



INDIA NON JUDICIAL

Government of Karnataka

Rs. 100

e-Stamp

Certificate No. : IN-KA42708245094479V  
Certificate Issued Date : 06-Jan-2023 07:29 PM  
Account Reference : NONACC (FI)/ kagcs108/ HOSPET14/ KA-BY  
Unique Doc. Reference : SUBIN-KAKAGCSL0881082226667657V  
Purchased by : SANJAY BHARMANATH PATIL  
Description of Document : Article 12 Bond  
Description : SALE AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : SANJAY BHARMANATH PATIL  
Second Party : MSPL LIMITED HOSAPETE  
Stamp Duty Paid By : SANJAY BHARMANATH PATIL  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line

**AGREEMENT OF SALE WITHOUT POSSESSION**

THIS DEED OF AGREEMENT OF SALE without possession is made and executed on this 20th day of January 2023 at Khanapur, Dist: Belagavi.

**Between:**

- 1) Mr. Narayan Khandu Dalavi Aged about 62 years, Occ: Agriculture, R/o H.N.29, Amagaon, Post: Kankumbi, Taluk Khanapur, Dist: Belagavi
- 2) Mr. Narayana Ramu Gavad Aged about 46 years and Mr. Demu Ramu Gavad Aged about 44 years, Occ: Agriculture, R/o H.N.28, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at [www.indiaestamp.com](http://www.indiaestamp.com) or using e-Stamp Mobile App of Stock Hosts.  
Any discrepancy in the details on this Certificate and as available on the website should be reported to the Competent Authority.  
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.



Errors/Corrections Etc

(3)

- 3) Mr. Suryakant @ Shrikanth Mahadev Gaonkar Aged about 37 years, Occ: Agriculture, R/o 507a, ward Vetal Talim Javal Shivanji Peth, Karvir Kolhapur City, Kolhapur
- 4) Mr. Shiva @ Shivaji Narayan Gavada @ Gavade Aged about 77 years, Occ: Agriculture, R/o H.N.84, Chikhale, Post: Kankumbi, Taluk Khanapur, Dist: Belagavi

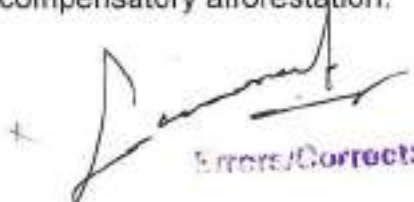
are owners of Sy.No.71/6 measuring 16 Acres 03 Guntas and Sy.No.72/6 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi represented by their Power of Attorney holder **Mr. Sanjay Bharamnath Patil** aged about 54 years Occ: Agriculture R/o. H.No.#02 Patil Galli, At/Po:Rakaskop, Belagavi taluk and District (hereinafter referred as "Vendor" which expression shall include her legal representatives, heirs, successors, administrators, assignees, agents etc.) of the FIRST part,

**And**

**MSPL Limited**, a company registered under Companies Act, 1956 and having its corporate office at Baldota Enclave, Abheraj Baldota Road, Hosapete, Dist: Bellary- 583203, represented by its authorised signatory **K. Madhusudhana, Chief Executive Officer** (hereinafter referred as "Purchaser" which expression shall unless repugnant to the context or meaning hereof including successors administrators, assignees etc) of the SECOND part.

WHEREAS, the Vendor is the absolute owner of the land bearing Sy.No.71/6 measuring 16 Acres 03 Guntas and Sy.No.72/6 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas by virtue of varasa rights (more fully described in **Schedule A** and hereinafter referred to as Schedule Property) along with structure trees, plants standing thereof.

Whereas the PURCHASER is in the process of identifying land required to be transferred to the Department of Forest, Government of Karnataka for the purpose of compensatory afforestation as per the Government of Karnataka order bearing No. A.Pa.Ji.88 FLL 2016, Bengaluru dated 31-08-2016. It has come to the knowledge of the Vendor that the purchaser is looking for the land for the purpose of compensatory afforestation.



Errors/Corrections Etc. 10/4







Whereas the owners of the said schedule property have executed registered power of attorney in favour of Mr. Sanjay Bharamnath Patil vide document bearing No. KHP-4-00102-2014-15, KHP-4-00103-2014-15, KHP-4-00104-2014-15, and KHP-4-00105-2014-15 of even dated 21.10.2014 registered before the Sub-Registrar, Khanapur.

Whereas the Owners through their Power of Attorney holder approached the Purchaser and informed that they have rights over the said "Schedule Property" by way producing the relevant documents pertaining to the said schedule property and that they are the absolute owner of schedule property.

Whereas, the Purchaser has agreed to purchase and vendor is in sound mind, without any undue influence, coercion and for their family bonafide needs and requirements has agreed to sell the said schedule property to the Purchaser.

Whereas the purchaser has agreed to purchase the same free from all encumbrances whatsoever along with the standing crops, appurtenances of whatsoever nature at the rate of Rs. 2,24,000/- (Rupees Two lakhs twenty-four thousand only) per acre totaling to Rs. 90,27,200/- (Rupees Ninety lakhs twenty-seven thousand two hundred only) on the terms and conditions more particularly referred herein below and Vendor has agreed to sell the schedule property for the said rate.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good valuable consideration the adequate of which is hereby acknowledged, it is hereby agreed by and between the parties hereto and this agreement witnesseth as under;

1. The Vendor has agreed to sell, convey and transfer in favour of Purchaser, the agricultural land bearing Sy.No.71/6 measuring 16 Acres 03 Guntas and Sy.No.72/6 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi together with all the structure/trees/plants, fencing, edifices, sewers, drains, ditches, shrubs, ways, paths, passage, common, gullies, wells, water, water-courses, liberties, privileges, easements, profiles, advantages, rights and appurtenances of whatsoever to the said schedule property and any part



thereof in consideration of Rs. 2,24,000/- (Rupees Two lakhs twenty-four thousand only) per acre totaling to Rs. 90,27,200/- (Rupees Ninety lakhs twenty-seven thousand two hundred only) for total area of 40 Acres 12 Guntas and Purchaser has agreed to purchase and pay the said consideration subject to deduction of applicable tax.

2. In consideration of the agreed rate per acre the Purchaser has agreed to pay Rs 5000/- (Rupees Five Thousand only) as token advance of the agreed sale consideration by way of Cheque bearing 684832 dated 03.02.2023 drawn on State Bank of India, Hosapete Branch in the name of the Vendor and the balance sale consideration at the time of execution of registered sale deed before the sub-registrar, Khanapur.

### **REPRESENTATION AND WARRANTIES OF THE VENDOR**

The Vendor hereby represents, warrants, undertaken and covenants to the Purchaser that :

3. The Vendor is the absolute owner of the schedule property and no other persons are having any right, interest, title, claims, demand of any nature whatsoever unto or upon the property either by way of sale, charge, mortgage, lien, gift, trust, lease easement or other wise and the said schedule property is free from all encumbrances.
4. Neither the said schedule property nor any part or portion thereof is the subject matter of any decree or order or attachment before / after judgment of any court of law and/ or any authority or authorities including under the provisions of the Income Tax act 1961. There are no proceedings pending in the any court of law wherein the property is the subject matter whereby or by reason or means whereof the Vendor has been prohibited or prevented or restrained from selling or transferring the property.
5. The Vendor has not entered into any agreement or arrangement for the sale, disposal, transfer, lease or encumbrances of whatsoever nature, in respect of the said schedule property with any party and no person whomsoever other than the Vendor has any claim, demand or right of any nature whatsoever into or upon or in respect of the property.

+ 

Errors/Corrections Etc.

*None only*





6. In case the Vendor has entered into any agreement or arrangements for sale, disposal, transfer, lease of whatsoever nature, in respect of the said schedule property or any part thereof, then the Vendor shall provide deed of cancellation or any other valid agreement which shows that the Vendor has absolute ownership of the said schedule property and is having full rights, power and absolute authority to sell and transfer the property.
7. The Vendor has not created any charge or encumbrances of whatsoever nature in respect of the said schedule property nor shall the Vendor create any encumbrances during the validity of this agreement. In case the Vendor has created any charge on the said schedule property, then the Vendor shall provide closure of charge / NOC from the concerned authorities with respect to the said schedule property.
8. The Vendor shall pay any and all property taxes and other dues in respect of the said schedule property till execution of the registered sale deed in favor of the Purchaser.
9. The Vendor shall sign, execute, register and complete, such instruments and instruments as may be required by the Purchaser from time to time and at all times hereafter in order to more effectually and completely transfer the title of the said schedule property to the Purchaser.
10. The Vendor shall make available all the documents and other information as may be required by the Purchaser in order to satisfy the Purchaser of the title of the seller in respect of said schedule property.
11. The sale will be completed by the Vendor by executing a Registered Sale Deed in favour of the Purchaser or as per the instruction of Purchaser in favour of Forest Department or any other government authorities or any person nominated. Vendor shall execute registered sale deed within such time and date as per the request of the Purchaser.
12. The Vendor shall indemnify and keep indemnified the Purchaser from and against all actions, claims, demands, costs, charges and expenses in respect of the said schedule property claimed as falling due prior to the date of handing over of possession of the said schedule property whether payable by the Vendor or any other predecessor in title or any person or persons claiming through the Vendor.



A handwritten signature in black ink, appearing to be "S. K. Bhargava", written over a horizontal line.

Errors/Corrections Etc. A handwritten signature in green ink, appearing to be "Dilip", written next to the text "Errors/Corrections Etc.".

13. Vendor shall arrange ownership authentication letter from Deputy Commissioner as sought by Deputy Conservator of Forest, Belagavi vide letter No. D1/Bhoomi/MSPL/CR- /2018-19/1575 dated 17.07.2018 to Deputy Commissioner Belagavi. Final sale deed will be executed by vendor after obtaining above ownership authentication letter.
14. In the event of Vendor failing to satisfy good and marketable title of the said schedule property to the satisfaction of the Purchaser, then the Purchaser shall be entitled to cancel this agreement of sale by issuing 15 days notice to the Vendor and on such cancellation the Purchaser shall be entitled to claim and recover from the Vendor the advance amount along with interest at the rate of 15% PA.
15. If there are any persons who are in occupation of any portion of the said schedule property then Vendor shall get evicted those persons in order to ensure peaceful and vacant physical possession is handed over to the Purchaser at the time of execution of the registered sale deed/s.
16. If any notice for acquisition are issued/published and whether or not received by the Vendor before the completion of the sale or is encumbered voluntarily or involuntarily or becomes subject matter of any litigation, the purchaser has the option to cancel this agreement and on such cancellation the Purchaser shall be entitled to claim and recover from the Vendor the advance amount if paid along with interest at the rate of 15% PA.

#### **STAMP DUTY AND REGISTRATION**

The Stamp duty and registration charges on this agreement, the Deed of Conveyance and all other documents to be executed in pursuance of this agreement shall be borne and paid by the Purchaser.

#### **JURISDICTION**

If any dispute arises then the appropriate court of Belagavi District will have jurisdiction.

#### **AMENDMENTS**

No amendments, deletion, addition or other changes if any of this agreement or waiver of any rights or remedy herein provided, will be effective unless specifically set forth in writing duly signed by the parties to be bound thereby.

  
Errors/Corrections Etc. 





The Vendor hereby agrees and confirm that the contents of this agreement has been explained to the Vendor in the language known to the them by the person who has signed as witness to this agreement.

## SCHEDULE PROPERTY

### SCHEDULE- A

(1) All that piece and parcel of the immovable property bearing Sy.No.71/6 measuring 16 Acres 03 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi, bounded on the and comprising of the following;

East by	:	Sy.No. 71/5
West by	:	Sy. No. 71/7
North by	:	Mahadayi River
South by	:	Sy.No. 72

(2) All that piece and parcel of the immovable property bearing Sy.No.72/6 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi, bounded on the and comprising of the following;

East by	:	Sy.No. 72/4
West by	:	Sy. No. 72/84
North by	:	Sy.No.71
South by	:	Sy.No. 72/5

In total measuring 41 Acres 02 Guntas.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first mentioned hereinabove.



SIGNED AND DELIVERED by the Vendor represented by Power of Attorney holder Mr. Sanjay Bharamnath Patil

SIGNED AND DELIVERED by the Within the named Purchaser

Witnesses:

1.

2.

Errors/Corrections Etc.

Executed before me this 20th day of February 2023 at Belgaum

**S. K. NANDGADI**  
ADVOCATE & DIST NOTARY  
Station Road, Khanapur  
M - 9148144792



GOVERNMENT OF INDIA  
NOTARY PUBLIC  
MADRAS  
1952

GOVERNMENT OF INDIA





सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Karnataka

Rs. 100

### e-Stamp

Certificate No. : IN-KA42713222003001V  
 Certificate Issued Date : 06-Jan-2023 07:44 PM  
 Account Reference : NONACC (FI)/ kagcs108/ HOSPET14/ KA-BY  
 Unique Doc. Reference : SUBIN-KAKAGCSL0881094249433886V  
 Purchased by : KHALLAPPA KAREPPA OBANNAGOL  
 Description of Document : Article 12 Bond  
 Description : SALE AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : KHALLAPPA KAREPPA OBANNAGOL  
 Second Party : MSPL LIMITED HOSAPETE  
 Stamp Duty Paid By : KHALLAPPA KAREPPA OBANNAGOL  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line



### AGREEMENT OF SALE WITHOUT POSSESSION

THIS DEED OF AGREEMENT OF SALE without possession is made and executed on this 20<sup>th</sup> day of January 2023 at Khanapur, Dist: Belagavi.

#### Between:

February

- 1) Mr. Fattu Dhulappa Gaonkar Aged about 60 years, and Mr. Namdev Dhulappa Gaonkar Aged about 47 years Occ: Agriculture, R/o, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi

#### Statutory Alert:

1. The authenticity of this e-Stamp is verified at 'www.sholestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
2. Any discrepancy in the details of the document is available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Errors/Corrections Etc.

1

- 2) Mr. Vithoba Mahadev Gaonkar Aged about 63 years and Mr. Yashawanth Mahadev Gaonkar Aged about 51 years Occ: Agriculture, R/o, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi
  - 3) Mr. Nagesh Mashnu Gaonkar, Aged about 31 years, Occ: Agriculture, R/o Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi
  - 4) Mr. Malu Narayan Gouda Aged about 55 years, Occ: Agriculture, R/o, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi
- are owners of Sy.No.71/8 measuring 16 Acres 03 Guntas and Sy.No.72/8 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi represented by their Power of Attorney holder **Mr. Kallappa Kareppa Obannagol** aged about 66 years Occ: Agriculture R/o. Mutaga,, Belagavi Taluk & District (hereinafter referred as "Vendor" which expression shall include her legal representatives, heirs, successors, administrators, assignees, agents etc.) of the FIRST part,

**And**

**MSPL Limited**, a company registered under Companies Act, 1956 and having its corporate office at Baldota Enclave, Abheraj Baldota Road, Hosapete, Dist: Bellary- 583203, represented by its authorised signatory **K. Madhusudhana, Chief Executive Officer** (hereinafter referred as "Purchaser" which expression shall unless repugnant to the context or meaning hereof including successors administrators, assignees etc) of the SECOND part.

WHEREAS, the Vendor is the absolute owner of the land bearing Sy.No.71/8 measuring 16 Acres 03 Guntas and Sy.No.72/8 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas by virtue of varasa rights (more fully described in **Schedule A** and hereinafter referred to as Schedule Property) along with structure trees, plants standing thereof.

Whereas the PURCHASER is in the process of identifying land required to be transferred to the Department of Forest, Government of Karnataka for the purpose of compensatory afforestation as per the Government of Karnataka order bearing No. A.Pa.Ji.88 FLL 2016, Bengaluru dated 31-08-2016. It has come to the knowledge of the Vendor that the purchaser is looking for the land for the purpose of compensatory afforestation.



L.H.T. of  
K. K. Obannagol

W.A.





Whereas the owners of the said schedule property have executed registered power of attorney in favour of Mr Kallappa Kareppa Obannagol vide document bearing No. KHP-4-00139-2014-15, KHP-4-00145-2014-15, KHP-4-00135-2014-15, and KHP-4-00134-2014-15 of even dated 05.11.2014 and 06.11.2014 registered before the Sub-Registrar, Khanapur.

Whereas the Owners through their Power of Attorney holder approached the Purchaser and informed that they have rights over the said " Schedule Property" by way producing the relevant documents pertaining to the said schedule property and that they are the absolute owner of schedule property.

Whereas, the Purchaser has agreed to purchase and vendor is in sound mind, without any undue influence, coercion and for their family bonafide needs and requirements has agreed to sell the said schedule property to the Purchaser.

Whereas the purchaser has agreed to purchase the same free from all encumbrances whatsoever along with the standing crops, appurtenances of whatsoever nature at the rate of Rs. 2,24,200/- (Rupees Two lakhs Twenty-four thousand Two hundred only) per acre totaling to Rs. 90,27,200/- (Rupees Ninety laksh Twenty seven thousand two hundred only) on the terms and conditions more particularly referred herein below and Vendor has agreed to sell the schedule property for the said rate.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good valuable consideration the adequate of which is hereby acknowledged, it is hereby agreed by and between the parties hereto and this agreement withnesseth as under;

1. The Vendor has agreed to sell, convey and transfer in favour of Purchaser, the agricultural land bearing Sy.No.71/8 measuring 16 Acres 03 Guntas and Sy.No.72/8 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi together with all the structure/trees/plants, fencing, edifices, sewers, drains, ditches, shrubs, ways, paths, passage, common, gullies, wells, water, water-courses, liberties, privileges, easements, profiles, advantages, rights and appurtenances of whatsoever to the said schedule property and any part thereof in consideration Rs. 2,24,200/- (Rupees Two lakhs Twenty-four thousand Two hundred only) per acre totaling to Rs. 90,27,200/- (Rupees



Ninety laksh Twenty seven thousand two hundred only) for total area of 40 Acres 12 Guntas and Purchaser has agreed to purchase and pay the said consideration subject to deduction of applicable tax.

2. In consideration of the agreed rate per acre, the Purchaser has agreed to pay Rs 5000/- (Rupees Five Thousand only) as token advance of the agreed sale consideration by way of Cheque bearing 684839 dated 3.02.2022 drawn on State Bank of India, Hosapete Branch in the name of the Vendor and the balance sale consideration at the time of execution of registered sale deed before the sub-registrar, Khanapur.

### **REPRESENTATION AND WARRANTIES OF THE VENDOR**

The Vendor hereby represents, warrants, undertaken and covenants to the Purchaser that :

3. The Vendor is the absolute owner of the schedule property and no other persons are having any right, interest, title, claims, demand of any nature whatsoever unto or upon the property either by way of sale, charge, mortgage, lien, gift, trust, lease easement or other wise and the said schedule property is free from all encumbrances.

4. Neither the said schedule property nor any part or portion thereof is the subject matter of any decree or order or attachment before / after judgment of any court of law and/ or any authority or authorities including under the provisions of the Income Tax act 1961. There are no proceedings pending in the any court of law wherein the property is the subject matter whereby or by reason or means whereof the Vendor has been prohibited or prevented or restrained from selling or transferring the property.

5. The Vendor has not entered into any agreement or arrangement for the sale, disposal, transfer, lease or encumbrances of whatsoever nature, in respect of the said schedule property with any party and no person whomsoever other than the Vendor has any claim, demand or right of any nature whatsoever into or upon or in respect of the property.

6. In case the Vendor has entered into any agreement or arrangements for sale, disposal, transfer, lease of whatsoever nature, in respect of the said schedule property or any part thereof, then the Vendor shall provide deed of cancellation or any other valid agreement which shows that the Vendor has absolute ownership



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L. M. T. of  
K. K. Obungul

WV



of the said schedule property and is having full rights, power and absolute authority to sell and transfer the property.

7. The Vendor has not created any charge or encumbrances of whatsoever nature in respect of the said schedule property nor shall the Vendor create any encumbrances during the validity of this agreement. In case the Vendor has created any charge on the said schedule property, then the Vendor shall provide closure of charge / NOC from the concerned authorities with respect to the said schedule property.
8. The Vendor shall pay any and all property taxes and other dues in respect of the said schedule property till execution of the registered sale deed in favor of the Purchaser.
9. The Vendor shall sign, execute, register and complete, such instruments and instruments as may be required by the Purchaser from time to time and at all times hereafter in order to more effectually and completely transfer the title of the said schedule property to the Purchaser.
10. The Vendor shall make available all the documents and other information as may be required by the Purchaser in order to satisfy the Purchaser of the title of the seller in respect of said schedule property.
11. The sale will be completed by the Vendor by executing a Registered Sale Deed in favour of the Purchaser or as per the instruction of Purchaser in favour of Forest Department or any other government authorities or any person nominated. Vendor shall execute registered sale deed within such time and date as per the request of the Purchaser.
12. The Vendor shall indemnify and keep indemnified the Purchaser from and against all actions, claims, demands, costs, charges and expenses in respect of the said schedule property claimed as falling due prior to the date of handing over of possession of the said schedule property whether payable by the Vendor or any other predecessor in title or any person or persons claiming through the Vendor.
13. Vendor shall arrange ownership authentication letter from Deputy Commissioner as sought by Deputy Conservator of Forest, Belagavi vide letter No. D1/Bhoomi/MSPL/CR- /2018-19/1575 dated 17.07.2018 to Deputy Commissioner



L. H. T. J.  
K. K. obbungal

MA



Belagavi. Final sale deed will be executed by vendor after obtaining above ownership authentication letter.

14. In the event of Vendor failing to satisfy good and marketable title of the said schedule property to the satisfaction of the Purchaser, then the Purchaser shall be entitled to cancel this agreement of sale by issuing 15 days notice to the Vendor and on such cancellation the Purchaser shall be entitled to claim and recover from the Vendor the advance amount along with interest at the rate of 15% PA.
15. If there are any persons who are in occupation of any portion of the said schedule property then Vendor shall get evicted those persons in order to ensure peaceful and vacant physical possession is handed over to the Purchaser at the time of execution of the registered sale deed/s.
16. If any notice for acquisition are issued/published and whether or not received by the Vendor before the completion of the sale or is encumbered voluntarily or involuntarily or becomes subject matter of any litigation, the purchaser has the option to cancel this agreement and on such cancellation the Purchaser shall be entitled to claim and recover from the Vendor the advance amount if paid along with interest at the rate of 15% PA.

#### **STAMP DUTY AND REGISTRATION**

The Stamp duty and registration charges on this agreement, the Deed of Conveyance and all other documents to be executed in pursuance of this agreement shall be borne and paid by the Purchaser.

#### **JURISDICTION**

If any dispute arises then the appropriate court of Belagavi District will have jurisdiction.

#### **AMENDMENTS**

No amendments, deletion, addition or other changes if any of this agreement or waiver of any rights or remedy herein provided, will be effective unless specifically set forth in writing duly signed by the parties to be bound thereby.

The Vendor hereby agrees and confirm that the contents of this agreement has been explained to the Vendor in the language known to the them by the person who has signed as witness to this agreement.



L.H.T. of  
K.K. obburugal

*[Handwritten signature]*



6  
Errors/Corrections Etc 10/13



## SCHEDULE PROPERTY

### SCHEDULE - A

(1) All that piece and parcel of the immovable property bearing Sy.No.71/8 measuring 16 Acres 03 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi, bounded on the and comprising of the following;

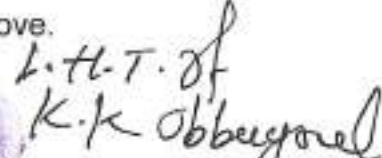
East by : Sy.No. 71/7  
West by : Sy. No. 71/15  
North by : Mahadayi River  
South by : Sy.No. 72


(2) All that piece and parcel of the immovable property bearing Sy.No.72/8 measuring 24 Acres 09 Guntas totaling 40 Acres 12 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi, bounded on the and comprising of the following;

East by : Sy.No. 72/6  
West by : Sy. No. 72/10  
North by : Sy.No.71  
South by : Sy No. 72/7 & 9

In total measuring 41 Acres 02 Guntas.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first mentioned hereinabove.

  
SIGNED AND DELIVERED by the Vendor  
represented by Power of Attorney holder Mr.  
Kallappa Kareppa Obannagol

  
SIGNED AND DELIVERED by the  
Within the named Purchaser

#### Witnesses:

1. 
2. 

Errors/Corrections Etc





Executed before me this.....  
day of ..... 2025  
at Belgaum

  
**S. K. NANDGADI**  
ADVOCATE & DIST NOTARY  
Station Road, Khanapur  
M - 9148144792







सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of Karnataka

Rs. 100

### e-Stamp

Certificate No. : IN-KA42714128296924V  
 Certificate Issued Date : 06-Jan-2023 07:49 PM  
 Account Reference : NONACC (FI)/ kagcs108/ HOSPET14/ KA-BY  
 Unique Doc. Reference : SUBIN-KAKAGCSL0881095851689010V  
 Purchased by : SADU BHIMA PATIL  
 Description of Document : Article 12 Bond  
 Description : SALE AGREEMENT  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : SADU BHIMA PATIL  
 Second Party : MSPL LIMITED HOSAPETE  
 Stamp Duty Paid By : SADU BHIMA PATIL  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

### AGREEMENT OF SALE WITHOUT POSSESSION

THIS DEED OF AGREEMENT OF SALE without possession is made and executed on this 20th day of January 2023 at Khanapur, Dist: Belagavi.

**Between:**

February

- 1) Mr. Devappa Narayan Gavada Aged about 53 years, Occ: Agriculture, R/o, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi

#### Statutory Alert:

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2. Any discrepancy in the details in this certificate and as available on the website / Mobile App renders it invalid.
3. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Errors/Corrections Etc.



- 2) Mr. Dhanaji @ Dhanappa Krishna Kellikar @ Gavada Aged about 49 years, Occ: Agriculture, R/o, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi
  - 3) Mr. Maruti Fattu Gavada Aged about 46 years, Occ: Agriculture, R/o Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi
  - 4) Mr. Ishwar Soman @ Somanna Gavada Aged about 53 years, Occ: Agriculture, R/o H.N.57/2, Gavali, Post: Nersa, Taluk Khanapur, Dist: Belagavi
- are owners of Sy.No.71/10 measuring 16 Acres 03 Guntas and Sy.No.72/10 measuring 24 Acres 39 Guntas totaling 41 Acres 02 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi represented by their Power of Attorney holder **Mr. Sadu Bhima Patil** aged about 60 years Occ: Agriculture R/o. H.No.3683, Ward No.9, Gokak, Taluk Gokak, Belagavi District (hereinafter referred as "Vendor" which expression shall include her legal representatives, heirs, successors, administrators, assignees, agents etc.) of the FIRST part,

**And**

**MSPL Limited**, a company registered under Companies Act, 1956 and having its corporate office at Baldota Enclave, Abheraj Baldota Road, Hosapete, Dist: Bellary- 583203, represented by its authorised signatory **K. Madhusudhana, Chief Executive Officer** (hereinafter referred as "Purchaser" which expression shall unless repugnant to the context or meaning hereof including successors administrators, assignees etc) of the SECOND part.

WHEREAS, the Vendor is the absolute owner of the land bearing Sy.No.71/10 measuring 16 Acres 03 Guntas and Sy.No.72/10 measuring 24 Acres 39 Guntas totaling 41 Acres 02 Guntas by virtue of varasa rights (more fully described in **Schedule A** and hereinafter referred to as Schedule Property) along with structure trees, plants standing thereof.

Whereas the PURCHASER is in the process of identifying land required to be transferred to the Department of Forest, Government of Karnataka for the purpose of compensatory afforestation as per the Government of Karnataka order bearing No. A.Pa.Ji.88 FLL 2016, Bengaluru dated 31-08-2016. It has come to the knowledge of the Vendor that the purchaser is looking for the land for the purpose of compensatory afforestation.

Whereas the owners of the said schedule property have executed registered power of attorney in favour of Mr. Sadu Bhima Patil vide document bearing No. KHP-4-



*S. B. Patil*  
S. B. Patil

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*Errors/Corrections to be made*



00170-2014-15, KHP-4-00171-2014-15, KHP-4-00172-2014-15, and KHP-4-00173-2014-15 of even dated 24.11.2014 registered before the Sub-Registrar, Khanapur.

Whereas the Owners through their Power of Attorney holder approached the Purchaser and informed that they have rights over the said " Schedule Property" by way producing the relevant documents pertaining to the said schedule property and that they are the absolute owner of schedule property.

Whereas, the Purchaser has agreed to purchase and vendor is in sound mind, without any undue influence, coercion and for their family bonafide needs and requirements has agreed to sell the said schedule property to the Purchaser.

Whereas the purchaser has agreed to purchase the same free from all encumbrances whatsoever along with the standing crops, appurtenances of whatsoever nature at the rate of of Rs. 2,24,000/- (Rupees Two lakhs twenty-four thousand only) per acre totaling to Rs. 91,95,200/- (Rupees Ninety-one lakhs ninety-five thousand two hundred only) on the terms and conditions more particularly referred herein below and Vendor has agreed to sell the schedule property for the said rate.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good valuable consideration the adequate of which is hereby acknowledged, it is hereby agreed by and between the parties hereto and this agreement withnesseth as under;

1. The Vendor has agreed to sell, convey and transfer in favour of Purchaser, the agricultural land bearing Sy.No.71/10 measuring 16 Acres 03 Guntas and Sy.No.72/10 measuring 24 Acres 39 Guntas totaling 41 Acres 02 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi together with all the structure/trees/plants, fencing, edifices, sewers, drains, ditches, shrubs, ways, paths, passage, common, gullies, wells, water, water-courses, liberties, privileges, easements, profiles, advantages, rights and appurtenances of whatsoever to the said schedule property and any part thereof in consideration of of Rs. 2,24,000/- (Rupees Two lakhs twenty-four thousand only) per acre totaling to Rs. 91,95,200/- (Rupees Ninety-one lakhs ninety-five thousand two hundred only) for total area of 41 Acres 02 Guntas



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S. B. Patel

Signature of the Purchaser.

Errors/Corrections Etc.

and Purchaser has agreed to purchase and pay the said consideration subject to deduction of applicable tax.

2. In consideration of the agreed rate per acre the Purchaser has agreed to pay Rs 5000/- (Rupees Five Thousand only) as token advance of the agreed sale consideration by way of Cheque bearing 104840 dated 3.03.2023 drawn on State Bank of India, Hosapete Branch in the name of the Vendor and the balance sale consideration at the time of execution of registered sale deed before the sub-registrar, Khanapur.

### **REPRESENTATION AND WARRANTIES OF THE VENDOR**

The Vendor hereby represents, warrants, undertaken and covenants to the Purchaser that :


3. The Vendor is the absolute owner of the schedule property and no other persons are having any right, interest, title, claims, demand of any nature whatsoever unto or upon the property either by way of sale, charge, mortgage, lien, gift, trust, lease easement or other wise and the said schedule property is free from all encumbrances.

4. Neither the said schedule property nor any part or portion thereof is the subject matter of any decree or order or attachment before / after judgment of any court of law and/ or any authority or authorities including under the provisions of the Income Tax act 1961. There are no proceedings pending in the any court of law wherein the property is the subject matter whereby or by reason or means whereof the Vendor has been prohibited or prevented or restrained from selling or transferring the property.

5. The Vendor has not entered into any agreement or arrangement for the sale, disposal, transfer, lease or encumbrances of whatsoever nature, in respect of the said schedule property with any party and no person whomsoever other than the Vendor has any claim, demand or right of any nature whatsoever into or upon or in respect of the property.

6. In case the Vendor has entered into any agreement or arrangements for sale, disposal, transfer, lease of whatsoever nature, in respect of the said schedule property or any part thereof, then the Vendor shall provide deed of cancellation or any other valid agreement which shows that the Vendor has absolute ownership



  
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S.B. Patil

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4. Done  
only.



of the said schedule property and is having full rights, power and absolute authority to sell and transfer the property.

7. The Vendor has not created any charge or encumbrances of whatsoever nature in respect of the said schedule property nor shall the Vendor create any encumbrances during the validity of this agreement. In case the Vendor has created any charge on the said schedule property, then the Vendor shall provide closure of charge / NOC from the concerned authorities with respect to the said schedule property.
8. The Vendor shall pay any and all property taxes and other dues in respect of the said schedule property till execution of the registered sale deed in favor of the Purchaser.
9. The Vendor shall sign, execute, register and complete, such instruments and instruments as may be required by the Purchaser from time to time and at all times hereafter in order to more effectually and completely transfer the title of the said schedule property to the Purchaser.
10. The Vendor shall make available all the documents and other information as may be required by the Purchaser in order to satisfy the Purchaser of the title of the seller in respect of said schedule property.
11. The sale will be completed by the Vendor by executing a Registered Sale Deed in favour of the Purchaser or as per the instruction of Purchaser in favour of Forest Department or any other government authorities or any person nominated. Vendor shall execute registered sale deed within such time and date as per the request of the Purchaser.
12. The Vendor shall indemnify and keep indemnified the Purchaser from and against all actions, claims, demands, costs, charges and expenses in respect of the said schedule property claimed as falling due prior to the date of handing over of possession of the said schedule property whether payable by the Vendor or any other predecessor in title or any person or persons claiming through the Vendor.
13. Vendor shall arrange ownership authentication letter from Deputy Commissioner as sought by Deputy Conservator of Forest, Belagavi vide letter No. D1/Bhoomi/MSPL/CR- /2018-19/1575 dated 17.07.2018 to Deputy Commissioner



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Belagavi. Final sale deed will be executed by vendor after obtaining above ownership authentication letter.

14. In the event of Vendor failing to satisfy good and marketable title of the said schedule property to the satisfaction of the Purchaser, then the Purchaser shall be entitled to cancel this agreement of sale by issuing 15 days notice to the Vendor and on such cancellation the Purchaser shall be entitled to claim and recover from the Vendor the advance amount along with interest at the rate of 15% PA.
15. If there are any persons who are in occupation of any portion of the said schedule property then Vendor shall get evicted those persons in order to ensure peaceful and vacant physical possession is handed over to the Purchaser at the time of execution of the registered sale deed/s.
16. If any notice for acquisition are issued/published and whether or not received by the Vendor before the completion of the sale or is encumbered voluntarily or involuntarily or becomes subject matter of any litigation, the purchaser has the option to cancel this agreement and on such cancellation the Purchaser shall be entitled to claim and recover from the Vendor the advance amount if paid along with interest at the rate of 15% PA.

#### **STAMP DUTY AND REGISTRATION**

The Stamp duty and registration charges on this agreement, the Deed of Conveyance and all other documents to be executed in pursuance of this agreement shall be borne and paid by the Purchaser.


#### **JURISDICTION**

If any dispute arises then the appropriate court of Belagavi District will have jurisdiction.

#### **AMENDMENTS**

No amendments, deletion, addition or other changes if any of this agreement or waiver of any rights or remedy herein provided, will be effective unless specifically set forth in writing duly signed by the parties to be bound thereby.

The Vendor hereby agrees and confirm that the contents of this agreement has been explained to the Vendor in the language known to the them by the person who has signed as witness to this agreement.

 L.H.T. &  
S.B. putil

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Errors/Corrections Etc





**SCHEDULE PROPERTY**  
**SCHEDULE - A**

(1) All that piece and parcel of the immovable property bearing Sy.No.71/10 measuring 16 Acres 03 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi, bounded on the and comprising of the following;

East by	:	Sy.No. 71/9
West by	:	Sy. No. 71/11
North by	:	Mahadayi River
South by	:	Sy.No. 71/17

(2) All that piece and parcel of the immovable property bearing Sy.No. 72/10 measuring 24 Acres 39 Guntas totaling 41 Acres 02 Guntas situated at Gunji Hobli, Gavali village, Khanpur Taluk, Dist: Belagavi, bounded on the and comprising of the following;

East by	:	Sy.No. 72/8
West by	:	Sy. No. 72/1
North by	:	Sy.No.71
South by	:	Sy.No. 72/11

In total measuring 41 Acres 02 Guntas.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day and year first mentioned hereinabove.

  
SIGNED AND DELIVERED by the Vendor  
represented by Power of Attorney holder Mr.  
Sadu Bhima Patil

  
SIGNED AND DELIVERED by the  
Within the named Purchaser

**Witnesses:**

1. 
2. 

Errors/Corrections Etc. 



Executed before me this 20  
day of February 2023  
at Belgaum

  
**S. K. NANDGADI**  
ADVOCATE & DIST NOTARY  
Station Road, Khanapur  
M - 9148144792



GOVT. OF INDIA  
NOTARY  
MADRAS  
1947