

I 1046/95-96

5000Rs



DEED OF TRANSFER OF AN INCOMPLETELY  
CONSTRUCTED OFFICE ROOM IN THE SECOND FLOOR OF  
A MULTI STORIED COMMERCIAL AND RESIDENTIAL  
BUILDING UNDER CONSTRUCTION IN A NON-  
AGRICULTURAL MULGENI PROPERTY FOR A CONSIDERA-  
TION OF Rs.1,23,000-00 (ONE LAKH TWENTY THREE  
THOUSAND)

THIS deed of Transfer of an incompletely constructed office room is made and executed on this 10th day of July 1995 by Sri.A.Prabhakara Acharya, Son of Alevoor Srinivasa Acharya, aged about 43 years, residing at "Srinivasa", Bunts Hostel Road, No.76 Badagabettu yillage, Udupi-576101, D.K.hereinafter called "The Transferor" of the one part in favour of YASHASWI LEASING AND FINANCE LIMITED, a public Ltd., Co. incorporated under the Companies Act 1956 having its Regd Office at SF-10, City Point, Infantry Road, Bangalore - 560 001. represented by its Managing Director - NIRANJAN NAKSHATRI, aged about 34 years, Son of A.R.Nakshatri, residing at No.15, R.B.I.Colony, Bangalore-24 hereinafter called "The Transferee" of the other part.

certified that an amount of Rs. 2300/-  
of Rs. 123000/- has been  
received by the Deed / Receipt  
dated 10/7/95

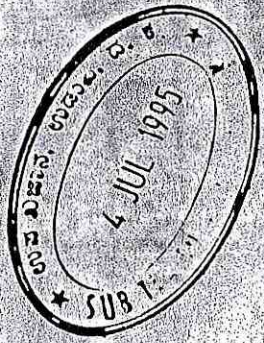
40977  
Sri Prabhakara Acharya, Udupi  
Date: 13-7-1995

Deputy Registrar of Stamps  
and Sub-Registrar, Udupi.



Prabhakara Acharya.

Sl. No. 676  
 Value Rs. Five thousand only.  
 Sold to Yashwanth Leasing and Finance Limited, Bangalore  
 Date: 10.7.95  
 UDUPI, D. K. Class Stamp Vendor



Executed at 1130  
13-7-95 in the  
 office of the Sub-Registrar of  
 Udupi with fee paid as  
 follows:

Sl. No.	Description	Amount
1.	Registration	2460.00
2.	Copying	30.00
3.	Endorsement	2.00
4.	Miscellaneous	16.00
5.	Mutation	2.00
<b>Total</b>		<b>2512.00</b>

Execution admitted by [Signature]  
Abraham Acharya  
 ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್  
 ಉಡುಪಿ.

Sri. Prabhakar  
 Acharya for  
 purchase

T. I. Exemplar as Khuntasee has been  
 before [Signature]  
 13.7

Identified by.....  
S. Ganapathi Reddy  
 Behind Railway Station  
 Kottar Kotekar, Bangalore  
Sellu (Rathakumar) s/o S. Ganapathi Acharya  
 ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್  
 ಉಡುಪಿ.

Date 13-July 95 [Signature]  
 ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್  
 ಉಡುಪಿ.

Presented Original with one  
 duplicate copy [Signature]  
 ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್  
 ಉಡುಪಿ.

5000Rs.



-2-

WHEREAS the mulgeni immovable property shown in the schedule "A" hereunder which was got converted to non-agricultural purpose as per an Endorsement Certificate No.C.DIS.LNA. CR:551/92-93 dated 3-2-1993 of the Tahasildar, Udupi was acquired by the Transferor for a valid consideration from two persons namely Smt.S.Rathna Bai Kini and Smt.Prema Pandit by means of a sale deed and a release deed for Rupees 1,72,000-00 and Rupees 1,92,000-00 respectively the particulars of which are given herebelow along with the Commencement Certificate No. oo.ma.yo.pra 752/89-90 dated 17-4-1990 of the Udupi Malpe Local Planning Authority and its Renewal Certificate of even No. dated 23-7-1992 of the same Authority and also Licence No. B.A.9/1990-91 of the Udupi Town Municipality.

A. Pradha. Aharya.

... 3

Handwritten notes and stamps on the left side of the page. The notes include 'Udupi', '2000', '1992', '1993', '1994', '1995', '1996', '1997', '1998', '1999', '2000', '2001', '2002', '2003', '2004', '2005', '2006', '2007', '2008', '2009', '2010', '2011', '2012', '2013', '2014', '2015', '2016', '2017', '2018', '2019', '2020', '2021', '2022', '2023', '2024', '2025'. There is a circular stamp from the 'SUB-REGISTRAR' office in 'UDUPI'.

1. Joint half mulageni right over the schedule property was purchased by the Transferor from Smt. S. Rathna Bai Kini, Widow of late Purushothama Kini, Kadabettu of Udupi Town who executed a sale deed on 11-2-1993 in favour of the Transferor relating to the joint half right of the schedule mulageni property for a valid consideration and the said sale deed was registered as document No. 1933 of the year 1992-93, at pages 405-418, Volume 1329 of Book 1 of S.R.O. Udupi;

2. The remaining joint half mulgeni right over the said schedule property was acquired by the Transferor by means of a release deed for consideration executed by Smt. Prema Pan-dith an employee of the Shimoga Gandhi Nagar Branch of the Syndicate Bank and daughter of the abovesaid Smt. S. Rathna Bai Kini and late Sri Purushothama kini on 31-3-1993 which was registered as document No.72 of the year 1993-94 at pages 319-332 volume 1340 of Book 1 of S.R.O. Udupi.

AND WHEREAS the Transferor acquired the full mulgeni right over the schedule property stated herebefore and has been in complete possession and enjoyment of the said mulgeni property since then with absolute right of disposal.

*A. R. ...*



AND WHEREAS the Transferor on the basis of the renewed Commencement Certificate and the Licence stated earlier commenced construction work of a four storied commercial and residential building having a total plinth area of 17550.25 sq.ft. and has since completed the main structural work of the building and at this stage, the Transferor has desired to transfer the office room in the Second floor having a plinth area of 355 sq.ft. in its present incomplete condition the description of which is given in the schedule "B" hereunder, for a fair consideration in the prevalent market price in order to meet his legitimate needs to complete the remaining works of the building.

AND WHEREAS the Transferee who is in need of a office room for its business purpose, has come to know of the intention of the Transferor and after mutual discussion, the Transferor has agreed to transfer and the transferee has agreed to get transfer the office room in the second floor of the multi storied building having a plinth area of 355 sq.ft. in its incomplete condition as described in schedule "B" hereunder for a fair market price of Rs. 1,23,000-00 (One lakh twenty three thousand).

*A Parth. Dhange .*



3. The Transferor as stated above, has transferred and delivered the vacant possession of the office room morefully described in the schedule "B" hereunder, to the Transferee on the following conditions, in view of the fact that the office room tranferred is situated in the Second floor of a multi storied commercial and residential building and the Tranferee has agreed to abide by that conditions.

(i) The Transferor shall be competant to construct additional floors to the building, after obtaining necessary and valid licence etc; from the concerned competant authorities and that it shall also be entitled to alter or modify the existing building plan, work etc.,without detrimental to the safety of the main structure of the building and that the Transferee shall have no right to obstruct or raise any objection in this regard.

(ii) The Transferee is entitled to the common right over the land in which the building is existing and also the land surrounding the building and all other common areas and facilities pertaining to the building and the ameni-

*A. R. L. Dhanya*







work or construction within the office room which is detrimental to the safety of the entire building and also the Transferee shall not store or deal in any explosives within the office room.

(iv) The Transferee has absolute right to transfer or alienate its ownership of the office room to any third party.

(v) The Transferee is at liberty to have facilities such as electricity connection, telephone connection etc., seperately to its office room and the Transferee is also entitled to enter its name in the records of Udupi Municipality pertaining to the office room and pay the municipal tax, cess etc., seperately.

(vi) The Transferee shall be liable to pay its share of all the expenditure to be incurred annually with regard to maintenance of the entire buiding with the land pertaining to and surrounding to it and common areas and facilities etc.,

*A. R. R. R. R.*



-9-

all outgoings such as land revenue, cess, municipal taxes, electricity charges etc, and all other payments required to be made thereof to the public authorities and also the Insurance premium pertaining to the building.

4. Subject to the condition laid down in the para 3 supra the Transferee is entitled to get its name entered in the revenue and the Municipal records pertaining to its office room with the Transferor jointly and shall enjoy the same absolutely on mulageni right through its successors legal representatives, assigns, etc.,

5. The terms and conditions of this transfer deed are equally binding on the Transferor and the Transferee and their representative heirs, legal representatives, assigns, etc.,

DESCRIPTION OF "A" SCHEDULE PROPERTY

The property situated in Mudanidambur Village of Udupi Taluk Udupi Registration Sub- district, Dakshina Kannada Registration District falling within the jurisdiction of Tenkapet ward of Udupi Municipality bearing S.No. 130-2A1A1 Dry middle portion 16 cents (sixteen cents) non-agricultural land held on mulgeni right.

*A. Prabhakar. Aravind*

Handwritten notes and stamps on the left side of the page, including a circular stamp and various signatures and dates.

Boundaries:-

EAST : Road or S.No.130-2A2.

SOUTH: Land belonging to Smt.  
Saroja K.Prabhu in this S.D.

WEST: Land of S.No.130-1A.

NORTH: Land belonging to Dr.B.B.  
Shetty in this S.D.

DESCRIPTION OF "B" SCHEDULE PROPERTY  
PERTAINING TO OFFICE ROOM TRANSFERRED

One office room measuring 355 sq.ft. (Three hundred fifty five) marked in red colour in the plan annexed hereto situated in second floor of the commercial and residential building under construction in "A" schdule.

Boundaries:-

EAST }  
& } Wall of this office room.  
SOUTH }

WEST }  
& } Common wall of this  
NORTH } office room and passage.

The abovesaid Office room and undevided-----  
355  
17550.25  
right over the surrounding areas and common  
facilities.

*A. Prabh. Prange*

...11



ADDITIONAL PARTICULARS AS PER RULE 19 OF  
KARNATAKA STAMP ACT 1958

- 1. Extent of land : 16 cents
- 2. Total plinth area of the building and number of floors : 17550.25 : 4 floors.
- 3. Plinth area of the each floor : 2901 sq.ft.
- 4. Materials used for walls and roofing : laterite : stone and R.C.C.
- 5. Year of construction : 1993-94
- 6. Undivided right over common area and facilities : 355 : ----- : 17550.25
- 7. Market rate : Rs.1,23,000-00

*APR 1994*  
TRANSFEROR

WITNESSES:-

- 1. *Surya*  
S. Ganapathi Reddy  
Behind Railway Station  
Kotekar, Mangalore 574152
- 2. *Surya*  
(Rathnakumar) w/o S. Krishna Shivathaya  
dupl



Prepared by Rathnakumar, Deed Writer  
District Licence No.121 of 1989-90.

*Surya*