Justice (Retd.) R. M. Lodha Committee
(in the matter of PACL Ltd.)

Ref. No. ..... Dated .....

JRMLC/PACL/NO/1415/2017 17.02.2017

To,

Madhusudhan B R,
s/o- Ram Murthy,
Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562110

Dear Sir,

Sub: E- auction of properties of PACL

Re: Your letter dated 25.01.2017 addressed to the Committee

This is to state that the Committee is in receipt of your letter dated 25.01.2017 in relation to the property situated at Sanna Amanikere Village, Kasaba Hobli, Devanhalli Taluk, Bangalore Rural District, Karnataka. The claims made by you vide the aforesaid letter have been noted by the Committee.

Any decision in this regard will be intimated to you in due course.

Yours sincerely,

(For Nodal officer cum Secretary to the Committee)

यूटीआई इन्फ्रास्ट्रक्चर टेक्नोलॉजी एण्ड सर्विसेज लिमिटेड
UTI Infrastructure Technology And Services Limited

17/2

UTIITSL/20839 /PACL/2016-17 16th February, 2017

Hon'ble Justice (Retd) R.M. Lodha Committee
(In the matter of PACL Ltd.)
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri ,
New Delhi-110021

Kind Attn: **Shri Rakesh Kumar Singh - Deputy General Manager (SEBI)**

Sir,

We are continuously receiving letters from Shri Madhusudhan B.R. along with documents pertaining to property at Sanna Amanikere Village, Devanahalli Taluk, Bangalore, Sy. No. 25.

Since UTIITSL will not be able to comment on these documents, the same is being forwarded to the Committee for necessary action at your end.

Thanking you,
Yours faithfully,

Naina K
VP – Properties
Encl: a.a.

सीएमएमआई-एमएल 3 मूल्यांकित एवं आईएसओ/आईईसी 27001:2005, आईएसओ/आईईसी 20000-1:2011, आईएसओ-9001:2008 प्रमाणित कंपनी
(भारत सरकार की एक कंपनी) सी.आई.एन. U65991MH1993GOI072051
पत्रव्यवहार का पता : यूटीआई टॉवर, 'जी एन' ब्लॉक, बान्द्रा-कुर्ला संकुल, बान्द्रा (पूर्व), मुंबई-400 051
टेली : 022-2654 7600 • फैक्स : 022-2654 7626 / 2654 7627 • वेबसाइट : www.utiitsl.com
पंजीकृत कार्यालय : यूटीआई-आईटीएसएल टॉवर, प्लॉट नं-3, सेक्टर-11, सी बी डी बेलापुर, नवी मुंबई-400 614
दूरभाष : +91-22-67931010 • फैक्स : +91-22-67931099 • वेबसाइट : www.utiitsl.com

CMMi Ml 3 Appraised and ISO/IEC 27001:2005, ISO/IEC 20000-1:2011, ISO 9001:2008 Certified Company
(A Government of India Company) C.I.N. : U65991MH1993GOI072051
Correspondence Address : UTI Tower, 'Gn' Block, Bandra-Kurla Complex, Bandra (East), Mumbai-400051
Tele : 022-2654 7600 • Fax : 022-2654 7626 / 2654 7627 • Website : www.utiitsl.com
Registered Office : UTI-ITSL Tower, Plot No. 3, Sector-11, CBD Belapur, Navi Mumbai - 400 614
Tele : +91-22-67931010 • Fax : +91-22-67931099 • Website : www.utiitsl.com

(430)

यूटीआई इन्फ्रास्ट्रक्चर टेक्नोलॉजी एण्ड सर्विसेज लिमिटेड
UTI Infrastructure Technology And Services Limited

UTIITSL/ 20457 /PACL/2016-17 2nd February, 2017

Hon'ble Justice (Retd) R.M. Lodha Committee
(In the matter of PACL Ltd.)
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri ,
New Delhi-110021

Kind Attn: **Shri Rakesh Kumar Singh - Deputy General Manager (SEBI)**

Sir,

We are continuously receiving letters from Shri Madhusudhan B.R. along with documents pertaining to property at Sanna Amanikere Village, Devanahalli Taluk, Bangalore, Sy. No. 25.

Since UTIITSL will not be able to comment on these documents, the same is being forwarded to the Committee for necessary action at your end.

Thanking you,
Yours faithfully,

Naina K
VP – Properties
Encl: a.a

यूटीआई इन्फ्रास्ट्रक्चर टेक्नोलॉजी एण्ड सर्विसेज लिमिटेड
UTI Infrastructure Technology And Services Limited

UTIITSL/20425/PACL/2016-17 January 31, 2017

Hon'ble Justice (Retd) R.M. Lodha Committee
(In the matter of PACL Ltd.)
The Ashok, Annexe Building, (Oudh Corridor),
50-B Chanakyapuri ,
New Delhi-110021

Kind Attn: **Shri Rakesh Kumar Singh - Deputy General Manager (SEBI)**

Sir,

We are in receipt of endorsement copy of letter from Shri Madhusudhan B.R. along with documents pertaining to ropeter at Sanna Amanikere Village, Devanahalli Taluk, Bangalore, Sy. No. 25.

The original letter has already been forwarded to the Committee, the copy received at our branch office is being forwarded for necessary action at your end.

Thanking you,
Yours faithfully,

Naina K
VP – Properties
Encl: a.a

To,

Date-25-1-2017

Hon'ble Justice (Retd)
R.M Lodha Committee
(In the matter of PACL Limited)
The Ashok, Anexe Building (Oudh Corridor)
50-B, Chanakyapuri,
New Delhi-110021

From,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562 110
Ph-09632097999

Respected sir,

Subject:- Request to draw my property situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District of Karnataka State, Bearing immovable property land in Sy no.25 an extent of 5 acre.

I am the actual owner and in physical possession of the said land bearing Sy No.25 an extent of 5 acres 16 guntas. Recently the news has been spread in the locality of my property and on hearing such news of the properties kept for auction of sale in and around of my land. I got verified and accordingly went behind information and learnt on obtaining the news paper through online that the committee has been formed and land belongs PACL has been meant for auction sale. Prior to this neither I did not have knowledge nor information with regard to same.

That I am an agriculturist and with a plan and object I invested my hard earned money towards purchase of the above said land from my vendor being represented by his GPA holder vide

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registered sale deed dated 27/07/2013. Prior to proceedings for purchase I got it verified and obtained legal opinion and learnt that whatever the agreement and GPA executed by the owner of the land came to be cancelled and thereafter fresh registered GPA has been executed in favour of one Muniraju.K and after confirmation right of my vendor and empower of Muniraju.K to convey the land has proceeded to purchase.

That the PACL company or any of its representatives is in no way connected to this property and they did not have any title documents in their favour nor possession, as earlier they only an agreement holder in the name of one Pratheek Kumar and same came to be cancelled on 23/09/2015, prior to the sale in my favour. The non-existent of right in their favour is apparent, on the other hand right and ownership of me is clear as per the sale deed and till date the revenue entries is standing in the name of my vendor Muninanjappa.

However the said aspect is not scrutinized by CBI nor the concerned authorities and keeping me in darkness published in the news paper and online keeping the property for auction alleging that it pertains to PACL limited.

It is also pertinent to place that civil disputes in connection with the said land of me is also pending in consideration before the Senior Civil Judge at Devanahalli in OS No.14/2012, before the Deputy Commissioner, Bangalore Rural District in RP No.63/2011-12 and Private Complaint in PCR No.639/2015 before the JMFC at Devanahalli.

It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number of properties 272 pertaining to Karnataka state in MR number column 24755-16.

That besides requesting this Hon'ble committee through placing information I have also forwarded the copy of this representation cum request application to the CBI, New Delhi and UTI infrastructure Technology Services Ltd.

Thanking You

(Madhusudhan B.R)

Your's faithfully

ENCLOSED:-

1. Search document (My property is marked in marker)
2. Copy of registered sale deed dated 27/07/2013
3. Present RTC standing in the name of my vendor Muninanjappa
4. Copy of document indicating cancellation of agreement holded by Pratheek Kumar through registered cancellation of agreement to sell dated 22/09/2015
5. Copy of IA No.3 in OS No.14/2012
6. Copy of petition in case number RP NO.63/2011-12
7. Copy of private complaint in PCR No.639/2015 before JMFC at Devanahalli.

COPY TO:-

1). CBI
Central Bureau of Investigation
Plat No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
New Delhi-110 003

2). CBI
Central Bureau of Investigation
36, Bellary Road, Dena Bank Colony,
Ganga Nagar, Bengaluru,
Karnataka-560 032

3) UTI Infrastructure Technology and Services Ltd,
Ground Floor, 'A' Wing, Kapoor Apartment,
No.1, Junction of Punjabi Lane and Chadavarkar Road,
B/h Om Shanthi Chowk,

425

Borivali West, Mumbai,
Maharashtra-400092

And also at

UTI Infrastructure Technology and Services Ltd
No.1/28, G floor, Sunlight Building,
Asaf Ali Road, New Delhi Metro Station area,
New Delhi, Delhi- 110002

UTI Infrastructure Technology and Services Ltd
No.6, Cambridge Road, Second Floor,
Opposite Annes College, Ulsoor,
Bengaluru, Karnataka-560 008

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AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
STATE	Karnataka	DISTRICT	Bengaluru Rural
TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show View Selected Properties

NO. OF PROPERTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EOI
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS	1	Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING DTD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	EOI
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Raod, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Banglore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Banglore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	View	EOI
10189-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no. 187, RMV II stage, 12th Cross dollars colony, Bangalore-560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural, Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	32/17 (4.00) acre	View	EOI
9914-15	1249/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Harun Rashid Talwai r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanhalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	View	EOI

P 3941/13-14

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ನಕಲು ಪ್ರತಿ ಪಡೆದುಕೊಂಡಿದೆ
1ನೇ ಪುಟದ ನಕಲು ಪ್ರತಿ P.3941
13-14

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made & executed on this the TWENTY-SIXTH DAY OF JULY YEAR TWO THOUSAND THIRTEEN **(26-07-2013)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Sri. Appajappa,
Aged about 50 Years
Residing at Maralabagilu, Ward No.9,
Devanahalli Town,
Bangalore Rural District.

Hereinafter called the **VENDOR**, which expression unless repugnant to the context otherwise shall mean and include their legal heirs, legal representatives, executors, agents, nominees, assigns, administrators, successors-in-interest etc., on the One Part.

Represented by his Registered GPA Holder Sri. K. MUNIRAJU, Aged about 46 Years, S/o Late Kempanna, residing at No.366, K.M.P. Arcade, 3rd Floor, R. T. Nagar Main Road, R. T. Nagar, Bangalore – 560 032, in terms of Document No.DNH-4-00060/2011-12, dated 30-04-2011, of Book-IV, stored in CD No.DNHD223, in the Office of the Sub-Registrar, Devanahalli.

IN FAVOUR OF:

Sri. B. R. MADHU SUDHAN,
S/o B. N. Rama Murthy,
Aged about 33 Years,
Residing at Bidaluru Village,
Kasaba Hobli, Devanahalli Taluk.
Bangalore Rural District, PIN-562 110.

K Muni

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ಸಂಖ್ಯೆ P.3941

Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಆಂಜಿನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

Hereinafter called the **PURCHASER**, which expression unless repugnant to the context otherwise shall mean and include his legal heirs, legal representatives executors, administrators, successors-in-interest, nominees, agents, etc., on the Other Part.

WHEREAS the VENDOR herein is the absolute owner in actual, peaceful and in physical possession and enjoyment of the Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanne Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is more fully described in the Schedule hereunder, and the same hereinafter referred to as 'Schedule Property', for the sake of brevity and clarity.

WHEREAS the Schedule Property was originally an Inam Land belonging to Lord Hanumantha Temple which one Sri. Narayanappa being the Cultivator, who filed an application before the Land Tribunal in LRF(INA) 260,173/1980-81 to grant the Schedule Property in his favour. The Land Tribunal in its Order dated 10-05-1982 considered his application and granted him Hiduvali Rights over the Schedule Property. Subsequently, the Revenue Records were changed in the name of the said Sri. Narayanappa.

WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.

WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 and 08-12-1994 respectively, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. Anil Kumar Gupta in terms of M. R. No.07/1995-96 and M.R. No.08/1995-96 respectively.

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ನಂ 4 ... ಸಂಖ್ಯೆ P 3941/13-14

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಕಿಂಚಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	
2	ವಿನೋದ್ ಬಿನ್ ಕಿಂಪಣ್ಣ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	Vinod

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

WHEREAS subsequently, the said Sri. Anil Kumar Gupta sold the Schedule Property in favour of one Sri. N. H. Bhaskar Reddy for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-05035/2004-05 dated 01-03-2005, of Book-I and stored in CD No.DNHD39, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. N. H. Bhaskar Reddy in terms of M. R. No.117/2005-06.

WHEREAS subsequently, the said Sri. N. H. Bhaskar Reddy through his GPA Holder Sri. Suresh Jain, sold the Schedule Property in favour of the Vendor herein for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-01727/2009-10 dated 24-07-2009, of Book-I and stored in CD No.DNHD176, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the Vendor herein.

All the revenue records are standing in the name of Vendor herein and he is in possession and enjoyment of the property by paying land revenue to the Government as owner thereof.

WHEREAS the Khata/mutations in respect of the Schedule Property are standing in the name of vendor in the revenue records of the Revenue Authorities. The VENDOR is paying the taxes regularly in respect of the Schedule property to the Concerned Authorities as owners in possession and enjoyment of the Schedule property.

WHEREAS, the VENDOR is in need of funds for his, legal and family necessities, has offered for sale of the Schedule Property and the PURCHASER has accepted the offer made by the VENDOR and agreed to purchase the Schedule mentioned property.

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 ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ , ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ನಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C- DAC ACTS Pune.

WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

a) That the Vendor is the absolute owner and is in possession and enjoyment and personal occupation of the Schedule Property;

b) That the title of the Vendor to the Schedule Property hereby conveyed is absolute, good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

c) 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 Schedule Property hereby conveyed;

d) That the Schedule Property is not subjected to any attachments before or after Judgment, encumbrances, Court proceedings in execution or otherwise, mortgages, charge or lien or minor claim;

e) That the Vendor has not entered into any agreement/arrangement for sale or transfer of the Schedule Property or portions thereof with anyone else;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) The Vendor declares that he is an agriculturist and belongs to a family of agriculturists and no proceedings under sections 79A, 79B and 80 or under any of the Provisions of the Karnataka Land Reforms Act are pending in respect of the Scheoule Property or portions thereof before any Authority.

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h) That the Schedule Property is not a property 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;

i) That the Vendor has paid the land revenue, taxes and other statutory charges with regard to the Schedule Property;

j) That the Vendor does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax, which would affect their title to the Schedule Property;

WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and agreement and in consideration of the Purchaser having paid the entire mutually agreed sale consideration of **Rs.49,00,000/- (Rupees Forty-nine Lakhs Only)** by way of Cash on various dates, to the Vendor herein, in the presence of the witnesses attesting hereunder, which the Vendor, hereby acknowledges, acquits and discharges the Purchaser of such payment, the Vendor as the full, absolute, sole, exclusive, beneficial owner of the Schedule Property, hereby convey, sell, transfer, alienate, grant, assign UNTO the Purchaser all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its full, absolute, sole, exclusive, beneficial owner thereof with all privileges, benefits, easements, heriditaments and absolutely free from encumbrances of whatsoever nature, subject to the covenants hereinafter appearing:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the

income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

b) The Vendor has this day delivered the vacant physical possession of the Schedule Property to the Purchaser, pursuant to this sale deed and the Purchaser hereby acknowledges having taken the vacant possession of the Schedule Property.

c) The Vendor has no objection for the Purchaser approaching the relevant Revenue Authorities, Thasildar, seeking transfer/registration of Khatha and the Special Deputy Commissioner, Bangalore for conversion in the name of the Purchaser herein in regard to the Schedule Property and for payment of taxes by the Purchaser herein.

d) The Purchaser shall be liable to pay all out goings in regard to the Schedule Property including taxes due to the Revenue Authorities, for the purposes of registration of Khatha in regard to the Schedule Property.

e) Subject to the Purchaser discharging the obligations and observing the terms and conditions contained herein, the Vendor covenants with the Purchaser that the Purchaser shall be entitled to hold, possess, build upon and enjoy the Schedule Property, as its full, absolute, beneficial, exclusive owner thereof.

f) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss, liability, 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 or by breach of the covenants herein above contained or against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the

Schedule Property by the Purchaser or if any proceedings commenced by any person or persons or by any statutory authorities;

g) The Vendor hereby represents that the Schedule Property hereby conveyed, is absolutely free from encumbrances of whatsoever nature and free from any claims, attachments, etc.

h) The Vendor will do and execute at the request and the cost of the Purchaser, all such other acts and deeds and things, as may be required, for more fully and perfectly assuring the title of the Purchaser in relation to the Schedule Property, which is hereby conveyed, pursuant to and under this sale deed.

i) That the Vendor has delivered to the Purchaser all the original title deeds relating to the Schedule Property along with the copies of all the relevant/incidental records supporting the title of the Vendor pertaining to the Schedule Property on the date of registration of this Sale Deed;

j) The expenses of stamp duty and registration charges of this sale deed are borne by the Purchaser herein exclusively.

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East by	:	Property of Ramaiah;
West by	:	Property of Ramappa;
North by	:	Sanna Amanikere Road;
South by	:	Property of Narasimhaiah.

ಕಂ. D394/15-16

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In witness whereof the VENDOR, and the PURCHASER have affixed their signatures to this Deed of Sale on the day, month and year first above written at Devanahalli.

WITNESSES:

1. S/o Kempanna Devanahalli

2. S/o Kempanna Devanahalli

(MUNINANJAPPA)
VENDOR
Rep. by his Regd. GPA Holder
Sri. K. MUNIRAJU

(B. R. MADHU SUDHAN)
PURCHASER

Drafted by:

Advocate

17.03.16

17.03.16

17.03.16

ಯಥಾ ಸ್ಥಿತಿ

ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

ಕೊನೆ ಪುಟ
Village Account Form No. 2

ರೆಕಾರ್ಡ್ ಆಫ್ ರೈಟ್ಸ್, ಗೇಣಿ ಮತ್ತು ಪಹಣಿ ಪತ್ರಿಕೆ (R.T.C) ಪ್ರಾರಂ ನಂ. ೧೬

ಗ್ರಾಮ ನಮೂನೆ ೨ 1 3 5 9 7 3 5 2 9 7 Valid from 30/09/2013 14:34:00 To Till Date

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು: Version: 0.0.0 -- ಹೋಬಳಿ :- ಗ್ರಾಮ : ಪುಟದ ಕ್ರಮ ಸಂಖ್ಯೆ 99

1. ಸರ್ವೆ ನಂಬರು	3. ಬೇತವಾರು	ಎಕರೆ	ಗುಂಟೆ	ಆ	4. ಕಂದಾಯ	ಕಸ್ಪಡಿ	ಪೈ
	ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ				(ಅ) ಭೂ ಕಂದಾಯ		
	ಪೂಟ್ ಖರಾಬ್ (ಅ)				(ಬ) ಜೋಡಿ		
	ಪೂಟ್ ಖರಾಬ್ (ಬ)	5.16.00.00			(ಕ) ಸೆಸ್ಸುಗಳು	9.05	
	ಉಳಿದದ್ದು	0.16.00.00			(ಡ) ನೀರಿನ ದರ		
2. ಹಿಸ್ಸಾ		5.00.00.00			ಒಟ್ಟು		

ದರಖಾಸ್ತಿ

5. ಮಣ್ಣಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ			8. ಬೇಕುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿಯಡಿಸ್ತೀರ್ಣ				
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು	ಒಟ್ಟು
ಕೆಂಪು								
6. ಪಟ್ಟಾ								
ಸರ್ಕಾರಿ								

9. ಕಬ್ಜೆ ಅಥವಾ ಸ್ವಾಧೀನದಾರಿಕೆ ಹೆಸರು ತಂದೆಯ ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ವಿಸ್ತೀರ್ಣ ಎ	ಗುಂ	ಖಾತೆ ನಂ.	10. ಕಬ್ಜೆ ಅಥವಾ ಸ್ವಾಧೀನತೆಯ ರೀತಿ	11. ಇತರೆ ಹಕ್ಕುಗಳು ಮತ್ತು ಋಣಗಳು ಹಕ್ಕುಗಳು:	ಋಣಗಳು:
ಮುನಿನಂಜಪ್ಪ ಬಿನ್ ಲೇಟ್.. ಅಪ್ಪಾಜಪ್ಪ	5.00	00.00	215	MR 14/2011-2012 ಪಹಣಿ ಸರಿಪಡಿಸಿ 01/10/2011	court stay as per order noRP/63/2011-12 dated Aug 10 2012 12:00AM	ಮಾನ್ಯ ಉಪ ವಿಭಾಗಾಧಿಕಾರಿಗಳವರ ಪ್ರಕರಣದ ಸಂಖ್ಯೆ:RA(D):26/11-12 ದಿನಾಂಕ 4-7-2011ರ ಆದೇಶದಂತೆ ದಾಖಲ್.

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ ವಿಸ್ತೀರ್ಣ 4 ಎ	ಗುಂ	ಗುತ್ತಿಗೆ 5	ಭೂಮಿಯ ಉಪಯೋಗ ವರ್ಗ 6	ವಿಸ್ತೀರ್ಣ 7 ಎ	ಗುಂ	ಮುಖ್ಯ ತರಿ, ಬಾಗಾಯ್ತು 8	ಬೆಳೆಯ ಹೆಸರು 9
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾಜಪ್ಪ	ಸ್ವಂತ								No Crop Info.

13. ಭೂಮಿಯ ಉಪಯೋಗ ಮತ್ತು ಬೆಳೆಗಳ ವಿವರ

ಬೆಳೆಯ ವಿಸ್ತೀರ್ಣ ಅಮಿಶ್ರ 10	ಮಿಶ್ರ 11	ಒಟ್ಟು 12	ನೀರಾವರಿಯ ಮೂಲ 13	ಎಕರೆಗೆ ಉತ್ಪತ್ತಿ 14	ಮಿಶ್ರ ಬೆಳೆಗಳ ಒಟ್ಟು ಮಿಶ್ರಣದ ಹೆಸರು 15	ವಿಸ್ತೀರ್ಣ 16 ಎ.	ಗುಂ

(RTC Unique No.: -T21031000231136, Printed on : 18/12/2015 10:42:15, Amount : 10./-)

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

ಕರ್ನಾಟಕ ಭೂಕಂದಾಯ ನಿಯಮಾವಳಿ 1966 ರ ನಿಯಮ 40, 42, 58 ಮತ್ತು 70

BK/5539/15-16

ಈ ದಸ್ತಾವೇಜು...9....ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಒಂಬತ್ತು ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ
ಸಂಖ್ಯೆ 5538/15-16 ದಿನಾಂಕ 10/2/19

DEED OF CANCELLATION OF AGREEMENT TO SELL

This **DEED OF CANCELLATION of AGREEMENT TO SELL** is made and executed on this the TWENTY-SECOND DAY OF SEPTEMBER YEAR TWO THOUSAND FIFTEEN **(22-09-2015)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Appaj ppa,
Aged about 52 Years,
Residing at Maralubagilu,
Ward No.9, Devanahalli,
Bangalore Rural District.

Represented by his Registered GPA Holder

Sri. K. MUNIRAJU,
Aged about 48 Years,
Son of Late Sri. Kempanna,
No.366, Matadahalli,
R T Nagar Main Road,
Bangalore – 560 032.

hereinafter referred to as the **First Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors in interest and title and assigns) of the ONE PART:

AND:

Sri. PRATEEK KUMAR,
Son of Mr. Praful Kumar,
Aged about 47 years,
Residing at Row House No.1,
Gold Field Enclave,
South Main Road,
Koregoan Park, PUNE – 411 001.

(410)

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 Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by CDAC ACTS Pune.

hereinafter referred to as the **Second Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives or assignees thereof) of the OTHER PART:

WHEREAS the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of **Rs.3,00,00,000/-** (Rupees Three Crores Only) which was registered as Document No.DNH-1-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the **First Party** has agreed to sell to the **Second Party** agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto hereinafter referred to as the **Schedule Property**.

WHEREAS in terms of the above agreement the **Second Party** had paid a sum of **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) by Cheque No.890642 dated 23-04-2011 drawn on IDBI Bank, Yerawada, Pune, as earnest money/part sale price to purchase the **Schedule Property**.

WHEREAS due to certain issues and difficulties arising out of the said transaction, the **Second Party** could not honour the above agreement and execute the Sale Deed / Deed of Conveyance in favour of the **First Party**, the **Parties** herein have decided to cancel the said Agreement to Sell dated 05-05-2011, which is accepted by both the Parties herein.

WHEREAS in consideration of the circumstances stated above, the Parties hereto have mutually agreed without any dissent, that it is in the interest of all concerned that the Agreement to Sell dated 05-05-2011 entered into between the **First Party** and the **Second Party** is hereby cancelled;

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Print Date & Time : 23-09-2015 12:00:06 PM

5538/15-16

ಚಲಾನೆಯ ಸಂಖ್ಯೆ : 5538

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಸೋಂಪಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	315.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	550.00

ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna ಅವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			K Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆಸಿಕೊಂಡವರು)			K Muni
2	Sri. Prateek Kumar S/o Praful Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

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WHEREAS in pursuance of the said cancellation of Agreement to Sell dated 05-05-2011, the **First Party** has this day refunded the entire consideration paid by the **Second Party** in full and final settlement of all his claims of any nature whatsoever;

WHEREAS the Parties have thought it fit and convenient to record the cancellation of the Agreement to Sell dated 05-05-2011 in writing;

NOW THEREFORE THIS CANCELLATION OF AGREEMENT TO SELL WITNESSETH AS UNDER:

1. It is hereby agreed and accepted by all that the Agreement to Sell dated 05-05-2011 entered into between K. Muniraju and Prateek Kumar hereby stands CANCELLED.
2. The **Second Party** hereby confirms having received the entire consideration **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) paid by him under the said Agreement to Sell dated 05-05-2011 from the **First Party** in the following manner:
   - **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** by way of Cheque No.087449 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party;
   - **Rs.1,49,50,000/- (Rupees One Crore Twelve Lakhs Eighty-one Thousand Two Hundred & Fifty Only)** by way of Cheque No.087450 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party, in full and final settlement of all his claims of any nature whatsoever.

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5538/15-16

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಟದಲ್ಲಿನ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05538-2015-16 ಆಗಿ
ಸ್ಕ್ಯಾನ್ ನಂಬರ DNHD561 ನೇ ಪುಟದಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸೋಂದಾಯಿಸಲಾಗಿದೆ.

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

3. The Parties hereby agree and affirm that each of them have no claim of whatsoever nature against the other under or in respect of the afore-mentioned Agreement to Sell dated 05-05-2011 or towards costs or expenses incurred by them towards or in pursuance of the Agreement to Sell dated 05-05-2011 and also the **Second Party** shall hereby hand over the Original Agreement to Sell dated 05-05-2011 along with all the documents pertaining to the **Schedule Property** to the custody of the First Party.
4. The **Second Party** hereby confirms that he has not encumbered the **Schedule Property** in any manner nor created any right, title or interest on the **Schedule Property** by entering into any lease/assignment/mortgage or any other agreement.
5. It is agreed that the **First Party** is at liberty to dispose the **Schedule Property** as he deems fit and the **Second Party** has no claim whatsoever over the **Schedule Property** in any form.
6. It is further agreed that this Cancellation of Agreement to Sell has settled in finality all matters related to or in respect of the Agreement to Sell dated 05-05-2011 and that all legal notices, claims and counterclaims, if any, made in respect thereof are deemed to be withdrawn by the respective Parties and have become non est in law.
7. It is also recorded by way of abundant caution that the Agreement to Sell dated 05-05-2011 has now become null and void and no action for specific performance and / or any other relief will lie against any of the Parties hereto.
8. The **First Party** is hereby lawfully entitled to deal with the **Schedule Property** in whatsoever manner he may think fit.

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5538/15-16

9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2nd Cross, Malleswaram, Bangalore – 560 003, to present and admit this Deed executed by the Second Party before the jurisdictional Sub-Registrar in terms of Special Power of Attorney dated 12-07-2012.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by	:	Property belongs to Mr. Ramaiah;
West by	:	Property belongs to Mr. Ramappa.
North by	:	Sanne Amanikere Road;
South by	:	Property belongs to Mr. Narasimhaiah.

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IN WITNESS WHEREOF, the PARTIES have executed this **CANCELLATION OF AGREEMENT TO SELL** in the presence of the witnesses attesting hereunder:

WITNESSES:

1. S/o/Lakshmipathy
Dec

(MUNINANJAPPA)
FIRST PARTY
Rep. by his Regd. GPA
Holder Sri. K. Muniraju

2. S/o/Cupum
Dec

(PRATEEK KUMAR)
SECOND PARTY

Drafted By:

Drafted by me
(NARASIMHA REDDY A.V)
Advocate
KAR 3810/03

Certified ...
Rupees ...
has been ...
Receipt No. ...
S/o.D/o W/o ...

BK 1 5550/15-16

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟವನ್ನು ಒಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಒಂದು ಪುಟವನ್ನು ಹೊಂದಿದೆ
1ನೇ ಪುಟಕ ನಕಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ 10300
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5550/15-16

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23rd day of September Two Thousand and Fifteen (23/09/2015):

BY:

Mr. Muninanjappa,
S/o. Late. Appajappa,
Aged about 48 years,
Maralu Bagilu,Ward No-9,
Devanahalli.
Bangalore Rural District.

Represented by his Registered GPA Holder
Mr. K. Muniraju,
S/o. Late Kempanna,
Aged about 45 years,
R/at Prashanthnagar,
Devanahalli Town,
Bangalore Rural District.

Hereinafter referred to as the **VENDOR** (which term unless repugnant to the context, shall mean and include, his heirs, successors, representatives, administrators and assigns) OF THE ONE PART;

IN FAVOUR OF:

Sri. A. JANARDHANA SHETTY,
S/o Late Sankappa Shetty,
Aged about 72 years,
Residing at No.31A, Imperial Court,
Cunningham Road,
Bangalore – 560 052.

Hereinafter referred to as the **PURCHASER** (which term unless repugnant to the context, shall mean and include his heirs, successors, representatives, administrators and assigns) OF THE OTHER PART;

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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 A. Janardhana Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash
ಒಟ್ಟು :	12570.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
ಶ್ರೀ ಡಿ.ಎಸ್. ಪ್ರಭಾಕರ್ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC, ACTS Pune.

WHEREAS the agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 Guntas (including 0.16 guntas Kharab) in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto, hereinafter referred to as the SCHEDULE PROPERTY is acquired by the VENDOR from its previous owner Sri. N. H. Bahasker Reddy S/o H. P. Shiva Reddy, represented by his GPA holder Mr. Suresh Jain and Smt. Sangeetha Jain, in terms of sale deed dated 01-09-2008, registered as Document No.DNH-1-01727/2009-01, of Book-1, Stored in CD No-DNHD 176, in the office of the Sub-Registrar, Devanahalli.

WHEREAS the SCHEDULE PROPERTY is the self acquired property of the VENDOR and since the date of acquisition VENDOR has been paying taxes to the concerned revenue authorities and revenue records of the SCHEDULE PROPERTY is in the name of the VENDOR in terms of MR No.14/2011-12.

AND WHEREAS thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

AND WHEREAS the VENDOR has executed registered General Power of Attorney in favour of Mr. K. Muniraju S/o Late Kempanna, dated 30.04.2011, registered as document No- DNH-4-00060/2011-12, Stored in DC No- DNHD 223, in the office of the Sub-registrar, Devanahalli, in respect of the aforesaid land delegating all the powers including power of alienation and same is still subsisting.

AND WHEREAS, the Vendor had entered into registered agreement to sell dated 05.05.2011 with one Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, The said agreement to sell is registered in the office of the Sub Registrar, Devanahalli as document No. DNH-1-00530/2011-12, of Book No-

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Print Date & Time : 23-09-2015 12:18:07 PM

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5550

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	420.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty	 2		

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ........ .... (ರೂಪಾಯಿ)........ ... . ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty . (ಬರೆಸಿಕೊಂಡವರು)	 2		
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Muniraju S/o. Late Kempanna . (ಬರೆದುಕೊಡುವವರು)	 2		K. Muni

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

I, Stored in CD No- DNHD223. Subsequently the said Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, have desired to give up his claim/interest under the agreement dated 05.05.2011 and the Vendor who is the owner of the property has also agreed for the same and both are mutually have been cancelled the agreement dated 05.05.2011, vide its cancellation of agreement dated 23.09.2015, regisresterd as document No- 5538/15-16 in the office of the Sub-Registrar, Devanahalli.

AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

(a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind;

(c) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

Based on the said representations, the Purchaser has agreed to purchase the Schedule Property from the Vendor herein and the parties are desirous of reducing the terms agreed into writing.

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ಸ್ಟಾಂಪ್ ಮೌಲ್ಯ: 10,300/- 5550/-

ಒಟ್ಟು ಪುಟಗಳು — 6 —

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o. Kempanna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05550-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧರಣಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

23/09/2015

ಎಂ.ವಿ. ಸತೀಶ್
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

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NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of the price hereby agreed and the advance paid, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase, morefully described in the Schedule herein below and hereinafter referred to as the "**Schedule Property** " subject to the following terms and conditions:-

1. SALE PRICE :

1.1) The total consideration / price payable by the Purchaser to the Vendor for the Schedule Property shall be **Rs.1,25,05,000/- (Rupees One Crore Twenty Five Lakhs Five Thousand Only);**

1.2) Out of the total sale consideration mentioned in sub Clause 1.1 of Clause 1 hereinabove, the Purchaser has paid an advance of **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** to the Vendor in the following manner;

1.3) **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** by way of Cheque bearing No- 946596, dated 22.09.2015 , drawn on Corporation Bank, Bangalore, in favour of Vendor herein.

1.4) The balance amount of the Sale Consideration **i.e. Rs. 50,00 /- (Rupees Five Thousand Only)** shall be paid by the Purchaser to the Vendor at the time of registration of Sale Deed.

2. **TIME FOR COMPLETION:**

2.1) The sale shall be complete within one year from the date entering into this agreement subject obtaining the necessary and required permission/s for conversion of the Schedule mentioned property from agricultural purpose/s to non-agricultural (residential or commercial or industrial) purpose/s

K. Murali

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or for change of land use under the zoning regulations of the Planning Authorities, whichever is later.

2.2) It is agreed to between the Parties that the Schedule Property will be purchased by the Purchaser only upon scrutiny of the entire title documents and upon satisfaction of the title of the Vendor herein.

2.3) It is agreed to between the Parties that the Property shall be registered in the name of the Purchaser or his/she nominee as and when the Vendor establishes a good marketable title over the same.

2.4) Failure on the part of the Vendor to furnish the title documents to the Purchaser in order to establish their title over the Schedule Property the Vendor shall be liable to pay twice the amount of the sale price agreed by the parties herein in Clause 1.1 above.

3. **TITLE / VENDOR'S OBLIGATIONS:**

3.1) The Vendor shall make out and convey a good, marketable and subsisting title in regard to the Schedule Property to the Purchaser;

3.2) The sale of the Schedule Property shall be free from encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

3.3) The Vendor shall pay all rates, taxes and cesses in regard to the Schedule 'Property up to date of sale;

3.4) The Vendor shall convert the schedule property at his own cost and produce necessary documents immediately within one month from today.

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3.5) The Vendor shall produce zonal certificate confirming that the schedule property is situated in a commercial/residential zone.

3.6) The Vendor has assured that purchaser that the schedule property free from all encumbrance, charge, injunction, mortgage and court attachment he has got clear marketable title to the schedule property and he shall be convey clear marketable title in favour of the Purchaser and on this assurance alone the Purchaser has entered into this agreement.

4. **TITLE DEEDS:**

4.1) The sale of the Schedule Property mentioned herein below is subject to the Vendor establishing a good marketable title over the Schedule Property.

4.2) The Vendor shall provide all the necessary documents of title pertaining to the Schedule Property to ascertain and affirm the title of the Vendor herein. The Vendor shall deliver all the original title deeds and other related documents relating to the Schedule Property to the Purchaser at the time of execution of the Deed of Sale.

5. **POSSESSION:**

The Vendor shall deliver vacant possession of the Schedule Property to the Purchaser on the date of execution of Deed of Sale;

6. **EXPENSES:**

6.1) The expenses relating to Stamp Duty and registration charges in regard to the Deed of Conveyance shall be borne by the Purchaser;

6.2) The cost of making out a good and marketable title with all requisite sanctions and clearances shall be borne by the Vendor;

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6.3) It is specially agreed between the parties, incase for any reasons, the parties are to bear stamp duty or penalty in respect of this agreement and the same shall be borne by the Vendor.

7. **NOMINATION:**

The Vendor shall execute a Deed of Sale in regard to the Schedule Property either in favour of the Purchaser and / or her nominee/s and / or her assignees as required by the Purchaser on the same terms;

8. **CONSEQUENCES OF BREACH:**

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach;

A Notarized Copy of this Agreement to Sell shall be in possession of the Vendor.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 guntas (including 0.16 guntas Kharab), in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by : Property belongs to Mr. Ramaiah
West by : Property belongs to Mr. Ramappa,
North by: Sanna Amanikere Road
South by: Property belongs to Mr. Narasimhaiah.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT OF SALE in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

2)

VENDOR
(Rep. GPA Holder K. Muniraju)

PURCHASER

Drafted by Me

A.V. Narasimha Reddy
Advocate
No-121, 1st Floor, Amar Tower,
Gandhinagar,
Bangalore - 560009.

Certified Under Section 1[illegible] of the [illegible] Act 1879
Page 8 of 8
Certified that Rupees [illegible] Stamp Duty has been Collected at the SRO [illegible] Vide Receipt No. [illegible] dated [illegible]
S/o.D/o W/o [illegible] Residing at [illegible]

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BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

I.A.No.3

IN

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. 14/R of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY,
Aged about 41 years,
S/o late N.H.P.Shiva Reddy,
residing at No.C-17,
Kudremukh Colony,
2nd Block, Koramangala,
Bangalore-560 034 ...PLAINTIFF

A N D

1. **SRI.MUNINANJAPPA,**
aged about 49 years,
S/o late Appajappa,
residing at Ward No.9,
Maralubagilu,
Devanahalli Town,
Bangalore Rural District.

2. **SRI.K.MUNIRAJU,**
aged about 44 years,
S/o late Kempanna,

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residing at No.366,
K.M.P. Arcade, 3rd Floor,
R.T.Nagaar Main Road,
Bangalore-560 032

3. **SRI.AYUSH THAPA**
aged about 28 years,
S/o Sri.Mahendra Singh Thapa,
residing at No.187,
Sofia Manzil, 12th Cross,
Dollars Colony,
Bangalore-560 094 ...DEFENDANTS

...

UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, the Plaintiff in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to pass an order of temporary injunction restraining the Defendants No.1 to 3, their agents or anyone acting under them or on behalf of them from in any manner encumbering or alienating the suit schedule property to third parties, pending disposal of the above suit. The Plaintiff further prays for an ad-interim order in like terms pending disposal of the above application, in view of the urgency of the matter, in the interest of justice and equity.

SCHEDULE

All the piece and parcel of the immovable property being agricultural land measuring to an extent of 5 (Five) Acres which is exclusive of 16 guntas of karab landing Survey No.25 situated Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore District and bounded on the :

EAST BY: Property of Ramaiah;

WEST BY: Property of Ramappa;

NORTH BY: Property bearing Survey No.24;

SOUTH BY: Property of Narasimhaiah;

Bangalore,

Date: ADVOCATE FOR PLAINTIFF

injunction is passed, no prejudice will be caused to the Defendants. On the other hand, I will be put to great hardship, inconvenience and justice will suffer. I have got a prima facie case and the balance of convenience is in my favour.

WHEREFORE I pray that this Hon'ble Court be pleased to pass appropriate orders as prayed for in the accompanying application, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true to the best of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFORE ME

Bangalore,

Date:

No. of corrections :

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY ...PLAINTIFF

A N D

SRI.MUNINANJAPPA and others ...DEFENDANTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** aged about 41 years, S/o late N.H.P.Shiva Reddy, residing at No.C-17, Kudremukh Colony, 2nd Block, Koramangala, Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am I in the above case and well conversant with the facts of the case and hence, I am swearing to this affidavit.

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2. I submit that the averments made in the plaint may kindly be read as part and parcel of this affidavit to avoid repetition of facts.

3. I submit that, I am the absolute owner in possession and enjoyment of the property bearing Survey No.25, measuring 5 acres 16 guntas including 16 guntas of karab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is an agricultural land. I have acquired the said property under a Registered Sale Deed, registered as Document No.DNH-1-05035/2004-05, Book I, stored in C.D.No.DNHD39, dated 1-3-2005 from the previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. I submit that the said Anilkumar Gupta, has acquired the above said property under a valid Registered Sale Deed dated 2-12-1994 and 8-12-1994 respectively, registered as document No.2020/1994-95, Book I, volume No.1548 at pages 63 to 68 and document No.2064/1994-95, Book I, volume No.1548 at pages 113 to 116 as an agricultural land. I submit that the R.T.C and mutation entries have been

No. of corrections :

made in my name in the records of the Devanahalli Taluk office for the years 2005 to 2011 in respect of the above said property. Thus I am in peaceful possession and enjoyment of the above said property as absolute owner thereof. The said property is the subject matter of this suit described in the schedule to the plaint.

4. I submit that on 13-10-2011 the Defendant No.1 herein along with some henchmen, coolies and tractors came near the suit schedule property and tried to carryout the agricultural operation illegally. On hearing the same I have rushed to the spot and questioned the high handed and illegal activities of the 1st Defendant. At that time, the 1st Defendant disclosed that, he has got some documents in respect of the suit schedule property. On hearing the same, I was shocked and surprised about the say of the 1st Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1st Defendant and his henchmen. I submit that on 14-10-2011 I have obtained the certified copies of the R.T.C and mutation in respect of the suit schedule property. After going through the

same I came to know that the name of the 1st Defendant has been entered in the Revenue records as per the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore. Then once again I was shocked and surprised and applied for the Certified copy of the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and obtained the same and after going through the same, I came to know that the 1st Defendant herein without having any manner of right, title or interest over any bit of the suit schedule property maneuvered to get the revenue entries in his name and without the knowledge of me obtained the Impugned Order in his favour. Against the said order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore I have preferred a Revision Petition before the Deputy Commissioner, Bangalore Rural District, Bangalore. The said Revision Petition is still pending for adjudication. I submit that again on 8-11-2011 the 1st Defendant along with the Defendants No.2 and 3 and some henchmen came near the suit schedule property and tried to interfere with my peaceful possession and enjoyment of

the schedule property. I once again questioned the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 disclosed that the Defendants No.1 to 3 have got some documents. On hearing the same I once again shocked and surprised and on that day resisted the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 went away declaring that they will come again and oust me from the possession of the suit schedule property. I submit that on 9-11-2011 I have applied for the certified copy of Encumbrance Certificate in the Office of the Sub-Registrar, Devanahalli and on the same day I obtained the certified copy of the Encumbrance Certificate and after going through the same I came to know the illegalities committed by the Defendants No.1 to 3. After I came to know about the illegalities committed by the Defendants No.1 to 3 I have also applied for the alleged documents and obtained the same on the same day itself. After going thorough the one by one alleged documents i.e., the alleged Sale Deed dated 24-7-2009 executed by the alleged G.P.A holders namely Suresh

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Jain, S/o Chagan Jain and Sangeetha Jain W/o Suresh Jain, in favour of the 1st Defendant herein which is registered as document No.DNH-1-01727/2009-10, dated 24-7-2009 and stored in C.D.No.DNHD.176. At no point of time I have executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain. The said persons are strangers to me and also to the suit schedule property. I submit that on the basis of the alleged Sale Deed the 1st Defendant herein has executed the alleged Agreement of Sale in favour of the 2nd Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2nd Defendant acting as a General Power of Attorney holder of the 1st Defendant has executed another Agreement of Sale which is registered as Document No.DNH-1-00530/2011-12 dated 5-5-2011 stored in C.D.No.DNHD-223, are highly illegal, inoperative, void and are liable to be cancelled. As already stated above, I have not executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain.

No. of corrections :

I submit that on the basis of the above said alleged documents the Defendants No.1 to 3 often and often interfering with my peaceful possession and enjoyment of the suit schedule property. Inspite of police Complaint lodged before the jurisdictional police station, the police have not received the Complaint from me, instead the police have advised to me to approach the civil court for the needed relief. I submit that I never received any single paise from the Defendants or from the aforesaid fictitious General Power of Attorney Holders. I submit that I have executed a General Power of Attorney only in respect of Survey No.22 measuring 2 acres 8 guntas, including 8 guntas karab situated at Sanne Ammanikere village, Kasaba Hobli, Devanahalli Taluk in favour of Suresh Jain and Sangeetha Jain, except this I have not executed any other General Power of Attorney in respect of any other property belonging to him either in favour of Suresh Jain and Sangeetha Jain or anybody else. I submit that I am a law abiding citizen. The Defendants are highly influential persons backed with men and money and politically motivated persons. The Defendants by one or the other way to knock off the

valuable property belonging to me and also in order to deprive my legitimate rights, maneuvered to get the revenue entries in their names on the basis of the alleged documents. I submit that unless the Defendants No.1 to 3 are restrained by this Hon'ble Court by an order of permanent injunction, it is difficult for me to resist the illegal and high handed activities of the Defendants, as the Defendants are often and often by interfering with my peaceful possession and enjoyment of the suit schedule property. I further submit that now I reliably came to know the Defendants are making hectic efforts to alienate the suit schedule property to third parties in order to have wrongful gain and to cause wrongful loss to me. Hence I filed this suit to protect my interest in respect of the schedule property.

5. I submit that under the above facts and circumstances it is just and necessary to pass an order of temporary injunction restraining the Defendants, their agents or any one claiming under them from in any manner encumbering and alienating the suit schedule property to third parties. If an order of temporary

No. of corrections :

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BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY,
S/o late N.H.P.Siva Reddy,
aged about 41 years,
Residing at No.C-17,
Kundremukh Coony,
2nd Block, Koramangala,
Bangalore-560 034 ...PETITIONER

A N D

1. **THE TAHSILDAR,**
Devanahalli Taluk,
Devanahalli

2. **THE ASSISTANT COMMISSIONER,**
Doddaballapura Sub-Division,
Podium Block, Vidhana Veedhi
Bangalore-560 001

3. **SRI.MUNINANJAPPA,**
S/o late Appajappa,
aged about 49 years,
residing at No.9,
Maralu Bagilu,
Devanahalli Town,
Bangalore Rural District ...RESPONDENTS

...

UNDER SECTION 136 (3) OF THE KARNATAKA LAND REVENUE ACT, 1964, THE PETITIONER ABOVE NAMED BEGS TO SUBMIT AS FOLLOWS:-

1. The addresses of the parties for the purpose of service of notice, summons etc., from this Hon'ble Court are as shown in the cause title. The Petitioner may also be served through his Advocate **G.N.RAMESH**, Advocate, No.95, 1st Floor, 24th Cross, Opposite to 19th Cross, Cubbonpet Main Road, Bangalore-560 002.

2. The Petitioner above named begs to prefer this Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent on the following among other grounds:

BRIEF FACTS OF THE CASE

3. The Petitioner submits that he is the absolute owner of the property bearing Survey No.25 measuring 5 acres 16 guntas including 16 guntas of kharab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Petitioner has

acquired the above said property under a Registered Sale Deed dated 1-3-2005 from its previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. Since from the date of Purchase, the Petitioner is in peaceful possession and enjoyment of the above said property.

4. The Petitioner submits that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the said property and tried to interfere with the peaceful possession and enjoyment of the Petitioner and tried to carryout agricultural operation illegally. On hearing the same, the Petitioner rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, the Petitioner was shocked and surprised about the say of the 3rd Respondent and with the help of neighbourers and villagers, the Petitioner resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. The Petitioner on 14-10-2011 obtained the R.T.C and mutation in respect

stated above and not intentional. However, the Petitioner has filed a separate application for condonation of delay, in preferring the above Revision Petition.

WHEREFORE, the Petitioner prays that this Hon'ble Court be pleased to call for the records pertaining to the Order dated 4-7-2011 passed in R.A.(D) No.26/2011-12 from the file of the second Respondent and also the records in M.R.No.14/2011-12 dated 1-10-2011 from the file of the first Respondent, set-aside the Impugned Order if the first and second Respondents by allowing this Revision Petition, and to pass such other order or orders as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs, in the interest of justice and equity.

ADVOCATE FOR PETITIONER PETITIONER

VERIFICATION

I, the Petitioner in the above case, do hereby declare and verify that what is stated above is true to the best of my knowledge, information and belief.

Bangalore,

Date: PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

I.A.No.1

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 5 OF THE LIMITATION ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

3. I submit that to-day I have filed the above Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent.

4. I submit that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the aforesaid property belonging to me and tried to interfere with my peaceful possession and enjoyment and tried to carryout agricultural operation illegally. On hearing the same, I rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, I was shocked and surprised about the say of the 3rd Respondent and with the help of my neighbourers and villagers; I have resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. I submit that, on 14-10-2011, I have obtained the R.T.C and mutation in respect of the aforesaid property. After

No. of corrections:

going through the same, I obtained the Order from the 2nd Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2nd Respondent, I have applied for the certified copy of the above said order and obtained the same. After going through the said Order, I once again shocked and surprised about the illegal act committed by the Respondent No.3. I submit that, the 3rd Respondent has no manner of right, title or interest over the entire extent of land because at no point of time I have alienated the above said property in favour of the 3rd Respondent herein. The 3rd Respondent herein in order to deprive my legitimate right has maneuvered to get the revenue entries in his name on the basis of the alleged documents. The alleged documents on the basis of which the 3rd Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2nd Respondent is highly illegal, inoperative, void and the same is liable to be set-aside.

5. I submit that as stated above, till 13-10-2011 I am not aware of the Impugned Order of the 2nd Respondent. I submit that I am not a party to the proceedings before the 2nd Respondent. I submit that the delay in preferring the above appeal is for the above said bonafide and beyond my control. I submit that the delay, if any, in preferring the above appeal is not condoned, I will be put to greater hardship, inconvenience and loss and my very

No. of corrections:

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property rights will be deprived off. On the other hand no prejudice will be caused to the Respondent No.3 or anybody else, if this application is allowed. I have got good grounds to be urged before this Hon'ble Court.

WHEREFORE, I pray that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above appeal, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true and correct to the best to of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFOREME

Bangalore,

Date:

No. of corrections:

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BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

I.A.No.2

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 55 OF THE KARNATAKA LAND REVENUE ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to stay the operation of the Impugned Order in R.A.(D) 26/11-12 dated 4-7-2011 and M.R.No.14/2011-12, passed by the 1st and 2nd Respondent in respect of the Survey No.25 measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, pending disposal of the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

CRNO 450/06
25/02/06

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[illegible]
[illegible] Devanahalli
[illegible]

[illegible] THIS [illegible] 3 UNDER [illegible] ANY OTHER PROVISION OF [illegible] ANCE WITH LAW IN THE

[illegible]

[illegible] Devanahalli
[illegible]

[illegible] submitted [illegible] complaint [illegible]

TRUE COPY
EXAMINER

367

1. Copy applied on 25/02/16
2. Receiving
3. Copy ready
14/03/16
27/02/16
27/02/16
27/02/16
xerox

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ

(ದಂಡಪ್ರಕ್ರಿಯ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli,Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವೃತ್ತ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

ಅಪರಾಧ ಸಂಖ್ಯೆ : 0008/2016 ಪ್ರ.ವ.ವ.ದಿನಾಂಕ : 18/01/2016

2. ಕಾಯ್ದೆ ಮತ್ತು ಕಲಂಗಳು : IPC 1860 (U/s-406,418,420,34)

3. (a) ಕೃತ್ಯ ನಡೆದ ದಿನ : Wednesday ದಿನಾಂಕ ದಿಂದ : 23/09/2015 ದಿನಾಂಕ ವರೆಗೆ : 23/09/2015

ವೇಳೆಯಿಂದ : 11:00:00 ವೇಳೆಯವರೆಗೆ : 13:00:00

(b) ಠಾಣೆಯಲ್ಲಿ ವರ್ತಮಾನ ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕ : 18/01/2016 12:30:00 ಬರವಣಿಗೆಯಲ್ಲಿ / ಹೇಳಿಕೆ :

Judicial/Magistrate reference

(c) ಪಿರ್ಯಾದುದಾರ / ಬಾತ್ಮೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

(d) ಜನರಲ್ ಡೈರಿ ಉಲ್ಲೇಖ ಸಂಖ್ಯೆ ಮತ್ತು ಸಮಯ : 1 , 12:30:00

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Talluk, Bengaluru District, Karnataka, 562110

(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South

(c) ಗ್ರಾಮ : TALUK OFFICE ಗಸ್ತಿನ ಹೆಸರು : 1 st BEAT

(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿರ್ಯಾದುದಾರ/ಬಾತ್ಮೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ: : Farmer

(d) ಧರ್ಮ : (e) ಜಾತಿ :

(f) ಫ್ಯಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್: :

(h) ದೂರವಾಣಿ : (i)ರಾಷ್ಟ್ರೀಯತೆ : India

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received on 18.1.16 at 5.30 pm in the open court hours PC 4661 of DPS with our endorsement 18/1/16

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(k) ವಿಳಾಸ : Bidaluru
Village.,Kasaba
Hobali, Devanahalli
Tq. , Bengaluru
District ,
Karnataka-562110

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರ ಖುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್

seen

6. ಗೊತ್ತಿರುವ / ಅನುಮಾನಿತ/ಅಪರಿಚಿತ ವ್ಯಕ್ತಿಯ ಪೂರ್ತಿ ವಿವರಗಳು

Sl.No.	ಹೆಸರು / ತಂದೆಯ ಹೆಸರು / ಜಾತಿ / ವಿಳಾಸ	ವಿಧ	ವ್ಯಕ್ತಿಯ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1	Muniraju K(A1) ,Prashanth Nagar,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Adult	Male	49	
2	Muninanjappa(A2) ,Maralubagilu,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Common man	Male	52	
3	Janardhan Shetty A(A3) ,No 31 a Imperial court,Kanningham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೊಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

Sl.No	Property Type	Item description	Estimated Value (in Rs.)
1			

ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

9. ಪಂಚನಾಮ ವರದಿ / ಯು.ಡಿ. ಕೇಸ್. ಸಂಖ್ಯೆ :

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದಿಂದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ, ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸಣ್ಣಅಮಾಸಿಕೆರೆ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾರಿ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೊಂದಾಯಿತ ಫವರ್ ಆಫ್ ಅಟಾರ್ನಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೊಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾಧಿನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾಧೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಂದು ಸದರಿಯವರ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

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11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿರ್ಯಾದಿಯವರಿಗೆ ಅವರದೆ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟೆಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಧಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ 157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪಿರ್ಯಾದಿಯ ಸಹಿ/ ಹೆಬ್ಬೆರಳಿನ ಗುರುತು

13. ನ್ಯಾಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸಿದ ದಿನಾಂಕ ಮತ್ತು ಸಮಯ : 18/01/2016 13:00:00

14. ನ್ಯಾಯಾಲಯಕ್ಕೆ ತೆಗೆದುಕೊಂಡು ಹೋದ ಪಿಸಿ/ ಹೆಚ್.ಸಿ : MUTHAPPA R , PC 4661

ಓದಿ ಹೇಳಲಾಗಿ ಕೇಳಲಾಗಿ ಸರಿಯಿದೆ

ಠಾಣಾಧಿಕಾರಿಯ ಸಹಿ

ಆರಕ್ಷಕ ಉಪ ನಿರೀಕ್ಷಕರು
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ
ಬೆಂಗಳೂರು ನಗರ
ಹೆಸರು: NANDISH - PSI

TRUE COPY

ಉಪ ನಿರೀಕ್ಷಕರು
EXAMINER

(1) 363

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan B.R
S/o Ramamurthy
Aged about 37 years
Residents of Bidaluru village,
Kasaba Hobli,
Devanahalli Taluk
Bangalore Rural District. Complainant

And

1. K. Muniraju
S/o Kempanna
Aged about 49 years
Resident of Prashanthnagar,
Devanahalli Town
And
The Chariman of Akash International School and Founder Secretary of Akash Institute of Medical Science and Research Center.

2. Muninajappa
S/o Appajappa
Aged about 52 years
Residing at Maralabagilu,
Ward No.9, Devanahalli Town.

3. A Janardhan Shetty
S/o Sankappa Shetty
Aged about 72 years
Residing at No. 31 A, Imperial Court,
Kanningham Road, Bangalore 560052. Accused

Court present and presented the court u/s 200 of Cr PC. Perused. Registers as PCR. Involving Section 156(3) of Cr PC the court is referred to ACP, Devanahalli & to submit report by 20/2/16
21/12/15

MEMORANDUM OF PRIVATE COMPLAINT UNDER SECTION 200 OF CODE OF CRIMINAL PROCEDURE.

The Complainant above named begs to submit as under:

1. That the complainant herein is farmer and he also involved in the business of real estate in and around Devanahalli. Since, he is involved in such type of business he use of sell and buy lands legally.

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2. It is pertinent to state that Accused no.1 being relative and well reputed person in Devanahalli, he offered to sell his land bearing Sy.. No. 25 measuring to an extent of 5 acres (and also 16 guntas of kharab land) situated at Sanne Annanikere Village, Kasaba Hobli, Devanahalli Taluk. At the intervention of the mediators/brokers negotiation was done and thereafter the Accused no. 1 had agreed and accepted to sell his property for the valuable sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only).

3. The complainant submits that, subsequent to obtaining of relevant documents relating to the property mentioned above on 30-04-2011, the said property was acquired by the Accused no. 1 by way of Registered General Power of Attorney which was duly registered in the office of the Sub Registrar, Devanahalli vide Document no. DNH-4-00060/2011-12 of book No. IV, stored on CD No. DNHD-223.

4. The complainant further submits that, subsequent to verification of relevant documents both complainant and Accused no. 1 along with mediators have fixed the date for getting registration of the property in favor of complainant herein. On 26-07-2013 date was fixed for registration of the property and on the same day itself the complainant has been paid total sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only) by way of cash to the accused no.1 with the presence of mediators and witnesses and which was duly registered in the office of Sub Registrar Devanahalli vide Document no. P-3941/2013-14. Further, the document is not yet released, since the matter is pending before the District Registrar on the ground that duty and penalty of the document.

5. The complainant submits that, on the date of registration of the property itself the vacant and physical possession of the property has been delivered to the complainant but the Accused no. 1 had agreed and accepted that subsequent to registration of the property he will put barbed fence to the entire property.

6. The Complainant further submits that, when the things stood at this juncture **the accused No. 1 to 2 with common intention to knock out the entire extent of property i.e, land measuring 5 acres 16 guntas (includes kharab),** have prepared frivolous, collusive documents, including registered Agreement to Sell which is duly registered in the office of the Sub-Registrar for a valuable sale consideration of Rs. 1,25,05,000/- (Rupees One Crore Twenty Five Lakh Five Thousand only) vide document no. DNH-1-5550/2015-16 C D No. DNHD561 dated: 23-09-2015, which amounts to cheating and criminal mis-breach of trust. It is pertinent to submit that, only after registration of the property the complainant came to know that the civil disputes.

7. The complainant also submit that in the mean time suppressing all these proceedings and to nullify the court orders the accused no. 1 to 3 have created collusive Agreement to sell and Hence all the accused persons herein have been committing the offence one after the other continuously, with the sole intention to knock out the valuable property of the complainant.

8. The complainant submit that, when the said aspect came to the light of complainant immediately on 16-12-2015, he rushed to jurisdictional police and lodged complaint against the accused herein and on that day itself the police have issued an acknowledgment for having received the same. But till today the jurisdictional police have failed to take any steps against the accused and they have failed to bestow justice to the complainant.

9. From the overall above conduct of Accused No. 1 to 3 herein, that they have common intention to defraud, and to knock out the valuable 5 acres 16 guntas of land in Sanne Amanikere village, belongs to Complainant which is worth of more than 6 crores, and have committed series of offences in the process. The accused No.1 to 3 have definitely guided by illegal and irrelevant considerations by mis using and abusing the statutory power and position of chairman of the Institution and have not only got themselves enriched and caused undue harm and hard ship to

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complainant. The accused No. 1 to 3 in order to knock out valuable properties measuring 5 acre 16 guntas in Sanne Amanikere village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District have committed offences punishable under sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 and accordingly an investigation is required by this Hon'ble Court. Hence, the accused have involved such type of criminal breach of trust by way of cheating a person whose interest the offender was bound, either by law or by legal contract, to protect and, have cheated and thereby dishonestly including delivery of the property.

Wherefore, the Complainant humbly pray this Hon'ble Court to take cognizance of the offences against the accused No. 1 to 3 under sections sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 or under any other provision of law and try them and punish them in accordance with law, in the interest of justice.

Devanahalli

Date : 21/12/2015

Complainant

Counsel for Complainant

IN THE COU

Between

M.athusudha

AND

M.Eranna

1. Sri

S/o

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2. Va

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R

K

Dev

Date

IN THE COURT OF THE PRINICIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Madhusudhan — Complainant

AND

Muniraju K and another — Accused

LIST OF WITNESSESS

1. Sri Vinod
   S/o Kempanna
   Aged about 30 years
   Residing at Shanapppanahalli Village
   Kundana Hobli, Devnahalli Taluk.

2. Vasanth kumar
   S/o Munipapiah
   Aged about 37 years
   Residing at Byachapura Village
   Kasaba Hobli, Devanahalli Taluk

Devanahalli

Dated: 21.12.2015

Advocate for Complainant

TRUE COPY

EXAMINER

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05102/2016

14/03/16

07/02/16.

27/02/16

27/02/16

Xerox

Premraj

357

To,

Date-25-1-2017

Hon'ble Justice (Retd)
R.M Lodha Committee
(In the matter of PACL Limited)
The Ashok, Anexe Building (Oudh Corridor)
50-B, Chanakyapuri,
New Delhi-110021

From,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562 110
Ph-09632097999

Respected sir,

Subject:- Request to draw my property situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District of Karnataka State, Bearing immovable property land in Sy no.25 an extent of 5 acre.

I am the actual owner and in physical possession of the said land bearing Sy No.25 an extent of 5 acres 16 guntas. Recently the news has been spread in the locality of my property and on hearing such news of the properties kept for auction of sale in and around of my land. I got verified and accordingly went behind information and learnt on obtaining the news paper through online that the committee has been formed and land belongs PACL has been meant for auction sale. Prior to this neither I did not have knowledge nor information with regard to same.

That I am an agriculturist and with a plan and object I invested my hard earned money towards purchase of the above said land from my vendor being represented by his GPA holder vide

registered sale deed dated 27/07/2013. Prior to proceedings for purchase I got it verified and obtained legal opinion and learnt that whatever the agreement and GPA executed by the owner of the land came to be cancelled and thereafter fresh registered GPA has been executed in favour of one Muniraju.K and after confirmation right of my vendor and empower of Muniraju.K to convey the land has proceeded to purchase.

That the PACL company or any of its representatives is in no way connected to this property and they did not have any title documents in their favour nor possession, as earlier they only an agreement holder in the name of one Pratheek Kumar and same came to be cancelled on 23/09/2015, prior to the sale in my favour. The non-existent of right in their favour is apparent, on the other hand right and ownership of me is clear as per the sale deed and till date the revenue entries is standing in the name of my vendor Muninanjappa.

However the said aspect is not scrutinized by CBI nor the concerned authorities and keeping me in darkness published in the news paper and online keeping the property for auction alleging that it pertains to PACL limited.

It is also pertinent to place that civil disputes in connection with the said land of me is also pending in consideration before the Senior Civil Judge at Devanahalli in OS No.14/2012, before the Deputy Commissioner, Bangalore Rural District in RP No.63/2011-12 and Private Complaint in PCR No.639/2015 before the JMFC at Devanahalli.

It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number of properties 272 pertaining to Karnataka state in MR number column 24755-16.

That besides requesting this Hon'ble committee through placing information I have also forwarded the copy of this representation cum request application to the CBI, New Delhi and UTI infrastructure Technology Services Ltd.

Thanking You

(Madhusudhan B.R)

Your's faithfully

ENCLOSED:-

1. Search document (My property is marked in marker)
2. Copy of registered sale deed dated 27/07/2013
3. Present RTC standing in the name of my vendor Muninanjappa
4. Copy of document indicating cancellation of agreement holded by Pratheek Kumar through registered cancellation of agreement to sell dated 22/09/2015
5. Copy of IA No.3 in OS No.14/2012
6. Copy of petition in case number RP NO.63/2011-12
7. Copy of private complaint in PCR No.639/2015 before JMFC at Devanahalli.

COPY TO:-

1). CBI
Central Bureau of Investigation
Plat No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
New Delhi-110 003

2). CBI
Central Bureau of Investigation
36, Bellary Road, Dena Bank Colony,
Ganga Nagar, Bengaluru,
Karnataka-560 032

3) UTI Infrastructure Technology and Services Ltd,
Ground Floor, 'A' Wing, Kapoor Apartment,
No.1, Junction of Punjabi Lane and Chadavarkar Road,
B/h Om Shanthi Chowk,

354

Borivali West, Mumbai,
Maharashtra-400092

And also at

UTI Infrastructure Technology and Services Ltd
No.1/28, G floor, Sunlight Building,
Asaf Ali Road, New Delhi Metro Station area,
New Delhi, Delhi- 110002

UTI Infrastructure Technology and Services Ltd
No.6, Cambridge Road, Second Floor,
Opposite Annes College, Ulsoor,
Bengaluru, Karnataka-560 008

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GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
STATE	Karnataka	DISTRICT	Bengaluru Rural
TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show | View Selected Properties

NO. OF PROPERTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EOI
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS	1	Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING D'TD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	EOI
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Raod, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Banglore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Banglore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	View	EOI
10189-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no. 187, RMV II stage, 12th Cross dollars colony, Bangalore-560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural, Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	32/17 (4.00) acre	View	EOI
[illegible]	[illegible]	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Hanna Rashid Talwar r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Munraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanahalli Karnataka	5.77[illegible] Acre 3[illegible] Gunta	Karnataka	Benga[illegible] Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.35), 212/1 (1.03) Acre/Gunta	View	EOI

P 3941/13-14

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ನಕಲು ಪಿ.ಓ. ಸ್ವಾಧೀನ ಪಡಿಸಿಕೊಂಡಿದೆ
1ನೇ ಪುಟದ ನಕಲು ಮೂಲ ಪ್ರತಿ P.3941
13-14

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made & executed on this the TWENTY-SIXTH DAY OF JULY YEAR TWO THOUSAND THIRTEEN **(26-07-2013)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Sri, Appajappa,
Aged about 50 Years
Residing at Maralabagilu, Ward No.9,
Devanahalli Town,
Bangalore Rural District.

Hereinafter called the **VENDOR**, which expression unless repugnant to the context otherwise shall mean and include their legal heirs, legal representatives, executors, agents, nominees, assigns, administrators, successors-in-interest etc., on the One Part.

Represented by his Registered GPA Holder Sri. K. MUNIRAJU, Aged about 46 Years, S/o Late Kempanna, residing at No.366, K.M.P. Arcade, 3rd Floor, R. T. Nagar Main Road, R. T. Nagar, Bangalore – 560 032, in terms of Document No.DNH-4-00060/2011-12, dated 30-04-2011, of Book-IV, stored in CD No.DNHD223, in the Office of the Sub-Registrar, Devanahalli.

IN FAVOUR OF:

Sri. B. R. MADHU SUDHAN,
S/o B. N. Rama Murthy,
Aged about 33 Years,
Residing at Bidaluru Village,
Kasaba Hobli, Devanahalli Taluk.
Bangalore Rural District, PIN-562 110.

K Muni

(351)

ಸಂ. P.3941

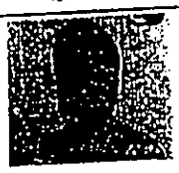
Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಆಂಜನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

Hereinafter called the **PURCHASER**, which expression unless repugnant to the context otherwise shall mean and include his legal heirs, legal representatives executors, administrators, successors-in-interest, nominees, agents, etc., on the Other Part.

WHEREAS the VENDOR herein is the absolute owner in actual, peaceful and in physical possession and enjoyment of the Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanne Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is more fully described in the Schedule hereunder, and the same hereinafter referred to as 'Schedule Property', for the sake of brevity and clarity.

WHEREAS the Schedule Property was originally an Inam Land belonging to Lord Hanumantha Temple which one Sri. Narayanappa being the Cultivator, who filed an application before the Land Tribunal in LRF(INA) 260,173/1980-81 to grant the Schedule Property in his favour. The Land Tribunal in its Order dated 10-05-1982 considered his application and granted him Hiduvali Rights over the Schedule Property. Subsequently, the Revenue Records were changed in the name of the said Sri. Narayanappa.

WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.

WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 and 08-12-1994 respectively, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. Anil Kumar Gupta in terms of M. R. No.07/1995-96 and M.R. No.08/1995-96 respectively.

(349)

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ಕಂಪ್ಯೂಟರ್ ಸಂಖ್ಯೆ P 3941/13-14

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಕಿಂಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	
2	ವಿನೋದ್ ಬಿನ್ ಕಿಂಪಣ್ಣ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	Vinod

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

WHEREAS subsequently, the said Sri. Anil Kumar Gupta sold the Schedule Property in favour of one Sri. N. H. Bhaskar Reddy for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-05035/2004-05 dated 01-03-2005, of Book-I and stored in CD No.DNHD39, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. N. H. Bhaskar Reddy in terms of M. R. No.117/2005-06.

WHEREAS subsequently, the said Sri. N. H. Bhaskar Reddy through his GPA Holder Sri. Suresh Jain, sold the Schedule Property in favour of the Vendor herein for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-01727/2009-10 dated 24-07-2009, of Book-I and stored in CD No.DNHD176, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the Vendor herein.

All the revenue records are standing in the name of Vendor herein and he is in possession and enjoyment of the property by paying land revenue to the Government as owner thereof.

WHEREAS the Khata/mutations in respect of the Schedule Property are standing in the name of vendor in the revenue records of the Revenue Authorities. The VENDOR is paying the taxes regularly in respect of the Schedule property to the Concerned Authorities as owners in possession and enjoyment of the Schedule property.

WHEREAS, the VENDOR is in need of funds for his, legal and family necessities, has offered for sale of the Schedule Property and the PURCHASER has accepted the offer made by the VENDOR and agreed to purchase the Schedule mentioned property.

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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 ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ , ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ನಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C- DAC ACTS Pune.

WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

a) That the Vendor is the absolute owner and is in possession and enjoyment and personal occupation of the Schedule Property;

b) That the title of the Vendor to the Schedule Property hereby conveyed is absolute, good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

c) 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 Schedule Property hereby conveyed;

d) That the Schedule Property is not subjected to any attachments before or after Judgment, encumbrances, Court proceedings in execution or otherwise, mortgages, charge or lien or minor claim;

e) That the Vendor has not entered into any agreement/arrangement for sale or transfer of the Schedule Property or portions thereof with anyone else;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) The Vendor declares that he is an agriculturist and belongs to a family of agriculturists and no proceedings under sections 79A, 79B and 80 or under any of the Provisions of the Karnataka Land Reforms Act are pending in respect of the Schedule Property or portions thereof before any Authority.

h) That the Schedule Property is not a property 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;

i) That the Vendor has paid the land revenue, taxes and other statutory charges with regard to the Schedule Property;

j) That the Vendor does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax, which would affect their title to the Schedule Property;

WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and agreement and in consideration of the Purchaser having paid the entire mutually agreed sale consideration of **Rs.49,00,000/- (Rupees Forty-nine Lakhs Only)** by way of Cash on various dates, to the Vendor herein, in the presence of the witnesses attesting hereunder, which the Vendor, hereby acknowledges, acquits and discharges the Purchaser of such payment, the Vendor as the full, absolute, sole, exclusive, beneficial owner of the Schedule Property, hereby convey, sell, transfer, alienate, grant, assign UNTO the Purchaser all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its full, absolute, sole, exclusive, beneficial owner thereof with all privileges, benefits, easements, heriditaments and absolutely free from encumbrances of whatsoever nature, subject to the covenants hereinafter appearing:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the

income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

b) The Vendor has this day delivered the vacant physical possession of the Schedule Property to the Purchaser, pursuant to this sale deed and the Purchaser hereby acknowledges having taken the vacant possession of the Schedule Property.

c) The Vendor has no objection for the Purchaser approaching the relevant Revenue Authorities, Thasildar, seeking transfer/registration of Khatha and the Special Deputy Commissioner, Bangalore for conversion in the name of the Purchaser herein in regard to the Schedule Property and for payment of taxes by the Purchaser herein.

d) The Purchaser shall be liable to pay all out goings in regard to the Schedule Property including taxes due to the Revenue Authorities, for the purposes of registration of Khatha in regard to the Schedule Property.

e) Subject to the Purchaser discharging the obligations and observing the terms and conditions contained herein, the Vendor covenants with the Purchaser that the Purchaser shall be entitled to hold, possess, build upon and enjoy the Schedule Property, as its full, absolute, beneficial, exclusive owner thereof.

f) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss, liability, 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 or by breach of the covenants herein above contained or against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the

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Schedule Property by the Purchaser or if any proceedings commenced by any person or persons or by any statutory authorities;

g) The Vendor hereby represents that the Schedule Property hereby conveyed, is absolutely free from encumbrances of whatsoever nature and free from any claims, attachments, etc.

h) The Vendor will do and execute at the request and the cost of the Purchaser, all such other acts and deeds and things, as may be required, for more fully and perfectly assuring the title of the Purchaser in relation to the Schedule Property, which is hereby conveyed, pursuant to and under this sale deed.

i) That the Vendor has delivered to the Purchaser all the original title deeds relating to the Schedule Property along with the copies of all the relevant/incidental records supporting the title of the Vendor pertaining to the Schedule Property on the date of registration of this Sale Deed;

j) The expenses of stamp duty and registration charges of this sale deed are borne by the Purchaser herein exclusively.

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East by	:	Property of Ramaiah;
West by	:	Property of Ramappa;
North by	:	Sanna Amanikere Road;
South by	:	Property of Narasimhaiah.

In witness whereof the VENDOR, and the PURCHASER have affixed their signatures to this Deed of Sale on the day, month and year first above written at Devanahalli.

WITNESSES:

1. S/o Chappan Devanahalli

2. S/o Chappan Devanahalli

(MUNINANJAPPA)
VENDOR
Rep. by his Regd. GPA Holder
Sri. K. MUNIRAJU

(B. R. MADHU SUDHAN)
PURCHASER

Drafted by:

ಗ್ರಾಮ ನಮೂನೆ 9 1359735297 ರೆಕಾರ್ಡ್ ಆಫ್

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು: ಹೋಬಳಿ:

Version 0.0.0

1. ಸರ್ವೆ ನಂಬರು	3. ಬೇತವಾರು	ಎಕರೆ	ಗುಂಟೆ	ಆ	4. ಕಂದಾಯ	ಕಸಬೆ
	ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ				(ಅ) ಭೂ ಕಂದಾಯ	
	ಪೂಟ್ ಖರಾಬ್ (ಅ)				(ಬ) ಜೋಡಿ	
	ಪೂಟ್ ಖರಾಬ್ (ಬ)	5.16.00.00			(ಕ) ಸೆಸ್ಸುಗಳು	9.05
	ಉಳಿದದ್ದು	0.16.00.00			(ಡ) ನೀರಿನ ದರ	
2. ಹಿಸ್ಸಾ		5.00.00.00			ಒಟ್ಟು	

ದಣದನಹಳ್ಳಿ

5. ಮಣ್ಣಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ			8. ಬೇತುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿಯಸ್ತೀರ್ಣ				
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು	
ಕೆಂಪು								
6. ಪಟ್ಟಾ								
ಸರ್ಕಾರಿ								

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ ವಿಸ್ತೀರ್ಣ 4 ಎ	ಗುಂ	ಗು 5
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾಡಸ್ಟೆ	ಸ್ವಂತ			

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK 5538/15-16

ನಕಲು ಪ್ರತಿ ಇಟ್ಟಿರುವುದಾಗಿ ಪ್ರಮಾಣವನ್ನು ಹೊಂದಿದೆ
ದಿನಾಂಕ 10.2.19
5538/15-16
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ಈ ದಸ್ತಾವೇಜು ...9... ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

DEED OF CANCELLATION OF AGREEMENT TO SELL

This **DEED OF CANCELLATION of AGREEMENT TO SELL** is made and executed on this the TWENTY-SECOND DAY OF SEPTEMBER YEAR TWO THOUSAND FIFTEEN **(22-09-2015)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Appajappa,
Aged about 52 Years,
Residing at Maralubagilu,
Ward No.9, Devanahalli,
Bangalore Rural District.

Represented by his Registered GPA Holder

Sri. K. MUNIRAJU,
Aged about 48 Years,
Son of Late Sri. Kempanna,
No.366, Matadahalli,
R T Nagar Main Road,
Bangalore – 560 032.

hereinafter referred to as the **First Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors in interest and title and assigns) of the ONE PART:

AND:

Sri. PRATEEK KUMAR,
Son of Mr. Praful Kumar,
Aged about 47 years,
Residing at Row House No.1,
Gold Field Enclave,
South Main Road,
Koregoan Park, PUNE – 411 001.

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5538/15-16

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 Sri. Munihanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ವಿಗಣಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS Pune.

hereinafter referred to as the **Second Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives or assignees thereof) of the OTHER PART:

WHEREAS the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of **Rs.3,00,00,000/-** (Rupees Three Crores Only) which was registered as Document No.DNH-1-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the **First Party** has agreed to sell to the **Second Party** agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto hereinafter referred to as the **Schedule Property**.

WHEREAS in terms of the above agreement the **Second Party** had paid a sum of **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) by Cheque No.890642 dated 23-04-2011 drawn on IDBI Bank, Yerawada, Pune, as earnest money/part sale price to purchase the **Schedule Property**.

WHEREAS due to certain issues and difficulties arising out of the said transaction, the **Second Party** could not honour the above agreement and execute the Sale Deed / Deed of Conveyance in favour of the **First Party,** the **Parties** herein have decided to cancel the said Agreement to Sell dated 05-05-2011, which is accepted by both the Parties herein.

WHEREAS in consideration of the circumstances stated above, the Parties hereto have mutually agreed without any dissent, that it is in the interest of all concerned that the Agreement to Sell dated 05-05-2011 entered into between the **First Party** and the **Second Party** is hereby cancelled;

(337)

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Print Date & Time 23-09-2015 17:00:06 PM

5538/1576

ದಸ್ತಾವೇಜು ನಂಬ್ರ 5538

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಸೋಂದರ್ಶನ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	315.00
3	ಎರಿಯೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು	550.00

ಶ್ರೀ Sri Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri K. Muniraju S/o Late Kempanna ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. [illegible] S/o Late Kempanna			K.Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟವರಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sr. K. Muniraju S/o Late Kempanna . (ಬರೆಸಿಕೊಂಡವರು)			K.Muni
2	Sri Prateek Kumar S/o Praful Kumar Rep by SPA Holder Mr B. Nagarajappa . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

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5538/15-16

WHEREAS in pursuance of the said cancellation of Agreement to Sell dated 05-05-2011, the **First Party** has this day refunded the entire consideration paid by the **Second Party** in full and final settlement of all his claims of any nature whatsoever;

WHEREAS the Parties have thought it fit and convenient to record the cancellation of the Agreement to Sell dated 05-05-2011 in writing;

NOW THEREFORE THIS CANCELLATION OF AGREEMENT TO SELL WITNESSETH AS UNDER:

1. It is hereby agreed and accepted by all that the Agreement to Sell dated 05-05-2011 entered into between K. Muniraju and Prateek Kumar hereby stands CANCELLED.
2. The **Second Party** hereby confirms having received the entire consideration **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) paid by him under the said Agreement to Sell dated 05-05-2011 from the **First Party** in the following manner:
   - **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** by way of Cheque No.087449 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party;
   - **Rs.1,49,50,000/- (Rupees One Crore Twelve Lakhs Eighty-one Thousand Two Hundred & Fifty Only)** by way of Cheque No.087450 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party, in full and final settlement of all his claims of any nature whatsoever.

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5538/15-16

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ಸೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05538-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ಪೇ ಧರಣಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸ್ಕ್ಯಾನ್‌ಮಾಡಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

3. The Parties hereby agree and affirm that each of them have no claim of whatsoever nature against the other under or in respect of the afore-mentioned Agreement to Sell dated 05-05-2011 or towards costs or expenses incurred by them towards or in pursuance of the Agreement to Sell dated 05-05-2011 and also the **Second Party** shall hereby hand over the Original Agreement to Sell dated 05-05-2011 along with all the documents pertaining to the **Schedule Property** to the custody of the First Party.
4. The **Second Party** hereby confirms that he has not encumbered the **Schedule Property** in any manner nor created any right, title or interest on the **Schedule Property** by entering into any lease/assignment/mortgage or any other agreement.
5. It is agreed that the **First Party** is at liberty to dispose the **Schedule Property** as he deems fit and the **Second Party** has no claim whatsoever over the **Schedule Property** in any form.
6. It is further agreed that this Cancellation of Agreement to Sell has settled in finality all matters related to or in respect of the Agreement to Sell dated 05-05-2011 and that all legal notices, claims and counterclaims, if any, made in respect thereof are deemed to be withdrawn by the respective Parties and have become non est in law.
7. It is also recorded by way of abundant caution that the Agreement to Sell dated 05-05-2011 has now become null and void and no action for specific performance and / or any other relief will lie against any of the Parties hereto.
8. The **First Party** is hereby lawfully entitled to deal with the **Schedule Property** in whatsoever manner he may think fit.

9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2nd Cross, Malleswaram, Bangalore – 560 003, to present and admit this Deed executed by the Second Party before the jurisdictional Sub-Registrar in terms of Special Power of Attorney dated 12-07-2012.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by	:	Property belongs to Mr. Ramaiah;
West by	:	Property belongs to Mr. Ramappa.
North by	:	Sanne Amanikere Road;
South by	:	Property belongs to Mr. Narasimhaiah.

(232)

5538/15-16

10899
16-17

IN WITNESS WHEREOF, the PARTIES have executed this **CANCELLATION OF AGREEMENT TO SELL** in the presence of the witnesses attesting hereunder:

WITNESSES:

1. S/o Kadappanahally

(MUNINANJAPPA)
FIRST PARTY
Rep. by his Regd. GPA
Holder Sri. K. Muniraju

2. S/o Lakshman

(PRATEEK KUMAR)
SECOND PARTY

Drafted By:

Drafted by me
(NARASIMHA REDDY.V)
Advocate
KAR 3810/03

Certified under Section ... of the ...
Certified ...
Rupees ...
has been ...
Receipt No. ...
S/o.D/o W/o. ...
... Stamp duty
... Stamp Paid vide
... at ...

[redacted]

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಒಂದು ಪುಟಕ್ಕೆ ರೂ. 10.00 ಹಣ ಪಾವತಿಸಿದೆ

1ನೇ ಪುಟದ ನಕಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ 10300 (6-17)

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23rd day of September Two Thousand and Fifteen (23/09/2015):

BY:

Mr. Muninanjappa,
S/o. Late. Appajappa,
Aged about 48 years,
Maralu Bagilu,Ward No-9,
Devanahalli.
Bangalore Rural District.

Represented by his Registered GPA Holder
Mr. K. Muniraju,
S/o. Late Kempanna,
Aged about 45 years,
R/at Prashanthnagar,
Devanahalli Town,
Bangalore Rural District.

Hereinafter referred to as the **VENDOR** (which term unless repugnant to the context, shall mean and include, his heirs, successors, representatives, administrators and assigns) OF THE ONE PART;

IN FAVOUR OF:

Sri. A. JANARDHANA SHETTY,
S/o Late Sankappa Shetty,
Aged about 72 years,
Residing at No.31A, Imperial Court,
Cunningham Road,
Bangalore – 560 052.

Hereinafter referred to as the **PURCHASER** (which term unless repugnant to the context, shall mean and include his heirs, successors, representatives, administrators and assigns) OF THE OTHER PART;

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 A. Janardhana Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash
ಒಟ್ಟು :	12570.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC ACTS Pune.

329

WHEREAS the agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 Guntas (including 0.16 guntas Kharab) in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto, hereinafter referred to as the SCHEDULE PROPERTY is acquired by the VENDOR from its previous owner Sri. N. H. Bahasker Reddy S/o H. P. Shiva Reddy, represented by his GPA holder Mr. Suresh Jain and Smt. Sangeetha Jain, in terms of sale deed dated 01-09-2008, registered as Document No.DNH-1-01727/2009-01, of Book-1, Stored in CD No-DNHD 176, in the office of the Sub-Registrar, Devanahalli.

WHEREAS the SCHEDULE PROPERTY is the self acquired property of the VENDOR and since the date of acquisition VENDOR has been paying taxes to the concerned revenue authorities and revenue records of the SCHEDULE PROPERTY is in the name of the VENDOR in terms of MR No.14/2011-12.

AND WHEREAS thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

AND WHEREAS the VENDOR has executed registered General Power of Attorney in favour of Mr. K. Muniraju S/o Late Kempanna, dated 30.04.2011, registered as document No- DNH-4-00060/2011-12, Stored in DC No- DNHD 223, in the office of the Sub-registrar, Devanahalli, in respect of the aforesaid land delegating all the powers including power of alienation and same is still subsisting.

AND WHEREAS, the Vendor had entered into registered agreement to sell dated 05.05.2011 with one Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, The said agreement to sell is registered in the office of the Sub Registrar, Devanahalli as document No. DNH-1-00530/2011-12, of Book No-

(38)

ಇ-ಸ್ವತ್ತು ನಕಲು ಅರ್ಜಿ

Date & Time: 23-09-2015 12:18:07 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5550

5550/2015-16

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ರ ಕೇಂದ್ರದಲ್ಲಿ ದಿನದ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಮೊತ್ತದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ಮೊತ್ತ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಟಾಂಪಿಂಗ್ ಫೀ	420.00
3	ಎರಿಯರ್-ಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು	655.00

ಶ್ರೀ: A. Janardhana Shetty S/o. Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ: A. Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟವರಾಗಿ(ಮೆಸ್ಸು ಸೋರ್ಸ್/ಭಾಗಸ್ಥ. ಪ್ರತಿವಾದಿ ರೂ. ..... (ರೂಪಾಯಿ)..... ಮುಟ್ಟಿ ಸ್ವಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty (ಬರೆದುಕೊಂಡವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Munirju S/o. Late Kempanna . (ಬರೆದುಕೊಟ್ಟವರು)			K.Muni

ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

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16-17

1, Stored in CD No- DNHD223. Subsequently the said Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, have desired to give up his claim/interest under the agreement dated 05.05.2011 and the Vendor who is the owner of the property has also agreed for the same and both are mutually have been cancelled the agreement dated 05.05.2011, vide its cancellation of agreement dated 23.09.2015, regisresterd as document No- 5538/15-16 in the office of the Sub-Registrar, Devanahalli.

AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

(a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind;

(c) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

Based on the said representations, the Purchaser has agreed to purchase the Schedule Property from the Vendor herein and the parties are desirous of reducing the terms agreed into writing.

6.3) It is specially agreed between the parties, incase for any reasons, the parties are to bear stamp duty or penalty in respect of this agreement and the same shall be borne by the Vendor.

7. **NOMINATION:**

The Vendor shall execute a Deed of Sale in regard to the Schedule Property either in favour of the Purchaser and / or her nominee/s and / or her assignees as required by the Purchaser on the same terms;

8. **CONSEQUENCES OF BREACH:**

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach;

A Notarized Copy of this Agreement to Sell shall be in possession of the Vendor.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 guntas (including 0.16 guntas Kharab), in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by : Property belongs to Mr. Ramaiah
West by : Property belongs to Mr. Ramappa,
North by: Sanna Amanikere Road
South by: Property belongs to Mr. Narasimhaiah.

60.300
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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT OF SALE in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

VENDOR
(Rep. GPA Holder K. Muniraju)

2)

PURCHASER

Drafted by Me

A.V. Narasimha Reddy
Advocate
No-121, 1st Floor, Amar Tower,
Gandhinagar,
Bangalore - 560009.

Certified under Section 1[illegible] of the Karnataka Stamp [illegible]
Certified th[illegible] Rupees [illegible] has been Collected at the SRO [illegible] Paid vide Receipt No. [illegible] dated [illegible]
S/o.D/o W/o [illegible] residing at [illegible]

Page 8 of 8

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

I.A.No.3

IN

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. 14/n of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY,
Aged about 41 years,
S/o late N.H.P.Shiva Reddy,
residing at No.C-17,
Kudremukh Colony,
2nd Block, Koramangala,
Bangalore-560 034 ...PLAINTIFF

A N D

1. **SRI.MUNINANJAPPA,**
aged about 49 years,
S/o late Appajappa,
residing at Ward No.9,
Maralubagilu,
Devanahalli Town,
Bangalore Rural District.

2. **SRI.K.MUNIRAJU,**
aged about 44 years,
S/o late Kempanna,

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residing at No.366,
K.M.P. Arcade, 3rd Floor,
R.T.Nagaar Main Road,
Bangalore-560 032

3. **SRI.AYUSH THAPA**
aged about 28 years,
S/o Sri.Mahendra Singh Thapa,
residing at No.187,
Sofia Manzil, 12th Cross,
Dollars Colony,
Bangalore-560 094 ...DEFENDANTS

...

UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, the Plaintiff in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to pass an order of temporary injunction restraining the Defendants No.1 to 3, their agents or anyone acting under them or on behalf of them from in any manner encumbering or alienating the suit schedule property to third parties, pending disposal of the above suit. The Plaintiff further prays for an ad-interim order in like terms pending disposal of the above application, in view of the urgency of the matter, in the interest of justice and equity.

SCHEDULE

All the piece and parcel of the immovable property being agricultural land measuring to an extent of 5 (Five) Acres which is exclusive of 16 guntas of karab landing Survey No.25 situated Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore District and bounded on the :

EAST BY: Property of Ramaiah;

WEST BY: Property of Ramappa;

NORTH BY: Property bearing Survey No.24;

SOUTH BY: Property of Narasimhaiah;

Bangalore,

Date:

ADVOCATE FOR PLAINTIFF

injunction is passed, no prejudice will be caused to the Defendants. On the other hand, I will be put to great hardship, inconvenience and justice will suffer. I have got a prima facie case and the balance of convenience is in my favour.

WHEREFORE I pray that this Hon'ble Court be pleased to pass appropriate orders as prayed for in the accompanying application, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true to the best of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFORE ME

Bangalore,

Date:

No. of corrections :

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BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY ...PLAINTIFF

A N D

SRI.MUNINANJAPPA and others ...DEFENDANTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** aged about 41 years, S/o late N.H.P.Shiva Reddy, residing at No.C-17, Kudremukh Colony, 2nd Block, Koramangala, Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am I in the above case and well conversant with the facts of the case and hence, I am swearing to this affidavit.

No. of corrections:

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2. I submit that the averments made in the plaint may kindly be read as part and parcel of this affidavit to avoid repetition of facts.

3. I submit that, I am the absolute owner in possession and enjoyment of the property bearing Survey No.25, measuring 5 acres 16 guntas including 16 guntas of karab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is an agricultural land. I have acquired the said property under a Registered Sale Deed, registered as Document No.DNH-1-05035/2004-05, Book I, stored in C.D.No.DNHD39, dated 1-3-2005 from the previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. I submit that the said Anilkumar Gupta, has acquired the above said property under a valid Registered Sale Deed dated 2-12-1994 and 8-12-1994 respectively, registered as document No.2020/1994-95, Book I, volume No.1548 at pages 63 to 68 and document No.2064/1994-95, Book I, volume No.1548 at pages 113 to 116 as an agricultural land. I submit that the R.T.C and mutation entries have been

No. of corrections :

made in my name in the records of the Devanahalli Taluk office for the years 2005 to 2011 in respect of the above said property. Thus I am in peaceful possession and enjoyment of the above said property as absolute owner thereof. The said property is the subject matter of this suit described in the schedule to the plaint.

4. I submit that on 13-10-2011 the Defendant No.1 herein along with some henchmen, coolies and tractors came near the suit schedule property and tried to carryout the agricultural operation illegally. On hearing the same I have rushed to the spot and questioned the high handed and illegal activities of the 1st Defendant. At that time, the 1st Defendant disclosed that, he has got some documents in respect of the suit schedule property. On hearing the same, I was shocked and surprised about the say of the 1st Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1st Defendant and his henchmen. I submit that on 14-10-2011 I have obtained the certified copies of the R.T.C and mutation in respect of the suit schedule property. After going through the

same I came to know that the name of the 1st Defendant has been entered in the Revenue records as per the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore. Then once again I was shocked and surprised and applied for the Certified copy of the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and obtained the same and after going through the same, I came to know that the 1st Defendant herein without having any manner of right, title or interest over any bit of the suit schedule property maneuvered to get the revenue entries in his name and without the knowledge of me obtained the Impugned Order in his favour. Against the said order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore I have preferred a Revision Petition before the Deputy Commissioner, Bangalore Rural District, Bangalore. The said Revision Petition is still pending for adjudication. I submit that again on 8-11-2011 the 1st Defendant along with the Defendants No.2 and 3 and some henchmen came near the suit schedule property and tried to interfere with my peaceful possession and enjoyment of

the schedule property. I once again questioned the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 disclosed that the Defendants No.1 to 3 have got some documents. On hearing the same I once again shocked and surprised and on that day resisted the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 went away declaring that they will come again and oust me from the possession of the suit schedule property. I submit that on 9-11-2011 I have applied for the certified copy of Encumbrance Certificate in the Office of the Sub-Registrar, Devanahalli and on the same day I obtained the certified copy of the Encumbrance Certificate and after going through the same I came to know the illegalities committed by the Defendants No.1 to 3. After I came to know about the illegalities committed by the Defendants No.1 to 3 I have also applied for the alleged documents and obtained the same on the same day itself. After going thorough the one by one alleged documents i.e., the alleged Sale Deed dated 24-7-2009 executed by the alleged G.P.A holders namely Suresh

Jain, S/o Chagan Jain and Sangeetha Jain W/o Suresh Jain, in favour of the 1st Defendant herein which is registered as document No.DNH-1-01727/2009-10, dated 24-7-2009 and stored in C.D.No.DNHD.176. At no point of time I have executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain. The said persons are strangers to me and also to the suit schedule property. I submit that on the basis of the alleged Sale Deed the 1st Defendant herein has executed the alleged Agreement of Sale in favour of the 2nd Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2nd Defendant acting as a General Power of Attorney holder of the 1st Defendant has executed another Agreement of Sale which is registered as Document No.DNH-1-00530/2011-12 dated 5-5-2011 stored in C.D.No.DNHD-223, are highly illegal, inoperative, void and are liable to be cancelled. As already stated above, I have not executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain.

No. of corrections :

I submit that on the basis of the above said alleged documents the Defendants No.1 to 3 often and often interfering with my peaceful possession and enjoyment of the suit schedule property. Inspite of police Complaint lodged before the jurisdictional police station, the police have not received the Complaint from me, instead the police have advised to me to approach the civil court for the needed relief. I submit that I never received any single paise from the Defendants or from the aforesaid fictitious General Power of Attorney Holders. I submit that I have executed a General Power of Attorney only in respect of Survey No.22 measuring 2 acres 8 guntas, including 8 guntas karab situated at Sanne Ammanikere village, Kasaba Hobli, Devanahalli Taluk in favour of Suresh Jain and Sangeetha Jain, except this I have not executed any other General Power of Attorney in respect of any other property belonging to him either in favour of Suresh Jain and Sangeetha Jain or anybody else. I submit that I am a law abiding citizen. The Defendants are highly influential persons backed with men and money and politically motivated persons. The Defendants by one or the other way to knock off the

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valuable property belonging to me and also in order to deprive my legitimate rights, maneuvered to get the revenue entries in their names on the basis of the alleged documents. I submit that unless the Defendants No.1 to 3 are restrained by this Hon'ble Court by an order of permanent injunction, it is difficult for me to resist the illegal and high handed activities of the Defendants, as the Defendants are often and often by interfering with my peaceful possession and enjoyment of the suit schedule property. I further submit that now I reliably came to know the Defendants are making hectic efforts to alienate the suit schedule property to third parties in order to have wrongful gain and to cause wrongful loss to me. Hence I filed this suit to protect my interest in respect of the schedule property.

5. I submit that under the above facts and circumstances it is just and necessary to pass an order of temporary injunction restraining the Defendants, their agents or any one claiming under them from in any manner encumbering and alienating the suit schedule property to third parties. If an order of temporary

No. of corrections :

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BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY,
S/o late N.H.P.Siva Reddy,
aged about 41 years,
Residing at No.C-17,
Kundremukh Coony,
2nd Block, Koramangala,
Bangalore-560 034 ...PETITIONER

A N D

1. **THE TAHSILDAR,**
Devanahalli Taluk,
Devanahalli

2. **THE ASSISTANT COMMISSIONER,**
Doddaballapura Sub-Division,
Podium Block, Vidhana Veedhi
Bangalore-560 001

3. **SRI.MUNINANJAPPA,**
S/o late Appajappa,
aged about 49 years,
residing at No.9,
Maralu Bagilu,
Devanahalli Town,
Bangalore Rural District ...RESPONDENTS

...

UNDER SECTION 136 (3) OF THE KARNATAKA LAND REVENUE ACT, 1964, THE PETITIONER ABOVE NAMED BEGS TO SUBMIT AS FOLLOWS:-

stated above and not intentional. However, the Petitioner has filed a separate application for condonation of delay, in preferring the above Revision Petition.

WHEREFORE, the Petitioner prays that this Hon'ble Court be pleased to call for the records pertaining to the Order dated 4-7-2011 passed in R.A.(D) No.26/2011-12 from the file of the second Respondent and also the records in M.R.No.14/2011-12 dated 1-10-2011 from the file of the first Respondent, set-aside the Impugned Order if the first and second Respondents by allowing this Revision Petition, and to pass such other order or orders as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs, in the interest of justice and equity.

ADVOCATE FOR PETITIONER PETITIONER

VERIFICATION

I, the Petitioner in the above case, do hereby declare and verify that what is stated above is true to the best of my knowledge, information and belief.

Bangalore,

Date: PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

I.A.No.1

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 5 OF THE LIMITATION ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

3. I submit that to-day I have filed the above Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent.

4. I submit that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the aforesaid property belonging to me and tried to interfere with my peaceful possession and enjoyment and tried to carryout agricultural operation illegally. On hearing the same, I rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, I was shocked and surprised about the say of the 3rd Respondent and with the help of my neighbourers and villagers; I have resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. I submit that, on 14-10-2011, I have obtained the R.T.C and mutation in respect of the aforesaid property. After

No. of corrections:

going through the same, I obtained the Order from the 2nd Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2nd Respondent, I have applied for the certified copy of the above said order and obtained the same. After going through the said Order, I once again shocked and surprised about the illegal act committed by the Respondent No.3. I submit that, the 3rd Respondent has no manner of right, title or interest over the entire extent of land because at no point of time I have alienated the above said property in favour of the 3rd Respondent herein. The 3rd Respondent herein in order to deprive my legitimate right has maneuvered to get the revenue entries in his name on the basis of the alleged documents. The alleged documents on the basis of which the 3rd Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2nd Respondent is highly illegal, inoperative, void and the same is liable to be set-aside.

5. I submit that as stated above, till 13-10-2011 I am not aware of the Impugned Order of the 2nd Respondent. I submit that I am not a party to the proceedings before the 2nd Respondent. I submit that the delay in preferring the above appeal is for the above said bonafide and beyond my control. I submit that the delay, if any, in preferring the above appeal is not condoned, I will be put to greater hardship, inconvenience and loss and my very

No. of corrections:

property rights will be deprived off. On the other hand no prejudice will be caused to the Respondent No.3 or anybody else, if this application is allowed. I have got good grounds to be urged before this Hon'ble Court.

WHEREFORE, I pray that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above appeal, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true and correct to the best to of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFOREME

Bangalore,

Date:

No. of corrections:

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

I.A.No.2

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 55 OF THE KARNATAKA LAND REVENUE ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to stay the operation of the Impugned Order in R.A.(D) 26/11-12 dated 4-7-2011 and M.R.No.14/2011-12, passed by the 1st and 2nd Respondent in respect of the Survey No.25 measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, pending disposal of the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

CKNU 450/LD
25/02/06

(297)

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible] THAT THIS CONDUCT IS [illegible] TO 3 UNDER [illegible] AND UNDER ANY OTHER PROVISION OF [illegible] IN ACCORDANCE WITH LAW IN THE

[illegible]

[illegible] AND JMFC, [illegible]
BANGALORE RURAL

[illegible]

[illegible]
[illegible] Ops Submitted
[illegible] 8/16 [illegible] Complaint
[illegible]

TRUE COPY

[illegible]
EXAMINER

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1. Copy applied on 25/02/16
2. Receiving Clerk's [illegible] to be
3. Copy [illegible]
4. A[illegible] 14/03/16
5. No[illegible] 27/02/16
6. A[illegible] 27/02/16
7. Co[illegible] 27/02/16
8. Co[illegible] xerox
9. Exa[illegible]

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ

(ದಂಡಪ್ರಕ್ರಿಯ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli,Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವೃತ್ತ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

ಅಪರಾಧ ಸಂಖ್ಯೆ : 0008/2016 ಪ್ರ.ವ.ವ.ದಿನಾಂಕ : 18/01/2016

2. ಕಾಯ್ದೆ ಮತ್ತು ಕಲಂಗಳು : IPC 1860 (U/s-406,418,420,34)

3. (a) ಕೃತ್ಯ ನಡೆದ ದಿನ : Wednesday ದಿನಾಂಕ ದಿಂದ : 23/09/2015 ದಿನಾಂಕ ವರೆಗೆ : 23/09/2015

ವೇಳೆಯಿಂದ : 11:00:00 ವೇಳೆಯವರೆಗೆ : 13:00:00

(b) ಠಾಣೆಯಲ್ಲಿ ವರ್ತಮಾನ ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕ : 18/01/2016 12:30:00 ಬರವಣಿಗೆಯಲ್ಲಿ / ಹೇಳಿಕೆ : Judicial/Magistrate reference

(c) ಪಿರ್ಯಾದುದಾರ / ಬಾತ್ಮೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

(d) ಜನರಲ್ ಡೈರಿ ಉಲ್ಲೇಖ ಸಂಖ್ಯೆ ಮತ್ತು ಸಮಯ : 1 , 12:30:00

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Talluk, Bengaluru District, Karnataka, 562110

(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South

(c) ಗ್ರಾಮ : TALUK OFFICE ಗಸ್ತಿನ ಹೆಸರು : 1 st BEAT

(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿರ್ಯಾದುದಾರ/ಬಾತ್ಮೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ: : Farmer

(d) ಧರ್ಮ : (e) ಜಾತಿ :

(f) ಫ್ಯಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್: :

(h) ದೂರವಾಣಿ : (i)ರಾಷ್ಟ್ರೀಯತೆ : India

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received on 18.1.16 at 5.30 pm and the open court Hrs, PC 41661 4 DPS with the enclosures

18/1/16

294

(l) ಲಿಂಗ : Male

(k) ವಿಳಾಸ : Bidaluru
Village.,Kasaba
Hobali, Devanahalli
Tq. , Bengaluru
District ,
Karnataka-562110

(m) ಪಿರ್ಯಾದುದಾರ ಖುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್

seen

6. ಗೊತ್ತಿರುವ / ಅನುಮಾನಿತ/ಅಪರಿಚಿತ ವ್ಯಕ್ತಿಯ ಪೂರ್ತಿ ವಿವರಗಳು

Sl.No.	ಹೆಸರು / ತಂದೆಯ ಹೆಸರು / ಜಾತಿ / ವಿಳಾಸ	ವಿಧ	ವ್ಯಕ್ತಿಯ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1	Muniraju K(A1) ,Prashanth Nagar,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Adult	Male	49	
2	Munananjappa(A2) ,Maralubagilu,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Common man	Male	52	
3	Janardhan Shetty A(A3) ,No 31 a Imperial court,Kanningham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೊಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

Sl.No	Property Type	Item description	Estimated Value (in Rs.)
1			

ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

9. ಪಂಚನಾಮ ವರದಿ / ಯು.ಡಿ. ಕೇಸ್. ಸಂಖ್ಯೆ :

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದಿಂದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ, ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸಣ್ಣಅಮಾನಿಕೆರೆ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾರಿ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೊಂದಾಯಿತ ಫಪರ್ ಂಫ್ ಅಟಾರ್ನಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೊಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾಧಿನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾಧೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಂದು ಸದರಿಯವರ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿರ್ಯಾದಿಯವರಿಗೆ ಅವರದ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟೆಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಧಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ 157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪಿರ್ಯಾದಿಯ ಸಹಿ/ ಹೆಬ್ಬೆರಳಿನ ಗುರುತು

13. ನ್ಯಾಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸಿದ ದಿನಾಂಕ ಮತ್ತು ಸಮಯ : 18/01/2016 13:00:00

14. ನ್ಯಾಯಾಲಯಕ್ಕೆ ತೆಗದುಕೊಂಡು ಹೋದ ಪಿಸಿ/ ಹೆಚ್.ಸಿ : MUTHAPPA R , PC 4661

ಓದಿ ಹೇಳಲಾಗಿ ಕೇಳಲಾಗಿ ಸರಿಯಿದೆ

ಠಾಣಾಧಿಕಾರಿಯ ಸಹಿ

ಆರಕ್ಷಕ ಉಪ ನಿರೀಕ್ಷಕರು
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ
ಬೆಂಗಳೂರು ಗ್ರಾಂ
ಹೆಸರು: NANDISH - PSI

TRUE COPY

ಪರಿಶೀಲಿಸಿದ
EXAMINER

(1) 292

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan B.R
S/o Ramamurthy
Aged about 37 years
Residents of Bidaluru village,
Kasaba Hobli,
Devanahalli Taluk
Bangalore Rural District.

Complainant

And

1. K. Muniraju
S/o Kempanna
Aged about 49 years
Resident of Prashanthnagar,
Devanahalli Town
And
The Chariman of Akash International School
and Founder Secretary of Akash Institute of
Medical Science and Research Center.

2. Muninajappa
S/o Appajappa
Aged about 52 years
Residing at Maralabagilu,
Ward No.9, Devanahalli Town.

3. A Janardhan Shetty
S/o Sankappa Shetty
Aged about 72 years
Residing at No. 31 A, Imperial Court,
Kanningham Road, Bangalore 560052.

Accused

Court present and presented the court u/s 200 of Cr PC. Perused. Registers as PCR. Involving Section 156(3) of Cr PC the court is referred to ACP, Devanahalli & to submit report by 20/2/16
21/12/15

MEMORANDUM OF PRIVATE COMPLAINT UNDER SECTION 200 OF CODE OF CRIMINAL PROCEDURE.

The Complainant above named begs to submit as under:

1. That the complainant herein is farmer and he also involved in the business of real estate in and around Devanahalli. Since, he is involved in such type of business he use of sell and buy lands legally.

(291)

(2)

2. It is pertinent to state that Accused no.1 being relative and well reputed person in Devanahalli, he offered to sell his land bearing Sy.. No. 25 measuring to an extent of 5 acres (and also 16 guntas of kharab land) situated at Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk. At the intervention of the mediators/brokers negotiation was done and thereafter the Accused no. 1 had agreed and accepted to sell his property for the valuable sale consideration of Rs. 49,00,000/ (Rupess Forty Nine Lakhs only).

3. The complainant submits that, subsequent to obtaining of relevant documents relating to the property mentioned above on 30-04-2011, the said property was acquired by the Accused no. 1 by way of Registered General Power of Attorney which was duly registered in the office of the Sub-Registrar, Devanahalli vide Document no. DNH-4 00060/2011-12 of book No. IV, stored on CD No. DNHD-223.

4. The complainant further submits that, subsequent to verification of relevant documents both complainant and Accused no. 1 along with mediators have fixed the date for getting registration of the property in favor of complainant herein. On 26-07-2013 date was fixed for registration of the property and on the same day itself the complainant has been paid total sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only) by way of cash to the accused no.1 with the presence of mediators and witnesses and which was duly registered in the office of Sub-Registrar Devanahalli vide Document no. P 3941/2013-14. Further, the document is not yet released, since the matter is pending before the District Registrar on the ground that duty and penalty of the document.

5. The complainant submits that, on the date of registration of the property itself the vacant and physical possession of the property has been delivered to the complainant but the Accused no. 1 had agreed and accepted that subsequent to registration of the property he will put barbed fence to the entire property.

6. The Complainant further submits that, when the things stood at this juncture **the accused No. 1 to 2 with common intention to knock out the entire extent of property i.e, land measuring 5 acres 16 guntas (includes kharab),** have prepared frivolous, collusive documents, including registered Agreement to Sell which is duly registered in the office of the Sub-Registrar for a valuable sale consideration of Rs. 1,25,05,000/- (Rupees One Crore Twenty Five Lakh Five Thousand only) vide document no. DNH-1-5550/2015-16 C D No. DNHD561 dated: 23-09-2015, which amounts to cheating and criminal mis-breach of trust. It is pertinent to submit that, only after registration of the property the complainant came to know that the civil disputes.

7. The complainant also submit that in the mean time suppressing all these proceedings and to nullify the court orders the accused no. 1 to 3 have created collusive Agreement to sell and Hence all the accused persons herein have been committing the offence one after the other continuously, with the sole intention to knock out the valuable property of the complainant.

8. The complainant submit that, when the said aspect came to the light of complainant immediately on 16-12-2015, he rushed to jurisdictional police and lodged complaint against the accused herein and on that day itself the police have issued an acknowledgment for having received the same. But till today the jurisdictional police have failed to take any steps against the accused and they have failed to bestow justice to the complainant.

9. From the overall above conduct of Accused No. 1 to 3 herein, that they have common intention to defraud, and to knock out the valuable 5 acres 16 guntas of land in Sanne Amanikere village, belongs to Complainant which is worth of more than 6 crores, and have committed series of offences in the process. The accused No.1 to 3 have definitely guided by illegal and irrelevant considerations by mis using and abusing the statutory power and position of chairman of the Institution and have not only got themselves enriched and caused undue harm and hard ship to

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11

complainant. The accused No. 1 to 3 in order to knock out valuable properties measuring 5 acre 16 guntas in Sanne Amanikere village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District have committed offences punishable under sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 and accordingly an investigation is required by this Hon'ble Court. Hence, the accused have involved such type of criminal breach of trust by way of cheating a person whose interest the offender was bound, either by law or by legal contract, to protect and, have cheated and thereby dishonestly including delivery of the property.

Wherefore, the Complainant humbly pray this Hon'ble Court to take cognizance of the offences against the accused No. 1 to 3 under sections sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 or under any other provision of law and try them and punish them in accordance with law, in the interest of justice.

Devanahalli

Date : 21/12/2015

Complainant

Counsel for Complainant

EXAMINER

5

IN THE COURT OF THE PRINICIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Madhusudhan — Complainant

AND

Muniraju K and another — Accused

LIST OF WITNESSESS

1. Sri Vinod
   S/o Kempanna
   Aged about 30 years
   Residing at Shanapppanahalli Village
   Kundana Hobli, Devnahalli Taluk.

2. Vasanth kumar
   S/o Munipapiah
   Aged about 37 years
   Residing at Byachapura Village
   Kasaba Hobli, Devanahalli Taluk

Devanahalli

Dated: 23 12 2015

Advocate for Complainant

TRUE COPY

EXAMINER

287

05/02/2016

14/03/16

07/02/16.

07/02/16

07/02/16

Xerox

Premal

286

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
STATE	Karnataka	DISTRICT	Bengaluru Rural
TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show | View Selected Properties

NO. OF PROPERTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EOI	
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI	S
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI	S
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS	1	Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI	S
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI	S
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI	S
24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING DTD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	EOI	
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Raod, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Banglore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Banglore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	View	EOI	
10189-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no. 187, RMV II stage, 12th Cross dollars colony, Bangalore-560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural, Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	32/17 (4.00) acre	View	EOI	A
9914-15	1249/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Harun Rashid Talwai r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanhalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	View	EOI	S

डाक सेवार्थ

On Postal Service

To,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural
District, Bangalore- 562 110
Ph-09632097999

प्रेषक डाकघर की नाम — मोहर
Name-stamp of office of posting

SHANKARI/
PSD/Bg-Ptg/XI/Anl-T/A105/15-16/20000Pads

पिन /PIN

To,

Date:25-1-2017

Hon'ble Justice (Retd)
R.M Lodha Committee
(In the matter of PACL Limited)
The Ashok, Anexe Building (Oudh Corridor)
50-B, Chanakyapuri,
New Delhi-110021

From,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562 110
Ph-09632097999

Respected sir,

Subject:- Request to draw my property situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District of Karnataka State, Bearing immovable property land in Sy no.25 an extent of 5 acre.

I am the actual owner and in physical possession of the said land bearing Sy No.25 an extent of 5 acres 16 guntas. Recently the news has been spread in the locality of my property and on hearing such news of the properties kept for auction of sale in and around of my land. I got verified and accordingly went behind information and learnt on obtaining the news paper through online that the committee has been formed and land belongs PACL has been meant for auction sale. Prior to this neither I did not have knowledge nor information with regard to same.

That I am an agriculturist and with a plan and object I invested my hard earned money towards purchase of the above said land from my vendor being represented by his GPA holder vide

registered sale deed dated 27/07/2013. Prior to proceedings for purchase I got it verified and obtained legal opinion and learnt that whatever the agreement and GPA executed by the owner of the land came to be cancelled and thereafter fresh registered GPA has been executed in favour of one Muniraju.K and after confirmation right of my vendor and empower of Muniraju.K to convey the land has proceeded to purchase.

That the PACL company or any of its representatives is in no way connected to this property and they did not have any title documents in their favour nor possession, as earlier they only an agreement holder in the name of one Pratheek Kumar and same came to be cancelled on 23/09/2015, prior to the sale in my favour. The non-existent of right in their favour is apparent, on the other hand right and ownership of me is clear as per the sale deed and till date the revenue entries is standing in the name of my vendor Muninanjappa.

However the said aspect is not scrutinized by CBI nor the concerned authorities and keeping me in darkness published in the news paper and online keeping the property for auction alleging that it pertains to PACL limited.

It is also pertinent to place that civil disputes in connection with the said land of me is also pending in consideration before the Senior Civil Judge at Devanahalli in OS No.14/2012, before the Deputy Commissioner, Bangalore Rural District in RP No.63/2011-12 and Private Complaint in PCR No.639/2015 before the JMFC at Devanahalli.

It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number of properties 272 pertaining to Karnataka state in MR number column 24755-16.

That besides requesting this Hon'ble committee through placing information I have also forwarded the copy of this representation cum request application to the CBI, New Delhi and UTI infrastructure Technology Services Ltd.

Thanking You

(Madhusudhan B.R)

Your's faithfully

ENCLOSED:-

1. Search document (My property is marked in marker)
2. Copy of registered sale deed dated 27/07/2013
3. Present RTC standing in the name of my vendor Muninanjappa
4. Copy of document indicating cancellation of agreement holded by Pratheek Kumar through registered cancellation of agreement to sell dated 22/09/2015
5. Copy of IA No.3 in OS No.14/2012
6. Copy of petition in case number RP NO.63/2011-12
7. Copy of private complaint in PCR No.639/2015 before JMFC at Devanahalli.

COPY TO:-

1). CBI
Central Bureau of Investigation
Plat No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
New Delhi-110 003

2). CBI
Central Bureau of Investigation
36, Bellary Road, Dena Bank Colony,
Ganga Nagar, Bengaluru,
Karnataka-560 032

3) UTI Infrastructure Technology and Services Ltd,
Ground Floor, 'A' Wing, Kapoor Apartment,
No.1, Junction of Punjabi Lane and Chadavarkar Road,
B/h Om Shanthi Chowk,

(231)

Borivali West, Mumbai,
Maharashtra-400092

And also at

UTI Infrastructure Technology and Services Ltd
No.1/28, G floor, Sunlight Building,
Asaf Ali Road, New Delhi Metro Station area,
New Delhi, Delhi- 110002

UTI Infrastructure Technology and Services Ltd
No.6, Cambridge Road, Second Floor,
Opposite Annes College, Ulsoor,
Bengaluru, Karnataka-560 008

280

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
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SURVEY NO		MODE CASH/CHEQUE	

Show | View Selected Properties

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24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING DTD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	E.O.I
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9914-15	1249/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Harun Rashid Talwai r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanhalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanhalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	View	E.O.I

P 3941/13-14 279

ನಕಲು ಪಡೆದ ದಿನಾಂಕ P.3941
13-14

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made & executed on this the TWENTY-SIXTH DAY OF JULY YEAR TWO THOUSAND THIRTEEN **(26-07-2013)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Sri. Appajappa,
Aged about 50 Years
Residing at Maralabagilu, Ward No.9,
Devanahalli Town,
Bangalore Rural District.

Hereinafter called the **VENDOR**, which expression unless repugnant to the context otherwise shall mean and include their legal heirs, legal representatives, executors, agents, nominees, assigns, administrators, successors-in-interest etc., on the One Part.

Represented by his Registered GPA Holder Sri. K. MUNIRAJU, Aged about 46 Years, S/o Late Kempanna, residing at No.366, K.M.P. Arcade, 3rd Floor, R. T. Nagar Main Road, R. T. Nagar, Bangalore – 560 032, in terms of Document No.DNH-4-00060/2011-12, dated 30-04-2011, of Book-IV, stored in CD No.DNHD223, in the Office of the Sub-Registrar, Devanahalli.

IN FAVOUR OF:

Sri. B. R. MADHU SUDHAN,
S/o B. N. Rama Murthy,
Aged about 33 Years,
Residing at Bidaluru Village,
Kasaba Hobli, Devanahalli Taluk.
Bangalore Rural District, PIN-562 110.

K Munirai

ಸಂಖ್ಯೆ..P.3941

Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಅಂಜಿನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

Hereinafter called the **PURCHASER**, which expression unless repugnant to the context otherwise shall mean and include his legal heirs, legal representatives executors, administrators, successors-in-interest, nominees, agents, etc., on the Other Part.

WHEREAS the VENDOR herein is the absolute owner in actual, peaceful and in physical possession and enjoyment of the Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanne Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is more fully described in the Schedule hereunder, and the same hereinafter referred to as 'Schedule Property', for the sake of brevity and clarity.

WHEREAS the Schedule Property was originally an Inam Land belonging to Lord Hanumantha Temple which one Sri. Narayanappa being the Cultivator, who filed an application before the Land Tribunal in LRF(INA) 260,173/1980-81 to grant the Schedule Property in his favour. The Land Tribunal in its Order dated 10-05-1982 considered his application and granted him Hiduvali Rights over the Schedule Property. Subsequently, the Revenue Records were changed in the name of the said Sri. Narayanappa.

WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.

WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 and 08-12-1994 respectively, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. Anil Kumar Gupta in terms of M. R. No.07/1995-96 and M.R. No.08/1995-96 respectively.

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ಸಂಖ್ಯೆ P 3941/13-14

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಹಿಂಚಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	
2	ವಿನೋದ್ ಬಿನ್ ಹಿಂಪಣ್ಣ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS Pune

WHEREAS subsequently, the said Sri. Anil Kumar Gupta sold the Schedule Property in favour of one Sri. N. H. Bhaskar Reddy for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-05035/2004-05 dated 01-03-2005, of Book-I and stored in CD No.DNHD39, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. N. H. Bhaskar Reddy in terms of M. R. No.117/2005-06.

WHEREAS subsequently, the said Sri. N. H. Bhaskar Reddy through his GPA Holder Sri. Suresh Jain, sold the Schedule Property in favour of the Vendor herein for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-01727/2009-10 dated 24-07-2009, of Book-I and stored in CD No.DNHD176, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the Vendor herein.

All the revenue records are standing in the name of Vendor herein and he is in possession and enjoyment of the property by paying land revenue to the Government as owner thereof.

WHEREAS the Khata/mutations in respect of the Schedule Property are standing in the name of vendor in the revenue records of the Revenue Authorities. The VENDOR is paying the taxes regularly in respect of the Schedule property to the Concerned Authorities as owners in possession and enjoyment of the Schedule property.

WHEREAS, the VENDOR is in need of funds for his, legal and family necessities, has offered for sale of the Schedule Property and the PURCHASER has accepted the offer made by the VENDOR and agreed to purchase the Schedule mentioned property.

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ಸಂಖ್ಯೆ: B39.4.1

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 ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ , ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ನಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C- DAC ACTS Pune.

WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

a) That the Vendor is the absolute owner and is in possession and enjoyment and personal occupation of the Schedule Property;

b) That the title of the Vendor to the Schedule Property hereby conveyed is absolute, good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

c) 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 Schedule Property hereby conveyed;

d) That the Schedule Property is not subjected to any attachments before or after Judgment, encumbrances, Court proceedings in execution or otherwise, mortgages, charge or lien or minor claim;

e) That the Vendor has not entered into any agreement/arrangement for sale or transfer of the Schedule Property or portions thereof with anyone else;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) The Vendor declares that he is an agriculturist and belongs to a family of agriculturists and no proceedings under sections 79A, 79B and 80 or under any of the Provisions of the Karnataka Land Reforms Act are pending in respect of the Scheoule Property or portions thereof before any Authority.

K. Kumar

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[redacted]

h) That the Schedule Property is not a property 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;

i) That the Vendor has paid the land revenue, taxes and other statutory charges with regard to the Schedule Property;

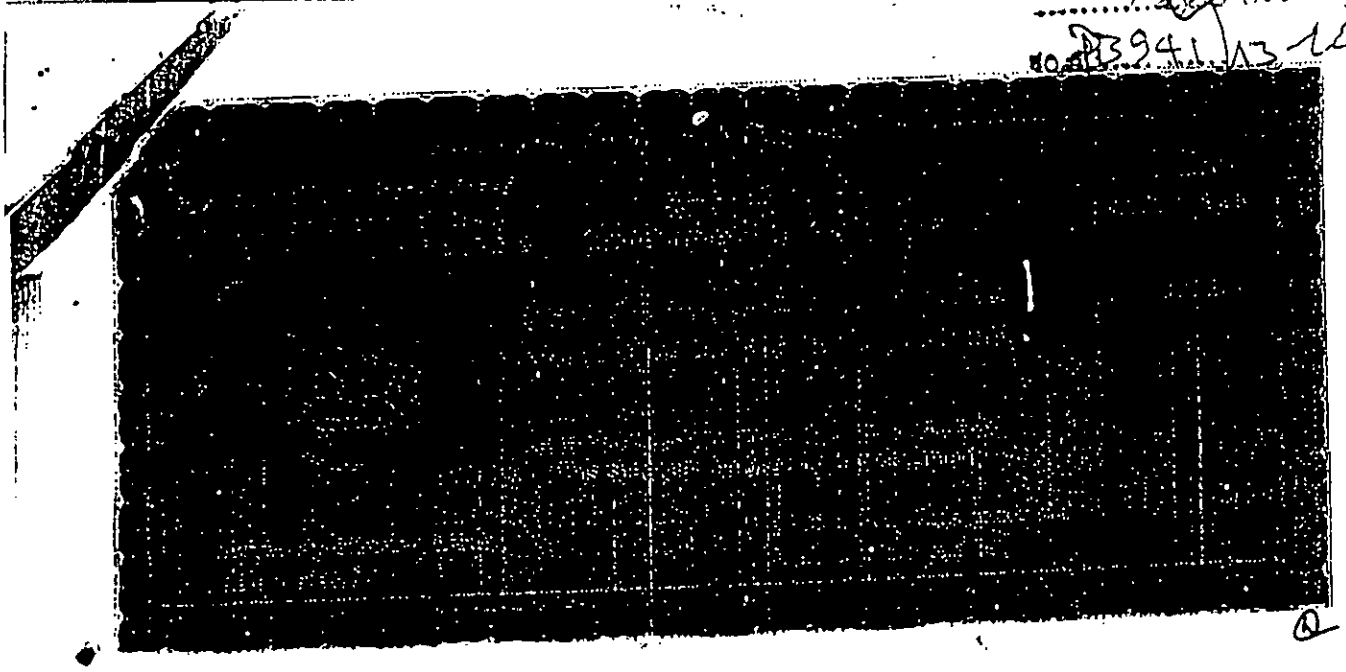
j) That the Vendor does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax, which would affect their title to the Schedule Property;

WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and agreement and in consideration of the Purchaser having paid the entire mutually agreed sale consideration of **Rs.49,00,000/- (Rupees Forty-nine Lakhs Only)** by way of Cash on various dates, to the Vendor herein, in the presence of the witnesses attesting hereunder, which the Vendor, hereby acknowledges, acquits and discharges the Purchaser of such payment, the Vendor as the full, absolute, sole, exclusive, beneficial owner of the Schedule Property, hereby convey, sell, transfer, alienate, grant, assign UNTO the Purchaser all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its full, absolute, sole, exclusive, beneficial owner thereof with all privileges, benefits, easements, heriditaments and absolutely free from encumbrances of whatsoever nature, subject to the covenants hereinafter appearing:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the



income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

b) The Vendor has this day delivered the vacant physical possession of the Schedule Property to the Purchaser, pursuant to this sale deed and the Purchaser hereby acknowledges having taken the vacant possession of the Schedule Property.

c) The Vendor has no objection for the Purchaser approaching the relevant Revenue Authorities, Thasildar, seeking transfer/registration of Khatha and the Special Deputy Commissioner, Bangalore for conversion in the name of the Purchaser herein in regard to the Schedule Property and for payment of taxes by the Purchaser herein.

d) The Purchaser shall be liable to pay all out goings in regard to the Schedule Property including taxes due to the Revenue Authorities, for the purposes of registration of Khatha in regard to the Schedule Property.

e) Subject to the Purchaser discharging the obligations and observing the terms and conditions contained herein, the Vendor covenants with the Purchaser that the Purchaser shall be entitled to hold, possess, build upon and enjoy the Schedule Property, as its full, absolute, beneficial, exclusive owner thereof.

f) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss, liability, 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 or by breach of the covenants herein above contained or against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the

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Schedule Property by the Purchaser or if any proceedings commenced by any person or persons or by any statutory authorities;

g) The Vendor hereby represents that the Schedule Property hereby conveyed, is absolutely free from encumbrances of whatsoever nature and free from any claims, attachments, etc.

h) The Vendor will do and execute at the request and the cost of the Purchaser, all such other acts and deeds and things, as may be required, for more fully and perfectly assuring the title of the Purchaser in relation to the Schedule Property, which is hereby conveyed, pursuant to and under this sale deed.

i) That the Vendor has delivered to the Purchaser all the original title deeds relating to the Schedule Property along with the copies of all the relevant/incidental records supporting the title of the Vendor pertaining to the Schedule Property on the date of registration of this Sale Deed;

j) The expenses of stamp duty and registration charges of this sale deed are borne by the Purchaser herein exclusively.

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East by	:	Property of Ramaiah;
West by	:	Property of Ramappa;
North by	:	Sanna Amanikere Road;
South by	:	Property of Narasimhaiah.

In witness whereof the VENDOR, and the PURCHASER have affixed their signatures to this Deed of Sale on the day, month and year first above written at Devanahalli.

WITNESSES:

1. S/o Chappanna Devanahalli

2. Vinod S/o Chappanna Devanahalli

(MUNINANJAPPA)
VENDOR
Rep. by his Regd. GPA Holder
Sri. K. MUNIRAJU

(B. R. MADHU SUDHAN)
PURCHASER

Drafted by:

ರೆಕಾರ್ಡ್ ಆಫ್ ರೈ

ಗ್ರಾಮ ನಮೂನೆ 1 3 5 9 7 3 5 2 9 7

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು: ಹೋಬಳಿ:

VARSHINI 0.0.0

ದೇವನಹಳ್ಳಿ

1. ಸರ್ವೆ ನಂಬರು	3. ಬೇಕವಾರು	ಎಕರೆ	ಗುಂಟೆ	ಆ	4. ಕಂದಾಯ	ಕಸ್ತಿಯಲ್ಲಿ	ಪೈ
	ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ				(ಅ) ಭೂ ಕಂದಾಯ		
	ಪೂಟ್ ಖರಾಬ್ (ಅ)				(ಬ) ಜೋಡಿ		
	ಪೂಟ್ ಖರಾಬ್ (ಬ)	3.00.00			(ಕ) ಸುಸ್ತಿಗಳು	9.05	
	ಉಳಿದದ್ದು	0.16.00.00			(ಡ) ನೀರಿನ ದರ		
2. ಹಿಸ್ಸಾ		5.00.00.00			ಒಟ್ಟು		

5. ಮಣ್ಣಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ			8. ಬೇಕುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿಯುಸ್ತೀರ್ಣ				
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು	ಒ
ಕೆರೆಪು								
6. ಪಟ್ಟಾ								
ಸರ್ಕಾರಿ								

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ ವಿಸ್ತೀರ್ಣ 4 ಎ ಗುಂ	ಗುತ್ತಿಗೆ 5
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾದಪ್ಪ	ಸ್ವಂತ		

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK/5539/15-16

ಈ ದಸ್ತಾವೇಜು ...9... ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಒಂಬತ್ತು ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ
1ನೇ ಪುಟದ ಸಂಖ್ಯೆ 5538/15-16 ಸಂಖ್ಯೆ 10249/16-17

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DEED OF CANCELLATION OF AGREEMENT TO SELL

This **DEED OF CANCELLATION of AGREEMENT TO SELL** is made and executed on this the TWENTY-SECOND DAY OF SEPTEMBER YEAR TWO THOUSAND FIFTEEN **(22-09-2015)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Appaj. ppa,
Aged about 52 Years,
Residing at Maralubagilu,
Ward No.9, Devanahalli,
Bangalore Rural District.

Represented by his Registered GPA Holder

Sri. K. MUNIRAJU,
Aged about 48 Years,
Son of Late Sri. Kempanna,
No.366, Matadahalli,
R T Nagar Main Road,
Bangalore – 560 032.

hereinafter referred to as the **First Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors in interest and title and assigns) of the ONE PART:

AND:

Sri. PRATEEK KUMAR,
Son of Mr. Praful Kumar,
Aged about 47 years,
Residing at Row House No.1,
Gold Field Enclave,
South Main Road,
Koregoan Park, PUNE – 411 001.

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 Sri. Munianjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹೊಂದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC ACTS Pune.

5538/15-16

hereinafter referred to as the **Second Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives or assignees thereof) of the OTHER PART:

WHEREAS the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of **Rs.3,00,00,000/-** (Rupees Three Crores Only) which was registered as Document No.DNH-1-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the **First Party** has agreed to sell to the **Second Party** agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto hereinafter referred to as the **Schedule Property**.

WHEREAS in terms of the above agreement the **Second Party** had paid a sum of **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) by Cheque No.890642 dated 23-04-2011 drawn on IDBI Bank, Yerawada, Pune, as earnest money/part sale price to purchase the **Schedule Property**.

WHEREAS due to certain issues and difficulties arising out of the said transaction, the **Second Party** could not honour the above agreement and execute the Sale Deed / Deed of Conveyance in favour of the **First Party**, the **Parties** herein have decided to cancel the said Agreement to Sell dated 05-05-2011, which is accepted by both the Parties herein.

WHEREAS in consideration of the circumstances stated above, the Parties hereto have mutually agreed without any dissent, that it is in the interest of all concerned that the Agreement to Sell dated 05-05-2011 entered into between the **First Party** and the **Second Party** is hereby cancelled;

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Print Date & Time : 23-09-2015 12:00:06 PM

5538/15-16

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5538

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	315.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	550.00

ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			K Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆಸಿಕೊಂಡವರು)			K Muni
2	Sri Prateek Kumar S/o Praful Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

5538/15-16

WHEREAS in pursuance of the said cancellation of Agreement to Sell dated 05-05-2011, the **First Party** has this day refunded the entire consideration paid by the **Second Party** in full and final settlement of all his claims of any nature whatsoever;

WHEREAS the Parties have thought it fit and convenient to record the cancellation of the Agreement to Sell dated 05-05-2011 in writing;

NOW THEREFORE THIS CANCELLATION OF AGREEMENT TO SELL WITNESSETH AS UNDER:

1. It is hereby agreed and accepted by all that the Agreement to Sell dated 05-05-2011 entered into between K. Muniraju and Prateek Kumar hereby stands CANCELLED.
2. The **Second Party** hereby confirms having received the entire consideration **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) paid by him under the said Agreement to Sell dated 05-05-2011 from the **First Party** in the following manner:
   - **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** by way of Cheque No.087449 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party;
   - **Rs.1,49,50,000/- (Rupees One Crore Twelve Lakhs Eighty-one Thousand Two Hundred & Fifty Only)** by way of Cheque No.087450 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party, in full and final settlement of all his claims of any nature whatsoever.

K Kumar

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ಗುರುತಿಸುವವರು

5538/15-16

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05538-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ದ್ವರಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

3. The Parties hereby agree and affirm that each of them have no claim of whatsoever nature against the other under or in respect of the afore-mentioned Agreement to Sell dated 05-05-2011 or towards costs or expenses incurred by them towards or in pursuance of the Agreement to Sell dated 05-05-2011 and also the **Second Party** shall hereby hand over the Original Agreement to Sell dated 05-05-2011 along with all the documents pertaining to the **Schedule Property** to the custody of the First Party.
4. The **Second Party** hereby confirms that he has not encumbered the **Schedule Property** in any manner nor created any right, title or interest on the **Schedule Property** by entering into any lease/assignment/mortgage or any other agreement.
5. It is agreed that the **First Party** is at liberty to dispose the **Schedule Property** as he deems fit and the **Second Party** has no claim whatsoever over the **Schedule Property** in any form.
6. It is further agreed that this Cancellation of Agreement to Sell has settled in finality all matters related to or in respect of the Agreement to Sell dated 05-05-2011 and that all legal notices, claims and counterclaims, if any, made in respect thereof are deemed to be withdrawn by the respective Parties and have become non est in law.
7. It is also recorded by way of abundant caution that the Agreement to Sell dated 05-05-2011 has now become null and void and no action for specific performance and / or any other relief will lie against any of the Parties hereto.
8. The **First Party** is hereby lawfully entitled to deal with the **Schedule Property** in whatsoever manner he may think fit.

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16-17

5538/15-16

9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2nd Cross, Malleswaram, Bangalore – 560 003, to present and admit this Deed executed by the Second Party before the jurisdictional Sub-Registrar in terms of Special Power of Attorney dated 12-07-2012.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by	:	Property belongs to Mr. Ramaiah;
West by	:	Property belongs to Mr. Ramappa.
North by	:	Sanne Amanikere Road;
South by	:	Property belongs to Mr. Narasimhaiah.

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5538/15-16

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IN WITNESS WHEREOF, the PARTIES have executed this **CANCELLATION OF AGREEMENT TO SELL** in the presence of the witnesses attesting hereunder:

WITNESSES:

1. S/o Lakshmipathy
Dec

(MUNINANJAPPA)
FIRST PARTY
Rep. by his Regd. GPA
Holder Sri. K. Muniraju

2. S/o Lakshmi
Dec

(PRATEEK KUMAR)
SECOND PARTY

Drafted By:

Drafted by me
(NARASIMHA REDDY A.V)
Advocate
KAR 3810/03

Certified under Section ... of the ...
Certified ...
Rupees ...
has been ...
Receipt No. ...
S/o.D/o W/o. ...
... Stamp duty
... Bill Paid vide
... at ...

[redacted]

BK 1 5550/15-16

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟವನ್ನು ಒಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಹೊಂದಿದ ಪುಟಗಳನ್ನು
1ನೇ ಪುಟಕ ನಕಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ 10300
16-17

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5550/15-16

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23nd day of September Two Thousand and Fifteen (23/09/2015):

BY:

Mr. Muninanjappa,
S/o. Late. Appajappa,
Aged about 48 years,
Maralu Bagilu,Ward No-9,
Devanahalli.
Bangalore Rural District.

Represented by his Registered GPA Holder
Mr. K. Muniraju,
S/o. Late Kempanna,
Aged about 45 years,
R/at Prashanthnagar,
Devanahalli Town,
Bangalore Rural District.

Hereinafter referred to as the **VENDOR** (which term unless repugnant to the context, shall mean and include, his heirs, successors, representatives, administrators and assigns) OF THE ONE PART;

IN FAVOUR OF:

Sri. A. JANARDHANA SHETTY,
S/o Late Sankappa Shetty,
Aged about 72 years,
Residing at No.31A, Imperial Court,
Cunningham Road,
Bangalore – 560 052.

Hereinafter referred to as the **PURCHASER** (which term unless repugnant to the context, shall mean and include his heirs, successors, representatives, administrators and assigns) OF THE OTHER PART;

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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 A. Janardhana Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash
ಒಟ್ಟು :	12570.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC, ACTS Pune.

WHEREAS the agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 Guntas (including 0.16 guntas Kharab) in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto, hereinafter referred to as the SCHEDULE PROPERTY is acquired by the VENDOR from its previous owner Sri. N. H. Bahasker Reddy S/o H. P. Shiva Reddy, represented by his GPA holder Mr. Suresh Jain and Smt. Sangeetha Jain, in terms of sale deed dated 01-09-2008, registered as Document No.DNH-1-01727/2009-01, of Book-1, Stored in CD No-DNHD 176, in the office of the Sub-Registrar, Devanahalli.

WHEREAS the SCHEDULE PROPERTY is the self acquired property of the VENDOR and since the date of acquisition VENDOR has been paying taxes to the concerned revenue authorities and revenue records of the SCHEDULE PROPERTY is in the name of the VENDOR in terms of MR No.14/2011-12.

AND WHEREAS thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

AND WHEREAS the VENDOR has executed registered General Power of Attorney in favour of Mr. K. Muniraju S/o Late Kempanna, dated 30.04.2011, registered as document No- DNH-4-00060/2011-12, Stored in DC No- DNHD 223, in the office of the Sub-registrar, Devanahalli, in respect of the aforesaid land delegating all the powers including power of alienation and same is still subsisting.

AND WHEREAS, the Vendor had entered into registered agreement to sell dated 05.05.2011 with one Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, The said agreement to sell is registered in the office of the Sub Registrar, Devanahalli as document No. DNH-1-00530/2011-12, of Book No-

255

ಪ್ರತಿ ನಕಲು ಆಯ್ಕೆ

Print Date & Time: 23-09-2015 12:18:07 PM

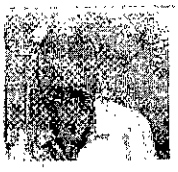
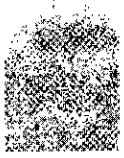
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5550

5550/15-16

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12.05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

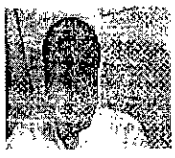
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	420.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

ಶ್ರೀ A. Janardhana Shetty S/o Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankapaa Shetty			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಒಬೆರುಕೊಟ್ಟಾಗಿ/ಮತ್ತು ಪೂರ್ಣ /ಭಾಗದ ಪ್ರತಿಫಲ ರೂ..... ... . (ರೂಪಾಯಿ. ....ಮಾತ್ರ
ದ್ವಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty . (ಒಬೆರುಕೊಂಡವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Munikaju S/o. Late Kempanna . (ಒಬೆರುಕೊಂಡವರು)			K. Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

I, Stored in CD No- DNHD223. Subsequently the said Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, have desired to give up his claim/interest under the agreement dated 05.05.2011 and the Vendor who is the owner of the property has also agreed for the same and both are mutually have been cancelled the agreement dated 05.05.2011, vide its cancellation of agreement dated 23.09.2015, regisresterd as document No- 5538/15-16 in the office of the Sub-Registrar, Devanahalli.

AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

(a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind;

(c) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

Based on the said representations, the Purchaser has agreed to purchase the Schedule Property from the Vendor herein and the parties are desirous of reducing the terms agreed into writing.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o. Kempanna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05550-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧ್ವನಿಮುದ್ರಿಕೆಯಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

23/09/2015

ಎಂ.ವಿ. ಸತೀಶ್
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

5550/16

10300/-
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NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of the price hereby agreed and the advance paid, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase, morefully described in the Schedule herein below and hereinafter referred to as the "**Schedule Property** " subject to the following terms and conditions:-

1. SALE PRICE

1.1) The total consideration / price payable by the Purchaser to the Vendor for the Schedule Property shall be **Rs.1,25,05,000/- (Rupees One Crore Twenty Five Lakhs Five Thousand Only);**

1.2) Out of the total sale consideration mentioned in sub Clause 1.1 of Clause 1 hereinabove, the Purchaser has paid an advance of **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** to the Vendor in the following manner;

1.3) **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** by way of Cheque bearing No- 946596, dated 22.09.2015 , drawn on Corporation Bank, Bangalore, in favour of Vendor herein.

1.4) The balance amount of the Sale Consideration **i.e. Rs. 50,00 /- (Rupees Five Thousand Only)** shall be paid by the Purchaser to the Vendor at the time of registration of Sale Deed.

2. **TIME FOR COMPLETION:**

2.1) The sale shall be complete within one year from the date entering into this agreement subject obtaining the necessary and required permission/s for conversion of the Schedule mentioned property from agricultural purpose/s to non-agricultural (residential or commercial or industrial) purpose/s

or for change of land use under the zoning regulations of the Planning Authorities, whichever is later.

2.2) It is agreed to between the Parties that the Schedule Property will be purchased by the Purchaser only upon scrutiny of the entire title documents and upon satisfaction of the title of the Vendor herein.

2.3) It is agreed to between the Parties that the Property shall be registered in the name of the Purchaser or his/she nominee as and when the Vendor establishes a good marketable title over the same.

2.4) Failure on the part of the Vendor to furnish the title documents to the Purchaser in order to establish their title over the Schedule Property the Vendor shall be liable to pay twice the amount of the sale price agreed by the parties herein in Clause 1.1 above.

3. **TITLE / VENDOR'S OBLIGATIONS:**

3.1) The Vendor shall make out and convey a good, marketable and subsisting title in regard to the Schedule Property to the Purchaser;

3.2) The sale of the Schedule Property shall be free from encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

3.3) The Vendor shall pay all rates, taxes and cesses in regard to the Schedule 'Property up to date of sale;

3.4) The Vendor shall convert the schedule property at his own cost and produce necessary documents immediately within one month from today.

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3.5) The Vendor shall produce zonal certificate confirming that the schedule property is situated in a commercial/residential zone.

3.6) The Vendor has assured that purchaser that the schedule property free from all encumbrance, charge, injunction, mortgage and court attachment he has got clear marketable title to the schedule property and he shall be convey clear marketable title in favour of the Purchaser and on this assurance alone the Purchaser has entered into this agreement.

4. **TITLE DEEDS:**

4.1) The sale of the Schedule Property mentioned herein below is subject to the Vendor establishing a good marketable title over the Schedule Property.

4.2) The Vendor shall provide all the necessary documents of title pertaining to the Schedule Property to ascertain and affirm the title of the Vendor herein. The Vendor shall deliver all the original title deeds and other related documents relating to the Schedule Property to the Purchaser at the time of execution of the Deed of Sale.

5. **POSSESSION:**

The Vendor shall deliver vacant possession of the Schedule Property to the Purchaser on the date of execution of Deed of Sale;

6. **EXPENSES:**

6.1) The expenses relating to Stamp Duty and registration charges in regard to the Deed of Conveyance shall be borne by the Purchaser;

6.2) The cost of making out a good and marketable title with all requisite sanctions and clearances shall be borne by the Vendor;

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6.3) It is specially agreed between the parties, incase for any reasons, the parties are to bear stamp duty or penalty in respect of this agreement and the same shall be borne by the Vendor.

7. **NOMINATION:**

The Vendor shall execute a Deed of Sale in regard to the Schedule Property either in favour of the Purchaser and / or her nominee/s and / or her assignees as required by the Purchaser on the same terms;

8. **CONSEQUENCES OF BREACH:**

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach;

A Notarized Copy of this Agreement to Sell shall be in possession of the Vendor.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 guntas (including 0.16 guntas Kharab), in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by : Property belongs to Mr. Ramaiah
West by : Property belongs to Mr. Ramappa,
North by: Sanna Amanikere Road
South by: Property belongs to Mr. Narasimhaiah.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT OF SALE in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

VENDOR
(Rep. GPA Holder K. Muniraju)

2)

PURCHASER

Drafted by Me

A.V. Narasimha Reddy KNR 3810
Advocate
No-121, 1st Floor, Amar Tower,
Gandhinagar,
Bangalore - 560009.

Certified Under section 19 of the Karnataka Stamp Act, 1957
Page 8 of 8
Rupees ... Stamp Duty
has been Collected at the S.R.O. ... Paid vide
Receipt No. ... dated ...
S/o.D/o W/o ... Residing at ...

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

I.A.No.3

IN

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. 14/R of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY,
Aged about 41 years,
S/o late N.H.P.Shiva Reddy,
residing at No.C-17,
Kudremukh Colony,
2nd Block, Koramangala,
Bangalore-560 034 ...PLAINTIFF

A N D

1. **SRI.MUNINANJAPPA,**
aged about 49 years,
S/o late Appajappa,
residing at Ward No.9,
Maralubagilu,
Devanahalli Town,
Bangalore Rural District.

2. **SRI.K.MUNIRAJU,**
aged about 44 years,
S/o late Kempanna,

injunction is passed, no prejudice will be caused to the Defendants. On the other hand, I will be put to great hardship, inconvenience and justice will suffer. I have got a prima facie case and the balance of convenience is in my favour.

WHEREFORE I pray that this Hon'ble Court be pleased to pass appropriate orders as prayed for in the accompanying application, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true to the best of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFORE ME

Bangalore,

Date:

No. of corrections :

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY ...PLAINTIFF

A N D

SRI.MUNINANJAPPA and others ...DEFENDANTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** aged about 41 years, S/o late N.H.P.Shiva Reddy, residing at No.C-17, Kudremukh Colony, 2nd Block, Koramangala, Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am I in the above case and well conversant with the facts of the case and hence, I am swearing to this affidavit.

No. of corrections:

same I came to know that the name of the 1st Defendant has been entered in the Revenue records as per the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore. Then once again I was shocked and surprised and applied for the Certified copy of the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and obtained the same and after going through the same, I came to know that the 1st Defendant herein without having any manner of right, title or interest over any bit of the suit schedule property maneuvered to get the revenue entries in his name and without the knowledge of me obtained the Impugned Order in his favour. Against the said order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore I have preferred a Revision Petition before the Deputy Commissioner, Bangalore Rural District, Bangalore. The said Revision Petition is still pending for adjudication. I submit that again on 8-11-2011 the 1st Defendant along with the Defendants No.2 and 3 and some henchmen came near the suit schedule property and tried to interfere with my peaceful possession and enjoyment of

the schedule property. I once again questioned the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 disclosed that the Defendants No.1 to 3 have got some documents. On hearing the same I once again shocked and surprised and on that day resisted the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 went away declaring that they will come again and oust me from the possession of the suit schedule property. I submit that on 9-11-2011 I have applied for the certified copy of Encumbrance Certificate in the Office of the Sub-Registrar, Devanahalli and on the same day I obtained the certified copy of the Encumbrance Certificate and after going through the same I came to know the illegalities committed by the Defendants No.1 to 3. After I came to know about the illegalities committed by the Defendants No.1 to 3 I have also applied for the alleged documents and obtained the same on the same day itself. After going thorough the one by one alleged documents i.e., the alleged Sale Deed dated 24-7-2009 executed by the alleged G.P.A holders namely Suresh

Jain, S/o Chagan Jain and Sangeetha Jain W/o Suresh Jain, in favour of the 1st Defendant herein which is registered as document No.DNH-1-01727/2009-10, dated 24-7-2009 and stored in C.D.No.DNHD.176. At no point of time I have executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain. The said persons are strangers to me and also to the suit schedule property. I submit that on the basis of the alleged Sale Deed the 1st Defendant herein has executed the alleged Agreement of Sale in favour of the 2nd Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2nd Defendant acting as a General Power of Attorney holder of the 1st Defendant has executed another Agreement of Sale which is registered as Document No.DNH-1-00530/2011-12 dated 5-5-2011 stored in C.D.No.DNHD-223, are highly illegal, inoperative, void and are liable to be cancelled. As already stated above, I have not executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain.

No. of corrections :

I submit that on the basis of the above said alleged documents the Defendants No.1 to 3 often and often interfering with my peaceful possession and enjoyment of the suit schedule property. Inspite of police Complaint lodged before the jurisdictional police station, the police have not received the Complaint from me, instead the police have advised to me to approach the civil court for the needed relief. I submit that I never received any single paise from the Defendants or from the aforesaid fictitious General Power of Attorney Holders. I submit that I have executed a General Power of Attorney only in respect of Survey No.22 measuring 2 acres 8 guntas, including 8 guntas karab situated at Sanne Ammanikere village, Kasaba Hobli, Devanahalli Taluk in favour of Suresh Jain and Sangeetha Jain, except this I have not executed any other General Power of Attorney in respect of any other property belonging to him either in favour of Suresh Jain and Sangeetha Jain or anybody else. I submit that I am a law abiding citizen. The Defendants are highly influential persons backed with men and money and politically motivated persons. The Defendants by one or the other way to knock off the

valuable property belonging to me and also in order to deprive my legitimate rights, maneuvered to get the revenue entries in their names on the basis of the alleged documents. I submit that unless the Defendants No.1 to 3 are restrained by this Hon'ble Court by an order of permanent injunction, it is difficult for me to resist the illegal and high handed activities of the Defendants, as the Defendants are often and often by interfering with my peaceful possession and enjoyment of the suit schedule property. I further submit that now I reliably came to know the Defendants are making hectic efforts to alienate the suit schedule property to third parties in order to have wrongful gain and to cause wrongful loss to me. Hence I filed this suit to protect my interest in respect of the schedule property.

5. I submit that under the above facts and circumstances it is just and necessary to pass an order of temporary injunction restraining the Defendants, their agents or any one claiming under them from in any manner encumbering and alienating the suit schedule property to third parties. If an order of temporary

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY,
S/o late N.H.P.Siva Reddy,
aged about 41 years,
Residing at No.C-17,
Kundremukh Coony,
2nd Block, Koramangala,
Bangalore-560 034 ...PETITIONER

A N D

1. **THE TAHSILDAR,**
Devanahalli Taluk,
Devanahalli

2. **THE ASSISTANT COMMISSIONER,**
Doddaballapura Sub-Division,
Podium Block, Vidhana Veedhi
Bangalore-560 001

3. **SRI.MUNINANJAPPA,**
S/o late Appajappa,
aged about 49 years,
residing at No.9,
Maralu Bagilu,
Devanahalli Town,
Bangalore Rural District ...RESPONDENTS

...

UNDER SECTION 136 (3) OF THE KARNATAKA LAND REVENUE ACT, 1964, THE PETITIONER ABOVE NAMED BEGS TO SUBMIT AS FOLLOWS:-

1. The addresses of the parties for the purpose of service of notice, summons etc., from this Hon'ble Court are as shown in the cause title. The Petitioner may also be served through his Advocate **G.N.RAMESH**, Advocate, No.95, 1st Floor, 24th Cross, Opposite to 19th Cross, Cubbonpet Main Road, Bangalore-560 002.

2. The Petitioner above named begs to prefer this Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent on the following among other grounds:

BRIEF FACTS OF THE CASE

3. The Petitioner submits that he is the absolute owner of the property bearing Survey No.25 measuring 5 acres 16 guntas including 16 guntas of kharab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Petitioner has

acquired the above said property under a Registered Sale Deed dated 1-3-2005 from its previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. Since from the date of Purchase, the Petitioner is in peaceful possession and enjoyment of the above said property.

4. The Petitioner submits that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the said property and tried to interfere with the peaceful possession and enjoyment of the Petitioner and tried to carryout agricultural operation illegally. On hearing the same, the Petitioner rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, the Petitioner was shocked and surprised about the say of the 3rd Respondent and with the help of neighbourers and villagers, the Petitioner resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. The Petitioner on 14-10-2011 obtained the R.T.C and mutation in respect

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stated above and not intentional. However, the Petitioner has filed a separate application for condonation of delay, in preferring the above Revision Petition.

WHEREFORE, the Petitioner prays that this Hon'ble Court be pleased to call for the records pertaining to the Order dated 4-7-2011 passed in R.A.(D) No.26/2011-12 from the file of the second Respondent and also the records in M.R.No.14/2011-12 dated 1-10-2011 from the file of the first Respondent, set-aside the Impugned Order if the first and second Respondents by allowing this Revision Petition, and to pass such other order or orders as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs, in the interest of justice and equity.

ADVOCATE FOR PETITIONER PETITIONER

VERIFICATION

I, the Petitioner in the above case, do hereby declare and verify that what is stated above is true to the best of my knowledge, information and belief.

Bangalore,

Date: PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

I.A.No.1

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 5 OF THE LIMITATION ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

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BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

229

3. I submit that to-day I have filed the above Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent.

4. I submit that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the aforesaid property belonging to me and tried to interfere with my peaceful possession and enjoyment and tried to carryout agricultural operation illegally. On hearing the same, I rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, I was shocked and surprised about the say of the 3rd Respondent and with the help of my neighbourers and villagers; I have resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. I submit that, on 14-10-2011, I have obtained the R.T.C and mutation in respect of the aforesaid property. After

No. of corrections:

going through the same, I obtained the Order from the 2nd Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2nd Respondent, I have applied for the certified copy of the above said order and obtained the same. After going through the said Order, I once again shocked and surprised about the illegal act committed by the Respondent No.3. I submit that, the 3rd Respondent has no manner of right, title or interest over the entire extent of land because at no point of time I have alienated the above said property in favour of the 3rd Respondent herein. The 3rd Respondent herein in order to deprive my legitimate right has maneuvered to get the revenue entries in his name on the basis of the alleged documents. The alleged documents on the basis of which the 3rd Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2nd Respondent is highly illegal, inoperative, void and the same is liable to be set-aside.

5. I submit that as stated above, till 13-10-2011 I am not aware of the Impugned Order of the 2nd Respondent. I submit that I am not a party to the proceedings before the 2nd Respondent. I submit that the delay in preferring the above appeal is for the above said bonafide and beyond my control. I submit that the delay, if any, in preferring the above appeal is not condoned, I will be put to greater hardship, inconvenience and loss and my very

No. of corrections:

227

property rights will be deprived off. On the other hand no prejudice will be caused to the Respondent No.3 or anybody else, if this application is allowed. I have got good grounds to be urged before this Hon'ble Court.

WHEREFORE, I pray that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above appeal, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true and correct to the best to of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFOREME

Bangalore,

Date:

No. of corrections:

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

I.A.No.2

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 55 OF THE KARNATAKA LAND REVENUE ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to stay the operation of the Impugned Order in R.A.(D) 26/11-12 dated 4-7-2011 and M.R.No.14/2011-12, passed by the 1st and 2nd Respondent in respect of the Survey No.25 measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, pending disposal of the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

CRNO 450/06
25/02/06

3.

224

[illegible] JUDGE AND JMFC, Devanahalli

SMT [illegible]LAPPA

[illegible] TO PAY THIS HON'BLE COURT TO [illegible] AGAINST THE ACCUSED [illegible] TO 3 UNDER [illegible] UNDER ANY OTHER PROVISION OF [illegible] ACCORDANCE WITH LAW IN THE [illegible]

[illegible] JUDGE AND JMFC, Devanahalli
BANGALORE RURAL

11/1/06
[illegible] submitted
[illegible] 8/16 [illegible] complaint
[illegible]

TRUE COPY
EXAMINED

223

1. Copy applied on 25/02/16
2. Receiving
3. Copy
14/03/16
27/02/16
27/02/16
27/02/16
xerox

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ

(ದಂಡಪ್ರಕ್ರಿಯ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli,Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವೃತ್ತ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

ಅಪರಾಧ ಸಂಖ್ಯೆ : 0008/2016 ಪ್ರ.ವ.ವ.ದಿನಾಂಕ : 18/01/2016

2. ಕಾಯ್ದೆ ಮತ್ತು ಕಲಂಗಳು : IPC 1860 (U/s-406,418,420,34)

3. (a) ಕೃತ್ಯ ನಡೆದ ದಿನ : Wednesday ದಿನಾಂಕ ದಿಂದ : 23/09/2015 ದಿನಾಂಕ ವರೆಗೆ : 23/09/2015

ವೇಳೆಯಿಂದ : 11:00:00 ವೇಳೆಯವರೆಗೆ : 13:00:00

(b) ಠಾಣೆಯಲ್ಲಿ ವರ್ತಮಾನ ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕ : 18/01/2016 12:30:00 ಬರವಣಿಗೆಯಲ್ಲಿ / ಹೇಳಿಕೆ :

Judicial/Magistrate reference

(c) ಪಿರ್ಯಾದುದಾರ / ಬಾತ್ಮೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

(d) ಜನರಲ್ ಡೈರಿ ಉಲ್ಲೇಖ ಸಂಖ್ಯೆ ಮತ್ತು ಸಮಯ : 1 , 12:30:00

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Talluk, Bengaluru District, Karnataka, 562110

(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South

(c) ಗ್ರಾಮ : TALUK OFFICE ಗಸ್ತಿನ ಹೆಸರು : 1 st BEAT

(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿರ್ಯಾದುದಾರ/ಬಾತ್ಮೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ: : Farmer

(d) ಧರ್ಮ : (e) ಜಾತಿ :

(f) ಫ್ಯಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್: :

(h) ದೂರವಾಣಿ : (i)ರಾಷ್ಟ್ರೀಯತೆ : India

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received on 18.1.16 at 5.30 pm in the open court hours PC 4661 4 DPS with our endorsement 18/1/16

(k) ವಿಳಾಸ : Bidaluru
Village.,Kasaba
Hobali, Devanahalli
Tq. , Bengaluru
District ,
Karnataka-562110

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರ ಖುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್

seen

6. ಗೊತ್ತಿರುವ / ಅನುಮಾನಿತ/ಅಪರಿಚಿತ ವ್ಯಕ್ತಿಯ ಪೂರ್ತಿ ವಿವರಗಳು

Sl.No.	ಹೆಸರು / ತಂದೆಯ ಹೆಸರು / ಜಾತಿ / ವಿಳಾಸ	ವಿಧ	ವ್ಯಕ್ತಿಯ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1	Muniraju K(A1) ,Prashanth Nagar,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Adult	Male	49	
2	Muninanjappa(A2) ,Maralubagilu,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Common man	Male	52	
3	Janardhan Shetty A(A3) ,No 31 a Imperial court,Kanningham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೊಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

Sl.No	Property Type	Item description	Estimated Value (in Rs.)
1			

ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

9. ಪಂಚನಾಮ ವರದಿ / ಯು.ಡಿ. ಕೇಸ್. ಸಂಖ್ಯೆ :

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದಿಂದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ, ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸಣ್ಣಅಮಾನಿಕೆರೆ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾರಿ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೊಂದಾಯಿತ ಫವರ್ ಆಫ್ ಅಟಾರ್ನಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೊಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾಧಿನಾನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾಧೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಂದು ಸದರಿಯವರ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿರ್ಯಾದಿಯವರಿಗೆ ಅವರದ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟೆಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಧಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ 157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪಿರ್ಯಾದಿಯ ಸಹಿ/ ಹೆಬ್ಬೆರಳಿನ ಗುರುತು

13. ನ್ಯಾಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸಿದ ದಿನಾಂಕ ಮತ್ತು ಸಮಯ : 18/01/2016 13:00:00

14. ನ್ಯಾಯಾಲಯಕ್ಕೆ ತೆಗೆದುಕೊಂಡು ಹೋದ ಪಿಸಿ/ ಹೆಚ್.ಸಿ : MUTHAPPA R , PC 4661

ಓದಿ ಹೇಳಲಾಗಿ ಕೇಳಲಾಗಿ ಸರಿಯಿದೆ

ಠಾಣಾಧಿಕಾರಿಯ ಸಹಿ

ಆರಕ್ಷಕ ಉಪ ನಿರೀಕ್ಷಕರು
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ
ಬೆಂಗಳೂರು ನಗರ
ಹೆಸರು:NANDISH - PSI

TRUE COPY

ಪರಿಶೀಲಿಸಿದ
EXAMINER

(1) (219)

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan B.R
S/o Ramamurthy
Aged about 37 years
Residents of Bidaluru village,
Kasaba Hobli,
Devanahalli Taluk
Bangalore Rural District. Complainant

And

1. K. Muniraju
S/o Kempanna
Aged about 49 years
Resident of Prashanthnagar,
Devanahalli Town
And
The Chariman of Akash International School and Founder Secretary of Akash Institute of Medical Science and Research Center.

2. Muninajappa
S/o Appajappa
Aged about 52 years
Residing at Maralabagilu,
Ward No.9, Devanahalli Town.

3. A Janardhan Shetty
S/o Sankappa Shetty
Aged about 72 years
Residing at No. 31 A, Imperial Court,
Kanningham Road, Bangalore 560052. Accused

Court present and presented the complaint u/s 200 of Cr PC. Perused. Registered as PCR. Involving Section 156(3) of Cr PC the court is referred to ACP, Devanahalli & to submit report by 20/2/16
21/12/15

MEMORANDUM OF PRIVATE COMPLAINT UNDER SECTION 200 OF CODE OF CRIMINAL PROCEDURE.

The Complainant above named begs to submit as under:

1. That the complainant herein is farmer and he also involved in the business of real estate in and around Devanahalli. Since, he is involved in such type of business he use of sell and buy lands legally.

(218)

(2)

2. It is pertinent to state that Accused no.1 being relative and well reputed person in Devanahalli, he offered to sell his land bearing Sy.. No. 25 measuring to an extent of 5 acres (and also 16 guntas of kharab land) situated at Sanne Annamikere Village, Kasaba Hobli, Devanahalli Taluk. At the intervention of the mediators/brokers negotiation was done and thereafter the Accused no. 1 had agreed and accepted to sell his property for the valuable sale consideration of Rs. 49,00,000/ (Rupess Forty Nine Lakhs only).

3. The complainant submits that, subsequent to obtaining of relevant documents relating to the property mentioned above on 30-04-2011, the said property was acquired by the Accused no. 1 by way of Registered General Power of Attorney which was duly registered in the office of the Sub Registrar, Devanahalli vide Document no. DNH-4 00060/2011 12 of book No. IV, stored on CD No. DNHD-223.

4. The complainant further submits that, subsequent to verification of relevant documents both complainant and Accused no. 1 along with mediators have fixed the date for getting registration of the property in favor of complainant herein. On 26-07-2013 date was fixed for registration of the property and on the same day itself the complainant has been paid total sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only) by way of cash to the accused no.1 with the presence of mediators and witnesses and which was duly registered in the office of Sub Registrar Devanahalli vide Document no. P 3941/2013-14. Further, the document is not yet released, since the matter is pending before the District Registrar on the ground that duty and penalty of the document.

5. The complainant submits that, on the date of registration of the property itself the vacant and physical possession of the property has been delivered to the complainant but the Accused no. 1 had agreed and accepted that subsequent to registration of the property he will put barbed fence to the entire property.

6. The Complainant further submits that, when the things stood at this juncture **the accused No. 1 to 2 with common intention to knock out the entire extent of property i.e, land measuring 5 acres 16 guntas (includes kharab),** have prepared frivolous, collusive documents, including registered Agreement to Sell which is duly registered in the office of the Sub-Registrar for a valuable sale consideration of Rs. 1,25,05,000/- (Rupees One Crore Twenty Five Lakh Five Thousand only) vide document no. DNH-1-5550/2015-16 C D No. DNHD561 dated: 23-09-2015, which amounts to cheating and criminal mis-breach of trust. It is pertinent to submit that, only after registration of the property the complainant came to know that the civil disputes.

7. The complainant also submit that in the mean time suppressing all these proceedings and to nullify the court orders the accused no. 1 to 3 have created collusive Agreement to sell and Hence all the accused persons herein have been committing the offence one after the other continuously, with the sole intention to knock out the valuable property of the complainant.

8. The complainant submit that, when the said aspect came to the light of complainant immediately on 16-12-2015, he rushed to jurisdictional police and lodged complaint against the accused herein and on that day itself the police have issued an acknowledgment for having received the same. But till today the jurisdictional police have failed to take any steps against the accused and they have failed to bestow justice to the complainant.

9. From the overall above conduct of Accused No. 1 to 3 herein, that they have common intention to defraud, and to knock out the valuable 5 acres 16 guntas of land in Sanne Amanikere village, belongs to Complainant which is worth of more than 6 crores, and have committed series of offences in the process. The accused No.1 to 3 have definitely guided by illegal and irrelevant considerations by mis using and abusing the statutory power and position of chairman of the Institution and have not only got themselves enriched and caused undue harm and hard ship to

Bhala

complainant. The accused No. 1 to 3 in order to knock out valuable properties measuring 5 acre 16 guntas in Sanne Amanikere village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District have committed offences punishable under sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 and accordingly an investigation is required by this Hon'ble Court. Hence, the accused have involved such type of criminal breach of trust by way of cheating a person whose interest the offender was bound, either by law or by legal contract, to protect and, have cheated and thereby dishonestly including delivery of the property.

Wherefore, the Complainant humbly pray this Hon'ble Court to take cognizance of the offences against the accused No. 1 to 3 under sections sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 or under any other provision of law and try them and punish them in accordance with law, in the interest of justice.

Devanahalli
Date : 21/12/2015

Complainant

Counsel for Complainant

EXAMINER

5

IN THE COURT OF THE PRINICIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Madhusudhan — Complainant

AND

Munraju K and another — Accused

LIST OF WITNESSESS

1. Sri Vinod
   S/o Kempanna
   Aged about 30 years
   Residing at Shanapppanahalli Village
   Kundana Hobli, Devnahalli Taluk.

2. Vasanth kumar
   S/o Munipapiah
   Aged about 37 years
   Residing at Byachapura Village
   Kasaba Hobli, Devanahalli Taluk

Devanahalli

Dated: 21 12 2015

Advocate for Complainant

TRUE COPY

EXAMINER

215 A

05/02/2016

14/03/16

07/02/16.

27/02/16

27/02/16

Xerox.

Premna

24 A

TO

UTI Infrastructure Technology and
Services Ltd, No.1/28, G floor,
Sunlight Building, Asaf Ali Road,
New Delhi Metro Station area,
New Delhi, Delhi- 110002

भारतीय डाक
India Post

SP To: NSH DELHI Hub
EK586546412IN
Counter No:1,UP-Code:04
Amount:Rs92.00
Wt:210grams,25/01/2017 12:39
From:DEVANAHALLI (562110)
Delvr@:DOR[illegible]

To,

Date-25-1-2017

Hon'ble Justice (Retd)
R.M Lodha Committee
(In the matter of PACL Limited)
The Ashok, Anexe Building (Oudh Corridor)
50-B, Chanakyapuri,
New Delhi-110021

From,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562 110
Ph-09632097999

Respected sir,

Subject:- Request to draw my property situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District of Karnataka State, Bearing immovable property land in Sy no.25 an extent of 5 acre.

I am the actual owner and in physical possession of the said land bearing Sy No.25 an extent of 5 acres 16 guntas. Recently the news has been spread in the locality of my property and on hearing such news of the properties kept for auction of sale in and around of my land. I got verified and accordingly went behind information and learnt on obtaining the news paper through online that the committee has been formed and land belongs PACL has been meant for auction sale. Prior to this neither I did not have knowledge nor information with regard to same.

That I am an agriculturist and with a plan and object I invested my hard earned money towards purchase of the above said land from my vendor being represented by his GPA holder vide

registered sale deed dated 27/07/2013. Prior to proceedings for purchase I got it verified and obtained legal opinion and learnt that whatever the agreement and GPA executed by the owner of the land came to be cancelled and thereafter fresh registered GPA has been executed in favour of one Muniraju.K and after confirmation right of my vendor and empower of Muniraju.K to convey the land has proceeded to purchase.

That the PACL company or any of its representatives is in no way connected to this property and they did not have any title documents in their favour nor possession, as earlier they only an agreement holder in the name of one Pratheek Kumar and same came to be cancelled on 23/09/2015, prior to the sale in my favour. The non-existent of right in their favour is apparent, on the other hand right and ownership of me is clear as per the sale deed and till date the revenue entries is standing in the name of my vendor Muninanjappa.

However the said aspect is not scrutinized by CBI nor the concerned authorities and keeping me in darkness published in the news paper and online keeping the property for auction alleging that it pertains to PACL limited.

It is also pertinent to place that civil disputes in connection with the said land of me is also pending in consideration before the Senior Civil Judge at Devanahalli in OS No.14/2012, before the Deputy Commissioner, Bangalore Rural District in RP No.63/2011-12 and Private Complaint in PCR No.639/2015 before the JMFC at Devanahalli.

It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number of properties 272 pertaining to Karnataka state in MR number column 24755-16.

That besides requesting this Hon'ble committee through placing information I have also forwarded the copy of this representation cum request application to the CBI, New Delhi and UTI infrastructure Technology Services Ltd.

Thanking You

(Madhusudhan B.R)

Your's faithfully

ENCLOSED:-

1. Search document (My property is marked in marker)
2. Copy of registered sale deed dated 27/07/2013
3. Present RTC standing in the name of my vendor Muninanjappa
4. Copy of document indicating cancellation of agreement holded by Pratheek Kumar through registered cancellation of agreement to sell dated 22/09/2015
5. Copy of IA No.3 in OS No.14/2011
6. Copy of petition in case number RP NO.63/2011-12
7. Copy of private complaint in PCR No.639/2015 before JMFC at Devanahalli.

COPY TO:-

1). CBI
Central Bureau of Investigation
Plat No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
New Delhi-110 003

2). CBI
Central Bureau of Investigation
36, Bellary Road, Dena Bank Colony,
Ganga Nagar, Bengaluru,
Karnataka-560 032

3) UTI Infrastructure Technology and Services Ltd,
Ground Floor, 'A' Wing, Kapoor Apartment,
No.1, Junction of Punjabi Lane and Chadavarkar Road,
B/h Om Shanthi Chowk,

R11

Borivali West, Mumbai,
Maharashtra-400092

And also at

UTI Infrastructure Technology and Services Ltd
No.1/28, G floor, Sunlight Building,
Asaf Ali Road, New Delhi Metro Station area,
New Delhi, Delhi- 110002

UTI Infrastructure Technology and Services Ltd
No.6, Cambridge Road, Second Floor,
Opposite Annes College, Ulsoor,
Bengaluru, Karnataka-560 008

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
STATE	Karnataka	DISTRICT	Bengaluru Rural
TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show | View Selected Properties

NO. OF PROPERTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EOI
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS	1	Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING DTD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	EOI
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Rnod, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Banglore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Banglore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	View	EOI
10159-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no 187, RMV II stage, 12th Cross dollars colony, Bangalore 560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshw...	32/17 (4.00) acre	View	EOI
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	View	EOI

P 3941/13-14 (209)

ನಕಲು ಪ್ರತಿ ನೀಡಲಾಗಿದೆ
1ನೇ ಪುಟದ ನಕಲು ಲಗತ್ತಿಸಲಾಗಿದೆ P.3941
13-14

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made & executed on this the TWENTY-SIXTH DAY OF JULY YEAR TWO THOUSAND THIRTEEN **(26-07-2013)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Sri. Appajappa,
Aged about 50 Years
Residing at Maralabagilu, Ward No.9,
Devanahalli Town,
Bangalore Rural District.

Hereinafter called the **VENDOR,** which expression unless repugnant to the context otherwise shall mean and include their legal heirs, legal representatives, executors, agents, nominees, assigns, administrators, successors-in-interest etc., on the One Part.

Represented by his Registered GPA Holder Sri. K. MUNIRAJU, Aged about 46 Years, S/o Late Kempanna, residing at No.366, K.M.P. Arcade, 3rd Floor, R. T. Nagar Main Road, R. T. Nagar, Bangalore – 560 032, in terms of Document No.DNH-4-00060/2011-12, dated 30-04-2011, of Book-IV, stored in CD No.DNHD223, in the Office of the Sub-Registrar, Devanahalli.

IN FAVOUR OF:

Sri. B. R. MADHU SUDHAN,
S/o B. N. Rama Murthy,
Aged about 33 Years,
Residing at Bidaluru Village,
Kasaba Hobli, Devanahalli Taluk.
Bangalore Rural District, PIN-562 110.

K Muni

ಗಂಪ..P.3941

Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

ಶ್ರೀ ಬಿ.ಆರ್.. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ .

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಆಂಜಿನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

Hereinafter called the **PURCHASER**, which expression unless repugnant to the context otherwise shall mean and include his legal heirs, legal representatives executors, administrators, successors-in-interest, nominees, agents, etc., on the Other Part.

WHEREAS the VENDOR herein is the absolute owner in actual, peaceful and in physical possession and enjoyment of the Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanne Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is more fully described in the Schedule hereunder, and the same hereinafter referred to as 'Schedule Property', for the sake of brevity and clarity.

WHEREAS the Schedule Property was originally an Inam Land belonging to Lord Hanumantha Temple which one Sri. Narayanappa being the Cultivator, who filed an application before the Land Tribunal in LRF(INA) 260,173/1980-81 to grant the Schedule Property in his favour. The Land Tribunal in its Order dated 10-05-1982 considered his application and granted him Hiduvali Rights over the Schedule Property. Subsequently, the Revenue Records were changed in the name of the said Sri. Narayanappa.

WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.

WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 and 08-12-1994 respectively, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. Anil Kumar Gupta in terms of M. R. No.07/1995-96 and M.R. No.08/1995-96 respectively.

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ಸಂ: 4 ಸಲ್ಲಿಸಿದ ದಿನಾಂಕ
ಕಂಪಿ. P 3941/13-14

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಹಿಂಚಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	
2	ವಿನೋದ್ ಬಿನ್ ಹಿಂಪಣ್ಣ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	Vinod

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

WHEREAS subsequently, the said Sri. Anil Kumar Gupta sold the Schedule Property in favour of one Sri. N. H. Bhaskar Reddy for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-05035/2004-05 dated 01-03-2005, of Book-I and stored in CD No.DNHD39, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. N. H. Bhaskar Reddy in terms of M. R. No.117/2005-06.

WHEREAS subsequently, the said Sri. N. H. Bhaskar Reddy through his GPA Holder Sri. Suresh Jain, sold the Schedule Property in favour of the Vendor herein for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-01727/2009-10 dated 24-07-2009, of Book-I and stored in CD No.DNHD176, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the Vendor herein.

All the revenue records are standing in the name of Vendor herein and he is in possession and enjoyment of the property by paying land revenue to the Government as owner thereof.

WHEREAS the Khata/mutations in respect of the Schedule Property are standing in the name of vendor in the revenue records of the Revenue Authorities. The VENDOR is paying the taxes regularly in respect of the Schedule property to the Concerned Authorities as owners in possession and enjoyment of the Schedule property.

WHEREAS, the VENDOR is in need of funds for his, legal and family necessities, has offered for sale of the Schedule Property and the PURCHASER has accepted the offer made by the VENDOR and agreed to purchase the Schedule mentioned property.

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ಸಂಖ್ಯೆ: P394

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 ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ , ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ನಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C- DAC ACTS Pune.

WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

a) That the Vendor is the absolute owner and is in possession and enjoyment and personal occupation of the Schedule Property;

b) That the title of the Vendor to the Schedule Property hereby conveyed is absolute, good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

c) 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 Schedule Property hereby conveyed;

d) That the Schedule Property is not subjected to any attachments before or after Judgment, encumbrances, Court proceedings in execution or otherwise, mortgages, charge or lien or minor claim;

e) That the Vendor has not entered into any agreement/arrangement for sale or transfer of the Schedule Property or portions thereof with anyone else;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) The Vendor declares that he is an agriculturist and belongs to a family of agriculturists and no proceedings under sections 79A, 79B and 80 or under any of the Provisions of the Karnataka Land Reforms Act are pending in respect of the Scheoule Property or portions thereof before any Authority.

K. Murar

h) That the Schedule Property is not a property 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;

i) That the Vendor has paid the land revenue, taxes and other statutory charges with regard to the Schedule Property;

j) That the Vendor does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax, which would affect their title to the Schedule Property;

WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and agreement and in consideration of the Purchaser having paid the entire mutually agreed sale consideration of **Rs.49,00,000/- (Rupees Forty-nine Lakhs Only)** by way of Cash on various dates, to the Vendor herein, in the presence of the witnesses attesting hereunder, which the Vendor, hereby acknowledges, acquits and discharges the Purchaser of such payment, the Vendor as the full, absolute, sole, exclusive, beneficial owner of the Schedule Property, hereby convey, sell, transfer, alienate, grant, assign UNTO the Purchaser all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its full, absolute, sole, exclusive, beneficial owner thereof with all privileges, benefits, easements, heriditaments and absolutely free from encumbrances of whatsoever nature, subject to the covenants hereinafter appearing:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the

income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

b) The Vendor has this day delivered the vacant physical possession of the Schedule Property to the Purchaser, pursuant to this sale deed and the Purchaser hereby acknowledges having taken the vacant possession of the Schedule Property.

c) The Vendor has no objection for the Purchaser approaching the relevant Revenue Authorities, Thasildar, seeking transfer/registration of Khatha and the Special Deputy Commissioner, Bangalore for conversion in the name of the Purchaser herein in regard to the Schedule Property and for payment of taxes by the Purchaser herein.

d) The Purchaser shall be liable to pay all out goings in regard to the Schedule Property including taxes due to the Revenue Authorities, for the purposes of registration of Khatha in regard to the Schedule Property.

e) Subject to the Purchaser discharging the obligations and observing the terms and conditions contained herein, the Vendor covenants with the Purchaser that the Purchaser shall be entitled to hold, possess, build upon and enjoy the Schedule Property, as its full, absolute, beneficial, exclusive owner thereof.

f) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss, liability, 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 or by breach of the covenants herein above contained or against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the

ರೆಕಾಡ್

ಗ್ರಾಮ ನಮೂನೆ ೨ 1 3 5 9 7 3 5 2 9 7

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು: --ಹೋಬಳಿ :-

1. ಸರ್ವೆ ನಂಬರು	3. ಪೇತವಾರು	ಎಕರೆ	ಗುಂಟೆ	ಆ	4. ಕಂದಾಯ	ಸ
	ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ				(ಅ) ಭೂ ಕಂದಾಯ	
	ಪೂಟ್ ಖರಾಬ್ (ಅ)				(ಬ) ಜೋಡಿ	
	ಪೂಟ್ ಖರಾಬ್ (ಬ)	5.16.00.00			(ಕ) ಸೆಸ್ಸುಗಳು	9.
	ಉಳಿದದ್ದು	0.16.00.00			(ಡ) ನೀರಿನ ದರ	
2. ಹಿಸ್ಸಾ		5.00.00.00			ಒಟ್ಟು	

5. ಮಣ್ಣಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ			8. ಪೇತುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿ			
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬ
ಕೆಂಪು							
6. ಪಟ್ಟಾ							
ಸರ್ಕಾರಿ							

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇ ವಿಸ್ತೀ ಎ
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾಡಿಸ್ಟ್	ಸ್ವಂತ	

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK/5538
15-16

ನಕಲು ಪ್ರತಿ ರೂ.9.00 ಪೈಸೆಗಳನ್ನು ಹೊಂದಿದೆ
ಇದೇ ಪುಟದ ಸಂಖ್ಯೆ 5538/15-16 ಸಂಖ್ಯೆ 10249
16-17

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ಈ ದಸ್ತಾವೇಜು 7 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

DEED OF CANCELLATION OF AGREEMENT TO SELL

This **DEED OF CANCELLATION of AGREEMENT TO SELL** is made and executed on this the TWENTY-SECOND DAY OF SEPTEMBER YEAR TWO THOUSAND FIFTEEN **(22-09-2015)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Appajappa,
Aged about 52 Years,
Residing at Maralubagilu,
Ward No.9, Devanahalli,
Bangalore Rural District.

Represented by his Registered GPA Holder

Sri. K. MUNIRAJU,
Aged about 48 Years,
Son of Late Sri. Kempanna,
No.366, Matadahalli,
R T Nagar Main Road,
Bangalore – 560 032.

hereinafter referred to as the **First Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors in interest and title and assigns) of the ONE PART:

AND:

Sri. PRATEEK KUMAR,
Son of Mr. Praful Kumar,
Aged about 47 years,
Residing at Row House No.1,
Gold Field Enclave,
South Main Road,
Koregoan Park, PUNE – 411 001.

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: Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K Muniraju S/o Late Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹೆಚ್ಚಿದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC ACTS Pune.

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hereinafter referred to as the **Second Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives or assignees thereof) of the OTHER PART:

WHEREAS the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of Rs.3,00,00,000/- (Rupees Three Crores Only) which was registered as Document No.DNH-1-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the **First Party** has agreed to sell to the **Second Party** agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto hereinafter referred to as the **Schedule Property**.

WHEREAS in terms of the above agreement the **Second Party** had paid a sum of **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) by Cheque No.890642 dated 23-04-2011 drawn on IDBI Bank, Yerawada, Pune, as earnest money/part sale price to purchase the **Schedule Property**.

WHEREAS due to certain issues and difficulties arising out of the said transaction, the **Second Party** could not honour the above agreement and execute the Sale Deed / Deed of Conveyance in favour of the **First Party**, the **Parties** herein have decided to cancel the said Agreement to Sell dated 05-05-2011, which is accepted by both the Parties herein.

WHEREAS in consideration of the circumstances stated above, the Parties hereto have mutually agreed without any dissent, that it is in the interest of all concerned that the Agreement to Sell dated 05-05-2011 entered into between the **First Party** and the **Second Party** is hereby cancelled;

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ಗುರುತಿಸುವವರು

5538/15-16

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05538-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧ್ವನಿಮುದ್ರಿಕೆಯಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

3. The Parties hereby agree and affirm that each of them have no claim of whatsoever nature against the other under or in respect of the afore-mentioned Agreement to Sell dated 05-05-2011 or towards costs or expenses incurred by them towards or in pursuance of the Agreement to Sell dated 05-05-2011 and also the **Second Party** shall hereby hand over the Original Agreement to Sell dated 05-05-2011 along with all the documents pertaining to the **Schedule Property** to the custody of the First Party.
4. The **Second Party** hereby confirms that he has not encumbered the **Schedule Property** in any manner nor created any right, title or interest on the **Schedule Property** by entering into any lease/assignment/mortgage or any other agreement.
5. It is agreed that the **First Party** is at liberty to dispose the **Schedule Property** as he deems fit and the **Second Party** has no claim whatsoever over the **Schedule Property** in any form.
6. It is further agreed that this Cancellation of Agreement to Sell has settled in finality all matters related to or in respect of the Agreement to Sell dated 05-05-2011 and that all legal notices, claims and counterclaims, if any, made in respect thereof are deemed to be withdrawn by the respective Parties and have become non est in law.
7. It is also recorded by way of abundant caution that the Agreement to Sell dated 05-05-2011 has now become null and void and no action for specific performance and / or any other relief will lie against any of the Parties hereto.
8. The **First Party** is hereby lawfully entitled to deal with the **Schedule Property** in whatsoever manner he may think fit.

9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2nd Cross, Malleswaram, Bangalore – 560 003, to present and admit this Deed executed by the Second Party before the jurisdictional Sub-Registrar in terms of Special Power of Attorney dated 12-07-2012.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by	:	Property belongs to Mr. Ramaiah;
West by	:	Property belongs to Mr. Ramappa.
North by	:	Sanne Amanikere Road;
South by	:	Property belongs to Mr. Narasimhaiah.

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IN WITNESS WHEREOF, the PARTIES have executed this **CANCELLATION OF AGREEMENT TO SELL** in the presence of the witnesses attesting hereunder:

WITNESSES:

1. S/o Kadappanahally

(MUNINANJAPPA)
FIRST PARTY
Rep. by his Regd. GPA
Holder Sri. K. Muniraju

2. S/o Lapam

(PRATEEK KUMAR)
SECOND PARTY

Drafted By:

Drafted by me
(NARASIMHA REDDY.V)
Advocate
KAR 3810/03

ಈ ನಕಲು ಪ್ರತಿಯನ್ನು ಮೂಲದ

Certified under Section ... of the ...
Certified ...
Rupees ...
has been ...
Receipt No. ...
S/o.D/o W/o. ...
... duty
... Paid vide
... at ...

ದೇವನಹಳ್ಳಿ ಇವರ ಮೊಹರು
Registrar of Devanahalli
Bangalore Rural District

Bk I 5550/15-16

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಒಂದು ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ
1ನೇ ಪುಟದ ನಕಲು ಅಂಚೆ ಸಂಖ್ಯೆ 10300
16-17

5550/15-16

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23rd day of September Two Thousand and Fifteen (23/09/2015):

BY:

Mr. Muninanjappa,
S/o. Late. Appajappa,
Aged about 48 years,
Maralu Bagilu,Ward No-9,
Devanahalli.
Bangalore Rural District.

Represented by his Registered GPA Holder
Mr. K. Muniraju,
S/o. Late Kempanna,
Aged about 45 years,
R/at Prashanthnagar,
Devanahalli Town,
Bangalore Rural District.

Hereinafter referred to as the **VENDOR** (which term unless repugnant to the context, shall mean and include, his heirs, successors, representatives, administrators and assigns) OF THE ONE PART;

IN FAVOUR OF:

Sri. A. JANARDHANA SHETTY,
S/o Late Sankappa Shetty,
Aged about 72 years,
Residing at No.31A, Imperial Court,
Cunningham Road,
Bangalore – 560 052.

Hereinafter referred to as the **PURCHASER** (which term unless repugnant to the context, shall mean and include his heirs, successors, representatives, administrators and assigns) OF THE OTHER PART;

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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 A Janardhana Shetty S/o Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ಧೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash
ಒಟ್ಟು :	12570.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC ACTS Pune.

WHEREAS the agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 Guntas (including 0.16 guntas Kharab) in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto, hereinafter referred to as the SCHEDULE PROPERTY is acquired by the VENDOR from its previous owner Sri. N. H. Bahasker Reddy S/o H. P. Shiva Reddy, represented by his GPA holder Mr. Suresh Jain and Smt. Sangeetha Jain, in terms of sale deed dated 01-09-2008, registered as Document No.DNH-1-01727/2009-01, of Book-1, Stored in CD No-DNHD 176, in the office of the Sub-Registrar, Devanahalli.

WHEREAS the SCHEDULE PROPERTY is the self acquired property of the VENDOR and since the date of acquisition VENDOR has been paying taxes to the concerned revenue authorities and revenue records of the SCHEDULE PROPERTY is in the name of the VENDOR in terms of MR No.14/2011-12.

AND WHEREAS thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

AND WHEREAS the VENDOR has executed registered General Power of Attorney in favour of Mr. K. Muniraju S/o Late Kempanna, dated 30.04.2011, registered as document No- DNH-4-00060/2011-12, Stored in DC No- DNHD 223, in the office of the Sub-registrar, Devanahalli, in respect of the aforesaid land delegating all the powers including power of alienation and same is still subsisting.

AND WHEREAS, the Vendor had entered into registered agreement to sell dated 05.05.2011 with one Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, The said agreement to sell is registered in the office of the Sub Registrar, Devanahalli as document No. DNH-1-00530/2011-12, of Book No-

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[redacted] ನಕಲು

Print Date & Time/ 23-09-2015 12 18:07 PM

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5550

5550/15-16

[redacted]

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12 05 09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಮೊತ್ತದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ಮೊತ್ತ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200 00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	420 00
3	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	35 00
	ಒಟ್ಟು	655 00

ಶ್ರೀ A Janardhana Shetty S/o Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ A Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ /ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ).....ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty (ಬರೆಸಿಕೊಂಡವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K Muniraju S/o. Late Kempanna . (ಬರೆದುಕೊಟ್ಟವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

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5550/15-16

I, Stored in CD No- DNHD223. Subsequently the said Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, have desired to give up his claim/interest under the agreement dated 05.05.2011 and the Vendor who is the owner of the property has also agreed for the same and both are mutually have been cancelled the agreement dated 05.05.2011, vide its cancellation of agreement dated 23.09.2015, regisresterd as document No- 5538/15-16 in the office of the Sub-Registrar, Devanahalli.

AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

(a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind;

(c) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

Based on the said representations, the Purchaser has agreed to purchase the Schedule Property from the Vendor herein and the parties are desirous of reducing the terms agreed into writing.

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ಸಂಖ್ಯೆ: 10300/ 5550/14
16/17

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o. Kemponna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05550-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧ್ವರಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸೋಂದಾಯಿಸಲಾಗಿದೆ

23/09/2015

ಎಂ.ವಿ. ಸತೀಶ್
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

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NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of the price hereby agreed and the advance paid, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase, morefully described in the Schedule herein below and hereinafter referred to as the "**Schedule Property** " subject to the following terms and conditions:-

1. SALE PRICE

1.1) The total consideration / price payable by the Purchaser to the Vendor for the Schedule Property shall be **Rs.1,25,05,000/- (Rupees One Crore Twenty Five Lakhs Five Thousand Only);**

1.2) Out of the total sale consideration mentioned in sub Clause 1.1 of Clause 1 hereinabove, the Purchaser has paid an advance of **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** to the Vendor in the following manner;

1.3) **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** by way of Cheque bearing No- 946596, dated 22.09.2015 , drawn on Corporation Bank, Bangalore, in favour of Vendor herein.

1.4) The balance amount of the Sale Consideration **i.e. Rs. 50,00 /- (Rupees Five Thousand Only)** shall be paid by the Purchaser to the Vendor at the time of registration of Sale Deed.

2. **TIME FOR COMPLETION:**

2.1) The sale shall be complete within one year from the date entering into this agreement subject obtaining the necessary and required permission/s for conversion of the Schedule mentioned property from agricultural purpose/s to non-agricultural (residential or commercial or industrial) purpose/s

or for change of land use under the zoning regulations of the Planning Authorities, whichever is later.

2.2) It is agreed to between the Parties that the Schedule Property will be purchased by the Purchaser only upon scrutiny of the entire title documents and upon satisfaction of the title of the Vendor herein.

2.3) It is agreed to between the Parties that the Property shall be registered in the name of the Purchaser or his/she nominee as and when the Vendor establishes a good marketable title over the same.

2.4) Failure on the part of the Vendor to furnish the title documents to the Purchaser in order to establish their title over the Schedule Property the Vendor shall be liable to pay twice the amount of the sale price agreed by the parties herein in Clause1.1 above.

3. **TITLE / VENDOR'S OBLIGATIONS:**

3.1) The Vendor shall make out and convey a good, marketable and subsisting title in regard to the Schedule Property to the Purchaser;

3.2) The sale of the Schedule Property shall be free from encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

3.3) The Vendor shall pay all rates, taxes and cesses in regard to the Schedule 'Property up to date of sale;

3.4) The Vendor shall convert the schedule property at his own cost and produce necessary documents immediately within one month from today.

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3.5) The Vendor shall produce zonal certificate confirming that the schedule property is situated in a commercial/residential zone.

3.6) The Vendor has assured that purchaser that the schedule property free from all encumbrance, charge, injunction, mortgage and court attachment he has got clear marketable title to the schedule property and he shall be convey clear marketable title in favour of the Purchaser and on this assurance alone the Purchaser has entered into this agreement.

4. **TITLE DEEDS:**

4.1) The sale of the Schedule Property mentioned herein below is subject to the Vendor establishing a good marketable title over the Schedule Property.

4.2) The Vendor shall provide all the necessary documents of title pertaining to the Schedule Property to ascertain and affirm the title of the Vendor herein. The Vendor shall deliver all the original title deeds and other related documents relating to the Schedule Property to the Purchaser at the time of execution of the Deed of Sale.

5. **POSSESSION:**

The Vendor shall deliver vacant possession of the Schedule Property to the Purchaser on the date of execution of Deed of Sale;

6. **EXPENSES:**

6.1) The expenses relating to Stamp Duty and registration charges in regard to the Deed of Conveyance shall be borne by the Purchaser;

6.2) The cost of making out a good and marketable title with all requisite sanctions and clearances shall be borne by the Vendor;

K Murali

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6.3) It is specially agreed between the parties, incase for any reasons, the parties are to bear stamp duty or penalty in respect of this agreement and the same shall be borne by the Vendor.

7. **NOMINATION:**

The Vendor shall execute a Deed of Sale in regard to the Schedule Property either in favour of the Purchaser and / or her nominee/s and / or her assignees as required by the Purchaser on the same terms;

8. **CONSEQUENCES OF BREACH:**

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach;

A Notarized Copy of this Agreement to Sell shall be in possession of the Vendor.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 guntas (including 0.16 guntas Kharab), in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by : Property belongs to Mr. Ramaiah
West by : Property belongs to Mr. Ramappa,
North by: Sanna Amanikere Road
South by: Property belongs to Mr. Narasimhaiah.

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60.300

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT OF SALE in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

VENDOR
(Rep. GPA Holder K. Muniraju)

2)

PURCHASER

Drafted by Me

A.V. Narasimha Reddy
Advocate
No-121, 1st Floor, Amar Tower,
Gandhinagar,
Bangalore - 560009.

Certified under Section 1[illegible] of the Karnataka Stamp Act, 1957 [illegible] Rupees [illegible] has been Collected at the SRO [illegible] Paid vide Receipt No. [illegible] S/o.D/o W/o [illegible] residing at [illegible]

(177)

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

I.A.No.3

IN

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. 14/2 of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY,
Aged about 41 years,
S/o late N.H.P.Shiva Reddy,
residing at No.C-17,
Kudremukh Colony,
2nd Block, Koramangala,
Bangalore-560 034 ...PLAINTIFF

A N D

1. **SRI.MUNINANJAPPA,**
aged about 49 years,
S/o late Appajappa,
residing at Ward No.9,
Maralubagilu,
Devanahalli Town,
Bangalore Rural District.

2. **SRI.K.MUNIRAJU,**
aged about 44 years,
S/o late Kempanna,

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residing at No.366,
K.M.P. Arcade, 3rd Floor,
R.T.Nagaar Main Road,
Bangalore-560 032

3. **SRI.AYUSH THAPA**
aged about 28 years,
S/o Sri.Mahendra Singh Thapa,
residing at No.187,
Sofia Manzil, 12th Cross,
Dollars Colony,
Bangalore-560 094 ...DEFENDANTS

...

UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, the Plaintiff in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to pass an order of temporary injunction restraining the Defendants No.1 to 3, their agents or anyone acting under them or on behalf of them from in any manner encumbering or alienating the suit schedule property to third parties, pending disposal of the above suit. The Plaintiff further prays for an ad-interim order in like terms pending disposal of the above application, in view of the urgency of the matter, in the interest of justice and equity.

SCHEDULE

All the piece and parcel of the immovable property being agricultural land measuring to an extent of 5 (Five) Acres which is exclusive of 16 guntas of karab landing Survey No.25 situated Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore District and bounded on the :

EAST BY: Property of Ramaiah;

WEST BY: Property of Ramappa;

NORTH BY: Property bearing Survey No.24;

SOUTH BY: Property of Narasimhaiah;

Bangalore,

Date:

ADVOCATE FOR PLAINTIFF

injunction is passed, no prejudice will be caused to the Defendants. On the other hand, I will be put to great hardship, inconvenience and justice will suffer. I have got a prima facie case and the balance of convenience is in my favour.

WHEREFORE I pray that this Hon'ble Court be pleased to pass appropriate orders as prayed for in the accompanying application, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true to the best of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFORE ME

Bangalore,

Date:

No. of corrections :

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY ...PLAINTIFF

A N D

SRI.MUNINANJAPPA and others ...DEFENDANTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** aged about 41 years, S/o late N.H.P.Shiva Reddy, residing at No.C-17, Kudremukh Colony, 2nd Block, Koramangala, Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am I in the above case and well conversant with the facts of the case and hence, I am swearing to this affidavit.

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2. I submit that the averments made in the plaint may kindly be read as part and parcel of this affidavit to avoid repetition of facts.

3. I submit that, I am the absolute owner in possession and enjoyment of the property bearing Survey No.25, measuring 5 acres 16 guntas including 16 guntas of karab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is an agricultural land. I have acquired the said property under a Registered Sale Deed, registered as Document No.DNH-1-05035/2004-05, Book I, stored in C.D.No.DNHD39, dated 1-3-2005 from the previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. I submit that the said Anilkumar Gupta, has acquired the above said property under a valid Registered Sale Deed dated 2-12-1994 and 8-12-1994 respectively, registered as document No.2020/1994-95, Book I, volume No.1548 at pages 63 to 68 and document No.2064/1994-95, Book I, volume No.1548 at pages 113 to 116 as an agricultural land. I submit that the R.T.C and mutation entries have been

No. of corrections :

made in my name in the records of the Devanahalli Taluk office for the years 2005 to 2011 in respect of the above said property. Thus I am in peaceful possession and enjoyment of the above said property as absolute owner thereof. The said property is the subject matter of this suit described in the schedule to the plaint.

4. I submit that on 13-10-2011 the Defendant No.1 herein along with some henchmen, coolies and tractors came near the suit schedule property and tried to carryout the agricultural operation illegally. On hearing the same I have rushed to the spot and questioned the high handed and illegal activities of the 1st Defendant. At that time, the 1st Defendant disclosed that, he has got some documents in respect of the suit schedule property. On hearing the same, I was shocked and surprised about the say of the 1st Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1st Defendant and his henchmen. I submit that on 14-10-2011 I have obtained the certified copies of the R.T.C and mutation in respect of the suit schedule property. After going through the

same I came to know that the name of the 1st Defendant has been entered in the Revenue records as per the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore. Then once again I was shocked and surprised and applied for the Certified copy of the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and obtained the same and after going through the same, I came to know that the 1st Defendant herein without having any manner of right, title or interest over any bit of the suit schedule property maneuvered to get the revenue entries in his name and without the knowledge of me obtained the Impugned Order in his favour. Against the said order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore I have preferred a Revision Petition before the Deputy Commissioner, Bangalore Rural District, Bangalore. The said Revision Petition is still pending for adjudication. I submit that again on 8-11-2011 the 1st Defendant along with the Defendants No.2 and 3 and some henchmen came near the suit schedule property and tried to interfere with my peaceful possession and enjoyment of

the schedule property. I once again questioned the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 disclosed that the Defendants No.1 to 3 have got some documents. On hearing the same I once again shocked and surprised and on that day resisted the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 went away declaring that they will come again and oust me from the possession of the suit schedule property. I submit that on 9-11-2011 I have applied for the certified copy of Encumbrance Certificate in the Office of the Sub-Registrar, Devanahalli and on the same day I obtained the certified copy of the Encumbrance Certificate and after going through the same I came to know the illegalities committed by the Defendants No.1 to 3. After I came to know about the illegalities committed by the Defendants No.1 to 3 I have also applied for the alleged documents and obtained the same on the same day itself. After going thorough the one by one alleged documents i.e., the alleged Sale Deed dated 24-7-2009 executed by the alleged G.P.A holders namely Suresh

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Jain, S/o Chagan Jain and Sangeetha Jain W/o Suresh Jain, in favour of the 1st Defendant herein which is registered as document No.DNH-1-01727/2009-10, dated 24-7-2009 and stored in C.D.No.DNHD.176. At no point of time I have executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain. The said persons are strangers to me and also to the suit schedule property. I submit that on the basis of the alleged Sale Deed the 1st Defendant herein has executed the alleged Agreement of Sale in favour of the 2nd Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2nd Defendant acting as a General Power of Attorney holder of the 1st Defendant has executed another Agreement of Sale which is registered as Document No.DNH-1-00530/2011-12 dated 5-5-2011 stored in C.D.No.DNHD-223, are highly illegal, inoperative, void and are liable to be cancelled. As already stated above, I have not executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain.

No. of corrections :

I submit that on the basis of the above said alleged documents the Defendants No.1 to 3 often and often interfering with my peaceful possession and enjoyment of the suit schedule property. Inspite of police Complaint lodged before the jurisdictional police station, the police have not received the Complaint from me, instead the police have advised to me to approach the civil court for the needed relief. I submit that I never received any single paise from the Defendants or from the aforesaid fictitious General Power of Attorney Holders. I submit that I have executed a General Power of Attorney only in respect of Survey No.22 measuring 2 acres 8 guntas, including 8 guntas karab situated at Sanne Ammanikere village, Kasaba Hobli, Devanahalli Taluk in favour of Suresh Jain and Sangeetha Jain, except this I have not executed any other General Power of Attorney in respect of any other property belonging to him either in favour of Suresh Jain and Sangeetha Jain or anybody else. I submit that I am a law abiding citizen. The Defendants are highly influential persons backed with men and money and politically motivated persons. The Defendants by one or the other way to knock off the

valuable property belonging to me and also in order to deprive my legitimate rights, maneuvered to get the revenue entries in their names on the basis of the alleged documents. I submit that unless the Defendants No.1 to 3 are restrained by this Hon'ble Court by an order of permanent injunction, it is difficult for me to resist the illegal and high handed activities of the Defendants, as the Defendants are often and often by interfering with my peaceful possession and enjoyment of the suit schedule property. I further submit that now I reliably came to know the Defendants are making hectic efforts to alienate the suit schedule property to third parties in order to have wrongful gain and to cause wrongful loss to me. Hence I filed this suit to protect my interest in respect of the schedule property.

5. I submit that under the above facts and circumstances it is just and necessary to pass an order of temporary injunction restraining the Defendants, their agents or any one claiming under them from in any manner encumbering and alienating the suit schedule property to third parties. If an order of temporary

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY,
S/o late N.H.P.Siva Reddy,
aged about 41 years,
Residing at No.C-17,
Kundremukh Coony,
2nd Block, Koramangala,
Bangalore-560 034 ...PETITIONER

A N D

1. **THE TAHSILDAR,**
Devanahalli Taluk,
Devanahalli

2. **THE ASSISTANT COMMISSIONER,**
Doddaballapura Sub-Division,
Podium Block, Vidhana Veedhi
Bangalore-560 001

3. **SRI.MUNINANJAPPA,**
S/o late Appajappa,
aged about 49 years,
residing at No.9,
Maralu Bagilu,
Devanahalli Town,
Bangalore Rural District ...RESPONDENTS

...

UNDER SECTION 136 (3) OF THE KARNATAKA LAND REVENUE ACT, 1964, THE PETITIONER ABOVE NAMED BEGS TO SUBMIT AS FOLLOWS:-

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1. The addresses of the parties for the purpose of service of notice, summons etc., from this Hon'ble Court are as shown in the cause title. The Petitioner may also be served through his Advocate **G.N.RAMESH**, Advocate, No.95, 1st Floor, 24th Cross, Opposite to 19th Cross, Cubbonpet Main Road, Bangalore-560 002.

2. The Petitioner above named begs to prefer this Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent on the following among other grounds:

BRIEF FACTS OF THE CASE

3. The Petitioner submits that he is the absolute owner of the property bearing Survey No.25 measuring 5 acres 16 guntas including 16 guntas of kharab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Petitioner has

acquired the above said property under a Registered Sale Deed dated 1-3-2005 from its previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. Since from the date of Purchase, the Petitioner is in peaceful possession and enjoyment of the above said property.

4. The Petitioner submits that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the said property and tried to interfere with the peaceful possession and enjoyment of the Petitioner and tried to carryout agricultural operation illegally. On hearing the same, the Petitioner rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, the Petitioner was shocked and surprised about the say of the 3rd Respondent and with the help of neighbourers and villagers, the Petitioner resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. The Petitioner on 14-10-2011 obtained the R.T.C and mutation in respect

stated above and not intentional. However, the Petitioner has filed a separate application for condonation of delay, in preferring the above Revision Petition.

WHEREFORE, the Petitioner prays that this Hon'ble Court be pleased to call for the records pertaining to the Order dated 4-7-2011 passed in R.A.(D) No.26/2011-12 from the file of the second Respondent and also the records in M.R.No.14/2011-12 dated 1-10-2011 from the file of the first Respondent, set-aside the Impugned Order if the first and second Respondents by allowing this Revision Petition, and to pass such other order or orders as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs, in the interest of justice and equity.

ADVOCATE FOR PETITIONER PETITIONER

VERIFICATION

I, the Petitioner in the above case, do hereby declare and verify that what is stated above is true to the best of my knowledge, information and belief.

Bangalore,

Date: PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

I.A.No.1

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 5 OF THE LIMITATION ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

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3. I submit that to-day I have filed the above Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent.

4. I submit that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the aforesaid property belonging to me and tried to interfere with my peaceful possession and enjoyment and tried to carryout agricultural operation illegally. On hearing the same, I rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, I was shocked and surprised about the say of the 3rd Respondent and with the help of my neighbourers and villagers; I have resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. I submit that, on 14-10-2011, I have obtained the R.T.C and mutation in respect of the aforesaid property. After

No. of corrections:

going through the same, I obtained the Order from the 2nd Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2nd Respondent, I have applied for the certified copy of the above said order and obtained the same. After going through the said Order, I once again shocked and surprised about the illegal act committed by the Respondent No.3. I submit that, the 3rd Respondent has no manner of right, title or interest over the entire extent of land because at no point of time I have alienated the above said property in favour of the 3rd Respondent herein. The 3rd Respondent herein in order to deprive my legitimate right has maneuvered to get the revenue entries in his name on the basis of the alleged documents. The alleged documents on the basis of which the 3rd Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2nd Respondent is highly illegal, inoperative, void and the same is liable to be set-aside.

5. I submit that as stated above, till 13-10-2011 I am not aware of the Impugned Order of the 2nd Respondent. I submit that I am not a party to the proceedings before the 2nd Respondent. I submit that the delay in preferring the above appeal is for the above said bonafide and beyond my control. I submit that the delay, if any, in preferring the above appeal is not condoned, I will be put to greater hardship, inconvenience and loss and my very

No. of corrections:

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property rights will be deprived off. On the other hand no prejudice will be caused to the Respondent No.3 or anybody else, if this application is allowed. I have got good grounds to be urged before this Hon'ble Court.

WHEREFORE, I pray that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above appeal, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true and correct to the best to of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFOREME

Bangalore,

Date:

No. of corrections:

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

I.A.No.2

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 55 OF THE KARNATAKA LAND REVENUE ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to stay the operation of the Impugned Order in R.A.(D) 26/11-12 dated 4-7-2011 and M.R.No.14/2011-12, passed by the 1st and 2nd Respondent in respect of the Survey No.25 measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, pending disposal of the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

CKNU 450/06
25/02/06

Affd for complaint

(159)

[illegible]

[illegible] THIS [illegible] COMPLAINT TO [illegible] ACCUSED [illegible] 3 UNDER [illegible] ANY OTHER PROVISION OF [illegible] IN ACCORDANCE WITH LAW IN THE [illegible]

[illegible]

[illegible] BANGALORE AND [illegible]
BANGALORE RURAL

[illegible]

[illegible]
[illegible] Submitted
[illegible] Complaint
[illegible]

TRUE COPY

[illegible]
EXAMINER

153

1. Copy applied on 25/02/16
2. Receiving Check List ready on
3. Copy ready on
14/03/16
27/02/16
27/02/16
27/02/16
xerox
Preeti

ಕರ್ನಾಟಕ, ರಾಜ್ಯ ಪೊಲೀಸ್

FSL-26/16

28/1/16

(152)

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ

(ದಂಡಪ್ರಕ್ರಿಯ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli,Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವೃತ್ತ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

ಅಪರಾಧ ಸಂಖ್ಯೆ : 0008/2016 ಪ್ರ.ವ.ವ.ದಿನಾಂಕ : 18/01/2016

2. ಕಾಯ್ದೆ ಮತ್ತು ಕಲಂಗಳು : IPC 1860 (U/s-406,418,420,34)

3. (a) ಕೃತ್ಯ ನಡೆದ ದಿನ : Wednesday ದಿನಾಂಕ ದಿಂದ : 23/09/2015 ದಿನಾಂಕ ವರೆಗೆ : 23/09/2015

ವೇಳೆಯಿಂದ : 11:00:00 ವೇಳೆಯವರೆಗೆ : 13:00:00

(b) ಠಾಣೆಯಲ್ಲಿ ವರ್ತಮಾನ ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕ : 18/01/2016 12:30:00 ಬರವಣಿಗೆಯಲ್ಲಿ / ಹೇಳಿಕೆ :

Judicial/Magistrate reference

(c) ಪಿರ್ಯಾದುದಾರ / ಬಾತ್ಮೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

(d) ಜನರಲ್ ಡೈರಿ ಉಲ್ಲೇಖ ಸಂಖ್ಯೆ ಮತ್ತು ಸಮಯ : 1 , 12:30:00

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Talluk, Bengaluru District, Karnataka, 562110

(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South

(c) ಗ್ರಾಮ : TALUK OFFICE ಗಸ್ತಿನ ಹೆಸರು : 1 st BEAT

(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿರ್ಯಾದುದಾರ/ಬಾತ್ಮೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ: : Farmer

(d) ಧರ್ಮ : (e) ಜಾತಿ :

(f) ಫ್ಯಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್: :

(h) ದೂರವಾಣಿ : (i)ರಾಷ್ಟ್ರೀಯತೆ : India

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received on 18.1.16 at 5.30 pm in the open court Hours, PC 4661 of DPS with the enclosure

18/1/16

(149)

(1)

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan B.R
S/o Ramamurthy
Aged about 37 years
Residents of Bidaluru village,
Kasaba Hobli,
Devanahalli Taluk
Bangalore Rural District.

Complainant

Court present and presented the court u/s 200 of Cr.PC. Perused. Registers as PCR. Involving Section 156(3) of Cr.PC the court is referred to ACP, Devanahalli & to submit report by 20/2/16

21/12/15

And

1. K. Muniraju
S/o Kempanna
Aged about 49 years
Resident of Prashanthnagar,
Devanahalli Town
And
The Chariman of Akash International School and Founder Secretary of Akash Institute of Medical Science and Research Center.

2. Muninajappa
S/o Appajappa
Aged about 52 years
Residing at Maralabagilu,
Ward No.9, Devanahalli Town.

3. A Janardhan Shetty
S/o Sankappa Shetty
Aged about 72 years
Residing at No. 31 A, Imperial Court,
Kanningham Road, Bangalore 560052.

Accused

MEMORANDUM OF PRIVATE COMPLAINT UNDER SECTION 200 OF CODE OF CRIMINAL PROCEDURE.

The Complainant above named begs to submit as under:

1. That the complainant herein is farmer and he also involved in the business of real estate in and around Devanahalli. Since, he is involved in such type of business he use of sell and buy lands legally.

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2

2. It is pertinent to state that Accused no.1 being relative and well reputed person in Devanahalli, he offered to sell his land bearing Sy.. No. 25 measuring to an extent of 5 acres (and also 16 guntas of kharab land) situated at Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk. At the intervention of the mediators/brokers negotiation was done and thereafter the Accused no. 1 had agreed and accepted to sell his property for the valuable sale consideration of Rs. 49,00,000/ (Rupess Forty Nine Lakhs only).

3. The complainant submits that, subsequent to obtaining of relevant documents relating to the property mentioned above on 30-04-2011, the said property was acquired by the Accused no. 1 by way of Registered General Power of Attorney which was duly registered in the office of the Sub Registrar, Devanahalli vide Document no. DNH-4 00060/2011-12 of book No. IV, stored on CD No. DNHD-223.

4. The complainant further submits that, subsequent to verification of relevant documents both complainant and Accused no. 1 along with mediators have fixed the date for getting registration of the property in favor of complainant herein. On 26-07-2013 date was fixed for registration of the property and on the same day itself the complainant has been paid total sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only) by way of cash to the accused no.1 with the presence of mediators and witnesses and which was duly registered in the office of Sub Registrar Devanahalli vide Document no. P 3941/2013-14. Further, the document is not yet released, since the matter is pending before the District Registrar on the ground that duty and penalty of the document.

5. The complainant submits that, on the date of registration of the property itself the vacant and physical possession of the property has been delivered to the complainant but the Accused no. 1 had agreed and accepted that subsequent to registration of the property he will put barbed fence to the entire property.

6. The Complainant further submits that, when the things stood at this juncture **the accused No. 1 to 2 with common intention to knock out the entire extent of property i.e, land measuring 5 acres 16 guntas (includes kharab),** have prepared frivolous, collusive documents, including registered Agreement to Sell which is duly registered in the office of the Sub-Registrar for a valuable sale consideration of Rs. 1,25,05,000/- (Rupees One Crore Twenty Five Lakh Five Thousand only) vide document no. DNH-1-5550/2015-16 C D No. DNHD561 dated: 23-09-2015, which amounts to cheating and criminal mis-breach of trust. It is pertinent to submit that, only after registration of the property the complainant came to know that the civil disputes.

7. The complainant also submit that in the mean time suppressing all these proceedings and to nullify the court orders the accused no. 1 to 3 have created collusive Agreement to sell and Hence all the accused persons herein have been committing the offence one after the other continuously, with the sole intention to knock out the valuable property of the complainant.

8. The complainant submit that, when the said aspect came to the light of complainant immediately on 16-12-2015, he rushed to jurisdictional police and lodged complaint against the accused herein and on that day itself the police have issued an acknowledgment for having received the same. But till today the jurisdictional police have failed to take any steps against the accused and they have failed to bestow justice to the complainant.

9. From the overall above conduct of Accused No. 1 to 3 herein, that they have common intention to defraud, and to knock out the valuable 5 acres 16 guntas of land in Sanne Amanikere village, belongs to Complainant which is worth of more than 6 crores, and have committed series of offences in the process. The accused No.1 to 3 have definitely guided by illegal and irrelevant considerations by mis using and abusing the statutory power and position of chairman of the Institution and have not only got themselves enriched and caused undue harm and hard ship to

complainant. The accused No. 1 to 3 in order to knock off valuable properties measuring 5 acre 16 guntas in Sanne Amanikere village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District have committed offences punishable under sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 and accordingly an investigation is required by this Hon'ble Court. Hence, the accused have involved such type of criminal breach of trust by way of cheating a person whose interest the offender was bound, either by law or by legal contract, to protect and, have cheated and thereby dishonestly including delivery of the property.

Wherefore, the Complainant humbly pray this Hon'ble Court to take cognizance of the offences against the accused No. 1 to 3 under sections sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 or under any other provision of law and try them and punish them in accordance with law, in the interest of justice.

Devanahalli

Date : 21/12/2015

Complainant

Counsel for Complainant

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Madhusudhan — Complainant

AND

Munnagu K and another — Accused

LIST OF WITNESSESS

1. Sri Vinod
   S/o Kempanna
   Aged about 30 years
   Residing at Shanapppanahalli Village
   Kundana Hobli, Devnahalli Taluk.

2. Vasanth kumar
   S/o Munipapiah
   Aged about 37 years
   Residing at Byachapura Village
   Kasaba Hobli, Devanahalli Taluk

Devanahalli

Dated: 21.12.2015

Advocate for Complainant

TRUE COPY

EXAMINER

(144)

95102/2016

14/03/16

27/02/16.

27/02/16

27/02/16

Xerox.

Premal

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
STATE	Karnataka	DISTRICT	Bengaluru Rural
TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show All Properties View Selected Properties

NO. OF PROPERTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EOI
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS	1	Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING DTD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	EOI
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Raod, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Banglore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Banglore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	View	EOI
10189-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no. 187, RMV II stage, 12th Cross dollars colony, Bangalore-560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural, Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	32/17 (4.00) acre	View	EOI
9914-15	1249/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Harun Rashid Talwai r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanhalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	View	EOI

To,

Date-25-1-2017

Hon'ble Justice (Retd)
R.M Lodha Committee
(In the matter of PACL Limited)
The Ashok, Anexe Building (Oudh Corridor)
50-B, Chanakyapuri,
New Delhi-110021

From,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562 110
Ph-09632097999

Respected sir,

Subject:- Request to draw my property situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District of Karnataka State, Bearing immovable property land in Sy no.25 an extent of 5 acre.

I am the actual owner and in physical possession of the said land bearing Sy No.25 an extent of 5 acres 16 guntas. Recently the news has been spread in the locality of my property and on hearing such news of the properties kept for auction of sale in and around of my land. I got verified and accordingly went behind information and learnt on obtaining the news paper through online that the committee has been formed and land belongs PACL has been meant for auction sale. Prior to this neither I did not have knowledge nor information with regard to same.

That I am an agriculturist and with a plan and object I invested my hard earned money towards purchase of the above said land from my vendor being represented by his GPA holder vide

registered sale deed dated 27/07/2013. Prior to proceedings for purchase I got it verified and obtained legal opinion and learnt that whatever the agreement and GPA executed by the owner of the land came to be cancelled and thereafter fresh registered GPA has been executed in favour of one Muniraju.K and after confirmation right of my vendor and empower of Muniraju.K to convey the land has proceeded to purchase.

That the PACL company or any of its representatives is in no way connected to this property and they did not have any title documents in their favour nor possession, as earlier they only an agreement holder in the name of one Pratheek Kumar and same came to be cancelled on 23/09/2015, prior to the sale in my favour. The non-existent of right in their favour is apparent, on the other hand right and ownership of me is clear as per the sale deed and till date the revenue entries is standing in the name of my vendor Muninanjappa.

However the said aspect is not scrutinized by CBI nor the concerned authorities and keeping me in darkness published in the news paper and online keeping the property for auction alleging that it pertains to PACL limited.

It is also pertinent to place that civil disputes in connection with the said land of me is also pending in consideration before the Senior Civil Judge at Devanahalli in OS No.14/2012, before the Deputy Commissioner, Bangalore Rural District in RP No.63/2011-12 and Private Complaint in PCR No.639/2015 before the JMFC at Devanahalli.

It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number of properties 272 pertaining to Karnataka state in MR number column 24755-16.

That besides requesting this Hon'ble committee through placing information I have also forwarded the copy of this representation cum request application to the CBI, New Delhi and UTI infrastructure Technology Services Ltd.

Thanking You

(Madhusudhan B.R)

Your's faithfully

ENCLOSED:-

1. Search document (My property is marked in marker)
2. Copy of registered sale deed dated 27/07/2013
3. Present RTC standing in the name of my vendor Muninanjappa
4. Copy of document indicating cancellation of agreement holded by Pratheek Kumar through registered cancellation of agreement to sell dated 22/09/2015
5. Copy of IA No.3 in OS No.14/2012
6. Copy of petition in case number RP NO.63/2011-12
7. Copy of private complaint in PCR No.639/2015 before JMFC at Devanahalli.

COPY TO:-

1). CBI
Central Bureau of Investigation
Plat No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
New Delhi-110 003

2). CBI
Central Bureau of Investigation
36, Bellary Road, Dena Bank Colony,
Ganga Nagar, Bengaluru,
Karnataka-560 032

3) UTI Infrastructure Technology and Services Ltd,
Ground Floor, 'A' Wing, Kapoor Apartment,
No.1, Junction of Punjabi Lane and Chadavarkar Road,
B/h Om Shanthi Chowk,

139

Borivali West, Mumbai,
Maharashtra-400092

And also at

UTI Infrastructure Technology and Services Ltd
No.1/28, G floor, Sunlight Building,
Asaf Ali Road, New Delhi Metro Station area,
New Delhi, Delhi- 110002

UTI Infrastructure Technology and Services Ltd
No.6, Cambridge Road, Second Floor,
Opposite Annes College, Ulsoor,
Bengaluru, Karnataka-560 008

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

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Show View Selected Properties

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24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
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10189-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no. 187, RMV II stage, 12th Cross dollars colony, Bangalore-560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural. Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	32/17 (4.00) acre	View	EOI
10194-15	1124/09 GPA	PACL India Limited r/o Barakhamba Road, New Delhi. Auth Person Hazar Rashid Talwar r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanhalli Karnataka	5.775.5 Acre 51 Guntas	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.18) Acre Gunta	View	EOI

P 3941/13-14

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ನಕಲು ಪಡೆದ ದಿನಾಂಕ P.3941/13-14

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made & executed on this the TWENTY-SIXTH DAY OF JULY YEAR TWO THOUSAND THIRTEEN **(26-07-2013)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Sri. Appajappa,
Aged about 50 Years
Residing at Maralabagilu, Ward No.9,
Devanahalli Town,
Bangalore Rural District.

Hereinafter called the **VENDOR,** which expression unless repugnant to the context otherwise shall mean and include their legal heirs, legal representatives, executors, agents, nominees, assigns, administrators, successors-in-interest etc., on the One Part.

Represented by his Registered GPA Holder Sri. K. MUNIRAJU, Aged about 46 Years, S/o Late Kempanna, residing at No.366, K.M.P. Arcade, 3rd Floor, R. T. Nagar Main Road, R. T. Nagar, Bangalore – 560 032, in terms of Document No.DNH-4-00060/2011-12, dated 30-04-2011, of Book-IV, stored in CD No.DNHD223, in the Office of the Sub-Registrar, Devanahalli.

IN FAVOUR OF:

Sri. B. R. MADHU SUDHAN,
S/o B. N. Rama Murthy,
Aged about 33 Years,
Residing at Bidaluru Village,
Kasaba Hobli, Devanahalli Taluk.
Bangalore Rural District, PIN-562 110.

K Muni

(136)

ಸಂಖ್ಯೆ P-3941

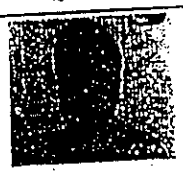
Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಆಂಜನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

Hereinafter called the **PURCHASER**, which expression unless repugnant to the context otherwise shall mean and include his legal heirs, legal representatives executors, administrators, successors-in-interest, nominees, agents, etc., on the Other Part.

WHEREAS the VENDOR herein is the absolute owner in actual, peaceful and in physical possession and enjoyment of the Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanne Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is more fully described in the Schedule hereunder, and the same hereinafter referred to as 'Schedule Property', for the sake of brevity and clarity.

WHEREAS the Schedule Property was originally an Inam Land belonging to Lord Hanumantha Temple which one Sri. Narayanappa being the Cultivator, who filed an application before the Land Tribunal in LRF(INA) 260,173/1980-81 to grant the Schedule Property in his favour. The Land Tribunal in its Order dated 10-05-1982 considered his application and granted him Hiduvali Rights over the Schedule Property. Subsequently, the Revenue Records were changed in the name of the said Sri. Narayanappa.

WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.

WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 and 08-12-1994 respectively, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. Anil Kumar Gupta in terms of M. R. No.07/1995-96 and M.R. No.08/1995-96 respectively.

(134)

ಸಂಖ್ಯೆ ..... ಸಂಖ್ಯೆ ಅಡಿ
ಸಂಖ್ಯೆ P 3941/13-14

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ		ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1		ಪ್ರಮೋದ್ ಬಿನ್ ಕಿಂಟಪ್ಪ ಪ್ರಶಾಂತನಗರ. ದೇವನಹಳ್ಳಿ ಟೌನ್	
2		ವಿನೋದ್ ಬಿನ್ ಕಿಂಪಣ್ಣ ಪ್ರಶಾಂತನಗರ. ದೇವನಹಳ್ಳಿ ಟೌನ್	Vinod

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

WHEREAS subsequently, the said Sri. Anil Kumar Gupta sold the Schedule Property in favour of one Sri. N. H. Bhaskar Reddy for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-05035/2004-05 dated 01-03-2005, of Book-I and stored in CD No.DNHD39, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were t ansferred in the name of the aforesaid Sri. N. H. Bhaskar Reddy in terms of M. R. No.117/2005-06.

WHEREAS subsequently, the said Sri. N. H. Bhaskar Reddy through his GPA Holder Sri. Suresh Jain, sold the Schedule Property in favour of the Vendor herein for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-01727/2009-10 dated 24-07-2009, of Book-I and stored in CD No.DNHD176, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the Vendor herein.

All the revenue records are standing in the name of Vendor herein and he is in possession and enjoyment of the property by paying land revenue to the Government as owner thereof.

WHEREAS the Khata/mutations in respect of the Schedule Property are standing in the name of vendor in the revenue records of the Revenue Authorities. The VENDOR is paying the taxes regularly in respect of the Schedule property to the Concerned Authorities as owners in possession and enjoyment of the Schedule property.

WHEREAS, the VENDOR is in need of funds for his, legal and family necessities, has offered for sale of the Schedule Property and the PURCHASER has accepted the offer made by the VENDOR and agreed to purchase the Schedule mentioned property.

(32)

ಸಂಖ್ಯೆ P39.41

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 ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ , ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ನಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C- DAC ACTS Pune.

WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

a) That the Vendor is the absolute owner and is in possession and enjoyment and personal occupation of the Schedule Property;

b) That the title of the Vendor to the Schedule Property hereby conveyed is absolute, good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

c) 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 Schedule Property hereby conveyed;

d) That the Schedule Property is not subjected to any attachments before or after Judgment, encumbrances, Court proceedings in execution or otherwise, mortgages, charge or lien or minor claim;

e) That the Vendor has not entered into any agreement/arrangement for sale or transfer of the Schedule Property or portions thereof with anyone else;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) The Vendor declares that he is an agriculturist and belongs to a family of agriculturists and no proceedings under sections 79A, 79B and 80 or under any of the Provisions of the Karnataka Land Reforms Act are pending in respect of the Schedule Property or portions thereof before any Authority.

h) That the Schedule Property is not a property 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;

i) That the Vendor has paid the land revenue, taxes and other statutory charges with regard to the Schedule Property;

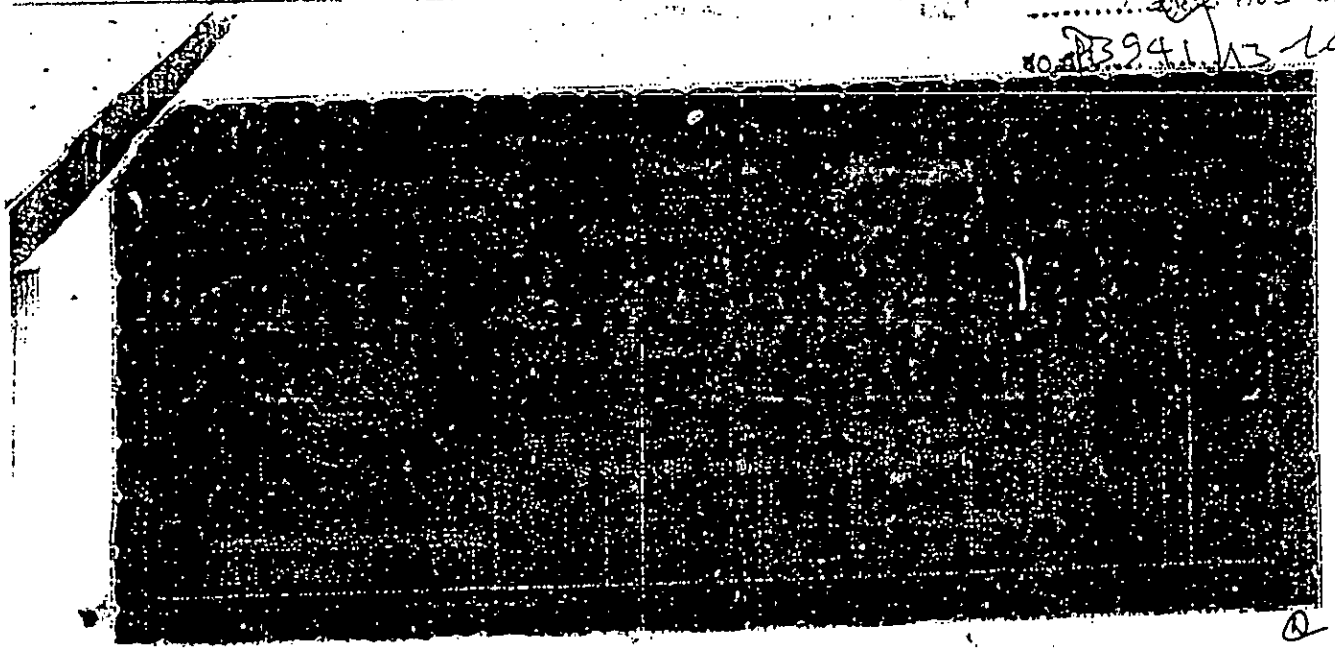
j) That the Vendor does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax, which would affect their title to the Schedule Property;

WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and agreement and in consideration of the Purchaser having paid the entire mutually agreed sale consideration of **Rs.49,00,000/- (Rupees Forty-nine Lakhs Only)** by way of Cash on various dates, to the Vendor herein, in the presence of the witnesses attesting hereunder, which the Vendor, hereby acknowledges, acquits and discharges the Purchaser of such payment, the Vendor as the full, absolute, sole, exclusive, beneficial owner of the Schedule Property, hereby convey, sell, transfer, alienate, grant, assign UNTO the Purchaser all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its full, absolute, sole, exclusive, beneficial owner thereof with all privileges, benefits, easements, heriditaments and absolutely free from encumbrances of whatsoever nature, subject to the covenants hereinafter appearing:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the



income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

b) The Vendor has this day delivered the vacant physical possession of the Schedule Property to the Purchaser, pursuant to this sale deed and the Purchaser hereby acknowledges having taken the vacant possession of the Schedule Property.

c) The Vendor has no objection for the Purchaser approaching the relevant Revenue Authorities, Thasildar, seeking transfer/registration of Khatha and the Special Deputy Commissioner, Bangalore for conversion in the name of the Purchaser herein in regard to the Schedule Property and for payment of taxes by the Purchaser herein.

d) The Purchaser shall be liable to pay all out goings in regard to the Schedule Property including taxes due to the Revenue Authorities, for the purposes of registration of Khatha in regard to the Schedule Property.

e) Subject to the Purchaser discharging the obligations and observing the terms and conditions contained herein, the Vendor covenants with the Purchaser that the Purchaser shall be entitled to hold, possess, build upon and enjoy the Schedule Property, as its full, absolute, beneficial, exclusive owner thereof.

f) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss, liability, 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 or by breach of the covenants herein above contained or against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the

Schedule Property by the Purchaser or if any proceedings commenced by any person or persons or by any statutory authorities;

g) The Vendor hereby represents that the Schedule Property hereby conveyed, is absolutely free from encumbrances of whatsoever nature and free from any claims, attachments, etc.

h) The Vendor will do and execute at the request and the cost of the Purchaser, all such other acts and deeds and things, as may be required, for more fully and perfectly assuring the title of the Purchaser in relation to the Schedule Property, which is hereby conveyed, pursuant to and under this sale deed.

i) That the Vendor has delivered to the Purchaser all the original title deeds relating to the Schedule Property along with the copies of all the relevant/incidental records supporting the title of the Vendor pertaining to the Schedule Property on the date of registration of this Sale Deed;

j) The expenses of stamp duty and registration charges of this sale deed are borne by the Purchaser hercin exclusively.

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East by	:	Property of Ramaiah;
West by	:	Property of Ramappa;
North by	:	Sanna Amanikere Road;
South by	:	Property of Narasimhaiah.

In witness whereof the VENDOR, and the PURCHASER have affixed their signatures to this Deed of Sale on the day, month and year first above written at Devanahalli.

WITNESSES:

1. S/o Muniyappa Devanahalli

2. Vinod S/o Muniyappa Devanahalli

(MUNINANJAPPA)
VENDOR
Rep. by his Regd. GPA Holder
Sri. K. MUNIRAJU

(B. R. MADHU SUDHAN)
PURCHASER

Drafted by:

17/02/16

17/02/16

17/02/16

ಯಥಾ ನಕಲು

ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

ರೆಕಾರ್ಡ್ ಆಫ್

ಗ್ರಾಮ ನಮೂನೆ 9 1 3 5 9 7 3 5 2 9 7

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು: ...ಹೋಬಳಿ:

1. ಸರ್ವೆ ನಂಬರು	3. ಬೇತವಾರು	ಎಕರೆ	ಗುಂಟೆ	ಆ	4. ಕಂದಾಯ	ಕನಪ್ಪ	ಸ
	ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ				(ಅ) ಭೂ ಕಂದಾಯ		
	ಪೂಟ್ ಖರಾಬ್ (ಅ)				(ಬ) ಜೋಡಿ		
	ಪೂಟ್ ಖರಾಬ್ (ಬ)	5.00	00	00	(ಕ) ಸಸ್ಸುಗಳು	9.05	
	ಉಳಿದದ್ದು	0.16	00	00	(ಡ) ನೀರಿನ ದರ		
2. ಹಿಸ್ಸಾ		5.00	00	00	ಒಟ್ಟು		

ದೇವನಹಳ್ಳಿ

5. ಮಣ್ಣಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ			8. ಬೇತುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿಹುಯಿಸ್ತೀರ್ಣ				
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು	
ಕೆಂಪು								
6. ಪಟ್ಟಾ								
ಸರ್ಕಾರಿ								

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ ವಿಸ್ತೀರ್ಣ 4 ಎ ಗುಂ	ಗುತ್ತಿ 5
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾದಾಸ್	ಸ್ವಂತ		

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK 5538/15-16

ಈ ದಸ್ತಾವೇಜು ...9... ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

DEED OF CANCELLATION OF AGREEMENT TO SELL

This **DEED OF CANCELLATION of AGREEMENT TO SELL** is made and executed on this the TWENTY-SECOND DAY OF SEPTEMBER YEAR TWO THOUSAND FIFTEEN **(22-09-2015)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Appajappa,
Aged about 52 Years,
Residing at Maralubagilu,
Ward No.9, Devanahalli,
Bangalore Rural District.

Represented by his Registered GPA Holder

Sri. K. MUNIRAJU,
Aged about 48 Years,
Son of Late Sri. Kempanna,
No.366, Matadahalli,
R T Nagar Main Road,
Bangalore – 560 032.

hereinafter referred to as the **First Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors in interest and title and assigns) of the ONE PART:

AND:

Sri. PRATEEK KUMAR,
Son of Mr. Praful Kumar,
Aged about 47 years,
Residing at Row House No.1,
Gold Field Enclave,
South Main Road,
Koregoan Park, PUNE – 411 001.

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 Sri. Munihanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗಧಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS Pune.

hereinafter referred to as the **Second Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives or assignees thereof) of the OTHER PART:

WHEREAS the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of **Rs.3,00,00,000/-** (Rupees Three Crores Only) which was registered as Document No.DNH-1-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the **First Party** has agreed to sell to the **Second Party** agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto hereinafter referred to as the **Schedule Property**.

WHEREAS in terms of the above agreement the **Second Party** had paid a sum of **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) by Cheque No.890642 dated 23-04-2011 drawn on IDBI Bank, Yerawada, Pune, as earnest money/part sale price to purchase the **Schedule Property**.

WHEREAS due to certain issues and difficulties arising out of the said transaction, the **Second Party** could not honour the above agreement and execute the Sale Deed / Deed of Conveyance in favour of the **First Party,** the **Parties** herein have decided to cancel the said Agreement to Sell dated 05-05-2011, which is accepted by both the Parties herein.

WHEREAS in consideration of the circumstances stated above, the Parties hereto have mutually agreed without any dissent, that it is in the interest of all concerned that the Agreement to Sell dated 05-05-2011 entered into between the **First Party** and the **Second Party** is hereby cancelled;

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Print Date & Time . 23-09-2015 12:00:06 PM

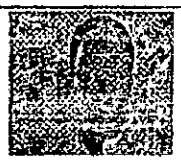
5538/15-16

ಚಲಾನುಬಿ ಸಂಖ್ಯೆ : 5538

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

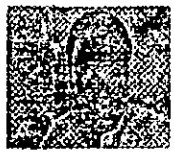
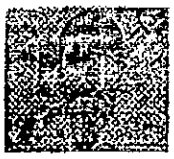
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	315.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	550.00

ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			K.Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆಸಿಕೊಂಡವರು)			K.Muni
2	Sri. Prateek Kumar S/o Praful Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ

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5538/15-16

WHEREAS in pursuance of the said cancellation of Agreement to Sell dated 05-05-2011, the **First Party** has this day refunded the entire consideration paid by the **Second Party** in full and final settlement of all his claims of any nature whatsoever;

WHEREAS the Parties have thought it fit and convenient to record the cancellation of the Agreement to Sell dated 05-05-2011 in writing;

NOW THEREFORE THIS CANCELLATION OF AGREEMENT TO SELL WITNESSETH AS UNDER:

1. It is hereby agreed and accepted by all that the Agreement to Sell dated 05-05-2011 entered into between K. Muniraju and Prateek Kumar hereby stands CANCELLED.
2. The **Second Party** hereby confirms having received the entire consideration **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) paid by him under the said Agreement to Sell dated 05-05-2011 from the **First Party** in the following manner:
   - **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** by way of Cheque No.087449 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party;
   - **Rs.1,49,50,000/- (Rupees One Crore Twelve Lakhs Eighty-one Thousand Two Hundred & Fifty Only)** by way of Cheque No.087450 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party, in full and final settlement of all his claims of any nature whatsoever.

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ಗುರುತಿಸುವವರು

5538/15-16

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05538-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಶ್ರೇಣಿಯಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

3. The Parties hereby agree and affirm that each of them have no claim of whatsoever nature against the other under or in respect of the afore-mentioned Agreement to Sell dated 05-05-2011 or towards costs or expenses incurred by them towards or in pursuance of the Agreement to Sell dated 05-05-2011 and also the Second Party shall hereby hand over the Original Agreement to Sell dated 05-05-2011 along with all the documents pertaining to the **Schedule Property** to the custody of the First Party.
4. The **Second Party** hereby confirms that he has not encumbered the **Schedule Property** in any manner nor created any right, title or interest on the **Schedule Property** by entering into any lease/assignment/mortgage or any other agreement.
5. It is agreed that the **First Party** is at liberty to dispose the **Schedule Property** as he deems fit and the **Second Party** has no claim whatsoever over the **Schedule Property** in any form.
6. It is further agreed that this Cancellation of Agreement to Sell has settled in finality all matters related to or in respect of the Agreement to Sell dated 05-05-2011 and that all legal notices, claims and counterclaims, if any, made in respect thereof are deemed to be withdrawn by the respective Parties and have become non est in law.
7. It is also recorded by way of abundant caution that the Agreement to Sell dated 05-05-2011 has now become null and void and no action for specific performance and / or any other relief will lie against any of the Parties hereto.
8. The **First Party** is hereby lawfully entitled to deal with the **Schedule Property** in whatsoever manner he may think fit.

9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2nd Cross, Malleswaram, Bangalore – 560 003, to present and admit this Deed executed by the Second Party before the jurisdictional Sub-Registrar in terms of Special Power of Attorney dated 12-07-2012.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by	:	Property belongs to Mr. Ramaiah;
West by	:	Property belongs to Mr. Ramappa.
North by	:	Sanne Amanikere Road;
South by	:	Property belongs to Mr. Narasimhaiah.

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IN WITNESS WHEREOF, the PARTIES have executed this **CANCELLATION OF AGREEMENT TO SELL** in the presence of the witnesses attesting hereunder:

WITNESSES:

1. S/o/Kempanna
Dve

(MUNINANJAPPA)
FIRST PARTY
Rep. by his Regd. GPA
Holder Sri. K. Muniraju

2. S/o/Kempanna
Dve

(PRATEEK KUMAR)
SECOND PARTY

Drafted By:

Drafted by me
(NARASIMHA REDDY A.V)
Advocate
KAR 3810/03

Certified :
Rupees
has been
Receipt No.
S/o.D/o W/o.

Sub-Registrar of Devanahalli
Bangalore Rural District

(116)

BK 1 5550/15-16

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಒಂದು ಪುಟಕ್ಕೆ ರೂ. 1.0.3.0.0 ಪ್ರಕಾರ ಹಣವನ್ನು ಹೊಂದಿದೆ
1ನೇ ಪುಟದ ನಕಲು ಶುಲ್ಕ ಸಂಖ್ಯೆ 16-17

5550/15-16

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23rd day of September Two Thousand and Fifteen (23/09/2015):

BY:

Mr. Muninanjappa,
S/o. Late. Appajappa,
Aged about 48 years,
Maralu Bagilu,Ward No-9,
Devanahalli.
Bangalore Rural District.

Represented by his Registered GPA Holder
Mr. K. Muniraju,
S/o. Late Kempanna,
Aged about 45 years,
R/at Prashanthnagar,
Devanahalli Town,
Bangalore Rural District.

Hereinafter referred to as the **VENDOR** (which term unless repugnant to the context, shall mean and include, his heirs, successors, representatives, administrators and assigns) OF THE ONE PART;

IN FAVOUR OF:

Sri. A. JANARDHANA SHETTY,
S/o Late Sankappa Shetty,
Aged about 72 years,
Residing at No.31A, Imperial Court,
Cunningham Road,
Bangalore – 560 052.

Hereinafter referred to as the **PURCHASER** (which term unless repugnant to the context, shall mean and include his heirs, successors, representatives, administrators and assigns) OF THE OTHER PART;

(115)

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 A. Janardhana Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ಗೃಹಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash
ಒಟ್ಟು :	12570.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ ನಗರ)

Designed and Developed by C-DAC ACTS Pune.

WHEREAS the agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 Guntas (including 0.16 guntas Kharab) in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto, hereinafter referred to as the SCHEDULE PROPERTY is acquired by the VENDOR from its previous owner Sri. N. H. Bahasker Reddy S/o H. P. Shiva Reddy, represented by his GPA holder Mr. Suresh Jain and Smt. Sangeetha Jain, in terms of sale deed dated 01-09-2008, registered as Document No.DNH-1-01727/2009-01, of Book-1, Stored in CD No-DNHD 176, in the office of the Sub-Registrar, Devanahalli.

WHEREAS the SCHEDULE PROPERTY is the self acquired property of the VENDOR and since the date of acquisition VENDOR has been paying taxes to the concerned revenue authorities and revenue records of the SCHEDULE PROPERTY is in the name of the VENDOR in terms of MR No.14/2011-12.

AND WHEREAS thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

AND WHEREAS the VENDOR has executed registered General Power of Attorney in favour of Mr. K. Muniraju S/o Late Kempanna, dated 30.04.2011, registered as document No- DNH-4-00060/2011-12, Stored in DC No- DNHD 223, in the office of the Sub-registrar, Devanahalli, in respect of the aforesaid land delegating all the powers including power of alienation and same is still subsisting.

AND WHEREAS, the Vendor had entered into registered agreement to sell dated 05.05.2011 with one Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, The said agreement to sell is registered in the office of the Sub Registrar, Devanahalli as document No. DNH-1-00530/2011-12, of Book No-

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ಸ್ವೀಕೃತ ಸಂಖ್ಯೆ

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Date & Time/ 23-09-2015 12:18:07 PM

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5550

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ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಕೇವಸಹಳ್ಳಿ ದವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಬಿಲ್ಲುದೊಂದಿಗೆ

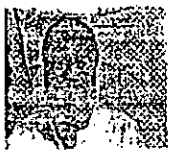
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	420.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

ಶ್ರೀ: A. Janardhana Shetty S/o Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ: A. Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ.....ಮಟ್ಟ ದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o. Late Sankappa Shetty . (ಬರೆಸಿಕೊಂಡವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Munirju S/o. Late Kempanna . (ಬರೆದುಕೊಟ್ಟವರು)			K. Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

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I, Stored in CD No- DNHD223. Subsequently the said Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, have desired to give up his claim/interest under the agreement dated 05.05.2011 and the Vendor who is the owner of the property has also agreed for the same and both are mutually have been cancelled the agreement dated 05.05.2011, vide its cancellation of agreement dated 23.09.2015, regisresterd as document No- 5538/15-16 in the office of the Sub-Registrar, Devanahalli.

AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

(a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind;

(c) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

Based on the said representations, the Purchaser has agreed to purchase the Schedule Property from the Vendor herein and the parties are desirous of reducing the terms agreed into writing.

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ಸಂ.ಎ.ಎ.ಪ್ರಾಂತ್ಯದ ಸಹಾಯ ಆಯುಕ್ತರು

ಗುರುತಿಸುವಿಕೆ ಸಂಖ್ಯೆ. 10300/ 16 ... 5550/14

ಆಸ್ತಿ ವೇಜು — ಬಿ ಪ್ರತಿ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o. Kemponna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05550-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧೃತಿಯಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

23/09/2015

ಎಂ.ವಿ. ಸತೀಶ್
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

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NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of the price hereby agreed and the advance paid, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase, morefully described in the Schedule herein below and hereinafter referred to as the "**Schedule Property** " subject to the following terms and conditions:-

1. SALE PRICE

1.1) The total consideration / price payable by the Purchaser to the Vendor for the Schedule Property shall be **Rs.1,25,05,000/- (Rupees One Crore Twenty Five Lakhs Five Thousand Only);**

1.2) Out of the total sale consideration mentioned in sub Clause 1.1 of Clause 1 hereinabove, the Purchaser has paid an advance of **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** to the Vendor in the following manner;

1.3) **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** by way of Cheque bearing No- 946596, dated 22.09.2015 , drawn on Corporation Bank, Bangalore, in favour of Vendor herein.

1.4) The balance amount of the Sale Consideration **i.e. Rs. 50,00 /- (Rupees Five Thousand Only)** shall be paid by the Purchaser to the Vendor at the time of registration of Sale Deed.

2. **TIME FOR COMPLETION:**

2.1) The sale shall be complete within one year from the date entering into this agreement subject obtaining the necessary and required permission/s for conversion of the Schedule mentioned property from agricultural purpose/s to non-agricultural (residential or commercial or industrial) purpose/s

or for change of land use under the zoning regulations of the Planning Authorities, whichever is later.

2.2) It is agreed to between the Parties that the Schedule Property will be purchased by the Purchaser only upon scrutiny of the entire title documents and upon satisfaction of the title of the Vendor herein.

2.3) It is agreed to between the Parties that the Property shall be registered in the name of the Purchaser or his/she nominee as and when the Vendor establishes a good marketable title over the same.

2.4) Failure on the part of the Vendor to furnish the title documents to the Purchaser in order to establish their title over the Schedule Property the Vendor shall be liable to pay twice the amount of the sale price agreed by the parties herein in Clause1.1 above.

3. TITLE / VENDOR'S OBLIGATIONS:

3.1) The Vendor shall make out and convey a good, marketable and subsisting title in regard to the Schedule Property to the Purchaser;

3.2) The sale of the Schedule Property shall be free from encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

3.3) The Vendor shall pay all rates, taxes and cesses in regard to the Schedule 'Property up to date of sale;

3.4) The Vendor shall convert the schedule property at his own cost and produce necessary documents immediately within one month from today.

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3.5) The Vendor shall produce zonal certificate confirming that the schedule property is situated in a commercial/residential zone.

3.6) The Vendor has assured that purchaser that the schedule property free from all encumbrance, charge, injunction, mortgage and court attachment he has got clear marketable title to the schedule property and he shall be convey clear marketable title in favour of the Purchaser and on this assurance alone the Purchaser has entered into this agreement.

4. **TITLE DEEDS:**

4.1) The sale of the Schedule Property mentioned herein below is subject to the Vendor establishing a good marketable title over the Schedule Property.

4.2) The Vendor shall provide all the necessary documents of title pertaining to the Schedule Property to ascertain and affirm the title of the Vendor herein. The Vendor shall deliver all the original title deeds and other related documents relating to the Schedule Property to the Purchaser at the time of execution of the Deed of Sale.

5. **POSSESSION:**

The Vendor shall deliver vacant possession of the Schedule Property to the Purchaser on the date of execution of Deed of Sale;

6. **EXPENSES:**

6.1) The expenses relating to Stamp Duty and registration charges in regard to the Deed of Conveyance shall be borne by the Purchaser;

6.2) The cost of making out a good and marketable title with all requisite sanctions and clearances shall be borne by the Vendor;

K Murali

6.3) It is specially agreed between the parties, incase for any reasons, the parties are to bear stamp duty or penalty in respect of this agreement and the same shall be borne by the Vendor.

7. **NOMINATION:**

The Vendor shall execute a Deed of Sale in regard to the Schedule Property either in favour of the Purchaser and / or her nominee/s and / or her assignees as required by the Purchaser on the same terms;

8. **CONSEQUENCES OF BREACH:**

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach;

A Notarized Copy of this Agreement to Sell shall be in possession of the Vendor.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 guntas (including 0.16 guntas Kharab), in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by : Property belongs to Mr. Ramaiah
West by : Property belongs to Mr. Ramappa,
North by: Sanna Amanikere Road
South by: Property belongs to Mr. Narasimhaiah.

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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT OF SALE in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

VENDOR
(Rep. GPA Holder K. Muniraju)

2)

PURCHASER

Drafted by Me

A.V. Narasimha Reddy
Advocate
No-121, 1st Floor, Amar Tower,
Gandhinagar,
Bangalore - 560009.

Certified that the document is liable for stamp duty of Rs. ... under Section 1[illegible] of the Karnataka Stamp Act, 1957.
Certified that ... Rupees ... has been Collected at the SRO ... Paid vide Receipt No. ... dated ... S/o.D/o W/o ... Residing at ...

Page 8 of 8

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

I.A.No.3

IN

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. 14/R of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY,
Aged about 41 years,
S/o late N.H.P.Shiva Reddy,
residing at No.C-17,
Kudremukh Colony,
2nd Block, Koramangala,
Bangalore-560 034 ...PLAINTIFF

A N D

1. **SRI.MUNINANJAPPA,**
aged about 49 years,
S/o late Appajappa,
residing at Ward No.9,
Maralubagilu,
Devanahalli Town,
Bangalore Rural District.

2. **SRI.K.MUNIRAJU,**
aged about 44 years,
S/o late Kempanna,

residing at No.366,
K.M.P. Arcade, 3rd Floor,
R.T.Nagaar Main Road,
Bangalore-560 032

3. **SRI.AYUSH THAPA**
aged about 28 years,
S/o Sri.Mahendra Singh Thapa,
residing at No.187,
Sofia Manzil, 12th Cross,
Dollars Colony,
Bangalore-560 094 ...DEFENDANTS

...

UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, the Plaintiff in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to pass an order of temporary injunction restraining the Defendants No.1 to 3, their agents or anyone acting under them or on behalf of them from in any manner encumbering or alienating the suit schedule property to third parties, pending disposal of the above suit. The Plaintiff further prays for an ad-interim order in like terms pending disposal of the above application, in view of the urgency of the matter, in the interest of justice and equity.

SCHEDULE

All the piece and parcel of the immovable property being agricultural land measuring to an extent of 5 (Five) Acres which is exclusive of 16 guntas of karab landing Survey No.25 situated Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore District and bounded on the :

EAST BY: Property of Ramaiah;

WEST BY: Property of Ramappa;

NORTH BY: Property bearing Survey No.24;

SOUTH BY: Property of Narasimhaiah;

Bangalore,

Date:

ADVOCATE FOR PLAINTIFF

injunction is passed, no prejudice will be caused to the Defendants. On the other hand, I will be put to great hardship, inconvenience and justice will suffer. I have got a prima facie case and the balance of convenience is in my favour.

WHEREFORE I pray that this Hon'ble Court be pleased to pass appropriate orders as prayed for in the accompanying application, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true to the best of my knowledge, information and belief.

Identified by me

DEPONENT

SWORN TO BEFORE ME

ADVOCATE

Bangalore,

Date:

No. of corrections :

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY ...PLAINTIFF

A N D

SRI.MUNINANJAPPA and others ...DEFENDANTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** aged about 41 years, S/o late N.H.P.Shiva Reddy, residing at No.C-17, Kudremukh Colony, 2nd Block, Koramangala, Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am I in the above case and well conversant with the facts of the case and hence, I am swearing to this affidavit.

No. of corrections:

2. I submit that the averments made in the plaint may kindly be read as part and parcel of this affidavit to avoid repetition of facts.

3. I submit that, I am the absolute owner in possession and enjoyment of the property bearing Survey No.25, measuring 5 acres 16 guntas including 16 guntas of karab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is an agricultural land. I have acquired the said property under a Registered Sale Deed, registered as Document No.DNH-1-05035/2004-05, Book I, stored in C.D.No.DNHD39, dated 1-3-2005 from the previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. I submit that the said Anilkumar Gupta, has acquired the above said property under a valid Registered Sale Deed dated 2-12-1994 and 8-12-1994 respectively, registered as document No.2020/1994-95, Book I, volume No.1548 at pages 63 to 68 and document No.2064/1994-95, Book I, volume No.1548 at pages 113 to 116 as an agricultural land. I submit that the R.T.C and mutation entries have been

No. of corrections :

made in my name in the records of the Devanahalli Taluk office for the years 2005 to 2011 in respect of the above said property. Thus I am in peaceful possession and enjoyment of the above said property as absolute owner thereof. The said property is the subject matter of this suit described in the schedule to the plaint.

4. I submit that on 13-10-2011 the Defendant No.1 herein along with some henchmen, coolies and tractors came near the suit schedule property and tried to carryout the agricultural operation illegally. On hearing the same I have rushed to the spot and questioned the high handed and illegal activities of the 1st Defendant. At that time, the 1st Defendant disclosed that, he has got some documents in respect of the suit schedule property. On hearing the same, I was shocked and surprised about the say of the 1st Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1st Defendant and his henchmen. I submit that on 14-10-2011 I have obtained the certified copies of the R.T.C and mutation in respect of the suit schedule property. After going through the

same I came to know that the name of the 1st Defendant has been entered in the Revenue records as per the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore. Then once again I was shocked and surprised and applied for the Certified copy of the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and obtained the same and after going through the same, I came to know that the 1st Defendant herein without having any manner of right, title or interest over any bit of the suit schedule property maneuvered to get the revenue entries in his name and without the knowledge of me obtained the Impugned Order in his favour. Against the said order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore I have preferred a Revision Petition before the Deputy Commissioner, Bangalore Rural District, Bangalore. The said Revision Petition is still pending for adjudication. I submit that again on 8-11-2011 the 1st Defendant along with the Defendants No.2 and 3 and some henchmen came near the suit schedule property and tried to interfere with my peaceful possession and enjoyment of

the schedule property. I once again questioned the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 disclosed that the Defendants No.1 to 3 have got some documents. On hearing the same I once again shocked and surprised and on that day resisted the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 went away declaring that they will come again and oust me from the possession of the suit schedule property. I submit that on 9-11-2011 I have applied for the certified copy of Encumbrance Certificate in the Office of the Sub-Registrar, Devanahalli and on the same day I obtained the certified copy of the Encumbrance Certificate and after going through the same I came to know the illegalities committed by the Defendants No.1 to 3. After I came to know about the illegalities committed by the Defendants No.1 to 3 I have also applied for the alleged documents and obtained the same on the same day itself. After going thorough the one by one alleged documents i.e., the alleged Sale Deed dated 24-7-2009 executed by the alleged G.P.A holders namely Suresh

Jain, S/o Chagan Jain and Sangeetha Jain W/o Suresh Jain, in favour of the 1st Defendant herein which is registered as document No.DNH-1-01727/2009-10, dated 24-7-2009 and stored in C.D.No.DNHD.176. At no point of time I have executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain. The said persons are strangers to me and also to the suit schedule property. I submit that on the basis of the alleged Sale Deed the 1st Defendant herein has executed the alleged Agreement of Sale in favour of the 2nd Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2nd Defendant acting as a General Power of Attorney holder of the 1st Defendant has executed another Agreement of Sale which is registered as Document No.DNH-1-00530/2011-12 dated 5-5-2011 stored in C.D.No.DNHD-223, are highly illegal, inoperative, void and are liable to be cancelled. As already stated above, I have not executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain.

No. of corrections :

I submit that on the basis of the above said alleged documents the Defendants No.1 to 3 often and often interfering with my peaceful possession and enjoyment of the suit schedule property. Inspite of police Complaint lodged before the jurisdictional police station, the police have not received the Complaint from me, instead the police have advised to me to approach the civil court for the needed relief. I submit that I never received any single paise from the Defendants or from the aforesaid fictitious General Power of Attorney Holders. I submit that I have executed a General Power of Attorney only in respect of Survey No.22 measuring 2 acres 8 guntas, including 8 guntas karab situated at Sanne Ammanikere village, Kasaba Hobli, Devanahalli Taluk in favour of Suresh Jain and Sangeetha Jain, except this I have not executed any other General Power of Attorney in respect of any other property belonging to him either in favour of Suresh Jain and Sangeetha Jain or anybody else. I submit that I am a law abiding citizen. The Defendants are highly influential persons backed with men and money and politically motivated persons. The Defendants by one or the other way to knock off the

valuable property belonging to me and also in order to deprive my legitimate rights, maneuvered to get the revenue entries in their names on the basis of the alleged documents. I submit that unless the Defendants No.1 to 3 are restrained by this Hon'ble Court by an order of permanent injunction, it is difficult for me to resist the illegal and high handed activities of the Defendants, as the Defendants are often and often by interfering with my peaceful possession and enjoyment of the suit schedule property. I further submit that now I reliably came to know the Defendants are making hectic efforts to alienate the suit schedule property to third parties in order to have wrongful gain and to cause wrongful loss to me. Hence I filed this suit to protect my interest in respect of the schedule property.

5. I submit that under the above facts and circumstances it is just and necessary to pass an order of temporary injunction restraining the Defendants, their agents or any one claiming under them from in any manner encumbering and alienating the suit schedule property to third parties. If an order of temporary

No. of corrections :

(93)

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY,
S/o late N.H.P.Siva Reddy,
aged about 41 years,
Residing at No.C-17,
Kundremukh Coony,
2nd Block, Koramangala,
Bangalore-560 034 ...PETITIONER

A N D

1. **THE TAHSILDAR,**
Devanahalli Taluk,
Devanahalli

2. **THE ASSISTANT COMMISSIONER,**
Doddaballapura Sub-Division,
Podium Block, Vidhana Veedhi
Bangalore-560 001

3. **SRI.MUNINANJAPPA,**
S/o late Appajappa,
aged about 49 years,
residing at No.9,
Maralu Bagilu,
Devanahalli Town,
Bangalore Rural District ...RESPONDENTS

...

UNDER SECTION 136 (3) OF THE KARNATAKA LAND REVENUE ACT, 1964, THE PETITIONER ABOVE NAMED BEGS TO SUBMIT AS FOLLOWS:-

1. The addresses of the parties for the purpose of service of notice, summons etc., from this Hon'ble Court are as shown in the cause title. The Petitioner may also be served through his Advocate **G.N.RAMESH**, Advocate, No.95, 1st Floor, 24th Cross, Opposite to 19th Cross, Cubbonpet Main Road, Bangalore-560 002.

2. The Petitioner above named begs to prefer this Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent on the following among other grounds:

BRIEF FACTS OF THE CASE

3. The Petitioner submits that he is the absolute owner of the property bearing Survey No.25 measuring 5 acres 16 guntas including 16 guntas of kharab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Petitioner has

acquired the above said property under a Registered Sale Deed dated 1-3-2005 from its previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. Since from the date of Purchase, the Petitioner is in peaceful possession and enjoyment of the above said property.

4. The Petitioner submits that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the said property and tried to interfere with the peaceful possession and enjoyment of the Petitioner and tried to carryout agricultural operation illegally. On hearing the same, the Petitioner rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, the Petitioner was shocked and surprised about the say of the 3rd Respondent and with the help of neighbourers and villagers, the Petitioner resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. The Petitioner on 14-10-2011 obtained the R.T.C and mutation in respect

stated above and not intentional. However, the Petitioner has filed a separate application for condonation of delay, in preferring the above Revision Petition.

WHEREFORE, the Petitioner prays that this Hon'ble Court be pleased to call for the records pertaining to the Order dated 4-7-2011 passed in R.A.(D) No.26/2011-12 from the file of the second Respondent and also the records in M.R.No.14/2011-12 dated 1-10-2011 from the file of the first Respondent, set-aside the Impugned Order if the first and second Respondents by allowing this Revision Petition, and to pass such other order or orders as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs, in the interest of justice and equity.

ADVOCATE FOR PETITIONER PETITIONER

VERIFICATION

I, the Petitioner in the above case, do hereby declare and verify that what is stated above is true to the best of my knowledge, information and belief.

Bangalore,

Date: PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

I.A.No.1

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 5 OF THE LIMITATION ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

(37)

3. I submit that to-day I have filed the above Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent.

4. I submit that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the aforesaid property belonging to me and tried to interfere with my peaceful possession and enjoyment and tried to carryout agricultural operation illegally. On hearing the same, I rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, I was shocked and surprised about the say of the 3rd Respondent and with the help of my neighbourers and villagers; I have resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. I submit that, on 14-10-2011, I have obtained the R.T.C and mutation in respect of the aforesaid property. After

No. of corrections:

going through the same, I obtained the Order from the 2nd Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2nd Respondent, I have applied for the certified copy of the above said order and obtained the same. After going through the said Order, I once again shocked and surprised about the illegal act committed by the Respondent No.3. I submit that, the 3rd Respondent has no manner of right, title or interest over the entire extent of land because at no point of time I have alienated the above said property in favour of the 3rd Respondent herein. The 3rd Respondent herein in order to deprive my legitimate right has maneuvered to get the revenue entries in his name on the basis of the alleged documents. The alleged documents on the basis of which the 3rd Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2nd Respondent is highly illegal, inoperative, void and the same is liable to be set-aside.

5. I submit that as stated above, till 13-10-2011 I am not aware of the Impugned Order of the 2nd Respondent. I submit that I am not a party to the proceedings before the 2nd Respondent. I submit that the delay in preferring the above appeal is for the above said bonafide and beyond my control. I submit that the delay, if any, in preferring the above appeal is not condoned, I will be put to greater hardship, inconvenience and loss and my very

No. of corrections:

85

property rights will be deprived off. On the other hand no prejudice will be caused to the Respondent No.3 or anybody else, if this application is allowed. I have got good grounds to be urged before this Hon'ble Court.

WHEREFORE, I pray that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above appeal, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true and correct to the best to of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFOREME

Bangalore,

Date:

No. of corrections:

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

I.A.No.2

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 55 OF THE KARNATAKA LAND REVENUE ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to stay the operation of the Impugned Order in R.A.(D) 26/11-12 dated 4-7-2011 and M.R.No.14/2011-12, passed by the 1st and 2nd Respondent in respect of the Survey No.25 measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, pending disposal of the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

AND

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

CRNO 450/06
25/02/06

⑨
Not Pord

[illegible]
Add for Complaint

(82)

[illegible]

[illegible]

[illegible] COMPLAINT [illegible] THIS HON'BLE COURT [illegible] TO
[illegible] OFFENCES AGAINST [illegible] ACCUSED [illegible] UNDER
[illegible] IPC 1860 OR UNDER ANY OTHER PROVISION OF
[illegible] THEM IN ACCORDANCE WITH LAW IN THE

[illegible]

[illegible] JUDGE AND JMFC, [illegible]
BANGALORE RURAL

Presiding

HP 16
[illegible] Pet [illegible] Ops submitted
[illegible] S/16 [illegible] Complaint
[illegible] up

ನಿಜ ನಕಲು
TRUE COPY
ಪರೀಕ್ಷಕರು
EXAMINER

(81)

1. Copy applied on 25/02/16
2. Receiving Clerk's notified on
3. Copy ready
4. A. ...
5. ...
6. As...
7. Cop...
8. Copy ...
9. Exam...

14/03/16

27/02/16

27/02/16

27/02/16

xerox

Preeti

Crl. - 26/16

28/1/16

(80)

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ

(ದಂಡಪ್ರಕ್ರಿಯ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli,Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವೃತ್ತ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

ಅಪರಾಧ ಸಂಖ್ಯೆ : 0008/2016 ಪ್ರ.ವ.ವ.ದಿನಾಂಕ : 18/01/2016

2. ಕಾಯ್ದೆ ಮತ್ತು ಕಲಂಗಳು : IPC 1860 (U/s-406,418,420,34)

(a) ಕೃತ್ಯ ನಡೆದ ದಿನ : Wednesday ದಿನಾಂಕ ದಿಂದ : 23/09/2015 ದಿನಾಂಕ ವರೆಗೆ : 23/09/2015

ವೇಳೆಯಿಂದ : 11:00:00 ವೇಳೆಯವರೆಗೆ : 13:00:00

(b) ಠಾಣೆಯಲ್ಲಿ ವರ್ತಮಾನ ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕ : 18/01/2016 12:30:00 ಬರವಣಿಗೆಯಲ್ಲಿ / ಹೇಳಿಕೆ : Judicial/Magistrate reference

(c) ಪಿರ್ಯಾದುದಾರ / ಬಾತ್ಮೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

(d) ಜನರಲ್ ಡೈರಿ ಉಲ್ಲೇಖ ಸಂಖ್ಯೆ ಮತ್ತು ಸಮಯ : 1 , 12:30:00

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Talluk, Bengaluru District, Karnataka, 562110

(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South

(c) ಗ್ರಾಮ : TALUK OFFICE ಗಸ್ತಿನ ಹೆಸರು : 1 st BEAT

(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿರ್ಯಾದುದಾರ/ಬಾತ್ಮೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ : Farmer

(d) ಧರ್ಮ : (e) ಜಾತಿ :

(f) ಫ್ಯಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್ :

(h) ದೂರವಾಣಿ : (i) ರಾಷ್ಟ್ರೀಯತೆ : India

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received on 18.1.16 at 5.30 pm in the open court hours, PC 41661 & DPS with our endorsement

18/1/16

(k) ವಿಳಾಸ : Bidaluru
Village.,Kasaba
Hobali, Devanahalli
Tq. , Bengaluru
District ,
Karnataka-562110

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರ ಖುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್

seen

6. ಗೊತ್ತಿರುವ / ಅನುಮಾನಿತ/ಅಪರಿಚಿತ ವ್ಯಕ್ತಿಯ ಪೂರ್ತಿ ವಿವರಗಳು

Sl.No.	ಹೆಸರು / ತಂದೆಯ ಹೆಸರು / ಜಾತಿ / ವಿಳಾಸ	ವಿಧ	ವ್ಯಕ್ತಿಯ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1	Muniraju K(A1) ,Prashanth Nagar,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Adult	Male	49	
2	Muninanjappa(A2) ,Maralubagilu,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Common man	Male	52	
3	Janardhan Shetty A(A3) ,No 31 a Imperial court,Kanningham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೊಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

Sl.No	Property Type	Item description	Estimated Value (in Rs.)
1			

ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

9. ಪಂಚನಾಮ ವರದಿ / ಯು.ಡಿ. ಕೇಸ್. ಸಂಖ್ಯೆ :

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದಿಂದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸಣ್ಣಅಮಾನಿಕೆರೆ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾರಿ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೊಂದಾಯಿತ ಫವರ್ ಆಫ್ ಅಟಾರ್ನಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೊಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾಧಿನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾಧೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಂದು ಸದರಿಯವರ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿರ್ಯಾದಿಯವರಿಗೆ ಅವರದೆ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟೆಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಧಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ 157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪಿರ್ಯಾದಿಯ ಸಹಿ/ ಹೆಬ್ಬೆರಳಿನ ಗುರುತು

13. ನ್ಯಾಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸಿದ ದಿನಾಂಕ ಮತ್ತು ಸಮಯ : 18/01/2016 13:00:00

14. ನ್ಯಾಯಾಲಯಕ್ಕೆ ತೆಗೆದುಕೊಂಡು ಹೋದ ಪಿಸಿ/ ಹೆಚ್.ಸಿ : MUTHAPPA R , PC 4661

ಓದಿ ಹೇಳಲಾಗಿ ಕೇಳಲಾಗಿ ಸರಿಯಿದೆ

ಠಾಣಾಧಿಕಾರಿಯ ಸಹಿ

ಆರಕ್ಷಕ ಉಪ ನಿರೀಕ್ಷಕರು
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ
ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ
ಹೆಸರು: NANDISH - PSI

TRUE COPY

ಸಹಾಯಕ ಪರೀಕ್ಷಕರು
EXAMINER

(76)

(2)

2. It is pertinent to state that Accused no.1 being relative and well reputed person in Devanahalli, he offered to sell his land bearing Sy.. No. 25 measuring to an extent of 5 acres (and also 16 guntas of kharab land) situated at Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk. At the intervention of the mediators/brokers negotiation was done and thereafter the Accused no. 1 had agreed and accepted to sell his property for the valuable sale consideration of Rs. 49,00,000/ (Rupess Forty Nine Lakhs only).

3. The complainant submits that, subsequent to obtaining of relevant documents relating to the property mentioned above on 30-04-2011, the said property was acquired by the Accused no. 1 by way of Registered General Power of Attorney which was duly registered in the office of the Sub Registrar, Devanahalli vide Document no. DNH-4-00060/2011-12 of book No. IV, stored on CD No. DNHD-223.

4. The complainant further submits that, subsequent to verification of relevant documents both complainant and Accused no. 1 along with mediators have fixed the date for getting registration of the property in favor of complainant herein. On 26-07-2013 date was fixed for registration of the property and on the same day itself the complainant has been paid total sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only) by way of cash to the accused no.1 with the presence of mediators and witnesses and which was duly registered in the office of Sub Registrar Devanahalli vide Document no. P 3941/2013-14. Further, the document is not yet released, since the matter is pending before the District Registrar on the ground that duty and penalty of the document.

5. The complainant submits that, on the date of registration of the property itself the vacant and physical possession of the property has been delivered to the complainant but the Accused no. 1 had agreed and accepted that subsequent to registration of the property he will put barbed fence to the entire property.

6. The Complainant further submits that, when the things stood at this juncture **the accused No. 1 to 2 with common intention to knock out the entire extent of property i.e, land measuring 5 acres 16 guntas (includes kharab),** have prepared frivolous, collusive documents, including registered Agreement to Sell which is duly registered in the office of the Sub-Registrar for a valuable sale consideration of Rs. 1,25,05,000/- (Rupees One Crore Twenty Five Lakh Five Thousand only) vide document no. DNH-1-5550/2015-16 C D No. DNHD561 dated: 23-09-2015, which amounts to cheating and criminal mis-breach of trust. It is pertinent to submit that, only after registration of the property the complainant came to know that the civil disputes.

7. The complainant also submit that in the mean time suppressing all these proceedings and to nullify the court orders the accused no. 1 to 3 have created collusive Agreement to sell and Hence all the accused persons herein have been committing the offence one after the other continuously, with the sole intention to knock out the valuable property of the complainant.

8. The complainant submit that, when the said aspect came to the light of complainant immediately on 16-12-2015, he rushed to jurisdictional police and lodged complaint against the accused herein and on that day itself the police have issued an acknowledgment for having received the same. But till today the jurisdictional police have failed to take any steps against the accused and they have failed to bestow justice to the complainant.

9. From the overall above conduct of Accused No. 1 to 3 herein, that they have common intention to defraud, and to knock out the valuable 5 acres 16 guntas of land in Sanne Amanikere village, belongs to Complainant which is worth of more than 6 crores, and have committed series of offences in the process. The accused No.1 to 3 have definitely guided by illegal and irrelevant considerations by mis using and abusing the statutory power and position of chairman of the Institution and have not only got themselves enriched and caused undue harm and hard ship to

complainant. The accused No. 1 to 3 in order to knock out valuable properties measuring 5 acre 16 guntas in Same Amanikere village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District have committed offences punishable under sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 and accordingly an investigation is required by this Hon'ble Court. Hence, the accused have involved such type of criminal breach of trust by way of cheating a person whose interest the offender was bound, either by law or by legal contract, to protect and, have cheated and thereby dishonestly including delivery of the property.

Wherefore, the Complainant humbly pray this Hon'ble Court to take cognizance of the offences against the accused No. 1 to 3 under sections sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 or under any other provision of law and try them and punish them in accordance with law, in the interest of justice.

Devanahalli

Date : 21/12/2015

Complainant

Counsel for Complainant

5

IN THE COURT OF THE PRINICIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Madhusudhan — Complainant

AND

Muniraju K and another — Accused

LIST OF WITNESSESS

1. Sri Vinod
   S/o Kempanna
   Aged about 30 years
   Residing at Shanapppanahalli Village
   Kundana Hobli, Devnahalli Taluk.

2. Vasanth kumar
   S/o Munipapiah
   Aged about 37 years
   Residing at Byachapura Village
   Kasaba Hobli, Devanahalli Taluk

Devanahalli

Dated: 28.12.2015

Advocate for Complainant

TRUE COPY

EXAMINER

72

05/02/2016

14/03/16

07/02/16

07/02/16

07/02/16

Xerox

Premal

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
SALE DEED NUMBER		DETAILS OF BUYER AS PER SALE DEED	
DETAILS OF SELLER		DATE OF PURCHASE	dd.mm.yy
AMOUNT		AREA	
STATE	Karnataka	DISTRICT	Bengaluru Rural
TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show All View Selected Properties

NO. OF PROPERTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EOI
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS	1	Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		View	EOI
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
24847-16		M/s NSB Real Estates Pvt. Ltd			Karnataka	Bengaluru Rural	BYCHAPURA, Devanahalli	MEMORANDUM OF UNDERSTANDING DTD. 7TH MARCH 2009 BETWEEN MR. MUNIRAJU & M/S. ECOM TRADE WORLD (P) LTD. REGARDING PROPERTY SITUATED AT VILLAGE BYCHAPURA		View	EOI
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Raod, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Banglore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Banglore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	View	EOI
10189-15	532/11 GPA	PACL India ltd r/o Barakhamba road, New delhi Authorised person Shreyas Rajanna r/o Sofia Manzil no. 187, RMV II stage, 12th Cross dollars colony, Bangalore-560054, Kar	Manjunath s/o Hanumanthappa r/o Anneshwara Kasaba hobli, Tehsil Devanahalli, dist. Bangalore Rural, Kar	4.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	32/17 (4.00) acre	View	EOI
9914-15	1249/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Harun Rashid Talwai r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Banlore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanhalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	View	EOI

(70)

To,

Dated-25-1-2017

Hon'ble Justice (Retd)
R.M Lodha Committee
(In the matter of PACL Limited)
The Ashok, Anexe Building (Oudh Corridor)
50-B, Chanakyapuri,
New Delhi-110021

From,

Sri. Madhusudhan B.R
S/o Ram Murthy,
R/at Behind VSSSN Society,
Bidaluru Village, Kasaba Hobli,
Devanahalli Taluk, Bangalore Rural District,
Bangalore- 562 110
Ph-09632097999

Respected sir,

Subject:- Request to draw my property situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District of Karnataka State, Bearing immovable property land in Sy no.25 an extent of 5 acre.

I am the actual owner and in physical possession of the said land bearing Sy No.25 an extent of 5 acres 16 guntas. Recently the news has been spread in the locality of my property and on hearing such news of the properties kept for auction of sale in and around of my land. I got verified and accordingly went behind information and learnt on obtaining the news paper through online that the committee has been formed and land belongs PACL has been meant for auction sale. Prior to this neither I did not have knowledge nor information with regard to same.

That I am an agriculturist and with a plan and object I invested my hard earned money towards purchase of the above said land from my vendor being represented by his GPA holder vide

registered sale deed dated 27/07/2013. Prior to proceedings for purchase I got it verified and obtained legal opinion and learnt that whatever the agreement and GPA executed by the owner of the land came to be cancelled and thereafter fresh registered GPA has been executed in favour of one Muniraju.K and after confirmation right of my vendor and empower of Muniraju.K to convey the land has proceeded to purchase.

That the PACL company or any of its representatives is in no way connected to this property and they did not have any title documents in their favour nor possession, as earlier they only an agreement holder in the name of one Pratheek Kumar and same came to be cancelled on 23/09/2015, prior to the sale in my favour. The non-existent of right in their favour is apparent, on the other hand right and ownership of me is clear as per the sale deed and till date the revenue entries is standing in the name of my vendor Muninanjappa.

However the said aspect is not scrutinized by CBI nor the concerned authorities and keeping me in darkness published in the news paper and online keeping the property for auction alleging that it pertains to PACL limited.

It is also pertinent to place that civil disputes in connection with the said land of me is also pending in consideration before the Senior Civil Judge at Devanahalli in OS No.14/2012, before the Deputy Commissioner, Bangalore Rural District in RP No.63/2011-12 and Private Complaint in PCR No.639/2015 before the JMFC at Devanahalli.

It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number of properties 272 pertaining to Karnataka state in MR number column 24755-16.

That besides requesting this Hon'ble committee through placing information I have also forwarded the copy of this representation cum request application to the CBI, New Delhi and UTI infrastructure Technology Services Ltd.

Thanking You

(Madhusudhan B.R)

Your's faithfully

ENCLOSED:-

1. Search document (My property is marked in marker)
2. Copy of registered sale deed dated 27/07/2013
3. Present RTC standing in the name of my vendor Muninanjappa
4. Copy of document indicating cancellation of agreement holded by Pratheek Kumar through registered cancellation of agreement to sell dated 22/09/2015
5. Copy of IA No.3 in OS No.14/2012
6. Copy of petition in case number RP NO.63/2011-12
7. Copy of private complaint in PCR No.639/2015 before JMFC at Devanahalli.

COPY TO:-

1). CBI
Central Bureau of Investigation
Plat No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
New Delhi-110 003

2). CBI
Central Bureau of Investigation
36, Bellary Road, Dena Bank Colony,
Ganga Nagar, Bengaluru,
Karnataka-560 032

3) UTI Infrastructure Technology and Services Ltd,
Ground Floor, 'A' Wing, Kapoor Apartment,
No.1, Junction of Punjabi Lane and Chadavarkar Road,
B/h Om Shanthi Chowk,

67

Borivali West, Mumbai,
Maharashtra-400092

And also at

UTI Infrastructure Technology and Services Ltd
No.1/28, G floor, Sunlight Building,
Asaf Ali Road, New Delhi Metro Station area,
New Delhi, Delhi- 110002

UTI Infrastructure Technology and Services Ltd
No.6, Cambridge Road, Second Floor,
Opposite Annes College, Ulsoor,
Bengaluru, Karnataka-560 008

AUCTION OF PACL PROPERTIES

GUEST

SEARCH DOCUMENT

MR. NUMBER		SR NO SEIZURE WISE	
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TEHSIL		VILLAGE	
SURVEY NO		MODE CASH/CHEQUE	

Show | View Selected Properties

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24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	View	EOI
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	View	EOI
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P 3941/13-14 (65)

ನಕಲು ಪಿ.ಓ. ಸಂಖ್ಯೆ P.3941
13-14

ABSOLUTE SALE DEED

THIS DEED OF ABSOLUTE SALE is made & executed on this the TWENTY-SIXTH DAY OF JULY YEAR TWO THOUSAND THIRTEEN **(26-07-2013)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Sri. Appajappa,
Aged about 50 Years
Residing at Maralabagilu, Ward No.9,
Devanahalli Town,
Bangalore Rural District.

Hereinafter called the **VENDOR**, which expression unless repugnant to the context otherwise shall mean and include their legal heirs, legal representatives, executors, agents, nominees, assigns, administrators, successors-in-interest etc., on the One Part.

Represented by his Registered GPA Holder Sri. K. MUNIRAJU, Aged about 46 Years, S/o Late Kempanna, residing at No.366, K.M.P. Arcade, 3rd Floor, R. T. Nagar Main Road, R. T. Nagar, Bangalore – 560 032, in terms of Document No.DNH-4-00060/2011-12, dated 30-04-2011, of Book-IV, stored in CD No.DNHD223, in the Office of the Sub-Registrar, Devanahalli.

IN FAVOUR OF:

Sri. B. R. MADHU SUDHAN,
S/o B. N. Rama Murthy,
Aged about 33 Years,
Residing at Bidaluru Village,
Kasaba Hobli, Devanahalli Taluk.
Bangalore Rural District, PIN-562 110.

K Muni

(64)

ಸಂಖ್ಯೆ P.3941

Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಹೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಆಂಜಿನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

Hereinafter called the **PURCHASER**, which expression unless repugnant to the context otherwise shall mean and include his legal heirs, legal representatives executors, administrators, successors-in-interest, nominees, agents, etc., on the Other Part.

WHEREAS the VENDOR herein is the absolute owner in actual, peaceful and in physical possession and enjoyment of the Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanne Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is more fully described in the Schedule hereunder, and the same hereinafter referred to as 'Schedule Property', for the sake of brevity and clarity.

WHEREAS the Schedule Property was originally an Inam Land belonging to Lord Hanumantha Temple which one Sri. Narayanappa being the Cultivator, who filed an application before the Land Tribunal in LRF(INA) 260,173/1980-81 to grant the Schedule Property in his favour. The Land Tribunal in its Order dated 10-05-1982 considered his application and granted him Hiduvali Rights over the Schedule Property. Subsequently, the Revenue Records were changed in the name of the said Sri. Narayanappa.

WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.

WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 and 08-12-1994 respectively, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the aforesaid Sri. Anil Kumar Gupta in terms of M. R. No.07/1995-96 and M.R. No.08/1995-96 respectively.

(62)

ನಂ 4 ಸಕಲ ಆಡಳಿತ
ಕರಂಪ. P 3941/13-14

ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಹಿಂಚಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	
2	ವಿನೋದ್ ಬಿನ್ ಹಿಂಪಣ್ಣ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	Vinod

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

WHEREAS subsequently, the said Sri. Anil Kumar Gupta sold the Schedule Property in favour of one Sri. N. H. Bhaskar Reddy for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-05035/2004-05 dated 01-03-2005, of Book-I and stored in CD No.DNHD39, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were t ansferred in the name of the aforesaid Sri. N. H. Bhaskar Reddy in terms of M. R. No.117/2005-06.

WHEREAS subsequently, the said Sri. N. H. Bhaskar Reddy through his GPA Holder Sri. Suresh Jain, sold the Schedule Property in favour of the Vendor herein for a valuable consideration by way of a Deed of Sale bearing Document No. DNH-1-01727/2009-10 dated 24-07-2009, of Book-I and stored in CD No.DNHD176, in the Office of the Sub-Registrar, Devanahalli. Subsequently, the Revenue Records were transferred in the name of the Vendcr herein.

All the revenue records are standing in the name of Vendor herein and he is in possession and enjoyment of the property by paying land revenue to the Government as owner thereof.

WHEREAS the Khata/mutations in respect of the Schedule Property are standing in the name of vendor in the revenue records of the Revenue Authorities. The VENDOR is paying the taxes regularly in respect of the Schedule property to the Concerned Authorities as owners in possession and enjoyment of the Schedule property.

WHEREAS, the VENDOR is in need of funds for his, legal and family necessities, has offered for sale of the Schedule Property and the PURCHASER has accepted the offer made by the VENDOR and agreed to purchase the Schedule mentioned property.

(60)

ಸಂಖ್ಯೆ. P3941

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 ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ , ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ನಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C- DAC ACTS Pune.

WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

a) That the Vendor is the absolute owner and is in possession and enjoyment and personal occupation of the Schedule Property;

b) That the title of the Vendor to the Schedule Property hereby conveyed is absolute, good, marketable and subsisting and that they have the power to convey the same and that there is no impediment for this sale under any law, order, decree or contract;

c) 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 Schedule Property hereby conveyed;

d) That the Schedule Property is not subjected to any attachments before or after Judgment, encumbrances, Court proceedings in execution or otherwise, mortgages, charge or lien or minor claim;

e) That the Vendor has not entered into any agreement/arrangement for sale or transfer of the Schedule Property or portions thereof with anyone else;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) The Vendor declares that he is an agriculturist and belongs to a family of agriculturists and no proceedings under sections 79A, 79B and 80 or under any of the Provisions of the Karnataka Land Reforms Act are pending in respect of the Scheoule Property or portions thereof before any Authority.

(58)

h) That the Schedule Property is not a property 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;

i) That the Vendor has paid the land revenue, taxes and other statutory charges with regard to the Schedule Property;

j) That the Vendor does not have any pending liabilities with regard to income tax, wealth tax, gift tax or any other tax, which would affect their title to the Schedule Property;

WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

That in pursuance of the above common intention and agreement and in consideration of the Purchaser having paid the entire mutually agreed sale consideration of **Rs.49,00,000/- (Rupees Forty-nine Lakhs Only)** by way of Cash on various dates, to the Vendor herein, in the presence of the witnesses attesting hereunder, which the Vendor, hereby acknowledges, acquits and discharges the Purchaser of such payment, the Vendor as the full, absolute, sole, exclusive, beneficial owner of the Schedule Property, hereby convey, sell, transfer, alienate, grant, assign UNTO the Purchaser all that piece and parcel of the Schedule Property TO HAVE AND TO HOLD the same as its full, absolute, sole, exclusive, beneficial owner thereof with all privileges, benefits, easements, heriditaments and absolutely free from encumbrances of whatsoever nature, subject to the covenants hereinafter appearing:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Schedule Property hereby conveyed and receive the

income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

b) The Vendor has this day delivered the vacant physical possession of the Schedule Property to the Purchaser, pursuant to this sale deed and the Purchaser hereby acknowledges having taken the vacant possession of the Schedule Property.

c) The Vendor has no objection for the Purchaser approaching the relevant Revenue Authorities, Thasildar, seeking transfer/registration of Khatha and the Special Deputy Commissioner, Bangalore for conversion in the name of the Purchaser herein in regard to the Schedule Property and for payment of taxes by the Purchaser herein.

d) The Purchaser shall be liable to pay all out goings in regard to the Schedule Property including taxes due to the Revenue Authorities, for the purposes of registration of Khatha in regard to the Schedule Property.

e) Subject to the Purchaser discharging the obligations and observing the terms and conditions contained herein, the Vendor covenants with the Purchaser that the Purchaser shall be entitled to hold, possess, build upon and enjoy the Schedule Property, as its full, absolute, beneficial, exclusive owner thereof.

f) That the Vendor shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss, liability, 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 or by breach of the covenants herein above contained or against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the

(56)

Schedule Property by the Purchaser or if any proceedings commenced by any person or persons or by any statutory authorities;

g) The Vendor hereby represents that the Schedule Property hereby conveyed, is absolutely free from encumbrances of whatsoever nature and free from any claims, attachments, etc.

h) The Vendor will do and execute at the request and the cost of the Purchaser, all such other acts and deeds and things, as may be required, for more fully and perfectly assuring the title of the Purchaser in relation to the Schedule Property, which is hereby conveyed, pursuant to and under this sale deed.

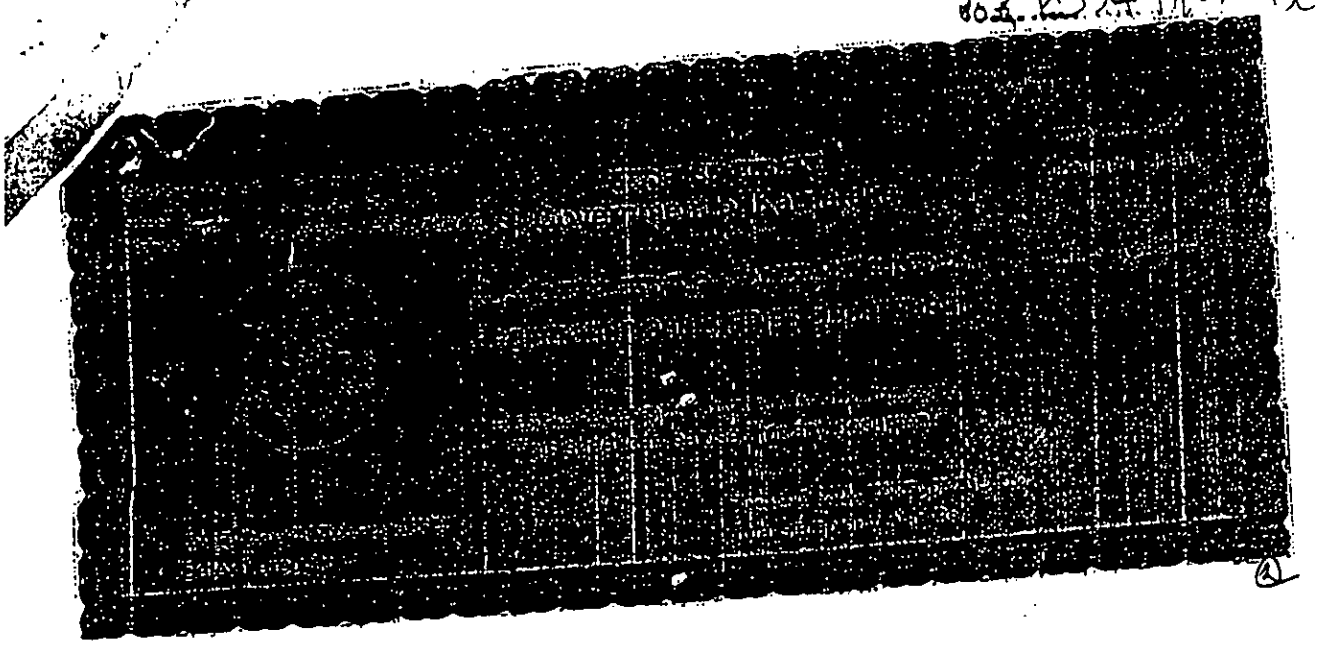
i) That the Vendor has delivered to the Purchaser all the original title deeds relating to the Schedule Property along with the copies of all the relevant/incidental records supporting the title of the Vendor pertaining to the Schedule Property on the date of registration of this Sale Deed;

j) The expenses of stamp duty and registration charges of this sale deed are borne by the Purchaser hercin exclusively.

SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East by	:	Property of Ramaiah;
West by	:	Property of Ramappa;
North by	:	Sanna Amanikere Road;
South by	:	Property of Narasimhaiah.



In witness whereof the VENDOR, and the PURCHASER have affixed their signatures to this Deed of Sale on the day, month and year first above written at Devanahalli.

WITNESSES:

1. S/o Chappanna Devanahalli

2. S/o Chappanna Devanahalli

(MUNINANJAPPA)
VENDOR
Rep. by his Regd. GPA Holder
Sri. K. MUNIRAJU

(B. R. MADHU SUDHAN)
PURCHASER

Drafted by:

ಯಥಾ ನಕಲು
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ರೆಕಾರ್ಡ್ ಆಫ್

ಗ್ರಾಮ ನಮೂನೆ ೨ 1 3 5 9 7 3 5 2 9 7

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು: -- ಹೋಬಳಿ :-

version 0.0.0

1. ಸರ್ವೆ ನಂಬರು	3. ಬೇಕವಾರು	ಎಕರೆ	ಗುಂಟೆ	ಆ	4. ಕಂದಾಯ	ಕಸಪಡಿ
	ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ				(ಅ) ಭೂ ಕಂದಾಯ	
	ಪೂಟ್ ಖರಾಬ್ (ಅ)				(ಬ) ಜೋಡಿ	
	ಪೂಟ್ ಖರಾಬ್ (ಬ)	5.16	00	00	(ಕ) ಸೆಸ್ಸುಗಳು	9.05
	ಉಳಿದದ್ದು	0.16	00	00	(ಡ) ನೀರಿನ ದರ	
2. ಹಿಸ್ಸಾ		5.00	00	00	ಒಟ್ಟು	

5. ಮಣ್ಣಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ			8. ಬೇಕುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿಯಸ್ತೀರ್ಣ			
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು
ದೆಂಪು							
6. ಪಟ್ಟಾ ಸರ್ಕಾರಿ							

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ ವಿಸ್ತೀರ್ಣ 4 ಎ ಗುಂ	ಗುತ 5
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾದಪ್ಪ	ಸ್ವಂತ		

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK/5538
15-16

ಈ ದಸ್ತಾವೇಜು...9...ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ...ಇರುವುದು...ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ
1ನೇ ಪುಟದ ಸರಣಿ ಸಂಖ್ಯೆ...10...
16-17
5538/15-16
(53)

DEED OF CANCELLATION OF AGREEMENT TO SELL

This **DEED OF CANCELLATION of AGREEMENT TO SELL** is made and executed on this the TWENTY-SECOND DAY OF SEPTEMBER YEAR TWO THOUSAND FIFTEEN **(22-09-2015)** at Devanahalli;

BETWEEN:

Sri. MUNINANJAPPA,
S/o Late Appajappa,
Aged about 52 Years,
Residing at Maralubagilu,
Ward No.9, Devanahalli,
Bangalore Rural District.

Represented by his Registered GPA Holder

Sri. K. MUNIRAJU,
Aged about 48 Years,
Son of Late Sri. Kempanna,
No.366, Matadahalli,
R T Nagar Main Road,
Bangalore – 560 032.

hereinafter referred to as the **First Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives, successors in interest and title and assigns) of the ONE PART:

AND:

Sri. PRATEEK KUMAR,
Son of Mr. Praful Kumar,
Aged about 47 years,
Residing at Row House No.1,
Gold Field Enclave,
South Main Road,
Koregoan Park, PUNE – 411 001.

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5538/15-16

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 Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by CDAC ACTS Pune.

hereinafter referred to as the **Second Party** (which expression shall unless it is repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, legal representatives or assignees thereof) of the OTHER PART:

WHEREAS the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of **Rs.3,00,00,000/-** (Rupees Three Crores Only) which was registered as Document No.DNH-I-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the First Party has agreed to sell to the Second Party agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto hereinafter referred to as the **Schedule Property**.

WHEREAS in terms of the above agreement the **Second Party** had paid a sum of **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) by Cheque No.890642 dated 23-04-2011 drawn on IDBI Bank, Yerawada, Pune, as earnest money/part sale price to purchase the **Schedule Property**.

WHEREAS due to certain issues and difficulties arising out of the said transaction, the **Second Party** could not honour the above agreement and execute the Sale Deed / Deed of Conveyance in favour of the **First Party**, the **Parties** herein have decided to cancel the said Agreement to Sell dated 05-05-2011, which is accepted by both the Parties herein.

WHEREAS in consideration of the circumstances stated above, the Parties hereto have mutually agreed without any dissent, that it is in the interest of all concerned that the Agreement to Sell dated 05-05-2011 entered into between the **First Party** and the **Second Party** is hereby cancelled;

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04 ...

ದಿನಾಂಕ ...

Print Date & Time : 23-09-2015 12:00:06 PM

5538/15-16

ಅಧ್ಯಾದೇಶ ಸಂಖ್ಯೆ : 5538

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	315.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು	550.00

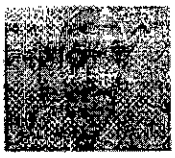
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			K Muni

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಉಪನೋಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆಸಿಕೊಂಡವರು)			K Muni
2	Sri. Prateek Kumar S/o Praful Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆದುಕೊಡುವವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ

ಉಪನೋಂದಣಾಧಿಕಾರಿ

(49)

5538/15-16

WHEREAS in pursuance of the said cancellation of Agreement to Sell dated 05-05-2011, the **First Party** has this day refunded the entire consideration paid by the **Second Party** in full and final settlement of all his claims of any nature whatsoever;

WHEREAS the Parties have thought it fit and convenient to record the cancellation of the Agreement to Sell dated 05-05-2011 in writing;

NOW THEREFORE THIS CANCELLATION OF AGREEMENT TO SELL WITNESSETH AS UNDER:

1. It is hereby agreed and accepted by all that the Agreement to Sell dated 05-05-2011 entered into between K. Muniraju and Prateek Kumar hereby stands CANCELLED.
2. The **Second Party** hereby confirms having received the entire consideration **Rs.2,99,50,000/-** (Rupees Two Crores Ninety-nine Lakhs Fifty Thousand Only) paid by him under the said Agreement to Sell dated 05-05-2011 from the **First Party** in the following manner:
   - **Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only)** by way of Cheque No.087449 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party;
   - **Rs.1,49,50,000/- (Rupees One Crore Twelve Lakhs Eighty-one Thousand Two Hundred & Fifty Only)** by way of Cheque No.087450 dated 22-09-2015, drawn on Canara Bank, Hebbal Branch, Bangalore, in favour of the Second Party, in full and final settlement of all his claims of any nature whatsoever.

(48)

ಗುರುತಿಸುವವರು

5538/15-16

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಟದಲ್ಲಿನ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05538-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧರಣಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸೋಂದಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ.

Designed and Developed by C-DAC, ACTS, Pune

3. The Parties hereby agree and affirm that each of them have no claim of whatsoever nature against the other under or in respect of the afore-mentioned Agreement to Sell dated 05-05-2011 or towards costs or expenses incurred by them towards or in pursuance of the Agreement to Sell dated 05-05-2011 and also the **Second Party** shall hereby hand over the Original Agreement to Sell dated 05-05-2011 along with all the documents pertaining to the **Schedule Property** to the custody of the First Party.
4. The **Second Party** hereby confirms that he has not encumbered the **Schedule Property** in any manner nor created any right, title or interest on the **Schedule Property** by entering into any lease/assignment/mortgage or any other agreement.
5. It is agreed that the **First Party** is at liberty to dispose the **Schedule Property** as he deems fit and the **Second Party** has no claim whatsoever over the **Schedule Property** in any form.
6. It is further agreed that this Cancellation of Agreement to Sell has settled in finality all matters related to or in respect of the Agreement to Sell dated 05-05-2011 and that all legal notices, claims and counterclaims, if any, made in respect thereof are deemed to be withdrawn by the respective Parties and have become non est in law.
7. It is also recorded by way of abundant caution that the Agreement to Sell dated 05-05-2011 has now become null and void and no action for specific performance and / or any other relief will lie against any of the Parties hereto.
8. The **First Party** is hereby lawfully entitled to deal with the **Schedule Property** in whatsoever manner he may think fit.

9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2nd Cross, Malleswaram, Bangalore – 560 003, to present and admit this Deed executed by the Second Party before the jurisdictional Sub-Registrar in terms of Special Power of Attorney dated 12-07-2012.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing **Sy. No.25**, measuring **05 Acres** and 16 Guntas of Kharab Land, situated in **Sanna Amanikere** Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by	:	Property belongs to Mr. Ramaiah;
West by	:	Property belongs to Mr. Ramappa.
North by	:	Sanne Amanikere Road;
South by	:	Property belongs to Mr. Narasimhaiah.

5538/15-16

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IN WITNESS WHEREOF, the PARTIES have executed this **CANCELLATION OF AGREEMENT TO SELL** in the presence of the witnesses attesting hereunder:

WITNESSES:

1. S/o Lakshmipathy

(MUNINANJAPPA)
FIRST PARTY
Rep. by his Regd. GPA
Holder Sri. K. Muniraju

2. S/o Lakshman

(PRATEEK KUMAR)
SECOND PARTY

Drafted By:

Drafted by me
(NARASIMHA REDDY A.V)
Advocate
KAR 3810/03

Certified under Section ... of the ... Certified ... Rupees ... has been ... Receipt No. ... S/o.D/o W/o ... Stamp duty ... Bill Paid vide ... Registering at ...

[redacted]

BK I 5550/15-16

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟಗಳನ್ನೊಳಗೊಂಡಿದೆ.

ನಕಲು ಪ್ರತಿ ಹೊಸ್ಕೊಂಡು ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ
1ನೇ ಪುಟದ ನಕಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ 10300
16-17

(44)

5550/15-16

AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23nd day of September Two Thousand and Fifteen (23/09/2015):

BY:

Mr. Muninanjappa,
S/o. Late. Appajappa,
Aged about 48 years,
Maralu Bagilu,Ward No-9,
Devanahalli.
Bangalore Rural District.

Represented by his Registered GPA Holder
Mr. K. Muniraju,
S/o. Late Kempanna,
Aged about 45 years,
R/at Prashanthnagar,
Devanahalli Town,
Bangalore Rural District.

Hereinafter referred to as the **VENDOR** (which term unless repugnant to the context, shall mean and include, his heirs, successors, representatives, administrators and assigns) OF THE ONE PART;

IN FAVOUR OF:

Sri. A. JANARDHANA SHETTY,
S/o Late Sankappa Shetty,
Aged about 72 years,
Residing at No.31A, Imperial Court,
Cunningham Road,
Bangalore – 560 052.

Hereinafter referred to as the **PURCHASER** (which term unless repugnant to the context, shall mean and include his heirs, successors, representatives, administrators and assigns) OF THE OTHER PART;

(43)

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 A. Janardhana Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash
ಒಟ್ಟು :	12570.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ
ದಿನಾಂಕ : 23/09/2015

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC ACTS Pune.

WHEREAS the agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 Guntas (including 0.16 guntas Kharab) in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule annexed hereto, hereinafter referred to as the SCHEDULE PROPERTY is acquired by the VENDOR from its previous owner Sri. N. H. Bahasker Reddy S/o H. P. Shiva Reddy, represented by his GPA holder Mr. Suresh Jain and Smt. Sangeetha Jain, in terms of sale deed dated 01-09-2008, registered as Document No.DNH-1-01727/2009-01, of Book-1, Stored in CD No-DNHD 176, in the office of the Sub-Registrar, Devanahalli.

WHEREAS the SCHEDULE PROPERTY is the self acquired property of the VENDOR and since the date of acquisition VENDOR has been paying taxes to the concerned revenue authorities and revenue records of the SCHEDULE PROPERTY is in the name of the VENDOR in terms of MR No.14/2011-12.

AND WHEREAS thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

AND WHEREAS the VENDOR has executed registered General Power of Attorney in favour of Mr. K. Muniraju S/o Late Kempanna, dated 30.04.2011, registered as document No- DNH-4-00060/2011-12, Stored in DC No- DNHD 223, in the office of the Sub-registrar, Devanahalli, in respect of the aforesaid land delegating all the powers including power of alienation and same is still subsisting.

AND WHEREAS, the Vendor had entered into registered agreement to sell dated 05.05.2011 with one Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, The said agreement to sell is registered in the office of the Sub Registrar, Devanahalli as document No. DNH-1-00530/2011-12, of Book No-

(41)

ಇ-ಸ್ಟಾಂಪ್ ನಕಲು ಅರ್ಜಿ

10300

Print Date & Time: 23-09-2015 12:18:07 PM

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5550/14

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5550

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

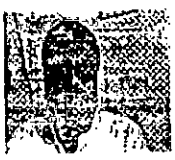
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	420.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

ಶ್ರೀ A. Janardhana Shetty S/o Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟವರಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... ..... (ರೂಪಾಯಿ)..... ....ಮುಟ್ಟಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty . (ಬರೆಸಿಕೊಂಡವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Munlraju S/o. Late Kempanna . (ಬರೆಸುಕೊಡುವವರು)			K.Muni

ಹಿರಿಯ ಉಪನೊಂದಣಾಧಿಕಾರಿ

I, Stored in CD No- DNHD223. Subsequently the said Mr. Prateek Kumar S/o. Praful Kumar, represented by his GPA Holder Smt. Ayush Thapa, have desired to give up his claim/interest under the agreement dated 05.05.2011 and the Vendor who is the owner of the property has also agreed for the same and both are mutually have been cancelled the agreement dated 05.05.2011, vide its cancellation of agreement dated 23.09.2015, regisresterd as document No- 5538/15-16 in the office of the Sub-Registrar, Devanahalli.

AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

(a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings or charges of any kind;

(c) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else;

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

Based on the said representations, the Purchaser has agreed to purchase the Schedule Property from the Vendor herein and the parties are desirous of reducing the terms agreed into writing.

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ಸಂ.ಎ.6 ಪ್ರಮಾಣ ಪತ್ರ

ಗುರುತಿಸುವಿಕೆ - 10300 / 1617 / 5550/14

ಪುಟ ಸಂಖ್ಯೆ - 6

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o. Kempanna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-05550-2015-16 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD561 ನೇ ಧ್ವರಲ್ಲಿ
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

23/09/2015

ಎಂ.ವಿ. ಸತೀಶ್
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ (ದೇವನಹಳ್ಳಿ)
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

NOW THIS AGREEMENT OF SALE WITNESSES AS FOLLOWS:

That in pursuance of the foregoing and in consideration of the price hereby agreed and the advance paid, the Vendor hereby agrees to sell and the Purchaser hereby agrees to purchase, morefully described in the Schedule herein below and hereinafter referred to as the "**Schedule Property** " subject to the following terms and conditions:-

1. SALE PRICE :

1.1) The total consideration / price payable by the Purchaser to the Vendor for the Schedule Property shall be **Rs.1,25,05,000/- (Rupees One Crore Twenty Five Lakhs Five Thousand Only);**

1.2) Out of the total sale consideration mentioned in sub Clause 1.1 of Clause 1 hereinabove, the Purchaser has paid an advance of **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** to the Vendor in the following manner;

1.3) **Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs Only);** by way of Cheque bearing No- 946596, dated 22.09.2015 , drawn on Corporation Bank, Bangalore, in favour of Vendor herein.

1.4) The balance amount of the Sale Consideration **i.e. Rs. 50,00 /- (Rupees Five Thousand Only)** shall be paid by the Purchaser to the Vendor at the time of registration of Sale Deed.

2. **TIME FOR COMPLETION:**

2.1) The sale shall be complete within one year from the date entering into this agreement subject obtaining the necessary and required permission/s for conversion of the Schedule mentioned property from agricultural purpose/s to non-agricultural (residential or commercial or industrial) purpose/s

or for change of land use under the zoning regulations of the Planning Authorities, whichever is later.

2.2) It is agreed to between the Parties that the Schedule Property will be purchased by the Purchaser only upon scrutiny of the entire title documents and upon satisfaction of the title of the Vendor herein.

2.3) It is agreed to between the Parties that the Property shall be registered in the name of the Purchaser or his/she nominee as and when the Vendor establishes a good marketable title over the same.

2.4) Failure on the part of the Vendor to furnish the title documents to the Purchaser in order to establish their title over the Schedule Property the Vendor shall be liable to pay twice the amount of the sale price agreed by the parties herein in Clause 1.1 above.

3. TITLE / VENDOR'S OBLIGATIONS:

3.1) The Vendor shall make out and convey a good, marketable and subsisting title in regard to the Schedule Property to the Purchaser;

3.2) The sale of the Schedule Property shall be free from encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

3.3) The Vendor shall pay all rates, taxes and cesses in regard to the Schedule 'Property up to date of sale;

3.4) The Vendor shall convert the schedule property at his own cost and produce necessary documents immediately within one month from today.

3.5) The Vendor shall produce zonal certificate confirming that the schedule property is situated in a commercial/residential zone.

3.6) The Vendor has assured that purchaser that the schedule property free from all encumbrance, charge, injunction, mortgage and court attachment he has got clear marketable title to the schedule property and he shall be convey clear marketable title in favour of the Purchaser and on this assurance alone the Purchaser has entered into this agreement.

4. **TITLE DEEDS:**

4.1) The sale of the Schedule Property mentioned herein below is subject to the Vendor establishing a good marketable title over the Schedule Property.

4.2) The Vendor shall provide all the necessary documents of title pertaining to the Schedule Property to ascertain and affirm the title of the Vendor herein. The Vendor shall deliver all the original title deeds and other related documents relating to the Schedule Property to the Purchaser at the time of execution of the Deed of Sale.

5. **POSSESSION:**

The Vendor shall deliver vacant possession of the Schedule Property to the Purchaser on the date of execution of Deed of Sale;

6. **EXPENSES:**

6.1) The expenses relating to Stamp Duty and registration charges in regard to the Deed of Conveyance shall be borne by the Purchaser;

6.2) The cost of making out a good and marketable title with all requisite sanctions and clearances shall be borne by the Vendor;

6.3) It is specially agreed between the parties, incase for any reasons, the parties are to bear stamp duty or penalty in respect of this agreement and the same shall be borne by the Vendor.

7. **NOMINATION:**

The Vendor shall execute a Deed of Sale in regard to the Schedule Property either in favour of the Purchaser and / or her nominee/s and / or her assignees as required by the Purchaser on the same terms;

8. **CONSEQUENCES OF BREACH:**

In the event of either party to this Agreement committing breach, the aggrieved party shall be entitled to recover all costs, expenses and losses incurred by the aggrieved party, as a consequence of such breach from the party committing breach;

A Notarized Copy of this Agreement to Sell shall be in possession of the Vendor.

SCHEDULE PROPERTY

All that piece and parcel of agricultural land bearing Sy. No. 25 measuring 05 acres 0.16 guntas (including 0.16 guntas Kharab), in all total 05 acres 0.16 guntas, situated in Sanna Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, and bounded on the:

East by :	Property belongs to Mr. Ramaiah
West by :	Property belongs to Mr. Ramappa.
North by:	Sanna Amanikere Road
South by:	Property belongs to Mr. Narasimhaiah.

60.300
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IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT OF SALE in the presence of the Witnesses attesting hereunder.

WITNESSES:

1)

VENDOR
(Rep. GPA Holder K. Muniraju)

2)

PURCHASER

Drafted by Me

A.V. Narasimha Reddy
Advocate
No-121, 1st Floor, Amar Tower,
Gandhinagar,
Bangalore - 560009.

Certified under section 1[illegible] of the Karnataka Stamp Act, 1957
Page 8 of 8
Rupees ... has been Collected at the SRO ... Stamp Duty Paid vide Receipt No. ...
S/o.D/o W/o ... Residing at ...

[redacted]

(32)

residing at No.366,
K.M.P. Arcade, 3rd Floor,
R.T.Nagaar Main Road,
Bangalore-560 032

3. **SRI.AYUSH THAPA**
aged about 28 years,
S/o Sri.Mahendra Singh Thapa,
residing at No.187,
Sofia Manzil, 12th Cross,
Dollars Colony,
Bangalore-560 094 ...DEFENDANTS

...

UNDER ORDER 39 RULE 1 AND 2 READ WITH SECTION 151 OF THE CODE OF CIVIL PROCEDURE, the Plaintiff in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to pass an order of temporary injunction restraining the Defendants No.1 to 3, their agents or anyone acting under them or on behalf of them from in any manner encumbering or alienating the suit schedule property to third parties, pending disposal of the above suit. The Plaintiff further prays for an ad-interim order in like terms pending disposal of the above application, in view of the urgency of the matter, in the interest of justice and equity.

SCHEDULE

All the piece and parcel of the immovable property being agricultural land measuring to an extent of 5 (Five) Acres which is exclusive of 16 guntas of karab landing Survey No.25 situated Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore District and bounded on the :

EAST BY: Property of Ramaiah;

WEST BY: Property of Ramappa;

NORTH BY: Property bearing Survey No.24;

SOUTH BY: Property of Narasimhaiah;

Bangalore,

Date: ADVOCATE FOR PLAINTIFF

injunction is passed, no prejudice will be caused to the Defendants. On the other hand, I will be put to great hardship, inconvenience and justice will suffer. I have got a prima facie case and the balance of convenience is in my favour.

WHEREFORE I pray that this Hon'ble Court be pleased to pass appropriate orders as prayed for in the accompanying application, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true to the best of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFORE ME

Bangalore,

Date:

No. of corrections :

BEFORE THE VACATION DISTRICT COURT,

BANGALORE RURAL DISTRICT, BANGALORE

O.S.No. of 2011

IN THE COURT OF THE SENIOR CIVIL JUDGE

AT DEVANAHALLI

O.S.No. of 2011

BETWEEN

SRI.N.H.BHASKAR REDDY ...PLAINTIFF

A N D

SRI.MUNINANJAPPA and others ...DEFENDANTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** aged about 41 years, S/o late N.H.P.Shiva Reddy, residing at No.C-17, Kudremukh Colony, 2nd Block, Koramangala, Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am I in the above case and well conversant with the facts of the case and hence, I am swearing to this affidavit.

No. of corrections:

2. I submit that the averments made in the plaint may kindly be read as part and parcel of this affidavit to avoid repetition of facts.

3. I submit that, I am the absolute owner in possession and enjoyment of the property bearing Survey No.25, measuring 5 acres 16 guntas including 16 guntas of karab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is an agricultural land. I have acquired the said property under a Registered Sale Deed, registered as Document No.DNH-1-05035/2004-05, Book I, stored in C.D.No.DNHD39, dated 1-3-2005 from the previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. I submit that the said Anilkumar Gupta, has acquired the above said property under a valid Registered Sale Deed dated 2-12-1994 and 8-12-1994 respectively, registered as document No.2020/1994-95, Book I, volume No.1548 at pages 63 to 68 and document No.2064/1994-95, Book I, volume No.1548 at pages 113 to 116 as an agricultural land. I submit that the R.T.C and mutation entries have been

No. of corrections :

made in my name in the records of the Devanahalli Taluk office for the years 2005 to 2011 in respect of the above said property. Thus I am in peaceful possession and enjoyment of the above said property as absolute owner thereof. The said property is the subject matter of this suit described in the schedule to the plaint.

4. I submit that on 13-10-2011 the Defendant No.1 herein along with some henchmen, coolies and tractors came near the suit schedule property and tried to carryout the agricultural operation illegally. On hearing the same I have rushed to the spot and questioned the high handed and illegal activities of the 1st Defendant. At that time, the 1st Defendant disclosed that, he has got some documents in respect of the suit schedule property. On hearing the same, I was shocked and surprised about the say of the 1st Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1st Defendant and his henchmen. I submit that on 14-10-2011 I have obtained the certified copies of the R.T.C and mutation in respect of the suit schedule property. After going through the

same I came to know that the name of the 1st Defendant has been entered in the Revenue records as per the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore. Then once again I was shocked and surprised and applied for the Certified copy of the Impugned Order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and obtained the same and after going through the same, I came to know that the 1st Defendant herein without having any manner of right, title or interest over any bit of the suit schedule property maneuvered to get the revenue entries in his name and without the knowledge of me obtained the Impugned Order in his favour. Against the said order of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore I have preferred a Revision Petition before the Deputy Commissioner, Bangalore Rural District, Bangalore. The said Revision Petition is still pending for adjudication. I submit that again on 8-11-2011 the 1st Defendant along with the Defendants No.2 and 3 and some henchmen came near the suit schedule property and tried to interfere with my peaceful possession and enjoyment of

the schedule property. I once again questioned the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 disclosed that the Defendants No.1 to 3 have got some documents. On hearing the same I once again shocked and surprised and on that day resisted the high handed and illegal activities of the Defendants No.1 to 3 and their henchmen. The Defendants No.1 to 3 went away declaring that they will come again and oust me from the possession of the suit schedule property. I submit that on 9-11-2011 I have applied for the certified copy of Encumbrance Certificate in the Office of the Sub-Registrar, Devanahalli and on the same day I obtained the certified copy of the Encumbrance Certificate and after going through the same I came to know the illegalities committed by the Defendants No.1 to 3. After I came to know about the illegalities committed by the Defendants No.1 to 3 I have also applied for the alleged documents and obtained the same on the same day itself. After going thorough the one by one alleged documents i.e., the alleged Sale Deed dated 24-7-2009 executed by the alleged G.P.A holders namely Suresh

Jain, S/o Chagan Jain and Sangeetha Jain W/o Suresh Jain, in favour of the 1st Defendant herein which is registered as document No.DNH-1-01727/2009-10, dated 24-7-2009 and stored in C.D.No.DNHD.176. At no point of time I have executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain. The said persons are strangers to me and also to the suit schedule property. I submit that on the basis of the alleged Sale Deed the 1st Defendant herein has executed the alleged Agreement of Sale in favour of the 2nd Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2nd Defendant acting as a General Power of Attorney holder of the 1st Defendant has executed another Agreement of Sale which is registered as Document No.DNH-1-00530/2011-12 dated 5-5-2011 stored in C.D.No.DNHD-223, are highly illegal, inoperative, void and are liable to be cancelled. As already stated above, I have not executed any document muchless the alleged General Power of Attorney in favour of the fictitious persons Suresh Jain and Sangeetha Jain.

No. of corrections :

I submit that on the basis of the above said alleged documents the Defendants No.1 to 3 often and often interfering with my peaceful possession and enjoyment of the suit schedule property. Inspite of police Complaint lodged before the jurisdictional police station, the police have not received the Complaint from me, instead the police have advised to me to approach the civil court for the needed relief. I submit that I never received any single paise from the Defendants or from the aforesaid fictitious General Power of Attorney Holders. I submit that I have executed a General Power of Attorney only in respect of Survey No.22 measuring 2 acres 8 guntas, including 8 guntas karab situated at Sanne Ammanikere village, Kasaba Hobli, Devanahalli Taluk in favour of Suresh Jain and Sangeetha Jain, except this I have not executed any other General Power of Attorney in respect of any other property belonging to him either in favour of Suresh Jain and Sangeetha Jain or anybody else. I submit that I am a law abiding citizen. The Defendants are highly influential persons backed with men and money and politically motivated persons. The Defendants by one or the other way to knock off the

valuable property belonging to me and also in order to deprive my legitimate rights, maneuvered to get the revenue entries in their names on the basis of the alleged documents. I submit that unless the Defendants No.1 to 3 are restrained by this Hon'ble Court by an order of permanent injunction, it is difficult for me to resist the illegal and high handed activities of the Defendants, as the Defendants are often and often by interfering with my peaceful possession and enjoyment of the suit schedule property. I further submit that now I reliably came to know the Defendants are making hectic efforts to alienate the suit schedule property to third parties in order to have wrongful gain and to cause wrongful loss to me. Hence I filed this suit to protect my interest in respect of the schedule property.

5. I submit that under the above facts and circumstances it is just and necessary to pass an order of temporary injunction restraining the Defendants, their agents or any one claiming under them from in any manner encumbering and alienating the suit schedule property to third parties. If an order of temporary

No. of corrections :

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY,
S/o late N.H.P.Siva Reddy,
aged about 41 years,
Residing at No.C-17,
Kundremukh Coony,
2nd Block, Koramangala,
Bangalore-560 034 ...PETITIONER

A N D

1. **THE TAHSILDAR,**
Devanahalli Taluk,
Devanahalli

2. **THE ASSISTANT COMMISSIONER,**
Doddaballapura Sub-Division,
Podium Block, Vidhana Veedhi
Bangalore-560 001

3. **SRI.MUNINANJAPPA,**
S/o late Appajappa,
aged about 49 years,
residing at No.9,
Maralu Bagilu,
Devanahalli Town,
Bangalore Rural District ...RESPONDENTS

...

UNDER SECTION 136 (3) OF THE KARNATAKA LAND REVENUE ACT, 1964, THE PETITIONER ABOVE NAMED BEGS TO SUBMIT AS FOLLOWS:-

1. The addresses of the parties for the purpose of service of notice, summons etc., from this Hon'ble Court are as shown in the cause title. The Petitioner may also be served through his Advocate **G.N.RAMESH**, Advocate, No.95, 1st Floor, 24th Cross, Opposite to 19th Cross, Cubbonpet Main Road, Bangalore-560 002.

2. The Petitioner above named begs to prefer this Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent on the following among other grounds:

BRIEF FACTS OF THE CASE

3. The Petitioner submits that he is the absolute owner of the property bearing Survey No.25 measuring 5 acres 16 guntas including 16 guntas of kharab land situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Petitioner has

acquired the above said property under a Registered Sale Deed dated 1-3-2005 from its previous owner Sri.Anil Kumar Gupta, S/o Ramachandra Gupta. Since from the date of Purchase, the Petitioner is in peaceful possession and enjoyment of the above said property.

4. The Petitioner submits that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the said property and tried to interfere with the peaceful possession and enjoyment of the Petitioner and tried to carryout agricultural operation illegally. On hearing the same, the Petitioner rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, the Petitioner was shocked and surprised about the say of the 3rd Respondent and with the help of neighbourers and villagers, the Petitioner resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. The Petitioner on 14-10-2011 obtained the R.T.C and mutation in respect

(18)

stated above and not intentional. However, the Petitioner has filed a separate application for condonation of delay, in preferring the above Revision Petition.

WHEREFORE, the Petitioner prays that this Hon'ble Court be pleased to call for the records pertaining to the Order dated 4-7-2011 passed in R.A.(D) No.26/2011-12 from the file of the second Respondent and also the records in M.R.No.14/2011-12 dated 1-10-2011 from the file of the first Respondent, set-aside the Impugned Order if the first and second Respondents by allowing this Revision Petition, and to pass such other order or orders as this Hon'ble Court deems fit to grant in the circumstances of the case including the award of costs, in the interest of justice and equity.

ADVOCATE FOR PETITIONER PETITIONER

VERIFICATION

I, the Petitioner in the above case, do hereby declare and verify that what is stated above is true to the best of my knowledge, information and belief.

Bangalore,

Date: PETITIONER

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

I.A.No.1

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 5 OF THE LIMITATION ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

(16)

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

(15)

3. I submit that to-day I have filed the above Revision Petition being aggrieved by the Impugned Order passed in R.A.(D)26/2011-12 dated 4-7-2011 passed by the 2nd Respondent and also in M.R.No.14/2011-12 in respect of the property bearing Survey No.25, measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, thereby the above said Impugned Mutation was accepted in the name of the 3rd Respondent.

4. I submit that, on 13-10-2011 the Respondent No.3 herein along with some coolies and tractors came near the aforesaid property belonging to me and tried to interfere with my peaceful possession and enjoyment and tried to carryout agricultural operation illegally. On hearing the same, I rushed to the spot and questioned the high handed and illegal activities of the 3rd Respondent. At that time, the 3rd Respondent disclosed that he has got some documents in respect of the aforesaid property. On hearing the same, I was shocked and surprised about the say of the 3rd Respondent and with the help of my neighbourers and villagers; I have resisted the high handed and illegal activities of the Respondent No.3 and his henchmen. I submit that, on 14-10-2011, I have obtained the R.T.C and mutation in respect of the aforesaid property. After

No. of corrections:

going through the same, I obtained the Order from the 2nd Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2nd Respondent, I have applied for the certified copy of the above said order and obtained the same. After going through the said Order, I once again shocked and surprised about the illegal act committed by the Respondent No.3. I submit that, the 3rd Respondent has no manner of right, title or interest over the entire extent of land because at no point of time I have alienated the above said property in favour of the 3rd Respondent herein. The 3rd Respondent herein in order to deprive my legitimate right has maneuvered to get the revenue entries in his name on the basis of the alleged documents. The alleged documents on the basis of which the 3rd Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2nd Respondent is highly illegal, inoperative, void and the same is liable to be set-aside.

5. I submit that as stated above, till 13-10-2011 I am not aware of the Impugned Order of the 2nd Respondent. I submit that I am not a party to the proceedings before the 2nd Respondent. I submit that the delay in preferring the above appeal is for the above said bonafide and beyond my control. I submit that the delay, if any, in preferring the above appeal is not condoned, I will be put to greater hardship, inconvenience and loss and my very

No. of corrections:

(13)

property rights will be deprived off. On the other hand no prejudice will be caused to the Respondent No.3 or anybody else, if this application is allowed. I have got good grounds to be urged before this Hon'ble Court.

WHEREFORE, I pray that this Hon'ble Court be pleased to condone the delay, if any, in preferring the above appeal, in the interest of justice and equity.

I solemnly affirm that this is my name and signature and the contents of this affidavit are true and correct to the best to of my knowledge, information and belief.

Identified by me

DEPONENT

ADVOCATE

SWORN TO BEFOREME

Bangalore,

Date:

No. of corrections:

(12)

BEFORE THE DEPUTY COMMISSIONER, BANGALORE

RURAL DISTRICT, AT BANGALORE

I.A.No.2

IN

R.P.No. 63 /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

UNDER SECTION 55 OF THE KARNATAKA LAND REVENUE ACT, the Petitioner in the above case prays that for the reasons sworn to in the accompanying affidavit that this Hon'ble Court be pleased to stay the operation of the Impugned Order in R.A.(D) 26/11-12 dated 4-7-2011 and M.R.No.14/2011-12, passed by the 1st and 2nd Respondent in respect of the Survey No.25 measuring 5 acres situated at Sanne Ammanikere Village, Kasaba Hobli, Devanahalli Taluk, pending disposal of the above Revision Petition, in the interest of justice and equity.

Bangalore,

Date: ADVOCATE FOR PETITIONER

(11)

BEFORE THE DEPUTY COMMISSIONER, BANGALORE RURAL DISTRICT, AT BANGALORE

R.P.No. /2011-12

BETWEEN

SRI.N.H.BHASKAR REDDY, ...PETITIONER

A N D

THE TAHSILDAR and others ...RESPONDENTS

...

AFFIDAVIT

I, **N.H.BHASKAR REDDY,** S/o late N.H.P.Siva Reddy, aged about 41 years, residing at No.C-17, Kundremukh Coony, 2nd Block, Koramangala,Bangalore-560 034, do hereby solemnly affirm and state on oath as follows:-

1. I am the Petitioner in the above Revision Petition and I know the facts of the case and hence I am swearing to this affidavit.

2. I submit that the averments made in the above Revision Petition may kindly be read as part and parcel of this affidavit to avoid repetition.

No. of corrections:

CKNU 450/06
25/02/06

(9)
Notified

(10)

[illegible]

[illegible]

[illegible] THIS BOND [illegible] UNDER
[illegible] ANY OTHER PROVISION OF
[illegible] IN ACCORDANCE WITH LAW IN THE

[illegible]

[illegible]

[illegible]

MAIL
[illegible] DPS Submitted
[illegible] S/16 [illegible] Complaint
[illegible]

TRUE COPY

[illegible]
EXAMINER

(9)

1. Copy applied on 25/02/16
2. Receiving
3. Copy ready
14/03/16
27/02/16
27/02/16
27/02/16
xerox

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ

(ದಂಡಪ್ರಕ್ರಿಯ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli,Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವೃತ್ತ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

ಅಪರಾಧ ಸಂಖ್ಯೆ : 0008/2016 ಪ್ರ.ವ.ವ.ದಿನಾಂಕ : 18/01/2016

2. ಕಾಯ್ದೆ ಮತ್ತು ಕಲಂಗಳು : IPC 1860 (U/s-406,418,420,34)

3. (a) ಕೃತ್ಯ ನಡೆದ ದಿನ : Wednesday ದಿನಾಂಕ ದಿಂದ : 23/09/2015 ದಿನಾಂಕ ವರೆಗೆ : 23/09/2015

ವೇಳೆಯಿಂದ : 11:00:00 ವೇಳೆಯವರೆಗೆ : 13:00:00

(b) ಠಾಣೆಯಲ್ಲಿ ವರ್ತಮಾನ ಸ್ವೀಕರಿಸಿದ ದಿನಾಂಕ : 18/01/2016 12:30:00 ಬರವಣಿಗೆಯಲ್ಲಿ / ಹೇಳಿಕೆ :

Judicial/Magistrate reference

(c) ಪಿರ್ಯಾದುದಾರ / ಬಾತ್ಮೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

(d) ಜನರಲ್ ಡೈರಿ ಉಲ್ಲೇಖ ಸಂಖ್ಯೆ ಮತ್ತು ಸಮಯ : 1 , 12:30:00

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Talluk, Bengaluru District, Karnataka, 562110

(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South

(c) ಗ್ರಾಮ : TALUK OFFICE ಗಸ್ತಿನ ಹೆಸರು : 1 st BEAT

(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿರ್ಯಾದುದಾರ/ಬಾತ್ಮೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ: : Farmer

(d) ಧರ್ಮ : (e) ಜಾತಿ :

(f) ಫ್ಯಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್: :

(h) ದೂರವಾಣಿ : (i)ರಾಷ್ಟ್ರೀಯತೆ : India

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received on 18.1.16 at 5.30 pm in the open court hours PC 4661 4 DPS with our endorsement 18/1/16

(7)

(k) ವಿಳಾಸ : Bidaluru
Village.,Kasaba
Hobali, Devanahalli
Tq. , Bengaluru
District ,
Karnataka-562110

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರ ಖುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್

seen

6. ಗೊತ್ತಿರುವ / ಅನುಮಾನಿತ/ಅಪರಿಚಿತ ವ್ಯಕ್ತಿಯ ಪೂರ್ತಿ ವಿವರಗಳು

Sl.No.	ಹೆಸರು / ತಂದೆಯ ಹೆಸರು / ಜಾತಿ / ವಿಳಾಸ	ವಿಧ	ವ್ಯಕ್ತಿಯ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1	Muniraju K(A1) ,Prashanth Nagar,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Adult	Male	49	
2	Muninanjappa(A2) ,Maralubagilu,Devanahalli TownBengaluru District, Karnataka-562110	Accused	Common man	Male	52	
3	Janardhan Shetty A(A3) ,No 31 a Imperial court,Kanningham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೊಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

Sl.No	Property Type	Item description	Estimated Value (in Rs.)
1			

ಕಳುವಾಗಿರುವ / ಬಾಗಿಯಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

9. ಪಂಚನಾಮ ವರದಿ / ಯು.ಡಿ. ಕೇಸ್. ಸಂಖ್ಯೆ :

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

ಮಾನ್ಯ ನ್ಯಾಯಾಲಯದಿಂದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ, ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸಣ್ಣಅಮಾನಿಕೆರೆ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾರಿ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೊಂದಾಯಿತ ಫವರ್ ಆಫ್ ಅಟಾರ್ನಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೊಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾಧಿನಾನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾಧೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಂದು ಸದರಿಯವರ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿರ್ಯಾದಿಯವರಿಗೆ ಅವರದೆ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟೆಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಧಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ 157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪಿರ್ಯಾದಿಯ ಸಹಿ/ ಹೆಬ್ಬೆರಳಿನ ಗುರುತು

13. ನ್ಯಾಯಾಲಯಕ್ಕೆ ಕಳುಹಿಸಿದ ದಿನಾಂಕ ಮತ್ತು ಸಮಯ : 18/01/2016 13:00:00

14. ನ್ಯಾಯಾಲಯಕ್ಕೆ ತೆಗೆದುಕೊಂಡು ಹೋದ ಪಿಸಿ/ ಹೆಚ್.ಸಿ : MUTHAPPA R , PC 4661

ಓದಿ ಹೇಳಲಾಗಿ ಕೇಳಲಾಗಿ ಸರಿಯಿದೆ

ಠಾಣಾಧಿಕಾರಿಯ ಸಹಿ

ಆರಕ್ಷಕ ಉಪ ನಿರೀಕ್ಷಕರು
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ
ಬೆಂಗಳೂರು ನಗರ
ಹೆಸರು: NANDISH - PSI

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ಪ್ರತಿ ಪರೀಕ್ಷಕರು
EXAMINER

(1) (5)

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan B.R
S/o Ramamurthy
Aged about 37 years
Residents of Bidaluru village,
Kasaba Hobli,
Devanahalli Taluk
Bangalore Rural District. Complainant

And

1. K. Muniraju
S/o Kempanna
Aged about 49 years
Resident of Prashanthnagar,
Devanahalli Town
And
The Chariman of Akash International School
and Founder Secretary of Akash Institute of
Medical Science and Research Center.

2. Muninajappa
S/o Appajappa
Aged about 52 years
Residing at Maralabagilu,
Ward No.9, Devanahalli Town.

3. A Janardhan Shetty
S/o Sankappa Shetty
Aged about 72 years
Residing at No. 31 A, Imperial Court,
Kanningham Road, Bangalore 560052. Accused

Court present and presented the court u/s 200 of Cr PC. Perused. Registers as PCR. Involving Section 156(3) of Cr PC the court is referred to ACP, Devanahalli & to submit report by 20/2/16
21/12/15

MEMORANDUM OF PRIVATE COMPLAINT UNDER SECTION 200 OF CODE OF CRIMINAL PROCEDURE.

The Complainant above named begs to submit as under:

1. That the complainant herein is farmer and he also involved in the business of real estate in and around Devanahalli. Since, he is involved in such type of business he use of sell and buy lands legally.

(4)

(2)

2. It is pertinent to state that Accused no.1 being relative and well reputed person in Devanahalli, he offered to sell his land bearing Sy.. No. 25 measuring to an extent of 5 acres (and also 16 guntas of kharab land) situated at Sanne Amanikere Village, Kasaba Hobli, Devanahalli Taluk. At the intervention of the mediators/brokers negotiation was done and thereafter the Accused no. 1 had agreed and accepted to sell his property for the valuable sale consideration of Rs. 49,00,000/ (Rupess Forty Nine Lakhs only).

3. The complainant submits that, subsequent to obtaining of relevant documents relating to the property mentioned above on 30-04-2011, the said property was acquired by the Accused no. 1 by way of Registered General Power of Attorney which was duly registered in the office of the Sub Registrar, Devanahalli vide Document no. DNH-4 00060/2011-12 of book No. IV, stored on CD No. DNHD-223.

4. The complainant further submits that, subsequent to verification of relevant documents both complainant and Accused no. 1 along with mediators have fixed the date for getting registration of the property in favor of complainant herein. On 26-07-2013 date was fixed for registration of the property and on the same day itself the complainant has been paid total sale consideration of Rs. 49,00,000/- (Rupess Forty Nine Lakhs only) by way of cash to the accused no.1 with the presence of mediators and witnesses and which was duly registered in the office of Sub Registrar Devanahalli vide Document no. P 3941/2013-14. Further, the document is not yet released, since the matter is pending before the District Registrar on the ground that duty and penalty of the document.

5. The complainant submits that, on the date of registration of the property itself the vacant and physical possession of the property has been delivered to the complainant but the Accused no. 1 had agreed and accepted that subsequent to registration of the property he will put barbed fence to the entire property.

Ahoka

6. The Complainant further submits that, when the things stood at this juncture **the accused No. 1 to 2 with common intention to knock out the entire extent of property i.e, land measuring 5 acres 16 guntas (includes kharab),** have prepared frivolous, collusive documents, including registered Agreement to Sell which is duly registered in the office of the Sub-Registrar for a valuable sale consideration of Rs. 1,25,05,000/- (Rupees One Crore Twenty Five Lakh Five Thousand only) vide document no. DNH-1-5550/2015-16 C D No. DNHD561 dated: 23-09-2015, which amounts to cheating and criminal mis-breach of trust. It is pertinent to submit that, only after registration of the property the complainant came to know that the civil disputes.

7. The complainant also submit that in the mean time suppressing all these proceedings and to nullify the court orders the accused no. 1 to 3 have created collusive Agreement to sell and Hence all the accused persons herein have been committing the offence one after the other continuously, with the sole intention to knock out the valuable property of the complainant.

8. The complainant submit that, when the said aspect came to the light of complainant immediately on 16-12-2015, he rushed to jurisdictional police and lodged complaint against the accused herein and on that day itself the police have issued an acknowledgment for having received the same. But till today the jurisdictional police have failed to take any steps against the accused and they have failed to bestow justice to the complainant.

9. From the overall above conduct of Accused No. 1 to 3 herein, that they have common intention to defraud, and to knock out the valuable 5 acres 16 guntas of land in Sanne Amanikere village, belongs to Complainant which is worth of more than 6 crores, and have committed series of offences in the process. The accused No.1 to 3 have definitely guided by illegal and irrelevant considerations by mis using and abusing the statutory power and position of chairman of the Institution and have not only got themselves enriched and caused undue harm and hard ship to

Shala

complainant. The accused No. 1 to 3 in order to knock out valuable properties measuring 5 acre 16 guntas in Sanne Amanikere village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District have committed offences punishable under sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 and accordingly an investigation is required by this Hon'ble Court. Hence, the accused have involved such type of criminal breach of trust by way of cheating a person whose interest the offender was bound, either by law or by legal contract, to protect and, have cheated and thereby dishonestly including delivery of the property.

Wherefore, the Complainant humbly pray this Hon'ble Court to take cognizance of the offences against the accused No. 1 to 3 under sections sections 406, 418, 420 read with section 34 of Indian Penal Code, 1860 or under any other provision of law and try them and punish them in accordance with law, in the interest of justice.

Devanahalli

Date : 21/12/2015

Complainant

Counsel for Complainant

EXAMINER

5

IN THE COURT OF THE PRINICIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Madhusudhan — Complainant

AND

Muniraju K and another — Accused

LIST OF WITNESSESS

1. Sri Vinod
   S/o Kempanna
   Aged about 30 years
   Residing at Shanapppanahalli Village
   Kundana Hobli, Devnahalli Taluk.

2. Vasanth kumar
   S/o Munipapiah
   Aged about 37 years
   Residing at Byachapura Village
   Kasaba Hobli, Devanahalli Taluk

Devanahalli

Dated: 21-12-2015

Advocate for Complainant

TRUE COPY

EXAMINER

05/02/2016

14/03/16

07/02/16.

27/02/16

27/02/16

Xerox.

Premal