

## SALE DEED

This SALE DEED is made on this 09th day of March of 2022

#### BETWEEN

Sri.Umadevi W/o Shantakumar Hiremath, Aged about 36 years, Agriculture/Housewife, Ward No:7 Near J.C School, Ilkal Taluk, Ilkal, Dist: Bagalkot. Adhar No: 2342 1796 8642. (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 PARTY.

#### **AND**

Forest Department, on behalf of Hon'ble Governor of Karnataka represented by Deputy Conservation of Forests at Raichur (hereinafter referred to as the "Buyer", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors) as the SECOND PARTY.

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

Whereas, the SELLER is the owner of the property (Sy No.67/1Hissa\* Measuring 23 Acre 20Guntas, Kharab2 Acre 10Guntas, Remaining 21 Acre 10 Guntas Land Situated at Raichur District, MaskiTaluka, MaskiHobli, Bailgudda village, and the old sale deed Document No: 993/2014-15 more fully described in the schedule hereto and he is intending to sell the same. And whereas the Buyer has agreed with the SELLER for the absolute sale to him free from that is paid by the User Agency (M/s. Kirloskar Ferrous Industries Limited. Bevinahalli Village, District Koppal) encumbrances for the sum of Rs.29,97,002/- (Twenty Nine Lakh Ninty Seven Thousand Two). Now this deed witness follows:

Whereas, the Seller is absolutely seized and possessed of or otherwise well and sufficiently entitle to the plot of agriculture lands bearing Sy.No: 67/1Hissa\* Measuring 23 Acre 20Guntas, Kharab2 Acre 10 Guntas, Remaining 21 Acre 10 guntas Land Situated at Raichur District, Maski Taluka, Maski Hobli, Bailgudda village Karnataka together with if any structures therein an more particularly described in the schedule hereunder (hereafter referees to as the "property").

Whereas, as per the legal heir succession acquire the property 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.

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ಪ್ರಾದೇಶಿಕ ವಲಯ ಅಂಗಸುಗೂರು

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 13102

ಹಿರಿಯ ಉಪನೋಂದಕಾಧಕಾರಿಗಳು ಲಿಂಗಸುಗೂರು

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ ಲಿಂಗಸಗೂರು ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 09-03-2022 ರಂದು 11:34:11 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	525,00
2	ನೆಕ್ಷೆ ಫೈಲಿಂಗ್ ಶುಲ್ಕ	100.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	35.00
	<b>દ</b> ાકોટ્સ :	660.00

ಶ್ರೀ Sri Forest Department on Behalf of Hon'ble Governor of Karnataka represented by Deputy Conservation of Forests at Raichur . ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

क्रैग्रेंटो	ಫೋಟೊ	ಹೆಚ್ಚಿಟ್ಟಿನ ಗುರುತು	ग्रेक
ಶ್ರೀ Sri Forest Department on Behalf of Hon'ble Governor of Karnataka represented by Deputy Conservation of Forests at Raichur .			ವಲಯ ಅರಣ್ಯ ಅಧಿಕಾ ಪ್ರಾದೇಶಿಕ ವಲಯ ಅಂಗಸು

केरिया शार्व तील्लाक्षेत्रकारमञ्जूष्टे अ स्थापा स्थापित स्थापा स्यापा स्थापा स्यापा स्थापा स

# ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೊ	సేదీ			
1	Sri Forest Department on Behalf of Hon'ble Governor of Karnataka represented by Deputy . Conservation of Forests at Raichur . C/o (ಬರೆಸಿಕೊಂಡವೆರು)			ವಲಯ ಅರಣ್ಯ ಅಧಿಕಾರಿ ಪ್ರಾದೇಶಿಕ ವಲಯ ಅಂಗಸುಗ		
2	Sri ಉಮಾದೇವಿ H/o ಶಾಂತಕುಮಾರ ಹಿರೇಮಠ (ಬರೆದುಕೊಡುವವರು)					

हरण सर्व तीक्टविकिक्क विकाश स्थाप स्याप स्थाप स्याप स्थाप स्याप स्थाप स्याप स्थाप स



Whereas, M/s. KIRLOSKAR Channakeshwaramines (FP/KA/MIN/41916/2019), M/s.KIRLOSKAR Bharath mines (FP/KA/MIN/45164/2020), & M/s.KIRLOSKAR Bharath mines approach road (FP/KA/MIN/143973/2021) [FORM -B] at Hosadurga Block, chitradurga District and SandurTq Bellary DistDivision, Karnataka. Respectively total an extent of 41.08 Ha.

Whereas, as per para NO. 2.3 (i) of Chapter No.2 of Handbook of Guidelines for effective and transparent implementation of the provisions of Forest (Conservation) Act 1980, the user Agency has to transfer and mutate the suitable non-forest land equivalent to the area propose for diversion at the cost to be paid by user Agency. In this regard, M/s. Kirloskar Ferrous Industries Limited Koppal, Bevinahalli Village, District Koppala. Has identified land as describe in the schedule (property) and submitted the request letter to the Deputy Conservator of Forests, Raichur to issue Suitability Certificate for Raising of Compensatory Afforestation. The Deputy Conservator of Forest Raichur visited the said area on 17-02-2022 and issued CA land suitability certificate vide letter Date: 02-03-2022.

Whereas, the Government of Karnataka Forest Department has Scrutinized and forwarded the proposal Number (FP/KA/MIN/41916/2019), (FP/KA/MIN/45164/2020), (FP/KA/MIN/143973/2021) [FORM-B] (by the principal chief conservator of forest (Forest Conservation) and Nodal officer, (FCA Bangalore) which is under consideration the "scheduled property" for raising Compensatory Afforestation on behalf of M/s. Kirloskar Ferrous Industries Limited Koppala, Bevinahalli Village, District Koppala for mandatory provision for diversion of forest land for non-forestry purpose as per the Forest(Conservation) Act 1980 and Government of Karnataka represented by Deputy Conservator of Forests, Raichur.

Whereas, in consideration of INR Rs. Rs.13,29,000/- (Thirteen Lakhs Twenty Nine Thousand). Paid to Umadevi W/o Shantakumar Hiremath through R.T.G.S - U.T.R No: RTGS/SK/UTIBR52022030800367307/618/UMADEVI/ BANK O 08-03-2022 CHEQUE No: 301289 Axis Bank. And Balance Amount Rs. 16,68,002.00 (Sixteen Lakhs Sixty Eight Thousand Two) through check No: 301296 of Axis Bank Dated 08-03-2022.

Page No 2.

and the same

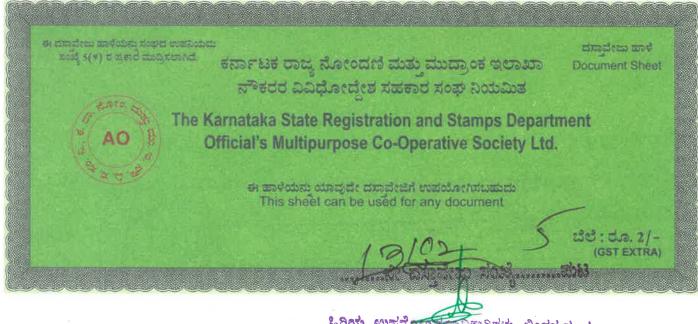
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3	M/S M/S Kirloskar Ferrous Industries Limited Bevinanhalli Village (User Agency )	0		
	(ಬರೆದುಕೊಡುವವರು)			* 5 5

ಹಿರಿಯ ಉಪಘಾರ್ಥವಾಧಿಕಾರಿಗಳು ಲಿಂಗಸುಗೂರು

ಹಿಲಯ ಕ್ರಮ ಸ್ಥಾಪ್ತ್ಯ ಆಂಗಸುಗೂರು.





ಹಿರಿಯ ಉಪನೋಂದಕಾಧಿಕಾರಿಗಳು ಲಿಂಗಸುಗೂರು

Whereas, the receipt of the said amount is acknowledged by the seller, the seller hereby irrevocably conveys and transfer by way of sale to the Buyer all that piece and parcel of Land bearing Sy.No. 67/1Hissa\* Measuring 23 Acre 20 Guntas, Kharab 2 Acre 10Guntas, Remaining 21 Acre 10 Guntas Land Situated at Raichur District, Maski Taluka, Maski Hobli, Bailgudda village Karnataka, which is more particularly describe in schedule, free from any encumbrances and reasonable doubts, together with all and singular the structures, houses, outhouses, fencing, compounds walls, edifices, buildings, court yards, areas, compounds, sewers, drains, ditches, feces, trees, plants, shrubs, ways, paths, passages, commons, gullies, wells, waters, water-courses, lights, liberties, privileges, easements, profits, advantages, rights member and appetencies whatsoever to the said land or ground hereditaments and premises or any part there of belonging or in any wise appurtenant or with the same or any part thereof now or at any time hereto before usually help used occupied or enjoyed or reputed or known as part or member thereof and to belong or be appurtenant theretoand thus the seller has handed over the possession of the Schedule mentioned property in favour of the buyer.

Whereas, 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 in hereinbefore, in any manner whatsoever, been mortgaged, charge, 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.

Whereas, the Seller has further represented that, to the best of knowledge, there are no proceedings, order, decree, suit or judgment pending/passed in/by any court or judicial/government authority, local body of statutory authority respect of the property, which would, in any manner, prejudice, restrain, limit or inhibit the transfer of all titles, rights, interests and benefit connected with the property to an in favour of the Buyer.

Whereas, the parties, being desirous of recording terms and conditions on which the seller shall sell and the Buyer acquire the property, have decide to execute this deed.

Whereas, the parties shall undertake all necessary step as may be require to endorse the name of the buyer in place of seller in the concerned revenue records of the property. The party shall depute their respective authorized representatives, as and when require, to the office of Sub-Registrar for signing the requisite documents as may be desired by the said offices.

Page No 3.

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### ಗುರುತಿಸುವವರು

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2	K.Satish Kumar S/o Sangamanatha R/o Kottur Tq- Kudalagi	Soldialy

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As per G.O.No RD 403 ESR 85 Dated 27-5-1986 Registration Fee Is Exempted. As per G.O.No RD 33 GST 62 Dated 15/16 th February 1969 Stamp Duty Is Exempted.

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1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ LNG-1-13102-2021-22 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ LNGD1026 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 09-03-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಓ೦ ಸಬ್ ರಜಿಸ್ಟ್ರಾರೆ (ಲಿಂಗಸಗೂರು)

Designed and Developed by C-DAC, ACTS, Pune



- 3) That the seller hereby convents to the Buyer that:
  - (vii) 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 there Buyer by way of this deed of conveyance and non withstanding 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 where by the seller is prevented from granting and conveying the property in the manner aforesaid or whereby the property or any part therefore, are, is can or may be charged encumbered or prejudicially affected in estate, title or otherwise;
  - (viii) 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 appurtences, and receive the rents issues and profits thereof and every part thereof for its own use and benefits 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
  - (ix) 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 ill 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, administrators and assign shall reasonably require.

Whereas, the seller confirms that he shall fully co-operate with the buyer and the statutory authorities and do all such acts, manners, deeds and things ,may be necessary and expedient for having buyer name endorsed in the require revenue records and shall not do any act, matters, deed or thing which may delay or otherwise adversely affect the endorsement.

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Whereas, the Seller has Simultaneous with the execution of the deed delivered vacant and peaceful possession of the property to the Buyer, and the buyer hereby acknowledge delivery of vacant and peaceful possession of the property from the seller.

Whereas, the Seller hereby agrees and undertakes to indemnify the Buyer and Kirloskar Ferrous Industries Limited Koppala, Bevinahalli Village, District Koppala. 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.

Whereas as per the provision in section 3 of the Karnataka Stamp Act 1957 No-duty Shall be chargeable in respect of any instrument executed on behalf of, or in favor of the State Government in cases where the State Government would be liable to pay the duty chargeable in respect of such instruments 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 exempted from the payment of all fees under the Table of Registration Fees. However, in case any stamp duty or registration fees in respect to this instruments is accused by any competent authority to be borne by the State Government, the same would be borne by M/s. Kirloskar Ferrous Industries Limited Koppal, Bevinahalli Village, District Koppala.

### **Schedule Property**

Land situated within the limits of Sy.No: 67/1Hissa\* Measuring 23 Acre 20 Guntas, Kharab2 Acre 10 Guntas, Remaining 21 Acre 10 guntas Land Situated at Raichur District, Maski Taluka, Maski Hobli, Bailgudda village Karnataka with the following descriptions;

**Boundaries:** 

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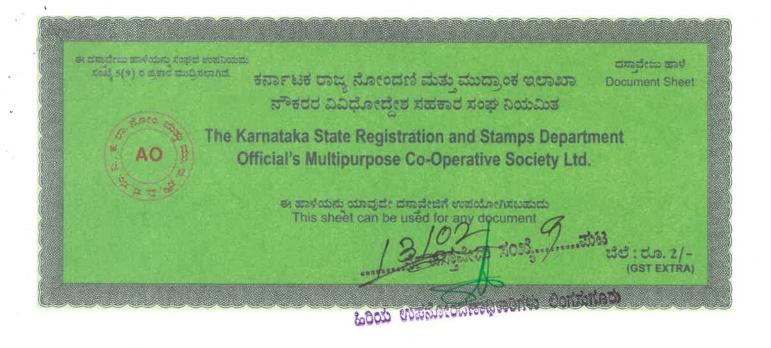
East:Sy.No 65/2 West:Sy.No 107/2

North:Sy. No 68/1

South: Sy. No 67/2 Hissa 1

Page No 5.

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

SIGNED AN DELIVERED by the within named Seller.

SIGNED AN DELIVERED by the within named Buyer ात्राताकर

Witnesses:-

a

Sangamanatha Rlo. Kottur.

1)

(Sharanappa A Yedahalli S/o Andappa Yedahalli R/o Beeligi)

3)

antosh Kumar T Slo Hanunantappa flo Hospet

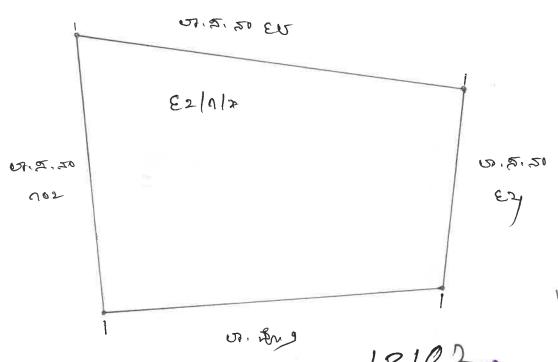
RAJINIKANTH MSW, LL.B (Spl.)

\*Shri Veerabhadreshwara Nilaya\* Ward No.18,
Paramanna Layout, Opp. Water Tank, Azad Nagar
LINGASUGUR - 584 122, Dt. Raichur.
State: Karnataka - Cell: 8277283786

KAR 1594-A /2017

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केंश्वा शास तीक्षावासिक शतिया ලටත්ත්වරා.

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