

CLARIFICATION ABOUT CONVERSION

The layout has been formed in Sy.No:71, out of which the plot no:P-03/1 measuring 3744 Sq.ft was consequently purchased by Mr.Sajith, from Mr.Marne Sarvothama Shetty. One more layout has been formed in Sy.No:37, out of which site No:P-03/2 measuring 4500 Sq.ft was consequently purchased by Mr.Sanjith from Mr.Marne Sarvothama Shetty.

The same can be referred in Sale Deed Page No: 3 and 12 of the Sale deed dt:23-07-2019. The earlier sale deed dt: 31-08-1995 and the layout plan for both the survey numbers are uploaded in other documents place.

I 3572
2019-20

BNG (U) BYP 3572 2019-2020 / 1-316

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ಇ Y/4:

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made and executed at Bangalore, on this the **Twenty Third Day of July 2019 (23.07.2019)**,

BY

SHRI.MARNE SARVOTHAM SHETTY,

Aged about 67 Years,
Son of Shri.Soorappa Hegde,
Residing at "SARASWATHI NILAYA",
Kalkuda Mane,
Parika Chennibettu
Post Athrady-576 107
Udupi District
Karnataka.

PAN : BZQPS7174H.

AADHAAR NUMBER : 2076 1842 6359

Hereinafter called the **"SELLER/VENDOR"**

(which expression wherever it so requires shall mean and include all his successors, agents, assigns, legal heirs, representatives, etc.,) **OF THE ONE PART:**

AND IN FAVOUR OF



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 Sanjith Naik S/o Kodipady Chandrashekar Naik , ಇವರು 1662040.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1513598.00	DD No 636390 Rs.1513598/- dated 20/Jul/2019 drawn on STATE BANK OF INDIA,INDIRANAGAR HAL II STAGE.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	148392.00	DD No 636388 Rs.148392/- dated 20/Jul/2019 drawn on STATE BANK OF INDIA,INDIRANAGAR HAL II STAGE.
ನಗದು ರೂಪ	50.00	Paid in cash including Affidavit Fee
ಒಟ್ಟು :		1662040

ಸ್ಥಳ : ಬ್ಯಾಟರಾಯನಪುರ

ದಿನಾಂಕ : 23/07/2019

ಬಿ.ಟಿ.ಎಸ್. ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಬ್ಯಾಟರಾಯನಪುರ
(ಬ್ಯಾಟರಾಯನಪುರ)

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SHRI.SANJITH NAIK,

Son of Kodipady Chandrashekar Naik,
Aged about 45 Years,
Proprietor of M/s.Mahabaleshwara Projects,
Having its Office at
1, Carlton Towers "A" Wing,
606, 6th Floor,
Kodihalli,
Old Airport Road,
Bangalore-560 008.

PAN : AAVPN7234J.

AADHAAR NUMBER : 2529 6767 0822.

Hereinafter called the "**PURCHASER**"

(which expression wherever it so requires shall mean and include his successors, agents, legal heirs, assigns, representatives, etc.,) **OF THE OTHER PART:**

WITNESSETH:

WHEREAS:

TITLE FLOW (In respect of Land earlier bearing Survey No.71, Presently Site No.P-03/1, measuring 3,744 SFT) : //

WHEREAS, from the earliest records available in the file, it is evidenced from the records that originally, all that piece and parcel of the Immovable Property being land bearing Survey No.71, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring 4 Acres 23 Guntas (out of 5 Acres 6 Guntas), was owned and possessed by Shri.Chengala Naicker, son of Muniswamy Naicker.



BNG (U) BYP...3572 2019-2020/4-310



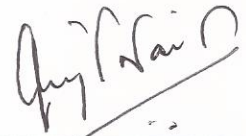
Print Date & Time : 23-07-2019 12:31:55 PM

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ಬ್ಯಾಟರಾಯನಪುರ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-07-2019 ರಂದು 11:49:37 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ





ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	296784.00
2	ನೋಂದಣಿ ಶುಲ್ಕ	6.00
3	ಸೇವಾ ಶುಲ್ಕ	1260.00
	ಒಟ್ಟು :	298050.00

ಶ್ರೀ Sanjith Naik S/o Kodipady Chandrashekar Naik ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sanjith Naik S/o Kodipady Chandrashekar Naik			

ಬರೆಯಾ ಕಾಪಿ ನೋಂದಣಾಧಿಕಾರಿ
ಬ್ಯಾಟರಾಯನಪುರ ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	Sanjith Naik S/o Kodipady Chandrashekar Naik . (ಬರೆದುಕೊಂಡವರು)			
2	Marne Sarvotham Shetty S/o Soorappa Hegde . (ಬರೆದುಕೊಂಡವರು)			

ಬರೆಯಾ ಕಾಪಿ ನೋಂದಣಾಧಿಕಾರಿ
ಬ್ಯಾಟರಾಯನಪುರ ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

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WHEREAS, the RTC Extract issued by the Tahsildar, Bangalore North Taluk, duly evidences the name of Chengala Naicker, son of Muniswamy Naicker, as the owner and occupant for the year 1973-74, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing Survey No.71 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 4 Acres 23 Guntas (excluding Kharab Land). Further, the same Extract duly evidences the name of Shri.N.Devarajaiah, son of Narasimaiah, as the owner and occupant for the year 1992-93, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing Survey No.71 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 4 Acres 23 Guntas (excluding Kharab Land), the same being mutated to his name vide MR No.2/85-86 and RR No.810, by virtue of the Sale Deed dated 14.06.1993 executed in his favour. Further still, the same Extract duly evidences the name of Shri.Paul Cullinger, as the owner and occupant, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing Survey No.71 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 4 Acres 23 Guntas (excluding Kharab Land), the same being mutated to his name vide RR No.738, by virtue of the Sale Deed executed in his favour. Further still, in the name of Smt.Susheelamma, wife of N.Krishnappa, by virtue of the Absolute Sale Deed dated 20.09.1974 executed by Shri.Cullinger, son of K.B.Joseph, the same being mutated to his name vide RR No.74, by virtue of the Sale Deed. The same Extract also evidences the name of Shri.Shankar Setty, son of Lakshminarayana Setty (Mortgagor), for a sum of Rs.2,000-00 being the amount mortgaged in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing Survey No.71 of Puttenahalli Village,

[Signature]

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Manjunath Holla N 1, Carlton Towers, A Wing, No 606, 6th Floor, Kodihalli, Old Airport Road, B'lore 08	manjunath
2	Ravikumar No 2, 16th Cross, 11nd Stage, AECS Lyt, Sanjayanagar, B'lore 94	Ravikumar

ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ಬ್ಯಾಟರಾಯನಪುರ

 <p>1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ್ BYP-1-03572-2019-20 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ್ BYPD413 ನೇ ಧರಲ್ಲಿ ದಿನಾಂಕ 23-07-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ</p> <p>ಹಿರಿಯ ಉಪ ನೋಂದಣಾಧಿಕಾರಿ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ (ಬ್ಯಾಟರಾಯನಪುರ)</p>	
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Yelahanka Hobli, Bangalore North Taluk, with an extent of 4 Acres 23 Guntas (excluding Kharab Land), the same being duly registered as Document No.401/1966-67, by virtue of the Mortgage Deed dated 18.04.1966.

WHEREAS, thereafter, a Mortgage Deed dated 18.04.1966 was executed by Shri.Chengala Naicker, son of Muniswamy Naicker, in favour of Shri.Shankar Setty, son of Lakshminarayana Setty, in respect of all that piece and parcel of the Immovable Property being land bearing Survey No.71, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring 4 Acres 19 Guntas (out of 5 Acres 6 Guntas), the said Deed duly registered as Document No.401/1966-67 in Book I, Volume 2567, at pages 224-228, in the office of the Sub-Registrar, Bangalore North Taluk, Bangalore.

WHEREAS, further, a Discharge of Mortgage Deed dated 10.06.1970 was executed by Shri.Shankar Setty, son of Lakshminarayana Setty, in favour of Shri.Chengala Naicker, son of Muniswamy Naicker, in respect of all that piece and parcel of the Immovable Property being land bearing Survey No.71, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring 4 Acres 19 Guntas (out of 5 Acres 6 Guntas), the said Deed duly registered as Document No.780/1970-71 in Book I, Volume 2740 at pages 48-50, in the office of the Sub-Registrar, Bangalore North Taluk, Bangalore.

WHEREAS, thereafter, an Absolute Sale Deed dated 19.06.1970 was executed by Shri.Chengalaraya Nayagar, son of Periswamy Nayagar, in favour of Shri.Paul Kallingal, son of K.B.Joseph, in respect of all that piece and parcel of the land

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bearing Survey No.71, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring 4 Acres 23 Guntas, the said Deed duly registered as Document No.912/70-71 in Book I, Volume 2740 at pages 137-142, in the office of the Sub-Registrar, Bangalore North Taluk.

WHEREAS, further, an Absolute Sale Deed dated 20.09.1974 was executed by Shri.Paul Kallingal, son of K.B.Joseph, in favour of Smt.Susheelamma, wife of N.Krishnappa, in respect of all that piece and parcel of the land bearing Survey No.71, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring 4 Acres 23 Guntas, the said Deed duly registered as Document No.3569/74-75 in Book I, Volume 2937 at pages 164-166, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, subsequently, an Absolute Sale Deed dated 23.02.1977 was executed by Smt.Susheelamma, wife of N.Krishnappa, in favour of Shri.B.S.Rama Rao, son of B.K.Subba Rao, in respect of all that piece and parcel of the Immovable Property Land bearing Survey No.71 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 4 Acres 23 Guntas, the said Deed duly registered as Document No.2397/76-77 in Book I, Volume 3029 at pages 99-101, in the office of the Sub-Registrar, Bangalore North Taluk.

WHEREAS, later, an Absolute Sale Deed dated 27.06.1985 was executed by Shri.B.S.Rama Rao, son of B.K.Subba Rao, in favour of Shri.N.Devarajaiah, son of Narasimaiah, in respect of all that piece and parcel of the Immovable Property Land bearing Survey No.71 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 4 Acres 23 Guntas, the said Deed duly registered as Document No.568/1985-86

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in Book I, Volume 3861 at pages 58-62, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, subsequently, an Absolute Sale Deed dated 14.06.1993 was executed by **Shri.N.Devarajaiah, son of Narasimaiah, & others**, in favour of **Shri.John D'souza, son of D'souza**, in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.71 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 2 Acres, the said Deed duly registered as Document No.1445/1993-94 in Book I, Volume 383 at pages 237-243, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, finally, an Absolute Sale Deed dated **31.08.1995** was executed by Shri.John D'souza, son of D'souza, (Duly represented by his GPA Holder Shri.S.Udayashankar), **in favour of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde**, in respect of All that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/1** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993) of Yelahanka Town Municipal Khatha No.62, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **3,744 SFT**, the said Deed duly registered as Document No.4270/1995-96 in Book I, Volume 683 at pages 121-123, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, consequently, a **Khatha Certificate** bearing No.DA/PR/189/19-20 dated 27.05.2019 was issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son

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of Soorappa Hegde, duly transferring the Khatha in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/1** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993] of Yelahanka Town Municipal Khatha No.62, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **3,744 SFT**, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Ramanashree, Puttenahalli, Bangalore, Property Khatha No.160/160/62/P-03/1 (PID No.355/P-03/1/62).

WHEREAS, similarly, a **Khatha Extract** bearing No.DA/PR/190/19-20 dated 27.05.2019 was issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde, duly transferring the Khatha in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/1** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993] of Yelahanka Town Municipal Khatha No.62, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **3,744 SFT**, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Ramanashree, Puttenahalli, Bangalore, Property Khatha No.160/160/62/P-03/1 (PID No.355/P-03/1/62) and assessing the same to property tax of Rs.2,228-00 for the year 2019-20.

WHEREAS, a Receipt bearing No.RE-ifms 230-BC/000035 dated 27.05.2019 for Rs.87,000-00 was issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son

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of Soorappa Hegde, duly acknowledging the payment of Improvement Charges, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing No.P-03/1 (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993] of Yelahanka Town Municipal Khatha No.62, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 3,744 SFT, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Ramanashree, Puttenahalli, Bangalore, Property Khatha No.160/160/62/P-03/1 (PID No.355/P-03/1/62).

WHEREAS, several Tax paid Receipts issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde, duly acknowledging the payment of **Property Tax for the period 2009-10 to 2019-20**, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/1** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993] of Yelahanka Town Municipal Khatha No.62, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **3,744 SFT**, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Ramanashree, Puttenahalli, Bangalore, Property Khatha No.160/160/62/P-03/1 (PID No.355/P-03/1/62).

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TITLE FLOW (In respect of Land earlier bearing Survey No.37, Presently Site No.P-03/2, measuring 4,500 SFT) :

WHEREAS, from the earliest records available in the file, it is evidenced from the records that originally, All that piece and parcel of the Immovable Property being land bearing Survey No.37, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, measuring 13 Acres 13 Guntas, was owned and possessed by Shri.J.Srinivasa Rao.

WHEREAS, the RTC Extract issued by the Tahsildar, Bangalore North Taluk, duly evidences the name of Shri.J.Srinivas Rao, as the owner & occupant in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 13 Acres 13 Guntas. Further, the same Extract evidences the name of Shri.Subbanna, son of Chikka Appanna, as the owner & occupant in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 6 Acres 26 1/2 Guntas, the same being mutated to his name vide **MR 1/88-89**. Further still, the same Extract evidences the name of Shri.S.Nanjappa, son of Subanna, as the owner & occupant in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 6 Acres 26 1/2 Guntas, the same being mutated to his name vide **MR 4/80-81, by virtue of the LRF Case.**

WHEREAS, upon being aggrieved and on filing a case, an filing Order dated 31.08.1989 was pronounced by the Chairman, Land Tribunal, Bangalore North Taluk, in Case bearing LRF:848/74-75 and 733/2823/76-77 filed by (1) Shri.S.Nanjappa, (2)

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Shri.Subbanna & (3) Shri.Muddaveerachar (**Applicants**) Vs. Shri.J.Srinivasachar (**Respondent**), seeking Grant of Occupancy Rights, in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 6 Acres 7 1/2 Guntas, wherein the said Order reads as follows :-
"The Tribunal has gone through the records and the deposition of the parties. It is clear from the Lease Deed executed by Shri.Srinivasa Rao dated 26.09.1956, the land was first leased to Shri.Muddaveerachar, who cultivated it for 2 years and thereafter leased it out to Shri.Subbanna. Shri.Subbanna has produced records to prove that when the attachment for recovery of loan was made, he had cleared the loan on behalf of Shri.Muddaveerachar. Unless he had an interest in the said land, he would not have paid the loan on behalf of Shri.Muddaveerachar. **Hence, the claim put forth by Shri.Subbanna cannot be rejected.** Since he has been cultivating the land and also invested the amount he has acquired the right of the Sub-Tenant U/s.47 of the KLR Act and is also entitled for a share in the suit land. Therefore, taking into consideration all aspects, the Tribunal decided to grant the Occupancy Rights to an extent of 3 Acres 26 1/2 Guntas to Shri.Subbanna and the remaining 3 Acres is granted to Shri.Muddaveerachar. **Therefore, the survey of the land as per the Tribunal Order should be done only after the present harvesting season, so that there may not be any damage to the existing crops. The Special Tahsildar, Land Reforms, is hereby directed to send the Surveyor and demarcate the land before the issue of Occupancy Certificate.**

WHEREAS, consequently, a Form No.10 being the Certificate of Registration of a Tenant as an Occupant U/s.55(1) of the Karnataka Land Reforms Act, 1961, was issued by the Additional Special Tahsildar, duly registering the name of Shri.S.Nanjappa,

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son of Sonnappa, as the Tenant & Occupant, in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 6 Acres 7 1/2 Guntas, by virtue of the Order dated 31.08.1989 pronounced by the Chairman, Land Tribunal, Bangalore North Taluk in Case No.LRF 848/74-75, the same being subject to compliance of certain conditions.

WHEREAS, further, a Mutation Register Extract was issued by the Village Accountant, Harohalli Village Panchayat, Yelahanka Hobli, Bangalore North Taluk, duly evidencing the name of Shri.S.Nanjappa, son of Sonnappa, as the Tenant & Occupant, in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 6 Acres 7 1/2 Guntas, the same being mutated to his name vide MR 4/80-81, by virtue of the Order dated 31.08.1989 pronounced by the Chairman, Land Tribunal, Bangalore North Taluk, in Case bearing LRF:848/74-75 and 733/2823/76-77.

WHEREAS, thereafter, an Absolute Sale Deed dated 14.06.1993 was executed by Shri.Nanjappa, son of Late Sonnappa, & 14 others, in favour of Shri.V.Sundaraiah, son of late Veerabhadraiah, in respect of all that piece and parcel of a portion of Residentially Converted Immovable property bearing Survey No.37, measuring 2 Acres, situated at Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, the said Sale Deed duly registered as Document No.2306/93-94 in Book I, Volume 408 at pages 20-26, dated 1.10.1993, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, further, another Absolute Sale Deed dated 14.06.1993 was executed by Shri.Subbanna, son of Chikka Appanna, & 12 others, in favour of Smt.Mani.S.Shadakshari, wife

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of S.Shadakshari, in respect of all that piece and parcel of the Immovable Property being Land bearing Survey No.37 of Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 2 Acres, the said Deed duly registered as Document No.2302/1993-94 in Book I, Volume 403 at pages 90-96, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, finally, an Absolute Sale Deed dated 31.08.1995 was executed by Smt.Mani Shadakshari, wife of S.Shadakshari, (Duly represented by **her** GPA Holder Shri.S.Udayashankar), **in favour of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde,** in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/2** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993) of Yelahanka Town Municipal Khatha No.22, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **4,500 SFT**, the said Deed duly registered as Document No.4271/1995-96 in Book I, Volume 683 at pages 124-126, in the office of the Sub-Registrar, Yelahanka, Bangalore.

WHEREAS, consequently, a **Khatha Certificate** bearing No.DA/PR/190/19-20 dated 27.05.2019 was issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde, duly transferring the Khatha in respect of All that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/2** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993) of Yelahanka Town Municipal Khatha No.22, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **4,500 SFT**, Presently coming under the jurisdiction

[Signature]

[Signature]

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of BBMP Ward No.2, Chowdeshwari Ward, Bangalore, Property Khatha 192/22/P-03/2 (PID No.354/P-03/2/22).

WHEREAS, like-wise, a **Khatha Extract** bearing No.DA/PR/190/19-20 dated 27.05.2019 was issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde, duly transferring the Khatha in respect of All that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/2** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993) of Yelahanka Town Municipal Khatha No.22, situated in Putenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **4,500 SFT**, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Bangalore, Property Khatha 192/22/P-03/2 (PID No.354/P-03/2/22) and assessing the same to property tax of Rs.2,678-00 for the year 2019-20.

WHEREAS, further, a Receipt bearing No.RE-ifms 230-BC/000036 dated 27.05.2019 for Rs.1,04,750-00 was issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde, duly acknowledging the payment of Improvement Charges, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing No.P-03/2 (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993) of Yelahanka Town Municipal Khatha No.22, situated in Putenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of 4,500 SFT, Presently coming under the jurisdiction of BBMP Ward No.2,

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Chowdeshwari Ward, Bangalore, Property Khatha 192/192/22/P-03/2 (PID No.354/P-03/2/22).

WHEREAS, several Tax paid Receipts were issued by the Assistant Revenue Officer, Yelahanka Sub-Division, BBMP, Bangalore, in the name of Shri.Marne Sarvotham Shetty, son of Soorappa Hegde, duly acknowledging the payment of **Property Tax for the period 2009-10 to 2019-20**, in respect of all that piece and parcel of the Immovable Property being Residentially Converted Land bearing **No.P-03/2** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993) of Yelahanka Town Municipal Khatha No.22, situated in Putenahalli Village, Yelahanka Hobli, Bangalore North Taluk, with an extent of **4,500 SFT**, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Bangalore, Property Khatha 192/192/22/P-03/2 (PID No.354/P-03/2/22).

WHEREAS, The Schedule "A" & "B" Property is the self acquired property of the Vendor. The Vendor referred above is in physical possession and has the unfettered right and absolute title over the Schedule "A" & "B" Property and the Vendor is entitled to deal with the Schedule "A" & "B" Property in any manner as he so desires.

1. Whereas, the above Vendor, for his convenience and for the family necessities has proposed to sell the Schedule "A" & "B" Property for a total consideration of **Rs.2,96,78,400/- (Rupees Two Crores Ninety Six Lakhs Seventy Eight Thousand Four hundred only)** and the above Purchaser have agreed to purchase the Schedule "A" & "B" Property for

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a total consideration of **Rs.2,96,78,400/- (Rupees Two Crores Ninety Six Lakhs Seventy Eight Thousand Four hundred only)** free from encumbrances by way of absolute sale. The parties to this indenture mutually agreed to conclude the sale transaction as per the terms and conditions detailed hereunder and now this Deed witnesses as follows:

2. And ever since, the Vendor herein has been the absolute owner of all that piece and parcel of the right, title, interest and ownership in Schedule A and B property cited below which is more fully described in the **SCHEDULE "A" & "B" HEREUNDER** and the Vendor herein is in peaceful possession and enjoyment of the same and the said property is free from all kinds of encumbrances.

3. Whereas, in this manner, the Vendor became the absolute owner of the Schedule "A" & "B" Property and he had acquired the same out of his own and self earned funds and he has been exercising all the rights of ownership and the Vendor is legally competent to convey the Schedule "A" & "B" Property by sale, transfer or otherwise dispose off the Schedule "A" & "B" Property in any manner at his option and

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unfettered discretion and there is no legal impediment or otherwise for sale of the Schedule "A" & "B" Property.

WHEREAS THE VENDOR REPRESENTS THAT

- a) he is the absolute owner of the Schedule "A" & "B" property and his title to the Schedule "A" & "B" Property is good, marketable and subsisting and that none else has any right, title, interest or share therein and that the cost of good and marketable title shall be that of Vendor and he shall transfer the full right of the Schedule "A" & "B" Property to the Purchaser as mentioned herein above, immediately after execution of the Sale Deed.
- b) the Schedule "A" & "B" Property is free from mortgages, encumbrances, attachments by Court or charges of any kind.
- c) the Vendor has not entered into any agreement or arrangement of sale of the Schedule "A" & "B" Property with anyone else.

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And based on the above representations of the Vendor, the Purchaser has agreed to purchase the Schedule "A" & "B" Property.

4. Whereas the Vendor for want of money for his legal and family necessities, has offered and agreed to sell the Schedule "A" & "B" Property in its entirety to the Purchaser for valuable sale consideration of **Rs.2,96,78,400/- (Rupees Two Crores Ninety Six Lakhs Seventy Eight Thousand Four hundred only)**, free from all encumbrances, charges, attachments and all claims and subject to the terms and conditions hereunder contained and the Purchaser has accepted the offer of the Vendor and agreed to purchase the Schedule "A" & "B" Property for the said sale consideration.

5. Whereas, the parties after a detailed deliberation and also after ascertaining the proper market value prevailing in the locality and believing the documents shown at the time of deliberations are true, are desirous of reducing the terms and conditions in writing:

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NOW THIS ABSOLUTE SALE DEED WITNESSETH AS FOLLOWS:

1. In consideration of the agreed sale price of **Rs.2,96,78,400/- (Rupees Two Crores Ninety Six Lakhs Seventy Eight Thousand Four hundred only)** paid by the Purchaser in respect of the Schedule "A" & "B" Property, the Vendor above named thus hereby completely conveys the same to the Purchaser aforesaid, all the Estate, Right, Title, Interest, Claim and Demand, whatsoever, of the said Vendor in or to the property hereby conveyed and every part thereof, including all easementary rights attached thereto: TO HAVE AND TO HOLD THE SAME to the Purchaser, their legal heirs, legal Representatives, Assigns, Administrators, etc., absolutely for ever hereafter.
2. The entire sale price of **Rs.2,96,78,400/- (Rupees Two Crores Ninety Six Lakhs Seventy Eight Thousand Four hundred only)** towards the Schedule "A" & "B" Property is deemed to have been received by the Vendor in the presence of the witnesses in full satisfaction and final settlement thereof and the Vendor hereby has

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given his full consent and acknowledge the same in respect of the above transaction.

3. The entire sale consideration towards the said transaction is paid in the following manner : -

- a) **Rs.1,00,000-00 (Rupees One Lakh only)**, paid in favour of the Vendor by way of NEFT dated 29.03.2019, drawn on State Bank of India, Bangalore, by the Purchaser.
- b) **Rs.72,724-00 (Rupees Seventy Two Thousand Seven Hundred twenty four only)**, paid by the Purchaser, dated 24.05.2019, drawn on State Bank of India, Bangalore, towards Property Tax **(the said payment made by the Purchaser on behalf of the Vendor)**.
- c) **Rs.1,40,115-00 (Rupees One Lakh Forty Thousand One hundred fifteen only)**, paid by the Purchaser, dated 14.06.2019, drawn on State Bank of India, Bangalore, towards Maintenance Charges to M/s.Ramanashree **(the said payment made by the Purchaser on behalf of the Vendor)**.

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- d) TDS amount at 1% of the Transaction value of this Deed, payable by the 1st Purchaser and remitted into the State Bank of India, as a statutory deduction as prescribed under the Income Tax Act - **Rs.2,96,784 (Rupees Two Lakhs Ninety Six Thousand Seven hundred eighty four only)**, vide Bank Reference No.IKOADIMQL9 & BSR Code 0013283 and Challan No.02884 dated 19.07.2019 (payment made on behalf of the Vendor), [Copy of the said Challan is enclosed/produced herewith evidencing the proof of remittance and shall form a part and parcel of this Deed].
- e) Balance amount of **Rs.2,90,68,777-00 (Rupees Two Crore Ninety lakhs Sixty Eight Thousand Seven Hundred Seventy Seven only)**, paid by the Purchaser in favour of the Vendor, by way of Demand Draft No. 636393 dated 20.07.2019 drawn on State Bank of India, HAL II Stage Branch, Bangalore

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In all totalling to Rs.2,96,78,400/- (Rupees Two Crores Ninety Six Lakhs Seventy Eight Thousand Four hundred only) being the total consideration paid by the Purchaser to the Vendor towards this Sale transaction.

THE VENDOR COVENANTS WITH THE PURCHASER AS FOLLOWS:

4. That the Purchaser shall be entitled to quietly enter, hold, possess and enjoy the property hereby conveyed as its absolute owners and receive the profits and income there from, without any interference or disturbance from the Vendor or his predecessors-in-title, including any person claiming through or under him or any person claiming any legal title thereto:
5. That the title of the Vendor to the property hereby conveyed is good, marketable and subsisting and he has the power to convey the same and that none else has any Right, Title, Interest or Share in respect of the same and the appropriate taxes have been remitted to the respective authorities of the BBMP, or the concerned jurisdictional authority.

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6. The Vendor further covenants that the Schedule "A" & "B" Property is free from and not subject to any gifts, settlements, mortgages, charge, claim, lien, attachment, claim or pending litigation, etc., That the property hereby conveyed is not subject to any Encumbrance or Court Attachment, any claim, interruption, eviction, demand, etc., as on the date of this Absolute Sale Deed.
7. That the Vendor has this day delivered the original / copy of all parent documents of title relating to the Schedule Property to the Purchaser, viz.

LIST OF DOCUMENTS DELIVERED TO THE PURCHASER IN RESPECT OF SITE NO.03/1 :-

- [i] RTC Extracts - Original
- [ii] Mortgage Deed dated 18.04.1996 - Certified copy
- [iii] Discharge of Mortgage Deed dated 10.06.1970 - Certified copy
- [iv] Absolute Sale Deed dated 19.06.1970 - Certified copy

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- [v] Absolute Sale Deed dated 20.09.1974 – Certified copy
- [vi] Absolute Sale Deed dated 23.02.1977 – Certified copy
- [vii] Absolute Sale Deed dated 27.06.1985 – Certified copy
- [viii] Absolute Sale Deed dated 14.06.1993 – Certified copy
- [ix] Absolute Sale Deed dated 31.08.1995 - Original
- [x] Receipt bearing No.RE-ifms 230-BC/000035 dated 27.05.2019 for Rs.87,000-00 towards Improvement Charges – Original.
- [xi] Khatha Certificate bearing No.DA/PR/189/19-20 dated 27.05.2019 - Original
- [xii] Khatha Extract bearing No.DA/PR/190/19-20 dated 27.05.2019 – Original
- [xiii] Encumbrance Certificates – Original

LIST OF DOCUMENTS DELIVERED TO THE PURCHASER IN RESPECT OF SITE NO.03/2 :-

- [i] RTC Extracts – Original
- [II] Order dated 31.08.1989 pronounced in Case bearing LRF:848/74-75 – Certified copy

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[iii] Form No.10 being the Certificate of Registration of a Tenant – Certified copy

[iv] Absolute Sale Deed dated 14.06.1993 – Certified copy

[v] Absolute Sale Deed dated 31.08.1995 – Original

[vi] Khatha Certificate bearing No.DA/PR/190/19-20 dated 27.05.2019 – Original

[vii] Khatha Extract bearing No.DA/PR/190/19-20 dated 27.05.2019 – Original

[viii] Receipt bearing No.RE-ifms 230-BC/000036 dated 27.05.2019 for Rs.1,04,750-00 - Original

[ix] Encumbrance Certificates – Original.

8. That all Rates, Taxes and Cesses relating to the property conveyed have been paid by the Vendor up to date.

9. That the Vendor shall whenever so required by the Purchaser do and execute all such acts, deeds, and things for more fully and perfectly assuring the title of the Purchaser to the property hereby conveyed.

10. That the Vendor shall keep the Purchaser fully indemnified and harmless at all times against any loss

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or liability, action or proceedings, cost or claim that may arise against the Purchaser or the property hereby conveyed, by reason of any defect in or want of title on the part of the Vendor or his predecessors-in-title, and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Schedule "A" & "B" Property by the Purchaser.

11. The Purchaser shall get the Khatha transferred absolutely in their name after registration of the property which is hitherto standing in the name of the Vendor. The Vendor shall sign the necessary Khatha Transfer Form in favour of the Purchaser for the effective transfer of the same. Thereafter, the Purchaser shall be solely responsible for all the payments of the taxes to the BBMP/concerned jurisdictional authorities. The Purchaser shall also get all the utility connections viz. electricity, water & sewerage connections, if any, in their name after registration of the property which is hitherto standing in the name of the Vendor. Thereafter, the Purchaser shall be responsible for all the payment of all charges to the respective Government Departments/Association, etc.,

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PROPERTY DESCRIPTION :
SCHEDULE "A" PROPERTY
(Now being conveyed in favour of the Purchaser)


All that piece and parcel of the Immovable Property being Residentially Converted Land bearing **Vacant Site No.P-03/1** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993] of Yelahanka Town Municipal Khatha No.62, situated in Putenahalli Village, Yelahanka Hobli, Bangalore North Taluk, **measuring an extent of 3,744 SFT, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Ramanashree, Puttenahalli, Bangalore-560064. Property Khatha No.160/160/62/P-03/1 (PID No.355/P-03/1/62)** and bounded on :

East by : Administrative Block,
West by : California Avenue,
North by : Gulmohar Street,
South by : Remaining Portion of
Plot No.P-03 (Plot No.P-03/2).

BNG (U) BYP 3572 2019-2020 / 30-31/0

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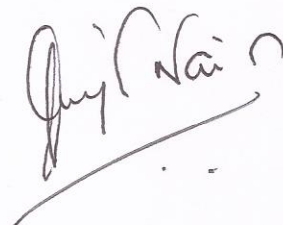
PROPERTY DESCRIPTION :
SCHEDULE "B" PROPERTY
(Now being conveyed in favour of the Purchaser)

All that piece and parcel of the Immovable Property being Residentially Converted Land bearing **Vacant Site No.P-03/2** (Portion of Plot No.known as P-03) [Plan approved by Town Municipal Council, Yelahanka in pursuance of Resolution No.2012 dated 5.10.1993] of Yelahanka Town Municipal Khatha No.22, situated in Puttenahalli Village, Yelahanka Hobli, Bangalore North Taluk, **measuring an extent of 4,500 SFT, Presently coming under the jurisdiction of BBMP Ward No.2, Chowdeshwari Ward, Ramanashree, Puttenahalli, Bangalore-560064** Property Khatha No.192/192/22/P-03/PID No.354/P-03/2/22) and bounded on :

East by : Administrative Block,
 West by : California Avenue,
 North by : Remaining Portion of
 Plot No.P-03 (Plot No.P-03/1),
 South by : Private property.

In Witness Whereof the parties herein have affixed their respective signatures to this Deed at Bangalore on the day, month and year hereinabove mentioned, in the presence of the following witnesses:





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WITNESSES

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SELLER/VENDOR

MANISUNATHA HALLA

1, CARTON TOWERS

HAL 2nd stage.

Blone - 560008.

[2]

2 - balle

RAVI KUMAR S.V.

No 2, 15th CROSS,

AECs Layout, II STAGE

SARANY NARAY

BANGALORE - 560094.

PURCHASER**DRAFTED BY :**
G.SREENIVAS,

Advocate & Consultant,

M/s.Kamath & Kamath,

Advocates & Tax Consultants,

Chitrapur Bhavan, 15th Cross,

Malleswaram, Bangalore-560 055