### SALE DEED

THIS DEED OF SALE is made and executed on this 24th day of June, Two Thousand and Twenty Two (22-06-2022) at Mysore, by and between -----

SRI. ANIL KUMAR CHHIKARA, Aged about 56 years, S/o Sri. Dilbagh Singh Chhikara, Residing at Flat No.F-002, Victorian Haven Apartments, Rama Patel Reddy Road, Domlur Road, Bangalore – 560 071, Karnataka, India, Aadhar No. 4795 8826 1753 hereinafter referred to as the “VENDOR” (which term shall mean and include his heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest of the one part):

###### AND

SMT. VIJAYAKUMARI, Aged about 52 years, W/o Sri. Siddaraju, Residing at No.12, 1st Cross, Jayadevanagar, Metagalli, Mysore – 570016, Karnataka, India, Aadhar No. 6761 4162 0256 hereinafter referred to as the “PURCHASERS” (which expression shall unless repugnant to the context mean and includes his heirs, successors, assigns, executors, administrators, and representatives -in-interest of the OTHER PART):

WHEREAS, Vendor herein is the absolute owner and in possession and enjoyment of the Plot No.35 measuring East to West 18.01 Mtrs (59.08 Feet) and North to South 11.99 Mtrs (39.33 Feet), totally and measuring 215.85 Sq.Mtrs (2324 Square Feet) hereinafter referred to as SCHEDULE ‘B’ Property having purchased the same upon the payment of full Sale consideration to K C Kaverappa S/o Late Chengappa Represented by His G P A Holder M/s. ESVEEGEE Realty (Gujarat) Private Limited Represented by its Authorized Signatory Sri.Himanshu Gupta under One Sale Deed, dated 09/02/2011 respectively, from its Previous Owner K C Kaverappa S/o Late Chengappa Represented by His G P A Holder M/s. ESVEEGEE Realty (Gujarat) Private Limited Represented by its Authorized Signatory Sri.Himanshu Gupta under One Sale Deed, registered as Document No MYN-1-20402-2010-11, CD No: MYND 264 in the Office of the Sub Registrar, Mysore North.

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

WHEREAS, Sri.K C Kaverappa, son of Late Chengappa is the absolute owner in possession and enjoyment of land measuring Six (6) Acres Twenty Nine (29) Guntas in Survey Number Fifty Eight (Sy No: 58) and Five (5) Acres Twenty Three (23) Guntas in Survey Number Sixty One (Sy No: 61), totally measuring Twelve (12 ) Acres Twelve (12) Guntas, both situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk which is more fully described in the Schedule –A hereunder as Item No.1 and Item No.2 properties and together hereinafter referred to as “SCHEDULE ‘A’ PROPERTY” having purchased the same under Two different Sale Deeds dated 10/03/2008 and dated 13/05/2008 respectively, from its Previous Owner Smt. M. S Anitha registered as Document No: MYN-1-17651-2007-08, CD No: MYND166, and Document No: MYN-1-01554-2008-09, CD No: MYND170, respectively, in the Office of the Sub Registrar, Mysore North.

WHEREAS, Sri.K C Kaverappa being the absolute Owner is in possession and enjoyment of the Schedule A property to the exclusion of others and the name of the Sri.K C Kaverappa has been entered as the owner with respect to the Schedule A Property in the concerned Revenue records.

WHEREAS, Sri.K C Kaverappa herein being desirous to develop the Schedule A Property into a residential layout approached the Developer (M/s. ESVEEGEE Realty (Gujarat) Private Limited) who has vast experience in execution of works of development of properties for the development of the Schedule ‘A’ Property.

WHEREAS, Sri.K C Kaverappa has applied for layout approval before the Mysore Urban Development Authority (MUDA), Mysore, and the MUDA has accorded sanction for formation of a residential layout on the Schedule ‘A’ Property consisting of various plots with different dimensions and different total areas, vide its Order in No. MCDA:NAYO:VAVIKA:32:10-11 dated: 31.05.2010.

WHEREAS, pursuant to the said approval by MUDA for formation of a residential layout on the Schedule ‘A’ Property, the Developer has developed the Schedule A property in the name and style of “HIGHLANDS” [hereinafter called as the “Said Layout”]

WHEREAS, in the Said Layout, Sri.K C Kaverappa, son of Late Chengappa was the absolute owner and in possession and enjoyment of the Plot No. 35 measuring East to West 18.01 Mtrs (59.08 Feet) and North to South 11.99 Mtrs (39.33 Feet), totally and measuring 215.85 Mtrs (2324 Square Feet) which is more fully described in the Schedule ‘B’ hereunder and hereinafter referred to as “SCHEDULE ‘B’ Property”, having purchased the same upon the payment of full Sale consideration under the Sale Deed, dated 09/02/2011 respectively, from its Previous Owner K C Kaverappa S/o Late Chengappa Represented by His G P A Holder M/s. ESVEEGEE Realty (Gujarat) Private Limited Represented by its Authorized Signatory Sri.Himanshu Gupta under One Sale Deed, registered as Document No MYN-1-20402-2010-11, CD No: MYND 264 in the Office of the Sub Registrar, Mysore North.

WHEREAS, the Vendor herein is the absolute owner and in possession and enjoyment of the SCHEDULE ‘B’ Property having purchased the same upon the payment of full Sale consideration to Sri.K C Kaverappa, son of Late Chengappa under the Sale Deed, dated 09/02/2011 represented by His G P A Signatory Holder Sri. Himanshu Gupta registered as Document No Document No MYN-1-20402-2010-11, CD No: MYND 264 in the Office of the Sub Registrar, Mysore North, Mysore.

WHEREAS, the Purchaser/s herein who are interested in purchasing the Schedule ‘B’ Property in the Said Layout have approached the Vendor for the purchase of the Schedule ‘B’ Property being the Site bearing 35, measuring East to West 18.01 Mtrs (59.08 Feet) and North to South 11.99 Mtrs (39.33 Feet), totally and measuring 215.85 Mtrs (2324 Square Feet), situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and the Vendor has agreed to sell the Site bearing No.35, i.e., Schedule ‘B’ Property in the Said Layout in favour of the Purchasers herein for a sum of Rs. 18,59,200/- (Rupees Eighteen Lakhs Fifty Nine Thousand Two Hundred only) on the following terms and conditions.

NOW THIS DEED WITNESSETH AS UNDER:

1. ABSOLUTE SALE :

That the Vendor assures the Purchasers that, he has absolute right to sell the Schedule ‘B’ Property bearing **Site No.35** to the Purchasers and the Vendor do hereby grants, transfers, assigns and conveys the Schedule ‘B’ Property to the Purchasers by ‘ABSOLUTE SALE’ together with all the things permanently attached thereto or standing thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever with to the Schedule ‘B’ Property.

1. CONSIDERATION :
2. That the total consideration for the sale of the Schedule ‘B’ Property is Rs. 18,59,200/- (Rupees Eighteen Lakhs Fifty Nine Thousand Two Hundred only)
3. That the Vendor acknowledges the receipt of the entire sale price of Rs. 18,59,200/- (Rupees Eighteen Lakhs Fifty Nine Thousand Two Hundred only) in full before undersigned witnesses in the below mentioned manner :
4. Rs.1,00,000/- (Rupees One Lakh Only) by the Way of Cheque bearing number 000136 dated 16-04-2022 drawn on Bank of Baroda, Mysuru Branch, Mysuru.
5. Rs.3,19,200/- (Rupees Three Lakhs Nineteen Thousand Two Hundred Only) by the Way of RTGS ref No. FDRLR52022062000828933 dated 23-06-2022.
6. Rs.14,40,000/- (Rupees Forty Lakhs Forty Thousand Only) by the Way of Cheque bearing number \_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on ICICI Bank Ltd., issued by ICICI HFC Ltd. Saraswathipuram, Mysore, which is the Loan amount availed by the Purchasers to this Sale transaction from ICICI HFC Ltd. Saraswathipuram, Mysore.

and the Vendor confirms the receipt of the entire sale consideration of Rs. 18,59,200/- (Rupees Eighteen Lakhs Fifty Nine Thousand Two Hundred only) from the Purchasers in full and final settlement with no future claims from the Purchasers.

1. **MARKETABLE TITLE:**

That the Vendor assures the Purchasers that, he has good, subsisting and marketable title in the Schedule ‘B’ Property and thereby has right to transfer the same and to give possession. Further, the Vendor assures to the Purchasers that, the Schedule ‘B’ Property is free from all encumbrances, lispendences, court attachments, notice of acquisitions, fraudulent transfer, minor claims, etc., That the Vendor is the absolute owner of the Schedule ‘B’ Property and that no one else have any right, title, interest, claim, demand or share therein.

1. **TITLE FOREVER :**

That the Vendor grants to the Purchaser ‘TO HAVE AND TO HOLD’ the Schedule ‘B’ Property for the use of the Purchaser absolutely and forever together with writings and other evidences of title. The Vendor has not entered into any Agreement/Arrangement for Sale or transfer of the Schedule ‘B’ Property with any third party/ies and that the Schedule ‘B’ property is a self acquired property of the Vendor. The Vendor hereby Confirms that he is the Sole Title Holder and does not have any claims from his Legal Heirs on this Scheduled property.

1. **OUTGOING:**

That the Vendor assures to the Purchasers 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 Purchasers 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 Purchasers. The Purchasers 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 ‘B’ Property to the Purchaser and hereinafter at all times, the Purchasers has full and absolute join owners thereby peaceably and quietly hold, possess and enjoy the Schedule ‘B’ Property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person claiming through or under him.

1. **INDEMNITY:**

That furthermore Vendor assures to indemnify and keep indemnified the Purchasers 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 Purchasers 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 ‘B’ 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 Purchasers.

**SCHEDULE ‘A’ PROPERTY**

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

**Item No. 1**

All that piece and parcel of **[Residentially converted order bearing number ALN (3) CR 129/2007-08]** Land bearing Survey No. 61, measuring 5 Acres 23 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

**East by : Survey No. 60/2 & 59**

**West by : Survey No. 206**

**North by : Survey No. 62**

**South by : Survey No. 57**

**Item No. 2**

All that piece and parcel of **[Residentially converted order bearing number ALN (3) CR 129/2007-08]** Land bearing Survey No. 58, measuring 6 Acres 29 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and bounded as follows:

**East by : Survey No. 19**

**West by : Survey No. 57**

**North by : Survey No. 59**

**South by : Survey No. 55/2 & 56**

**SCHEDULE ‘B’ PROPERTY**

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

**All that piece and parcel of Site bearing No.35, carved out of the Schedule ‘A’ Property measuring East to West 18.01 Mtrs (59.08 Feet) and North to South 11.99 Mtrs (39.33 Feet), together measuring 215.85 Sq.Mtrs (2324 Square Feet) and bounded on :**

**East By : : Site No:16**

**West By : Road**

**North By : Site No: 36**

**South By : Site No: 34**

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

**Witnesses :-**

**1)**

**SRI. ANIL KUMAR CHHIKARA**

**VENDOR**

**2)**

**SMT.VIJAYAKUMARI**

**PURCHASER**