



Sri Ramakrishna Sharada Ashrama (R.)

Swami Vivekananda Marg, Village & Post Yerlapady, Bailur,
Karkala Taluk, Udupi Dist., Karnataka. Pin: 574102, India.

Ph : +91- 9880705858 (Sumatha Nayak)

+91- 9945152755 / 8277654495 (Office)

॥ श्री रामकृष्णः शरणं मम ॥

email : bailurashram1@gmail.com

website: www.rkashrambailurmath.org

Ref: SRSA/2018-19/034

Date: 08-08-2018

Place: Bailur Math

To,
Respected PCCF,
Aranya Bhavan, Bangalore-18.

Respected Sir,

Sub: Request letter for registration of CA Land identified from present owner to Forest Department Directly for our proposal no. FP/KA/Others/33888/2018.

Namaste. Please accept our humble regards. Sir, we the agency Sri Ramakrishna Sharada Ashrama Trust have applied for deemed forest area under FCA in Kukkundoor Village Svy No 283 and Nitte Village Svy No 354 of Karkala Taluk, Udupi District for a total extent of 4.249 Ha (10.5 acres) for our project Viveka-Darshana and our proposal no. is FP/KA/Others/33888/2018. Accordingly we have identified the CA Land to be given in Nadapalu Village of Karkala Taluk which is Svy No.137 having a total extent of 4.276 Ha (10.57 acres). It's a agricultural land with Dense forest and is an enclosure land (single block of 10.57acres) within the Someshwara Wildlife Sanctuary.

Sri Ramakrishna Sharada Ashrama Trust has entered into agreement with present owner of land Sri A Gopalakrishna. We wish to bring to your kind notice that the Sri. A Gopalakrishna is the absolute single owner of the CA Land identified in Svy No.137 of Nadapalu Village of Karkala Taluk.

However as per the legal opinion, we being a trust we can't register the identified CA Land in Trust Name from the present owner Sri. A Gopalakrishna, since the CA Land Svy No.137 of Nadapalu Village is classified as agricultural land. Hence we humbly request you to kindly permit and accept for direct registration of CA land from present owner to Karnataka State Forest Department with we the Trust being a consenting witness. We assure you that all the sale consideration to be paid to Sri. A Gopalakrishna as per the agreement between the Trust and himself shall be paid by Sri Ramakrishna Sharada Ashrama Trust, before the registration of the land and any other expenses relating to the registration, mutation etc. shall be borne by Trust. Please find attached the below listed documents for your kind reference and perusal.

1. Legal Opinion.
2. Agreement between Sri A Gopalakrishna and Trust.
3. Willingness expression letter of A Gopalakrishna.

Thanking you,

With Regards,

(Smt. Sumatha R Nayak)
President & Managing Trustee
Sri Ramakrishna Sharada Ashrama (R)

Opinion furnished by **H.Jayaprakash Kedlaya**, Advocate, Udupi, regarding the title of the immovable property belonging to **Mr.A.Gopalakrishna**, Son of A.Radhapathi Naydu, residing at H.No.1-26, near Papaneru Pete, Mungapalem Village, Yerpedu Mandal, Thirupathi Division, Chittoor District, Andra Pradesh,

DESCRIPTION OF THE PROPERTY

All that immovable property situated at Nadpal Village of Karkala Taluk, within Nadpal Grama Panchayath, Muli right, covered by;

S.No.	S.D.No.	Kissam	Extent A – C	Assessment Rs.Ps.
137		Punja	10.57 (Ten Acres Fifty Seven Cents)	3.18

Boundaries:-

East:- S.D.Line.

South:- S.D.Line.

West:- S.D.Line.

North:- S.D.Line.

The property with right of way and water, easement rights, etc; and all other appurtenances attached thereto.

The following documents have been produced before me for my scrutiny.

1. 26.08.2014 Photostat Copy of the Registered Sale Deed executed by Mr.Surya Narayana Shetty, in favour of Mr.A.Gopalakrishna in respect of the above property.
2. 10-05-1985 Photostat Copy of the Registered Sale Deed executed by Kamala Heggadthi through her attorney Jayarama Hegde in respect of the above property.
3. 14.05.2018 Computerized copy of the RTC relating to S.No.137/measuring 10.57 acres of Nadpal Village of Karkala Taluk standing in the name of A.Gopalakrishna
4. 08.05.2018 Encumbrance Certificate relating to the property in question for the period from 10.05.1985 to 28-04-2018.

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H. Jayaprakash Kedlaya
 Advocate B.A., LL.B.,
 Canara Towers, 1st Floor, Mission
 Hospital Road, Udupi - 576 101.
 Ph : 20126, 29448

For Sri Ramakrishna Sharada Ashrama (R.)

President / Secretary

TRACING OF TITLE

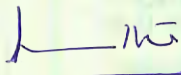
It is seen from Document No.1 that the aforesaid A.Gopalakrishna had purchased the above property from its previous owner Mr.Surya Narayana Shetty for a consideration of Rs.16,91,200/- on 26-08-2014 for his absolute right. The entire consideration had been duly paid by the Purchaser to the Vendor in full quitance. As such, A.Gopalakrishna has acquired good and marketable title over the above property. The above property is shown as S.No.137 in the plan attached to the Registered Sale Deed at document No.1.

It is seen from Document No.2 that the Vendor at document No.1 by name Surya Narayana Shetty had purchased the above property from its previous owner Kamala Heggadthi through her attorney Jayarama Hegde for a valid consideration of Rs.12,000/- on 10.05.1985 for his absolute right. The entire consideration had been duly paid by the Purchaser to the Vendor in full quitance. As such, Mr.Surya Narayana Shetty became the absolute owner in lawful possession and enjoyment of the above property; he subsequently sold the above property in favour of A.Gopalakrishna by virtue of a Registered Sale Deed at document No.1. It is further seen from this Document that the vendor at document No. 2 by name Kamala Heggadthi and her family members have entered into a Registered Partition Deed dated 28.11.1961, Wherein the schedule properties of the said partition deed had been allotted to the absolute share of Kamala Heggadthi for her absolute right . As such, Kamala Heggadthi became the absolute owner in lawful possession and enjoyment of the above property, she subsequently sold the above property in favor of Surya Narayana Shetty by virtue of a Registered Sale Deed at document No.2 for his absolute right.

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B.A., LL.B.,
Advocate
Canara Towers, 1st Floor, Mission
Hospital Road, Udupi - 576 101.
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President / Secretary

Document No.3 is the Record of Rights relating to S.No.137 measuring 10.57 Acres of Nadpal Village of Karkala Taluk. It shows the name of A.Gopalakrishna as the owner of the above property.

The proposed Purchaser "Trust" is being formed with the object of running activities other than agriculture and the Purchaser Trust cannot purchase the above agricultural property since the Purchaser is not an Agriculturist within the meaning of Section 2 (e) of Karnataka Land Reforms Act. Therefore, the Purchaser Trust cannot register the above agricultural land directly in the name of the Trust under the provisions of Section 79A and B of Karnataka Land Reforms Act.

ENCUMBRANCES:

Document No.4 is the Encumbrance Certificate relating to the property in question for the period from 10-05-1985 to 28-04-2018. It shows only Two transactions i.e. Registered Sale Deeds at document Nos. 1 and 2 about which I have already discussed as above. There are no other transactions. Hence, there are no encumbrances entered in it.


I am furnishing this opinion on the basis of the Photostat copies of the above documents. Hence, Originals of the documents shall be produced for my further scrutiny.

From the perusal of the above documents and the discussion made by me as above subject to the above compliance, I am of the opinion that the aforesaid A.Gopalakrishna has acquired good and marketable title over the above property.

Udupi,
18.05.2018

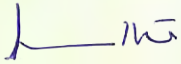

(H. Jayaprakash Kedlaya)
Advocate

H. Jayaprakash Kedlaya

 Advocate B.A., LL.B.,

Canara Towers, 1st Floor, Mission
Hospital Road, Udupi - 576 101.
Ph: 20126, 29448

For Sri Ramakrishna Sharada Ashrama (R.)


President / Secretary

INDIA NON JUDICIAL
Government of Karnataka

e-Stamp

Certificate No.	: IN-KA57051007375794Q
Certificate Issued Date	: 17-May-2018 04:41 PM
Account Reference	: NONACC (FI)/ kaksfcl08/ UDUPI1/ KA-UD
Unique Doc. Reference	: SUBIN-KAKAKSFCL0859247930462169Q
Purchased by	: SRI RAMAKRISHNA SHARADA ASHRAMA TRUST
Description of Document	: Article 5 Agreement relating to Sale of Immoveable property
Description	: AGREEMENT FOR SALE
Consideration Price (Rs.)	: 0 (Zero)
First Party	: A GOPALAKRISHNA
Second Party	: SRI RAMAKRISHNA SHARADA ASHRAMA TRUST
Stamp Duty Paid By	: SRI RAMAKRISHNA SHARADA ASHRAMA TRUST
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



.Please write or type below this line.

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this 23rd day of May 2018
Between:- **Mr. A. Gopalakrishna**, aged about 40 years, Son of A.Radhapathi
Naidu, residing at H.No.1-26, near Papaneeru Pete, Mungapalem Village, Yerpadu

For Sri Ramakrishna Sharada Ashrama (R.)2

A-ho palakna

President / Secretary

For Sri Ramakrishna Sharada Ashrama (R.)

President / Secretary

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shclieslamp.com". Any discrepancy in the details on this Certificate and available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.
- President / Secretary**

Mandal, Thirupathi Division, Chittoor District, Andra Pradesh, (hereinafter called the "First Party") of the One part, AND Sri Ramakrishna Sharada Ashrama (Bailur Math) Swami Vivekananda Marg, Yerlapady Village and Post, Bailur, Karkala Taluk, Udupi District-574102 represented by President and Managing Trustee Smt. Sumatha R.Nayak, aged about 51 years, Wife of Ammunje Ramesh Nayak, residing at D.No. 16-138 C 2, Link Road 2, AnanthaNagara 2nd Stage, Manipal, Udupi - 576104 (hereinafter called the "Second Party") of the other part.

WHEREAS the First Party is the absolute owner in lawful possession and enjoyment of immovable property more fully described in the schedule herebelow by virtue of a Registered Sale Deed dated 26.08.2014 executed by Mr.Surya Narayana Shetty for a consideration of Rs.16,91,200/- and Registered as Document No.I-KKL-1-01964/2014-15 before the SRO; Karkala. As such, the 1st party became the absolute owner in lawful possession and enjoyment of the immovable property more fully described in the schedule hereinbelow with full right of its disposal.

ANDWHEREAS the 2nd party has approached the Govt. of Karnataka by its Forest Department with the request of grant of deemed forest land at Nitte Village and Kukkundoor Village of Karkala Taluk measuring about 10.50 acres. In consideration of the transfer of the suitable alternative land measuring about 10.50 acres minimum in favour of Govt. of Karnataka by its Forest Department under the scheme of Forest Conservation Act and in order to meet the requirement for acquiring the land from the Govt. of Karnataka by its Forest Department the 2nd party is in search of suitable land for the above purposes and the 1st party came to know that the 2nd party is searching for the suitable land for the above purposes.

ANDWHEREAS with above requirement the first party has agreed to sell and the second party has agreed to purchase the immovable property more fully described in the schedule herebelow for a consideration of Rs.16,00,000/- (Rupees Sixteen Lakhs only) under the terms and conditions mentioned hereinbelow.

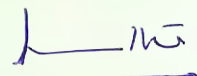
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A. Hopalana

For Sri Ramakrishna Sharada Ashrama (R.)


President / Secretary

For Sri Ramakrishna Sharada Ashrama (R.)


President / Secretary

TERMS AND CONDITIONS

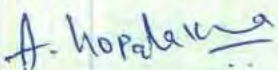
1. The first party has agreed to sell the immovable property more fully described in the schedule herebelow to the 2nd party for a total consideration of Rs.16,00,000/- (Rupees Sixteen Lakhs only).
2. The 2nd party has paid the part sale consideration amount of Rs.10,00,000/- (Rupees Ten Lakhs only) to the first party as per the Mode of payment schedule referred hereinbelow (the first party hereby acknowledges the receipt of the same).
3. The balance sale consideration of Rs.6,00,000/- (Rupees Six Lakhs only) shall be payable by the Second party to the 1st party at the time of Registration of Deed of Sale of Schedule property which shall be completed within 5 (Five) months from the date of this Agreement, subject to the condition that the 2nd party shall obtain written permission from the Department of Forest, Govt. of Karnataka for the purpose of acquiring deemed forest land situated at Nitte village and Kukkundoor village of Karkala Taluk in the name of the 2nd party, in such an event the 2nd party shall pay the balance sale consideration to the 1st party relating to the schedule property which shall be registered in the name of Govt. of Karnataka by its Forest Department at the costs of the 2nd party.
4. If the 2nd party fails to obtain the necessary permission/order from the department of forest Govt. of Karnataka for the grant of the land for meeting the above purpose as aforesaid then the 1st party shall return the entire advance amount of Rs.10,00,000/- to the 2nd party without interest within a period of 12 months from the date of intimation for cancellation of this Agreement for sale.
5. It is agreed between the parties that 1st party shall transfer the schedule property in favour of Government of Karnataka by its Department of forest without demanding any sale consideration from the Government of Karnataka by its department of forest at the time of execution of Deed of Sale, which deed of sale shall be executed with the written consent of the 2nd party.
6. All the expenses relating to the documentation and Registration of Sale Deed in favour of Govt. of Karnataka by its Forest Department or in favour of 2nd party or its nominee shall be borne by the Second Party.

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For Sri Ramakrishna Sharada Ashrama (R)



President / Secretary



President / Secretary

For Sri Ramakrishna Sharada Ashrama (R.)



President / Secretary

7. The first party shall have no right whatsoever to claim any excess amount from the second party or Government of Karnataka State by its Forest Department or the nominee of the 2nd party in whomsoever name the sale deed will be registered in future at the time of the sale transaction of schedule property.
8. The 1st party shall execute Sale Deed in favour of Govt. of Karnataka by its Forest Department or in favour of 2nd party or their nominee as directed by the 2nd party.
9. If the first party fails to execute sale deed in spite of the second party being ready to pay the entire balance sale consideration amount within the stipulated period then the second party shall be at liberty to have the sale deed registered in their favour through Court of law by enforcing specific performance of this Agreement at the cost of the First Party.
10. If the Second party fails to pay the entire balance sale consideration within the above mentioned period of this Agreement then this Agreement stands automatically cancelled and also the advance amount paid by the 2nd party to the 1st party shall be returned without Interest.

The above said terms and conditions shall bind both the parties, their legal heirs and all those persons claiming through or under them.

MODE OF PAYMENT SCHEDULE

Amount paid by the 2nd party to the 1st party by DD No.425149 dated 22-05-2018 drawn on State Bank of India, Bailur Branch, Karkala, being the part sale consideration of the schedule property for

Rs.10,00,000/-
Total Rs.10,00,000/-


DESCRIPTION OF THE SCHEDULE PROPERTY

All that immovable property held on Muli Right, situated at Nadpal Village of Karkala Taluk, within Nadpal Grama Panchayath, together with the right of way relating thereto, covered by;

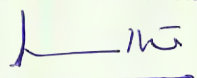
For Sri Ramakrishna Sharada Ashraima (R.)

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A. Hopalana


President / Secretary

For Sri Ramakrishna Sharada Ashraima (R.)


President / Secretary

S.No.	S.D.No.	Kissam	Extent A-C	Assessment Rs.Ps.
137	--	Punja (Ten Acre Fifty Seven Cents)	10-57	3.18

The above property and all easements appurtenances etc; thereto.

IN WITNESS WHEREOF the parties have signed this agreement on the day,
year first above written.

A. Hopalewala

Signature of the First Party

For Sri Ramakrishna Sharada Ashraima (R.)

[Signature]

~~President / Secretary~~

Signature of the Second Party

Witnesses

1) *N.N. Suresh*
Manandi . N. SURESH
630, Manandi opel,
Chickpet, Bangalore
560053

2)

[Signature]
D. Kumar Reddy
H.No. 8.1st Main
Hasyala Layout
Bangalore

For Sri Ramakrishna Sharada Ashraima (R.)

[Signature]

~~President / Secretary~~

From,

A. Gopalakrishna,
S/o A.Radhapathi Naidu,
Residing at H.No.1-26,
Near Papaneru Pete,
Mungapalem Village, Yerpada Mandal,
Thirupathi Division,
Chittoor District, Andhra Pradesh.

To,

The Deputy Conservator of Forest
Kundapur Division
Kundapur, Udupi District
Karnataka State.

Dear Sir,

**Sub : Expression of interest to sell Land to Sri Ramakrishna
Sharada Ashrama Trust (R).**

M/s Sri Ramakrishna Sharada Ashrama Trust (R) has approached me to purchase of 10.50 acres of Land to be given to Karnataka State Forest Department for Afforestation purpose.

I, Sri. A Gopalakrishna, S/o A Radhapathi Naidu has agreed to sell 10.57 acres of Land in Survey No. 137 in village of Nadapalu in Taluk Karkala in District Udupi. I am the absolute owner of the property.

I do hereby reconfirm again that I am wishing to sell the land to Sri Ramakrishna Sharada Ashrama Trust (R) for handing over the Land to the Karnataka Forest Department of Afforestation.

The said 10.57 acres of Land in Survey No.137 in Nadapalu Village of Karkala Taluk, Udupi District is adjacent to reserve forest area (Someshwara Wildlife Sanctuary) and is an enclosed land within the forest area.

Date : 23/05/18

Place : Bangalore

Yours faithfully,

A. Gopalakrishna

For Sri Ramakrishna Sharada Ashrama (R.)

[Signature]

President / Secretary