

IN THE KARNATAKA REAL ESTATE APPELATE TRIBUNAL,  
BENGALURU

DATED THIS THE 24<sup>th</sup> DAY OF JANUARY, 2022

PRESENT

HON'BLE SRI B SREENIVASE GOWDA, CHAIRMAN

AND

HON'BLE K P DINESH, JUDICIAL MEMBER

AND

HON'BLE SRI P S SOMASHEKAR, ADMINISTRATIVE MEMBER

APPEAL NO. (K-REAT) 50/2021

**BETWEEN:**

Sri. Ramesh Chandra Jain  
Managing Partner of M/s J.S. Builders,  
Aged about 78 years,  
Residing at No.3-3-994,  
Kutbiguda Kachiguda,  
Hyderabad - 500 027.

...APPELLANT

(By Sri Deshraj Balachandra Y S, Advocate for Appellant)

**AND**

1. The Karnataka Real Estate Regulatory Authority, Bengaluru  
Rep, by its Secretary,  
No. 1/14, Ground Floor,  
Silver Jubilee park, Unity Building,  
CSI compound,  
3<sup>rd</sup> Cross, Mission Road,  
Bengaluru-560 027.
2. Miss. Madhu Garg  
D/o Mr Sham Lal,  
Aged about 40 years  
R/at. Flat No. G6,  
Kanak Residency, 30, 8<sup>th</sup> Cross, 2<sup>nd</sup> Main,  
Roopena Agrahara, Near Silk Board,  
Bengaluru - 560 068.

...RESPONDENTS



(P. 1 - RERA - served, un-represented  
R. 2 - Miss. Madhu Garg, Party-in-person)

RERA-4107



*[Signature]*  
31/1

This Appeal is filed under Section 44 (1) of the Real Estate (Regulation and Development) Act, 2016, praying to set aside the impugned order dated 18<sup>th</sup> March, 2021 passed by the learned Adjudicating Officer, RERA, Bengaluru in CMP/200908/0004296 and consequently set aside the impugned directions issued to the Deputy Commissioner, Bengaluru District, Bengaluru dated 20.07.2021 for recovery of Rs. 54,24,098/-.

This appeal having been heard, coming on for orders on joint memo, this day, the Hon'ble Chairman delivered the following:

### **J U D G M E N T**

The appellant who is a promoter of a Real Estate project known as "Kanak Residency" has preferred this appeal challenging the order dated 18<sup>th</sup> March, 2021 passed by the learned Adjudicating Officer, in CMP/200908/0004296, directing the promoter to return the sale consideration amount to the allottee along with interest and further directing the complainant to execute the cancellation deed in favour of the appellant.

2. The facts of the case in brief are:

For the purpose of convenience, hereinafter, the appellant hereinabove will be referred to as "promoter" and the 2<sup>nd</sup> respondent will be referred to as "allottee".

As could be seen from the registered sale deed date 03.05.2018 (Annexure-B), the 2<sup>nd</sup>-Respondent Miss.Madhu Garg and her father Mr Sham Lal jointly purchased a flat bearing no. G-6 in the project "Kanak Residency" developed by the appellant for a sale consideration of Rs. 34,00,000/-(Thirty Four Lakhs). However, as stated in the complaint and undated confirmation letter signed by the promoter,



the agreed sale consideration amount was Rs. 40,50,000/- (Forty Lakhs Fifty Thousand). Alleging that there was a delay in completion of the project, non providing parking space, failure to repair leakages in the apartment and not providing other basic amenities, the 2<sup>nd</sup> respondent has filed complaint before the RERA on 06.10.2020 seeking refund of sale consideration amount. In the complaint the complainant sought the following reliefs:

"Full Refund with interest compensation for all the torture, humiliation, losses, grief we underwent since April, 2018".

3. On 11.01.2022, we have heard Sri. Deshraj Balachandra Y.S. learned counsel appearing for the appellant-promoter, 2<sup>nd</sup> Respondent- Miss. Madhu Garg who appears as party-in-person and posted the appeal for pronouncement of judgment. Today, the appeal is listed for orders on an application (IA-V) filed under section-151 of CPC for advancement. The said application has been allowed vide separate order and the appeal is taken up to consider the joint memo filed by the parties.

4. Sri. Deshraj, learned counsel for the appellant has filed a joint memo dated 20.01.2022 signed by the appellant, learned counsel for the appellant and respondent No.2 along with certain documents viz., (i) cancellation of absolute deed dated 19.01.2022 bearing registration No.BTM-1-05018-2021-22, CD No.BTMD-882 (ii) summary of account as on 20.01.2022 relating to current account



No.037005005863 of ICICI Bank belonging to the appellant-promoter, reflecting the entry relating to payment of Rs.65,00,000/- made in favour of 2<sup>nd</sup> respondent-Madhu Garg (allottee) through RTGS towards full and final settlement of her claim. It is just and necessary to extract the said memo verbatim, which reads thus:

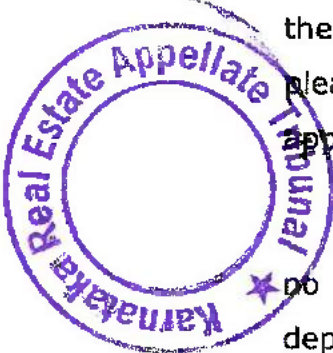
**"JOINT MEMO**

The Appellant and the Respondent No.2 above named most respectfully submits as follows:

The Respondent No.2 herein had filed complaint No.CMP/200908/004296 against the Appellant herein before the Karnataka Real Estate Regulatory Authority Bangalore. The said complaint was allowed by the Hon'ble Authority vide its orders dated 18-03-2021 and aggrieved by the same, the Appellant had preferred the above Appeal before this Hon'ble Tribunal.

Both the parties submit that, during the course of proceedings, with the intervention of well-wishers of both the parties, the dispute has been resolved and the Respondent No.2 has executed Cancellation of the Sale deed on 19/01/2022 by receiving full and final settlement amount of 65 lakhs vide RTGS number ICICR52022011900330065 from the Appellant And hence the Appellant hereby prays that this Hon'ble Tribunal be pleased to permit the appellant to withdraw the above appeal as settled out of Court.

The Respondent No.2 hereby consents that she has no objection for the withdrawal of the entire amount deposited by the Appellant in the above Appeal, in view of



the settlement arrived between the Appellant and the Respondent No.2.

The Appellant has no claims or further claims in respect of dispute involved in the scheduled residential property bearing flat number G6, whatever so. Matter involving the scheduled residential property ends in finality and totality here itself with out of Court settlement by cancellation of sale deed and payment of 65 lakhs between Appellant and RESPONDENT NO.2. RESPONDENT NO.2 has no liability in regards to involved property or any claims in regards of involved property in regards to any kind of fees, charges, bills, taxes, any other costs or any other expenses related to past, present or future. All liability related to the disputed property bearing flat number G6 transfers back to the Appellant here itself. Appellant will be liable for any association costs or/and association charges, if any for the period disputed property was with RESPONDENT NO.2.

Wherefore, both the parties pray that this Hon'ble Court may take this joint memo on record and permit the Appellant to withdraw the above appeal as settled out of the Court and Appellant prays that this Hon'ble Tribunal be pleased to order for return of entire amount deposited by the Appellant, to the Account of the Appellant, in the interest of justice and equity.

The Appellant enclosed herewith the account details i.e., copy of the Pass Book of the Appellant, copy of the Pan Card, Copy of the Adhar Card, cancellation deed. This joint memo contains name and signatures of both



appellant and respondent executed on dated 20.01.2022 and time 1.00 pm at Bangalore.

Sd/-

Advocate for Appellant

Sd/-

Appellant

Sd/-

Respondent No.2

Date: 20.01.2022

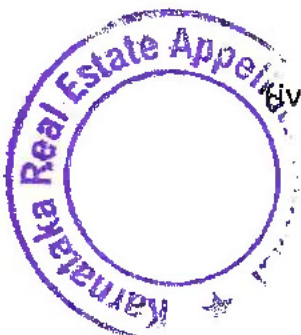
Place: Bangalore".

5. The joint memo filed by the parties along with the documents annexed therein are taken on record.

6. In view of the joint memo filed by the parties, we proceed to pass the following:

### **ORDER**

- (i) The appellant is permitted to withdraw the appeal and the appeal stands disposed of as settled out of Court and in terms of the Joint Memo dated 20.01.2022 filed in the court today;
- (ii) The Joint Memo dated 20.01.2022 and the documents annexed thereto is ordered to be treated as part and parcel of this order;
- (iii) In view of disposal of the appeal in terms of joint memo, pending I.As, if any do not survive for consideration and shall stand disposed of;
- (iv) Registry, while issuing certified copy of today's order, at the instance of the parties, shall issue the same along with the copy of the joint memo ;





- (v) The Registry is hereby directed to return the entire amount deposited by the appellant with this Tribunal while preferring the Appeal in compliance of proviso to Section 43(5) of the Act, along with interest, if any, accrued thereon, by issuing either a cheque or DD in favour of the appellant who has signed the vakalath and appeal memo and hand over the cheque/DD to the learned counsel for the appellant subject to production of authorization issued by the appellant-company in favour of the counsel for the appellant;
- (vi) Registry is hereby directed to comply with the provision of Section 44(4) of the Act and to return the record to RERA, if received.

No order as to costs.

Sd/-  
HON'BLE CHAIRMAN

Sd/  
HON'BLE JUDICIAL MEMBER

Sd/-  
HON'BLE ADMINISTRATIVE MEMBER

"TRUE COPY"

*L. A. Kumar* 27/12  
SECTION OFFICER  
KARNATAKA REAL ESTATE  
APPELLATE TRIBUNAL  
BENGALURU - 560 027







BEFORE THE KARNATAKA REAL ESTATE APPELLATE TRIBUNAL, BENGALURU

APPEAL NO. 50 / 2021

BETWEEN:

Sri.Ramesh Chandra Jain  
Managing Partner  
of M/s.J.S.Builders,

-- Appellant

AND:

Karnataka Real Estate Regulatory  
Authority Bengaluru.  
Rep, by Secretary and Another

-- Respondents

JOINT MEMO

The Appellant and the Respondent No.2 above named most respectfully submits as follows:

The Respondent No.2 herein had filed complaint No.CMP/200908/0004296 against the Appellant herein before the Karnataka Real Estate Regulatory Authority Bangalore. The said complaint was allowed by the Hon'ble Authority vide its orders dated 18-03-2021 and aggrieved by the same, the Appellant had preferred the above Appeal before this Hon'ble Tribunal.

Both the parties submit that, during the course of proceedings, with the intervention of well-wishers of both the parties, the dispute has been resolved and the Respondent No.2 has executed Cancellation of the Sale deed on 19/01/2022 by receiving full and final settlement amount of 65 lakhs vide RTGS number ICICR52022011900330065 from the Appellant. And hence the Appellant hereby prays that this Hon'ble Tribunal be pleased to <sup>permit the Appellant to</sup> withdraw the above appeal as settled out of court.

The Respondent No.2 hereby consents that she has no objection for the Withdrawal of the entire amount deposited by the Appellant in the above Appeal, in view of the settlement arrived between the Appellant and the Respondent No.2.

The Appellant has no claims or further claims in respect of dispute involved in the scheduled residential property bearing flat number G6, whatever so. Matter involving the scheduled residential property ends in finality and totality here itself with out of court settlement by cancellation of sale deed and payment of 65 lakhs between Appellant and RESPONDENT NO. 2. RESPONDENT NO. 2 has no liability in regards to involved property or any claims in regards to involved property in regards to any kind of fees, charges, bills, taxes, any other costs or any other expenses related to past, present or future. All liability related to the disputed property bearing flat number G6 transfers back to Appellant here itself. Appellant will be liable for any association costs or/and association charges, if any for the period disputed property was with RESPONDENT NO. 2.



R.C. Jain

Wherefore, both the parties pray that this Hon'ble Court may take the joint memo on record and permit the Appellant to withdraw the above appeal, as settled out of the court and Appellant prays that this Hon'ble Tribunal be pleased to order for return of entire amount deposited by the Appellant, to the Account of the Appellant, in the interest of justice and equity.

The Appellant has enclosed herewith the account details i.e., copy of the Pass Book of the Appellant, copy of the Pan Card, Copy of the Aadhar Card. This joint memo contains name and signatures of both appellant and respondent executed on date 24-01-2022 and time 12.00 Pm at Bangalore.

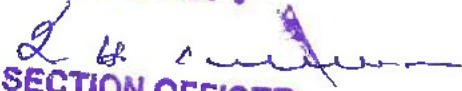
  
ADVOCATE FOR Appellant

Date: 24-01-2022  
Place: Bangalore

  
Appellant

  
Respondent No.2

"TRUE COPY"

  
SECTION OFFICER  
KARNATAKA REAL ESTATE  
APPELLATE TRIBUNAL  
BENGALURU - 560 027





ದಸಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪಯೋಗಕ್ಕೆ  
ಸಂಖ್ಯೆ 5(9) ಪ್ರಕಾರ ಬಳಸಬಹುದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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The Karnataka State Registration and Stamps Department  
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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ಬೆಲೆ : ರೂ. 2/-  
(GST EXTRA)

I 5018

2021-22

**CANCELLATION OF ABSOLUTE SALE DEED**

**THIS INDENTURE OF CANCELLATION OF ABSOLUTE SALE DEED  
DATED 03.05.2018 IS MADE AND EXECUTED ON 19<sup>TH</sup> DAY OF  
JANUARY, TWO THOUSAND TWENTY-TWO (19.01.2022) AT  
BANGALORE BY AND BETWEEN:**

**Miss.MADHU GARG,**  
Aged about 37 Years,  
D/o.Late Sham Lal,  
Presently resided at **Flat No.G6,**  
**KANAK RESIDENCY,** Rupena Agrahara Village,  
Beguru Hobli, Bangalore - 560 068  
**PAN No.AKJPG4890M**  
**AADHAAR No.8890 9637 2149**

Hereinafter called the **FIRST PARTY** (which term shall mean and include  
her heirs, representatives, administrators, executors and assigns etc.) of  
the **FIRST PART:**

**AND**

- 1. Mr.K.R.BHANDARI**  
Aged about 84 Years,  
S/o.Late B.R.Bhandari,
- 2. Mr.KAMAL BHANDARI,**  
Aged about 54 Years,  
S/o.Mr.K.R.Bhandari,

Both are residing at No.162/A,  
Bommasandra, Jigani Link Road,  
Bajapura, **BANGALORE - 562 106**

Represented by their registered General Power of Attorney Holder

**M/s. J.S BUILDERS** A Private Partnership Firm having it's Office  
at H.No.3-3-994, Kutbiguda, **HYDERABAD - 27** Represented by its  
Managing Partner **Mr.RAMESH CHANDRA JAIN,** S/o.Late Sajjan  
Lal Jain, residing at H.No.3-3-994, Kutbiguda, **HYDERABAD - 27**  
**PAN No. AAKFJ7574L**



For J.S. Builders

*[Signature]*



ಕರ್ನಾಟಕ ಸರ್ಕಾರ  
ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ  
Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr K.R.BHANDARI, Mr.KAMAL BHANDARI, Rep.by his GPA Holder M/s.J.S.BUILDERS,  
Rep.by its Managing Partner Mr.RAMESH CHANDRA JAIN , ಇವರು 198635.00 ರೂಪಾಯಿಗಳನ್ನು  
ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚೆಲನ್	180900.00	Challan No CR0122003000438812 Rs.180900/- dated 19/Jan/2022
ಚೆಲನ್	17735.00	Challan No CR0122003000438812 Rs.17735/- dated 19/Jan/2022
ಒಟ್ಟು :	198635.00	

ಸ್ಥಳ : ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್

ದಿನಾಂಕ : 19/01/2022

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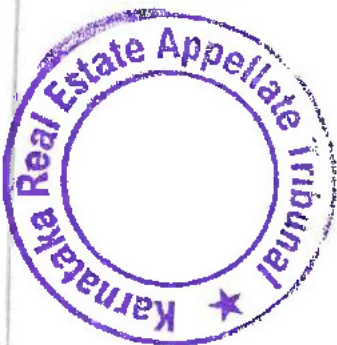
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ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ

(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)

ಬೆಂಗಳೂರು

Designed and Developed by C- DAC Pune.





ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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Document Sheet



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(GST EXTRA)

Hereinafter referred to as the **"SECOND PARTY"**, (which term shall mean and include their heirs, representatives, administrators, executors and assigns etc.) on the **SECOND PART**;

AND

**M/s. J.S BUILDERS** A Private Partnership Firm having its Office at H.No.3-3-994, Kutbiguda, **HYDERABAD - 27** Represented by its Managing Partner **Mr.RAMESH CHANDRA JAIN**, S/o.Late Sajjan Lal Jain, residing at H.No.3-3-994, Kutbiguda, **HYDERABAD - 27**  
**AADHAAR No.3443 4337 1337**

Hereinafter referred to as the **"CONFIRMING PARTY/THIRD PARTY"**, (which term shall mean and include its legal representative's executors, successors-in-interest, administrators, assigns etc.) on the **THIRD PART**;

**WITNESSETH AS FOLLOWS:**

- I. **WHEREAS** the Second and Third Party herein had executed Absolute Sale Deed dated 03.05.2018 in favour of the First Party herein and her father Mr.Sham Lal, which was registered as Document No.454/2018-19, Book-I, Stored in **CD No.BTMD124**, dated **03.05.2018**, registered in the Office of the Sub-Registrar, BTM Layout, Bangalore, in respect to the Two Bedroom residential Apartment bearing Flat No.G6, on Ground Floor, having super built up area of 1030 Square Feet Along with One Covered Car Parking Space in the stilt floor, in the apartment building known as **KANAK RESIDENCY**", which is more fully described in the schedule hereunder hereinafter referred to as the **SCHEDULE 'C' PROPERTY**, constructed on property bearing House List No.30, Katha No.170, Bommanahalli Municipal New Katha No.177/99/30 and House List No.26/39, Katha No.170, Bommanahalli Municipal New Katha No.177/99/30 and Kaneshumari No.30 and Kaneshumari No.52, situated at Rupena Agrahara Village, Beguru Hobli, Bangalore South Taluk presently comes under the limits of Bruhat Bangalore Mahanagara Palike,





Print Date & Time : 19-01-2022 04:33:54 PM

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 5018

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1	ನೋಂದಣಿ ಶುಲ್ಕ	35470.00
2	ಸೇವಾ ಶುಲ್ಕ	630.00
3	ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು/ ಬಂಡ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	36140.00

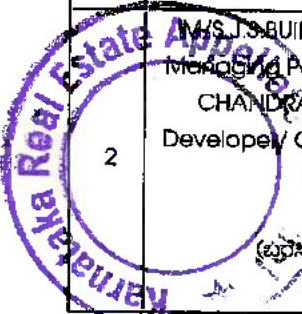
ಶ್ರೀ Mr K.R.BHANDARI, Mr.KAMAL BHANDARI, Rep.by his GPA Holder M/s.J.S.BUILDERS, Rep.by its Managing Partner Mr.RAMESH CHANDRA JAIN ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
ಶ್ರೀ Mr K.R.BHANDARI, Mr.KAMAL BHANDARI, Rep.by his GPA Holder M/s.J.S.BUILDERS, Rep.by its Managing Partner Mr.RAMESH CHANDRA JAIN			

ಉಪನೋಂದಣಾಧಿಕಾರಿ,  
(ಬಿ.ಟಿ.ಎಂ. ಲೇ ಔಟ್)  
ಬೆಂಗಳೂರು

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಚ್ಚುತ್ತಿರುವ ಗುರುತು	ಸಹಿ
1	Mr K.R.BHANDARI, Mr.KAMAL BHANDARI, Rep.by his GPA Holder M/s.J.S.BUILDERS, Rep.by its Managing Partner Mr.RAMESH CHANDRA JAIN , C/o . (ಬರೆದುಕೊಂಡವರು)			
2	M/S.J.S.BUILDERS, Rep.by its Managing Partner Mr.RAMESH CHANDRA JAIN (Builder/ Developer/ Confirming Party) , C/o . (ಬರೆದುಕೊಂಡವರು)			





ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಸ್ಥೆಯು ಉಪಯೋಗಿಸಬಹುದು  
ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

ದಸ್ತಾವೇಜು ಹಾಳೆ  
Document Sheet



The Karnataka State Registration and Stamps Department  
Official's Multipurpose Co-Operative Society Ltd.

ಈ ಹಾಳೆಯನ್ನು ಯಾವುದೇ ದಸ್ತಾವೇಜಿಗೆ ಉಪಯೋಗಿಸಬಹುದು  
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ಬೆಲೆ : ರೂ. 2/-  
(GST EXTRA)

bearing Amalgamated B.B.M.P Property Katha No.526/30/52 measuring East to West 76 Feet and North to South 137 Feet in all measuring 10,412 Square Feet, which is more fully described in the schedule hereunder hereinafter referred to as the **SCHEDULE 'A' PROPERTY**, together with 215 Square Feet of undivided share, right, title, interest and ownership in **SCHEDULE 'A' PROPERTY**, which is more fully described in the schedule hereunder hereinafter referred to as the **SCHEDULE 'B' PROPERTY**.

**II. AND WHEREAS** the said Mr.Sham Lal and his daughter the First Party herein was delivered possession of the schedule C Property on execution of the sale deed mentioned above.

**III. AND WHEREAS** meanwhile Mr.Sham Lal had died intestate, on 12-March-2021. Now Miss.Madhu Garg, the First party herein as their sole owner to the **SCHEDULE 'B' & 'C' PROPERTY**.

**IV. AND WHEREAS** the First Party herein is not interested to continue with the ownership of the Schedule B and C property and hence requested the Third Party that she shall execute the cancellation of the said sale deed executed in her favour and her father and the Third party agreed for the same and further agreed to repay the sale consideration amount received in respect of the Schedule B and C property to the First Party and in turn the First Party had agreed to execute this Deed of Cancellation of the sale deed 03.05.2018 executed in her favour and her father Mr.Sham Lal, which was registered as Document No.454/2018-19, Book-I, Stored in CD No.BTMD124, dated 03.05.2018, registered in the Office of the Sub-Registrar, BTM Layout, Bangalore and the First party agreed to handover vacant possession of the schedule C Property to the Third Party within 48 hours of execution of cancellation of sale deed and hence the parties had mutually agreed to cancel the said Registered sale deed 03.05.2018 under these presents.

**V. AND WHEREAS** the parties by this deed, hereby cancel the said Registered sale deed 03.05.2018, absolutely and completely and the First Party completely revokes all the right, title, interest and





ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ವೋಟೋ	ಹೆಚ್ಚುವರಿ ಗುರುತು	ಸಹಿ
3	Miss MADHU GARG, D/o D/o. LATE SHAM LAL (ಬರೆದುಕೊಡುವವರು)			<i>Madhu Garg</i>

*Bleav* ಸಹಿ  
ಶುಭಸೋಂದಕಾಭಿಕಾರಿ,  
(ಬಿ.ಟಿ.ಎಂ. ಕೆ.ಎಂ.ಎಂ.)  
ಬೆಂಗಳೂರು



ಈ ದಸ್ತಾವೇಜು ಹಾಳೆಯನ್ನು ಸಂಘದ ಉಪನಿಯಮ ಸಂಖ್ಯೆ 5(2)ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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(GST EXTRA)

liabilities thereby and there under acquired by First party under the Registered sale deed 03.05.2018, either expressly or impliedly, to all intents and purposes.

VI. The First party has no claims or further claims in respect of the Schedule B and C property, whatever so. Matter in respect of the Schedule B and C property ends in finality and totality here itself. First party is fully absolved of all or any sorts of claims either expressly or impliedly, to all intents and purposes from whomsoever.

VII. The First party has no liability in respect of the Schedule B and C property in regards to any kind of fees, charges, bills, taxes, any other costs or any other expenses related to past, present or future, be it of any kind or nature.

VIII. All liability in respect of the Schedule B and C property transfers back to Third party here itself. Third party will be liable for any association costs or/and association charges, if any related to/of past, present and future.

**NOW THIS DEED OF CANCELLATION OF REGISTERED SALE DEED 03.05.2018 WITNESSETH AS FOLLOWS:**

1. That in view of the above, the First Party do thereby agree, declare and confirm that she has no longer any right, title, claim, interest of what so ever nature in respect of the Schedule B and C property and by virtue of the Registered Absolute Sale Deed dated 03.05.2018 registered as Document No.454/2018-19, Book-I, Stored in CD No.BTMD124, dated 03.05.2018, registered in the Office of the Sub-Registrar, BTM Layout, Bangalore, which has been hereby cancelled with immediate effect and shall hereafter be of no force and effect whatsoever.

2. That the Third Party is not due any amount to the First Party and as per agreed terms, the Third party has paid back/returned the sale consideration amount of Rs.34,00,000/- (Rupees Thirty-Four Lakhs




7-10-2021  
20/10/21  
20/10/21

5018 / 2021-22 BK 2 PAGE 8-13  
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ಗುರುತಿಸುವವರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Rajesh Narayan Somani #2-2-1105/79, Tilak Nagar, Hyderabad.	Rajesh
2	Rishab Somani #2-2-1105/79, Tilak Nagar, Hyderabad.	Rishab

*[Signature]*  
ಉಪನೋಂದಣಾಧಿಕಾರಿ  
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)  
ಬೆಂಗಳೂರು



1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು  
ನಂಬರ್ BTM-1-05018-2021-22 ಆಗಿ  
ಸಿ.ಡಿ. ನಂಬರ್ BTMD882 ನೇ ಧರಲ್ಲಿ  
ದಿನಾಂಕ 19-01-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ



*[Signature]*  
ಉಪನೋಂದಣಾಧಿಕಾರಿ ಜಯನಗರ (ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್)  
ಉಪನೋಂದಣಾಧಿಕಾರಿ, ಜಯನಗರ  
(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)  
ಬೆಂಗಳೂರು

Designed and Developed by C-DAC, ACTS, Pune





Print date & time : 19/01/2022, 04:34:23 PM



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

ಪ್ರಪತ್ರ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 6772

ಕಛೇರಿ : ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್

Original

ದಿನಾಂಕ : 19/01/2022

Mr K.R.BHANDARI, Mr.KAMAL BHANDARI, Rep.by his GPA Holder M/s.J.S.BUILDERS,  
Rep.by its Managing Partner Mr.RAMESH CHANDRA JAIN - ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ  
2021 - 22 ವರ್ಷದ ಪುಸ್ತಕ - I ಪುಸ್ತಕದ 5018 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

ನೋಂದಣಿ ಶುಲ್ಕ	ರೂ. ಪೈ.
	35470.00
ಕೊರತೆ ಮುದ್ರಾಂಕ ಶುಲ್ಕ ಮತ್ತು/ ದಂಡ ಶುಲ್ಕ	40.00
ಸೇವಾ ಶುಲ್ಕ	630.00
ಒಟ್ಟು :	36140.00

Rs. 36140.00 ಚೆಲನ್ ಮೂಲಕ Challan No CR0122003000438812 Rs.36140/- dated  
19/Jan/2022.

ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : \_\_\_\_\_ + \_\_\_\_\_ 0  
ಒಟ್ಟು : 36140.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಮೂವತ್ತಾರು ಸಾವಿರದ ಒಂದು ನೂರು ನಲವತ್ತು)

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 19/01/2022 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

ಸಹಿ ರಜಿಸ್ಟ್ರಾರ ಬಿ ಟಿ ಎಮ್ ಲೇ ಔಟ್

Designed and Developed by C- DAC Pune.

ಶಿಬಿರನೋಂದಣಾಧಿಕಾರಿ, ಬಯಲನಗರ

(ಬಿ.ಟಿ.ಎಂ. ಲೇಔಟ್)

ಬೆಂಗಳೂರು



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ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

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ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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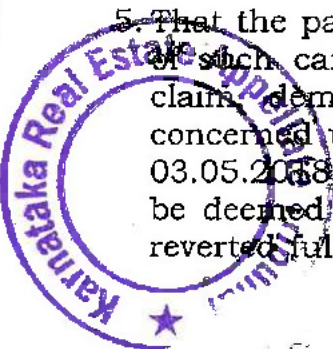
only) by way of RTGS transfer from ICICI Bank, BTM Layout branch, Bangalore vide UTR No. ICICR52022011900330065, dated 19.01.2022.

The First Party hereby admit and acknowledge the receipt of the entire sale consideration amount of **Rs.34,00,000/- (Rupees Thirty-Four Lakhs Only)** paid by the Third Party in the aforementioned manner and acquit the Third Party from making any further payment towards Schedule B and C Property.

3. That the First Party has this day handed over the all Original documents including the Registered sale deed 03.05.2018, Khata and other documents of title in respect of the Schedule B and C Property which was in her custody to the Third Party and the First Party has hereinafter in view of the cancellation of the Registered sale deed 03.05.2018 has no right, title or interest or liability of what so ever nature in respect of the Schedule B and C Property and the First party has no objection for the Second/Third Party to enter into any kind of transaction in respect of the Schedule B and C Property in favour of third parties:

4. The First party hereby declare, assures and covenants that she has not borrowed any funds from Banks, Bankers, Financial Institutions and other public by creating mortgage/lien on the schedule B and C Property and further declares that all the rights that had accrued to her under the said Registered sale deed 03.05.2018 and thereafter in respect of the share of her father after his demise in respect of the schedule B and C Property has been withdrawn with immediate effect and as such the same was and shall be of no force and effect hereafter.

5. That the parties hereto further agree and declare that in consequence of such cancellation as hereunder made all right, title interest and claim, demand, liabilities etc. of the "First Party" in the property concerned under and by virtue of the purported Registered sale deed 03.05.2018 are hereby re-transferred, re-assigned and re-assured shall be deemed as completely divested, extinguished and discharged and reverted fully to and vested in the "Second Party and the Third Party"





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ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮುದ್ರಿಸಲಾಗಿದೆ.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ಲಿಮಿಟೆಡ್

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(GST EXTRA)

as its former estate and they are both placed in the same position in which they were before the sale.

6. **THIS INDENTURE FURTHERMORE WITNESSETH** that the parties hereby mutually agree and covenant to each other that neither of them have done, executed or performed any act, deed or thing or suffered anything to the contrary whereby or by reason or means whereof the said property may in any way be affected or prejudiced in title or estate or the parties or any of them may be hindered or prevented from canceling the said Indenture of Conveyance and releasing and re-transferring the said property unto and to the use of the Second and Third Party in the manner hereinbefore indicated.

#### SCHEDULE 'A' PROPERTY

##### Item No.1:

All the piece and parcel of the property bearing **House List No.30, Katha No.170, Bommanahalli Municipal New Katha No.177/99/30** situated at **Rupena Agrahara Village, Beguru Hobli, Bangalore South Taluk** measuring **East to West 40 Feet and North to South 120 Feet** in all measuring **4800 Square Feet** and bounded on the:

East by	:	Property belongs to Mr.V.N.Jagadeesh Reddy
West by	:	Private Property
North by	:	Property belongs to Mrs.Sharadamma W/o.Late A.Narayana Reddy
South by	:	Private Property

##### Item No.2:

All the piece and parcel of the property bearing **House List No.26/39, Katha No.170, Bommanahalli Municipal New Katha No.177/99/30** situated at **Rupena Agrahara Village, Beguru Hobli, Bangalore South Taluk** measuring **East to West 22 Feet and North to South 28 Feet** in all measuring **616 Square Feet** and bounded on the:

East by	:	Mrs.Sharadamma Property
West by	:	Mrs.Sharadamma Property



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North by : Road  
South by : A.M.Rajesh's Property

**Item No.3:**

All the piece and parcel of the property bearing **Kaneshumari No.30** and presently bearing **B.B.M.P Katha No.30**, situated within the gramatana area of **Rupena Agrahara Village** within the jurisdiction of BBMP Bommanahalli situated at **N.G.R. Layout Main Road, Rupena Agrahara, Bangalore-68** measuring **East to West on the Northern side 40 Feet** on the **Southern side 32 Feet** and **North to South 120 feet**, in all measuring **4320 Square Feet** and bounded on the:

East by : Property belongs to Mr.Kamal Bhandari  
West by : Property belongs to Mr.Krishna Reddy  
North by : Property belongs to Mrs.Sharadamma  
South by : Property belongs to Mr.Ramaiah & sons

**Item No.4:**

All the piece and parcel of the property bearing **Kaneshumari No.52**, situated at **Rupena Agrahara Village, Begur Hobli, Bangalore South Taluk**, measuring **East to West 40 Feet** and **North to South 17 feet**, in all measuring **680 Square Feet** and bounded on the:

East by : Property belongs to Mr.K.R.Bhandari  
West by : Property belongs to Mr.Krishna Reddy  
North by : Road  
South by : Property belongs to Mr.Kamal Bhandari



S. S. Builders  
R. C. Jain

*Handwritten signature*



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### COMPOSITE SCHEDULE 'A' PROPERTY

All the piece and parcel of the property bearing **House List No.30, Katha No.170, Bommanahalli Municipal New Katha No.177/99/30 and House List No.26/39, Katha No.170, Bommanahalli Municipal New Katha No.177/99/30 and Kaneshumari No.30 and Kaneshumari No.52**, situated at **Rupena Agrahara Village, Beguru Hobli, Bangalore South Taluk** presently comes under the limits of Bruhat Bangalore Mahanagara Palike, bearing **Amalgamated B.B.M.P Property Katha No.526/30/52** measuring **East to West 76 Feet and North to South 137 Feet** in all measuring **10,412 Square Feet** and bounded on:

East by	:	Property belongs to Mr.V.N.Jagadeesh Reddy
West by	:	Private Property
North by	:	Road
South by	:	Private Property

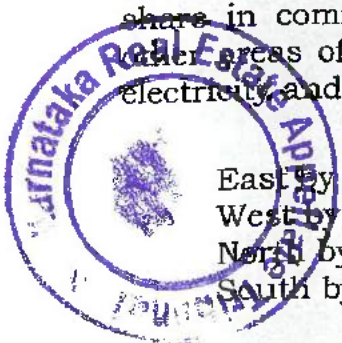
### SCHEDULE "B" PROPERTY

**215 Square Feet** of undivided share, right, title, ownership and interest of land in Schedule 'A' Property.

### SCHEDULE "C" PROPERTY

**Two Bed Room** residential Apartment bearing **Flat No.G6, on Ground Floor**, in the multi storied building known as **"KANAK RESIDENCY"**, having Super built up area of **1030 Square Feet** to be constructed on the Schedule 'A' property along with **one covered car parking in the Stilt Floor**, having RCC Roofed, Vitrified flooring together with proportionate share in common areas such as passages, lobbies lifts, staircase and other areas of common use etc., with all civic amenities such as water, electricity and sewerage and bounded on:

East by	:	Open to Sky
West by	:	Corridor and Flat No.G3
North by	:	Flat No.G5
South by	:	Flat No.G7





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ಸಂಖ್ಯೆ 5(9) ರ ಪ್ರಕಾರ ಮಾಡಬಹುದು.

ಕರ್ನಾಟಕ ರಾಜ್ಯ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖಾ  
ನೌಕರರ ವಿವಿಧೋದ್ದೇಶ ಸಹಕಾರ ಸಂಘ ನಿಯಮಿತ

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IN WITNESS WHEREOF the Parties have affixed their respective  
signatures to this CANCELLATION OF ABSOLUTE SALE DEED on the  
day, month and year above mentioned:

**WITNESSES:**

1. *Ramesh*

(RAMESH NARAYAN SOMANI)

2-2-1105/79

Tilak Nagar Hyderabad.

*Madhukar*

**FIRST PARTY**

2. *Rishab*

RISHAB SOMANI

2-2-1105/79

Tilak Nagar, Hyderabad.

For J.S. Builders

*R.C. Somani*  
Managing Partner

**SECOND PARTY**

(Represented by their GPA Holder)

For J.S. Builders

*R.C. Somani*

**THIRD PARTY**

Managing Partner

J.S. Builders



DRAFTED BY:

For J.S. Builders

Managing Partner

भारत सरकार  
GOVERNMENT OF INDIA



रमेश चन्द्र जैन

Ramesh Chandra Jain

पुष्पिन तिरु/ DOB: 01/10/1942

पुरुष / MALE



3443 4337 1337

-सामान्यमानवुडी पार्कु

भारतीय विशिष्ट पहचान प्राधिकरण  
INDIAN IDENTIFICATION AUTHORITY

विरुनामा:

S/O नृपन लाल शर्मा

कुम्भी नगर, काशी

उत्तर प्रदेश

आधार प्रदर्श - 500027

Address

S/O नृपन लाल शर्मा  
कुम्भी नगर - 221004 - उत्तर प्रदेश  
मोबा. नं. 9858651234  
E-mail: nrupan@rediffmail.com

3443 4337 1337

Aadhaar-Aam Admi ka Achkar

R.C. Jain



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BUILDERS



12/01/2015

Permanent Account Number

AAKFJ7574L

08022015

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं:  
आयकर पैन सेवा इकाई, एनएसडीएल,  
5 वीं मंजिल, मन्त्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मोडल कॉलोनी, नर दीप बंगला चौक, पुणे - 411 016.

*If this card is lost / someone's lost card is found,  
please inform / return to:*

Income Tax PAN Services Unit, NSDL  
5th floor, Mantri Sterling  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in

R.C. Jain





# ICICI Bank

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Details With Us:

S BUILDERS

#94 KUTBI GUDA

HIGUDA

ERABAD

NGANA - INDIA - 500027



Your Base Branch: AMERICA ICON-4-5-962, OPP. ARYA SAMAJ MANDIR, HYDERABAD, 500027

## Summary of Account as on 20-01-2022

## I. Operative Account in INR

Type of Account	Account Number	Balance (INR)	MICR	IFSC	Nomination
Current	037005005863	1,40,788.33 Cr	500229065	ICIC0001941	Not Registered
TOTAL		1,40,788.33 Cr			

Statement of transactions in Current account number: 037005005863 in INR For the period 01-01-2022 To 20-01-2022

Date	Particulars	Chq.No.	Withdrawals	Deposits	Autosweep	Reverse Sweep	Balance(INR)
01-01-2022	B/F						1,46,142.00
01-01-2022	NEFT-000119381089/HDFC0001048/CHANDRA REDDY	118780	5,000.00	0.00			1,41,142.00
01-01-2022	RTGS-HDFC052022011790557614-RAMESH CHANDRA JAIN-00		0.00	40,00,000.00			41,41,142.00
01-01-2022	RTGS-BARBR52022011700931440-ARPANA SOMANI-24200100		0.00	10,00,000.00			51,41,142.00
01-01-2022	RTGS-BARBR52022011700931532-SUNITA SOMANI-24200200		0.00	15,00,000.00			66,41,142.00
01-01-2022	DDICC ISSUED-MADHU GARG-HYDERABAD	118784	6,00,000.00	0.00			60,41,142.00
01-01-2022	DDICC ISSUED-MADHU GARG-HYDERABAD	118783	25,00,000.00	0.00			35,41,142.00
01-01-2022	DDICC ISSUED-MADHU GARG-HYDERABAD	118782	34,00,000.00	0.00			1,41,142.00
01-01-2022	DD Cancelln 3870		0.00	34,00,000.00			35,41,142.00
01-01-2022	DD CANCELLED		100.00	0.00			35,41,042.00
01-01-2022	CGST		9.00	0.00			35,41,033.00
01-01-2022	SGST		9.00	0.00			35,41,024.00
01-01-2022	DD Cancelln 3874		0.00	25,00,000.00			60,41,024.00
01-01-2022	DD CANCELLED		100.00	0.00			60,40,924.00
01-01-2022	CGST		9.00	0.00			60,40,915.00
01-01-2022	SGST		9.00	0.00			60,40,906.00
01-01-2022	DD CANCELLED		100.00	0.00			60,40,806.00
01-01-2022	DD Cancelln 3872		0.00	6,00,000.00			66,40,806.00
01-01-2022	CGST		9.00	0.00			66,40,797.00
01-01-2022	SGST		9.00	0.00			66,40,788.00
01-01-2022	RTGS-ICICR52022011900330066/YESB0000198/MADHU GARG	118785	65,00,000.00	0.00			1,40,788.00
01-01-2022			1,30,05,354.00	1,30,00,000.00	0.00	0.00	1,40,788.00
Page Total:							

## Legends for transactions in your account statement

VAT/MAT/NFS - Cash withdrawal at other Bank ATM's  
 EBA - Transaction on ICICI direct  
 VPS/NPS - Bank card transaction  
 DPF - Mobile recharge

INF - Internet fund transfer in linked accounts  
 BIL - Internet Bill payment or funds transfer to Third party

ICICI Bank Limited

Category of service: Banking &amp; Financial Services. Registration No.MV/ST/Bank &amp; Fin/4.

REGD ADDRESS: ICICI BANK TOWER, NEAR CHAKLI CIRCLE, OLD PADRA ROAD, VADODARA - 390 007, INDIA

This is an authenticated information statement. Customers are requested to immediately notify the Bank of any discrepancy in the statement.

R.C. Jain





Ac No.

03700500663

21/12/20

CABUS 5887  
BUSINESS BRANCHING, CURRENT ACCOUNT  
Payable at par at all branches of ICICI Bank Limited in India



**ICICI Bank**  
SULTAN BAZAR KOTI BRANCH  
ALURU ROAD, 580 001, YASASANI NAGAR, BADI CHOWD, KOTI, Hyderabad 500027  
RTGS/NEFT IFSC CODE: ICIC0001A1

Pay

Rupees

OR ORDER

VALID FOR THREE MONTHS ONLY  
D D M M Y Y Y Y

FOR JS BUILDERS

Authorized Signatures  
Please sign here



⑈ 11070801⑈ 5002290651⑈ 00588531⑈ 29

*R.C. Jain*

"TRUE COPY"

SECTION OFFICER  
KARNATAKA REAL ESTATE  
APPELLATE TRIBUNAL  
BENGALURU - 560 027