

FULL SETTLEMENT SALE AGREEMENT CUM SALE DEED

got the schedule property, the Vendor is in THIS POSSESSION DELIVERY OF FULL SETTLEMENT SALE AGREEMENT is made and executed on this 22nd day of November 1995 by and between:

Smt. MOHMOODUNNISA, vanon baan or a some Aged about 59 years, and 1 me SI. No. 4885 Wife of Sri. Mastan Khan,
Residing at No.36, 2nd Cross, Thilaknagar, sa gyode of the total BANGALORE - 560 041,

NOTARY REGISTER

hereinafter called the VENDOR of the one part and FAVOUR OF: pureful of car is entire

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BISMILLAH EDUCATIONAL TRUST (Regd.) No.85, B.E.T. School Road, Bismillanager, IN THEMBLITTEE JUST BURE BU Bannerghatta Road. BANGALDRE - 560 029.

Represented by its CHAIRMAN Mr. MAHMOOD KHAN, Aged about 70 years, and SECRETARY Mr. MOHAMMED SAIFULLA, Aged about 35 years.

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hereinafter called the PURCHASERS of the other part.

WHEREAS the terms both the Vendor and Purchasers shall mean and include their respective heirs, legal representatives, administrators, executors and assigns:

WHEREAS the Vendor is the sole and absolute owner of the property bearing Site No.8S in Sy.No.73/2, situated at Bismillanagar, Thavarekere, Bangalore, which is morefully described in the Schedule hereunder and having got the same through a registered Gift Deed, vide document registered as No.6540/80-81 of Book I, Volume 587, Pages 137 to 139, dated 21.03.1981, in the Office of the Sub-Registrar, Jayanagar, Bangalore, Together (C.DV) with Marginal Land bering No.8/B, in Sy.No.73/2

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Near S R. O., Jayriagar
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situated at Bismillanagar, Thavarekere, Bangalore, which is morefully described in the Schedule and hereunder having got the same through a Self Acquired Property, purchased from: Smt. Naseema. Since the date of having got the schedule property, the Vendor is in peaceful possession, and renjoyment of the same free from all encumbrances.

WHEREAS the Vendor is in need money for the refamily necessities and desires to sell the schedule property to the Purchasers for a sum of Rs.8,00,000/-(Eight Lakhs) only. The Furchasers have agreed to purchase the schedule property for the above said sale consideration and have paid the full sale consideration amount of Rs.8,00,000/-(Eight Lakhs) only to the Vendor by way of cheque and cash before the following witnesses. Thus the Vendor has received the said full settlement sale consideration amount from the Purchasers and acknowledges the receipt of the same. No balance due from the Purchasers to the Vendor in respect of the Schedule Property.

NOW THIS DEED OF SALE CUM FULL SETTLEMENT WITNESSETH AS FOLLOWS:

The Purchasers have paid the above said full sale consideration to the Vendor as per the above said manner and the Vendor hereby acknowledge the receipt of the same.

Whereas the Vendor hereby conveys, sells, transfers, grants and assigns unto and to the use of the Purchasers together with all rights, easements, appurtenances, advantages, whatsoever in the schedule property TO HAVE TO HOLD AND TO ENJOY to the Purchasers for ever free

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from all encumbrances, and thus the Vendor hereby covenants with the Purchasers that the Vendor is the sole and absolute owner of the schedule property and having good and perfect title to convey, claim or charge. Further covenants that the Vendor is conveying the schedule property.

The Vendor hereby undertake to indemnify the Purchasers all and sufficiently against all actions, claims or damages that may be made in respect of the Schedule Property hereby sold, conveyed and assigned against any losses accruing to the Purchasers.

Whereas the Vendor has delivered the physical vacant possession of the schedule property to the Purchasers on this day so as to enable the Purchasers to enjoy the schedule property as their own like and own manner and the Purchasers is at full liberty to construct building or additional structure on the property and also the Purchasers is at full liberty to sell, mortgage, lease, alienate, etc., of the schedule property to any person/s as their own like and own manner. Either the Vendor or Vendor's legal heirs, representatives, agents, etc., shall not have any kind of right, title, interest or claim on the property from today onwards.

Whereas the Vendor hereby agreed to register the Sale Deed in favour of Bismillah Educational Trust (Regd.) when the Purchasers demands for the same, and the Vendor hereby affirms that she will not demand for further amount at the time of registration of the Sale Deed.

Whereas the Vendor nereby covenants with the Purchasers that the schedule property is free from all kinds of encumbrances, court attachments, minor claims, etc., if any litigations arise in respect of the scheduley property, the Vendor will set right the same at Vendor sown cost and own risk.

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Whereas the Vendor has executed a General Power of Attorney and a Notary Affidavit in favour of the Bismillah Educational Trust (Regd.) on this day, and the Vendor hereby affirms that under any circumstances, the Vendor will not revoke the said General Power of Attorney.

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ITEM NO -1

All the piece and parcel of the property bearing {Site No.8S in Sy.No.73/2, situated at Bismillanagar, Thavarekere, 35/58th Division of Bangalore City Corporation, Bangalore.

measuring East to West 80 feet or 24.38 Mtrs., North to South 30 Feet or 9.14 Mtrs., in all 222.83 Square Mtrs., and bounded on the :

East by : Road,

West by : 40 feet Tank Road,

North by : Private property.
South by : B.E.T. School Property,

With 3 Squares A.C. sheet roofing house.

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ITEM No. 2

All the piece and parcel of the Marginal Land bearing Site No.8/B, in Sy.No.73/2, situated at Bismillanagar, Thavarekere, 35/58th Division of Bangalore City Corporation, Bangalore, Measuring :

East to West: 20'+0' feet

North to South: 30'+40' feet,

and bounded as follows:-

East by : Property No.85,

West by : 40 feet B.E.T. School Road,

North by : Private property,

South by : B.E.T. School's Property,

IN WITNESS WHEREOF the above named parties have affixed their signatures to this agreement made on the day, month and year first above written at Bangalore.

WITNESSES

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(MASTAN KHAW)

No 335 SBARCHOPILAN 82 m chof Thilakong -

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PURCHASERS

Sworn to/Started

before me.

C. DIWAKAR ADVOCATE & NOTARY

Metrapolitan Area B'fore City 65 13th Main, IV East

Jayana par, Bangalore-560 011

Phone: 6631300





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S V L. No. 95/80-611
Near S R. C., Jayanaga
BANGALORE

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Hon. Secretary

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WHEREAS I am the sole and absolute owner of the property bearing Site No.85 in Sy.No.73/2, situated at Bismillanagar, Thavarekere, Bangalore, which is morefully described in the Schedule hereunder and having got the same through a registered Gift Deed, vide document registered as No.6540/80-81 of Book I, Volume 587, Pages 13/ to 139, dated 21.03.1981, in the Office of the Sub-Registrar, Jayanagar, Bangalore, Together with Marginal Land bering No.8/B, in Sy.No.73/2, situated at Bismillanagar, Thavarekere, Bangalore, which is morefully described in the Schedule and hereunder having got the same through a Self Acquired Property, purchased from: Smt. Naseema. Since the date of having got the schedule property, I am in peaceful possession and enjoyment of the same free from all encumbrances.

WHEREAS I the above named is not in a position to look after the schedule property, as I have engaged in domestic problems. Hence this Power of Attorney in favour of BISMILLAH EDUCATIONAL TRUST (Regd.), to do the following acts, deeds and things for me and on my behalf.

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CADE andoraument orders, etc., and

- 1. To present before any office, Authority, Court of law, Land acquisition office, Revenue office, Municipal office or any other State and Central Government office in all the matters relating to the schedule property.
- 2. To receive the Katha Endorsement, to pay Taxes, charges, etc., in respect of the schedule property to BDA/Bangalore City Corporation and maintain proper account in respect of the schedule property.

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Near S R. O. Jayanaga

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- 3. To sale of the schedule property or any part of it to any person or institution by way mortgage, sale, lease, alienate etc., and receive the consideration thereof and register the necessary deeds of such transfer in the above manner in the concern Sub-Registrar's office and complete the transaction.
- 4. To file cases, proceedings, appeals, writ petition in any court of law, to defend the same and complete proceedings to execute decree or any other court orders, and to make compromise with the opposite party if required.
- 5. To apply and to receive certified copies of court orders, registered documents, katha endorsements etc., from competent authority.
- 6. To receive all notice endorsement orders, etc., and to issue proper reply for the same, to sign all papers like Affidavits, Agreement and all others documents in respect of the schedule property in my name and on my behalf.
- 7. To attend all offices like Sub-Registrar Office, KEB/BWSSB/BDA/BDO/BCC/Ward Office/Town Planning/ULC office/ Notified office/ Sanitary Board Office/ Income Tax Department and Educational Department etc., and any other offices in connection with the Schedule property.

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And to do any other acts which are not specifically mentioned herein and which may be necessary in future, the same may be done by my said attorney for me and on my behalf.

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All the piece and parcel of the property bearing (Site No.8S in Sy.No.73/2, situated at Bismillanagar, Thavarekere, 35/58th Division of Bangalore City Corporation, Bangalore.

measuring:

East to West 80 feet or 24.38 Mtrs. North to South 30 Feet or 9.14 Mtrs., in all 222.83 Square Mtrs., and bounded on the :

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With 3 Squares A.C. sheet roofing house.

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ITEM No. 2

All the piece and parcel of the Marginal Land bearing Site No.8/8, in Sy.No.73/2, situated at Bismillanagar, Thavarekere, 35/58th Division of Bangalore City Corporation, Bangalore, Measuring :

20'+0' feet U Q B H D B East to West:

North to South: 30'+40' feet,

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East by : Property No.85,

West by : 40 feet B.E.T. School Road, North by : Private property,

South by : B.E.T. School's Property.

IN WITNESS WHEREOF the above named executant has affixed his signature to this GENERAL POWER OF ATTORNEY made on 22nd day of November 1995, at BANGALORE.

WITNESSES:

(MASTAN KHAN)

No.335, 32 nd cross S. GARC

Hospital De Thilam B 11

(Abdul Jabbar)
NO. 41, R.V. Road
Basvargudi
Bangalose - 4.

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