### Sale Deed

THIS **DEED OF SALE** made on this the **24TH July2023** at Mysuru

**BY**

**Sri M. MANOJ SHENOY**

S/o. Late M.Vinod Rao

Agedabout 46 Years

No.19/A, Vishweshara Nagar

2nd Stage, Industrial Suburb

Mysuru South

Mysuru – 570 008

**AADHAAR No.3238 4134 2370**

**PAN No. AFKPS0923D**

(Hereinafter called the “**SELLER**” which expression shall mean and include his legal heirs, successors, successors–in–interest, executors, administrators, legal representatives, attorneys and assigns of ONE PART).

**Sri RAVI.K**

S/o.Sri Kempaiah

Aged about 44 Years

No.144, First Floor

D Devaraj Urs Road,

Mysuru -570001

**AADHAARNo.9078 0391 6962**

**PAN No. APBPK5571N**

(Hereinafter called the “**CONFIRMINGPARTY**” which expression shall mean and include his legal heirs, successors, successors–in–interest, executors, administrators, legal representatives, attorneys and assigns of SECOND PART).

**IN FAVOR OF**

**Mr. Supreeth K.S.**

**S/o Satyanarayana**

# 46, Anantha shree

8TH Main 3rd Cross,

Saraswathi Puram,

Mysore,

Karnataka-570009

Aadhaar No. 7353 8027 7328

PAN No. EMRPS7243N

(Hereinafter called the **“PURCHASER”** which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns of the THIRD PART)

The Seller and the Purchaser are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

**DEFINITIONS:**

## For the purpose of this Deed of Sale, unless the context otherwise requires: –

1. **INTERPRETATION**

In this Deed,

* + 1. any reference to any statute or statutory provision shall include:
       - 1. all subordinate legislation made from time to time under that provision (whether or not amended, modified, re–enacted or consolidated);
         2. such provision as from time to time amended, modified, re–enacted or consolidated (whether before or after the date of this Deed) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Deed (to the extent liability there under may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re–enacted or consolidated) which the provision referred to has directly or indirectly replaced;
    2. the recitals and schedules form an integral part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed.
    3. references to this Deed or any other document shall be construed as references to this Deed or that other document as amended, varied, novated, supplemented or replaced from time to time;
    4. this Deed is a joint draft product of the Parties and any rule of statutory interpretation interpreting agreements against a party primarily responsible for drafting the agreement shall not be applicable to this Deed.
    5. Promoter means and includesthe Seller of 'B' Schedule property Plot.

WHEREAS one Kiralu Puttamadappa, S/o. Chennappa had applied under Form No.7 to the Land Tribunal, Mysuru seeking for registration of Occupancy Rights in respect of 7 Acres 20 Guntas and one Javara @ Hulibuchha had applied for registration of Occupancy Rights in respect of 4 Acres in land bearing Survey No.142 against Sri T.S.Nagappa, S/o. Subramanya. The Land Tribunal, Mysuru in its order dated 12–03–1999 held that out of 10 Acres 10 Guntas in land bearing Survey No.142, an extent of 9 Guntas was being cultivated by tenants. It was held that said Sri Javara @ Hulibuchha is not cultivating the land and also not participating in the proceeding and therefore, his application is dismissed and the possession of the said land is taken by the Government. As for as the other Applicants Sri Kiralu Puttamadappa had expired and therefore, his children Sri Shivanna and others are held to be registered as Occupants of an extent of 5 Acres in the said land bearing Survey No.142. It was further ordered that the remaining extent of 1 Acre 10 Guntas in land bearing Survey No.142 is found to be a Mango Garden and therefore, proceedings against the said land are dropped.

WHEREAS T.S.Nagappa who was the son of said Subramanya has expired on 03–08–2004 as per Death Certificate dated 11–08–2004.

WHEREAS Nagarathnamma, W/o. Sri Nagappa.T.S has expired on 18–01–2004 as per Death Certificate dated 07–02–2004.

WHEREAS said late T.S.Nagappaand his wife late Nagarathnamma have left behind their five children by name Smt. Anusuyamma.T. N, Sri T.N.Ashwath Narayana, Smt.T.N.Rajalakshmi, Smt.T.N.Premakumari and T.N.Shashikala as their only legal heirs. On their death, the aforesaid persons have inherited the properties left behind by them by way of intestate succession.

WHEREAS the legal heirs of late Javara @ Hulibuchcha by name Sriyuths Doreswamy, Javara and Smt.Kariputtamma filed Writ Appeal No.219/2007 and Writ Petition No.15088/2006 (LR) against Sri Ashwath Narayana, S/o. Sri T.S.Nagappa and others challenging order of the Land Tribunal dated 12–03–1999. The said Appeal and Writ Petition ended in compromise. The Writ Appeal No.219/2007 was disposed ofin terms of a compromise. In the meantime, said Sri T.S.Nagappa and Sri T.N.Ashwath Narayana had filed a Writ Petition numbered as W.P.21224/1999 (LR) against Sri Javara @ Hulibuchcha, Shivanna, S/o. Sri Kiralu Puttamadappa, Land Tribunal and others seeking for quashing the order of the Land Tribunal dated 12–03–1999. The Honorable High Court of Karnataka in its order dated 19–10–2006 in W.P.No.21224/1999 upheld the order of the Land Tribunal granting Occupancy Rights in respect of 5 Acres to Sri Shivanna and others. However, the Honorable High Court of Karnataka quashed the order of the Land Tribunal with regard to 5 Acres of land in land bearing Survey No.142 as a not tenanted land and the direction to forfeit the said land is not sustainable. Sri T.N.Ashwath Narayana preferred a Writ Appeal numbered as 372/2007 against the order in W.P.No.21224/1999.A Compromise Petition was filed in W.A.No.219/2007. The legal heirs of Javara @ Hulibuchcha were agreed to be entitled for 2 Acres in land bearing Survey No.142. It was further agreed that Sri Ashwath Narayana, S/o. Sri T.S.Nagappa is entitled to remaining 2 Acres adjacent to the portion of land bearing Survey No.142 measuring 1 Acre 23 Guntas belonging to him. Thereby, the appeal filed by the legal representatives of Javara @ Hulibuchcha was disposed of. While disposing W.A.No.219/2007 the Honorable Court held that the said order has no binding force so far as the Respondent in W.A.No.372/2007 i.e., against Sri Shivanna and Sri K.P.Nagu, both sons of Kiralu Puttamadappa. On 03–07–2014 the Panchayath Development Officer, Doora Village Panchayath has issued a No Objection Certificate stating that Sri T.N.Ashwath Narayana is owning 3 Acre 10 Guntas of land in Survey No.142, which is within the limits of Doora Village Panchayath and the Village Panchayath has no objection for conversion of said land from agricultural purposes to residential purposes.

WHEREAS T.N.Ashwath Narayana has expired on 20–09–2014 leaving behind his wife Smt.Shylaja Ashwath and a daughter by name Divyashree as his only legal heirs.

WHEREAS on 16–10–2014 the daughters of late T.S.Nagappa by name Smt.T.N.Anusuya, Smt.T.N.Rajalakshmi, Smt.T.N.Prema and Smt.T.N.Shashikala have executed a Registered Release Deed, which was registered as No.MYW–1–05826–2014–15 in CD No.MYWD–35 of Book–I and released all their entire right, title and interest in respect of land bearing Survey No.142 measuring 3 Acres 10 Guntas to Smt.Shylaja Ashwath, W/o. late T.N.Ashwath Narayan.

WHEREAS under Mutation Proceedings No.MR:H–22, the Khata of an extent of 3 Acres 10 Guntas in land bearing Survey No.142/2 was registered in the name of Smt.Shylaja Ashwath, W/o. late T.N.Ashwath Narayan.

WHEREAS in response to the application of Smt.Shylaja Ashwath for conversion of 3 Acres 10 Guntas in land bearing Survey No.142/2 from agricultural purposes to residential purposes, the Office of the Deputy Commissioner on 26–06–2015 wrote letters to the Tahsildar, Mysuru Taluk, the Assistant Director Town and Country Planning and the Pollution Control Officer, Metagalli, Mysuru for their comments.

WHEREAS on 23–09–2016 the Office of the Deputy Commissioner, Mysuru District issued an Intimation Letter asking her to pay the sum of Rs.1,06,280/– towards conversion fee, phodi fee etc.

WHEREAS on 17–01–2015 the Tahsildar, Mysuru Taluk has issued an Endorsement stating that no proceedings are pending under Section 79(A) and (B) under Karnataka Land Reforms Act.

WHEREAS the Tahsildar, Mysuru Taluk has on 30–01–2015 issued that the land bearing Survey No.142/2 is not a granted land and therefore, no petitions are pending under the PTCL Act.

WHEREAS the entries in the RTC Extract shows that the land bearing Survey No.142/2 measuring 3 Acres 10 Guntas was under Mutation Proceedings No.MR:H–16/2011–12 registered in the name of Sri T.N.Ashwath Narayana and later on under Mutation Proceedings No.MR:H–22/2014–15 transferred into the name of Smt.Shylaja Ashwath.

WHEREAS the Office of the Tahsildar, Mysuru Taluk has 15–12–2015 wrote a letter to the Deputy Commissioner, Mysuru District stating that an extent of 3 Acres 10 Guntas in land bearing Survey No.142/2 is in the occupation of the owners of the said land and no objections are so far filed in respect of it before the Land Tribunal under the Karnataka Land Reforms Act.

WHEREAS in response to her application, the Deputy Commissioner, Mysuru District by his Order No.53/2015–16 dated 03–10–2016 permitted Smt.Shylaja Ashwath to use the land bearing Survey No.142/2 measuring 3 Acres 10 Guntas from agricultural purposes to residential purposes.

WHEREAS on 17–10–2016 Smt.Shylaja Ashwath and her daughter A.Divyashree have executed a Registered Sale Deed, which was registered as No.MYW–1–06551–2016–17 in CD No.MYWD–75 of Book–I on 22–10–2016 and sold the alienated land bearing Survey No.142/2 measuring 3 Acres 10 Guntas for valuable consideration to the Seller and put him in possession and enjoyment thereof.

WHEREAS the Khata of the said land was transferred into the name of the Seller in the registers of Doora Village Panchayath as per Form No.9 and 11 dated 11–12–2018 and it has given the property number as 461 and PID number as 152200421124022546.

WHEREAS the Seller has on 25–03–2022 executed a Registered Relinquishment Deed which was registered as No.MYW–1–15503–2021–22 in CD No.MYWD–926 of Book–I on 25–03–2022 and relinquished parks, public utility spaces, CA sites, roads etc., in favor of the Governor, Government of Karnataka.

WHEREAS the plan of the layout submitted by the Seller was approved by Town and Country Planning Department vide order No. **Jam.Ni.Mai./Vi.Na.Aa/44/2021-22** dated 04-11-2021 and granted him an approval to commence the construction work thereon.

WHEREAS the Town and Country Planning Department has released 24 sites vide order No.6/2 dated 31/01/2022 out of 41 sites and permitted the Seller to sell it and also issued him a CD List.

WHEREAS the Seller has on 25–03–2022 entered into aRegistered Agreement of Sale which was registered as No.MYW-1-15502-2021-22 in CD No. MYWD-926 of Book-I agreeing to sell approximately 6690.42 Square Meters of fully developed sites formed in the 'A' schedule land to the Confirming Party or his nominees.

WHEREAS the Purchaser herein is the nominee of the Confirming Party.

WHEREAS the Seller is in possession and enjoyment of the land fully described in the 'A' Schedule below and the site formed therein, which are more fully described in the ‘B’ Schedule below.

AND WHEREAS in pursuance of the aforesaid, the Seller has agreed to sell and the Purchaser has agreed to purchase the Schedule ‘B’ site and the Parties deem it necessary to reduce itinto writing their mutually agreed terms and conditions of sale of the Schedule ‘B’ site as set forth hereunder.

1. The Seller is the owner and in possession of or otherwise well and sufficiently entitled to the Project Land.
2. The Purchaser being desirous of owning a site, has after verifying the Title Deeds of the Seller, the terms and conditions of the Development Scheme, the specifications, approvals, plans etc., and being satisfiedrequested the Seller to sell a site formed in the Schedule ‘A’ Property, which is more fully described in the **Schedule ‘B’** hereunder (“**Schedule ‘B’ Property**”).
3. In pursuance of the aforesaid, the Seller has agreed to sell and the Purchaser has agreed to purchase the Schedule ‘B’ site and the parties deem it necessary to reduceitinto writing their mutually agreed terms and conditions of sale of the Schedule ‘B’ site as set forth hereunder.

**NOW THEREFORE**, in consideration of the sale price of a sum of

**Rs. 10,32,000/-(Rupees Ten Lakh Thirty two thousand Only).** (Thereceipt and adequacy of which are hereby mutually acknowledged) and on themutual covenants, terms and conditions and understandings set forth in this Deed, the Parties with the intent to be legally bound hereby agree as follows:

1. **CONVEYANCE** 
   1. The Seller for a sum equivalent to the Consideration (as hereinafter defined), hereby grants, conveys, sells, transfers and assigns to the Allottee the Schedule 'B' Property and all its estate, right, title, interest and claim therein, whether held in law or in equity and the possession thereof, together with all liberties, easements, privileges, rights, advantages and appurtenances attached thereto, to have and to hold the same, absolutely and forever, free from encumbrances, charges, trusts and liens.
   2. The Purchaser admits the receipt of having received from the Seller hand over the title documents pertaining to the Schedule 'A' Property.
   3. The entire incidence of the stamp duty and the registration fee, along with any other cess or surcharge payable thereon and any deficient amounts that will be found due, in connection with the execution and registration of this Deed shall be borne by the Purchaser.
   4. Immediately upon the registration of the Deed, the Parties shall cause co–operate with each other for effecting the change of ownership of the Schedule 'B' Property.
   5. The amount for calculating stamp duty for this Deed, shall be the sum total of the entire consideration paid to the First Party by the Purchaser under the sale is **Rs10,32,000/-(Rupees Ten Lakh thirty two thousand Only).**
2. **CONSIDERATION** 
   1. The total sale consideration for the sale of the Schedule 'B' Property shall be **Rs.10,32,000/-(Rupees Ten Lakh thirty-two thousand Only).** (“**Consideration**”) and the Sale Consideration is paid in the following manner:
   2. A sum of **Rs.50,000/–(Rupees Fifty thousand Only)** paid by the Purchaser as advance to the Seller Sri. M.Manoj Shenoy through Cheque bearing no 741737 of Karnataka bank Saraswathi Puram branch dated

18-03-2022.

* 1. A sum of **Rs.1,59,000/–(Rupees one lakh fifty-nine thousand Only)** paid by the Purchaser as advance to the Seller Sri. M. Manoj Shenoy through IMPS reference ID 320114640034, Dated 20-07-2023.
  2. A sum of **Rs 1,00,000/–(Rupees One Lakh Only)** paid by the Purchaser as advance to the Seller Sri. Ravi K through IMPS reference ID CG00634293, Dated 20-07-2023.
  3. A sum of **Rs.6,78,040/–(Rupee Six lakh seventy-eight thousand forty Only)** paid by the Purchaser as advance to the Seller Sri. M. Manoj Shenoy by way of account transfer, reference number\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*,(the receipt of which the Seller do hereby admit and acknowledge)
  4. A sum of 53,960/- (Rupees Fifty-Three thousand nine hundred sixty only) rupees to the confirming party Sri. Mr. Ravi. K paid by way of Bank DDreference no \*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*.
  5. Thereby, the Seller acknowledges the receipt of the sum of

**Rs.**10,32,000/-The total sale consideration for the sale of the Schedule 'B' Property shall be **Rs.10,32,000/-(Rupees Ten Lakh thirty-two thousand Only).** being the entire consideration from the Purchaser.

1. **POSSESSION**

Simultaneous with the execution of this Deed, the Seller has and the Purchaser acknowledges that the Seller has handed over the physical lawful and peaceful possession of the Schedule 'B' Property.

1. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

**5.1 Representations and Warranties of the Seller:**

The Seller hereby represents and warrants unto the Purchaser as follows (which representations and warranties shall be subject to the rights of other Purchaser in Schedule 'A' Property and/or the Project):

* 1. The Seller is the absolute owner of and in peaceful possession of the Schedule 'A' Property;
  2. There are no third parties on the Schedule 'A' Property either as lessees, licensees, trespassers or squatters, and no third party is in adverse possession of the Schedule 'A' Property;
  3. The Seller is fully entitled to enter into this Deed including the transfer by conveyance of all rights and interests in the Schedule 'B' Property to the Purchaser and this deed constitutes a legal, valid and binding obligation of the Seller;
  4. The Seller is not a party to any agreement for sale, estate contract, option, right of pre–emption or similar matter whereby any third party has a contractual right or obligation to acquire an estate or interest in the Schedule 'B' Property, or which may hinder the consummation of, or defeat the objectives of this Deed;
  5. The Schedule 'B' Property is free from all encumbrance whatsoever including mortgage, charge, pre-emption right, easement, right of way, life interest; and
  6. To the knowledge of the Seller, no part of the Schedule 'B' Property is the subject matter of any suit, attachment, acquisition or court proceedings, and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, dues, notices and/or acquisition proceedings pending against the Schedule 'B' Property.
  7. **Representations and Warranties of the Purchaser:**

The Purchaser hereby represents and warrants to the Seller that, as on the date hereof:

* + 1. ThePurchaseris fully entitled to enter into this Deed and this Deed constitutes a legal, valid and binding obligation of the Purchaser; and
    2. The execution and performance of this Deed by the Purchaser does not and shall not violate any provision of any existing agreement with any other party or any applicable law.

1. **RIGHTS AND OBLIGATIONS OF THE PURCHASER:**

The Purchaser agrees to own the Schedule 'B' Property sold hereunder in common with the owners/Purchasers of the remaining portions of the Schedule 'A' Property.

1. **CHANGE OF NAME**

The Purchaser shall not do any act, deed or thing or support any action or resolution for the change of name of the Project from ‘Mahima**’** to any other name, or for the change of the name of any of the phases or blocks or portions of the Project.

1. **INDEMNIFICATION**
   1. The Seller agrees to indemnify, defend and hold harmless the Purchaser from and against all direct losses, whether suffered or incurred by the Purchaser, or which the Allottee may otherwise become subject to (regardless of whether or not such losses relate to any third-party claim) and which arise out of, or result from any breach by the Seller of the obligations and covenants contained in this Deed, provided that the Allottee is in compliance with all its obligations under this Deed.
   2. Likewise, the Purchaser agrees to indemnify, defend and hold harmless the Seller from and against all direct losses, whether suffered or incurred by the Seller, or which the Seller may otherwise become subject to (regardless of whether or not such losses relate to any third-party claim) and which arise out of, or result from any breach by the Purchaser of the obligations and covenants contained in this Deed.
2. **TAXES**
   1. The Seller shall pay the property taxes in respect of the Schedule 'B' Property up to the date hereof/of sale of the Schedule 'B' Property. Thereafter, the Purchaser shall bear all taxes, whether direct or indirect, in respect of the Schedule 'B' Property.
   2. The Purchaser shall also bear GST any other tax of similar nature and/or any other charges, cess, fees or other expenses related or incidental thereto under any law for the time being in force, in relation to the sale of Schedule 'B' Property. In addition, future maintenance deposit from the date of formation of the Association, if any, shall be borne by the Purchaser.
3. **FURTHER ASSURANCES**
   1. The Seller undertakes that it shall sign all necessary documents with regard to the transfer of khatha and the transfer of other utilities attached to the Schedule 'B' Property in favour of the Purchaser.
   2. The Seller undertakes that it shall, at all times and from time to time hereinafter, at the request or demand of the Purchaser and at the cost of the Purchaser, do, or cause to be done all such acts or things as shall be lawfully or reasonably necessary or required for the better and fuller enjoyment of the Schedule 'B' Property by the Purchaser.
   3. The Seller undertakes to do all other acts, deeds and things as may be necessary to ensure the vesting of title of the Schedule 'B' Property in the hands of the Purchaser upon the Seller executing this Deed.
   4. The Seller undertakes to pay any and all claims, demands, taxes, cess, public dues, penalties, fines made against the Purchaser in relation to the Schedule 'B' Property or part thereof which will be found to be due and which are referable till the date of execution of this Deed. It is made clear that all claims, demands, taxes, cess, public dues, penalties, fines in relation to the Schedule 'B' Property or part thereof that may be imposed referable to the period subsequent to the date of sale shall be the responsibility of the Purchaser.
4. **GOVERNING LAW; DISPUTE RESOLUTION**

11.1 That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the RERA Act, 2016 and the Rules and Regulations made there under including other applicable laws of India for the time being in force and the Courts at Mysore, Karnataka, India, shall have sole and exclusive jurisdiction over all matters arising out of or relating to this Deed.

11.2 All or any disputes arising out or touching upon or in relation to the terms and conditions of this deed, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the RERA Act and other applicable laws of India for the time being in force and The Parties to this Deed shall have the right to enforce the specific performance of this Deed at the cost of the defaulting Party.

1. **COSTS AND EXPENSES**

The Purchaser shall bear the costs in connection with the negotiation, preparation and execution of this Deed.

1. **NOTICES**
   1. Any notice or correspondence to be sent to either Party under this Deed shall be addressed and sent to their respective addresses mentioned in this Deed and such notices and correspondence are deemed to have been served on the Parties if sent by registered post, hand delivery, facsimile, email or by courier. The Party sending notice/correspondence is not responsible for non-delivery due to change in the address if the Party changing the address has not intimated in writing the change in the address.
   2. All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Deed shall be in writing and in the English language.
2. **ENTIRE DEED**

This Deed constitutes and represents the entire Deed between the Parties with regard to the rights and obligations of each of the Parties and cancels and supersedes all prior arrangements, agreements or understandings, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.

## 'A' SCHEDULE PROPERTY

**ALL THAT PIECE AND PARCEL OF** Land bearing **Survey No.142/2** situated at Talur Village, Jayapura Hobli, Mysuru Taluk measuring **3 Acres 10 Guntas**and bounded on the **East**: La.Sa.No.143, La.Hi.No.3, **West**: La.Hi.No.1, North: Road and **South**: La.Sa.No.143 and 144

‘B’ SCHEDULE PROPERTY

ALL THAT PIECE AND PARCEL OF Site bearing No.483/19 with unique code No.152200421124024282 formed in ‘A’ Schedule land in terms of the plan No.Jam.Ni.Mai./Vi.Na.Aa/44dated04-11-2021 measuring East to West:(15.34+16.00) Meters and North to South:9.14Meters, i.e.,143.04Square Meters and bounded on the

East: Buffer Zone & Park

West:Road

North: Site No 18,

South: Site No 20,

IN WITNESS WHEREOF, the parties to this Deed have signed on the day, month and the year first above mentioned in Mysuru.

WITNESSES:

1)

SELLER

2) CONFIRMING PARTY

PURCHASER