

BKT 1004-20



ಈ ದಸ್ತಾವೇಜು ಹಾಕೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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The Karnataka State Registration and Stamps Department  
Official's Multipurpose Co-Operative Society Ltd.

ಈ ದಸ್ತಾವೇಜಿನಲ್ಲಿ  
ಈ ಹಾಕೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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1404 ದಸ್ತಾವೇಜಿನ  
19-20 ಬೆಲೆ: ರೂ. 2/-  
(GST EXTRA)

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BKT 1004  
2019-20

### SALE DEED

ಸಿರುಗುಪ್ಪ

This SALE DEED made on this Thirteen day of June 2019.

### BY AND BETWEEN

Shri Manjunath S/o Valmiki Allaya uraf Sanna Allayya, aged about 29 years, Resident of Ward No 6, Agase kelagade Mittesaguru village, Siruguppa Taluk Ballari District Karnataka (hereinafter referred to as the "Seller", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include his heirs, executors, successors and permitted assigns); of the **FIRST PART.**

### AND

Forest Department, on behalf of Hon'ble Governor of Karnataka represented by Deputy Conservator of Forests, at Ballari, (hereinafter referred to as the "Buyer", which expression shall unless it is repugnant to the context or meaning thereof be deemed to include its successors) of the **SECOND PART.**

The Seller and Buyer may hereinafter be collectively referred to as the "Parties" and individually as a "Party".

### WHEREAS:

- The Seller is absolutely seized and possessed of or otherwise well and sufficiently entitled to the plot of agricultural lands bearing Sy No's 11/A measuring 4.97 acres situated at Agasanuru Village Siruguppa Taluk, Ballari District, Karnataka together with if any structures standing thereon and more particularly described in the Schedule hereunder (hereafter referred to as the "Property").
- The Seller has purchased the propriety through Sale Deed D.No:SRG-1-00.177..... dated: 20.05.16.. and same stands in the name of the Seller in revenue records as owner and Seller has full rights absolute authority to sell, dispose off and transfer the Property in the manner Seller wishes.
- By an Agreement to Sell dated 25<sup>th</sup> Sep 2018 (the "Agreement to Sell") entered into between the Seller and JSW Steel Limited. the Seller has agreed to sell the Property to JSW Steel Limited or State Forest Department or any other Government authority as instructed by JSW Steel Limited, for a total consideration of INR ..9.38.000/- (Rupees ~~Nine Lakh Thirty Eight Thousand~~ Only) (the "Purchase Consideration").

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Deputy Conservator of Forests,  
Ballari Division, Ballari,



Print Date & Time : 13-06-2019 12:18:38 PM

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ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ಶಿರಗುಪ್ಪ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 13-06-2019 ರಂದು 11:55:10 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಸ್ಯಾನಿಂಗ್ ಫೀ	560.00
2	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	70.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	30.00
	ಒಟ್ಟು :	660.00

ಶ್ರೀ ಮಂಜುನಾಥ ತಂದೆ ವಾಲ್ಮೀಕಿ ಅಳ್ಳಯ್ಯ ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ ಮಂಜುನಾಥ ತಂದೆ ವಾಲ್ಮೀಕಿ ಅಳ್ಳಯ್ಯ			ಮಂಜುನಾಥ

ಉಪನೋದಪಾಧಿಕಾರಿಗಳು  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಶಿರಗುಪ್ಪ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	ಮಂಜುನಾಥ ತಂದೆ ವಾಲ್ಮೀಕಿ ಅಳ್ಳಯ್ಯ ಉರುಫ್ ಸಣ್ಣ ಅಳ್ಳಯ್ಯ (ಬರೆದುಕೊಡುವವರು)			ಮಂಜುನಾಥ

ಉಪನೋದಪಾಧಿಕಾರಿಗಳು  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಶಿರಗುಪ್ಪ

ರಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕೆಲಂ 88(i) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ Forest Department, on behalf of Hon'ble Governor of Karnataka Represented by Deputy Conservator of Forests, Ballari. . ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವುದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

ಉಪನೋದಪಾಧಿಕಾರಿಗಳು  
ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್  
ಶಿರಗುಪ್ಪ



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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ಸೂಚಿಸಿ

- d) JSW Steel Ltd came to know that the seller has availed Crop Loan of INR .2,05,000/- against the immovable Property in Sy No 11/A of Agasanuru village, Siruguppa Taluk from the **State Bank of India**, Siruguppa Branch. JSW Steel Ltd has cleared the Crop Loan with Interest by making payment of INR .2,05,000/- in favour of the Central Bank of India and the Bank ~~has~~ loan amount clearance letter and same will be executed Reconveyance Deed of Mortgaged Property in Sub-Registrar, Office Siruguppa ~~for~~ clearing the loan amount.
- e) JSW Steel Ltd paid the Purchase Consideration to the Seller after deducting the amount paid towards the clearing the loan and has asked the Seller to transfer the Property to the Buyer i.e. Government of Karnataka, Forest Department on behalf of JSW Steel Limited for mandatory provision for mining lease as per the Forest Act 1980 and Government of Karnataka represented by Deputy Conservator of Forests, Ballari has accepted the Property for raising Compensatory Afforestation;
- f) As per the proviso to Section 3 of the Karnataka Stamp Act, 1957, no duty shall be chargeable in respect of any instrument executed by, or on behalf of, or in favour of, the State Government in cases where the State Government would be liable to pay the duty chargeable in respect of such instrument. Further, as per article XXXIII of Table of Registration Fees, Karnataka Registration, Rules 1965, a department either of the State Government or Central Government liable to pay registration charges is exempt from the payment of all fees under the Table of Registration Fees. However, in case any stamp duty or registration fee in respect to this instrument is accessed by any competent authority to be borne by the State Government, the same would be borne by JSW Steel Limited.
- g) Therefore on fulfillment of the conditions set out in the Agreement to Sell and relying on the representation of the Seller that the Property is free from all encumbrances and has not at any time hereinbefore, in any manner whatsoever, been mortgaged, charged, conveyed or agreed to be sold and transferred to any third person(s), the Seller has agreed to transfer the Property and the Buyer has agreed to acquire the Property from the Seller.
- h) The Seller has further represented that, to the best of his knowledge, there are no proceeding, order, decree, suit or judgment pending/passed in/by any court or judicial/government authority, local body or statutory authority in respect of the Property, which would, in any manner, prejudice, restrain, limit or inhibit the transfer

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Deputy Conservator of Forests,  
Ballari Division, Ballari

ಗುರುತಿಸುವವರು


ಈ ದಸ್ತಾವೇಜು 7  
ಪುಟಗಳಲ್ಲಿರುವ  
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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	ರಾಮಣ್ಣ ತಂದೆ ಬುಸ್ತಪ್ಪ ಸಾ ತೊಂಡೆಹಾಳು ಗ್ರಾಮ ಸಿರುಗುಪ್ಪ ತಾ	ರಾಮಣ್ಣ
2	ಬಿ.ಆನಂದ ತಂದೆ ಡಿ.ಬಿ.ನಾಯಕ ಸಾ ಹೊಸಪೇಟೆ ತಾ.ಬಳ್ಳಾರಿ ಜಿ	Anand

ಉಪನೋಂದಾಣಾಧಿಕಾರಿಗಳು  
ಸಿರುಗುಪ್ಪ


ಸದರಿ ದಸ್ತಾವೇಜು ಸಂಬಂಧಿಸಿದಂತೆ ಉಪ ಅರಣ್ಯ ಸಂರಕ್ಷಣಾಧಿಕಾರಿಗಳ ಕಛೇರಿ ಬಳ್ಳಾರಿ ವಿಭಾಗ ಇವರ ಅಧಿಸೂಚನೆ ಸಂ: ಭೂಮಿ/ಪಟ್ಟಾ/ಜಿ.ಎಸ್ ಡಬ್ಲ್ಯೂ /1664/2016-17, ದಿನಾಂಕ: 21/1/2019, ಸರ್ಕಾರಿ ಆದೇಶ ಸಂ: ಅಪಜೀ -88 ಎಫ್.ಎಲ್.ಎಲ್.2016 ಬೆಂಗಳೂರು ದಿನಾಂಕ: 31/08/2016. ರ ಅಧಿಸೂಚನೆ ಯಂತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು ನೋಂದಣಿ ಶುಲ್ಕ ವನ್ನು ಸಂಪೂರ್ಣ ವಿನಾಯಿ ನೀಡಲಾಗಿದೆ.

ಉಪನೋಂದಾಣಾಧಿಕಾರಿಗಳು  
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1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ SRG-1-01404-2019-20 ಆಗಿ  
ಸಿ.ಡಿ. ನಂಬರ SRGD286 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 13-06-2019 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಜಿ.ಕಲಾವತಿ  
ಸಹಿ ರಜಿಸ್ಟ್ರಾರ್ ಕಛೇರಿ  
ಉಪನೋಂದಾಣಾಧಿಕಾರಿಗಳು  
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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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of all titles, rights, interests and benefits connected with the Property to and in favour of the Buyer.

- i) The Parties, being desirous of recording the terms and conditions on which the Seller shall sell and the Buyer shall acquire the Property, have decided to execute this deed.

**NOW THIS DEED WITNESSES:**

1. In consideration of INR 938000/- (Rupees Nine lakh thirty Eight Thousand only) paid through Cheque bearing number 347917 dated 6/06/2019 of State Bank of India JVSL branch, Toranagallu the receipt of which is hereby acknowledged by the Seller, the Seller hereby irrevocably conveys and transfers by way of sale to the Buyer all that piece and parcel of land bearing Sy No's 11/A measuring 4.97 acres situated at Agasanuru Village Siruguppa Taluk, Ballari District, Karnataka, which is more particularly described in Schedule; free from any encumbrances and reasonable doubts, together with all and singular the structures, houses, outhouses, fencing, compound walls, edifices, buildings, court yards, areas, compounds, sewers, drains, ditches, fences, trees, plants, shrubs, ways, paths, passages, commons, gullies, wells, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights, members and appurtenances whatsoever to the said land or ground hereditaments and premises or any part thereof now or at or any time hereto before usually held used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant thereto.
2. The Parties shall undertake all necessary steps as may be required to endorse the name of the Buyer in place of Seller in the concerned revenue records of the Property. The Parties shall depute their respective authorized representatives, as and when required, to the office of Sub-Registrar for signing the requisite documents as may be desired by the said offices.
3. That the Seller hereby covenants to the Buyer that:
  - (i) the Seller has, in himself, good right, full power and absolute authority to convey and transfer by way of sale the Property hereby conveyed unto and to the use of the Buyer by way of this Deed of Conveyance and notwithstanding any act, deed, matter or thing whatsoever by the Seller or any person/s lawfully claiming by from, through, under or in trust for the Seller, he has not committed, omitted or knowingly or willingly suffered or been a party or privy to any act, deed or thing whereby the Seller is prevented from granting and

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Deputy Conservator of Forests,  
Ballari Division, Ballari...

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(GST EXTRA)

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- conveying the Property in the manner aforesaid or whereby the Property or any part thereof are, is, can or may be charged, encumbered or prejudicially affected in estate, title or otherwise;
- (ii) the Buyer may, from time to time and at all times hereafter, peacefully and quietly enter upon, occupy, or possess and enjoy the Property hereby conveyed with their appurtenances, and receive the rents, issues and profits thereof and every part thereof for its own use and benefit without any suit, lawful eviction or interruption, claim and demand whatsoever from or by the Seller or his successors or any of them or by any person or persons claiming or to claim, from under or in trust for them or any of them; and
- (iii) the Seller and all persons having or claiming any estate, right, title, or interest, in the Property, hereby conveyed or any part thereof by from, under or in trust for the Seller or his heirs, executors, administrators or any of them shall and will from time to time and at all times hereafter at the request and costs of the Buyer do and execute and cause to be done and executed all such further and other lawful acts, deeds, things, conveyances and assurances, whatsoever, for better and more perfectly and absolutely granting the Property and every part thereof hereby conveyed unto and to the use of the Buyer in pursuance hereof and in the manner as the Buyer, his heirs, executors or administrators and assigns shall reasonably require.
4. The Seller confirms that he shall fully co-operate with the Buyer and the statutory authorities and do all such acts, matters, deeds and things as may be necessary and expedient for having Buyer name endorsed in the required revenue records and shall not do any act, matters, deed or thing which may delay or otherwise adversely affect the endorsement.
5. The Seller has simultaneous with the execution of this deed delivered vacant and peaceful possession of the Property to the Buyer, and the Buyer hereby acknowledges the delivery of vacant and peaceful possession of the Property from the Seller.
6. The Seller hereby agrees and undertakes to indemnify the Buyer and JSW Steel Limited harmless in the event of any defect in the title of the Property or any claims put forth either by the Seller, or his legal heirs, representatives, successors or anybody, claiming any right, title, or interest under or in trust for the Seller and also to reimburse all such cost and expenses of litigation or in the event the Property or any portion thereof is lost to the Buyer as a result of defective title or breach of covenants by the Seller.

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Deputy Conservator of Forests  
Ballari Division, Ballari



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
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ಸೆಲ್ಫ್-ಡ್ಯೂ. 2/-  
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Schedule

ಉಪ ಬೋಂಬಾಸಾಧಿಕಾರಿಗಳು  
ಸಿರುಗುಪ್ಪ

Details of the Property

Land situated within the limits Agasanuru Village, Siruguppa Taluk, Ballari District,  
Karnataka, bearing Survey No. 11/A measuring 4.97 Acres with the following descriptions:

East : Survey No 11/B  
West : Survey No 97  
North : Survey No 10  
South : Survey No 12/A

IN WITNESS WHEREOF this deed has been duly executed as of the day and year first  
above written.

SIGNED AND DELIVERED by the  
Within named Seller

)  
)

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SIGNED AND DELIVERED by the  
Within named Buyer

)  
)

Deputy Conservator of Forests,  
Ballari Division, Ballari.

Witnesses:-

1. ಶಾಶಿಶಂಕರ ಶಂಕರರಾಜ್

2. Anandk S/O. B. Nayak, Hospet

Drafted by

K. Lakshmana  
K. Lakshmana B.A., L.L.B.(Spl.)  
Advocate

E.No. KAR. 4554 / 99  
SIRUGUPPA-583 121.