SALE DEED SITE NO 825

(PRAGATHI NAGARA)

This Deed of Sale of the Scheduled property is made on this 09th day of February, Two Thousand Twenty Three (09-02-2023) by,

SRI. SATHISH KUMAR RAMASWAMY. S/o Sri. Ramaswamy and SMT. HEMA RAMASWAMY W/o. Sathish Kumar Ramaswamy (PAN NO. AOTPR2378F) represented by their GPA Holder Sri. Nagaraja Ramaiah S/o. Late. B.S Ramaiah (Aadhaar No. 4225 1956 2443) (Pan No. AHQPR0699K) residing at No. APT, S.G-2, Bhaskara Nest Apartments, #4, Seenappa Layout, New BEI Road, RMV 2nd Stage, Bangalore-560094. (GPA has got registered in the office of the Sub Registrar Rajajinagar, Bangalore vide No. RJN-4-00596-2022-23 stored at CD No. RJND1331 dated 03-01-2023) Hereinafter referred to as the VENDORS which expression shall mean and include wherever the context so requires or admits his/her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

SRI. K R PUTTARAJU S/o Sri. Rajegowda (AADHAAR NO. 4141 3732 4904) (PAN NO. BILPP8873Q) and SMT. SHILPASHREE K V W/o. K.R.PUTTARAJU (AADHAAR NO. 5421 3165 7312)(PAN NO. CYUPS5583G) both are residing at Keremegalakoppalu village, Makodu Post, Ravandur Hobli, Periyapatna Taluk, Mysore. Hereinafter referred to as the PURCHASERS, which expression shall mean and include wherever the context so requires or admits his/her heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the vendors are the absolute owner and in possession of residential vacant Site No. 825, carved out of converted land bearing Sy. No. 272/1 and others measuring East to West : 24.00 Mtrs, North to South : 15.00 Mtrs., totally measuring 360.00 Sq.Mtrs in the Layout Known as “PRAGATHI NAGAR” situated at Belavadi village Ilavala Hobli Mysore Taluk, morefully described in the schedule hereunder, hereinafter referred to as the “schedule property”. The vendors holds marketable title & possession of the scheduled property.

Whereas, the scheduled property was purchased by the vendors from Mr. Y. A. Harikishore represented by his GPA Holder Mr. Y. A. Harikishore and M/s. Pragathi Group represented by its Managing Partner and Developer Mr. Y. A. Harikishore Via Sale Deed and same has been registered at the office of the Sub-Registrar Mysore North Mysore as Document No. MYN-1-15418/2008-09 of Book I stored at C.D.No. MYND-193 dated on 21-02-2009 and the vendors registered the khata in their favour by MUDA on 03-06-2009 vide No. 93, of Book 01 at page No. 23. And paid upto date tax to the concerned authorities. The scheduled property is the self acquired property of the vendors.

And whereas, since from the date of registration of the sale deed, the vendors are in peaceful possession and enjoyment of the schedule property by exercising all the acts and rights of ownership and possession and without any let, hindrance or disturbance from anybody. The vendors are the absolute owner of the schedule property and has no fetters what so ever to sell it.

The vendors have purchased the schedule property out of their self-earned funds, that is to say, the schedule property is absolute and self acquired property. The schedule property is free

from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the vendors are in need of funds in order to meet some of their legal necessities and has therefore decided to sell the schedule property to the purchasers for a valuable sale consideration of Rs. 49,50,000/- (Rupees Forty Nine Lakh Fifty Thousand only) for which, the purchasers have also agreed to purchase the schedule property for the said sale consideration, free from all encumbrances, claims and demands.

Now This Deed of Sale has come into effect and witnesseth

In pursuance of the entire sale consideration of Rs. 49,50,000/- (Rupees Forty Nine Lakh Fifty Thousand only) received by the vendors from the purchasers in the following manner:-

1. A sum of Rs.5,00,000/- (Rupees Five Lakh Only) from the purchasers by way of Cheque No. 585054, Dated 16-12-2022 drawn on State Bank of India Hunsur Branch as an advance,
2. The purchasers have availed a loan facility from HDFC Ltd For Balance sale consideration of
3. A sum of Rs. 22,25,000/- (Rupees Twenty Two Lakh Twenty Five Thousand only) by way of D.D No. 929647 dated 02-02-2023 drawn on HDFC Ltd in favour of Sathish Kumar Ramaswamy
4. A sum of Rs. 22,25,000/- (Rupees Twenty Two Lakh Twenty Five Thousand only) by way of D.D No. 929648 dated 02-02-2023 drawn on HDFC Ltd in favour of Hema Sathish Kumar Ramaswamy before undersigned witnesses.

That in consideration of payment of the entire sale consideration of Rs. 49,50,000/- (Rupees Forty Nine Lakh Fifty Thousand only) made by the purchasers to the vendors as stated above, thus, the vendors acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owners of the schedule property, the vendors hereby grant, transfer, convey, assign and set over the vacant possession of the schedule property unto and to the use of the purchasers by way of sale, together with all rights, liberties, privileges, easements, ways, passages, belonging to or usually held or occupied therewith or reputed to belong to all the estate, right, title, claim, demands, whatsoever of the vendors in the schedule property hereby conveyed and every part thereof, free from all encumbrances, charges, liens, attachments, acquisitions, demands, arrears of taxes and claims of whatsoever nature, created by the vendors. The PURCHASERS TO HAVE AND TO HOLD the schedule property and any part thereof by himself, his legal heirs, representatives, successors and assigns absolutely and forever.

The vendors hereby assures the purchasers that they have not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the vendors on the schedule property or any part thereof shall or can be impeached. The vendors further assures the purchasers that they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendors hereby further assures the purchasers that, the schedule property is free from all type of encumbrances and liabilities of every kind i.e., there is no kind of attachments, claims of maintenance, minor claims, court attachments, litigations, charges, liens, partition claims, women right, etc., in and over the schedule property or any part thereof. Incase of any such dispute or claim arises in future, the vendors shall clear the same at his own costs and risks. Incase the purchasers suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendors shall reimburse and compensate the purchasers against the same.

INDEMNITY : The vendors do hereby covenants with the purchasers that personally and from out of thier properties, he shall save harmless and indemnify and keep the purchasers indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, equities, arrears of taxes and claims of whatsoever nature and the vendors shall also at all reasonable time hereinafter keep the purchasers indemnified against all proceedings costs, claims and expenses in respect of any defect in the title of the vendors in the schedule property or any part thereof, or in respect of any breach of any of the conditions contained in this deed of absolute sale. The vendors further indemnifies the purchasers that since they are absolute owner of the schedule property, they indemnifies against any claims at any time by/from any of their family members claiming any right over the schedule property and keep the purchasers indemnified against such claims.

The vendors further covenants with the purchasers that he shall at all times and upon any reasonable request to do or execute or cause to be done or executed all such lawful acts, deeds and things, whatsoever, for further and more perfectly conveying the schedule property and every part thereof to the purchasers

The purchasers are entitled to enjoy the schedule property hereinafter by way of sale, mortgage, lease, gift etc., and shall enjoy all the available resources like water, minerals, etc., and enjoy the benefits accrued in the schedule property.

The vendors assures the purchasers that they have paid up to date tax and that there are no arrears to be paid.

The purchasers are also entitled to get the MUDA Khata and all other documents transferred to their name in respect of the schedule property, for which, the vendors have ‘No objection’.

The vendors have handed over all the relevant original documents and vacant physical possession of the schedule property to the purchasers, today itself.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of residential vacant Site No. 825, carved out of converted land bearing Sy. No. 272/1 and others measuring East to West : 24.00 Mtrs, North to South : 15.00 Mtrs., totally measuring 360.00 Sq.Mtrs and the Layout Known as “PRAGATHI NAGAR” situated at Belavadi village Ilavala Hobli Mysore Taluk,and bounded by:-

East by : Road

West by : Site No. 842

North by : Site No. 824

### South by : Site No. 826

Measuring East to West : 24.00 Mtrs, North to South : 15.00 Mtrs., totally measuring 360.00 Sq.Mtrs

This Deed of Sale is prepared on the basis of information and documents provided by the parties and both the parties have read and understood the contents of the sale deed.

In witness whereof, the VENDORS have executed this deed of absolute sale in favour of the PURCHASERS on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDORS

(GPA Holder)

2.

(SRI. K R PUTTARAJU)

(SMT. SHILPASHREE K V)

PURCHASERS