

(432)

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

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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,

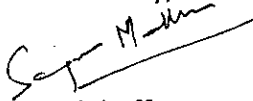
**Sub: E- auction of properties of PACL**

**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, Devanahalli 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

3-12  
17/12

431

UTIITSL/20839 /PACL/2016-17

16<sup>th</sup> 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

430

UTIITSL/20457/PACL/2016-17

2<sup>nd</sup> 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)

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Naina K

VP – Properties

Encl: a.a



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

429

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*

Naina K

VP – Properties

Encl: a.a



To,

Dt: 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.

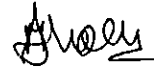
It is shocked me on perusing the paper and news, however I am helpless, it is to safeguard my right, the only option left to me is to place the fact before this committee through my representation and bringing notice of the fact and seeking request to drop my property from auction shown in column number 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, 6<sup>th</sup> 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

## SEARCH DOCUMENT

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

Show

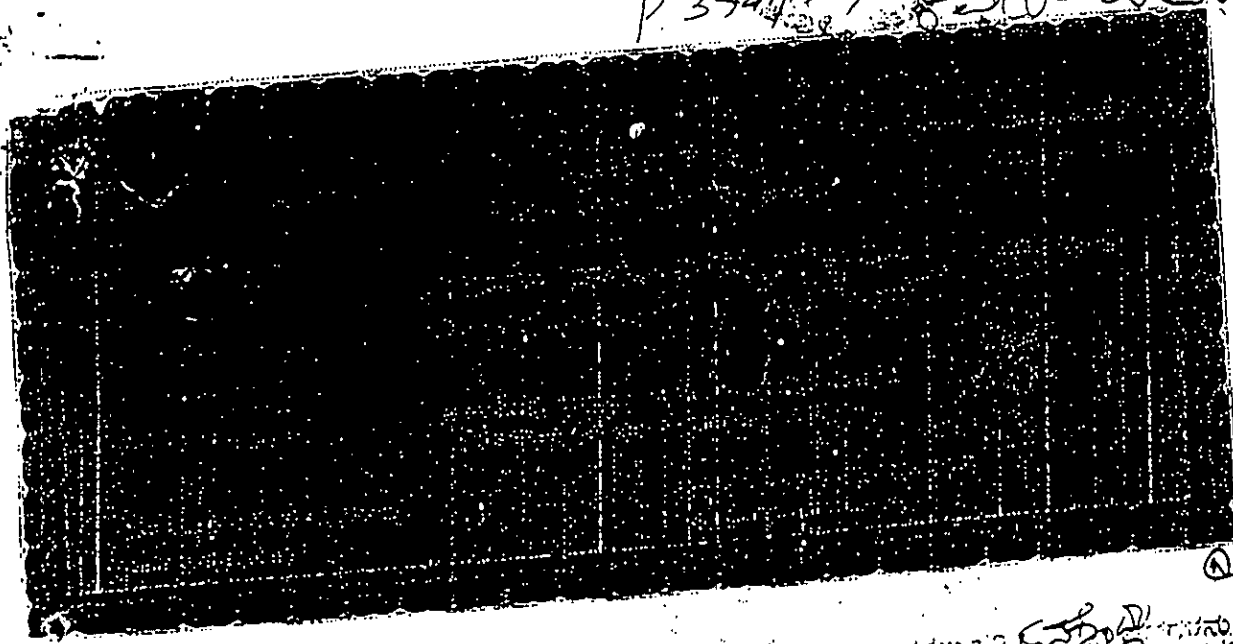
View Selected Properties

NO. OF PROPERTIES: 272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EO
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			
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			
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
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		
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		
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			
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001. Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devanahalli Taluk, Bangalore 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		
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	Anneshwara	32/17 (4.00) acre		
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, Devanahalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta		

P. 394/13-14 8-3-12 ಬೆಂಗಳೂರು

423



**ABSOLUTE SALE DEED**

ನಕಲು ಪ್ರತಿ. ಕರ್ನಾಟಕ ರಾಜ್ಯ ಸರ್ಕಾರದ  
1ನೇ ಪ್ರಕಟನಾ ಕಛೇರಿ, ಬೆಂಗಳೂರು. P. 394.1  
13-14

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, 3<sup>rd</sup> 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. Munir

[Signature]

~~CONFIDENTIAL~~

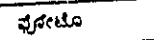
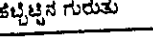
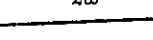
Print Date & Time : 27-07-2013 01:27:52 PM


ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

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






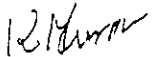
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00


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

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

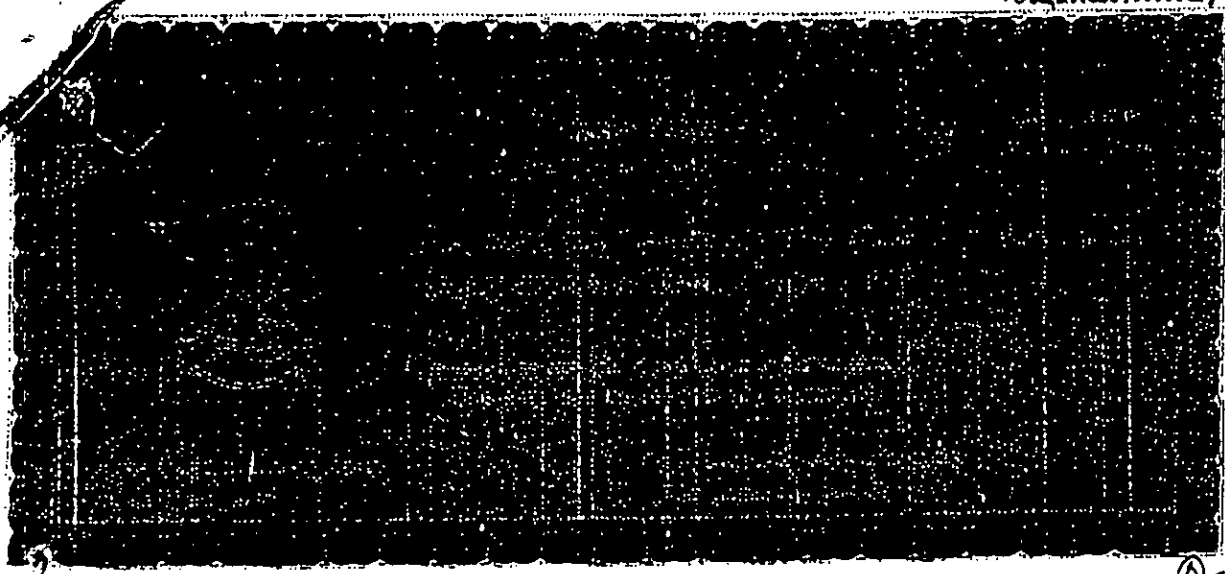
  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟಿಂಗ್	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆಸಿಕೊಂಡವರು)			
2	ಮುನಿಲಾಂಜನಪ್ಪ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ವಹದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರೆದುಕೊಡುವವರು)			

  
సభా రచయిత, ర

3. 10. 1994  
P3941748-16  
(421)  
71



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.


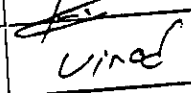
WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 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.


12 March

*[Signature]*




4. ಸಂಖ್ಯೆ 3941/13-14  
 ಸಂಖ್ಯೆ P.3941/13-14  
 ಗುರುತಿಸುವವರು

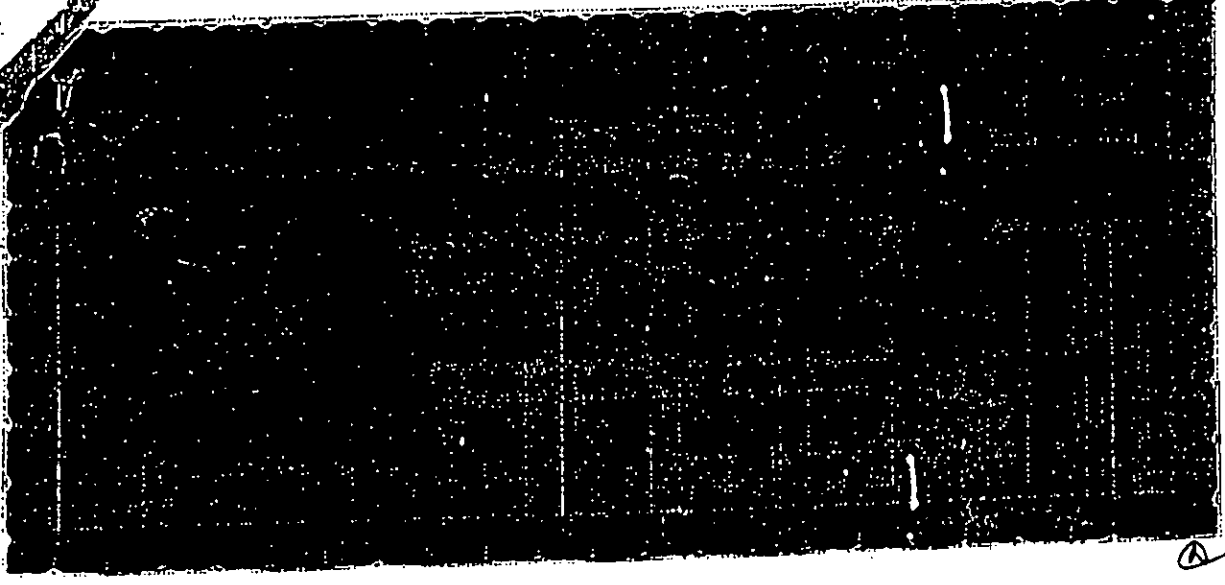
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಕಿಂಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	
2	ವಿನೋದ್ ಬಿನ್ ಕಿಂಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	

  
 ಸಹಿ ರಜಿಸ್ಟ್ರಾರ್

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

 20/11/13



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.

*12. Murari*

*Shankar*

418  
P39.4.1.13-14



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 ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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)

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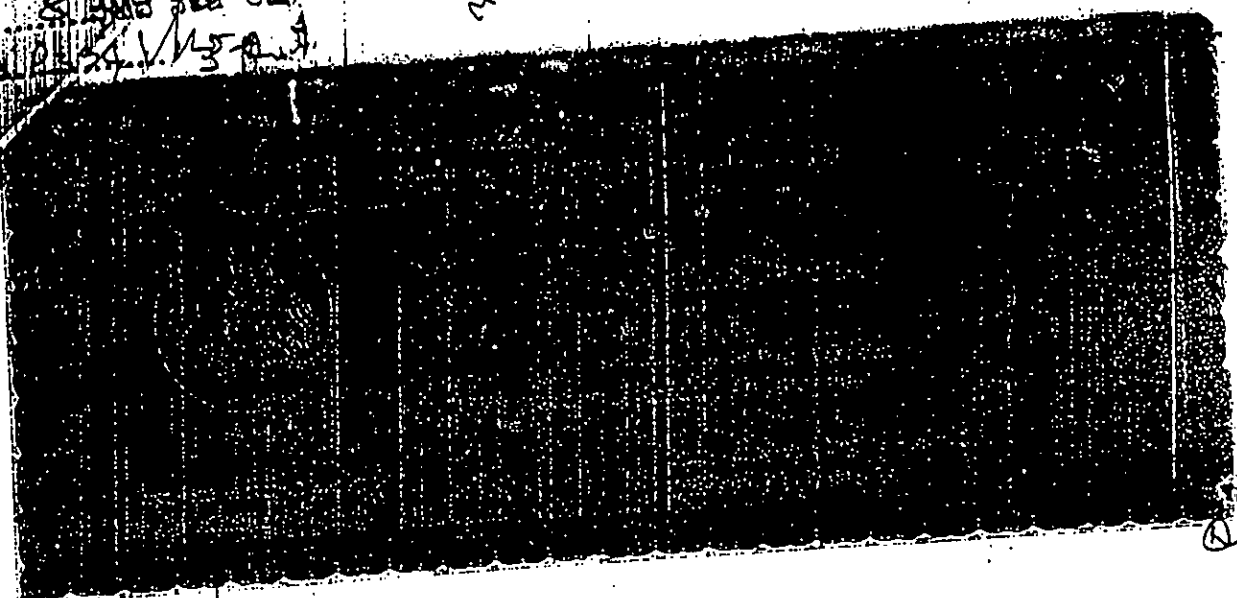
WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

- 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.
- K. Murthy      Shukla

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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;

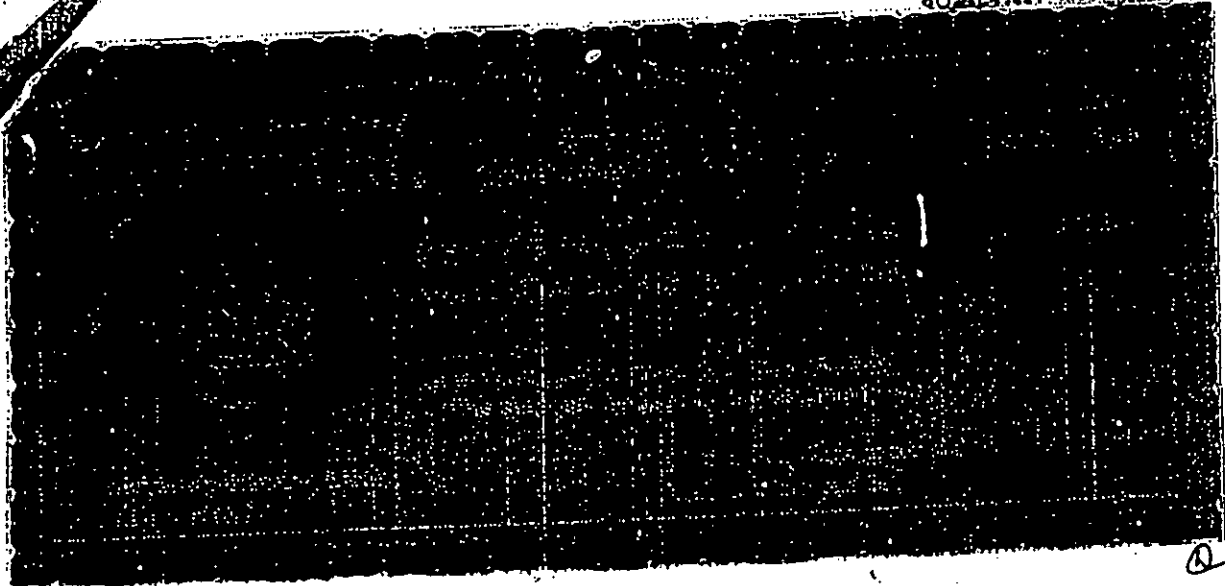
WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

**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

*K. Murthy* *Aditya*



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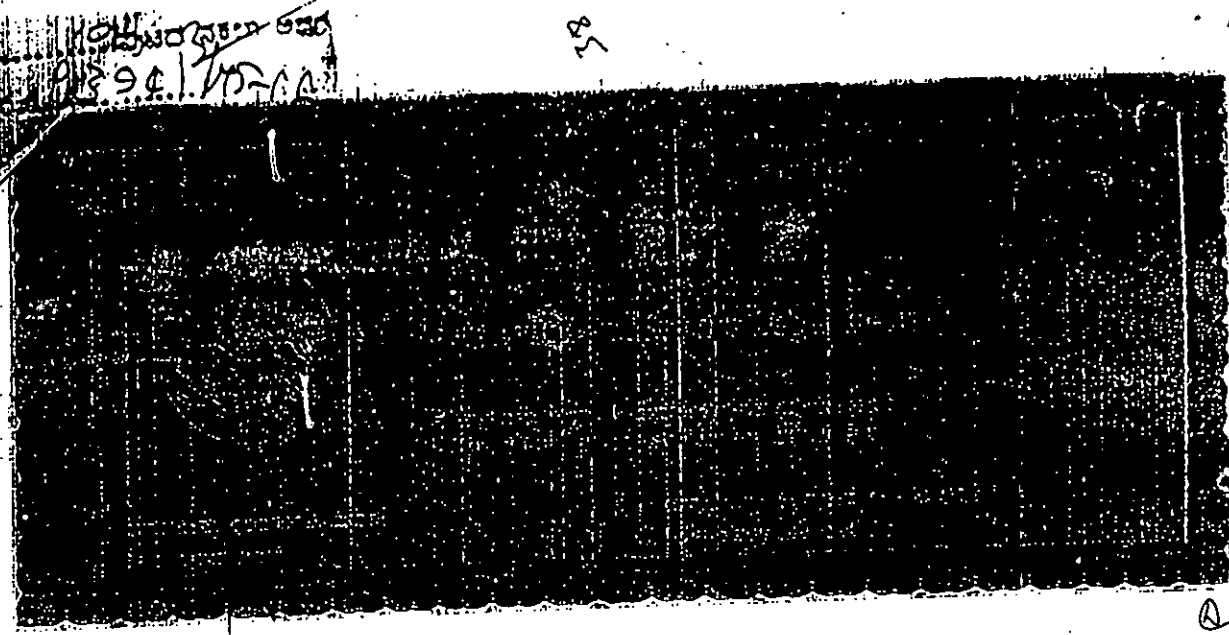
income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

- 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;

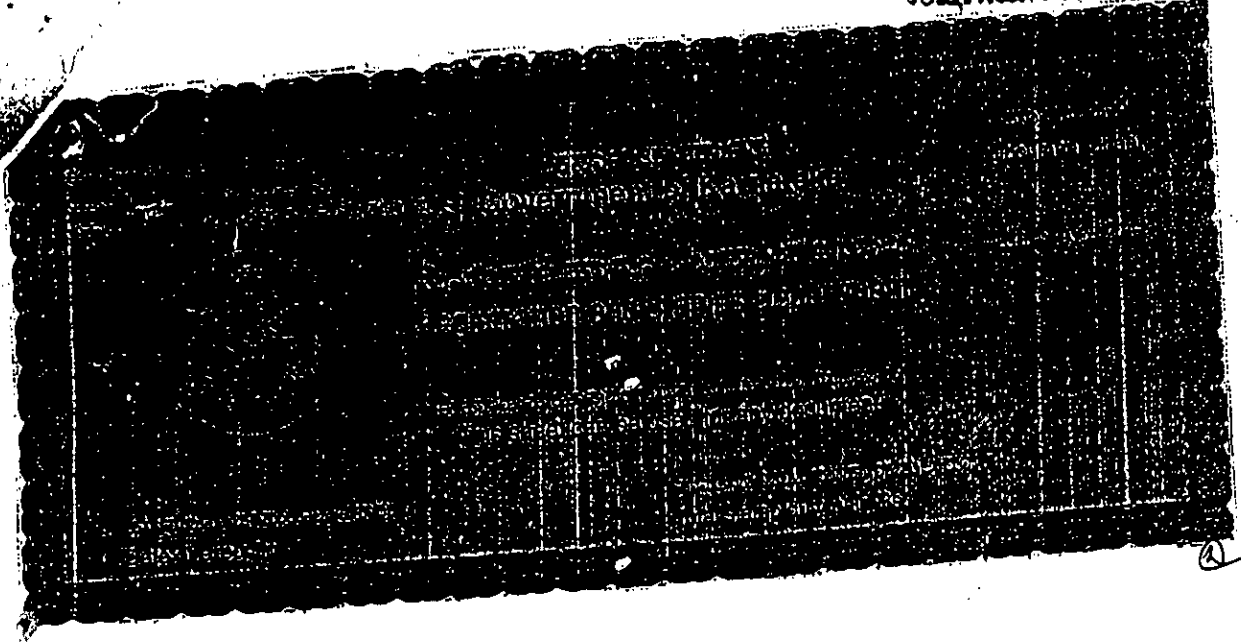
- g) The Vendor hereby represents that the Schedule Property hereby conveyed, is absolutely free from encumbrances of whatsoever nature and free from any claims, attachments, etc.
- h) The Vendor will do and execute at the request and the cost of the Purchaser, all such other acts and deeds and things, 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.

*R. Murthy*      *Ashok*



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. *[Signature]*  
S/o Chapman  
Devanahalli

*[Signature]*  
(MUNINANJAPPA)  
**VENDOR**  
Rep. by his Regd. GPA Holder  
Sri. K. MUNIRAJU

2. *[Signature]*  
S/o Chapman  
Devanahalli

*[Signature]*  
(B. R. MADHU SUDHAN)  
**PURCHASER**

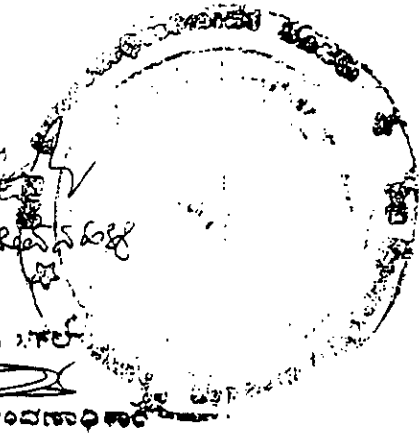
Drafted by:

*[Signature]*  
Membership No. 258621

17/08/16  
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17/08/16

*[Signature]*  
17/08/16

*[Signature]*  
17/08/16  
ದೇವನಹಳ್ಳಿ





ತಾಂತ್ರಿಕ ವಿಷಯಗಳು

**:- ಹೊರಬರ :-**

ಗ್ರಾಮ: ಸಿಕ್ಕಿಲಪ್ಪೇಗ್ರಾಮದ

ಪುಟದ ಕ್ರಮ ಸಂಖ್ಯೆ ೨೨

ಕೂಲಿ ಸಹಾಯ  
ಹಿರಿಯ ಸಹಾಯಕ  
ಮಾಹಿತಿ:

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ವಿಸ್ತಾರಣೆ ಎಕರೆ ಮತ್ತು ಗುಂಡಿಗಳಲ್ಲಿ

(RTC Unique No.: -T21031000231136. Printed on : 18/12/2015 10:42:11. Page No.: 70  
ಕರ್ನಾಟಕ ಭೂಕರ್ಮದಾಯಿ ನಿರ್ಮಾಪಕರ 1966 ರ ನಿಯಮ 40, 42, 58 ಮತ್ತು 70

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ಈ ದಾಖಲೆಯು... 9... ಪ್ರಕಟವಾಗಿದೆ.

ಸಹಾಯಕ ಪ್ರತಿ... 9... ಪ್ರಕಟವಾಗಿದೆ... 15-16-17 (911)

## 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 Appaji 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.

*[Signature]* 12/11/15

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ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ ಸಾಹು ಅಪ್ಪ

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ಮೊಂಡಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

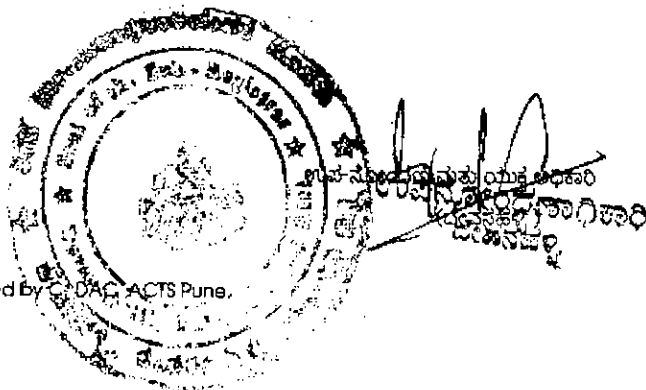
ಪ್ರಮಾಣ ಪತ್ರ

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.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಸಗದು ರೂಪ	500.00	Paid by Cash
ಒಟ್ಟು :	500.00	

ಸ್ಥಳ : ದೋವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



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;

*[Signature]* K. Muru

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ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಪ್ಯಾನ್‌ನೋ	315.00
3	ಪರಿಶೀಲನಾ 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 ಹಾಜರಾದ ಮಾಹಿತಿ

ಹೆಸರು	ವೋಟಿಂಗ್	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟಿಂಗ್	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆಸಿಕೊಂಡವರು)			
2	Sri. Prateek Kumar S/o Pratul Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆಸಿಕೊಂಡವರು)			

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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;

*C*

**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.

*[Signature]* *K. Muniraju*

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ಗುರುತಿರುವುದು 16-52

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ಪ್ರಶಾಂತ ನಗರ - ದೇವನಹಳ್ಳಿ ತಾ. - ದ. ಕೆ. ಕೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಮೊ.
1	Pramoa S/o Kempanna Prashanth Nagar, Devanahalli Town.	25
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	25

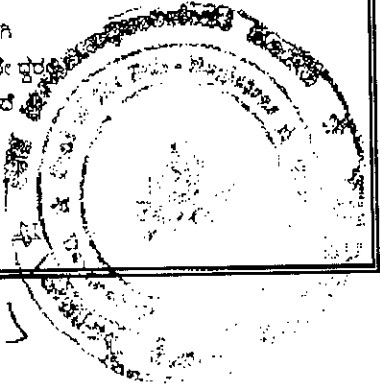
ಹೆಚ್. ರಾಜೇಶ್ವರಿ  
ಅಧೀನದಲ್ಲಿರುವುದು

(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)

ಹೆಚ್. ರಾಜೇಶ್ವರಿ  
ಅಧೀನದಲ್ಲಿರುವುದು

1 ನೇ ಪಟ್ಟಣದ ದಾಖಲೆ  
ಸಂಖ್ಯೆ DNH-1-05538-2015-16 ಅಗಿ  
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNH561 ವೇ ದ್ವಾರದಿಂದ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಸೋಂಪಾಯಿಸಲಾಗಿದೆ

ಹೆಚ್. ರಾಜೇಶ್ವರಿ  
ಅಧೀನದಲ್ಲಿರುವುದು



ವಿ. ಪ್ರಸಾದ್  
ಅಧೀನದಲ್ಲಿರುವುದು  
ದೇವನಹಳ್ಳಿ



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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 aforementioned 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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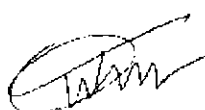
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9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2<sup>nd</sup> Cross, Malleswaram, Bangalore - 560 003, to present and 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 : Sanna Amanikere Road;  
South by : Property belongs to Mr. Narasimhaiah.

 12/11/12

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ಈ ದಾಖಲೆಯು 11 ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ.

ನಕಲು ಪ್ರತಿ... ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ  
1ನೇ ಪುಟಕ ನಕಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ... 10300  
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ನಕಲು - 4

### AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23<sup>rd</sup> 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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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

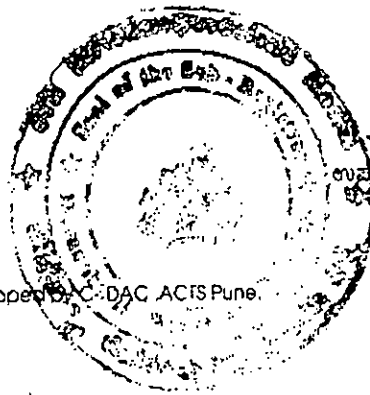
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty . ಅವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ  
ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಖಾತೆಯ ವಿವರ
ಸಾಗದು ರೂಪ	12570.00	Paid in Cash

ಒಟ್ಟು : 12570.00

ಸ್ಥಳ : ಬೇವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



ಉಪನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ನಿರ್ದೇಶಕರು  
(ಬೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC, ACIS Pune.

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**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 sole 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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ಸಹಿ ರಚಿಸಿದ್ದು ರೇವಣ್ಣವೆಂಬ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸುವ ಶುಲ್ಕದೊಂದಿಗೆ






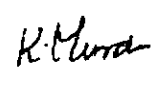
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1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಟ್ಯಾಂಪ್ ಫೀ	420.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty ಇವರಿಂದ ಹಾಜರಾದ ಮಾದಲ್ಪಟ್ಟಿದೆ

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

ಸಹಿ ರಚಿಸಿದ್ದು  
ಹಿರಿಯ ಉಪನಂದಾಧಿಕಾರಿ

ಬರೆದಿರುವುದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ / ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ)..... ಮುಖ  
ವಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

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

ಸಹಿ ರಚಿಸಿದ್ದು  
ಹಿರಿಯ ಉಪನಂದಾಧಿಕಾರಿ

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, registered as document No- 5538/15-16, in the office of the Sub-Registrar, Dehradun.

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:

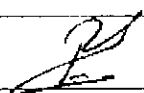

- (a) that the Vendor is the absolute owner of the Schedule Property and that the title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;
- (b) that the Schedule Property is not subject to any encumbrances, attachments, court or acquisition proceedings 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;

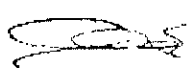
AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.


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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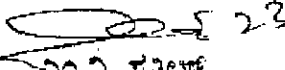
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ಗೌರವಿಸಲ್ಪಡುವ 10300/16  
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ಮಾನ್ಯರಾದ ಸಚಿವರು

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

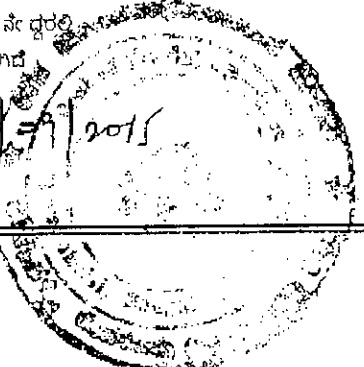
  
ಸಚಿವರು  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು



1 ನೇ ಪ್ರಕಟಣೆ ದಾಖಲೆ  
ನಂ. DNH-1-05550-2015-16 ಆಗ  
ಸಿ.ಡಿ. ನಂ. DNHD561 ನೇ ಧರಣಿ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

  
ಎಂ.ಎ. ಸತೀಶ್  
ಸಚಿವರು (ದೇವನಹಳ್ಳಿ)  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು

ದೇವನಹಳ್ಳಿ



Designed and Developed by C-DAC, ACIS, 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

*[Signature]*

*K. Murmu*

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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.
- [Signature]*  
*[Signature]*

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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.

*o*

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;

*[Signature]*

*K. M. M.*



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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) *[Signature]*  
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*[Signature]*  
**VENDOR**  
(Rep. GPA Holder K. Muniraju)

2) *[Signature]*  
DUL

*[Signature]*  
**PURCHASER**

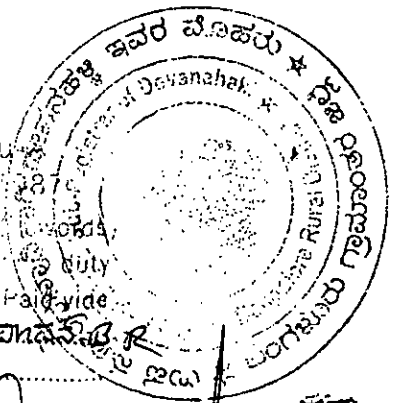
Drafted by Me

*[Signature]*  
A.V. Narasimha Reddy  
Advocate  
No-121, 1<sup>st</sup> Floor, Amar Tower,  
Gandhinagar,  
Bangalore - 560009.

ಈ ಸಲಹೆ ತುರ್ತು ಸಂದರ್ಭದಲ್ಲಿ

ಮೂಲ ದಾಖಲೆಯನ್ನು *[Signature]* B.R.  
ಮೂಲ ದಾಖಲೆಯ ದಿನಾಂಕ 24/09/16-17  
ಮೂಲ ದಾಖಲೆಯ ದಿನಾಂಕ 04/10/16/17  
ಮೂಲ ದಾಖಲೆಯ ದಿನಾಂಕ *[Signature]*  
ಮೂಲ ದಾಖಲೆಯ ದಿನಾಂಕ *[Signature]*  
ಮೂಲ ದಾಖಲೆಯ ದಿನಾಂಕ *[Signature]*

Certified Under Section 10  
of the Karnataka Stamp Act, 1987  
Page 8 of 8  
Rupees *[Signature]*  
has been Certified at the S.D.O. Office, Taluk Palakur  
Receipt No. *[Signature]*  
S/o. D/o. W/o. *[Signature]* Residing at *[Signature]*



*[Signature]*  
*[Signature]*  
*[Signature]*

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. 14/12 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,  
2<sup>nd</sup> 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, 3<sup>rd</sup> 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, 12<sup>th</sup> 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:

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, 2<sup>nd</sup> 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

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 1<sup>st</sup> 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 1<sup>st</sup> Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

No. of corrections :

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 1<sup>st</sup> 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 1<sup>st</sup> Defendant herein has executed the alleged Agreement of Sale in favour of the 2<sup>nd</sup> Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2<sup>nd</sup> Defendant acting as a General Power of Attorney holder of the 1<sup>st</sup> 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.

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,

2<sup>nd</sup> Block, Koramanga,

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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of neighbours 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

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, 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of my neighbours 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 2<sup>nd</sup> Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent herein. The 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent. I submit that I am not a party to the proceedings before the 2<sup>nd</sup> 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 BEFORE ME

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 1<sup>st</sup> and 2<sup>nd</sup> 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, 2<sup>nd</sup> 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:

• CRNU 458/L6  
25/02/06

11/11/05  
Ad/JoComm

268

2004/02

ORDER OF THE  
JUDICIAL AUTHORITY OF THE REPUBLIC OF  
SLOVAKIA  
IN THE CASE NO. 1/2004/02

ON THE MOTION OF THE  
PROSECUTOR GENERAL  
FOR THE REPUBLIC OF SLOVAKIA  
IN THE CASE NO. 1/2004/02

THE JUDICIAL AUTHORITY OF THE REPUBLIC OF SLOVAKIA  
HAS DECIDED AS FOLLOWS:

1. TO GRANT THE MOTION.

THE JUDICIAL AUTHORITY OF THE REPUBLIC OF SLOVAKIA  
HAS DECIDED TO GRANT THE MOTION OF THE  
PROSECUTOR GENERAL FOR THE REPUBLIC OF SLOVAKIA  
ON THE BASIS OF THE PROVISIONS OF  
THE SLOVAK PENAL CODE IN FORCE IN THE

REPUBLIC OF SLOVAKIA

IN THE NAME OF THE REPUBLIC OF SLOVAKIA  
JUDICIAL AUTHORITY

IN BRATISLAVA

11/11/05  
The 1st copy submitted  
for the 8/16/06 compliance  
with the 1st copy  
for the 1st copy

TRUE COPY

EXAMINER

367

1. Copy applied on 25/02/16  
2. Receiving Receipts 24/02/16  
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28/11/16

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28/11/16

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ  
(ದಂಡಪ್ರಕ್ರಿಯೆ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli, Devanahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವ್ಯತ್ಯಾಸ/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) ಪಿಯಾರ್‌ದುದಾರ / ಬಾಪ್ತೀದಾರ ತಡೆವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

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

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Taluk, 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. ಪಿಯಾರ್‌ದುದಾರ/ಬಾಪ್ತೀದಾರ :

(a) ಹೆಸರು : Madhusudhan ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy  
(b) ವಯಸ್ಸು : 37 (c) ವೃತ್ತಿ : Farmer  
(d) ಧರ್ಮ : (e) ಜಾತಿ :  
(f) ಫಾಕ್ಸ್ : (g) ಇ-ಮೇಲ್ :  
(h) ದೂರವಾಣಿ : (i) ರಾಷ್ಟ್ರೀಯತೆ : India  
(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ : ನೀಡಿದ ದಿನಾಂಕ :

Received  
on 18.1.16 at  
5.30 p.m. at  
the open  
court house  
Pe 46614  
IPS with on  
enclure  
18/11/16

35

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

(l) ಲಿಂಗ : Male

(m) ಪರ್ಯಾಯದಾದರ ಖುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಕೊಂಡಿದ್ದರೆ  
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. ನೋಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿರಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

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

ಕಳುವಾಗಿರುವ / ಬಾಗಿರಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮಾಲ್ತಾ :

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

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು



264

ನಾನ್ಯ ನ್ಯಾಯಾಲಯದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲಾ ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸ್ಥಾನೀಯಾಧಿಕಾರಿ 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 ನೋಂದಾಯಿತ ಫವರ್ ಅಫ್ ಆಟಾರ್ಸ್ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೋಂದಾವಣೆ ಮಾಡಿ ತನ್ನದಾದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾದೀನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾದೀನುಭವದಲ್ಲಿ 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 ಸದರಿ ಸದರಿ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿಯಾರದಿಯವರಿಗೆ ಅವರದೇ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ

ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟಿಯಾಗಿ 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

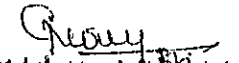
12. ಪಿಯಾರದಿಯ ಸಹಿ/ ಹೆಚ್ಚಿರಲಿರುವ ಗುರುತು

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

  
ಅರಕ್ಷಕ ಉಪ ನಿರ್ದೇಶಕರು  
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ  
ಬೆಂಗಳೂರು ನಗರ  
ಹೆಸರು: NANDISH - PSI

TRUE COPY

ಪರೀಕ್ಷಾ  
EXAMINER





1

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IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan <sup>R</sup> B.R. <sup>←</sup>  
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.

Compt present and  
presented the court-  
u/s 200 & Cr.P.C.  
Perused - Register  
as P.C.R. Involving  
Section 156(3) &  
Cr.P.C. the court is  
informed to ACP,  
Devanahalli to  
submit report-  
by 20/2/16

Accused

Use  
2/12/15

**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.

*Shetty*

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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 Same 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/- (Rupees 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/- (Rupees 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 3944/2013-14. 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.

*Shroter*

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

*Shela*

complainant. The accused No. 1 to 3 in order to knock off 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

EXAMINER

IN THE COURT

Between  
Mallusudha

AND  
Mallusudha

1. Secy  
S/O  
A/C  
Res  
KO

2. Va  
S/  
A/  
R  
K

Devan  
Datta

5

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

Between:

Mathusudhan

Complainant

AND

Muniraju K and another

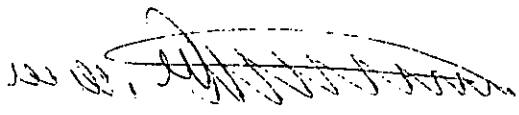
Accused

LIST OF WITNESSES

1. Sri Vinod  
S/o Kempanna  
Aged about 30 years  
Residing at Shanapppanahalli Village  
Kundana Hobli, Devnahalli Taluk.
2. Vasanth kumar  
S/o Munipapiiah  
Aged about 37 years  
Residing at Byachapura Village  
Kasaba Hobli, Devnahalli Taluk

Devaahalli

Dated: 21/12/2015



Advocate for Complainant

TRUE COPY

EXAMINER

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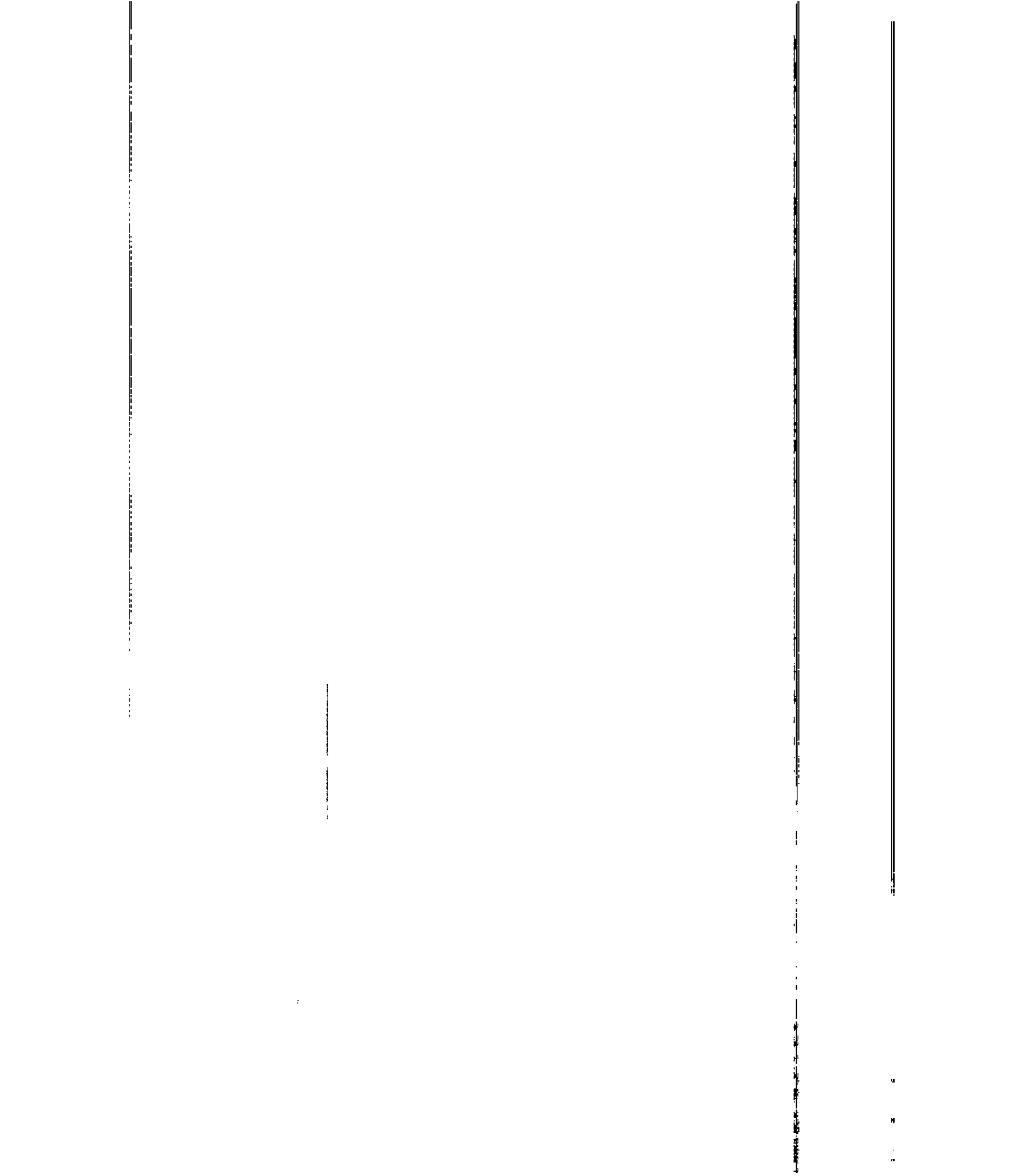
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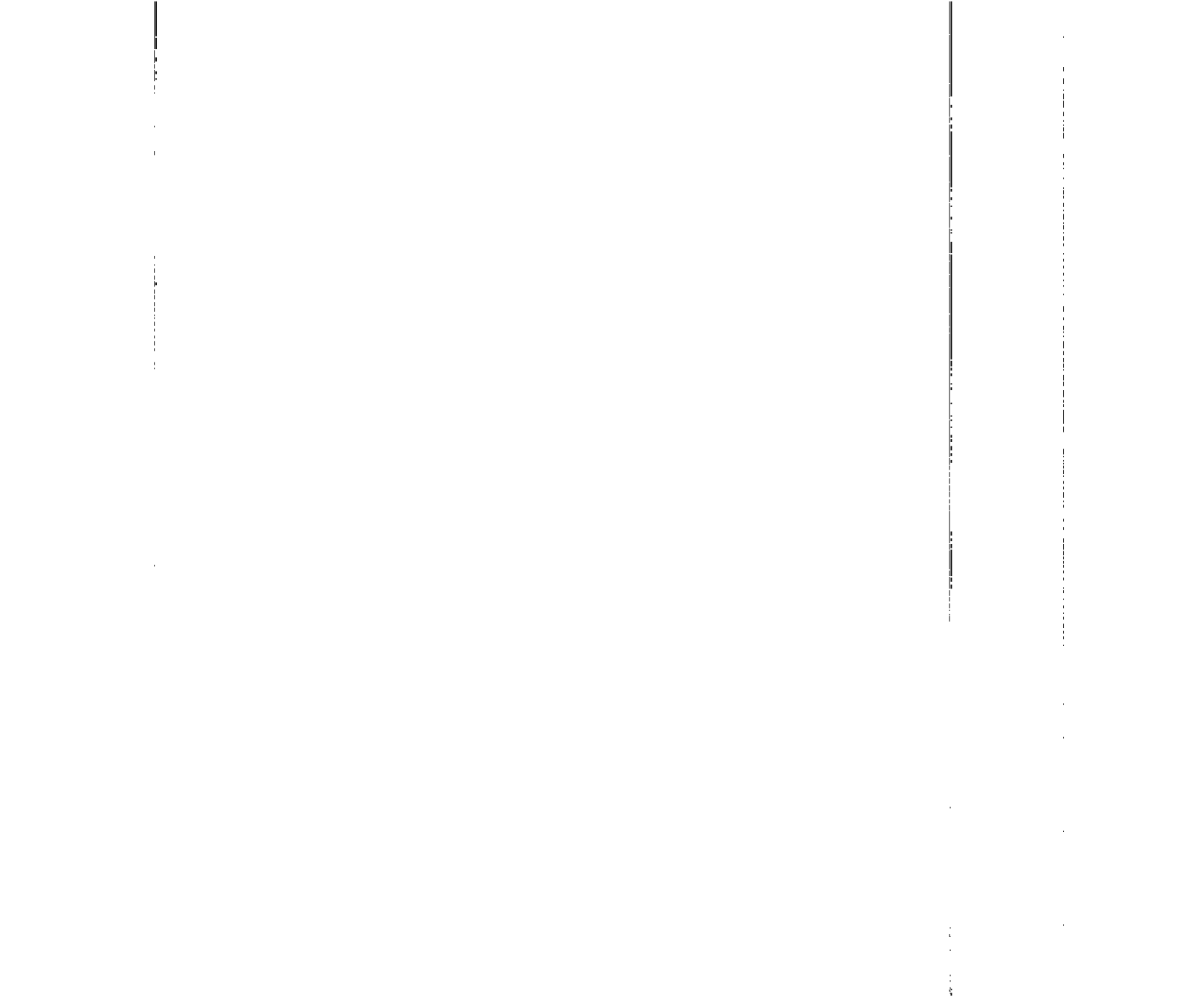
Xerox  
Pneum











②nd B  
17/02

AM(SM)

S-T M-m  
12/04/2017

To,

Date-25-1-2017

30/  
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, 6<sup>th</sup> 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,

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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	<input type="text"/>	SR NO SEIZURE WISE	<input type="text"/>
SALE DEED NUMBER	<input type="text"/>	DETAILS OF BUYER AS PER SALE DEED	<input type="text"/>
DETAILS OF SELLER	<input type="text"/>	DATE OF PURCHASE	<input type="text" value="dd.mm.vy"/>
AMOUNT	<input type="text"/>	AREA	<input type="text"/>
STATE	<input type="text" value="Karnataka"/>	DISTRICT	<input type="text" value="Bengaluru Rural"/>
TEHSIL	<input type="text"/>	VILLAGE	<input type="text"/>
SURVEY NO	<input type="text"/>	MODE CASH/CHEQUE	<input type="text"/>

Show

View Selected Properties

OF PROPERTIES: 272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EO
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			
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			
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
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		
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		
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			
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthnagar, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural Dist, KAR	1.325 (1-13) Acres/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannaahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta		
10189-15	552/11 GPA	PACL India Ltd r/o Barakhamba road, New Delhi Authorised person Shreyas Rajanna s/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		
10190-15	1019/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi, Auth Person Harin Kasim Telwar s/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony Bangalore	K. Muniraju s/o late Kampanna r/o r/o Prashanthnagar, Devanahalli Town, Devanahalli Karnataka	5.77 (15 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannaamnikere	21/10 (39), 21/11 (13), 21/21 (11) Acres/Gunta		



P 394/13-14 8302 ವರ್ತಮಾನ

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**ABSOLUTE SALE DEED**

ನಕಲು ಪರಿಶೀಲಿಸಿ ಸಹಿ ಹಾಕಿ  
1ನೇ ಪ್ರಕಟ ನಕಲು ಪರಿಶೀಲಿಸಿ P.394.1  
13-14

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, 3<sup>rd</sup> 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.


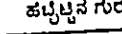
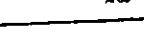
K. Muniraju


Shree

ಪ್ರಸ್ತಾವನಾ ಸಂಖ್ಯೆ : P-3941  
 ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 27-07-2013 ರಂದು 11:54:45 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಬುಟ್ಟಿದೊಂದಿಗೆ






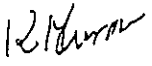
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಮೊಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಟ್ಯಾನ್ಡರ್ಡ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು:	49655.00


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

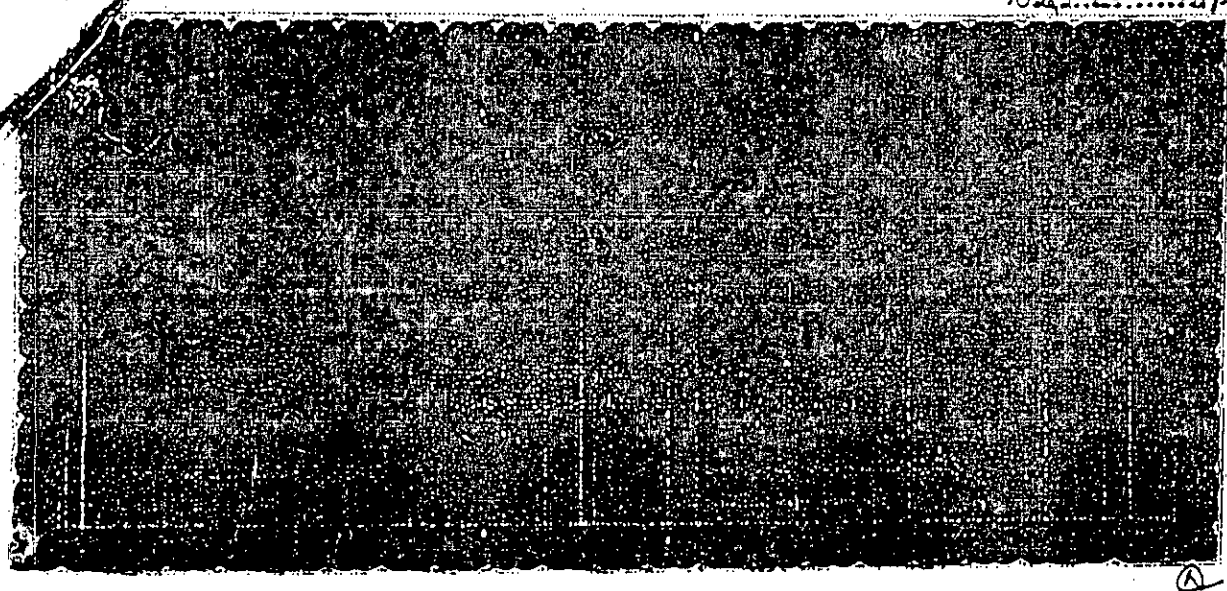
ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

  
ಸಚಿವರ ಕಛೇರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟಿಂಗ್	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂರನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರಹಗೊಂಡವರು)			
2	ಮುನಿಲಾಜಪ್ಪ ಇವರ ಪತ್ನಿ ಎ.ಎ.ಎ. ಅಧಿಕಾರಿ ವರದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರಹಗೊಂಡವರು)			

  
సభా రచయిత



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.

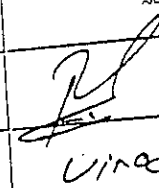
WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 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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*[Signature]*

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ಸಂಖ್ಯೆ: 4...  
P.3941/13-14  
ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿವರ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಕುಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಚೌನ್	 Vinod
2	ವಿನೋದ್ ಬಿನ್ ಕುಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಚೌನ್	

  
ಸಹಿ ರಜಿಸ್ಟ್ರಾರ್

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

 2/11/13





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.

*12/11/2011* *Shankar*

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6. ಸಂಖ್ಯೆ 13-14  
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. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ, ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

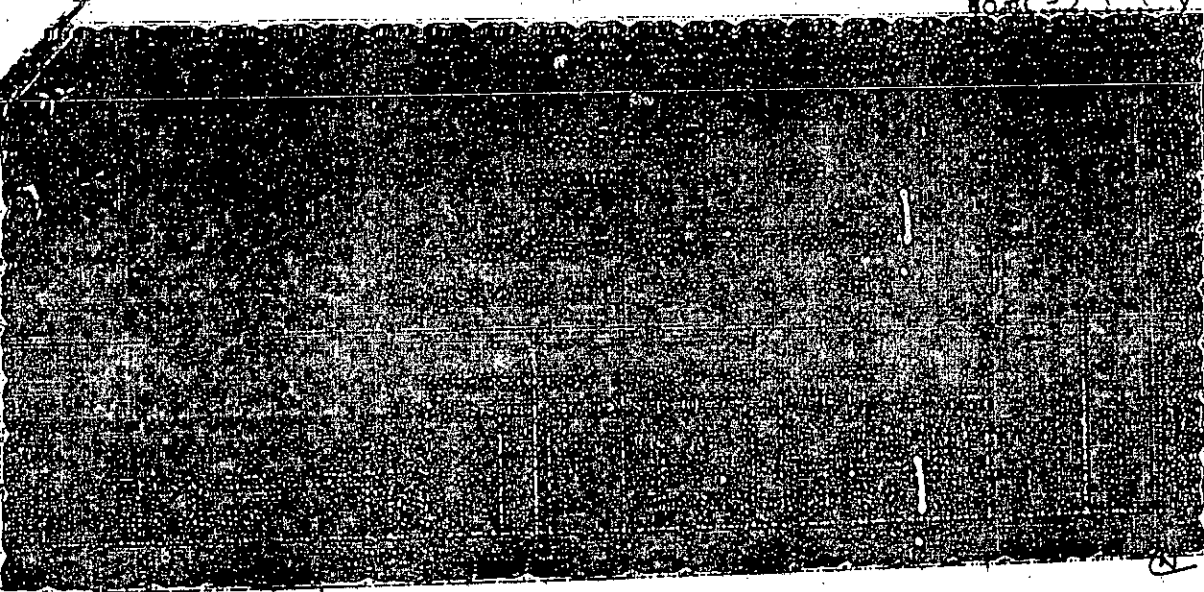
ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
(ದೇವನಹಳ್ಳಿ)



40-18-5994 1 V-3-166  
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35



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.

K. Muru Shukla

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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;

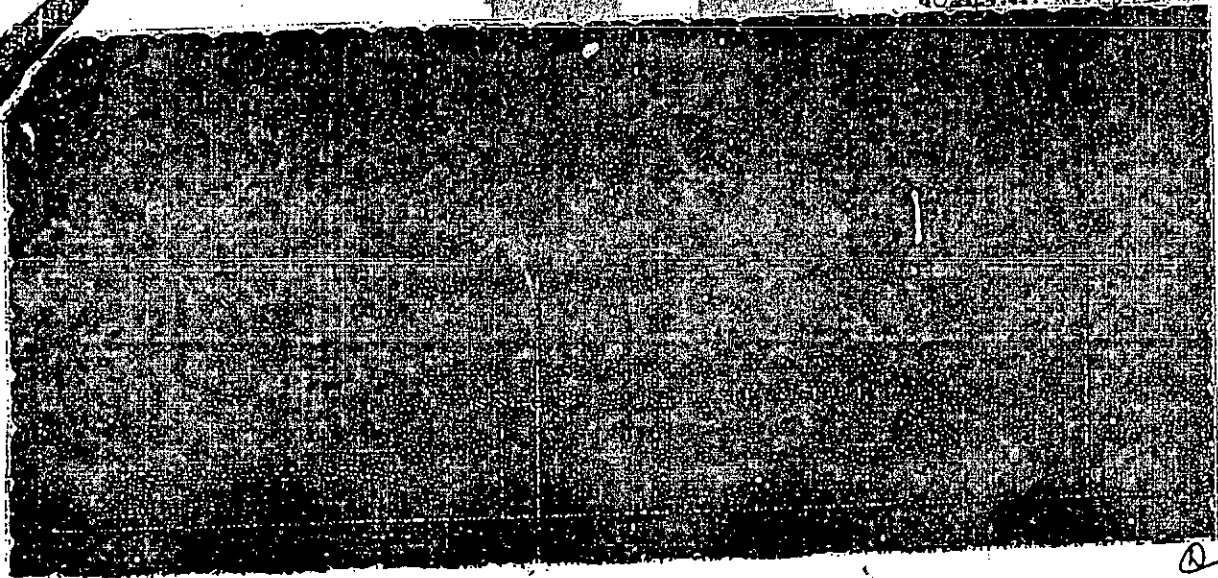
WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

**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

K. M. M. A. B. B.



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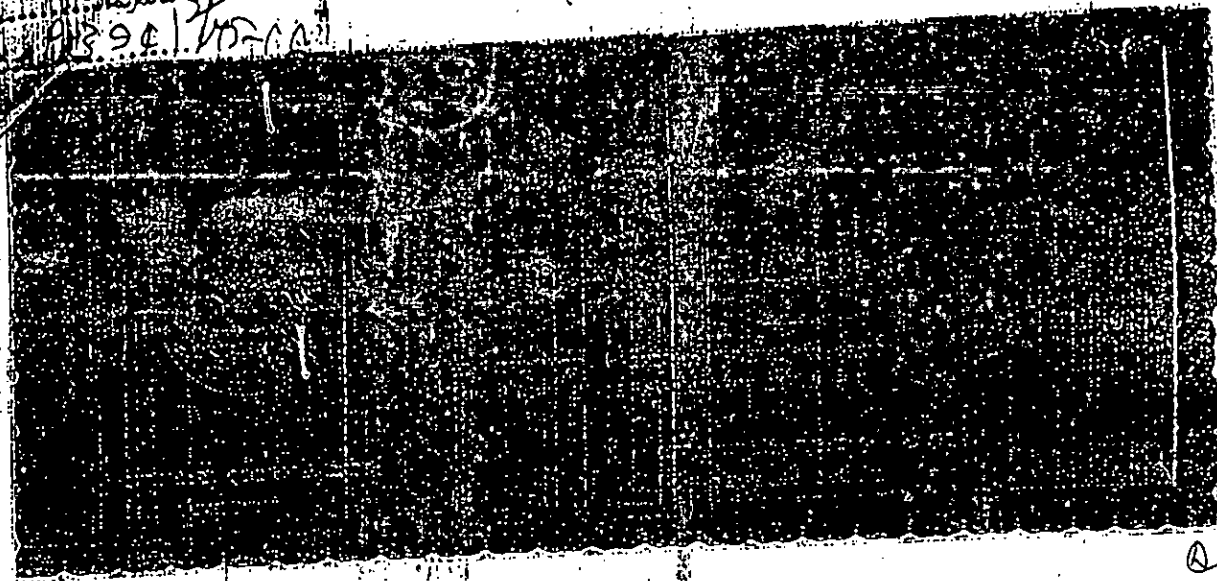
income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

- 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

L. Murad

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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 hercin exclusively.

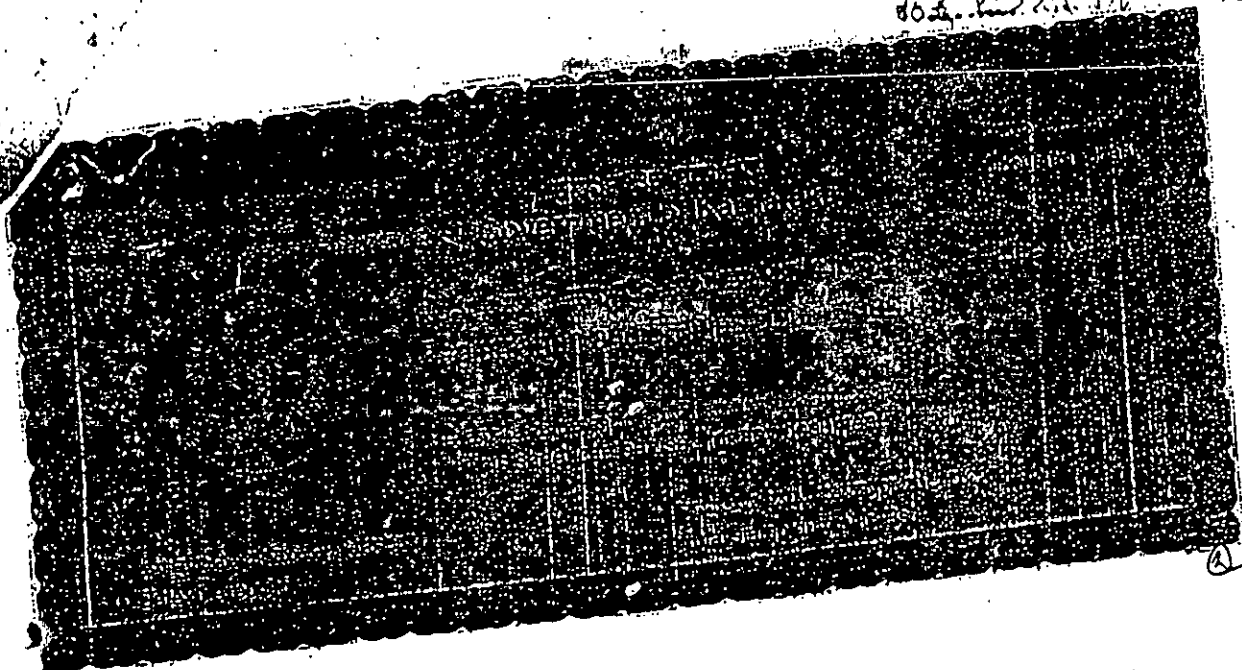
#### SCHEDULE PROPERTY

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.

*R. Murthy*

*Ahob*



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. *[Signature]*  
Devanahalli

2. Vinod

*[Signature]*  
Devanahalli

*[Signature]*  
(MUNINANJAPPA)

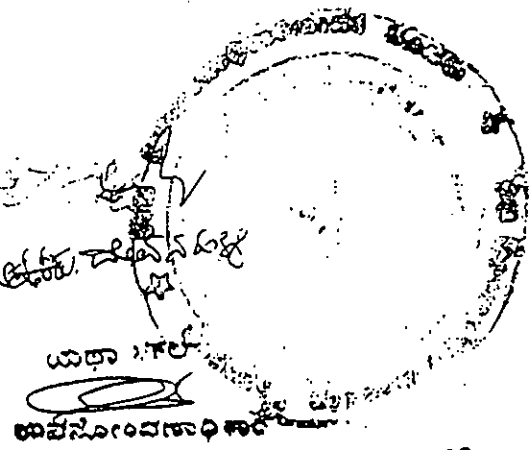
VENDOR  
Rep. by his Regd. GPA Holder  
Sri. K. MUNIRAJU

*[Signature]*  
(B. R. MADHU SUDHAN)  
PURCHASER

Drafted by:

*[Signature]*  
Membership no. 25861

ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
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ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
17/02/16



ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
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ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
17/02/16

ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
ಮಾನ್ಯ ಮಹಾಶಯರಾದ ಶ್ರೀ  
17/02/16



ಗ್ರಾಮ ಸಮೂಹ ೨ 1359735297 ರೆಕಾರ್ಡ್ ಆಫ್

ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು ಮೊಹರು ಮೊಹರು

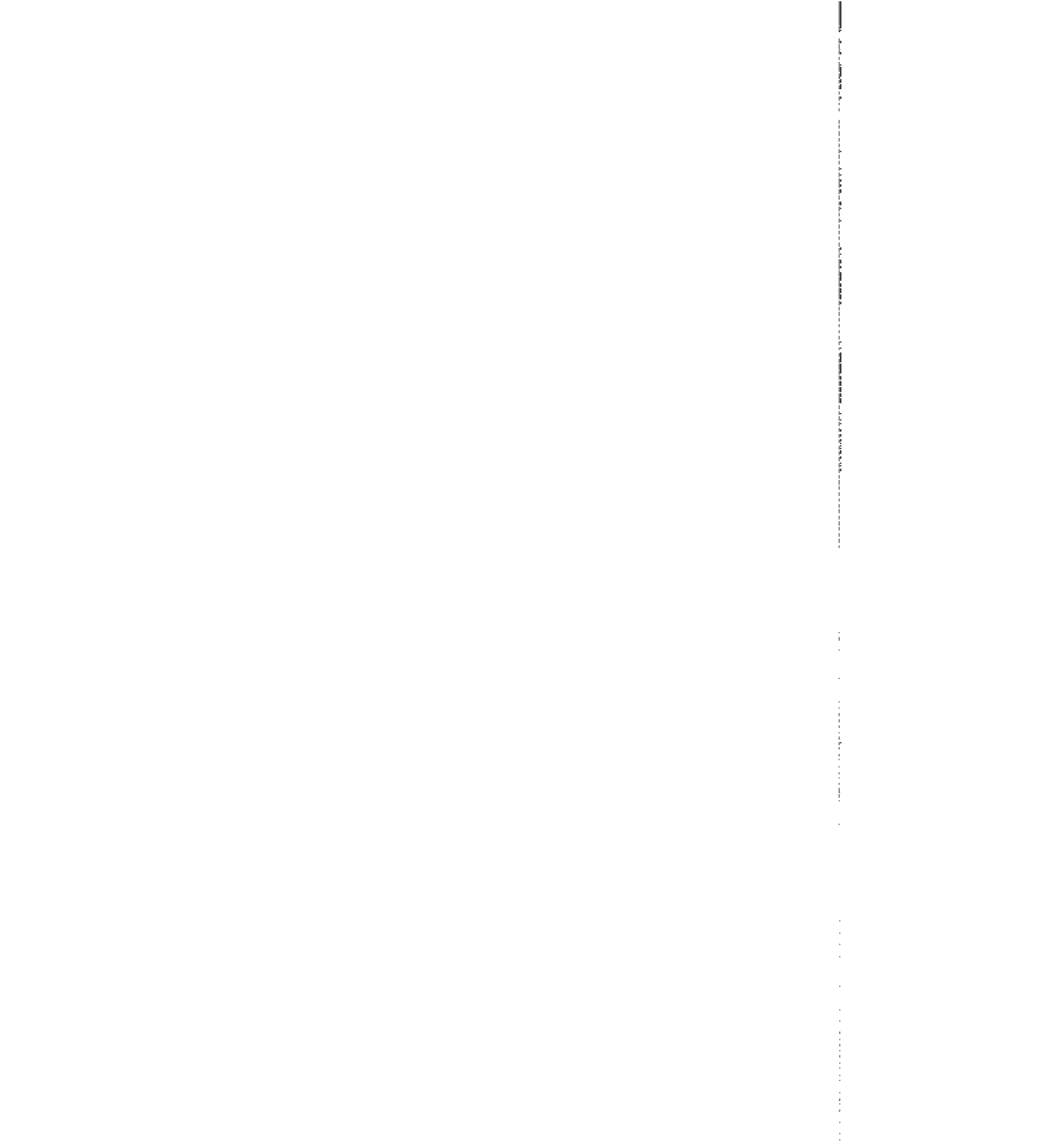
1. ಸರ್ವೆ ಸಂಖ್ಯೆ	3. ಪೇಟೆವಾರು ಒಟ್ಟು ಮೈದಾನ (ಅ) ಪೂಟ್ ಖರೀದಿ (ಆ) ಪೂಟ್ ಖರೀದಿ ಉಳಿದದ್ದು	ಎಕರೆ ಗುಂಟೆ ಆ	4. ಕಂದಾಯ (ಅ) ಭೂ ಕಂದಾಯ (ಬಿ) ಜೋಡಿ (ಕ) ಸಮಗಲು (ಡಿ) ನೀರಿನ ದರ	5. ಕಂದಾಯ			
	0.00.00 0.16.00.00			9.05			
2. ಹೆಚ್ಚು	5.00.00.00		ಒಟ್ಟು				
5. ಮಣ್ಣಿನ ಸಮೂಹ	7. ಮರಗಳ ಸಂಖ್ಯೆ	8. ಪೇಟೆವಾರು ಪ್ರಕಾರ ನೀರಾವರಿ ಮೈದಾನ					
	ಕೆಸರು	ಸಂಖ್ಯೆ	ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಣಿಯು
6. ಪಟ್ಟಾ							
ಸರ್ಕಾರಿ							

12. ಹಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು				
ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಹಾರಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ 2	ಹಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ	
			ಮೈದಾನ 4	ಗುಂಟೆ 5
2015-2016 ಮುಂಗಾರು	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾಡ್..	ಪ್ರಂತ		

ಮೈದಾನ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ







BK/5539  
15-16

ಈ ದಸ್ತಾವೇಜು... 9... ಭವಿಷ್ಯ ಬಾಕಿ ಇದೆ.

ನಕಲು ಪ್ರತಿ 9... ಭವಿಷ್ಯ ಬಾಕಿ ಇದೆ... 10.9.15  
5539/15  
15-16  
340

### 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

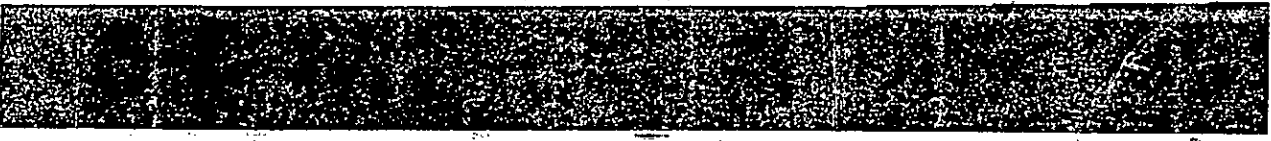
**Sri. K. MUNIRAJU,**  
Aged about 48 Years,  
Son of Late Sri. Kempanna,  
No.366, Matadahalli,  
R T Nagar Main Road,  
Bangalore - 560 032.

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.

*[Signature]* 12/9/15



339

ಶ್ರೀ. ಮುನಿನಜ್ಜಪ್ಪ ಸಾಹು  
10/9/15  
16.17

5538/15-16  
ಶ್ರೀ. ಮುನಿನಜ್ಜಪ್ಪ ಸಾಹು

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ  
Department of Stamps and Registration

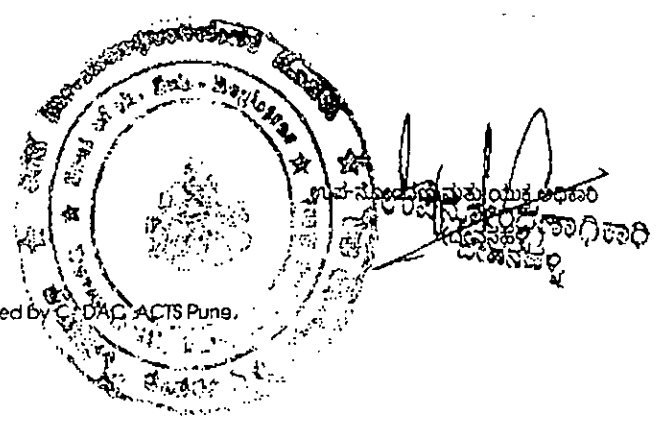
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಶ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Sil. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sil. K. Munitaju S/o Late  
Kempanna , ಇವರು 500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಶ ಕುಲ್ಪವಾಗಿ ಪಾವತಿಸುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

ಸ್ಥಳ : ಬೆಂಗಳೂರು  
ದಿನಾಂಕ : 23/09/2015



Designed and Developed by C-DAC ACTS Pune.

338

5538/15-16

16-7

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:

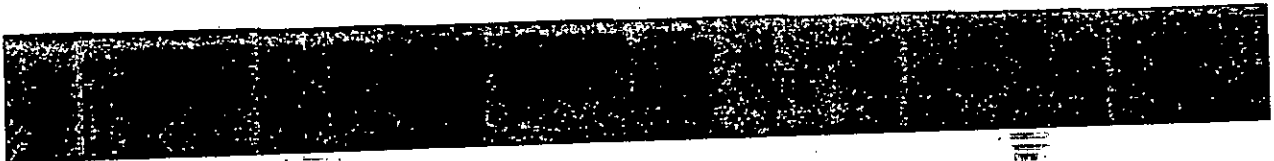
**WHEREAS** the **First Party** has entered into an Agreement to Sell dated 05-05-2011 for a consideration of Rs.3,00,00,000/- (Rupees Three Crores Only) which was registered as Document No.DNH-1-00530/2011-12, of Book-I, and stored in CD No.DNHD223 before the Sub-Registrar, Devanahalli, whereunder the **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;

*[Signature]* *K. Muru*



332

04...  
Print Date & Time 23-09-2015 17:00:05 PM

5038/1576



ವ್ಯಾಖ್ಯಾನ ಸಂಖ್ಯೆ 5538

ಮುಖ್ಯಮಂತ್ರಿ

ಮೇ ೨೦೧೫ ರ ವೇತನ ಪಡೆದ ರವರ ಕುಟುಂಬದಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ





ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ.
1	ಮೊದಲನೇ ಶುಲ್ಕ	200.00
2	ವ್ಯಾಖ್ಯಾನ ಶುಲ್ಕ	315.00
3	ಮರುಪಾವತಿಯ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು	550.00

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

ಹೆಸರು	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಸಹಿ
ಶ್ರೀ S/o Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri K. Muniraju S/o Late Kempanna			K. Muniraju

ಮುಖ್ಯಮಂತ್ರಿ  
ಅಧಿಕಾರವಾರ್ತಾಧಿಕಾರಿ

ಬರೆದುಕೊಟ್ಟವರಿಗೆ ಒಪ್ಪಿರುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಸ್ತಚಿಹ್ನೆ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri K. Muniraju S/o Late Kempanna . (ಬರೆದುಕೊಂಡವರು)			K. Muniraju
2	Sri Prateek Kumar S/o Pratul Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆದುಕೊಂಡವರು)			B. Nagarajappa

ಮುಖ್ಯಮಂತ್ರಿ  
ಅಧಿಕಾರವಾರ್ತಾಧಿಕಾರಿ

336

5538/1516


05-05-2011  
(0.299)  
(b-v)

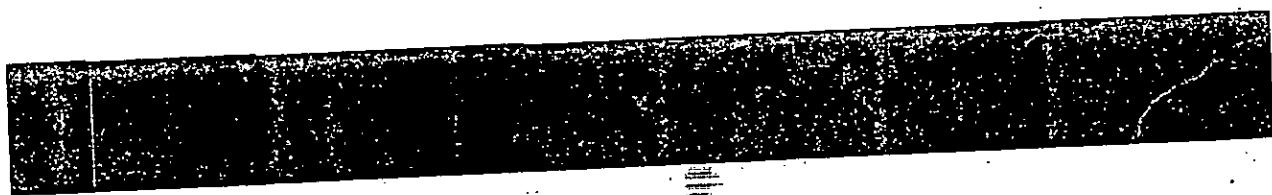
WHEREAS in pursuance of the said cancellation of Agreement to Sell dated 05-05-2011, the **First Party** has this day refunded the entire consideration paid by the **Second Party** in full and final settlement of all his claims of any nature whatsoever;

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. Muniraju



335

10.6.2015...  
10.9.2015  
ಗುರುತಿಸುವವರು 16

5538/18/16  
ತೀರ್ಮಾನಿತವಾದ ದಿನಾಂಕ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹುದ್ದೆಯ ಹುದ್ದೆ ವಿವರ	ಮೆ
1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಹಿರಿಯ ಸಹಾಯಕ

ಲಾಭನೋಂದಾಯಣಾಧಿಕಾರಿ

(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)

ಹಿರಿಯ ಸಹಾಯಕ

ಲಾಭನೋಂದಾಯಣಾಧಿಕಾರಿ

1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು  
ಸಂಖ್ಯೆ DNH-1-05538-2015-16 ಅಗಿ  
ಸ.ಡಿ. ಸಂಖ್ಯೆ DNHD561 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ

ಹಿರಿಯ ಸಹಾಯಕ  
ಲಾಭನೋಂದಾಯಣಾಧಿಕಾರಿ

Designed and Developed by C-DAC, ACTS, Pune

ಲಾಭನೋಂದಾಯಣಾಧಿಕಾರಿ  
ದೇವನಹಳ್ಳಿ

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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 aforementioned 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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333

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10299...  
16-57

5538/15-16

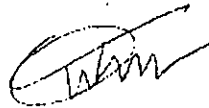
NY

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, 2<sup>nd</sup> 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 : Sanna Amanikere Road;  
South by : Property belongs to Mr. Narasimhaiah.

 12/11/12



$$\begin{array}{r} 10000 \\ 1617 \overline{) 16170} \\ \underline{16170} \\ 0 \end{array}$$

5538/1516

52  
~~4~~ 51: 52: 53: 54: 55: 56: 57: 58: 59: 60: 61: 62: 63: 64: 65: 66: 67: 68: 69: 70: 71: 72: 73: 74: 75: 76: 77: 78: 79: 80: 81: 82: 83: 84: 85: 86: 87: 88: 89: 90: 91: 92: 93: 94: 95: 96: 97: 98: 99: 100: 101: 102: 103: 104: 105: 106: 107: 108: 109: 110: 111: 112: 113: 114: 115: 116: 117: 118: 119: 120: 121: 122: 123: 124: 125: 126: 127: 128: 129: 130: 131: 132: 133: 134: 135: 136: 137: 138: 139: 140: 141: 142: 143: 144: 145: 146: 147: 148: 149: 150: 151: 152: 153: 154: 155: 156: 157: 158: 159: 160: 161: 162: 163: 164: 165: 166: 167: 168: 169: 170: 171: 172: 173: 174: 175: 176: 177: 178: 179: 180: 181: 182: 183: 184: 185: 186: 187: 188: 189: 190: 191: 192: 193: 194: 195: 196: 197: 198: 199: 200: 201: 202: 203: 204: 205: 206: 207: 208: 209: 210: 211: 212: 213: 214: 215: 216: 217: 218: 219: 220: 221: 222: 223: 224: 225: 226: 227: 228: 229: 230: 231: 232: 233: 234: 235: 236: 237: 238: 239: 240: 241: 242: 243: 244: 245: 246: 247: 248: 249: 250: 251: 252: 253: 254: 255: 256: 257: 258: 259: 260: 261: 262: 263: 264: 265: 266: 267: 268: 269: 270: 271: 272: 273: 274: 275: 276: 277: 278: 279: 280: 281: 282: 283: 284: 285: 286: 287: 288: 289: 290: 291: 292: 293: 294: 295: 296: 297: 298: 299: 300: 301: 302: 303: 304: 305: 306: 307: 308: 309: 310: 311: 312: 313: 314: 315: 316: 317: 318: 319: 320: 321: 322: 323: 324: 325: 326: 327: 328: 329: 330: 331: 332: 333: 334: 335: 336: 337: 338: 339: 340: 341: 342: 343: 344: 345: 346: 347: 348: 349: 350: 351: 352: 353: 354: 355: 356: 357: 358: 359: 360: 361: 362: 363: 364: 365: 366: 367: 368: 369: 370: 371: 372: 373: 374: 375: 376: 377: 378: 379: 380: 381: 382: 383: 384: 385: 386: 387: 388: 389: 390: 391: 392: 393: 394: 395: 396: 397: 398: 399: 400: 401: 402: 403: 404: 405: 406: 407: 408: 409: 410: 411: 412: 413: 414: 415: 416: 417: 418: 419: 420: 421: 422: 423: 424: 425: 426: 427: 428: 429: 430: 431: 432: 433: 434: 435: 436: 437: 438: 439: 440: 441: 442: 443: 444: 445: 446: 447: 448: 449: 450: 451: 452: 453: 454: 455: 456: 457: 458: 459: 460: 461: 462: 463: 464: 465: 466: 467: 468: 469: 470: 471: 472: 473: 474: 475: 476: 477: 478: 479: 480: 481: 482: 483: 484: 485: 486: 487: 488: 489: 490: 491: 492: 493: 494: 495: 496: 497: 498: 499: 500: 501: 502: 503: 504: 505: 506: 507: 508: 509: 510: 511: 512: 513: 514: 515: 516: 517: 518: 519: 520: 521: 522: 523: 524: 525: 526: 527: 528: 529: 530: 531: 532: 533: 534: 535: 536: 537: 538: 539: 540: 541: 542: 543: 544: 545: 546: 547: 548: 549: 550: 551: 552: 553: 554: 555: 556: 557: 558: 559: 560: 561: 562: 563: 564: 565: 566: 567: 568: 569: 570: 571: 572: 573: 574: 575: 576: 577: 578: 579: 580: 581: 582: 583: 584: 585: 586: 587: 588: 589: 590: 591: 592: 593: 594: 595: 596: 597: 598: 599: 600: 601: 602: 603: 604: 605: 606: 607: 608: 609: 610: 611: 612: 613: 614: 615: 616: 617: 618: 619: 620: 621: 622: 623: 624: 625: 626: 627: 628: 629: 630: 631: 632: 633: 634: 635: 636: 637: 638: 639: 640: 641: 642: 643: 644: 645: 646: 647: 648: 649: 650: 651: 652: 653: 654: 655: 656: 657: 658: 659: 660: 661: 662: 663: 664: 665: 666: 667: 668: 669: 670: 671: 672: 673: 674: 675: 676: 677: 678: 679: 680: 681: 682: 683: 684: 685: 686: 687: 688: 689: 690: 691: 692: 693: 694: 695: 696: 697: 698: 699: 700: 701: 702: 703: 704: 705: 706: 707: 708: 709: 710: 711: 712: 713: 714: 715: 716: 717: 718: 719: 720: 721: 722: 723: 724: 725: 726: 727: 728: 729: 730: 731: 732: 733: 734: 735: 736: 737: 738: 739: 740: 741: 742: 743: 744: 745: 746: 747: 748: 749: 750: 751: 752: 753: 754: 755: 756: 757: 758: 759: 760: 761: 762: 763: 764: 765: 766: 767: 768: 769: 770: 771: 772: 773: 774: 775: 776: 777: 778: 779: 780: 781: 782: 783: 784: 785: 786: 787: 788: 789: 790: 791: 792: 793: 794: 795: 796: 797: 798: 799: 800: 801: 802: 803: 804: 805: 806: 807: 808: 809: 810: 811: 812: 813: 814: 815: 816: 817: 818: 819: 820: 821: 822: 823: 824: 825: 826: 827: 828: 829: 830: 831: 832: 833: 834: 835: 836: 837: 838: 839: 840: 841: 842: 843: 844: 845: 846: 847: 848: 849: 850: 851: 852: 853: 854: 855: 856: 857: 858: 859: 860: 861: 862: 863: 864: 865: 866: 867: 868: 869: 870: 871: 872: 873: 874: 875: 876:


**WITNESSES:**

1. Order of dependency  
Due

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

Q

*John*

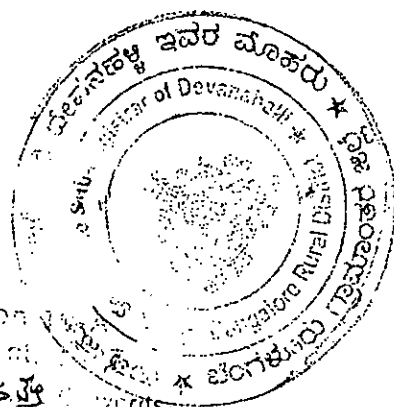
2.  s/o/capture  
DUE

(PRATEEK KUMAR)  
**SECOND PARTY**

Drafted By:

Drafted by me

Admiral KAR 3810/23



ಈ ಸಲ ತ್ರಿಗುಣ ಕೃಷ್ಣ

2011 மார்ச்சு 15-ம் திகதி

2410911617

44-1116-17

of Sir  
of the

Certified Under Section 103  
of the Internal Revenue Code  
Certified to: [illegible] P/O [illegible]

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

Enrollment Paid vide  
Page 4 of 4

मन्त्र

ಶ್ರೀ ಕೆ. 5558/15-16

ಈ ದಸ್ತಖತು... 1!... ಭವಿಷ್ಯ ಬರಹವಾಗಿದೆ.

ನಡಲು ಕ್ರಮ... 10.30.00  
1ನೇ ಪುಟಕ ನಡಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ... 10.30.00  
(6-17)

5558/15-16  
ಶ್ರೀ ಕೆ. 5558/15-16  
ಶ್ರೀ ಕೆ. 5558/15-16

W

### AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23<sup>rd</sup> 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;

330

~~10.300~~  
~~16-17~~  
~~5500~~  
~~1000~~  
~~1000~~

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
 ಮೊಂಡಣ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
 Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

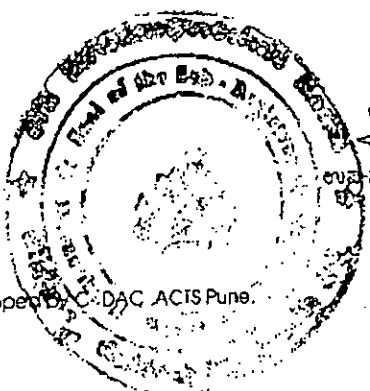
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

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

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

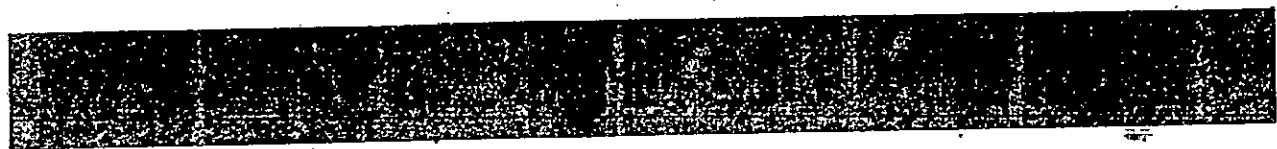
ಒಟ್ಟು : 12570.00

ಸ್ಥಳ : ಬೆಂಗಳೂರು  
 ದಿನಾಂಕ : 23/09/2015



ಉಪ ಮೊದಲನೆಯ ವಸ್ತುವನ್ನು ಪರಿಶೀಲಿಸಿ ಪಾವತಿ  
 ಮಾಡಿದುದು (ರೂ. 12570.00)

Designed and Developed by C-DAC ACTS Pune.



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**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.

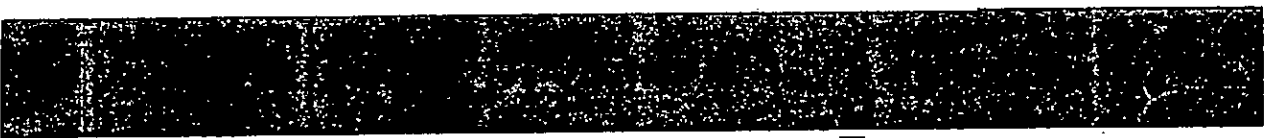
**AND WHEREAS** thus the Vendor became the absolute owner in peaceful possession and enjoyment of the Schedule Property and all the taxes, cesses, etc. have been paid by the Vendor up-to-date and the Khatha in respect of the Schedule Property stands in the name of the Vendor herein.

**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 Thiapa, 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-



K. Muniraju



32



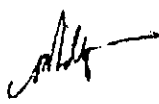
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ರಾಜ್ಯ ಸರ್ಕಾರ : 5550

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ರಾಜ್ಯ ಸರ್ಕಾರ : 5550

ಈ ರಜಸ್ವಲ್ಪ ರ ದೇವನಹಳ್ಳಿ ರವರ ಹುಟ್ಟುಹಬ್ಬ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಳಿಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ



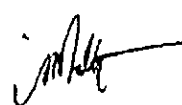



ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ಮೊತ್ತ
1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸ್ಥಳೀಯ ಶುಲ್ಕ	420.00
3	ವಿದ್ಯಾರ್ಹತೆ ಶುಲ್ಕ	35.00
	<b>ಒಟ್ಟು</b>	<b>655.00</b>

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

ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ: A. Janardhana Shetty S/o. Late Sankappa Shetty			

ರಾಜ್ಯ ಸರ್ಕಾರ  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು

ಬಳಿದುಕೊಳ್ಳುವುದು(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಪಲ ರೂ. .... (ರೂಪಾಯಿ) ..... ಮುಖ  
ಸ್ವಾಗತಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೆಚ್ಚಿನ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o. Late Sankappa Shetty (ಬರಹಗಾರನವರು)			
2	Muninayappa S/o. Late Appayappa Rep by his GPA Holder K. Muniraju S/o. Late Kempanna . (ಬರಹಗಾರನವರು)			

ರಾಜ್ಯ ಸರ್ಕಾರ  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು

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, registered 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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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.

*[Signature]*

*K. Muran*





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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) *[Signature]*  
DUL

*[Signature]*  
VENDOR  
(Rep. GPA Holder K. Muniraju)

2) *[Signature]*  
DUL

*[Signature]*  
PURCHASER

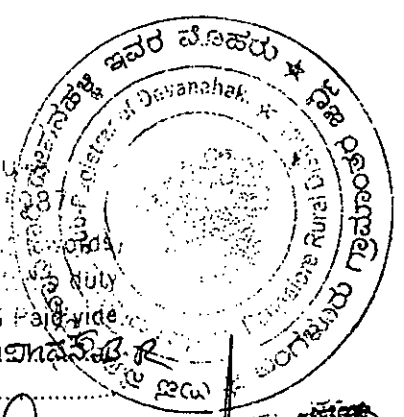
Drafted by Me

*[Signature]*  
A.V. Narasimha Reddy  
Advocate  
No-121, 1<sup>st</sup> Floor, Amar Tower,  
Gandhinagar,  
Bangalore - 560009.

ಈ ಸಲಹೆ ತುರ್ತು ಸಂದರ್ಭದಲ್ಲಿ  
ಕರಣಿ ಅರ್ಜಿಯನ್ನು ಕೆ.ಎಂ.ಎಸ್.ಬಿ.ಎಲ್.  
ಕರಣಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 24/09/16-17  
ಕರಣಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17  
ಕರಣಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17  
ಕರಣಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17  
ಕರಣಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17

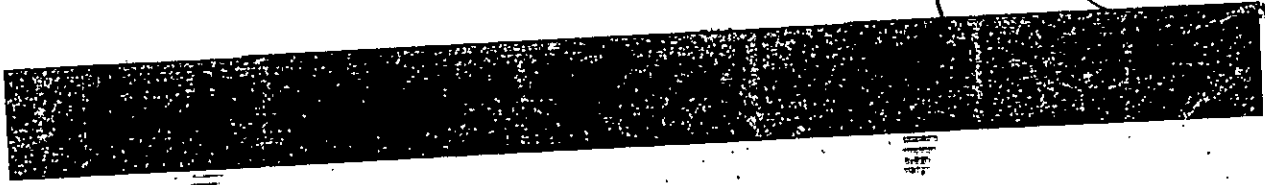
Certificate Under Section 14  
of the Karnataka Stamp Act, 1957

Certified that the sum of Rs. 60,300/-  
Rupees has been collected at the SRO  
has been Collected at the SRO  
Receipt No. dated 04/10/16  
S/o. D/o. W/o. residing at



*[Signature]*

*[Signature]*



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,

residing at No.366,  
K.M.P. Arcade, 3<sup>rd</sup> 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, 12<sup>th</sup> 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:

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, 2<sup>nd</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> Defendant herein has executed the alleged Agreement of Sale in favour of the 2<sup>nd</sup> Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2<sup>nd</sup> Defendant acting as a General Power of Attorney holder of the 1<sup>st</sup> 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. In spite 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,

2<sup>nd</sup> Block, Koramangaia,

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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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

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, 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent herein. The 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent. I submit that I am not a party to the proceedings before the 2<sup>nd</sup> 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:

360

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 BEFORE ME

Bangalore,

Date:

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

AND

**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 1<sup>st</sup> and 2<sup>nd</sup> 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, 2<sup>nd</sup> 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:

CRNU 450/LB  
25/02/06

W/JOHNNY  
(297)

3)  
10/10/02

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11/11/06  
1/23 DPS Submitted  
1/23 8/16 with Complaint  
1/23 1/23 up  
1/23 1/23 up

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EXAMINER



296

1. Copy applied on	25/02/16
2. Receiving Sheets required to be	
Produced on	
3. Copy	
4. Date	14/03/16
5. Date	27/04/16
6. Date	27/02/16
7. Copy	27/02/16
8. Copy	27/02/16
9. Examined	27/02/16

*James*

88-26/16  
28/1/16

295

1. ಜಿಲ್ಲೆ : Bengaluru city ವ್ಯತ್ಯಾಸ/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) ಪಿಯಾರ್‌ದುದಾರ / ಬಾಪ್ತೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

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

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :  
Sub Register Office, Devanahalli Taluk, Bengaluru District, Karnataka, 562110  
(b) ಪೊಲೀಸ್ ಠಾಣೆ ಯಿಂದ ಇರುವ ದಿಕ್ಕು ಮತ್ತು ದೂರ : 0.5 KM towards South  
(c) ಗ್ರಾಮ : TALUK OFFICE ಗಮನ ಹೆಸರು : 1 st BEAT  
(d) ಸ್ಥಳವು ಬೇರೆ ಪೊಲೀಸ್ ಠಾಣೆ ವ್ಯಾಪ್ತಿಗೆ ಬರುವಂತಹದ್ದು ಆದರೆ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :  
ಜಿಲ್ಲೆ :

5. ಪಿಯಾರ್‌ದುದಾರ/ಬಾಪ್ತೀದಾರ :  
(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 at  
the office  
of the  
Pe 4661 of  
IPS with our  
embassy  
18/1/16

294

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

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರ ಮುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್ದರೆ  
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,Kanningsham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೋಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಲಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

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

ಕಳುವಾಗಿರುವ / ಬಾಗಿಲಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮಾಲೀಕ :

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

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

ಹಾಸ್ಯ ನ್ಯಾಯಾಲಯದ ಒಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲನೆ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ, ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸ್ಥಳೀಯವಾಸಿಗಳ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೋಂದಾಯಿತ ಭವರ್ ಅರ್ಜಿ ಅಡಾರ್ಸ್ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಿಯದ ಮೂಲಕ ನೋಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾದೀನಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾದೀನಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಾಗಿ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾಕಾರ್ಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಂದು ಸದರಿ ಸದರಿ ಪಿರಾದ್ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿಯಾರ್‌ದಿಯವರಿಗೆ ಅವರದ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ

✓ ಆದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟೆಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಭಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ

157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪಿಯಾರ್‌ದಿಯ ಸಹಿ/ ಹೆಬ್ಬರೇಳಿನ ಗುರುತು

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

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

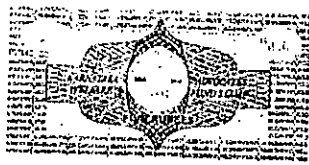
ಓದಿ ಹೇಳಲಾಗಿ ಕೇಳಲಾಗಿ ಸರಿಯಿದೆ

ತಾಣಾಧಿಕಾರಿಯ ಸಹಿ

*Handwritten Signature*  
ಆರಕ್ಷಕ ಉಪ ನಿರ್ದೇಶಕರು  
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ  
ಬೆಂಗಳೂರು ನಗರ  
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 <sup>R</sup> 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,  
Kanningsham Road, Bangalore 560052.

Compt present and  
presented the court-  
u/32004 Cr.PC.  
Pursued - Register  
as P.C.R. Involving  
Section 156(3) of  
Cr.PC the court is  
informed to ACP,  
Devanahalli to  
submit report  
by 20/2/16

Accused

U/S  
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.

*[Signature]*

(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 Same Ananikere 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/- (Rupees 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 1 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/- (Rupees 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.

*Alshah*

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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. DNII-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

*Shalga*

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

*Abhis*

Complainant

*[Signature]*  
Counsel for Complainant

*[Signature]*  
EXAMINER

IN THE COURT

Between  
M. L. S. S. S.

AND

M. L. S. S. S.

1. S/O  
S/O  
A/O  
Res  
KO

2. A/O  
S/O  
A/O  
R  
F

Devanahalli  
Date



5

to knock over  
 the same  
 at Bangalore  
 under sections  
 of Code, 1860  
 this Hon'ble  
 of criminal  
 interest the  
 to protect  
 delivery of

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALI

Private Complaint Register No. /2015

Between

Mathrusudhan

Complainant

AND

Muniraju K and another

Accused

LIST OF WITNESSES

1. Sri Vinod  
 S/o Kempaanna  
 Aged about 30 years  
 Residing at Shanapppanahalli Village  
 Kundana Hobli, Devanahalli 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

287

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## AUCTION OF PACL PROPERTIES

GUEST

## SEARCH DOCUMENT

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

Show

View Selected Properties

OF PROPERTIES: 272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EO
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infapromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infapromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22		
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infapromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25		
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			
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural Dist, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasanahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta		
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		
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, Bangalore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanahalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta		

285

डाक सेवा  
On Postal  
Service

DEPARTMENT OF POSTS  
ACKNOWLEDGEMENT  
भारत सरकार  
भारत

आवेदन / Application  
पत्र / Letter  
दिनांक / Date  
स्थान / Place

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

डाक / Post

पत्र / Letter

प्रेषक डाकघर की नाम - मोहर

Name-stamp of office of posting

SHANKARI  
PSD/Bg-Pig/XUAN-TIA/105/15-16/200000Pads

no. / नं.

पिन / PIN

डाक / Post

भारत सरकार / भारत सरकार



To,

Dt: 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, 6<sup>th</sup> 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,



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

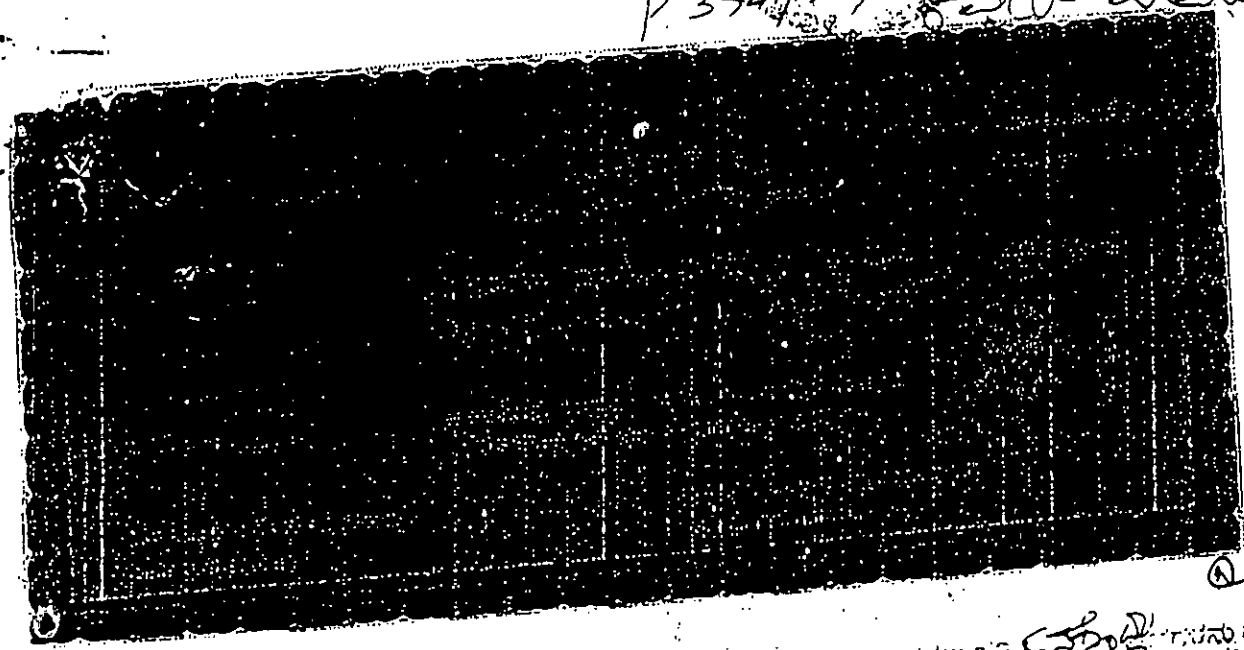
SEARCH DOCUMENT

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TEHSIL	<input type="text"/>	VILLAGE	<input type="text"/>
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NO. OF PROPERTIE(S):272

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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		<input type="button" value="View"/>	<input type="button" value="EOI"/>
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		<input type="button" value="View"/>	<input type="button" value="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	<input type="button" value="View"/>	<input type="button" value="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	<input type="button" value="View"/>	<input type="button" value="EOI"/>
24847-16		M/s NSD 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		<input type="button" value="View"/>	<input type="button" value="EOI"/>
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others. r/o Prashanthanagar, Kasaba Hobli, Devenhalli Taluk, Bangalore Rural Dist, 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	<input type="button" value="View"/>	<input type="button" value="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	<input type="button" value="View"/>	<input type="button" value="EOI"/>
9914-15	1249/10 AGR	PACL India Limited s/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, Devanahalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	<input type="button" value="View"/>	<input type="button" value="EOI"/>

P 3924/13-14 8-3-12 ಬೆಂಗಳೂರು ಜಿಲ್ಲೆ (279)  
29



**ABSOLUTE SALE DEED**

ನಕಲು ಪ್ರತಿ 6ನೇ ದಿನಕ್ಕೆ ಸಲ್ಲಿಸುವುದು  
1ನೇ ಪ್ರತಿ ಸರಕು ಮೊದಲಿಗೆ P.324.1  
13-14

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, 3<sup>rd</sup> 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. Muniraju

Shree

238

ಸಂಖ್ಯೆ: P-3941

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



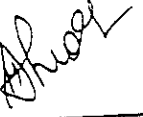
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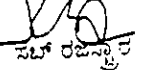
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

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



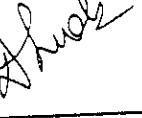



ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ವಾಮಿತ್ವ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

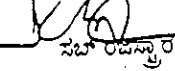
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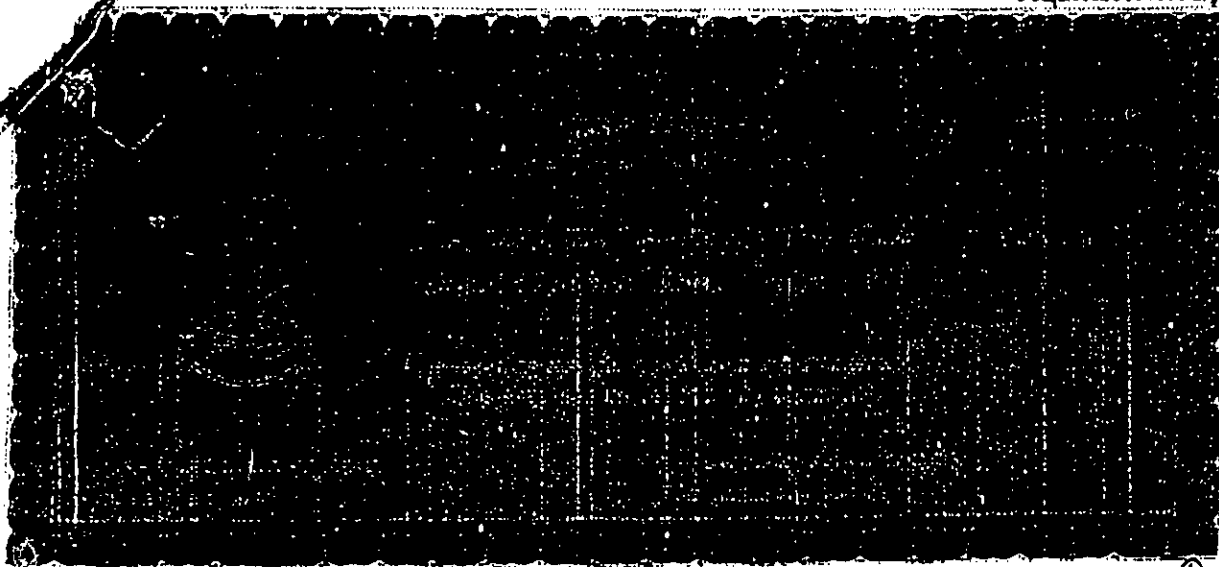
ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆದುಕೊಂಡವರು)			
2	ಮುನಿರಾಜನವ್ವ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರೆದುಕೊಂಡವರು)			

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್



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.

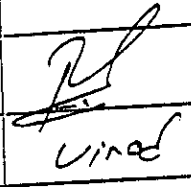
WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 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.


12 Minu

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P. 3941/13-14  
ಗುರುತಿರುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ಬಿನ್ ಕಿಂಚಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಜಿಲ್ಲಾ	
2	ವಿನೋದ್ ಬಿನ್ ಕಿಂಚಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಜಿಲ್ಲಾ	

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಅಪರಾಧ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS Pune

 2/11/13



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.

*[Signature]*

*[Signature]*

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ಕಂಪ. P39.4.1. 13/14



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

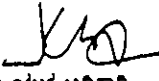
ಪ್ರಮಾಣ ಪತ್ರ

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 ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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)



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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.

K. Murar Shukla

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S. 44(1) of the  
Transfer of Property Act, 1882

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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;

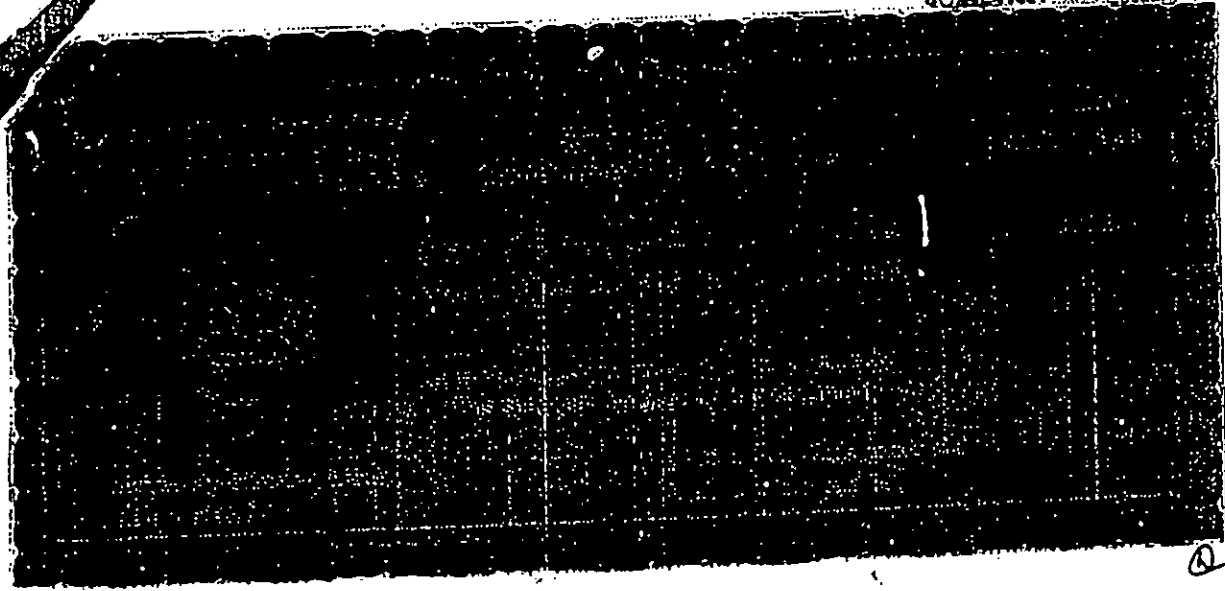
WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

**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

*K. Murthy* *Aradhya*



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

*(L. Murd)*

*Shivak*

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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.

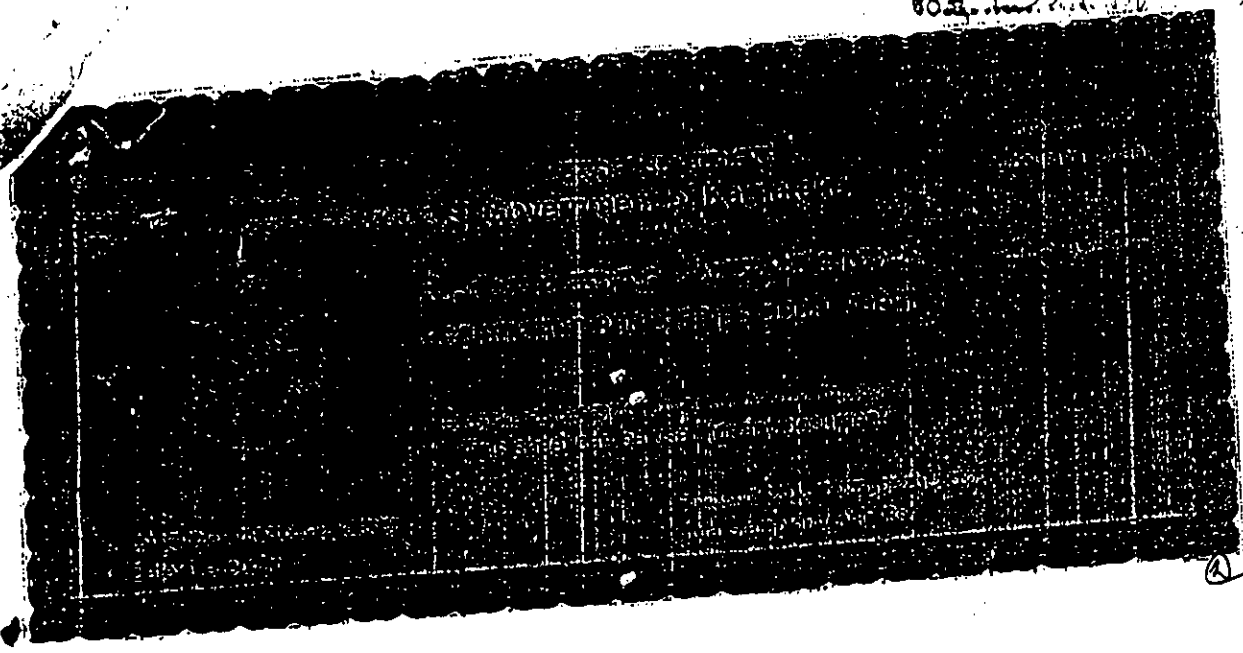
#### SCHEDULE PROPERTY

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.

R. Muru

Shah



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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. *[Signature]*  
S/o Kuppan  
Devanahalli.

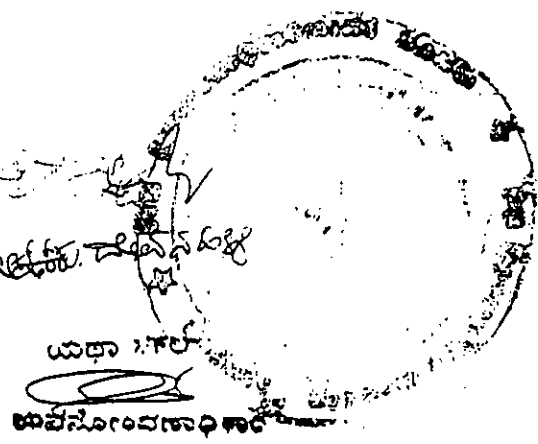
*[Signature]*  
(MUNINANJAPPA)  
**VENDOR**  
Rep. by his Regd. GPA Holder  
Sri. K. MUNIRAJU

2. *[Signature]*  
S/o Kuppan  
Devanahalli

*[Signature]*  
(B. R. MADHU SUDHAN)  
**PURCHASER**

**Drafted by:**  
*[Signature]*  
Membership No. 255671

*[Handwritten notes and signatures]*  
12/08/16



*[Signature]*  
ಬಿ. ರ. ಮಧು ಸುಧನ್  
ಬಾಪನಹಳ್ಳಿ

ಗ್ರಾಮ ಸಮಾಜ ೨ 1359735297 ರೆಕಾರ್ಡ್ ಆಫ್ ರೆ  
ತಾಲ್ಲೂಕು ಮೊಹರು

1. ಸರ್ವೆ ಸಂಖ್ಯೆ	3. ಬೇಕುವಾರು ಎಕರೆ ಗುಂಟೆ ಆ	4. ಕಂದಾಯ	5. ಕಂದಾಯ
ಒಟ್ಟು ವಿಸ್ತೀರ್ಣ ಪೂಜ್ ಬರಾಬ್ (ಅ) ಪೂಜ್ ಬರಾಬ್ (ಆ) ಉಳಿದದ್ದು	ದರವಿವರಣೆ 9.00.00 0.16.00.00	(ಅ) ಭೂ ಕಂದಾಯ (ಬ) ಜೋಡಿ (ಕ) ಸಮಗಲು (ಡ) ನೀರಿನ ದರ	9.05
2. ಹಿಡ್ಡು	5.00.00.00	ಒಟ್ಟು	

5. ಮಣ್ಣಿನ ಸಮೂಹ	7. ಮರಗಳ ಸಂಖ್ಯೆ	8. ಬೇಕುವಾರ ಪ್ರಕಾರ ನೀರಾವರಿ ವಿಸ್ತೀರ್ಣ
ಕೆಂಪು	ಹಸರು ಸಂಖ್ಯೆ ಕ್ರ. ಸ. ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು ಹಂಗಾರು ಬಾಗಾಯ್ತು ಒಟ್ಟು
6. ಪಟ್ಟಾ		
ಸರ್ಕಾರಿ		

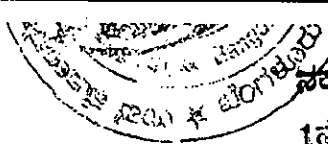
12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಜಿಯ ವಿವರಗಳು

ವರ್ಷ ಮತ್ತು ಕಾಲ	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸಸ್ಥಳ	ಸಾಗುವಳಿ ಪದ್ಧತಿ	ಗೇಜಿಯ ವಿವರ
1	2	3	4 5
ವಿ	ಗುಂ	ವಿ	ಗುಂ
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾಪ್ಪ	ಪೈಂತ್	

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK/5538  
15-16

ಈ ದಸ್ತಾವೇಜು... ೧೭... ದೃಢೀಕರಣಗೊಂಡಿದೆ.



ಸಹಿ ಮತ್ತು ಸಂಖ್ಯೆ... ೧೭... ೧೭-೦೯-೨೦೧೫  
1ನೇ ಕ್ರಮಕ್ಕೆ ಸಹಿ ಮತ್ತು ಸಂಖ್ಯೆ... ೧೭... ೧೭-೦೯-೨೦೧೫

5538/15-16

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1ನೇ ಕ್ರಮಕ್ಕೆ ಸಹಿ ಮತ್ತು ಸಂಖ್ಯೆ... ೧೭... ೧೭-೦೯-೨೦೧೫

## 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 Appaji. 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.

*[Signature]*

12-Human

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ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ ಸಾಂ  
10299  
16-17

5538/15-16  
ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ  
ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

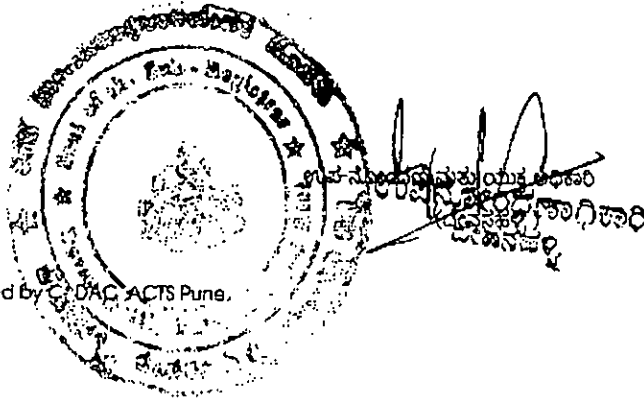
ಪ್ರಮಾಣ ಪತ್ರ

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 ಪಾವತಿ ಮಾಡುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



Designed and Developed by C-DAC ACTS Pune.



5538/15-16  
16-7

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;

*[Signature]* *K. Murthy*

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04...  
Print Date & Time : 23-09-2015 12:00:06 PM



5538/1576 L

ಮಾನ್ಯತೆ ಸಂಖ್ಯೆ : 5538

ಸರ್ ರಾಜ್‌ಕುಮಾರ್ ದೇವನಹಳ್ಳಿ ರವರ ಕೆಪಿಆರ್‌ನಲ್ಲಿ 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	ಪ್ಯಾನ್‌ನೋ ಶುಲ್ಕ	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 ಹಾಜರಾದ ನೋಂದಣಿ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ SRI. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			K. Muniraju

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಸರ್ ರಾಜ್‌ಕುಮಾರ್  
ಉಪನೋಂದಣಿದಾರರಾಗಿ

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

ಸರ್ ರಾಜ್‌ಕುಮಾರ್  
ಉಪನೋಂದಣಿದಾರರಾಗಿ

5538/15-16



10/99  
(6-17)

**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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1	Pramod S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್  
ಅಂಶಪಡಿಸಲಾಗಿದೆ

(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)

ಅಂಶಪಡಿಸಲಾಗಿದೆ

1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು  
ಸಂಖ್ಯೆ DNH-1-05538-2015-16 ಅಗಿ  
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD561 ವೇ ರದ್ದು  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್ (ದೇವನಹಳ್ಳಿ)

ಎಂ. ಪ್ರಸಾದ್  
ಅಂಶಪಡಿಸಲಾಗಿದೆ  
ದೇವನಹಳ್ಳಿ

- (291)
- 04-11-11 11:16:17
- 5538/15-16
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 aforementioned 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.

 R. Kumar

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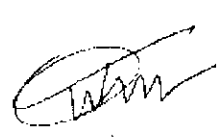
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9. The Second Party has executed a Special Power of Attorney and has duly appointed **Sri. B. NAGARAJAPPA**, S/o Sri. Bendekatte Jayashankrappa, Aged Major, residing at No.25/1, 2<sup>nd</sup> Cross, Malleswaram, Bangalore - 560 003, to present and 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 : Sanna Amanikere Road;
- South by : Property belongs to Mr. Narasimhaiah.


 12/11/12

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**WITNESSES:**

1. When of company  
Due

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

2.  s/o/cypru  
Due

(PRATEEK KUMAR)  
SECOND PARTY

Drafted By:

Drafted by me

Admiral (NARAYAN BHARADWAJ)  
KAR 3810/03

தமிழக சிறைகள் கட்டுமை

சென்னை மாநகராட்சி துறைமுகத் திட்டம்

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of Sir  
William

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Certified Under Seal  
of the Court

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S/o.D/o W/o.

*[Handwritten signature]*

मन्त्र

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### AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23<sup>rd</sup> 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

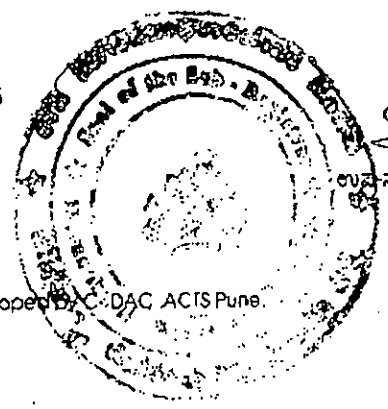
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty , ಅವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ  
 ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

ಒಟ್ಟು : 12570.00

ಸ್ಥಳ : ಬೇವನಹಳ್ಳಿ  
 ದಿನಾಂಕ : 23/09/2015



ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
 (ಬೇವನಹಳ್ಳಿ)

Designed and Developed by: C-DAC ACTS Pune.

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**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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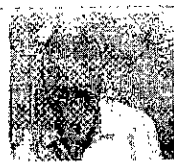
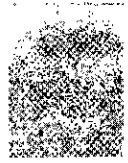

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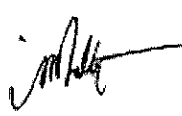
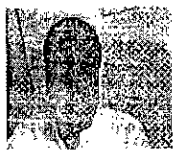

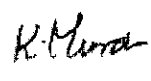
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1	ವೋಟರ್‌ಗೆ ಶುಲ್ಕ	200.00
2	ಸ್ಟ್ಯಾನ್‌ಬೈ ಫೀ	420.00
3	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

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

ಹೆಸರು	ಪೋಟೊ	ಹಸ್ತಾಕ್ಷರ ಗುರುತು	ಸಹಿ
ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಹಿ ರಚಿಸ್ತಾ ರ  
 ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು

ಬರೆದಿರುವುದಿಲ್ಲವಾಗಿರುವುದು / ಬಾಕಿ ಹೆಚ್ಚುವರಿ ದಾಖಲೆಗಳು (ದೂರದಿಂದ) ಮುಖಾಂತಿ  
 ದಾಖಲೆಗೆ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹಸ್ತಾಕ್ಷರ ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty (ಬರೆದಿರುವುದಿಲ್ಲವರು)			
2	Muninayappa S/o. Late Appalappa Rep by his GPA Holder K. Muniraju S/o. Late Kempanna (ಬರೆದಿರುವುದಿಲ್ಲವರು)			

ಸಹಿ ರಚಿಸ್ತಾ ರ  
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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, registered as document No- 5538/15-16, in the office of the Sub-Registrar, Devanahalli.

*K. Murad*

*K. Murad*

*Q*

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.


*initials*

*K. Murad*

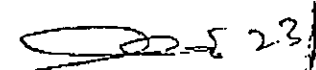
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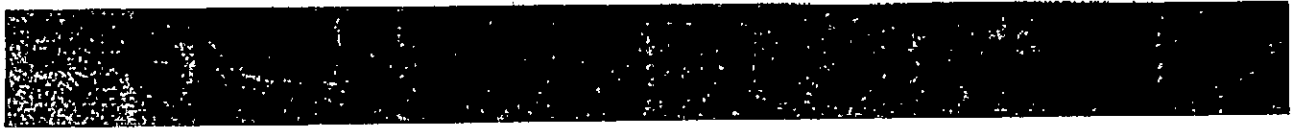
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1	Pramod S/o. Kempanna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	

  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶನಾಧಿಕಾರಿ

1 ನೇ ಪ್ರಸ್ತಾವ ಬಾಧ್ಯವೇವು  
ಸಂಖ್ಯೆ DNH-1-05550-2015-16 ಅಗಿ  
ಪಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD561 ನೇ ಧರಣಿ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಮೊಂಡಾದಿರಿಸಲಾಗಿದೆ

  
ಎಂ.ವಿ. ಸತೀಶ್  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶನಾಧಿಕಾರಿ (ಪ್ರವರ್ತನಾ)



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~~5550/15/16~~

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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

*[Signature]*

*K. Muran*

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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.
- John*  
*K. K. K.*

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.

*[Signature]* *K. Murthy*

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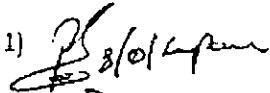
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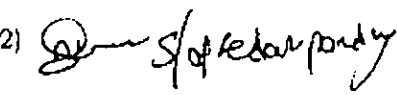
✓

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

WITNESSES:

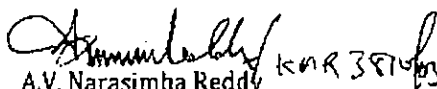
1)   
DUL

  
VENDOR  
(Rep. GPA Holder K. Muniraju)

2)   
DUL

  
PURCHASER

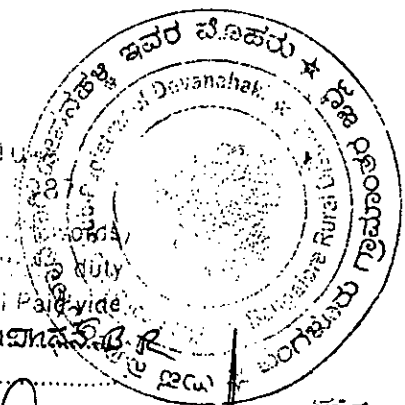
Drafted by Me

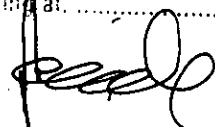
  
A.V. Narasimha Reddy  
Advocate  
No-121, 1<sup>st</sup> Floor, Amar Tower,  
Gandhinagar,  
Bangalore - 560009.

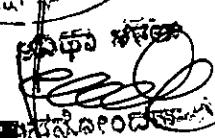
ಈ ಸಲಹೆ ತುಳುಕು ತುಳುಕು ತುಳುಕು

ಕೂಲಿ ಅರ್ಜಿಯನ್ನು ಕೂಲಿ ಅರ್ಜಿಯನ್ನು  
ಕೂಲಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 24/09/16-17  
ಕೂಲಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17  
ಕೂಲಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17  
ಕೂಲಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17  
ಕೂಲಿ ಅರ್ಜಿಯನ್ನು ದಿನಾಂಕ 04/10/16/17

Certified Under Section 10 of the Karnataka Stamp Act, 1987  
Page 8 of 8  
Rupees  
has been Collected at the SRO  
Receipt No.  
S/o.D/o W/o









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. 14/12 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,  
2<sup>nd</sup> 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:

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, 2<sup>nd</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> Defendant herein has executed the alleged Agreement of Sale in favour of the 2<sup>nd</sup> Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2<sup>nd</sup> Defendant acting as a General Power of Attorney holder of the 1<sup>st</sup> 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.



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,  
2<sup>nd</sup> Block, Koramangaia,  
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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of neighbours 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

AND

**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

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, 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of my neighbours 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 2<sup>nd</sup> Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent herein. The 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent. I submit that I am not a party to the proceedings before the 2<sup>nd</sup> 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 BEFORE ME

Bangalore,

Date:

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

AND

**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 1<sup>st</sup> and 2<sup>nd</sup> 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, 2<sup>nd</sup> 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:



223

1. Copy applied on	25/02/16
2. Receiving Officer	
3. Checked by	
14/03/16	
4. Approved by	27/02/16
5. Date	27/02/16
6. Copy to	Xerox
7. Examined by	Freeman

484-26/16

222

28/1/16

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ  
(ದಂಡಪ್ರಕ್ರಿಯೆ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli, Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವ್ಯತ್ಯಾಸ/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) ಪಿಯಾದುದಾರ / 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 Taluk, 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. ಪಿಯಾದುದಾರ/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 office  
of the  
Magistrate  
Pe 46614  
DPS with our  
embassy  
18/1/16



221

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

(l) ಲಿಂಗ : Male

(m) ಪರ್ಯಾಯದಾರರ ಮುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್ದರೆ  
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,Kanningsham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೋಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿರಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

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

ಕಳುವಾಗಿರುವ / ಬಾಗಿರಾಗಿರುವ ಸ್ವತ್ತುಗಳ ಮೌಲ್ಯ :

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

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು



ಗಾನ್ಯ ನ್ಯಾಯಾಲಯದ 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 ಉಪನೋದಾಣಿಕಾರ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೋಂದಾಯಿತ ಫವರ್ ಟ್ರಸ್ಟ್ ಆರ್ಟಿಫಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೋಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾದೀನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾದೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋದಾಣಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 5550/15-16 ರಂತೆ ಎ3 ರವರಿಗೆ ಕರಾರು ಮಾಡಿಕೊಟ್ಟಿರುತ್ತಾರೆಯೆಂದು ಸದರಿಯವರ ವಿರುದ್ಧ ಕಾನೂನು ಕ್ರಮ ಜರುಗಿಸಬೇಕೆಂದು ನೀಡಿದ ದೂರು.

11. (a) ತೆಗೆದುಕೊಂಡ ಕ್ರಮ:

Investigation

(b) ಪ್ರ.ವ.ವರದಿಯನ್ನು ಪಿಯಾರದಿಯವರಿಗೆ ಅವರದೇ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ

ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟಿಯಾಗಿ 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.

Visited

12. ಪಿಯಾರದಿಯ ಸಹಿ/ ಹೆಚ್ಚಿರಣ 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

*Handwritten Signature*  
ಆರಕ್ಷಕ ಉಪ ನಿರ್ದೇಶಕರು  
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ  
ಬೆಂಗಳೂರು ಸೆಕ್ಷನ್  
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:

<sup>R</sup>  
Mahdusudhan <sup>B.R.</sup>  
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.

Compt present and.  
presented the court-  
u/s 200 of Cr.P.C.  
Perused. Register  
as PCR. Involving  
Section 156(3) of  
Cr.P.C. the court is  
informed to ACP,  
Devanahalli to  
submit report-  
by 20/2/16

Accused

Use  
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.

*Shetya*

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 Same Ananikere 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/- (Rupees 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. DNHD-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/- (Rupees 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.



*Shroter*

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

*Shale*

215

22

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

*Abhishek*

Complainant

*[Signature]*  
Counsel for Complainant

*[Signature]*  
EXAMINER

IN THE COURT

Between  
Mathiasudhan

AND

Murugan

1. S/O  
S/O  
A/O  
Res  
KO

2. A/O  
S/O  
A/O  
R/O  
L/O

De

Date

S

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALI

Private Complaint Register No. /2015

Between:

Mallhusudhan

Complainant

AND

Muniraju K and another

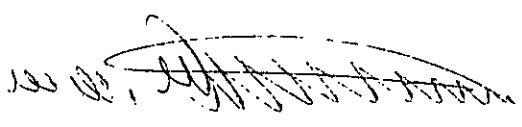
Accused

LIST OF WITNESSES

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, Devnahalli Taluk

Devanahalli

Dated: 21/12/2015



Advocate for Complainant

TRUE COPY

EXAMINER

215A

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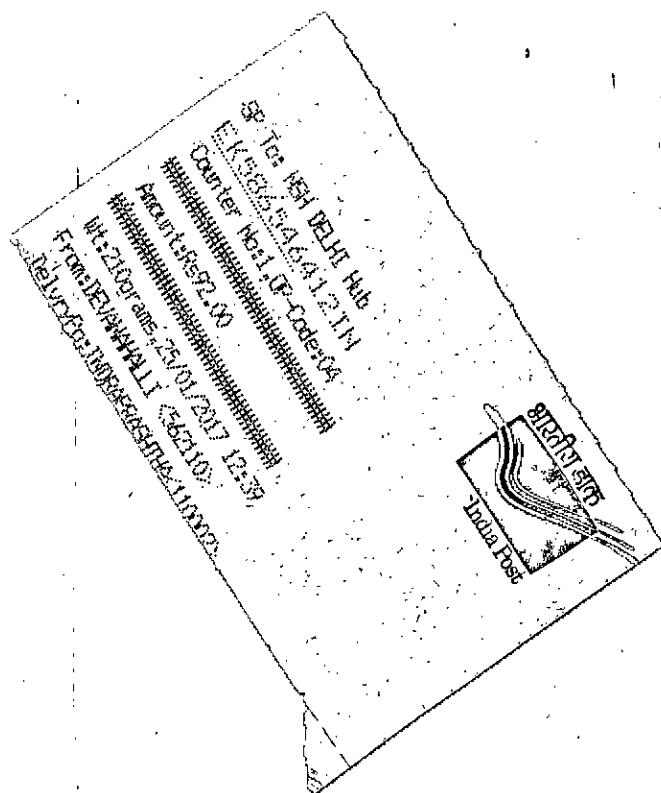


24 A

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





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<sup>1</sup>
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, 6<sup>th</sup> 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,

211  
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

210

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

## OF PROPERTIES:272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EO
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		<a href="#">View</a>	<a href="#">EO1</a>
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		<a href="#">View</a>	<a href="#">EO1</a>
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		<a href="#">View</a>	<a href="#">EO1</a>
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	<a href="#">View</a>	<a href="#">EO1</a>
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	<a href="#">View</a>	<a href="#">EO1</a>
24847-16		M/s NSD 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		<a href="#">View</a>	<a href="#">EO1</a>
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural Distt, KAR	1.325 (1-13) Acres/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasanahalli	22/7 (0-4), 23/0-28), 24/1(0-21), Acres/Gunta	<a href="#">View</a>	<a href="#">EO1</a>
10159-15	532/11 GPA	PACL India Ltd r/o Barakhamba road, New Delhi Authorised person Shreyas Rajanna s/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	1.00 (acre)	Karnataka	Bengaluru Rural	Devanahalli	Anneshwara	132/17 14.001 acre	<a href="#">View</a>	<a href="#">EO1</a>
		PACL India Ltd r/o Barakhamba road, New Delhi Authorised person Shreyas Rajanna s/o Sofia Manzil no 187, RMV II stage, 12th Cross dollars colony, Bangalore 560054, KAR	Prashanthanagar, Devanahalli Taluk, Bangalore Rural Distt, KAR							<a href="#">View</a>	<a href="#">EO1</a>

P 394/13-14 269

**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, 3<sup>rd</sup> 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. Muniraju

Shree



208

ಸಂಖ್ಯೆ: P.3941/2013



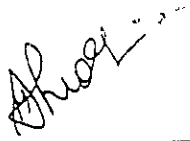
Print Date & Time : 27-07-2013 01:27:52 PM

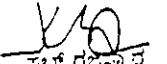
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

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



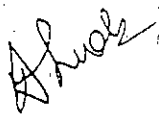


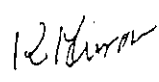
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ವಾಮಿಗ್ ಘಾ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

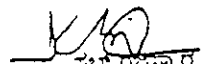
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

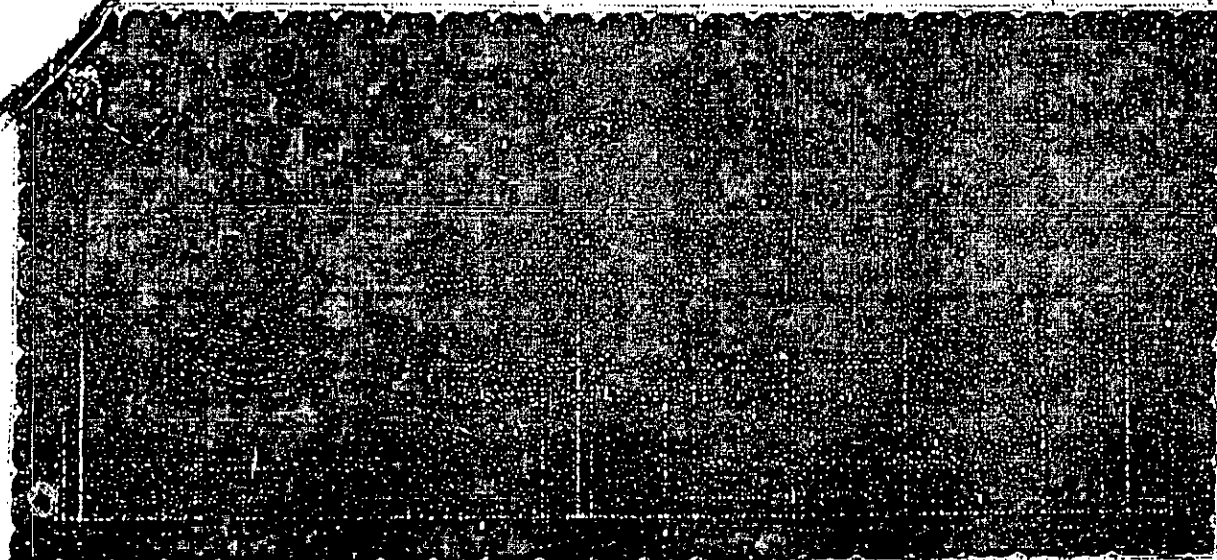
ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆದುಕೊಂಡವರು)			
2	ಮುನಿರಾಜನವ್ವ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರೆದುಕೊಂಡವರು)			

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್



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.

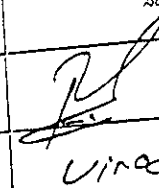
WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.


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

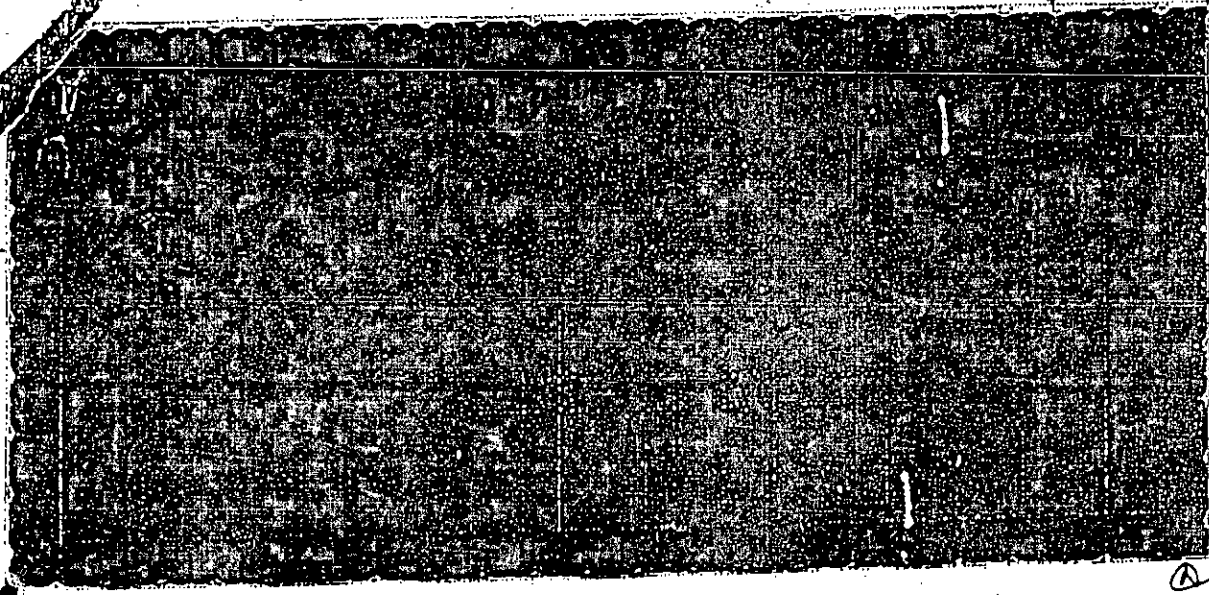
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ದಿನಾ ಕುಂಬ್ಳೆ ಪ್ರಶಾಂತನಗರ, ರೇವಣಹಳ್ಳಿ ಬೊನ್	 Vinod
2	ವಿನೋದ್ ದಿನಾ ಕುಂಬ್ಳೆ ಪ್ರಶಾಂತನಗರ, ರೇವಣಹಳ್ಳಿ ಬೊನ್	

  
 ಸಹಿ ರಜೇಶ್ವರ

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

 2/11/13



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.

*[Handwritten signature]* *[Handwritten signature]*

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
P39.4.1.15-16  
ಕಂಪ. 30.4.



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 ಕುಳ್ಳವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
(ದೇವನಹಳ್ಳಿ)

75

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.

K. Murar Shukla

- 202
- 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

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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

L. Murad

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ಗ್ರಾಮ ಸಮಾನ 9 1359735297 ರೆಕಾರ್ಡ್

ತಾಲ್ಲೂಕು ಮೊಹರು ವರ್ಗೀಕರಣ 0.0 ಕೋಟಿ :-

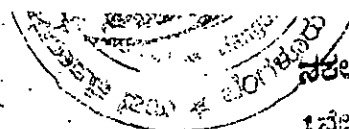
1. ಸರ್ವೆ ಸಂಖ್ಯೆ	3. ಬೇತವಾರು ಎಕರೆ ಗುಂಟೆ ಆ	4. ಕಂದಾಯ ದಿನ
ಒಟ್ಟು ಮೈದಾನ ಪೂಟ್ ಬರಾಬ್ (ಅ) ಪೂಟ್ ಬರಾಬ್ (ಆ) ಉಳಿದದ್ದು	ದತ್ತವಿಲ್ಲ 5.16.00.00 0.16.00.00	(ಅ) ಭೂ ಕಂದಾಯ (ಬಿ) ಜೋಡಿ (ಕ) ಸುಸ್ತುಗಳು (ಡ) ನೀರಿನ ದರ
2. ಹಿಜ್ಜಾ	5.00.00.00	ಒಟ್ಟು

5. ಮುಚ್ಚಿನ ಸಮಾನ	7. ಮರಗಳ ಸಂಖ್ಯೆ	8. ಬೇತವಾರ ಪ್ರಕಾರ ನೀರಾವರಿ
	ಹೆಸರು ಸಂಖ್ಯೆ ಕ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ ಮುಂಗಾರು ಹಿಂಗಾರು ಬ
6. ಪಟ್ಟಾ ಸರ್ಕಾರಿ		

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು			
ವರ್ಷ ಮತ್ತು ಕಾಲ	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸ್ತವಿಕ	ಸಾಗುವಳಿ ಪದ್ಧತಿ	ಗಿ ಮೈ
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್.. ಅಪ್ಪಾಜ್ಜಿ	ಸೈಂತ್	ಎ

ವಿಶ್ವೇಶ್ವರ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK/5538  
18-16



ನರಸೀಪುರ ತಾ. ೧೨೨೨೪ ಪುನಃ ನೋಂದಣಿ  
1ನೇ ಮಹಡಿ ಗ್ರಾಮೀಣ ನಂ. 10299  
5538/15-18  
16-17

(197)

ಈ ದಸ್ತಾವೇಜು... 9... ಭೂಮಿ ಹಂಚಿಕೆಯಾಗಿದೆ.

ಶ್ರೀ ಕೆ. ಕುಮಾರ್  
ಶ್ರೀ ಕೆ. ಕುಮಾರ್

### 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.

*[Signature]*

*12-Munir*

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ಶ್ರೀ ಮುನಿನಜ್ಜಪ್ಪಾ ಸಾಂ  
10299  
16.12

5538/15-16  
ಶ್ರೀ ಮುನಿನಜ್ಜಪ್ಪಾ ಸಾಂ  
ಶ್ರೀ ಮುನಿನಜ್ಜಪ್ಪಾ ಸಾಂ

11

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ಮೊದಲನೇ ಹಾಗೂ ಮುದ್ರಾಂಶ ಇಲಾಖೆ  
Department of Stamps and Registration

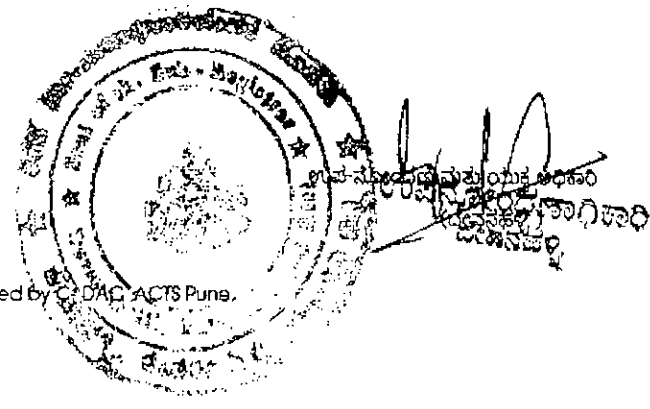
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಶ 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 ಮುದ್ರಾಂಶ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

ಶ್ರೀ : ದೇವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



Designed and Developed by C. D. AG. ACTS Pune.

5538/15/16

03  
16-07

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;

*[Signature]* K Muru

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10.10.2015  
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ಹಿರಿಯ ನೋಟೀಸ್

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಮೆಂ
1	Pramoa S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mohendar S/o Kedar Pandey Tippu Road, Devanahalli Town.	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

ಅಂಚನೇರಿದಾಖಲಾತಿ

(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)

ಅಂಚನೇರಿದಾಖಲಾತಿ

1 ನೇ ವ್ಯವಸ್ಥಿತ ದಸ್ತಾವೇಜು  
ಸಂಖ್ಯೆ DNH-1-05538-2015-16 ಆಗಿ  
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD561 ನೇ ಧರ್ಮಪತ್ರ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ


ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್ (ಅಂಚನೇರಿದಾಖಲಾತಿ)

Designed and Developed by C-DAC, ACTS, Pune

ಅಂಚನೇರಿದಾಖಲಾತಿ  
ದೇವನಹಳ್ಳಿ

5538/15-16 7/16/17

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 aforementioned 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.

 R. K. Sharma

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, 2<sup>nd</sup> 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 : Sanna Amanikere Road;  
South by : Property belongs to Mr. Narasimhaiah.

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~~\_\_\_\_\_~~

~~\_\_\_\_\_~~

**WITNESSES:**

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

(PRATEEK KUMAR)  
SECOND PARTY

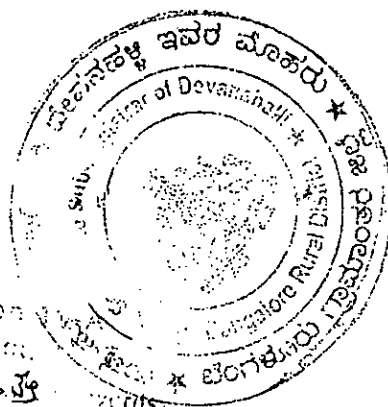
Drafted by me

Admiral KAR 3810/03

ಈ ಬಗ್ಗೆ ಪ್ರಸಿದ್ಧ ವ್ಯಕ್ತಿ

*[Faint handwritten notes at the bottom of the page]*

Certified Under Section 115 of the Income Tax Act, 1961.  
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Rupees ...  
has been ...  
Receipt No. ...  
S/o. D/o. W/o. ...



पुनः पुनः पुनः





5550/15-16

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ನಡಲು ಕ್ರಡಿ... ಪುಟಗಳನ್ನು ಹೊಂದಿದೆ  
1ನೇ ಪುಟದ ನಡಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ... 1.0.3.0.0  
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### AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23<sup>rd</sup> 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;

[illegible]

ಪ್ರಮಾಣ ವತ್

ಕ್ರ. A. Jandardhana Shetty S/o Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ  
ನಗರದಲ್ಲಿ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

மொத்தம் : 12570.00

[illegible]

Designed and Developed by C. DAC, ACTS Pune.

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**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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ಸೂಕ್ತ ರಜಾ ದಿನಗಳಲ್ಲಿ ಇವರ ಕಡ್ಡಾಯ ವಿವರ 23-09-2015 ರಂದು 12:05:09 PM ಗಳಲ್ಲಿ ಈ ಕೆಳಗೆ ಎವರೆಸಿವೆ ಖಾತ್ರಿಮೊದಿಗೆ



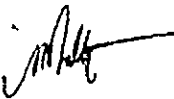


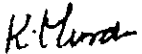
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ಮೊತ್ತ
1	ಮೊಳಕೆಗಿಡೆ ಕುಕ್ಕು	200 00
2	ಹುಕ್ಕುಮೊರೆ ಫೀ	420 00
3	ಬದಿಮುಳ್ಳು ಬಾಳೆ	35 00
	ಒಟ್ಟು	655 00

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

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

ಹಿರಿಯ ಉಪನಂದಕಾರ್ಥಿಗಳು

ಬರಿದುಬಿಲ್ಲುಗೂ(ಮತ್ತು ಪೂರ್ಣ /ಭಾಗಶಃ ಪರಿವಲ ರೂ..... (ರೂಪಾಯಿ)..... ಮುಖ  
ಧಾರಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುವರಿಯನ್ನು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty  (ಬದುಕಿರುವವರು)			
2	Muninonyappa S/o. Late Appa/Jappa Rep by his GPA Holder K. Muniraju S/o. Late Kempanna .  (ಬದುಕಿರುವವರು)			

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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, Devenahalli.

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;

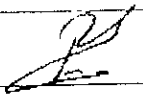

AND WHEREAS the Vendor having assured the Purchaser that they shall sell the Schedule Property only to the Purchaser herein.

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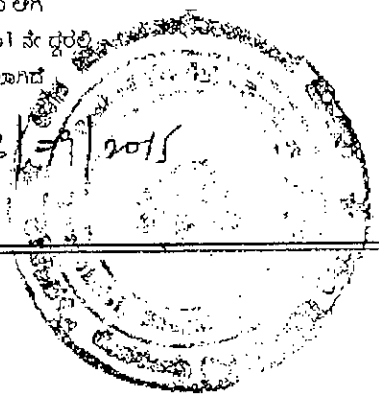
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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Pramod S/o. Kempanna Prashanth Nagar, Devanahalli Town	
2	Mahendra S/o. Kedar Pandey Prashanth Nagar, Devanahalli Town	



ಸಹಿ ರಕ್ಷಾಂಕ  
ಹಿರಿಮೆ ಉಪನಿರ್ದೇಶಕರಿಗೆ

1 ನೇ ಪ್ರಸ್ತುತ ದಸ್ತಾವೇಜು  
ನಂಟು DNH-1-05550-2015-16 ಆಗಿ  
ಸಿ.ಡಿ. ನಂಟು DNHD561 ನೇ ಧರಲಿ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ  
ಎಂ.ವಿ. ಸತೀಶ್  
ಸಹಿ ರಕ್ಷಾಂಕ (ಪ್ರವೇಶಕರು)  
ಹಿರಿಮೆ ಉಪನಿರ್ದೇಶಕರಿಗೆ



**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. 50,000/- (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



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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.
- K. M. ...*
- [Signature]*

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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. Muran

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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.

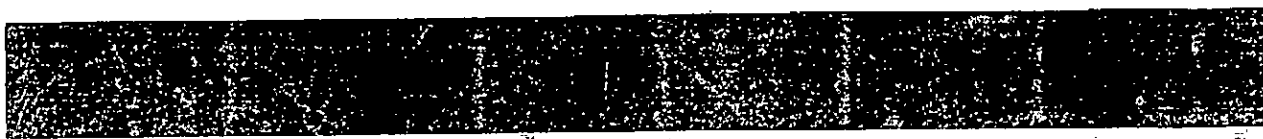
SCHEDULE PROPERTY

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.

*[Signature]*

*K. Muran*



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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) *[Signature]*  
DUL

*[Signature]*

VENDOR

(Rep. GPA Holder K. Muniraju)

2) *[Signature]*  
DUL

*[Signature]*

PURCHASER

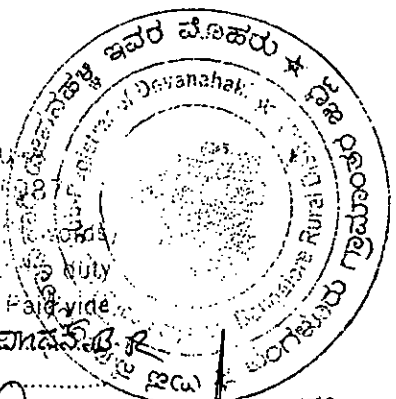
Drafted by Me

*[Signature]*  
A.V. Narasimha Reddy  
Advocate  
No-121, 1<sup>st</sup> Floor, Amar Tower,  
Gandhinagar,  
Bangalore - 560009.

ಈ ಸಲಹೆ ತುರ್ತು ಸಂದರ್ಭದಲ್ಲಿ  
ಸರಿಯಾಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸುವುದು ಕ್ಕೆ ಮುಖ್ಯವಾದದ್ದು. B.R.  
ಸರಿಯಾಗಿ ಅರ್ಜಿ ಸಲ್ಲಿಸಿದ ದಿನಾಂಕ 24/09/16-17  
ಮಾಲು ಸೇವೆಯಾದ ದಿನಾಂಕ 04/10/16/17  
ಮಾಲು ಸೇವೆಯಾದ ದಿನಾಂಕ 04/10/16/17  
ಮಾಲು ಸೇವೆಯಾದ ದಿನಾಂಕ 04/10/16/17  
ಮಾಲು ಸೇವೆಯಾದ ದಿನಾಂಕ 04/10/16/17

Certificate Under Section 10  
of the Karnataka Stamp Act, 1987

Certified that the amount of Rs. 10,300/-  
Rupees has been Collected at the SRO, [Location] and the duty  
has been Collected at the SRO, [Location] and the duty  
Receipt No. [Number] dated [Date] and the duty  
S/o/D/o W/o [Name] Residing at [Address]



*[Signature]*

*[Signature]*

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. 14/12 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, 3<sup>rd</sup> 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, 12<sup>th</sup> 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:

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, 2<sup>nd</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

No. of corrections :

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 1<sup>st</sup> 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 1<sup>st</sup> Defendant herein has executed the alleged Agreement of Sale in favour of the 2<sup>nd</sup> Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2<sup>nd</sup> Defendant acting as a General Power of Attorney holder of the 1<sup>st</sup> 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. In spite 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,  
2<sup>nd</sup> Block, Koramangaia,  
Bangalore-560 034

...PETITIONER

AND

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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> 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

AND

**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

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, 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent herein. The 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent. I submit that I am not a party to the proceedings before the 2<sup>nd</sup> 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 BEFORE ME

Bangalore,

Date:

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

AND

**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 1<sup>st</sup> and 2<sup>nd</sup> 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, 2<sup>nd</sup> 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:

1/NO 450/0  
25/02/06

159

off 002

UNION OF INDIA  
GOVERNMENT OF INDIA  
MINISTRY OF DEFENSE  
OFFICE OF THE SECRETARY  
NEW DELHI

1. The undersigned is pleased to inform you that the following documents have been received from you for the purpose of the above mentioned project.

2. The documents are being examined by the competent authorities and the results will be communicated to you as soon as they are available.

3. The documents are being kept in the custody of the undersigned for the purpose of the above mentioned project.

4. The undersigned is pleased to inform you that the following documents have been received from you for the purpose of the above mentioned project.

1/1/06  
The DPs submitted  
8/16/06 in compliance  
of the order of  
the Hon'ble Secy

TRUE COPY

EXAMINER

153

1. Copy applied on 25/02/16  
2. Receiving Sheet issued to be  
Produced  
3. Copy  
14/03/16  
27/02/16  
27/02/16  
27/02/16  
Xerox  
(Hemmi)

88-26/16

152

28/1/16

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ  
(ದಂಡಪ್ರಕ್ರಿಯೆ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ &amp; JMFC, Devanahalli, Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವ್ಯತ್ಯಾಸ 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) ಪಿಯಾರ್‌ದುದಾರ / ಬಾಪ್ಪೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

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

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Taluk, 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 ಅದರ ಆ ಪೊಲೀಸ್ ಠಾಣೆಯ ಹೆಸರು :

ಜಿಲ್ಲೆ :

5. ಪಿಯಾರ್‌ದುದಾರ/ಬಾಪ್ಪೀದಾರ :

(a) ಹೆಸರು : Madhusudhan

ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37

(c) ವೃತ್ತಿ : Farmer

(d) ಧರ್ಮ :

(e) ಜಾತಿ :

(f) ಫಾಕ್ಸ್ :

(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 office  
of the  
Pe H 661 if  
IPS with our  
signature  
18/1/16



199

①

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

Mahdusudhan <sup>R</sup> 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,  
Kanningsham Road, Bangalore 560052.

Compt present and  
presented the court-  
u/3200g CrPC.  
Perused - Register  
as P.C.R. Involving  
Section 156(2) of  
CrPC the court is  
satisfied to ACP,  
Devanahalli to  
submit report-  
u/ 20/2/16

Accused

2/12/15

**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.

*Shetya*



148  
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 Ananikere 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/- (Rupees 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/- (Rupees 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.

*Alhady*

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

Shaba

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

*Alakes*

Complainant

*[Signature]*  
Counsel for Complainant

*[Signature]*  
EXAMINEE

IN THE COURT

Between  
M. Alakesudha

AND  
Municipal

1. S/O  
S/O  
A/C  
Res  
K

2. A/C  
S/O  
A/C  
R  
K

Devan

Devan

5

to knock or was  
as in same  
at Bangalore  
under sections  
of Code, 1860  
this Honble  
of criminal  
interest the  
to protect  
delivery of

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

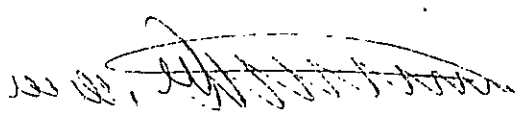
Between  
Muthusudhan Complainant  
AND  
Munragu K and another Accused

LIST OF WITNESSES

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, Devnahalli Taluk

Devanahalli

Dated: 21/12/2015



Advocate for Complainant

TRUE COPY

EXAMINER

144

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10103116

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04102116

07102116

Xerox

Prima

## AUCTION OF PACL PROPERTIES

143

GUEST

## SEARCH DOCUMENT

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

Show Properties

View Selected Properties

## OF PROPRTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EO
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infropromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
24747-16	ATS 5062/11-12 & GPA 44/11-12	M/s Sunshine Infropromoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infropromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infropromoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22		
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infropromoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25		
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			
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthnagar, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural Distt, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Prasannaahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta		
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		
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, Bantore.	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanahalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta		

To,

Dt: 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, 6<sup>th</sup> 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,

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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

OF PROPERTIE(S):272

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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			
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
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		
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		
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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		
10194-15	11249/10 AGR	PACL India Limited r/o Barakhamba Road, New Delhi. Auth Person Haseeb Rashid Talwar r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony, Bangalore	K. Muniraju s/o late Kenganna r/o Prashanthnagar, Devanahalli Town, Devanahalli Karnataka	5.75 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannanamikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre Gunta		

P 394/13-14

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**ABSOLUTE SALE DEED**

ನವರೂಪ ಬಿ.ಎಸ್.ಎಸ್. ಸಂಸ್ಥೆ  
ಇದೇ ಪ್ರಕಾರ ನವರೂಪ ಬಿ.ಎಸ್.ಎಸ್. ಸಂಸ್ಥೆ  
P.394.1  
13-14

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, 3<sup>rd</sup> 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. Muniraju

Shor




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

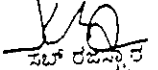
ರಸ್ತಾಪೇಟಾ ಸಂಖ್ಯೆ : P-3941

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ 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	ಸ್ಯಾನ್ರಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು	49655.00

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

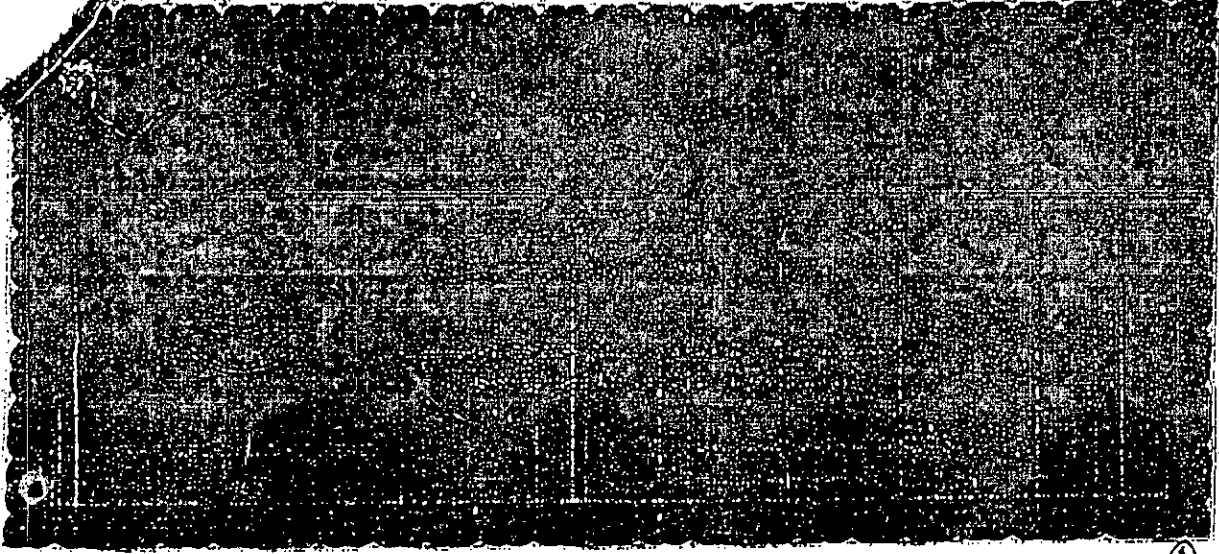
ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂದನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆದುಕೊಂಡವರು)			
2	ಮುನಿರಾಜನವ್ವ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ಪಡೆದಿರುವ ಕೆ. ಮುನಿರಾಜು (ಬರೆದುಕೊಂಡವರು)			

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್



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.

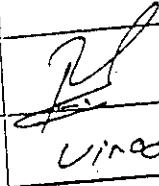
WHEREAS after obtaining the sale permission the said Sri. Narayanappa sold the Schedule Property in favour of one Sri. Anil Kumar Gupta for a valuable consideration in two difference Deeds of Sale bearing Document Nos. DNH-1-02020/1994-95 and Document No.DNH-1-02064/1994-95 both of Book-I and dated 02-12-1994 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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4. 13-10-13  
P. 3941/13-10  
ಗುರುತಿಸುವವರು

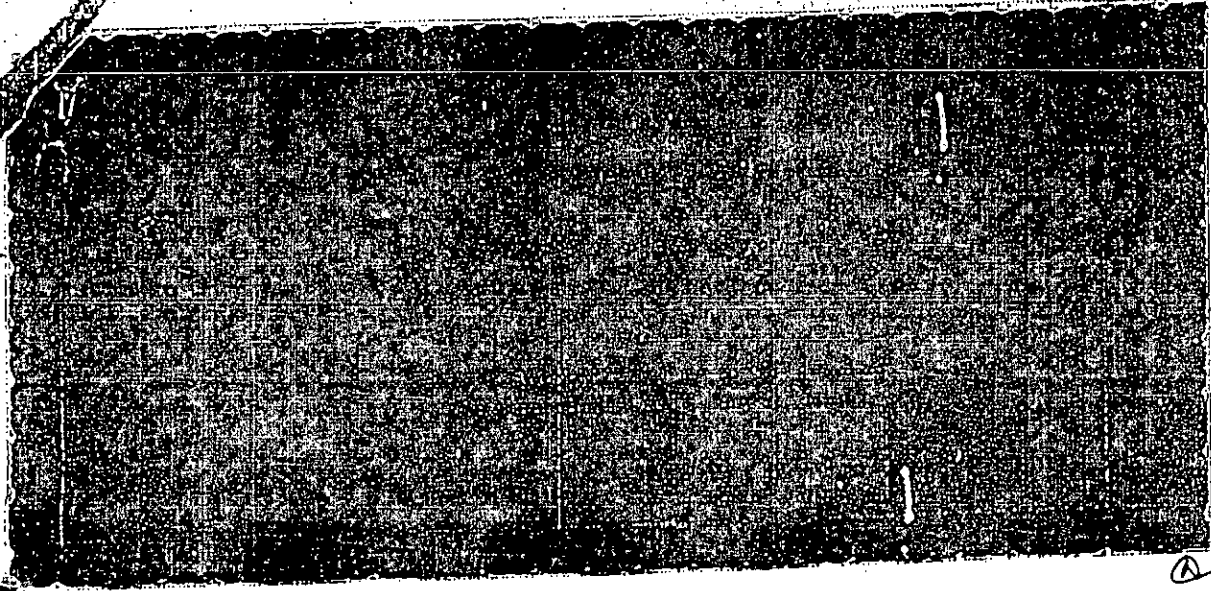
ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ದಿನ್ ಕೆಂಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಚೌನ್	 Vinod
2	ವಿನೋದ್ ದಿನ್ ಕೆಂಟಪ್ಪ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಚೌನ್	

  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

  
22/10/13



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.

*[Signature]*

*[Signature]*



132

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
P394.1.13/14  
10.07.2013



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

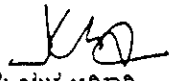
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

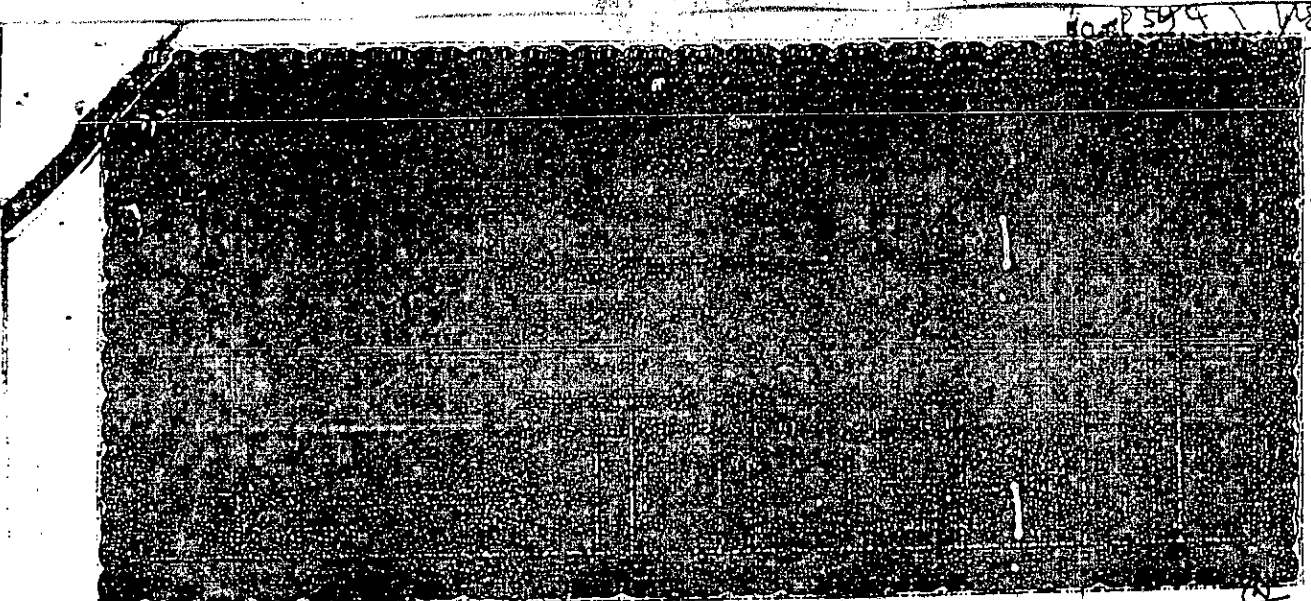
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ, ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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 ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ  
(ದೇವನಹಳ್ಳಿ)

10-2594 / 131  
35

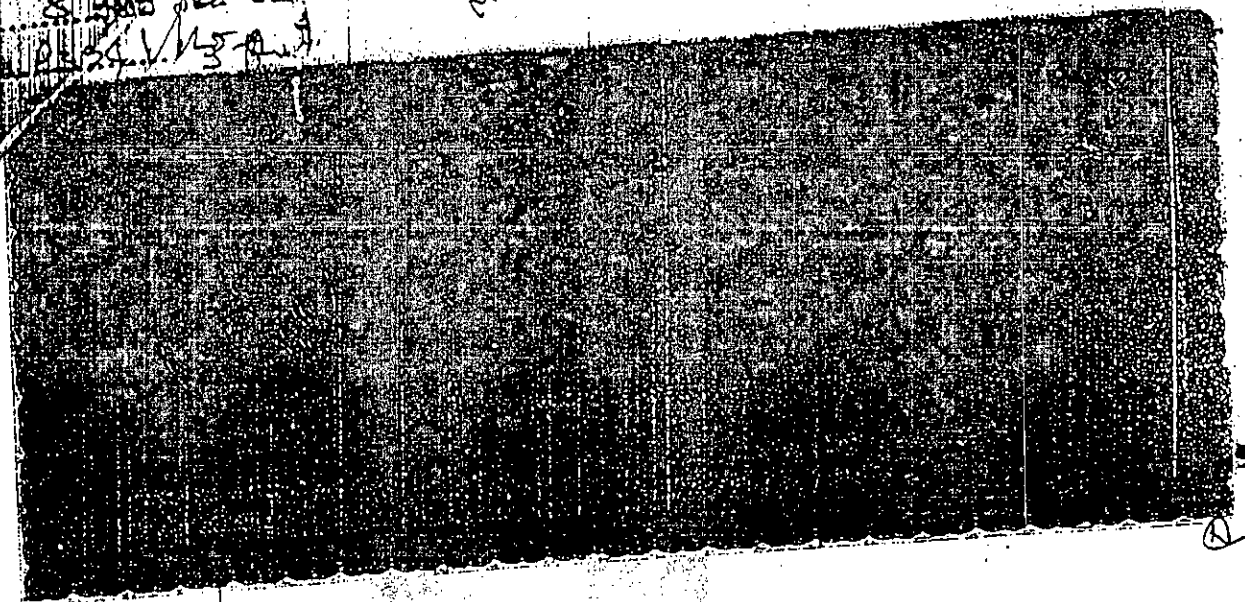


WHEREAS the Vendor has extended out and assured unto the Purchaser the following:

- 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.
- K. Murthy*      *Shukla*

8.4.15 per car  
24.1.15 per car

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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;

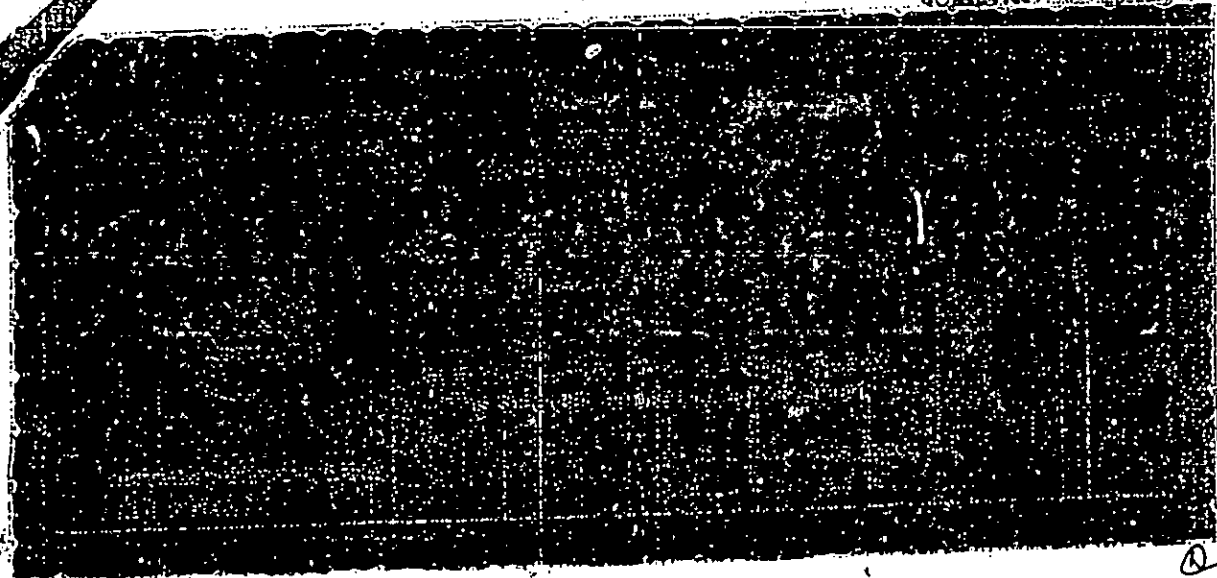
WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

**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

K. M. ...

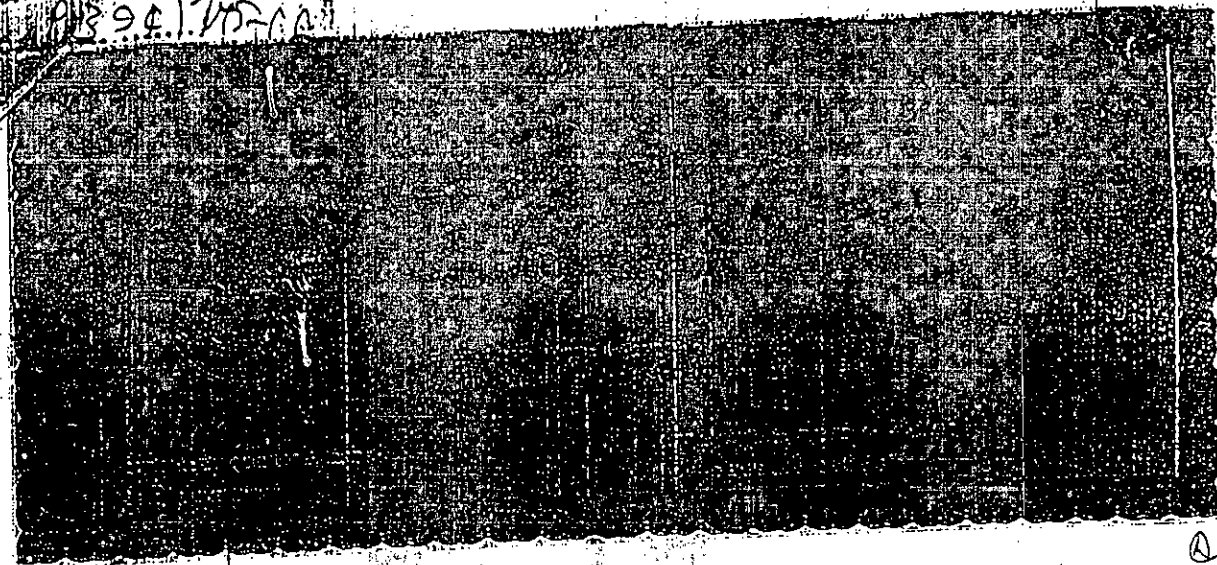


income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

- 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

L. Muru

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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

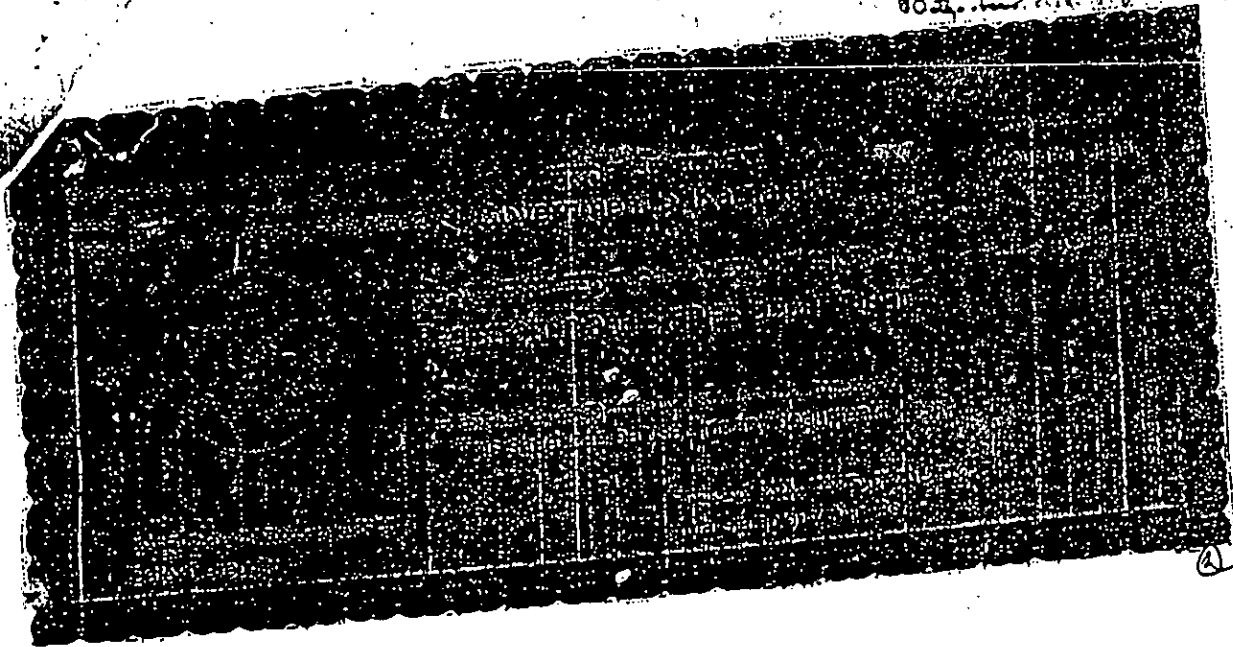
ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

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

*R. Murthy*

*Shree*

104. 2394. 115-16



39

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. *[Signature]*  
Devanahalli

*[Signature]*  
(MUNINANJAPPA)

**VENDOR**  
Rep. by his Regd. GPA Holder  
Sri. K. MUNIRAJU

2. *[Signature]*  
Devanahalli

*[Signature]*  
(B. R. MADHU SUDHAN)  
**PURCHASER**

Drafted by:

*[Signature]*  
Muniraju (K. 2.586)

104. 2394. 115-16  
104. 2394. 115-16  
104. 2394. 115-16  
104. 2394. 115-16  
104. 2394. 115-16

*[Signature]*

*[Signature]*  
ಬೆಂಗಳೂರು

ಬೆಂಗಳೂರು

ಗ್ರಾಮ ಸಮೂಹ 1 3 5 9 7 3 5 2 9 7 ರೆಕಾರ್ಡ್ ಆಫ್  
ತಾಲ್ಲೂಕು ಮೊಹರು ತಾಲ್ಲೂಕು ಮೊಹರು ಹೋಬಳಿ

1. ಸರ್ವೆ ಸಂಖ್ಯೆ	3. ಪೇಶವಾರು ಎಕರೆ ಗುಂಟೆ ಅ	4. ಕಂದಾಯ ಕನಿಷ್ಠ
ಒಟ್ಟು ಮೈದಾನ ಪೂಟ್ ಖರಾಬ್ (ಅ) ಪೂಟ್ ಖರಾಬ್ (ಆ) ಉಳಿದದ್ದು	ದೊಡ್ಡನಹಳ್ಳಿ 0.00.00 0.16.00.00	(ಅ) ಭೂ ಕಂದಾಯ (ಬ) ಜೋಡಿ (ಕ) ಸಮಗಲು (ಡ) ನೀರಿನ ದರ
2. ಹಿಟ್ಟು	5.00.00.00	ಒಟ್ಟು

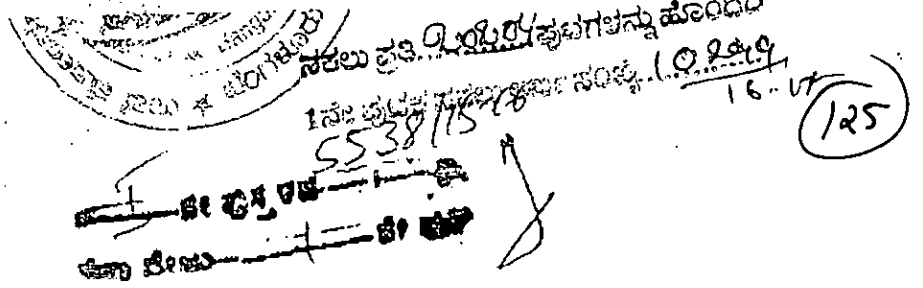
5. ಮುಜ್ಜಿನ ಸಮೂಹ	7. ಮರಗಳ ಸಂಖ್ಯೆ	8. ಪೇಶವಾರ ಪ್ರಕಾರ ನೀರಾವರಿಯ ಮೈದಾನ				
ಕೆಸರು	ಸಂಖ್ಯೆ	ಕೆ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು
ಕೆಂಪು						
6. ಪಟ್ಟಾ						
ಕರ್ನಾಟಕ						

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಜಿಯ ವಿವರಗಳು				
ವರ್ಷ ಮತ್ತು ಕಾಲ	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸ್ತವಿಕ	ಸಾಗುವಳಿ ಪದ್ಧತಿ	ಗೇಜಿಯ ವಿವರ	
1	2	3	4 ಮೈದಾನ ಎ ಗುಂ	5 ಗುಂ
2015-2016 ಮುಂಗಾರ	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್. ಅಪ್ಪಾಪ್ಪ	ಪೈಂಚ		

ಮೈದಾನ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ

BK/5538  
18-16

ಈ ದಸ್ತಾವೇಜು... 9... ಭೂಸ್ವಾಮಿ ಹೊಂದಿದೆ.



## 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 Appujappa,  
Aged about 52 Years,  
Residing at Maralubagilu,  
Ward No.9, Devanahalli,  
Bangalore Rural District.

Represented by his Registered GPA Holder

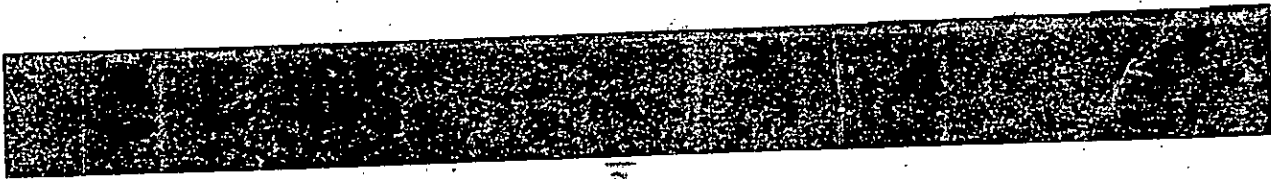
**Sri. K. MUNIRAJU,**  
Aged about 48 Years,  
Son of Late Sri. Kempanna,  
No.366, Matadahalli,  
R T Nagar Main Road,  
Bangalore - 560 032.

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.

*[Signature]* 12-11-2015





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ಶ್ರೀ ಕೃಷ್ಣ  
ಶ್ರೀ ಮುನಿರಾಜು ಸಾಹು

1/

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

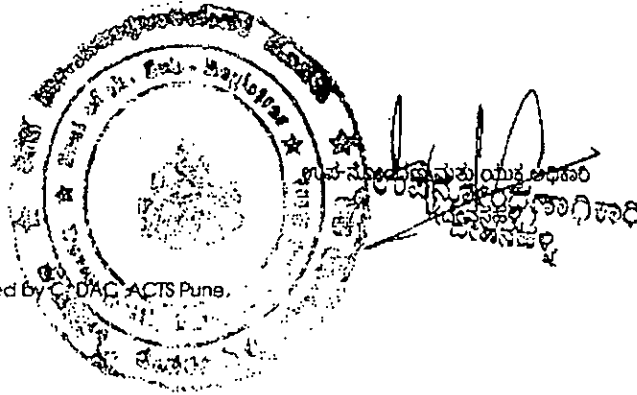
ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Srl. Muninanjappa S/o Late Appajappa Rep by GPA Holder Srl. 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 : ಗೋವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



Designed and Developed by C-DAC ACTS Pune.



5538/15/16.

299

16-7

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;

*[Signature]* K. Muru

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

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ಕರ್ತೃವರ ಸಂಖ್ಯೆ : 5538

ಕರ್ತೃವರ ಹೆಸರು : ಕೆ. ಮುನಿರಾಜು

ಸಹಿ ರಜಸ್ತಾ ರ ದೇವನಪಳ್ಳಿ ರವರ ಕೆಠೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕವೊಂದಿಗೆ



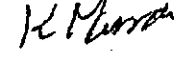



ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಮೊಂಡವೆ ಶುಲ್ಕ	200.00
2	ಪ್ಯಾನಿಂಗ್ ಶುಲ್ಕ	315.00
3	ನರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	550.00

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

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

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ಉಪನೋದ್ಯೋಗಿ ಕಾರಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Sri. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆದುಕೊಂಡವರು)			
2	Sri. Prateek Kumar S/o Pratul Kumar Rep by SPA Holder Mr. B. Nagrajappa . (ಬರೆದುಕೊಂಡವರು)			

ಸಹಿ ರಜಸ್ತಾ ರ  
ಉಪನೋದ್ಯೋಗಿ ಕಾರಿ

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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;

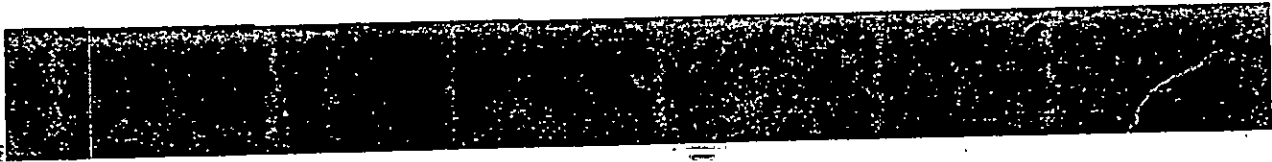
**WHEREAS** the Parties have thought it fit and convenient to record the cancellation of the Agreement to Sell dated 05-05-2011 in writing;

C

**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.

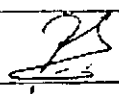
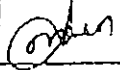
 K. Muniraju



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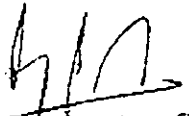
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1	Pranada S/o Kempanna Prashanth Nagar, Devanahalli Town.	
2	Mahendar S/o Kedar Pandey Ippu Road, Devanahalli Town.	

  
ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್


ಅಂಚನೋಂದಣಾಧಿಕಾರಿ

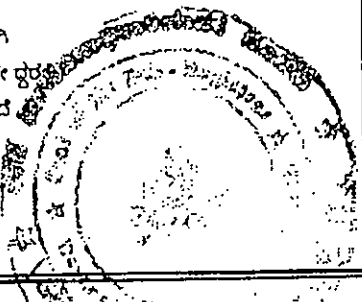
(This Cancelled Vide Document No. 530/2011-12, Book-1, and Stored in CD No. 223, Dt: 05-05-2011 at the Sub Registrar Devanahalli)

  
ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

ಅಂಚನೋಂದಣಾಧಿಕಾರಿ

1 ನೇ ಪುಟದ ದಸ್ತಾವೇಜು  
ನಂಟರ DNH-1-05538-2015-16 ಅನಿ  
ಖ.ಡಿ. ನಂಟರ DNHD561 ವೇ ಧರ್ಮಪುರಾಣ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ

  
ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್ (ರೇವನು)



Designed and Developed by C-DAC, ACTS, Pune

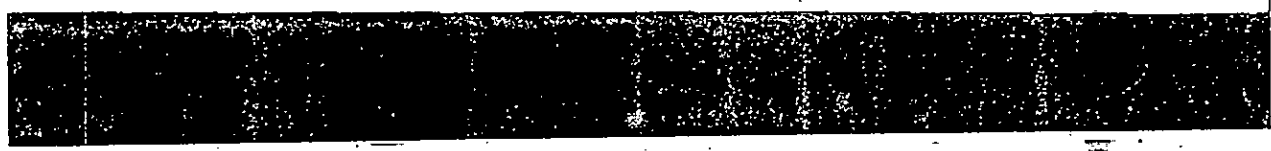
ಅಂಚನೋಂದಣಾಧಿಕಾರಿ  
ದೇವನಹಳ್ಳಿ



Handwritten notes and stamps at the top of the page, including a date stamp "05-05-2011" and a reference number "5538/15-16".

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 aforementioned 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.

Handwritten signatures of the parties, including a signature that appears to be "K. Murad".



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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, 2<sup>nd</sup> 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 : Sanna Amanikere Road;  
South by : Property belongs to Mr. Narasimhaiah.

*[Signature]* 12/11/12

SS 38/15-16

~~\_\_\_\_\_~~


WITNESSES:

1. When of the party  
Due

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

Q

*[Signature]*

2.  s/o/cyrum  
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(PRATEEK KUMAR)  
SECOND PARTY

Drafted By:

Grafted by me

Admiral KAR 3810fB

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of the Court

Certified :

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S/o.D/g W/c

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Bill Paid vide  
S. No. 100/2005  
Date 10/10/2005

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### AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23<sup>rd</sup> 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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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

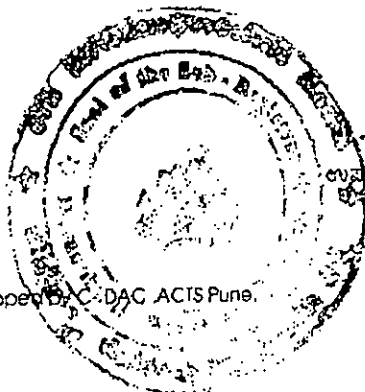
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ A. Jonardhona Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ  
ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಸ್ಥಿರೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಬಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash

ಒಟ್ಟು : 12570.00

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
ದಿನಾಂಕ : 23/09/2015  
(ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC ACTS Pune.

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**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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ಸಹಿ ರಜಸ್ತಾ ರ ದೇವಸಹಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

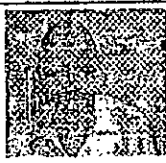




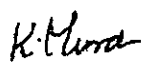
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	ಒಟ್ಟು :	655.00

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

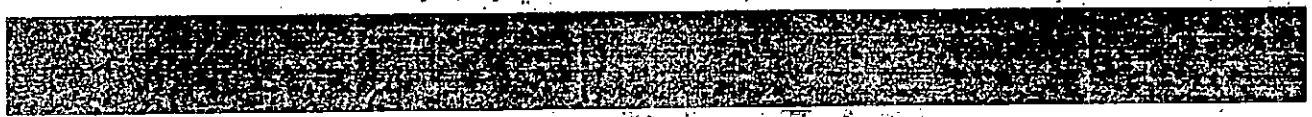
ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಹಿ ರಜಸ್ತಾ ರ  
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ಬಹುಶೋಧಿಸಿದ್ದಾಗಿ(ಮತ್ತು ಪೋರ್ನ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ..... (ರೂಪಾಯಿ)..... ಮುಖ  
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1	A. Janardhana Shetty S/o. Late Sankappa Shetty . (ಒಲೆಸಿಂಪವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Muniraju S/o. Late Kempanna . (ಒಲೆಸಿಂಪವರು)			

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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.

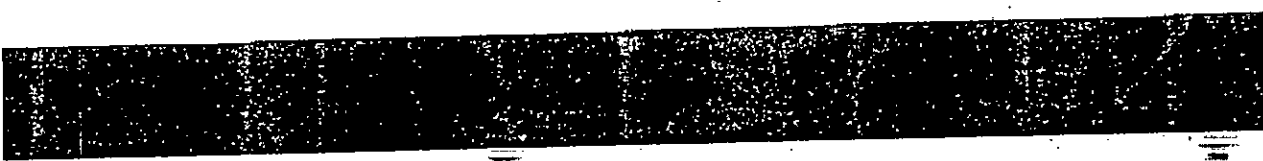
AND WHEREAS the Vendor has decided to dispose off the Schedule Property have offered to sell the same to the Purchaser making the following representations to the Purchaser:

- (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.

*[Signature]* *K. Murad*



॥ श्रीगणेशाय नमः ॥

Designed and Developed by C-DAC, ACIS, 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

*[Signature]*

*K. Murmu*



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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.
- John*  
*K. H. H.*

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;

*[Signature]*

*K. M. Munda*

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5550/104  
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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.

WITNESSES:

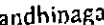
1) 28/01/2020

*K. Muniraju*  
VENDOR  
(Rep. GPA Holder K. Muniraju)

2) Spiegelbildprinzip  
DnL

  
PURCHASER

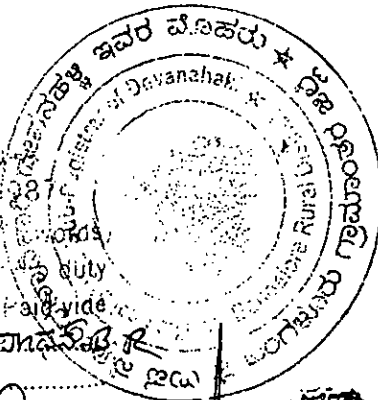
**Drafted by Me**

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

ಪರಿಶೀಲಿಸಿದವರು ಪ್ರ. ಮುತ್ತುರಾಮ್ B.R. of the  
 ಪರಿಶೀಲಿಸಿದ ದಿನಾಂಕ 24/09/16-17 Page 8 of 8  
 ಪರಿಶೀಲಿಸಿದ ದಿನಾಂಕ 04/10/16/17 Rupees.....  
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Certified Under Section 11  
of the Alaska Stamp Act.

Certified that \_\_\_\_\_ has been collected at the SDC \_\_\_\_\_  
 Page 8 of 8 Rupees \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 S/o/D/o W/o \_\_\_\_\_ Residing at \_\_\_\_\_



**ಅಧಿಕಾರಿ ಸಹಿ**

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,

residing at No.366,  
K.M.P. Arcade, 3<sup>rd</sup> 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, 12<sup>th</sup> 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:



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, 2<sup>nd</sup> 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.

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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

No. of corrections

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 1<sup>st</sup> 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 1<sup>st</sup> Defendant herein has executed the alleged Agreement of Sale in favour of the 2<sup>nd</sup> Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2<sup>nd</sup> Defendant acting as a General Power of Attorney holder of the 1<sup>st</sup> 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. In spite 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,

2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of neighbours 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



(88)

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, 2<sup>nd</sup> 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:

[Signature]

[Signature]

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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> 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 2<sup>nd</sup> Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent herein. The 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent. I submit that I am not a party to the proceedings before the 2<sup>nd</sup> 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 BEFORE ME

Bangalore,

Date:

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 1<sup>st</sup> and 2<sup>nd</sup> 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, 2<sup>nd</sup> 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 45816

25/02/06

11/11/07  
Rd/Joemman

(82)

3) 20/02/06

1. The following information is provided for your information:  
2. The following information is provided for your information:  
3. The following information is provided for your information:

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23. The following information is provided for your information:  
24. The following information is provided for your information:

81

1. Copy applied on	25/02/16
2. Receiving Office	14/03/16
3. Copy	27/02/16
4. Copy	27/02/16
5. Copy	27/02/16
6. Copy	27/02/16
7. Copy	27/02/16
8. Copy	27/02/16
9. Exam	27/02/16

*Handwritten signature: [Signature]*

28/1/16

80

28/1/16

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ  
(ದಂಡಪ್ರಕ್ರಿಯೆ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli, Devnahalli

ಪೊಲೀಸ್ ಠಾಣೆ : Devanahalli PS

1. ಜಿಲ್ಲೆ : Bengaluru city ವ್ಯತ್ಯಾಸ/ಉಪ ವಿಭಾಗ : Devanahalli Sub-Division  
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) ಪಿಯಾರ್‌ದುದಾರ / ಬಾಪ್ಪೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

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

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :  
Sub Register Office, Devanahalli Taluk, 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. ಪಿಯಾರ್‌ದುದಾರ/ಬಾಪ್ಪೀದಾರ :

(a) ಹೆಸರು : Madhusudhan

(b) ವಯಸ್ಸು : 37

(d) ಧರ್ಮ :

(f) ಫಾಕ್ಸ್ :

(h) ದೂರವಾಣಿ :

(j) ಪಾಸ್ ಪೋರ್ಟ್ ಸಂಖ್ಯೆ :

ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(c) ವೃತ್ತಿ : Farmer

(e) ಜಾತಿ :

(g) ಇ-ಮೇಲ್ :

(i) ರಾಷ್ಟ್ರೀಯತೆ : India

ನೀಡಿದ ದಿನಾಂಕ :

Received  
on 18.1.16 at  
5.30 p.m. in  
the open  
court house,  
PE HBB 14  
JPS with our  
emblem  
18/1/16

(79)

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

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರ ಮುದ್ದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಕೊಂಡಿದ್ದರೆ  
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,Kanningsham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೋಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳುವಾಗಿರುವ / ಬಾಗಿಲಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

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

ಕಳುವಾಗಿರುವ / ಬಾಗಿಲಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

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

10. ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು



ನ್ಯಾಯಾಲಯದಿಂದ ಬಂದ ಪಿಸಿಆರ್ ನಂ 639/15 ನ್ನು ಪರಿಶೀಲಿಸಿ ಮಾಡಲಾಗಿ ಎ1 ಆರೋಪಿಯು ಎ2 ಆರೋಪಿಯಿಂದ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ, ದೇವನಹಳ್ಳಿ ತಾಲ್ಲೂಕು, ಸಣ್ಣ ಅಮಾನಿಕೆರೆ ಗ್ರಾಮದ ಸರ್ವೆ ನಂ 25 ರಲ್ಲಿ 5.00 ಎಕರೆ ಜಮೀನನ್ನು ತಾಲ್ಲೂಕು ಉಪನೋಂದಾಣಿಕಾ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೋಂದಾಯಿತ ಭವರ್ ಅರ್ಬ್ ಅಪಾರ್ಸಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೋಂದಾವಣೆ ಮಾಡಿ ತನ್ನಿಂದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾದೀನಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾದೀನಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಹೀಗಿರುವಾಗ ಎ1 ಆರೋಪಿಯು ತನಗೆ ಮೋಸ ಮಾಡುವ ಉದ್ದೇಶದಿಂದ ಸದರಿ ಜಮೀನನ್ನು ದಿ:23.09.2015 ರಂದು ದೇವನಹಳ್ಳಿ ಉಪನೋಂದಾಣಿಕಾ ಕಛೇರಿಯವರ 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 ಪರ್ಯಾಯವರಿಗೆ ಅವರದೇ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ

> ಅದರ ಪ್ರತಿಯನ್ನು ವ್ಯಕ್ತಿಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆಗೆ ಸ್ಥಳಕ್ಕೆ ಭಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ

157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visitted

12. ಪರ್ಯಾಯ ಸಹಿ/ ಹೆಚ್ಚರಿಕೆ 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

ತಾಣಾಧಿಕಾರಿಯ ಸಹಿ

*Nandish*  
ಅರಣ್ಯಕ ಉಪ ನಿರ್ದೇಶಕರು  
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ  
ಬೆಂಗಳೂರು ಸ್ಥಾನ  
ಹೆಸರು: NANDISH - PSI

TRUE COPY

ಪರೀಕ್ಷಿಸಿದ  
EXAMINER

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 Ananikere 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/- (Rupees 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/- (Rupees 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.

*Aluol*

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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. DNII-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

*Shale*

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

*Alok*

Complainant

*[Signature]*  
Counsel for Complainant

*[Signature]*  
EXAMINER

IN THE COURT

Between  
Muthusudhan

AND  
Muthusudhan

1. S/O  
S/O  
Ag  
Res  
KO

2. S/O  
S/O  
Ag  
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KO

Devan  
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to knock or assault  
in same  
Taluk, Bangalore  
under sections  
of Code, 1860  
this Honble  
Court of criminal  
interest the  
to protect  
delivery of

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALI

Private Complaint Register No. /2015

Between:  
Muthusudhan Complainant  
AND  
Muniraju K and another Accused

LIST OF WITNESSES

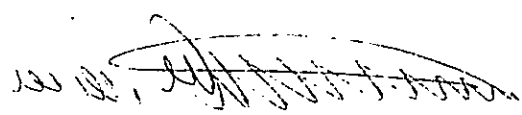
to  
under  
in Penal  
them and  
the

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, Devnahalli Taluk

namt

Devanahalli

Dated: 21/12/2015

  
Advocate for Complainant

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EXAMINER



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# 71 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

AMOUNT

AREA

STATE

DISTRICT

TEHSIL

VILLAGE

SURVEY NO

MODE CASH/CHEQUE

Show

View Selected Properties

OF PROPRTIE(S):272

MR No	S. DEED NO	DETAILS_OF_BUYER	DETAILS_OF_SELLER	AREA	STATE	DISTRICT	TEHSIL	VILLAGE	SURVEY NO	View Document	Submit EO
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			
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			
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infrapromoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE			
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		
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		
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			
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Basakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthanagar, Kasaba Hobli, Devanahalli Taluk, Bangalore 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		
10189-15	532/11 GPA	PACL India Ltd r/o Basakhamba 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		
9914-15	1249/10 AGR	PACL India Limited r/o Basakhamba Road, New Delhi, Auth Person Harun Rashid Talwai r/o Sofia Manzil No. 187, RMV II Stage, 12th Cross Dollars Colony Bangalore	K. Muniraju s/o late Kempanna r/o r/o Prashanthnagar, Devanahalli Town, Devanahalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sammananikere	210(2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta		

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, 6<sup>th</sup> 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,

62  
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

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 EO
24745-16	ATS 635/11-12 & GPA 97/11-12	M/s Sunshine Infra-promoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		<a href="#">View</a>	<a href="#">EOI</a>
24747-16	ATS 5062/11-12 & GPA 441/11-12	M/s Sunshine Infra-promoters Pvt Ltd & Mr. Prateek Kumar	NAGARAJAPPA		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		<a href="#">View</a>	<a href="#">EOI</a>
24749-16	ATS 874/11-12 & GPA 006	M/s Sunshine Infra-promoters Pvt Ltd & Mr. Prateek Kumar	CHINNAPPA & OTHERS		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE		<a href="#">View</a>	<a href="#">EOI</a>
24754-16	ABSOLUTE SALE DEED 531/11-12	M/s Sunshine Infra-promoters Pvt Ltd & Mr. Prateek Kumar	K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	22	<a href="#">View</a>	<a href="#">EOI</a>
24755-16	ATS 530/11-12 & GPA 003	M/s Sunshine Infra-promoters Pvt Ltd & Mr. Prateek Kumar	MUNINANJAPPA & K. MUNIRAJU		Karnataka	Bengaluru Rural	KASABA HOBLI, DEVANHALLI TALUK, BANGLORE	SANNA AMANIKERE	25	<a href="#">View</a>	<a href="#">EOI</a>
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		<a href="#">View</a>	<a href="#">EOI</a>
10156-15	1079/11	PACL India Ltd r/o 7th floor, Gopal Das Bhawan, 28, Barakhamba Road, New Delhi-110001 Authorised person Shreyas Rajanna s/o T.N Rajanna r/o 187, Sofia Manzil, 12th Cross, Dollars Colony, Bangalore, KAR	C. Narayanaswamy s/o Late Munichowdappa & Others, r/o Prashanthnagar, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural Dist, KAR	1.325 (1-13) Acre/Gunta	Karnataka	Bengaluru Rural	Devanahalli	Pmsanahalli	22/7 (0-4), 23(0-28), 24/1(0-21), Acres/Gunta	<a href="#">View</a>	<a href="#">EOI</a>
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	<a href="#">View</a>	<a href="#">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, Devanahalli Karnataka	5.775 (5 Acre 31 Gunta)	Karnataka	Bengaluru Rural	Devanahalli	Sannamanikere	210 (2.39), 211 (1.13), 212/1 (1.19) Acre/Gunta	<a href="#">View</a>	<a href="#">EOI</a>

P. 394/13-14 5230 ಎಲೆಕ್ಟ್ರಿಕ್ (65)  
29

**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, 3<sup>rd</sup> 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. Muniraju

Shree

(64)

ಸಂಖ್ಯೆ: P-3941/2013



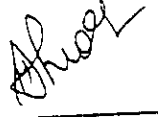
Print Date & Time : 27-07-2013 01:27:52 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-3941

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






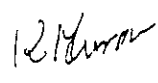
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ವೆ
1	ಮೊಂದಣಿ ಶುಲ್ಕ	49000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	55.00
4	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
5	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	49655.00

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

ಹೆಸರು	ವೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ			

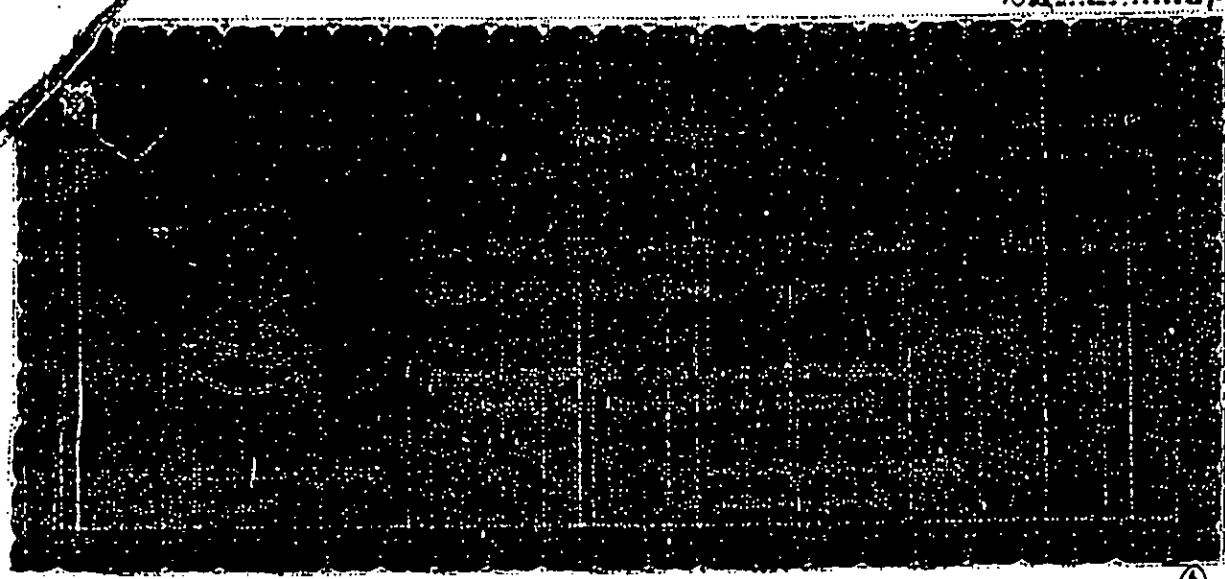
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ (ಬರೆದುಕೊಂಡವರು)			
2	ಮುನಿಲಾಜಿನವ್ವ ಇವರ ಜಿ.ಪಿ.ಎ ಅಧಿಕಾರ ವಹಿವಾಟು (ಬರೆದುಕೊಂಡವರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

302 P.394.748-18



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.

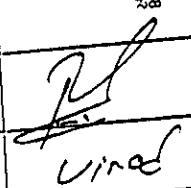
WHEREAS the said Sri. Narayanappa obtained the permission from Thasildar, Devanahalli to sell the Schedule Property in LRF.CR. No.302 dated 16-10-1994.


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.

12 March

(62)


4  
ಸಂಖ್ಯೆ P.3941/13-14  
ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ಪ್ರಮೋದ್ ದಿನ್ ಕುಟುಂಬ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	 Vinod
2	ವಿನೋದ್ ದಿನ್ ಕುಟುಂಬ ಪ್ರಶಾಂತನಗರ, ದೇವನಹಳ್ಳಿ ಟೌನ್	

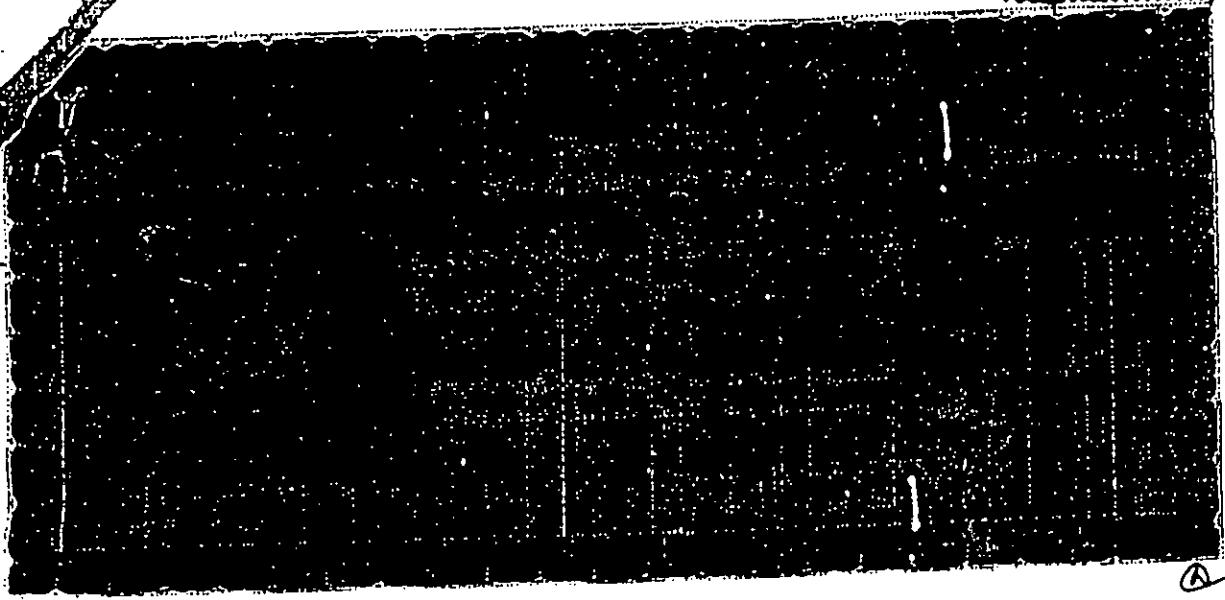
  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಅಪಮೌಲ್ಯ ತನಿಖೆಗಾಗಿ ದಸ್ತಾವೇಜನ್ನು ಅಮಾನತ್ತಿನಲ್ಲಿಡಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

 22/11/13





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.

*12 Murari* *Shankar*

6. ಸುಬ್ಬರಾಜು ಅಪ್ಪ  
 ಸಂಖ್ಯೆ P3941.15-16



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
 ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
 Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕೆಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ ಬಿ.ಆರ್. ಮಧುಸೂಧನ್ ಬಿನ್ ಬಿ.ಎನ್ ರಾಮಮೂರ್ತಿ, ಇವರು 276850.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

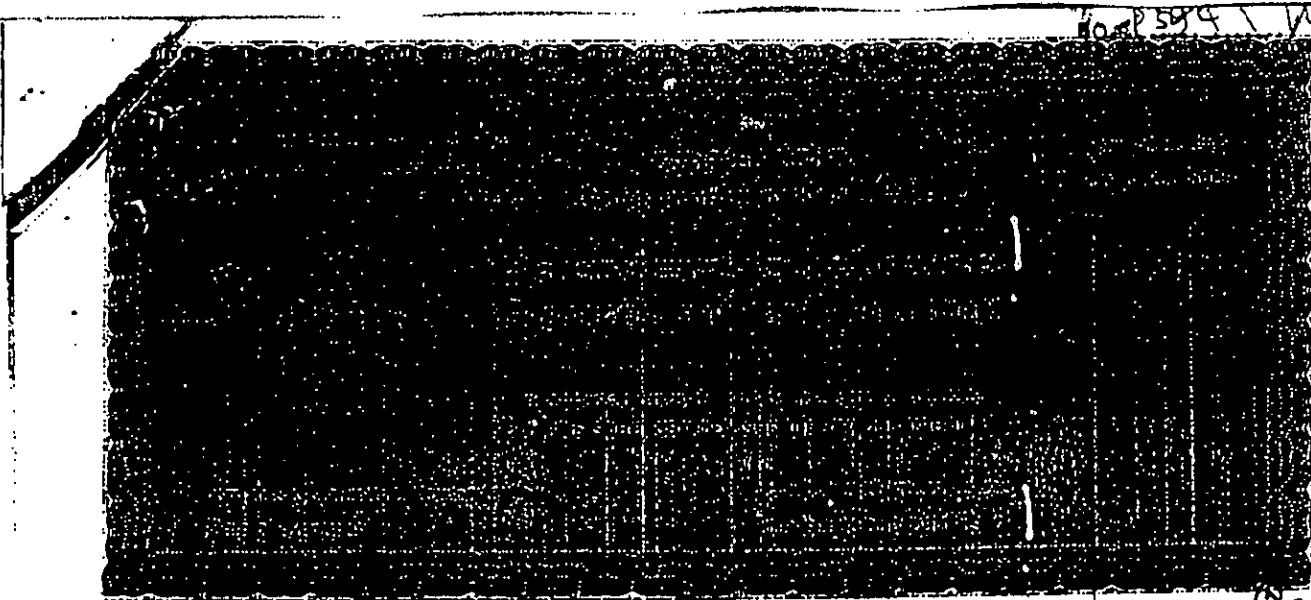
ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	276850.00	ಡಿಡಿ ಸಂ. 075926, ದಿನಾಂಕ : 26/07/2013, ಕೆನರಾ ಬ್ಯಾಂಕ್., ಹೆಬ್ಬಾಳ ಶಾಖೆ, ಬೆಂಗಳೂರು
ಒಟ್ಟು :	276850.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 27/07/2013

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ  
 (ದೇವನಹಳ್ಳಿ)

59  
35



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.

K. Murthy Shukla

- 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;

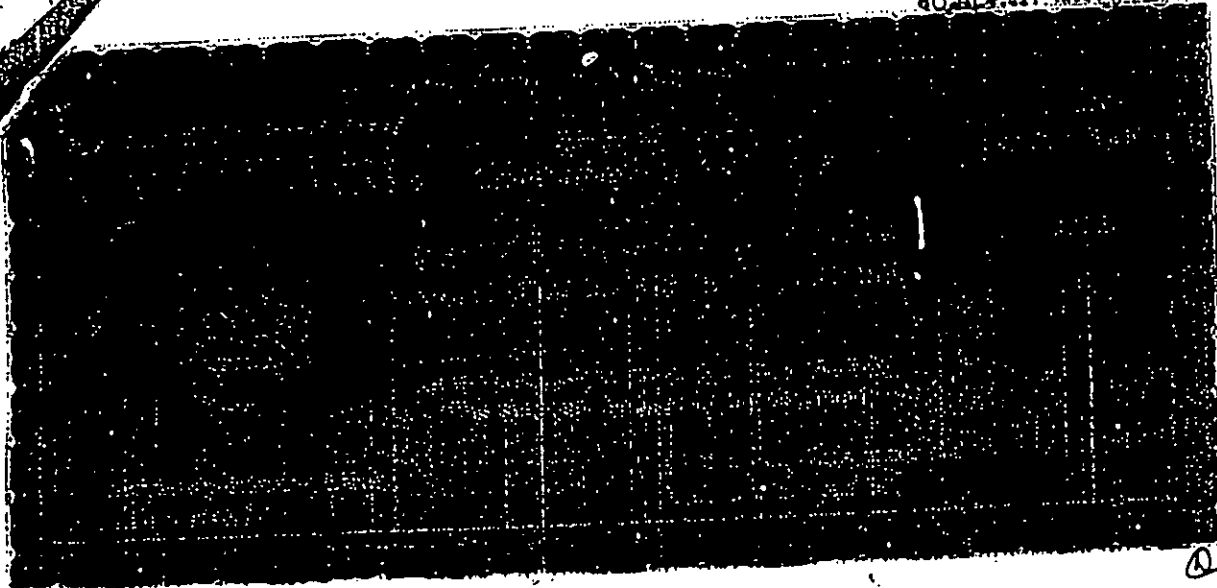
WHEREAS the Purchaser herein, who has paid the entire agreed sale consideration to the Vendor, has sought the execution of the sale deed. Whereas the Vendor has agreed and come forward to execute the sale deed in favour of the Purchaser herein and hence this deed of sale.

**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, hereditaments 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

K. M. M. A. A. A.

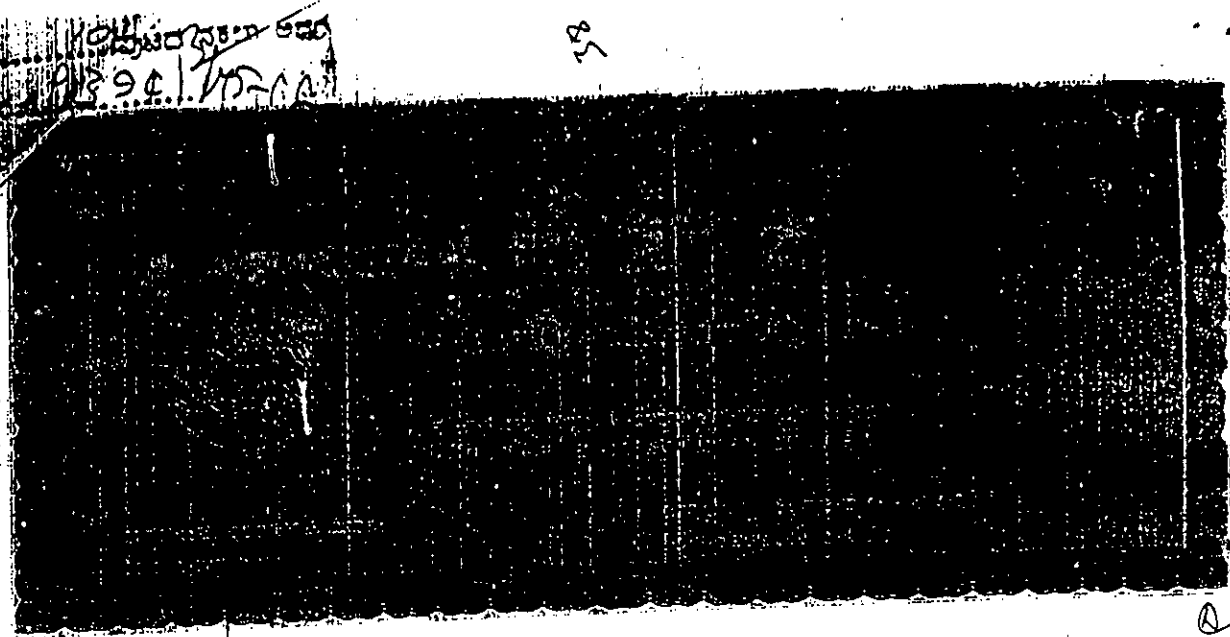


income and profits there from, as absolute owner, without any interference or disturbance by the Vendor or his predecessors-in-title or any one claiming through or under him or any person claiming any legal title thereto;

- 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

*L. Murd*

*Shukla*



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

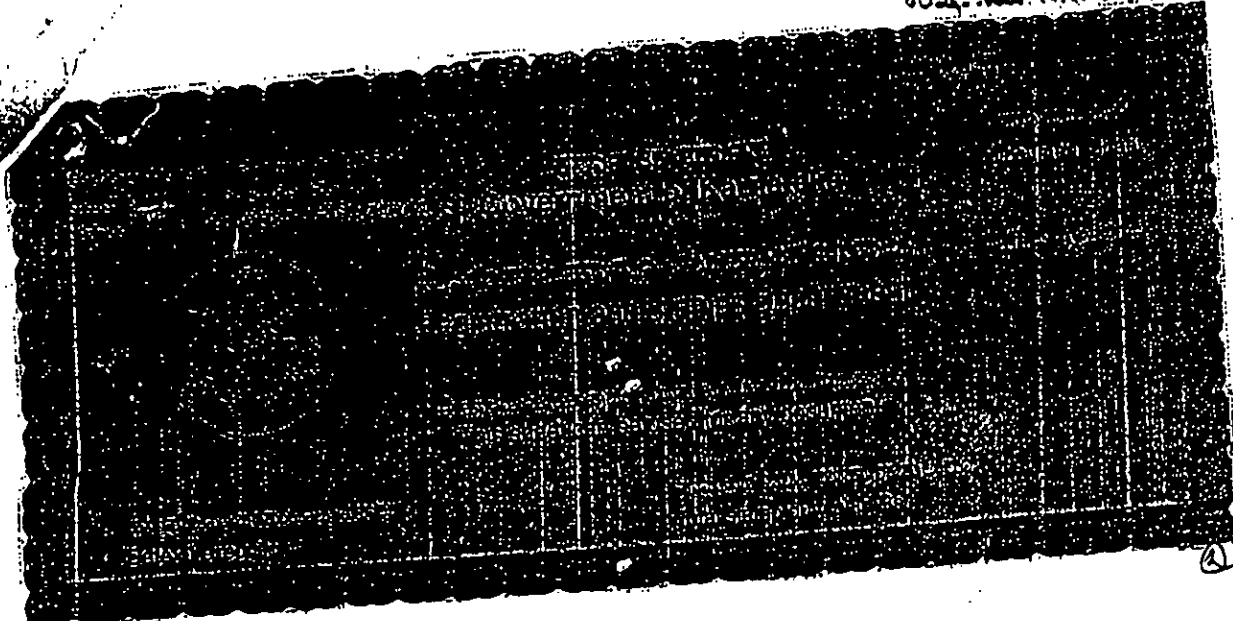
ALL THAT PIECE AND PARCEL OF Agricultural Land bearing **Sy. No.25** measuring to an extent of **05 (Five) Acres (And also 16 Guntas of Kharab Land)**, situated at **Sanna Amanikere Village**, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

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

*R. Murthy*

*A. Mohan*

1394/115-16



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. *[Signature]*  
S/o K. K. K. K.  
Devanahalli.

*[Signature]*  
(MUNINANJAPPA)  
**VENDOR**  
Rep. by his Regd. GPA Holder  
Sri. K. MUNIRAJU

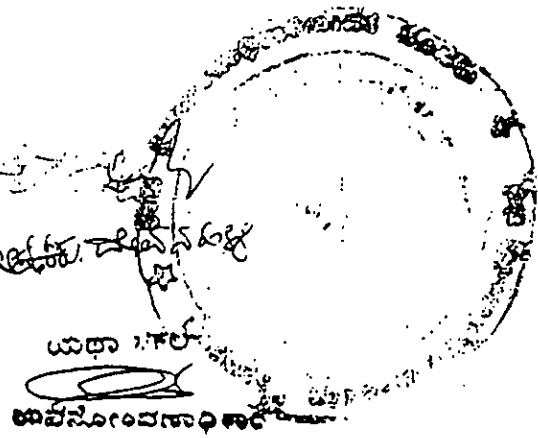
2. *[Signature]*  
S/o K. K. K. K.  
Devanahalli

*[Signature]*  
(B. R. MADHU SUDHAN)  
**PURCHASER**

Drafted by:

*[Signature]*  
Muniraju K. K. K. K.

17/02/16  
17/02/16  
17/02/16  
17/02/16  
17/02/16



ದೇವನಹಳ್ಳಿ

1. ಸರ್ವೆ ನಂಬರು	3. ಬೇತೆಮಾರು ಒಟ್ಟು ಮೈದಾನ ಪೂಜೆ ಖರಾಬ್ (ಅ) ಪೂಜೆ ಖರಾಬ್ (ಆ) ಉಳಿದದ್ದು	ಎಕರೆ ಗುಂಟೆ ಆ	4. ಕಂದಾಯ (ಅ) ಭೂ ಕಂದಾಯ (ಬಿ) ಜೋಡಿ (ಕ) ಸಮಗಲು (ಡಿ) ನೀರಿನ ದರ	5. ಕಂದಾಯ			
	5.00.00.00 0.16.00.00			9.05			
2. ಹಿಡ್ಡಾ	5.00.00.00		ಒಟ್ಟು				
5. ಮುಜ್ಜಿನ ನಮೂನೆ	7. ಮರಗಳ ಸಂಖ್ಯೆ	8. ಬೇತೆಮಾರು ಪ್ರಕಾರ ನೀರಾವರಿ ಯುಕ್ತ ಮೈದಾನ					
	ಹೆಸರು	ಸಂಖ್ಯೆ	ಶ್ರ. ಸ.	ನೀರಾವರಿ ಮೂಲ	ಮುಂಗಾರು	ಹಿಂಗಾರು	ಬಾಗಾಯ್ತು
6. ಪಟ್ಟಾ							
7. ಕಾರ್ತಿ							

12. ಸಾಗುವಳಿ ಮತ್ತು ಗೇಣಿಯ ವಿವರಗಳು				
ವರ್ಷ ಮತ್ತು ಕಾಲ 1	ವ್ಯವಸಾಯಗಾರನ ಹೆಸರು ಮತ್ತು ವಾಸ್ತವ್ಯ 2	ಸಾಗುವಳಿ ಪದ್ಧತಿ 3	ಗೇಣಿಯ ವಿವರ	
			ಮೈದಾನ 4	ಗುಣ 5
2015-2016 ಮುಂಗಾರು	ಮುನಿನಂಜಪ್ಪ - ಲೇಟ್. ಅಪ್ಪಾಪ್ಪ	ಸ್ವಂತ		

ವಿಸ್ತೀರ್ಣ ಎಕರೆ ಮತ್ತು ಗುಂಟೆಗಳಲ್ಲಿ



BK/5538  
15-16

ಸಹಿ ಪ್ರತಿ. 9.09.15 ಭವಾನಿ ಹೊಂದಲು  
1ನೇ ಪ್ರತಿ. ಸಹಿ ಪ್ರತಿ. ಸಂಖ್ಯೆ. (0.99.15)  
5538/15  
16-17  
(53)

ಈ ದಸ್ತಾವೇಜು... 9... ಭವಾನಿ ಹೊಂದಿದೆ.

**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.

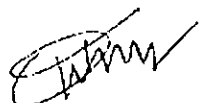
Represented by his Registered GPA Holder

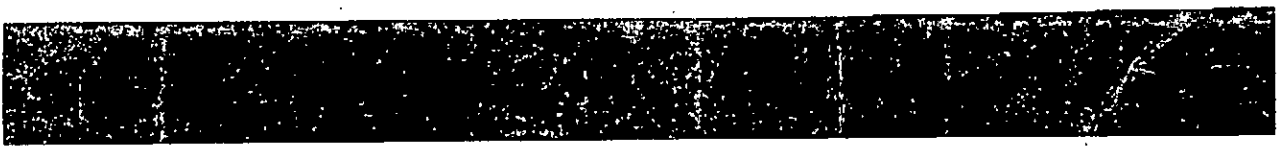
**Sri. K. MUNIRAJU,**  
Aged about 48 Years,  
Son of Late Sri. Kempanna,  
No.366, Matadahalli,  
R T Nagar Main Road,  
Bangalore - 560 032.

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.

 12/9/15



52

ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ ಸಾಂ. ಅಪ್ಪಾಜ್ಜಾ  
10999  
16. 12

5538/15-76  
ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ ಸಾಂ. ಅಪ್ಪಾಜ್ಜಾ  
ಶ್ರೀ. ಮುನಿನಾಜ್ಪಾ ಸಾಂ. ಅಪ್ಪಾಜ್ಜಾ

1

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ಮೊದಲಣ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

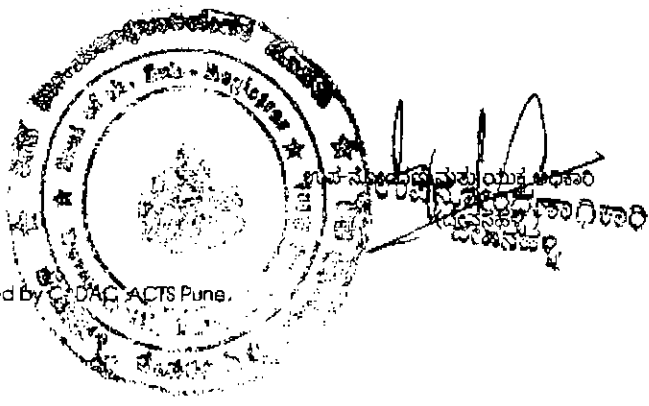
ಪ್ರಮಾಣ ಪತ್ರ

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 ಕುಳ್ಳವಾಗಿ ಪಾವತಿಯಾದುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

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

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



Designed and Developed by C-DAC ACTS Pune.

5538/15-16

03  
16-07

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;

*[Signature]* *KMunda*

04  
Print Date & Time : 23-09-2015 12:00:06 PM

5538/1576 L



ಮಾನ್ಯತೆ : 5538

ಮಾನ್ಯತೆ : 5538

ಸರ್ಕಾರಿ ರಸ್ತೆ ದೇವನಹಳ್ಳಿ ರಸ್ತೆ ಸಂಚಾರಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 10:55:19 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕವೊಂದಿಗೆ



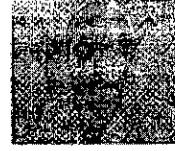

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಮೊಂಡಿನ ಶುಲ್ಕ	200.00
2	ಪ್ಯಾನಿಂಗ್ ಫೀ	315.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	550.00

ಶ್ರೀ SRI. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna ಇವರಿಂದ ಹಾಜರಾದ ಮಾಹಳುಟ್ಟಿದರೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ SRI. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna			K. Muniraju

ಶ್ರೀ ರಸ್ತೆ  
ಉಪನಿರ್ದೇಶಕರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	SRI. Muninanjappa S/o Late Appajappa Rep by GPA Holder Sri. K. Muniraju S/o Late Kempanna . (ಬರೆದುಕೊಂಡವರು)			K. Muniraju
2	SRI. Prateek Kumar S/o Pratul Kumar Rep by SPA Holder Mr. B. Nagarajappa . (ಬರೆದುಕೊಂಡವರು)			Prateek

ಶ್ರೀ ರಸ್ತೆ  
ಉಪನಿರ್ದೇಶಕರು

(99)

5538/15-16

05-05-2011  
10/09  
16-17


**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;

Q



**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. Muniraju



5538/1516


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

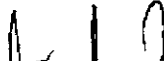
સચીવશ્રી

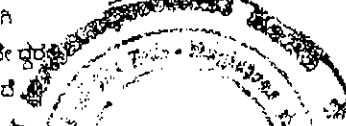
CONFIDENTIAL

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

412  
ಉಪನಿರ್ದೇಶಕರಾಗಿ

  
1 ನೇ ಹಂತದ ಬೆಂಚು  
ಸೆಂಬರ DNH-1-05538-2015-16 ಅಗ  
ಕ.ಡಿ. ಸೆಂಬರ DNHD561 ವೇ ದ್ವರ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ಮೊಂಡಾಯಿಸಲಾಗಿದೆ

  
ಪಿ.ಬಿ. ರಾಜೇಶ್ವರಿ (ಪ್ರವರ್ತಕ)



Designed and Developed by C-DAC, ACTS, Pune

ದೇವನಹಳ್ಳಿ.

(47)

FILED 05-05-2011  
65538/15-16 7/16/17  
7-16-17

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 aforementioned 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.

*[Signature]* K. Huma

(46)



Q2...  
12299...  
16-57

5538/15-16  
3-1-11

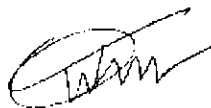
11/

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, 2<sup>nd</sup> 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 : Sanna Amanikere Road;  
South by : Property belongs to Mr. Narasimhaiah.

 12/11/12



5538/1516  
~~...~~  
~~...~~

10499  
1617  
(45)

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

WITNESSES:

1. *[Signature]*  
Dul

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

*[Signature]*

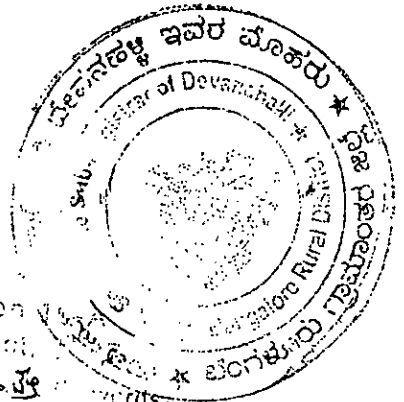
2. *[Signature]*  
Dul

(PRATEEK KUMAR)  
SECOND PARTY

Drafted By:

Drafted by me

*[Signature]*  
(NARAYAN K. RAO V)  
Admiral KAR 3810/13



ಈ ನಡುವೆ ತೃಪ್ತಿಗಾಗಿ ತೆರಿಗೆ

ತೆರಿಗೆ ಪಾವತಿಯಾಗಿ 3.2  
94109116/17  
94109116/17  
*[Signature]*  
1/1/2017

Certified Under Section  
of the  
Certified  
Rupees  
has been  
Receipt No.  
S/o. D/o. W/o.  
Residing at

*[Signature]*  
*[Signature]*  
ವಸತಿ

ಶ್ರೀ ಕೆ 5550/15-16

ಈ ವಸ್ತುವನ್ನು 11 ಕ್ಕೆ ವಸ್ತುವನ್ನು ವಹಿಸಲಾಗಿದೆ.

ನಕಲು ಪ್ರತಿ... 103.00  
1ನೇ ಪ್ರತಿ ನಕಲು ಅರ್ಜಿ ಸಂಖ್ಯೆ... 103.00  
16-17

(94)

5550/15-16  
ಶ್ರೀ ಕೆ 5550/15-16  
ಶ್ರೀ ಕೆ 5550/15-16

N

### AGREEMENT TO SELL

This **AGREEMENT TO SELL** is executed on the 23<sup>rd</sup> 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.

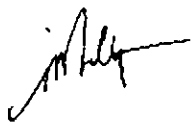
**Represented by his Registered GPA Holder**  
Mr. K. Muniraju,  
S/o. Late Kempanna,  
Aged about 45 years,  
R/at Prashanthnagar,  
Devanahalli Town,  
Bangalore Rural District.

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;



K. Muniraju

(43)

10300  
16-11  
5500  
16-11

ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

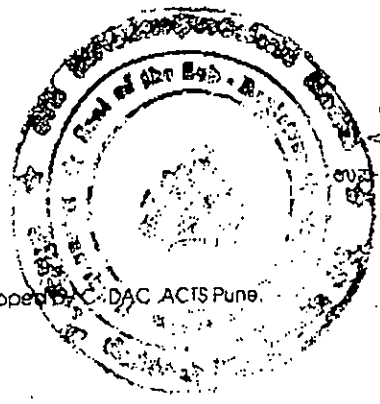
1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty , ಇವರು 12570.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಪರಿಶೀಲಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಖಾತೆಯ ವಿವರ
ನಗದು ರೂಪ	12570.00	Paid in Cash

ಒಟ್ಟು : 12570.00

ಸ್ಥಳ : ಬೀವನಹಳ್ಳಿ  
ದಿನಾಂಕ : 23/09/2015



ಇವು ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಲಾಗಿದೆ  
(ಬೀವನಹಳ್ಳಿ)

Designed and Developed by C-DAC ACTS Pune.

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**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-

*[Signature]*

*K. Muniraju*




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ಶ್ರೀ ಶಂಕರ ಕುಮಾರ್  
ಶ್ರೀ ಶಂಕರ ಕುಮಾರ್

ಸಹಿ ರಜಸ್ವಾರ್ ರ ದೇವನಹಳ್ಳಿ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 23-09-2015 ರಂದು 12:05:09 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸುವ ಶುಲ್ಕದೊಂದಿಗೆ






ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ವೆಂಕಟೇಶ ಶೆಟ್ಟಿ	200.00
2	ಪ್ರಾಣೇಶ್ ಶಿವ	420.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	35.00
	ಒಟ್ಟು :	655.00

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

ಹೆಸರು	ಪೋಟೊ	ಹೊರಟು ಗುರುತು	ಸಹಿ
ಶ್ರೀ A. Janardhana Shetty S/o. Late Sankappa Shetty			

ಸಹಿ ರಜಸ್ವಾರ್  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೋರ್ /ಫಾಗೆಡ್ ಪ್ರತಿಪಲ ರೂ..... (ರೂಪಾಯಿ).....ಮುಟ  
ದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಪೋಟೊ	ಹೊರಟು ಗುರುತು	ಸಹಿ
1	A. Janardhana Shetty S/o Late Sankappa Shetty . (ಬರೆದುಕೊಂಡವರು)			
2	Muninanjappa S/o. Late Appajappa Rep by his GPA Holder K. Muniraju S/o. Late Kempanna . (ಬರೆದುಕೊಂಡವರು)			K. Mura

ಸಹಿ ರಜಸ್ವಾರ್  
ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರು

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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, registered 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.

*[Signature]*

K. Murad

(39)



ಹಾ.ವಿ.ಸಂ.ದ ಸಹಾಯಕ ಅಧ್ಯಕ್ಷರು


ಗುರುತಿಸುವಿಕೆ - 1.03001

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



ಸಹಿ ರಕ್ಷಾಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನಿರ್ದೇಶಕರಾಗಿ

1 ನೇ ಪ್ರಕಟದ ದೃಶ್ಯವೇಷು  
ನಂಟು DNH-1-05550-2015-16 ಅಗಿ  
ಸಿ.ಡಿ. ನಂಟು DNHD561 ನೇ ಧರಣಿ  
ದಿನಾಂಕ 23-09-2015 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

23/9/2015

ಎಂ.ವಿ. ಸತೀಶ್  
ಸಹಿ ರಕ್ಷಾಧಿಕಾರಿ (ಪ್ರವಾಹಕರ)

Designed and Developed by G-DAC, ACIS, 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. 50,000/- (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

*[Signature]*

*K. Muran*



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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.
- John*  
*K. H. H.*

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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.

*o*

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;

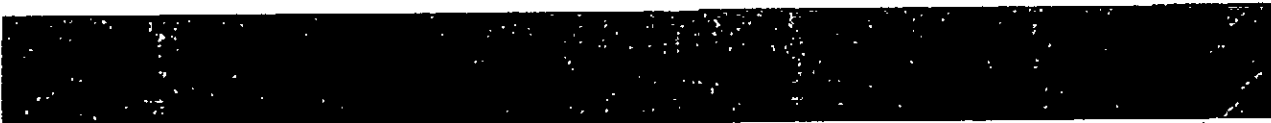
6. **EXPENSES:**

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;

*[Signature]*

*K. Muran*






WITNESSES:

1) 28/01/2020  
D.C.C

**PURCHASER**

2) Spoken poetry  
DNL

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

ಈ ನಡುವೆ ಪ್ರಸಿದ್ಧ ಗ್ರಂಥಗಳು

ಕರ್ನಾಟಕ ರಾಜ್ಯದ ಮೊದಲ ಸರ್ಕಾರಿ ಹೆಚ್ಚಿನ ಶಿಕ್ಷಣ ಇಲಾಖೆ

ಸರ್ಕಾರಿ ಅರ್ಜಿಯಲ್ಲಿರುವ ದಿನಾಂಕ 24/09/16-17

ಕರ್ನಾಟಕ ಸರ್ಕಾರದ ವಿಚಾರ 04/10/16/17

of Fritz

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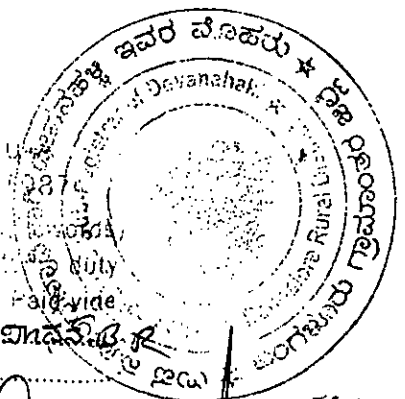
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the 1990s, the number of people in the United States who are 65 years of age or older is projected to increase from 20 million to 35 million, and the number of people 75 years of age or older is projected to increase from 10 million to 15 million (U.S. Census Bureau, 1996).

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Certificate Under Section 147  
 of the Karnataka Stamp Act, 1987  
 Certified by \_\_\_\_\_  
 Page 6 of 6  
 Rupees \_\_\_\_\_  
 has been Collected at the SDC \_\_\_\_\_  
 Receipt No. \_\_\_\_\_  
 S/o/D/o W/o \_\_\_\_\_  
 Residing at \_\_\_\_\_



॥ श्रीगणेशाय नमः ॥  
 श्रीगणेशाय नमः  
 श्रीगणेशाय नमः

residing at No.366,  
K.M.P. Arcade, 3<sup>rd</sup> 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, 12<sup>th</sup> 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:

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, 2<sup>nd</sup> 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

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 1<sup>st</sup> 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 1<sup>st</sup> Defendant and with the help of neighbours and Villagers I have resisted the high handed and illegal activities of the 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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 1<sup>st</sup> 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

No. of corrections :

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 1<sup>st</sup> 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 1<sup>st</sup> Defendant herein has executed the alleged Agreement of Sale in favour of the 2<sup>nd</sup> Defendant herein, which is also registered as Document No.DNH-1-00426/2011-12 dated 30-4-2011 and then the 2<sup>nd</sup> Defendant acting as a General Power of Attorney holder of the 1<sup>st</sup> 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.

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,

2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of neighbours 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

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, 2<sup>nd</sup> 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 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent. At that time, the 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent and with the help of my neighbours 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 2<sup>nd</sup> Respondent by showing the created documents. I after I came to know of about the Impugned Order passed by the 2<sup>nd</sup> 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 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent herein. The 3<sup>rd</sup> 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 3<sup>rd</sup> Respondent is claiming the rights over the aforesaid property and also the Impugned Order dated 4-7-2011 passed by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent. I submit that I am not a party to the proceedings before the 2<sup>nd</sup> 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 BEFORE ME

Bangalore,

Date:



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

AND

**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 1<sup>st</sup> and 2<sup>nd</sup> 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, 2<sup>nd</sup> 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 458/LA  
25/02/06

11/11/05  
Ad/JoComm  
(10)

9  
Wofford

UNITED STATES  
DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION  
WASHINGTON, D.C. 20535

TO: DIRECTOR, FBI (100-458611)  
FROM: SAC, NEW YORK (100-123456)  
SUBJECT: [REDACTED]

FOR THE DIRECTOR, FBI  
[Signature]

100-116  
The FBI D/S Submitted  
for 8/16/06 in Complaint  
for [REDACTED]  
for [REDACTED]

TRUE COPY  
EXAMINER

9

1. Copy applied on	25/02/16
2. Receiving Sheet	Referred to pc
3. Produced on	
3. Copying	
4. Date	14/03/16
5. Date	27/02/16
6. Date	27/02/16
7. Date	27/02/16
8. Copy	Xerox
9. Examine	Heun

88-26/16

8

28/1/16

ಕರ್ನಾಟಕ ರಾಜ್ಯ ಪೊಲೀಸ್

ಪ್ರಥಮ ವರ್ತಮಾನ ವರದಿ  
(ದಂಡಪ್ರಕ್ರಿಯೆ ಸಂಹಿತೆ ಕಲಂ 154 ರ ಕೆಳಗೆ)

ಘನ ನ್ಯಾಯಾಲಯ : ACJ & JMFC, Devanahalli, Devnahalli

1. ಜಿಲ್ಲೆ : Bengaluru city ವ್ಯತ್ಯ/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) ಪಿಯಾದುದಾರ / ಬಾಪ್ತೀದಾರ ತಡವಾಗಿ ವರದಿ ಮಾಡಿದಕ್ಕೆ ಕಾರಣಗಳು :

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

4. (a) ಕೃತ್ಯ ನಡೆದ ಸ್ಥಳ :

Sub Register Office, Devanahalli Taluk, 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. ಪಿಯಾದುದಾರ/ಬಾಪ್ತೀದಾರ :

(a) ಹೆಸರು : Madhusudhan

ತಂದೆ / ಗಂಡನ ಹೆಸರು : Ramamurthy

(b) ವಯಸ್ಸು : 37

(c) ವೃತ್ತಿ : Farmer

(d) ಧರ್ಮ :

(e) ಜಾತಿ :

(f) ಫಾಕ್ಸ್ :

(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 through  
Pe H 6614  
IPS with our  
embassy  
18/1/16

7

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

(l) ಲಿಂಗ : Male

(m) ಪಿರ್ಯಾದುದಾರರ ಮುಂದಾಗಿ ನೋಡಿದ್ದರೆ ಅಥವಾ ಕೇಳಿಸಿಕೊಂಡಿದ್ದರೆ  
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,Kanningsham road,Bengaluru city, Karnataka-560052	Accused	Common man	Male	72	

7. ನೋಂದವರ ವಿವರಗಳು

Sl. No	ಹೆಸರು	ವಿಳಾಸ	ಗಾಯದ ವಿಧ	ಲಿಂಗ	ವಯಸ್ಸು	ವೃತ್ತಿ
1						

8. ಕಳ್ಳವಾಗಿರುವ / ಬಾಗಿರಾಗಿರುವ ಸ್ವತ್ತುಗಳ ವಿವರಗಳು

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

ಕಳ್ಳವಾಗಿರುವ / ಬಾಗಿರಾಗಿರುವ ಸ್ವತ್ತುಗಳು ಮೌಲ್ಯ :

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

10. ಪ್ರಥಮ ಪರ್ತಮಾನ ವರದಿಯ ವಿವರಗಳು

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 ಉಪನೋಂದಾಣಿಕಾರ ಕಛೇರಿಯಲ್ಲಿ ದಿ:30.04.2011 ರಂದು ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 60/2011-12 ಸಿಡಿ ನೋ 223 ರಂತೆ ನೋಂದಾಯಿತ ಭವ್ಯ ಅರ್ಬ್ ಅಟಾರ್ನಿ ಮೂಲಕ ಪಡೆದು ಕೊಂಡು ತನಗೆ ದಸ್ತಾವೇಜಿನ ಸಂಖ್ಯೆ 3941/2013-14 ರಂತೆ ಶುದ್ಧಕ್ರಯದ ಮೂಲಕ ನೋಂದಾವಣೆ ಮಾಡಿ ತನ್ನದಾದ 49,00,000/- ರೂ ಗಳನ್ನು ಪಡೆದು ಸ್ವತ್ತಿನ ಸ್ವಾಧೀನುಭವನ್ನು ಬಿಟ್ಟುಕೊಟ್ಟಿರುತ್ತಾರೆ. ತಾನು ಸ್ವಾಧೀನುಭವದಲ್ಲಿ ಇರುತ್ತೇನೆ. ಎ1 ರುವಾಗ 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 ಪಿಯಾದಿಯವರಿಗೆ ಅವರ ಭಾಷೆಯಲ್ಲಿ ವಿವರಿಸಿ, ಓದಿ ಹೇಳಲಾಗಿದೆ

ಅದರ ಪ್ರತಿಯನ್ನು ಪುಕಟ್ಟಿಯಾಗಿ ಕೊಡಲಾಗಿದೆ? : Yes

(c) ಪೊಲೀಸ್ ಅಧಿಕಾರಿಯು ತನಿಖೆ ಸ್ಥಳಕ್ಕೆ ಧಾವಿಸದಿದ್ದಲ್ಲಿ ಅಥವಾ ತನಿಖೆ ಮಾಡಲು ನಿರಾಕರಿಸಿದಲ್ಲಿ ಕಲಂ

157 ಸಿ.ಆರ್.ಪಿ.ಸಿ ಯ ಕಲಂ (ಎ)ಅಥವಾ (ಬಿ)ಯಡಿ ಕಾರಣವನ್ನು ದಾಖಲಿಸಬೇಕು.

Visited

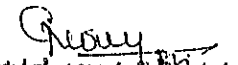
12. ಪಿಯಾದಿಯ ಸಹಿ/ ಹೆಚ್ಚಿಣಿನ ಗುರುತು

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

  
ಅರಕ್ಷಕ ಉಪ ನಿರ್ದೇಶಕರು  
ದೇವನಹಳ್ಳಿ ಪೊಲೀಸ್ ಠಾಣೆ  
ಬೆಂಗಳೂರು ಸರ್ಕಾರ  
ಹೆಸರು: NANDISH - PSI

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ಪರಿಶೀಲಿಸಿದ  
EXAMINER



(1)

(5)

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVANAHALLI

Private Complaint Register No. /2015

Between:

<sup>R</sup>  
Mahdusudhan <sup>BR</sup>  
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.

Compt present and  
presented the court-  
u/32004 CrPC.  
Perused. Register  
as PCR. Involving  
Section 156(3) of  
CrPC the court is  
inferred to ACP,  
Devanahalli to  
submit report-  
by 20/2/16

Accused

Use  
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.

*Shela*



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 Same 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/- (Rupees 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/- (Rupees 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.

*Shroter*

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/- (Rupces 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

*Shaha*

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W

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

*[Signature]*

Complainant

*[Signature]*  
Counsel for Complainant

*[Signature]*  
EXAMINER

IN THE COURT

Between  
M. Thirusudhan

AND

M. Thirusudhan

1. S/o  
S/o  
Age  
Res  
K

2. Va  
S/  
A/  
R/  
E.

Devanahalli  
Date

5

to knock off  
the in same  
luk, Bangalore  
under sections  
of Code, 1860  
this Hon'ble  
e of criminal  
interest the  
to protect  
delivery of

IN THE COURT OF THE PRINCIPAL CIVIL JUDGE, AT DEVAHALLI

Private Complaint Register No. /2015

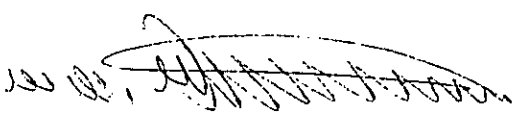
Between:  
Machhusudhan Complainant  
AND  
Muniraju K and another Accused

LIST OF WITNESSES

1. Sri Vinod  
S/o Kempanna  
Aged about 30 years  
Residing at Shanapppanahalli Village  
Kundana Hobli, Devnahalli Taluk.
2. Vasanth kumar  
S/o Munipapiiah  
Aged about 37 years  
Residing at Byachapura Village  
Kasaba Hobli, Devnahalli Taluk

Devanahalli

Dated: 21-12-2015



Advocate for Complainant

TRUE COPY

EXAMINER

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