### SALE DEED

THIS DEED OF SALE is made and executed on this 13th day of November Two Thousand and Twenty (13-11-2020) at Mysore, by and between ----

M/s. TANISUJAN INFRA PRIVATE LIMITED (PAN No. AADCT6102E), represented by its Managing Director Mr. S. SHIVAKUMARA SWAMY, aged about 51 years, S/o. Late. Shivappa, residing at No. 1134, Karuna Marga, Siddartha Nagar, Mysore-570 011 hereinafter referred to as the “VENDOR” represented by his SPA holder Sri. SUNIL KUMAR. B. M. (SPA registered in the office of the Sub-registrar Mysore West Mysore vide doc No. MYW-4-00021-2020-21 stored at CD No. MYWD468 dated on 15-06-2020) which term shall mean and include their legal heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest of the one part:

###### AND

SRI. VIJAYARAJ (PAN NO. AIHPR2366R, ADHAR NO. 9929 4978 4898) Aged about 43 years, S/o. Sri. Rajashekara, Residing at Vijayambika Nivasa Door No. 1, Block No.32, JSS Layout, 1st Stage, Near Dr.Rajkumar Road, BSNL Office, Mysore-570029, hereinafter referred to as the “PURCHASER” which expression shall unless repugnant to the context mean and includes his/her legal heirs, successors, assigns, executors, administrators, and representatives in interest of the OTHER PART:

THE TITLE TO THE SCHEDULE PROPERTY, IS AS FOLLOWS

Whereas the Vendor is the absolute owner and in possession of residential property bearing Site No. 19, measuring East to West : 12.20 Mtrs, North to South : (9.14+9.69)/2 Mtrs., carved out of residential converted land bearing Sy No. 118/1, extent of 3 Acres 07 Guntas situated at Talur Village, Jayapura Hobli, Mysore Taluk, hereinafter referred to as the Schedule Property.

Originally the land belongs to one Puttabasavaiah and others which was acquired by Puttabasavaiah, S/o. Veerabhadraiah by virtue of sale. The entries further show that the said land was subsequently transferred into the name of Basavaiah, S/o. Puttabasavaiah by way of transfer of rights through Registered Sale Deed dated 02-11-1950 the said land was purchased by one Sri. Siddappa.

That under a Registered Sale Deed dated 01-11-1950 one Sri Basavaiah and his minor daughters Basamma and Maramma have sold the land bearing Survey No.118 measuring 3 Acres for valuable consideration to Sri Siddappa vide document No. 3970 of Book I stored at Volume 1862 dated 02-11-1950 and put him in possession and enjoyment thereof. Thus, Sri Siddappa became the absolute owner in possession and enjoyment of the said land.

That the RTC pertaining to land bearing Survey No.118/1 measuring 3 Acres and 118/2 measuring 3 Acre 7 Guntas shows that the said lands altogether measuring 6 Acres 07 Guntas was standing in the name of Sri Siddappa.

That the Index of Lands shows that the land bearing Survey No.118 altogether measuring 6 Acres 07 Guntas was standing in the name of Sri Puttabasavaiah. The Khata of 3 Acres bearing Survey No.118/1 in a family partition, it was transferred into the name of Sri T.S.Siddappa vide MR No. 1/1974-75.

Whereas on 03-04-2012 the Gift deed was executed by Smt. Chandramma W/o. Late. Siddappa for the sy no. 118/1 measuring 3 Acres 07guntas registered at office of the Sub-registrar, Mysore North, Mysore vide document No. MYN-1-00240/2012-13 of Book I stored at C.D No. MYND 316. The khata/RTC stands in the name of the vendor vide MR.H.128/2011-12.

On 17-03-2013 the other legal heirs of late T.S. Siddappa @ Thammadi Siddappa i.e., Smt. Rajamma, Sri. T.S. Shivakumar, Smt. Lokamani and Smt. Gowramma have executed a Registered Release Deed and released their entire right, title and interest over the schedule land bearing Sy No.

118/1 measuring 3 Acres 07 guntas in favour of Sri. T.S. Chandrashekar vide document No. MYW-1-02347/2013-14 of Book I stored at CD No. MYWD 10 and put him in possession and enjoyment thereof. In the said manner Sri. T.S. Chandrashekar is in actual possession and enjoyment of the entire 3 Acres 07 guntas of land as its absolute owner.

On 17-08-2015 the Panchayath Development officer, Doora Village, Panchayath, Mysuru Taluk has issued a No objection Certificate in respect of the schedule property stating that it has no objection for Sri. T.S. Chandrashekar to use the said land bearing Sy No. 118/1 measuring 3 Acres 07 guntas for residential purpose.

On 27-08-2015 the Tahasildar, Mysuru Taluk, has issued an endorsement to Sri. T.S. Chandrashekar stating that no petitions have been registered under PTCL Act pertaining to land bearing Sy No. 118/1 of Talur Village, Mysuru Taluk.

On 28-08-2015 the Tahasildar, Mysore Taluk has issued on Endorsement stating that no applications have been received for occupancy rights (NTC) in respect of land bearing Sy No. 118/1 measuring 3 Acres 07 guntas of Talur Village, Jayapura Hobli, Mysore Taluk.

On 01-10-2015 the Tahasildar, Mysore Taluk has issued an Endorsement to Sri. T.S. Chandrashekar stating that in view of the gift of the said land to him, its khata is registered in his name and no petitions have been registered under section 79(A) and (B) of Karnataka Land Reforms Act.

That the Assistant Director, Town and Country planning department has on 25-10-2016 by their letter to Deputy Commissioner, Mysore District stating that they have permitted to use the said land bearing Sy No. 118/1 measuring 3 Acres 07 guntas for residential purpose. On 09-03-2018 the Deputy Commissioner, Mysore district has issued an endorsement letter to Sri. T.S. Chandrashekar to pay the sum of Rs. 1,03,830/- towards the cost of conversion fee, phodi fee etc.,

As per the directions of the Deputy Commissioner Sri. T.S. Chandrashekar remitted a sum of Rs. 1,03,775/- to the concerned authorities on 12-03-2018. On the basis of the above said facts the Deputy Commission, Mysore District by his order No. MYSD/ALN3/VAJA/110/2017(4127) dated 26-03-2018 permitted the vendor Sri. T.S. Chandrashekar to use the said land bearing Sy No. 118/1 measuring 3 Acres 07 guntas from agricultural purpose to non agricultural residential purposes.

Whereas the said alienated property was purchased by the vendor from Sri. T.S. Chandrashekar and others on 22-08-2019 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-05259/2019-20 of Book I stored at C.D No. MYWD 280 dated 23-08-2019. Due to some error the Rectification Deed was executed by Sri. T.S. Chandrashekar and others in favour of the vendor on 26-08-2019 and the Rectification Deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-05335/2019-20 of Book I stored at CD No. MYWD 281.

The vendor obtained the layout plan approved by the Joint Director of Town and Country Planning, Mysore Taluk and District on 27-09-2019 vide No. £ÀUÁæAiÉÆÃ¸À¤ªÉÄÊ/£À.AiÉÆÃ(2)/«.£À.C/76/2019-20. The vendor formed and developed the residential layout as per the approved plan. The Schedule **site bearing No. 19** is one such site and registered the khata in favour of the vendor at Administrative limits of **Doora Grama Panchayath** and obtained Form No. 9 and 11A from **Doora Grama Panchayath** and the vendor paid upto date tax to the concerned authorities. Now the vendor is in the actual physical possession of the property. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the sale deed, the Vendor is 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 Vendor has purchased the schedule property out of his 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 Vendor is in need of funds in order to meet some of their legal necessities and has therefore decided to sell the schedule undeveloped converted property to the purchaser for a valuable sale consideration of Rs.6,00,000/- (Rupees Six Lakh Only) for which, the purchaser 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. 6,00,000/- (Rupees Six Lakh Only) the purchaser paid to the vendor in the following manner:-

1. A sum of Rs. 1,00,000/- (Rupees One Lakh Only) to the Vendor by way of Cheque No. 669321 dated 12-12-2019 drawn on State Bank of India, Mysore as an advance,
2. A sum of Rs. 5,00,000/- (Rupees Five Lakh Only) to the Vendor by way of Cheque No. 669328 dated 13-11-2020 drawn on State Bank of India, Mysore at the time of registration of this Sale Deed before witness.

In the above said manner the Vendor received the entire sale consideration of Rs.6,00,000/- (Rupees Six Lakh Only) from the purchaser, thus the vendor acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the vendor hereby grant, transfer, convey, assign and set over the vacant possession of the schedule property unto and to the use of the purchaser 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 vendor 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 vendor or anyone claiming under or through his. The PURCHASER 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 vendor hereby assures the purchaser that he has not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the vendor on the schedule property or any part thereof shall or can be impeached. The vendor further assures the purchaser that he has full and unrestricted right in and over the schedule property hereby conveyed.

The vendor hereby further assure the purchaser 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 vendor shall clear the same at his own costs and risks. In case the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchaser against the same.

The vendor do hereby covenants with the purchaser that he shall keep the purchaser indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, arrears of taxes and claims of whatsoever nature and the vendor shall also at all reasonable time hereinafter keep the purchaser indemnified against all proceedings costs, claims and expenses in respect of any defect in the title of the vendor 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 vendor further covenants with the purchaser 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 purchaser.

The purchaser is 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 purchaser has also entitled to get the revenue khata and all other documents transferred to his name in respect of the schedule property, for which, the vendor has ‘No objection’.

The vendor has handed over all the relevant original documents and vacant physical possession of the schedule property to the purchaser, today itself.

The Purchaser has paid the Stamp Duty as per the Market value of the Schedule Property.

## SCHEDULE OF THE PROPERTY

All that piece and parcel of the Property bearing Site No. 19 measuring East to West : 12.20 Mtrs, North to South : (9.14+9.69)/2 Mtrs., carved out of residential converted land bearing Sy No. 118/1, extent of 3 Acres 07 Guntas situated at Talur Village, Doora Grama Panchayath, Jayapura Hobli, Mysore Taluk and bounded as follows:-

East by : 9.00 Mtr Road,

West by : Site No.30,

North by : Site No.20,

South by : Approved layout of

Sy.No.114,

As per the Doora Grama Panchayath

Form No. 9 & 11A records:-

The Property No. 467/19

Unique No. 152200421124023319

Resolution No. & date : 7/6-10/12/2019

Measuring East to West : 12.20 Mtrs, North to South : (9.14+9.69)/2 Mtrs in all measuring 114.86 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 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)**

**VENDOR**

**2)**

**Purchaser**

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