Mahmood Saheb son of Syed Abdul Rahman;
- 28) All that piece and parcel of agricultural land bearing Survey No.162/9, Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 1 Acre 4 Guntas, is hereinafter referred to as "Survey No.162/9", was originally belonged to Abbaiah son of Venkatappa.
- 29) Abbaiah son of Venkatappa and his son Hanumanthappa by a Deed of Sale dated 22.05.1965 (registered as Document No.988/1965-66 in Book I, Volume 521, at Pages 219 to 221, in the Office of the Sub-Registrar, Bangalore South Taluk), sold Survey No.162/9 to Pillanna son of Chikka Appanna;
- 30) Pillanna son of Chikka Appanna in turn by a Deed of Sale dated 19.04.1967 (registered as Document No.218/1967-68 in Book I, Volume 639, at Pages 137 & 138, in the Office of the Sub-Registrar, Bangalore South Taluk), sold Survey No.162/9 to V.Annaiappa son of late Venkataramanappa;
- 31) Subsequent thereto, V.Annaiappa son of late Venkataramappa by a Deed of Sale dated 19.07.1971 (registered as Document No.2197/1971-72 in Book I, Volume 885, at Pages 56 to 58, in the Office of the Sub-Registrar, Bangalore South Taluk), re conveyed Survey No.162/9 to Pillanna son of Chikka Appaiah;

Partner / Authorised Signatory

- On the death of Pillanna, his sons namely Pillaiah, Muniswami @ Appanna, H.P.Krishnamurthy and H.P.Shamanna effected an oral partition amongst themselves on 10.04.1982 and on such partition, Muniswami alias Appanna, was allotted with 15 1/3 Guntas H.P.Krishnamurthy and H.P.Shamanna were allotted 14 1/3 Guntas each in Survey No.162/9; The said jubane partition has been recorded under the Mutation Register Extract bearing M.R.No.3/1989-90 and by virtue of the same, Munishami alias Appanna, H.P.Krishnamurthy and H.P.Shamanna were registered as khatedars in the revenue records pertaining to Survey No.162/9 with regard to their respective portions;
- H.P.Shamanna (for self and as father and natural guardian of his minor sons H.S.Manohar and H.S.Pratap), by a Deed of Sale dated 07.10.1993 (registered as Document No.1985/1993-94 in Book I, Volume 702, at pages 11 to 13, in the Office of the Sub-Registrar, Krishnarajapura), sold 14 1/3 Guntas held by him in Survey No.162/9, to Yelasappa son of Nallappa and N.Narayanappa son of Nanjappa; Yelasappa and N.Narayanappa thus became entitled to 14 1/3 Guntas in Survey No.162/8, hereinafter referred to as "portion of Survey No.162/9" and pursuant thereto, the khata with regard to portion of Survey No.162/9 stood transferred in the names of Yelasappa and N.Narayanappa vide Mutation Register Extract bearing M.R.No.11/93-94;
- 34) Yelasappa son of Nallappa and N.Narayanappa son of Nanjappa pursuant thereto sold the portion of Survey No.162/9 as stated hereunder:-
- (a) By a Deed of Sale dated 13.06.1995 (registered as Document No.2425/95-96 in Book-I, Volume No.1132 at Pages 48 to 55, in the Office of the Sub-Registrar, Krishnarajapura), sold 5 Guntas from and out of portion of Survey No.162/9 to Syed Ibrahim son of Syed Abdul Rahman;
- (b) By a Deed of Sale dated 13.06.1995 (registered as Document No.2428/95-96 in Book-I, Volume No.1132 at Pages 62 to 69, in the Office of the Sub-Registrar, Krishnarajapura), sold 5 Guntas from and out of portion of Survey No.162/9 to Syed Mahmood Saheb son of Syed Abdul Rahman;
- (c) By a Deed of Sale dated 13.06.1995 (registered as Document No.2431/95-96 in Book-I, Volume No.1124 at Pages 139 to 144, in the Office of the Sub-Registrar, Krishnarajapura), sold 4 1/3 Guntas from and out of portion of Survey No.162/9 to Syed Hussain son of Syed Abdul Rahman;

Partner / Authorised Signatory

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- Mohammed Ziaulla son of Abdul Sattar, Mohammed Shafiulla son of Abdul Sattar, Syed Hussain son of Syed Abdul Rahman, Syed Ibrahim son of Syed Abdul Rahman and Syed Mahmood Saheb son of Syed Abdul Rahman, thereafter by a Deed of Sale dated 12.01.2005 (registered as Document No.27461/2004-05 in Book I, C.D No.103, in the Office of the Sub-Registrar, Krishnarajapura), sold land bearing Survey No.162/8 and a portion of Survey No.162/9, held by them to B.N.Manjulamma wife of B.K.Lakshmana Murthy; B.N.Manjulamma subsequent thereto registered as khatedar in the revenue records pertaining to Survey No.162/8 and a portion of Survey No.162/9 measuring 14 1/3 Guntas. vide Mutation Register Extract bearing M.R.No.81/2005-06;
- B.N.Manjulamma with the consent of her husband, B.K.Lakshmana Murthy by an Agreement of Sale dated 01.12.2005 (registered as Document No.9949/2005-06 in Book I, C.D.No.162, in the Office of the Sub-Registrar, Krishnarajapura, Bangalore), agreed to sell Survey No.162/8 and a portion of Survey No.162/9 measuring 14 1/3 Guntas to Zarah Igbal daughter of Mohammed Igbal;
- 37) B.N.Manjulamma executed a Power of Attorney dated 01.12.2005 (registered as Document No.467/2005-06 in Book IV, C.D.No.162, in the Office of the Sub-Registrar, Krishnarajapura), in favour of Mohammed Iqbal son of Hussain Peeran and Nadira Iqbal W/o Mohammed Iqbal, interalia, authorizing them jointly or severally to sell and dispose off Survey No.162/8 measuring 16 Guntas and a portion of Survey No.162/9 measuring 14 1/3 Guntas;
- B.N.Manjulamma wife of B.K.Lakshmana Murthy, thereafter represented by her duly constituted General Power of Attorney Holder, Mohammed Iqbal, by a Deed of Sale dated 30.11.2006 (registered as Document No.28768/2006-07 in Book I, C.D.No.273, in the Office of the Sub-Registrar, Krishnarajapura), sold Survey No.162/8 measuring 16 Guntas and a portion of Survey No.162/9 measuring 14 1/3 Guntas to Zarah Iqbal daughter of Mohammed Iqbal; The khata with regard to Survey No.162/8 and a portion of Survey No.162/9 stood transferred in the name of Zarah Iqbal vide Mutation Register Extract bearing M.R.No.43/2006-07;

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- 39) B.K.Lakshmana Murthy son of late Krishnappa, thus became the absolute owner of all that portion of Survey No.162/5, Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring about 1 Acre, which is hereinafter referred to as "Portion of Survey No.162/5 measuring 1 Acre";
- B.N.Manjulamma wife of B.K.Lakshmana Murthy, thus became the absolute owner of all that (a) portion of Survey No.162/5, measuring about 33 Guntas and (b) Survey No.162/6 measuring about 21 Guntas and (c) Survey No.162/7, measuring about 17 Guntas, (d) Survey No.162/8 measuring about 16 Guntas, and (e) a portion of Survey No.162/9 measuring about 14 1/3 Guntas, all situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, and are hereinafter referred to as "Portion of Survey No.162/5 measuring 33 Guntas", "Survey No.162/6", "Survey No.162/7", "Survey No.162/8" and "Survey No.162/9", respectively;
- B.K.Lakshmana Murthy son of late Krishnappa, sold a portion of Survey No.162/5 measuring 1 Acre and B.N.Manjulamma wife of B.K.Lakshmana Murthy, sold a portion of Survey No.162/5, measuring 33 Guntas, Survey No.162/6, Survey No.162/7, Survey No.162/8 and Survey No.162/9, held by them respectively to Zarah lqbal daughter of Mohammed lqbal under five Sale Deeds and the details of the Sale Deeds are morefully set out herein below:-

SI.No.	Name of the Seller	Sale Deed date	Property details	Registration Details
1.	B.K.Lakshmana Murthy	01.12.2005	Portion of Survey No.162/5 measuring 1 Acre	(registered as Document No.9900/05-06 in Book-I and stored in CD No.KRID 162 in the office of the Senior Sub-Registrar, K.R.Puram)
2.	B.N.Manjulamma	01.12.2005	Portion of Survey No.162/5 measuring 33 Guntas	(registered as Document No.9895/05-06 in Book-I and stored in CD No.KRID .162 in the office of the Senior Sub-Registrar, K.R.Puram)

Partner / Authorised Signatory

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SI.No.	Name of the Seller	Sale Deed date	Property details	Registration Details
3.	B.N.Manjulamma	01.12.2005	Survey No.162/6 measuring 21 Guntas	(registered as Document No.9893/05-06 in Book-I and stored in CD No.KRID 162 in the office of the Senior Sub-Registrar, K.R.Puram)
4.	B.N.Manjulamma	01.12.2005	Survey No.162/7 measuring 17 Guntas	(registered as Document No.9902/05-06 in Book-I and stored in CD No.KRID 162 in the office of the Senior Sub-Registrar, K.R.Puram)
5.	B.N.Manjulamma	30.11.2006	Survey No.162/8 measuring 16 Guntas and Survey No.162/9 measuring 14 1/3 Gunta	(registered as Document No.28768/06-07 in Book-I and stored in CD No.KRID 273 in the office of the Senior Sub-Registrar, K.R.Puram);

A2) Zarah Iqbal daughter of Mohammed Iqbal pursuant thereto, made an application for the conversion of portion of Survey No.162/5, portion of Survey No.162/5, Survey No.162/6, Survey No.162/7, Survey No.162/8 and portion of Survey No.162/9 to non-agricultural use and the Special Deputy Commissioner, Bangalore District, Bangalore, on the receipt of the requisite conversion fines, by way of Official Memorandum, bearing No..B.Dis.ALN.(E)SR: (KH)28/2007-08 dated 19.12.2008, converted all that (a) portion of Survey No.162/5 measuring 1 Acre (b) portion of Survey No.162/5 measuring 33 Guntas (c) Survey No.162/6 measuring 21 Guntas (d) Survey No.162/7 measuring 17 Guntas (e) Survey No.162/8 measuring 16 Guntas and (f) portion of Survey No.162/9 measuring 14 1/3 Guntas, from agricultural to non-agricultural residential use and are hereinafter together referred to as "converted lands"; and whereas Zarah Iqbal daughter of Mohammed Iqbal, in this manner became the absolute owner of all that converted lands and has been registered as khatedar thereof in the revenue records;

For GOYAL HARIYANA CONSTRUCTIONS

Partner / Authorised Signatory

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- Zarah Iqbal daughter of Mohammed Iqbal, thereafter by a Deed of Gift dated 18.04.2009 (registered as Document No.181/2009-10, in Book I, stored in CD No.MDPD-36, in the office of the Sub-Registrar), gifted the converted lands to her mother Nadira Iqbal (the Vendor herein) wife of Hothur Mohammed Iqbal;
- 44) H.B.Nagaraju, H.B.Krishna Murthy, Sunandamma, Ashwathnarayana H.B. and Bharathi, being the legal heirs of late Venkatamma (grand children of late Venkataswamappa) and Rukkamma, daughter of late Venkataswamappa by a Deed of Confirmation Cum Release dated 05.02.2015 (registered as Document No.8759/2014-15 in Book I, C.D.No.133, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in the eastern portion of Survey No.162/5, Survey No.162/6 and Survey No.162/7 in favour of the Vendor herein;
- 45) The residentially converted lands being (a) a portion of Survey No.162/5, measuring about 1 Acre, which is morefully set out in Item No.1 of the Schedule hereto and is hereinafter referred to as "Item No.1", and (b) a portion of Survey No.162/5, measuring about 33 Guntas, which is morefully set out in Item No.1a of the Schedule hereto, and is hereinafter referred to as "Item No.1a", and (c) Survey No.162/6, measuring about 21 Guntas, which is morefully set out in Item No.2 of the Schedule hereto and is hereinafter referred to as "Item No.2", and (d) Survey No.162/7, measuring about 17 Guntas, which is morefully set out in Item No.3 of the Schedule hereto and is hereinafter referred to as "Item No.3" and (e) Survey No.162/8, measuring about 16 Guntas, which is morefully set out in Item No.4 of the Schedule hereto and is hereinafter referred to as "Item No.4" and (f) a portion of Survey No.162/9, measuring about 14 1/3 Guntas, which is morefully set out in Item No.5 of the Schedule hereto and is hereinafter referred to as "Item No.5", and all situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, and Item No.1 to 5 are hereinafter together referred to as the "SCHEDULE PROPERTY";
- 46) The Vendor herein thereafter decided to dispose off the Schedule Property being in need of funds in order to make alternative investments, offered to sell the same to M/s.Goyal Hariyana Constructions (formerly known as Orchid Woods

Partner / Authorised Signatory

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Projects), the Purchaser herein, representing, assuring and warranting the Purchaser in this sale deed;

- 47) Based on the representations, assurance and warranties of the Vendor herein, the Purchaser has agreed to purchase the Item No.1 to 5 of the Schedule hereto under an Agreement of Sale dated 18.05.2015 (registered as Document No.567/2015-16, in Book-I, stored in CD No.SHVD 203 in the office of the Sub-Registrar, Shivajinagar, Bangalore) for the Sale Consideration of Rs.29,62,80,600/-(Rupees Twenty Nine Crores Sixty Two Lakhs Eighty Thousand Six Hundred only) out of which the Purchaser has paid to the Vendor, an advance of Rs.15,00,00,000/-(Rupees Fifteen Crores only), as set out herein below:
  - a) Rs.5,00,00,000/- (Rupees Five Crores only) paid on 18.12.2014 vide Cheque No. 125187, drawn on Indian Overseas Bank;
  - b) Rs.9,85,00,000/- (Rupees Nine Crores Eighty Five Lakhs only) by Cheque bearing No. 245281, dated 18.05.2015, drawn on Indian Overseas Bank;
  - c) Rs.15,00,000/- (Rupees Fifteen Lakhs only) being TDS deducted and paid to Government under Sec.194 (1A) of the Income Tax Act, 1960;
- 48) Pursuant to the Agreement of Sale dated 18.05.2015, the Purchaser has paid to the Vendor, a further sum of Rs.6,00,00,000/- (Rupees Six Crores Only), as set out herein below:-
  - a) Rs.1,98,00,000/- (Rupees One Crores Ninety Eight Lakhs only) paid on 29.06.2015 vide Cheque bearing No. 129470, drawn on Indian Overseas Bank;
  - b) Rs.1,98,00,000/- (Rupees One Crores Ninety Eight Lakhs only) paid on 04.07.2015 vide Cheque bearing No. 180625, drawn on Indian Overseas Bank;
  - c) Rs.1,98,00,000/- (Rupees One Crores Ninety Eight Lakhs only) paid on 14.07.2015 vide Cheque bearing No. 180699, drawn on Indian Overseas Bank;
  - d) Rs.6,00,000/- (Rupees Six Lakhs only) being TDS deducted and paid to Government under Sec.194 (1A) of the Income Tax Act, 1960;

For GOYAL HARIYANA CONSTRUCTIONS

Partner / Authorised Signatory

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The Purchaser represented to the Vendor that the total sale consideration due to calculation error was wrongly mentioned in the Sale Agreement dated 18.05.2015 (registered as Document No.567/2015-16, in Book-I, stored in CD No.SHVD 203 in the office of the Sub-Registrar, Shivajinagar, Bangalore), as Rs.29,61,05,907/- (Rupees Twenty Nine Crores Sixty One Lakhs Five Thousand Nine Hundred Seven only) instead of Rs.29,62,80,600/- (Rupees Twenty Nine Crores Sixty Two Lakhs Eighty Thousand Six Hundred only), and the same stands corrected in this Deed of Sale and therefore the sale consideration for the Schedule Property is Rs. 29,62,80,600/- (Rupees Twenty Nine Crores Sixty Two Lakhs Eighty Thousand Six Hundred only), and the Purchaser has now come forward to pay the balance sale consideration to the Vendor as set out herein below and the Purchaser has now called upon the Vendor to execute this Deed of Sale;

#### 50) NOW THIS DEED OF SALE WITNESSETH AS UNDER:

That in pursuance of the foregoing and in total consideration of Rs.29,62,80,600/- (Rupees Twenty Nine Crores Sixty Two Lakhs Eighty Thousand Six Hundred only) paid by the Purchaser to the Vendor and the Purchaser having already paid Rs.21,00,00,000/- as set out herein above, the Purchaser has paid the balance sale consideration of Rs.8,62,80,600/- (Rupees Eight Crores Sixty Two Lakhs Eighty Thousand Six Hundred Only), to the Vendor in the following manner:-

a) Rs. 2,13,11,212/-

(Rupees Two Crores Thirteen Lakhs Eleven Thousand Two Hundred and Twelve only) paid to Vendor vide Cheque bearing No. 178060, dated 27.07.2015, drawn on Indian Overseas Bank;

b) Rs. 2,13,11,212/-

(Rupees Two Crores Thirteen Lakhs Eleven Thousand Two Hundred and Twelve only) paid to Vendor vide Cheque bearing No. 178061, dated 04.08.2015, drawn on Indian Overseas Bank;

c) Rs. 2,13,11,212/-

(Rupees Two Crores Thirteen Lakhs Eleven Thousand Two Hundred and Twelve only) paid to Vendor vide Cheque bearing No. 178062, dated 11.08.2015, drawn on Indian Overseas Bank;

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d) Rs.2,14,84,158/-

(Rupees Two Crores Fourteen Lakhs Eighty Four Thousand One Hundred and Fifty Eight only) paid to Vendor vide Cheque bearing No. 178063, dated 18.08.2015, drawn on Indian Overseas Bank;

e) Rs.8,62,806/-

(Rupees Eight Lakhs Sixty Two Thousand Eight Hundred and Six only) being TDS to be deducted and to be paid to Government under Sec.194 (1A) of the Income Tax Act, 1960;

the receipt of which, the Vendor hereby accepts and acknowledges in full and final settlement and satisfaction of the entire sale price, the Vendor hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, all that residentially converted lands being (a) a portion of Survey No.162/5, measuring about 1 Acre, which is morefully set out in Item No.1 of the Schedule hereto and is hereinafter referred to as "Item No.1", and (b) a portion of Survey No.162/5, measuring about 33 Guntas, which is morefully set out in Item No.1a of the Schedule hereto, and is hereinafter referred to as "Item No.1a", and (c) Survey No.162/6, measuring about 21 Guntas, which is morefully set out in Item No.2 of the Schedule hereto and is hereinafter referred to as "Item No.2", and (d) Survey No.162/7, measuring about 17 Guntas, which is morefully set out in Item No.3 of the Schedule hereto and is hereinafter referred to as "Item No.3" and (e) Survey No.162/8, measuring about 16 Guntas, which is morefully set out in Item No.4 of the Schedule hereto and is hereinafter referred to as "Item No.4" and (f) a portion of Survey No.162/9, measuring about 14 1/3 Guntas, which is morefully set out in Item No.5 of the Schedule hereto and is hereinafter referred to as "Item No.5", and all situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, and whereas Item No.1 to 5 are hereinafter together referred to as the "SCHEDULE PROEPRTY", or "PROPERTY HEREBY CONVEYED" with the land, trees, plants, water courses, fences and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as the absolute owner;

51) The Vendor has this day delivered the full, free, vacant and joint possession of Item No.1, 1a, 2, 3, 4 & 5 of the Schedule Property to the Purchaser;

For GOYAL HARIYANA CONSTRUCTIONS

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## 52) THE VENDOR ASSURES, REPRESENTS, WARRANTS AND COVENANTS WITH THE PURCHASER AS FOLLOWS:

- 1) That the Purchaser shall be entitled to 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 disturbance by the Vendor or her predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto;
- 2) That the title of the Vendor to the Property hereby conveyed is good, marketable and subsisting and that he has the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;
- 3) That the Vendor is the sole and absolute owner of the Item No.1, 1a to 5 of the Schedule Property with uninhibited rights of alienation over the same;
- 4) That the Vendor has acquired rights to Item No.1, 1a to 5 of the Schedule Property in the manner stated in the recital to this Deed of Sale;
- 5) That there are no impediments legal or otherwise for the Vendor to transfer of Item No.1, 1a to 5 of the Schedule Property to the Purchaser;
- That the Vendor has not mortgaged / hypothecated / charged the Item No.1, 1a to 5 of the Schedule Property or any part thereof or done any acts, deeds or things which are likely to curtail, restrict or prejudice the right of the Vendor to transfer or utilize the Item No.1, 1a to 5 of the Schedule Property or prevents the Vendor from transferring Item No.1, 1a to 5 of the Schedule Property or any part thereof to the Purchaser:
- 7) That no other person has any right, title, interest or claim over Item No.1, 1a to 5 of the Schedule Property or any part thereof except the Vendor;

For GOYAL HARIYANA CONSTRUCTIONS

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- 8) That there are no litigations or suits or suits filed / pending before any court, authority or forum, judicial, quasi-judicial, statutory or otherwise, which affects the rights of the Vendor to transfer Item No.1, 1a to 5 of the Schedule Property to the Purchaser;
- 9) That the Vendor has not entered into any arrangement or agreement to sell, mortgage or otherwise transfer Item No.1, 1a to 5 of the Schedule Property or any portion thereof save and except with the Purchaser herein;
- 10) That the Item No.1, 1a to 5 of the Schedule Property is free from all encumbrances, attachments, claims, liens, charges, clogs, hindrances, mortgage, minor claims, lease, court or other attachments, etc., and other charges of any nature whatsoever and howsoever and that there is no latent or patent defect in the title of the Vendor and the same will be transferred to the Purchaser as such;
- 11) That the Item No.1, 1a to 5 of the Schedule Property or any part thereof has not been attached by the Tax Department for arrears for any tax dues under the Income Tax Act, 1961, Wealth Tax or any other state or central taxing statutes;
- 12) That the Vendor will be responsible for payment of rates, taxes, cesses in respect of Item No.1, 1a to 5 of the Schedule Property up to the date of sale;
- 13) That there are no tenancy claims in regard to Item No.1, 1a to 5 of the Schedule Property under the Karnataka Land Reforms Act, 1961;
- 14) That the Item No.1, 1a to 5 of the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell Item No.1, 1a to 5 of the Schedule Property;
- That the Item No.1, 1a to 5 of the Schedule Property has been converted from agricultural to non-agricultural residential use vide Official Memorandum, bearing No.B.Dis.ALN.(E)SR: (KH)28/2007-08 dated 19.12.2008 and since then, Item No.1, 1a to 5 of the Schedule Property is being used for non-agricultural purposes;

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- 16) That the Vendor has this day delivered the original documents of title relating to Item No.1, 1a to 5 of the Schedule Property to the Purchaser;
- 17) The Vendor agrees and undertakes to execute such applications, deeds, affidavits, undertakings and other document/s and to do or cause to do at all times, all acts, deeds and things as may be required by the Purchaser, at the cost of the Purchaser, to (a) transfer of the khata and other utilities in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser, title to the Schedule Property;
- The Vendor do hereby, indemnify and agree to keep indemnified forever and 18) keep harmless the Purchaser, its successors and assigns of from and against any loss, damage, demand, action, dispute, claim, costs, charges and expenses of any nature suffered by or caused to the Purchaser or its successors and assigns, incurred on account of any defect or deficiency in the title of the Vendor or in connection with or due to any kind of litigation or other form of ad-judicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether the same is reduced to judgment), or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with any or as a result of any or all of assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor her heirs, executors, administrators, in respect of any and all claims, demands, suits, actions, proceedings, losses, expenses, penalties, fines, impositions, interest, costs and/or damages made, taken, instituted, filed, suffered, incurred or levied, or that may from time to time and at all times hereafter be made, taken, instituted, filed, incurred, levied against or suffered by the Purchasers its successors or assigns.

#### 53) PERMANENT ACCOUNT NUMBER:

The Permanent Account Number of the Vendor and the Purchaser are as follows:-

(a) Vendor

AADPI3634D

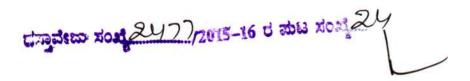
(b) Purchaser

AACFO 2916R

For GOYAL HARIYANA CONSTRUCTIONS

Partner / Authorised Signatory

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#### SCHEDULE

#### ITEM NO.1:-

All that piece and parcel of residentially converted, vacant and undeveloped land being portion of Survey No.162/5, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 1 Acre and bounded on as follows:

EAST	:	Remaining portion of same Survey No.162/5 i.e Item No.1a;
WEST		Remaining portion of Survey No.162/5 and Survey No.162/4;
NORTH	:	Survey No.162/9 and Survey No.162/1;
SOUTH	:	Land bearing Survey No.162/6;

#### ITEM NO.1a:-

All that piece and parcel of residentially converted, vacant and undeveloped land being portion of Survey No.162/5, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 33 Guntas and bounded on as follows:

EAST	:	Land bearing Survey No.162/8 & Survey No.161;
WEST	:	Remaining portion of same Survey No.162/5 i.e., Item No.1;
NORTH		Survey No.162/9 and Survey No.162/1;
SOUTH		Land bearing Survey No.162/6;

#### ITEM NO.2:-

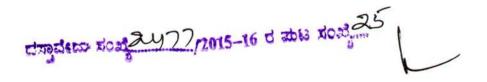
All that piece and parcel of residentially converted, vacant and undeveloped land bearing Survey No.162/6, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 21 Guntas and bounded on as follows:

EAST	:	Land bearing Survey No.161;	
WEST	:	Land bearing Survey Nos.159;	
NORTH	:	Land bearing Survey No.162/5;	
SOUTH		Land bearing Survey No.162/7;	

For GOYAL HARIYANA CONSTRUCTIONS

Partner / Authorised Signatory

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#### ITEM NO.3:-

All that piece and parcel of residentially converted, vacant and undeveloped land bearing Survey No.162/7, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 17 Guntas and bounded on as follows:

EAST	:	Land bearing Survey No.161;	
WEST	:	Land bearing Survey Nos.159;	
NORTH	:	Land bearing Survey No.162/6;	
SOUTH	:	Land bearing Survey No.136;	

#### ITEM NO.4:-

All that piece and parcel of residentially converted, vacant and undeveloped land bearing Survey No.162/8, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 16 Guntas and bounded on as follows:

EAST	:	Land bearing Survey No.133;	
WEST	:	Land bearing Survey Nos.162/5;	
NORTH	:	Land bearing Survey No.162/9;	
SOUTH	- :	Land bearing Survey No.161;	

#### ITEM NO.5:-

All that piece and parcel of residentially converted, vacant and undeveloped land being portion of Survey No.162/9, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 14 1/3 Guntas and bounded on as follows:

EAST	: Remaining portion of Survey No.	162/9;
WEST	: Land bearing Survey Nos.162/1	and 162/5;
NORTH	: Road;	*
SOUTH	: Land bearing Survey No.162/8;	

(Market value of the Schedule Property hereby conveyed is Rs.29,62,80,600/-)

For GOYAL HARIYANA CONSTRUCTIONS

Partner / Authorised Signatory

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IN WITNESS WHEREOF, the **VENDOR** has executed this DEED OF SALE in favour of the **PURCHASER** in the presence of the Witnesses attesting hereunder:

WITNESSES:

1) Anni

Malindel;

2) Jai Tumal

For GOYAL HARIYANA CONSTRUCTIONS

Partner / Authorised Signatory

**PURCHASER** 

Drawn by:

(K.N.Geetha)
Advocate
Anup S Shah Law Firm
No.34, 7<sup>th</sup> Cross,
Vasanth Nagar,
Cunningham Road,
Bangalore – 560 052.

SALE DEED

THIS DEED OF SALE is executed at BANGALORE on this FOURTH day of MAY Two Thousand Sixteen (04.05.2016):

BY

MRS.NADIRA IQBAL,

Wife of Hothur Mohammed Iqbal,

Aged about 52 years, Residing at No.5 to 8, Infantry Road, Cantonment,

Bellary - 583 104.

(Hereinafter referred to as the "VENDOR" which term shall, unless the context otherwise requires, mean and include her heirs, executors

and administrators) on the One Part;

IN FAVOUR OF

M/S.GOYAL HARIYANA CONSTRUCTIONS

(Formerly known as Orchid Woods Projects), A partnership firm registered under the provision of the Indian Partnership Act, 1932 and having its office at Unit No.206, Barton Centre, No.84, M.G.Road, Bangalore - 560 001, Represented by its Partner Companies (a) Goyal & Co, Construction Private Limited represented by its Director Mr. Tanmay Trilokchand Agrawal and (b) Hariyana Ship Breakers Limited represented by its Chief Executive Officer Mr.Sanjeev Reniwal,

(Hereinafter referred to as the "PURCHASER" which term shall, unless the context otherwise requires, mean and include its Partners from time to time and their respective heirs, executors, administrators and assigns) of the Other Part;

#### WITTNESSES AS FOLLOWS:-

#### WHEREAS:

All that piece and parcel of agricultural land bearing Survey No.161, situated 1) at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring in all about 3 Acres 22 Guntas (inclusive of 8 Guntas of Kharab), which is hereinafter referred to as "Survey No.161", was originally belonged to one M.Puttappa (also known as Puttaiah and Puttachari, hereinafter referred to as M.Puttappa for sake of

For Goyal Hariyana Construct

Partner/Authorised Signatory

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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. Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co, Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal, ಇವರು 15851302.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	14446762.00	DD NO. 222466 DT: 03/05/16, IOB, Bangalore
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1404540.00	DD NO. 222468 DT: 03/05/16, IOB, Bangalore
ఒట్టు :	15851302.00	

ಸ್ಥಳ : ಮಹದೇವಪುರ

ದಿನಾಂಕ : 04/05/2016

ಉಪ-ನೋಂಡಣ ಸುತ್ತರಾಮಕ್ತ ಅಧಿಕಾರಿ

ಉಪ ಸೋಂದಣಾಥಕಾರಿ ಮಹದೇವಪುರ, ಬಿಂಗಳೂರು.

Designed and Developed by C-DAC ,ACTS Pune.



brevity and convenience), son of Mariachari, he having acquired the same under a Deed of Sale dated 29.11.1949 (registered as Document No.3712/49-50 in Book – I, Volume 1111, at Pages 232 to 234, in the office of the Sub-Registrar, Bangalore Taluk);

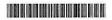
- 2) M.Puttappa son of Mariachari, by a Deed of Sale dated 06.11.1950 (registered as Document No.4926/50-51 in Book I, Volume 1170, at Pages 94 & 95, in the office of the Sub-Registrar, Bangalore Taluk), sold the southern portion of Survey No.161 measuring about 1 Acre 20 Guntas (hereinafter referred to as "ITEM NO.1"), in favour of Honnamma alias Puttamma daughter of Appanna;
- 3) M.Puttappa son of Mariachari by another Deed of Sale dated 21.08.1952 (registered as Document No.3345/52-53 in Book-I, Volume No.1298 at Pages 23 and 24 in the office of the Sub-Registrar, Bangalore Taluk) sold the northern portion of Survey No.161 measuring 1 Acre 34 Guntas (hereinafter referred to as "ITEM NO.2") in favour of Rudrappa son of Madaiah; and whereas Item No.2 was thereafter treated as part and parcel of HUF property of Rudrappa, himself and his brothers Pillanna, Nanjundappa, Basanna, Nanjappa, Eeramma, Nandeeshaiah;
- 4) Honnamma alias Puttamma daughter of Appanna by a Deed of sale dated 21.08.1952 (registered as Document No.3344/52-53 in Book I, Volume 1295 at Pages 108 to 110, in the office of the Sub-Registrar, Bangalore Taluk), sold Item No.1 in favour of Munivenkatappa alias Thayappa son of Venkatasamappa;
- Munivenkatappa alias Thayappa died intestate on 19.08.2001 leaving behind, Venkatamma, T.Narayanappa, Lakshmamma, Jayamma, Puttamma, Rukminiyamma, Sharadamma and T.Gopal as the only surviving legal heirs who are entitled to succeed to the estates of late Munivenkatappa alias Thayappa; On the death of Munivenkatappa alias Thayappa, Item No.1 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- 6) Puttamma daughter of late Munivenkatappa died intestate, her husband Mariyappa having pre deceased her, leaving behind their children Ramesh, Muniraju, Vasantha and Geetha, as the only surviving legal heirs; and on the death of

For Goyal Hariyana Construction

Partner/Authorised Signatory

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ಮಹದೇವಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಶಿವಾಜಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 04-05-2016 ರಂದು 11:39:26 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	2809100.00
2	ಸೇವಾ ಶುಲ್ಕ	665.00
3	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ఒట్ను :	2809805.00

ತ್ರೀ M/s. Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co, Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ষ্টুৎ M/s, Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co, Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal			Parmet

ಉಪ್ಪರ್ಷೆಯಾಧಿಕ್ಕಾರಿ ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

### ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Goyal Hariyana constructions (Formerly Known as Orchid Woods Projects) Rep by its Parnter Companies Goyal & Co, Construction Pvt Ltd and Hariyana Ship Breakers Ltd, Goyal & Co. Construction Pvt Ltd Rep by its Director Mr Tanmay Trilokchand Agrawal			County
	M/s, Goyal Hariyana			and Association

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Puttamma and Mariyappa, their share in Item No.1 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;

- 7) Sharadamma daughter of late Munivenkatappa died intestate leaving behind her husband Ramanna and children Shyla and Saraswathi as the only surviving legal heirs; and on the death of Sharadamma, her share in Item No.1 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- 8) Upon the death of Munivenkatappa alias Thayappa, and on an application made by T.Narayanappa and T.Gopal, both sons of late Munivenkatappa alias Thayappa, the khata with regard to Item No.1 stood transferred in the joint names of T.Narayanappa and T.Gopal vide Inheritance Register Extract bearing IHC No.1/2004-05 and Mutation Register Extract bearing M.R.No.4/2004-05;
- 9) Pursuant thereto, T.Narayanappa son of late Munivenkatappa alias Thayappa and N.Rajanna, N.Mohan, N.Ravi, N.Kavitha, all children of T.Narayanappa and T.Gopal (for self and as father and natural guardian of Ramya and Chaya), duly consented by the earlier agreement holders, Mohammed Ismail Sait and Sadia Iqbal, by a Deed of Sale dated 12.01.2005 (registered as Document No.27452/04-05 in Book-I and stored in CD No.KRID 103 in the office of the Senior Sub-Registrar, Krishnarajapura), sold Item No.1 to B.N.Manjulamma wife of B.K.Lakshmana Murthy;
- B.N.Manjulamma duly consented by her husband B.K.Lakshmana Murthy by a Deed of Sale dated 01.12.2005 (registered as Document No.9897/05-06 in Book-I and stored in CD No.KRID 162 in the office of the Senior Sub-Registrar, Krishnarajapura), sold Item No.1 to Zarah Iqbal; and whereas Zarah Iqbal was registered as kathedar of Item No.1 vide Mutation Register Extract bearing M.R.No.74/2005-06;
- 11) Venkatamma, Lakshmamma, Jayamma, Rukminiyamma, all daughters of late Munivenkatappa, and Ramesh, Muniraju, Vasantha, Geetha, children of late Puttamma (daughter of late Munivenkatappa and wife of late Mariyappa) and Ramanna, Shyla and Saraswathi, husband and children of late Sharadamma (daughter of late Munivenkatappa), having not joined in the execution of the Sale

For Goyal Hariyana Constructions

Partner/Authorized Signatory

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constructions (Formerly Known as
Orchid Woods Projects) Rep by its
Parnter Companies Goyal & Co,
Construction Pvt Ltd and
Hariyana Ship Breakers Ltd,
Hariyana Ship Breakers Ltd Rep
by its CEO Mr Sanjeev Reniwal

(ಬರೆಸಿಕೊಂಡವರು)





J.

ಉಪ ಸೋರದಣಾಧಿಕಾರಿ ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

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Deed dated 12.01.2005, by a Deed of Confirmation Cum Release dated 12.01.2015 (registered as Document No.8162/2014-15 in Book – I, C.D.No.131, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in Item No.1, being a southern portion of Survey No.161, measuring 1 Acre 20 Guntas in favour of the Vendor herein;

- 12) Nandeeshaiah son of late Madaiah and the brother of late Rudrappa, made an application for the transfer of khata with regard to Item No.2 and whereas the Khata with regard to Item No.2 was transferred in the name of Nandishaiah vide IHC 6/2003-04 and Mutation Register Extract bearing M.R.No.83/2003-04 with the consent of the wife and children of late Rudrappa and M.Nanjundappa, Basappa, Nanjappa, Eramma (brothers & sister of late Rudrappa), and Sanjeevamma (wife of late Pillanna, brother of late Rudrappa);
- 13) M.Nandeeshaiah son of Madaiah, thereafter joined by his children Shashikala, M.Umesh and M.Prasanna Kumar, duly consented by Mohammed Ismail Sait and Sadia Ismail (the agreement holders), by a Deed of Sale dated 12.11.2004 (registered as Document No.21743/04-05 in Book-I and stored in CD No.KRID 85 in the office of the Sub-Registrar, Krishnarajapura), sold Item No.2 to B.K.Lakshmana Murthy son of late Krishnappa;
- 14) B.K.Lakshmana Murthy son of late Krishnappa, duly consented by his wife Manjulamma sold Item No.2 to Zarah Iqbal daughter of Mohammed Iqbal under a Sale Deed dated 01.12.2005 (registered as Document No.9905/05-06 in Book-I and stored in CD No. KRID 162 in the office of the Senior Sub-Registrar, Krishnarajapura); and whereas the khata with regard to Item No.2 stood transferred in the name of Zarah Iqbal vide Mutation Register Extract bearing M.R.No.48/2005-06;
- On an application being made by Zarah Iqbal and on the payment of requisite conversion fines, the Special Deputy Commissioner, Bangalore District, Bangalore, converted Item No.1 and Item No.2, being all that agricultural land bearing Survey No.161, in all measuring about 3 Acres 14 Guntas (hereinafter referred to as "Said

For Goyal Hariyana Constructions

र्जन्मेला रंजरी....... 2016-17ti संध रंजरी.....

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
3	Mrs. Nadira lqbal . ಕೋ Hothur Mohammed lqbal . (ಬರೆದುಕೊಡುವವರು)			Had in Ud.

ಉಪ್ಪ ಕೋಂಪ್ರಾಧಾರಿಕಾರಿ ಮಹದೇವಪುರ, ಬೆಂಗಳೂರು.

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Property"), along with other survey numbers from agricultural to non-agricultural residential use; under an Official Memorandum bearing No.B.Dis.ALN:(E):SR:(K.H)28/2007-08 dated 19.12.2008;

- Zarah Iqbal gifted the Said Property along with other lands to her mother Nadira Iqbal under a Deed of Gift dated 18.04.2009 (registered as Document No.181/2009-10 in Book-I and stored in CD No.MDPD 36 in the office of the Senior Sub-Registrar, Mahádevapura);
- 17) The family of Madaiah consists of himself and his wife Sanjeevamma and children Pillanna, Rudrappa, Nanjundappa, Basanna, Nanjappa, Nandeeshaiah and Eeramma;
- 18) Sanjeevamma wife of Pillanna died intestate on 06.11.2007, her husband Pillanna having predeceased her on 24.06.1988, leaving behind their children Mahadevaiah, Jayamma, Rudramma, Girijamma, Shivakumar and Tripurambha as their only legal heirs and whereas their share in Item No.2 upon their death devolved upon the aforesaid legal heirs as per the personal laws of inheritance governing him;
- 19) Mahadevaiah son of late Pillanna, died intestate on 27.07.1998 leaving behind his wife Parvathamma and children Sathish M, Veena M, and Shankar M as his only legal heirs and his share in Item No.2 devolved upon the aforesaid legal heirs as per the personal laws of inheritance governing him;
- 20) P.Shivakumar son of late Pillanna died intestate on 05.10.2013 leaving behind his wife Sukanya and children, S.Suhaas and S.Soumya as his only legal heirs and his share in Item No.2 devolved upon the aforesaid legal heirs as per the personal laws of inheritance governing him;
- 21) Jayamma daughter of late Pillanna died intestate on 22.11.1999, her husband Basavaraj having predeceased her, leaving behind her children Manjunath, Latha and Umesh as the only legal heirs and her share in Item No.2 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;

For Goyal Hariyana Constructions

Partner/Authorised Signatory

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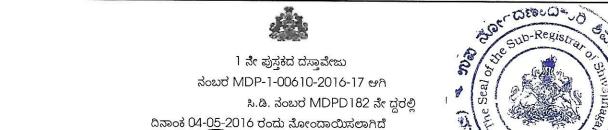
#### ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Jai Kumar S/o Ranganath C : No. 206, Barton Centre, 84 M G Road,Blore Age: Adult	Jai Kundt R
2	Muniraju s/o Bodareddy 771, 100 ft road, Indiranagar, Bangalore	Muly

ಉಪ ಸೂಚನೆಗಳು ಭಾರತಿಯ ಮಹಸೇವಪುರ, ಬೆಂಗಳೂರು.

I hereby certify that on production of the Agreement of Sale Registered Document No. 2478/15-16, Dt: 23/07/16, Book 1, Sub Registrar, Mahadevapura, Bangalore . I have satisfied myself that the stamp duty of Rs, 20000/- has been paid thereon.

ಉಪ ನಿಶ್ವಾಧಕಾರಿ ವ್ಯಪ್ತದೇಶ್ವರ, ಬೆಂಗಳೂರು.



ಉಪನೆಯ ಹಿಡುಕ್ಕಾರ್ ಎಚ್ಚಿತ ರತ್ತಿಕೆ ದೇವಪುರ )

Designed and Developed by C-DAC, ACTS, Pune

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ, ಮಹದೇವಮರ, ಬೆಂಗಳೂರು. The Seal of

- 22) Rudrappa died intestate on 09.06.1996 leaving behind his wife Gangamma and children namely Nanjappa, Nagaraj, Sadashiva and daughters Mahadevamma, Saraswathamma, Rudramma, Pushpavathi as the only legal heirs and his share in Item No.2 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- 23) M.Nanjundappa son of late Madaiah died intestate on 27.08.2007 leaving behind his wife Revamma and children N.Siddlingaiah, Nagarathna, Shivalingaiah, Parvathamma, Anasuya, Mahadevaiah and Renuka as the only legal heirs and his share in Item No.2 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- 24) M.Basappa son of late Madaiah died intestate on 17.12.2006 leaving behind his wife Jayamma and children Rajanna, Chandrappa and Bhagya as the only legal heirs and his share in Item No.2 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- 25) M.Nanjappa son of late Madaiah died intestate on 09.02.2011, his son N.Shivanna, having predeceased him on 10.08.1990, leaving behind his wife Narayanamma and children Gowramma, Chandrappa, Rudramurthy, Bhramaramba, Vedamba, Kanthamma, Renukamurhty, Shobha and B.N.Ambika, S.Amith, wife and son of late N.Shivanna, as the only legal heirs and their share in Item No.2 devolved upon the aforesaid legal heirs as per the personal law of inheritance governing them;
- Eramma (daughter of late Madaiah), wife of late Nanjundappa, having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum Release dated 16.03.2015 (registered as Document No.9966/2014-15 in Book I, C.D.No.137, in the office of the Sub-Registrar, Indiranagara, Bangalore), released, relinquished and abandoned all her right, title and interest in Item No.2, being a northern portion of Survey No.161 measuring 1 Acre 34 Guntas in favour of the Vendor herein;

For Goyal Hariyana Constructions

Partner/Authorised Signatory

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- 27) Gangamma, R.Nanjappa, R.Nagaraja, Mahadevamma, Saraswathamma, R.Sadashivaiah, Rudramma and Pushpavathi, wife and children of late Rudrappa, having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum Release dated 26.03.2015 (registered as Document No.10379/2014-15 in Book I, C.D.No.138, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in Item No.2, being a northern portion of Survey No.161, measuring 1 Acre 34 Guntas in favour of the Vendor herein;
- Parvathamma, Veena M, Sathish M, Shankar M, wife and children of late P.Mahadevaiah and Sukanya S, Suhaas S, Soumya S, wife and children of late P.Shivakumar (all being legal heirs of late Pillanna), having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum Release dated 06.04.2015 (registered as Document No.104/2015-16 in Book I, C.D.No.139, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in Item No.2, being a northern portion of Survey No.161, measuring 1 Acre 34 Guntas in favour of the Vendor herein;
- B.Manjunath, B.Latha, B.Umesh, children of late Jayamma (wife of late Basavaraj and daughter of late Pillanna), Shivarudramma @ Rudramma, Girijamma, all daughters of late Pillanna, and Tripuramba @ Rani, daughter of late Pillanna, having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum Release dated 09.04.2015 (registered as Document No.196/2015-16 in Book I, C.D.No.139, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in Item No.2, being a northern portion of Survey No.161, measuring 1 Acre 34 Guntas in favour of the Vendor herein;
- 30) Revamma, N.Siddalingaiah, Nagarathna, N.Shivalingaiah, Parvathamma, Anasuya, Mahadevamma, Renuka, wife and children of late Nanjundappa, having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum Release dated 28.03.2015 (registered as Document No.10476/2014-15 in Book I, C.D.No.138, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in

For Goyal Hariyana Constructions

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Item No.2, being a northern portion of Survey No.161, measuring 1 Acre 34 Guntas in favour of the Vendor herein;

- Jayamma, B.Rajanna, B.Chandrappa, Bhagyamurthy, wife and children of late M.Basappa @ Basanna, having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum Release dated 30.03.2015 (registered as Document No.10517/2014-15 in Book I, C.D.No.139, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in Item No.2, being a northern portion of Survey No.161, measuring 1 Acre 34 Guntas in favour of the Vendor herein;
- B.N.Ambika, wife of late N.Shivanna and Gowramma, N.Chandrappa, Rudramurthy, N. Bhramaramba, Vedamba, N. Kanthamma, Renukamurhty, N.Shobha and B.N.Ambika, S.Amith, all children of late M.Nanjappa having not joined in the execution of the Sale Deed dated 01.12.2005, by a Deed of Confirmation Cum. Release dated 13.04.2015 (registered as Document No.314/2015-16 in Book I, C.D.No.140, in the office of the Sub-Registrar, Indiranagara, Bangalore), and S.Amith son of late Shivanna by another Deed of Confirmation Cum Release dated 27.04.2015 (registered as Document No.672/2015-16 in Book I, C.D.No.141, in the office of the Sub-Registrar, Indiranagara, Bangalore), released and relinquished all their right, title and interest in Item No.2, being a northern portion of Survey No.161, measuring 1 Acre 34 Guntas in favour of the Vendor herein;
- Nadira Iqbal wife of Mohammed Iqbal pursuant thereto, made an application to the Bruhat Bangalore Mahanagara Palike, for the assessment and assignment of Municipal Number to the Said Property and other Survey Nos.136/1, 136/2, 136/3, 138/2, 162/5, 162/6, 162/7, 162/8, 162/9 in all measuring 15 Acres 03 ¼ Guntas and the Bruhat Bangalore Mahanagara Palike, having assessed the same to tax and on the receipt of the requisite taxes, assigned Municipal No.712/01 to the said 15 Acres 3 ½ Guntas and Nadira Iqbal is registered as kathedar of Municipal No.712/01 in the records of Bruhat Bangalore Mahanagara Palike;

For Goyal Hariyana Constructions

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- Nadira Iqbal wife of Mohammed Iqbal thereafter made an application for the bifurcation of khata bearing Municipal No.712/01 and on such application made by Nadira Iqbal, the Bruhat Bangalore Mahanagara Palike bifurcated the Municipal No.712/01 into two portions wherein, a portion measuring 06 Acres 35.04 Guntas (being part of Survey No.161, 162/5, 162/6, 162/7, 162/8, 162/9) has been assigned New Municipal No.712/01/1 and remaining portion measuring 08 Acres 08 Guntas (being part of Survey No.136/1, 136/2, 136/3, 138/2) has been retained with the same Municipal No.712/01;
- 35) Nadira Iqbal wife of Mohammed Iqbal (the Vendor herein), thus in the aforesaid manner became the absolute owner of all that portion of Municipal No.712/01/01, Ward No.84, Hagadur, Bangalore (earlier being a residentially converted land bearing Survey No.161, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring about 3 Acres 14 Guntas), which is morefully described in the Schedule hereto and hereinafter referred to as 'SCHEDULE PROPERTY";
- The Vendor being desirous of disposing off the Schedule Property, has offered to sell the same to M/s.Goyal Hariyana Constructions (formerly known as Orchid Woods Projects), the Purchaser herein and based on the representations, assurance and warranties made by the Vendor as set forth in this Deed of Sale, the Purchaser has agreed to purchase the Schedule Property under an Agreement of Sale dated 23.07.2015 (registered as Document No.2478/2015-16, in Book-I, stored in CD No.MDPD 166 in the office of the Sub-Registrar, Shivajinagar (Mahadevapura), Bangalore) for the Sale Consideration of Rs.28,09,07,550/-(Rupees Twenty Eight Crores Nine Lakhs Seven Thousand Five Hundred Fifty Only) out of which the Purchaser has paid to the Vendor, an advance of Rs.5,00,00,000/-(Rupees Five Crores only), as set out herein below:
  - a) Rs.5,00,00,000/- (Rupees Five Crores only) made up of Rs.4,95,00,000/- paid on 23.07.2015 vide Cheque No. 178088, drawn on Indian Overseas Bank, Bangalore; and Rs.5,00,000/- (Rupees Five Lakhs only) being TDS deducted and paid to Government under Sec.194 (1A) of the Income Tax Act, 1960;

For Goyal Hariyana Constructions

The receipt of which the Vendor hereby accepts and acknowledges;

and the Purchaser has now come forward to pay the balance sale consideration to the Vendor as set out herein below and the Purchaser has called upon the Vendor to execute this Deed of Sale;

#### 37) NOW THIS DEED OF SALE WITNESSETH AS UNDER:

That in pursuance of the foregoing and in total consideration of Rs.28,09,07,550/- (Rupees Twenty Eight Crores Nine Lakhs Seven Thousand Five Hundred Fifty Only) paid by the Purchaser to the Vendor and the Purchaser having already paid Rs.5,00,00,000/- as set out herein above, the Purchaser has paid the balance sale consideration of Rs.23,09,07,550/- (Rupees Twenty Three Crores Nine Lakhs Seven Thousand Five Hundred and Fifty Only), to the Vendor in the following manner:-

(a)	Rs.4,95, 00,000/-	(Rupees Four Crores Ninety Five Lakhs Only) paid vide Cheque bearing No.178339 dated 21.11.2015 drawn on
		Indian Overseas Bank, Mumbai;

- (b) Rs.2,47, 50,000/- (Rupees Two Crores Forty Seven Lakhs Fifty Thousand only) paid vide Cheque bearing No. 178369 dated 30.11.2015 drawn on Indian Overseas Bank, Mumbai;
- (c) Rs.7,42, 50,000/- (Rupees Seven Crores Forty Two Lakhs Fifty Thousand only) paid vide Cheque bearing No.753826, dated 29.01.2016 drawn on Punjab National Bank, Bangalore;
- (d) Rs.3,46,50,000/- (Rupees Three Crores Forty Six Lakhs Fifty Thousand Only) paid vide Cheque bearing No.200124 dated 02.03.2016 drawn on Indian Overseas Bank, Mumbai;
- (e) Rs.99,00,000/- (Rupees Ninety Nine Lakhs Only) paid vide Cheque bearing No.200133 dated 02.03.2016 drawn on Indian Overseas Bank, Mumbai;
  - Rs.2,97,00,000/- (Rupees Two Crores Ninety Seven Lakhs Only) paid vide Cheque bearing No.129316 dated 16.03.2016 drawn on Indian Overseas Bank, Bangalore;

For Goyal Hariyana Construction

(f)

Partner/Authorised Signatory

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(g) Rs.58,48,474/-

(Rupees Fifty Eight Lakhs Forty Eight Thousand Four Hundred and Seventy Four Only) paid at the time of registration of this Deed of Sale vide Cheque bearing No.200274, dated 03.05.2016 drawn on Indian Overseas Bank, Mumbai; and

(h) Rs.23,09,076/-

(Rupees Twenty Three Lakhs Nine Thousand Seventy Six Only) being TDS deducted made up of Rs.22,50,000/- already deposited by the Purchaser towards TDS and Rs.59,076/- to be paid to Government under Sec.194 (1A) of the Income Tax Act, 1960;

the receipt of which, the Vendor hereby accepts and acknowledges in full and final settlement and satisfaction of the entire sale price, the Vendor hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, all that portion of Municipal No.712/01/01, Ward No.84, Hagadur, Bangalore (earlier being a residentially converted land bearing Survey No.161, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring about 3 Acres 14 Guntas), which is morefully set out in the Schedule hereto and hereinafter referred to as the "SCHEDULE PROEPRTY", or "PROPERTY HEREBY CONVEYED" with the land, trees, plants, water courses, fences and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as the absolute owner;

The Vendor has this day delivered the full, free, vacant and joint possession of the Schedule Property to the Purchaser;

### 37. THE VENDOR ASSURES, REPRESENTS, WARRANTS AND COVENANTS WITH THE PURCHASER AS FOLLOWS:

- 1) That the Purchaser shall be entitled to enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or her predecessors-in-title or any one claiming through or under them or any person claiming any legal title thereto;
- 2) That the title of the Vendor to the Property hereby conveyed is good, marketable and subsisting and that he has the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

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- 3) That the Vendor is the sole and absolute owner of the Schedule Property with uninhibited rights of alienation over the same;
- 4) That the Vendor has acquired rights to the Schedule Property in the manner stated in the recital to this Deed of Sale;
- 5) That there are no impediments legal or otherwise for the Vendor to transfer the Schedule Property to the Purchaser;
- That the Vendor has not mortgaged / hypothecated / charged the Schedule Property or any part thereof or done any acts, deeds or things which are likely to curtail, restrict or prejudice the right of the Vendor to transfer or utilize the Schedule Property or prevents the Vendor from transferring the Schedule Property or any part thereof to the Purchaser;
- 7) That no other person has any right, title, interest or claim over the Schedule Property or any part thereof except the Vendor;
- 8) That there are no litigations or suits or suits filed / pending before any court, authority or forum, judicial, quasi-judicial, statutory or otherwise, which affects the rights of the Vendor to transfer the Schedule Property to the Purchaser;
- 9) That the Vendor has not entered into any arrangement or agreement to sell, mortgage or otherwise transfer the Schedule Property or any portion thereof save and except with the Purchaser herein;
- That the Schedule Property is free from all encumbrances, attachments, claims, liens, charges, clogs, hindrances, mortgage, minor claims, lease, court or other attachments, etc., and other charges of any nature whatsoever and howsoever and that there is no latent or patent defect in the title of the Vendor and the same will be transferred to the Purchaser as such;

For Goyal Hariyana Constructions

Partner/Authoriced Stanatory

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- 11) That the Schedule Property or any part thereof has not been attached by the Tax Department for arrears for any tax dues under the Income Tax Act, 1961, Wealth Tax or any other state or central taxing statutes;
- 12) That the Vendor will be responsible for payment of rates, taxes, cesses in respect of the Schedule Property up to the date of sale;
- 13) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act, 1961;
- 14) That the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property;
- That the Schedule Property has been converted from agricultural to non-agricultural residential use vide Official Memorandum, bearing No.B.Dis.ALN.(E)SR: (KH)28/2007-08 dated 19.12.2008 and since then, the Schedule Property is being used for non-agricultural purposes;
- 16) That the Vendor has this day delivered the original documents of title relating to the Schedule Property to the Purchaser;
- 17) The Vendor agrees and undertakes to execute such applications, deeds, affidavits, undertakings and other document/s and to do or cause to do at all times, all acts, deeds and things as may be required by the Purchaser, at the cost of the Purchaser, to (a) transfer of the khata and other utilities in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser, the title to the Schedule Property;
- The Vendor do hereby, indemnify and agree to keep indemnified forever and keep harmless the Purchaser, its successors and assigns from and against any loss, damage, demand, action, dispute, claim, costs, charges and expenses of any nature suffered by or caused to the Purchaser or its successors and assigns, incurred on account of any defect or deficiency in the title of the Vendor or in connection with or due to any kind of litigation or other form of ad-judicatory procedure, claim, demand,

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investigation, or formal or informal inquiry (regardless of whether the same is reduced to judgment), or any settlement thereof which arises directly or indirectly from, as a result of, or in connection with any or as a result of any or all of assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor her heirs, executors, administrators, in respect of any and all claims, demands, suits, actions, proceedings, losses, expenses, penalties, fines, impositions, interest, costs and/or damages made, taken, instituted, filed, suffered, incurred or levied, or that may from time to time and at all times hereafter be made, taken, instituted, filed, incurred, levied against or suffered by the Purchasers its successors or assigns.

#### 38) PERMANENT ACCOUNT NUMBER:

The Permanent Account Number of the Vendor and the Purchaser are as follows:-

(a) Vendor

AADPI3634D

(b) Purchaser

AACFO2916R

#### SCHEDULE

All that piece and parcel of residentially converted, vacant and undeveloped land bearing Survey No.161, situated at Hagadur Village, Krishnarajapura Hobli, Bangalore East Taluk, measuring about 3 Acres 14 Guntas and presently being a portion of Municipal No.712/01/01, Ward No.84, Hagadur, Bangalore and bounded on as follows:-

EAST	:	Land bearing Survey No.133 & 136;
WEST .	:	Land bearing Survey No.162/5, 162/6, 162/7, presently being portion of Municipal No. 712/01/01 and land bearing Survey No.160;
NORTH		Land bearing Survey No.162/8 presently being portion of Municipal No.712/01/01;
SOUTH	:	Land bearing Survey No.136/1, presently being portion of Municipal No.712/01;

(Market value of the Schedule Property hereby conveyed is Rs.28, p9, 07,550/-)

For Goval Hariyana Constructions

Partner/Authorised Signatory

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IN WITNESS WHEREOF, the **VENDOR** has executed this DEED OF SALE in favour of the **PURCHASER** in the presence of the Witnesses attesting hereunder:

#### WITNESSES:

1) Jew Kundel 206. Barrow Cubr. Bu. n. h. h. ad

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WENDOR

Muirage So Bodaleds Muirage So Bodaleds Anni 1, 100 fr Road Tadia Nagar 1 core - 58

For Goyal Hariyana Constructions

Partner/Authoriced Signatory

**PURCHASER** 

Drawn by:

(R.Sunitha)
Advocate
Anup S Shah Law Firm
No.34, 7<sup>th</sup> Cross,
Vasanth Nagar,
Cunningham Road,
Bangalore – 560 052.