### SALE DEED

THIS DEED OF SALE is made and executed on this Fifth day of November, Two Thousand and Twenty (05-11-2020) at Mysore, by and between -----

SHRI. GOPI KRISHAN GUPTA, Aged about 63 years, S/o Late SHRI. DURGA PRASAD GUPTA, Residing At No.65, Laughing Waters, Ramagondanahalli Post, Whitefield Main Road, Bangalore – 560 066, Karnataka, INDIA hereinafter called the VENDOR of the one part; (the terms the Vendor wherever the context admits shall mean and include his/her heirs, representatives, administrators, executors and assigns)

IN FAVOUR OF

MRS. CHAITRA. H. S D/o Smt. Rajeshwari, aged about 31 years, residing at No.58, Chinni Nilaya, Sharavathi Road, Shakthinagara Park, Vidyashankar Nagara, Kalyanagiri, Mysore-570 019, Karnataka, India and SMT. RAJESHWARI. N. N D/o Nagaraju. N. K aged about 53 years, residing at No.58, Chinni Nilaya, Sharavathi Road, Shakthinagara Park, Vidyashankar Nagara, Kalyanagiri, Mysore-570 019, Karnataka, India hereinafter called the PURCHASERS of the other part (the terms the Purchaser wherever the context admits shall mean and include his/her heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

**WHEREAS,** Vendor herein is the absolute owner and in possession and enjoyment of the **Site bearing No.102** and measuring **East to West 18.00 Mtrs and North to South 12.00 Mtrs, totally and measuring 216.00 Sq. Mtrs** and bounded onhereinafter referred to as SCHEDULE ‘B’ Property rights having been transferred to the Vendor through **Will dated 19-05-2011 from his Father LATE DURGA PRASAD GUPTA** aged about 90 years, S/o Late Shri.Kethmal Gupta, who was residing at No.602, Parmarth Nikethan, Swargashram, Rishikesh – 249 304, Uttaranchal, India having purchased the same upon the payment of full Sale consideration to M/s. ISHYA PROPERTIES, A Partnership Firm, Registered before the Registrar of Firms, having its office at No. 4, 10th ‘A’ Main, 1st Cross, Parallel to 100 Feet Road, Indiranagar, II Stage, BANGALORE – 560 038,

Represented by its Partner Mr.Girish.R and registered as **Document No MYN-1-02646-2011-12, CD No: MYND 275 dated 10-05-2011** in the Office of the Sub Registrar, Mysore North and the Vendor has obtained the Khatha towards the above mentioned plot from the concerned authorities **dated 07-08-2020 bearing No.34795/20-21.**

**THE TITLE TO THE SCHEDULE PROPERTY IS AS FOLLOWS:-**

**WHEREAS**, M/s. ISHYA PROPERTIES herein is the absolute owner in possession and enjoyment of land measuring Two (2) Acre in Survey Number Fifty Six Part (Sy No: 56),Three (3) Acres Four and Half (4 ½) Guntas in Survey Number Fifty Seven Part, Both situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk which is more fully described in the Schedule –A hereunder and hereinafter referred to as SCHEDULE ‘A’ Property having purchased the same under One Single Deed, dated 04/05/2010, from its Previous Owners Shri. Lakshmi Sagar, registered as Document No: MYN-1-02020-2010-11, CD No: MYND235, in the Office of the Sub Registrar, Mysore North.

**WHEREAS**, M/s. ISHYA PROPERTIES being the absolute Owner is in possession and enjoyment of the Schedule A property to the exclusion of others and the name of the M/s. ISHYA PROPERTIES has been entered in the concerned Revenue records.

**WHEREAS** M/s. ISHYA PROPERTIES herein who is desirous to develop the Schedule A Property into a residential layout approached the Developer who has vast experience in execution of works of development of properties for development of Schedule ‘A’ property.

**WHEREAS**, M/s. ISHYA PROPERTIES has applied for layout approval with the MUDA, Mysore, and the MUDA has accorded sanction for formation of a residential layout on Schedule ‘A’ property consisting of various plots with different dimensions and different total areas, vide its order MCDA:NAYO:VAVIKA:01:11-12 dated: 07.04.2011.

**WHEREAS**, pursuant to the said approval by MUDA for formation of a residential layout, the Developer is developing the Schedule A property in the name and style of “HIGHLANDS” [hereinafter called as the said layout]

**WHEREAS**, Schedule mentioned Site was purchased by LATE DURGA PRASAD GUPTA aged about 90 years, S/o Late Shri.Kethmal Gupta, who was residing at No.602, Parmarth Nikethan, Swargashram, Rishikesh – 249 304, Uttaranchal, India having purchased the same upon the payment of full Sale consideration to M/s. ISHYA PROPERTIES, A Partnership Firm, Registered before the Registrar of Firms, having its office at No. 4, 10th ‘A’ Main, 1st Cross, Parallel to 100 Feet Road, Indiranagar, II Stage, BANGALORE – 560 038, Represented by its Partner Mr.Girish.R and registered as Document No MYN-1-02646-2011-12, CD No: MYND 275 dated 10-05-2011 in the Office of the Sub Registrar, Mysore North and paid taxes to the concerned authorities and kept the property free from all encumbrances.

**WHEREAS**, Vendor herein is the absolute owner and in possession and enjoyment of the **Site No 102 East to West 18.00 Mtrs and North to South 12.00 Mtrs, totally and measuring 216.00 Sq. Mtrs** and bounded on hereinafter referred to as SCHEDULE ‘B’ Property having been transferred in his favour from his Father Late DURGA PRASAD GUPTA aged about 90 years, S/o Late Shri Parmarth Kethmal Gupta, who was residing at No.602, Nikethan, Swargashram, Rishikesh – 249 304, Uttaranchal, India and the records have been updated in the concerned authorities.

**WHEREAS, the Purchaser/s herein who is/are** interested in purchasing a site in the said layout has/have approached the Vendor for purchasing of**Site No 102** East to West **18.00 Mtrs** and North to South **12.00Mtrs**, totally and measuring **216.00 Sq**. **Mtrs and bounded on,** and the Vendor party has agreed to sell **Site No. 102**, in the said layout to the purchaser herein for a sum of**Rs.14,06,020/-[Rupees Fourteen Lakhs Six Thousand and Twenty only]**on the following terms and conditions, which is more fully described in the Schedule ‘B’ hereunder and hereinafter referred to as the ‘SCHEDULE ’B’ PROPERTY.

NOW THIS DEED WITNESSETH AS UNDER:

1. ABSOLUTE SALE :

That the Vendor assured the Purchaser that, he has absolute right to sell the schedule with all the things property bearing **Site No.102** to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the schedule property to the Purchaser by ‘ABSOLUTE SALE’ together permanently attached thereto or standing thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the schedule property.

1. CONSIDERATION :

That the total consideration for the sale of the schedule Property is Rs.14,06,020/-[Rupees Fourteen Lakhs Six Thousand and Twenty only]

That the Vendor acknowledges that the sale price of Rs.14,06,020/-[Rupees Fourteen Lakhs Six Thousand and Twenty only]undersigned witnesses.

1. Rs.2,00,000/- (Rupees Two Lakhs only) paid by the Cash.
2. Rs.12,06,020/- (Rupees Twelve Lakhs Six Thousand and Twenty only) paid by the Demand Draft bearing number 402342 dated 04-11-2020 drawn on State Bank of India availed as Bank Loan from State Bank of India in favour of Gopi Krishan Gupta.

In the above said manner the Vendor received entire sale consideration of Rs.14,06,020/- (Rupees Fourteen Lakhs Six Thousand and Twenty Only))from the Purchaser in full and final settlement.

**3. MARKETABLE TITLE:**

That the Vendor assures the Purchaser that, he has good, subsisting and marketable title in the schedule property and thereby has right to transfer the same and to give possession. Further, the Vendor assure to the Purchaser that, the schedule property is free from all encumbrances, lispendences, court attachments, notice of acquisitions, fraudulent transfer, minor claims, etc.,

1. **TITLE FOREVER :**

That the Vendor grants to the Purchaser ‘TO HAVE AND TO HOLD’ the Schedule property for the use of the Purchaser absolutely and forever together with writings and other evidences of title.

1. **OUTGOING:**

That the Vendor assure to the Purchaser that, the amount due to any Government or Semi Government or other statutory bodies in the form of taxes, rates, cesses, etc. are duly paid till this date. By oversight, if any of the dues payable to aforesaid bodies are not paid till this date, the Vendor assure to the Purchaser that he is liable for such payment(s).

1. **DELIVERY OF DOCUMENTS:**

That the Vendor on the date of registration of this Sale deed, has delivered all the copies of the mother deed to the Purchaser. The Purchaser hereby acknowledges the receipt of the same.

1. **VACANT POSSESSION:**

That the Vendor on the date of registration of this Deed of Sale has delivered actual physical peaceful vacant possession of the schedule property to the Purchaser and hereinafter at all times, the Purchaser as full and absolute owner thereof peaceably and quietly hold, possess and enjoy the schedule property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person claiming through or under them.

1. **INDEMNITY:**

That furthermore, Vendor assure to indemnify and keep indemnified the Purchaser against losses, damage, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendor any breach of covenants hereunder contained.

1. **LAWFUL ACTS :**

That the Vendor shall at the request and cost of the Purchaser do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule property in the manner aforesaid according to the true intent and meaning of this deed.

1. **STAMP DUTY AND REGISTRATION EXPENSES :**

That the stamp duty and registration expenses for the registration of this Deed of Sale, are borne by the Purchaser.

**ANNEXURE’A’**

**RIGHTS OF THE PURCHASER.**

The PURCHASER/S shall have the following rights in respect of the Schedule ‘A’ Property.

1. The Right to use the Schedule ’B’ Property for residential purposes only.
2. The Purchaser shall have the right to get water, electricity, sewerage and other connections to the Schedule ‘B’ Property through the main pipes, wires, sewer lines, drain and water courses, cables and wires which are provided or may at any time be provided in the common areas of Schedule A Property and has the right to lay cables or wires for Radio, Television, Telephone, Satellite Television, and such other installations, in any part of the Schedule B Property.
3. Right to use along with other owners of plots all the common facilities provided therein on payment of such sums as may be prescribed from time to time by the Vendor / Developer and/or the Owners’ Plot Owners’ Association.

**SCHEDULE ‘A’ PROPERTY**

(Total property in the Second Phase of the residential layout known as HIGHLANDS)

**Item No. 1**

All that piece and parcel of Residentially converted Land bearing survey No. 56, measuring 2 Acres, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

**East by : Property bearing Survey No 55**

**West by : Remaining Part of Land bearing Survey 56**

**North by : Alienated Property bearing Survey No 58**

**South by : Property bearing Survey No. 54**

**Item No. 2**

All that piece and parcel of Residentially converted Land bearing survey No. 57/2, measuring 3 Acres 04 ½ Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

**East by : Alienated Property bearing Survey No 58**

**West by : Property bearing Survey No 206**

**North by : Property bearing Survey No 61**

**South by : Property bearing Survey No 57/1**

**SCHEDULE ‘B’ PROPERTY**

(Plot/ Site Conveyed to the Purchaser under this Deed in the residential layout known as HIGHLANDS)

All that piece and parcel of **Site bearing No. 102, situated on the Schedule ‘A’ property measuring East to West 18.00 and North to South 12.00 Mtrs, totally and measuring 216.00 Sq. Mtrs** and bounded as follows:-

**East By : Road;**

**West By : Site No. 99;**

**North By : Site No. 101;**

**South By : Site No. 103.**

**In witnesses whereof,** the Vendor and the Purchaser have affixed their signatures to this Deed of Sale at Mysore on the day, month and year first above mentioned.

**Witnesses :-**

**1)**

(SHRI. GOPI KRISHAN GUPTA)

**VENDOR**

**2)**

(MRS. CHAITRA. H. S)

**PURCHASER 1**

(SMT.RAJESHWARI.N.N)

**PURCHASER 2**