**ABSOLUTE SALE DEED**

This **INDENTURE OF ABSOLUTE SALE DEED** is made and executed on this the 30th day of November Two Thousand Twenty (30/11/2020) at Mysuru, by;

**MPLEX NETWORKS PRIVATE LIMITED**

(Formerly M/s. Aerolex Marketing Private Limited)

A Company Incorporated under the Companies Act, 1956

Having its Office at No. 109,

K.H.Road, Bangalore – 560027.

**PAN No. AAFCA3629K**

Represented by its Director

**Mr. PRATAAP.S WADHWA**

Represented by its SPA Holder

**Sri. K. NAGENDRA.**

S/o.Sri.N.L.Krishnamurthy

Aged about 45 years

Residing at No.82, 2nd Cross,

Chikkanna Garden, Shankarapuram

Chikkapet, Bangalore-560004.

SPA registered at the office of Sub-Registrar Mysore West Mysore vide Document No.MYW-4-00193/2018-19 stored at CD No. MYWD119 of Book 4 dated 21-01-2019 and the rectification of SPA got registered on dated 07-03-2019 document vide no.MYW-4-00224-2018-19 stored in CD No.MYWD154.

Hereinafter called the **“VENDOR”** (which expression wherever it so requires shall mean and include all its legal representatives, administrators, executors, successors – in – interest and assigns etc.,) of the ONE PART.

And

**Sri. SOBHIT KEDIA (Proprietor MEHEK INFRA),** S/o. Pavan Kumar Kedia, aged 37 years, resident of No. 1901, 5th Main, 5th Cross, Hebbal 2nd Stage, Mysore (PAN No. AJYPK6184G) hereinafter referred to as the Agreement Holder/Confirming Party) (Agreement duly registered at office of the Sub-registrar, Mysore West, Mysore on 21-01-2019 vide document No. MYW-1-**10868**/2018-19 of Book I stored at C.D No. MYWD 119) of the Second Part.

**IN FAVOUR OF**

**SRI. S. AJAY**

S/o. Late. M. V. Sudarshana Charya,

Aged about 32 years,

Residing at No 927,

4th Cross, 9th Main,

T.K.Layout,

Mysore-570 009,

**(PAN: ARGPA5712J)**

Hereinafter called the **“PURCHASER”** (which expression wherever it so requires shall mean and include his heirs, assigns and legal representatives etc.,) of the OTHER PART.

Whereas, Mplex Networks Private Limited (formerly M/s. Aerolex Marketing Private Limited), the Vendor herein is the absolute owner in possession of the property bearing **Site No. 42**, formed in the alienated lands for Residential purpose bearing Sy. No. 5/1, measuring 2 acres 16 guntas and Sy No. 5/2, measuring 2 acres 27 guntas, in total measuring 5 acres 03 guntas, situated at **Madagalli Village**, YelwalaHobli, Mysore Taluk and District, which is morefully described in the Schedule hereunder and referred to as **‘Schedule Property’** herein afterwards.

Whereas, Smt. V.Shantha W/o Sri B.S.Krishnamade Gowda purchased the land bearing Sy No. 5/1, measuring 2 acres 16 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District through a Registered Sale Deed dated

21/11/1990 executed by Smt. Karagamma W/o Late Mayigowda and her son Sri Nagaraju, registered on 22/11/1990 as document No. 2247 at pages 102-105, Vol. 866 of book 1, before the Sub-Registrar, Mysore-North, Mysore. After purchase, the Katha of the land bearing Sy No. 5/1, measuring 2 acres 16 guntas was mutated in the name of Smt. V.Shantha through Mutation Proceedings bearing M.R No. 8/1990-91.

On the representation and upon payment of the prescribed fees towards conversion, the Office of the Assistant Commissioner, Mysore Sub-Division, Mysore has issued the Official Memorandum / Alienation Order dated 08/07/1993 bearing No. ALN 14/1993-94, thereby permitting to use the land bearing Sy No. 5/1, measuring 2 acres 16 guntas for the purpose of construction of Residential house, Dairy Farm and Watchmen Shed. Further, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum / Alienation Order dated 08/01/1999 bearing No. ALN 82/1998 99, thereby permitting to use the land bearing Sy No. 5/1, measuring 2 acres 16 guntas solely for Residential purpose.

Whereas, Smt. V.Shantha W/o Sri B.S.Krishnamade Gowda purchased the land bearing Re- Sy No. 5/2, measuring 2 acres 27 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District through a Registered Sale Deed dated 06/12/1990 executed by Smt. Madamma W/o Late Puttaswamynaika, registered as document No. 2441 at pages 51-53, Vol. 869 of book 1, before the Sub-Registrar, Mysore-North, Mysore. After purchase, the Katha of the land bearing Sy No. 5/2, measuring 2 acres 27 guntas was mutated in the name of Smt. V.Shantha through Mutation Proceedings bearing M.R No. 10/1990-91.

On the representation and upon payment of the prescribed fees towards conversion, the Office of the Assistant Commissioner, Mysore Sub-Division, Mysore has issued the Official Memorandum/Alienation Order dated 29/06/1993 bearing No. ALN 13/1993-94, thereby permitting to use the land bearing Sy No. 5/2, measuring 2 acres 27 guntas for the purpose of construction of Residential house, Dairy Farm and Watchmen Shed. Further, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum / Alienation Order dated 02/02/1999 bearing No. ALN 84/1998-99, thereby permitting to use the land bearing Sy No. 5/2, measuring 2 acres 27 guntas solely for Residential purpose.

Whereas, the above said Smt. Shantha.V died intestate on 04/04/2003 leaving behind her husband Sri B.S.Krishnamade Gowda and Three children by name Sri K.Lokesh, Sri K.Santhosh and Sri Dinesh as her legal heirs.

Whereas, Sri B.S.Krishnamade Gowda, husband of Late V.Shantha, Sri K.Lokesh and Sri K.Santhosh, both sons of Late V.Shantha have jointly executed a Registered General Power of Attorney dated 18/02/2005 in favour of Sri Dinesh S/o Late V.Shantha, registered as document No. MYN-4-00489-2004-05 in C.D No. MYND-36 of book 4, before the Sub-Registrar, Mysore-North, Mysore, with the powers enunciated therein along with the sale powers with respect to the alienated land for Residential purpose bearing Sy No. 5/1, measuring 2 acres 16 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District.

Whereas, Sri B.S.Krishnamade Gowda, husband of Late V.Shantha, Sri K.Lokesh and Sri K.Santhosh, both sons of Late V.Shantha have jointly executed a Registered General Power of Attorney dated 18/02/2005 in favour of Sri Dinesh S/o Late V.Shantha, registered as document No. MYN-4-00488-2004-05 in C.D No. MYND-36 of book 4, before the Sub-Registrar, Mysore-North, Mysore, with the powers enunciated therein along with the sale powers with respect to the alienated land for Residential purpose bearing Sy No. 5/2,

measuring 2 acres 27 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District.

Whereas, Sri Dinesh S/o Late V.Shantha, for himself and on behalf of Sri B.S.Krishnamade Gowda, Sri K.Lokesh and Sri K.Santhosh, as their GPA holder have entered into a Registered Development Agreement dated 18/02/2005 with M/s. Trinity Infrastructure and Properties, represented by its Partner Sri M.Srikanth, registered as document No. MYN-1-14898-2004-05 in C.D No. MYND-36 of book 1, before the Sub-Registrar, Mysore-North, Mysore with respect to the development of the alienated lands for Residential purpose bearing Sy No. 5/1, measuring 2 acres 16 guntas and Sy No. 5/2, measuring 2 acres 27 guntas, in total measuring 5 acres 03 guntas into a Residential layout and further, the said Registered Development Agreement was cancelled through a Registered Cancellation Deed dated 07/04/2006 entered into by and between Sri Dinesh S/o Late V.Shantha, for himself and on behalf of Sri B.S.Krishnamade Gowda, Sri K.Lokesh and Sri K.Santhosh, as their GPA holder with M/s. Trinity Infrastructure and Properties, represented by its Partner Sri M.Srikanth, registered as document No. MYN-1-14898-2004-05 in C.D No.MYND-36 of book 1, before the Sub-Registrar, Mysore-North, Mysore.

Whereas, Sri B.S.Krishnamade Gowda, Sri K.Dinesh, for himself and on behalf of Sri K.Santhosh, as his GPA holder, Sri K.Lokesh as “Sellers” along with M/s. Trinity Infrastructure & Properties, represented by its Partner Sri M.Srikanth, as “Confirming Party” have executed a Registered Agreement to Sell dated 24/11/2005 in favour of M/s. AerolexCablenet, represented by its Partner Sri Shivkumar.TWadhwa, registered on 25/11/2005 as document No. MYN-1-13925-2005-06 in C.D No. MYND-65 of book 1, before the Sub-Registrar, Mysore-North, Mysore, thereby expression their intention to sell the alienated lands bearing Sy No. 5/1, measuring 2 acres 16 guntas and Sy No. 5/2, measuring 2 acres 27 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District.

Whereas, Aerolex Marketing Private Limited is a Company Incorporated under the Companies Act, 1956 and registered before the Deputy Registrar of Companies, Karnataka, Bangalore vide CIN: U64204KA2005PTC037054 on 25/08/2005.

Whereas, Sri B.S.Krishnamade Gowda, Sri K.Dinesh, Sri K.Lokesh and Sri K.Santhosh as “Sellers” along with M/s. Trinity Infrastructure & Properties, represented by its Partner Sri M.Srikanth, as “First Confirming Party”, M/s AerolexCablenet, represented by its Partner Sri Shivkumar.TWadhwa, as “Second Confirming Party” have executed a Registered Sale Deed dated 07/04/2006 in favour of M/s. Aerolex Marketing Private Limited, represented by its Director Sri Prataap.SWadhwa and the same is registered as document No. MYN-1-00609-2006-07 in C.D No. MYND-84 of book 1, before the Sub-Registrar, Mysore-North, Mysore, thereby conveying the alienated lands for Residential purpose bearing Sy No. 5/1, measuring 2 acres 16 guntas and Sy No. 5/2, measuring 2 acres 27 guntas, in total measuring 5 acres 03 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District.

Whereas, Smt. Karagamma @ Ningamma W/o Late Mayigowda and others along with their family members have jointly executed a Registered Confirmation Deed dated 06/08/2015 in favour of M/s. Aerolex Marketing Private Limited, represented by its Director Sri Prataap.SWadhwa, registered as document No. MYW-1-03993-2015-16 in C.D No. MYWD-51 of book 1, before the Sub-Registrar, Mysore-West, Mysore, thereby confirming the sale and possession of the property through the Registered Sale Deed dated 07/04/2006 bearing document No. 609 in favour of M/s. Aerolex Marketing Private Limited, represented by its Director Sri Prataap. S Wadhwa.

Whereas, M/s. Aerolex Marketing Private Limited has been changed as Mplex Networks Private Limited on 28/10/2010 and in this regard the Registrar of Companies, Karnataka has issued the Fresh Certificate of Incorporation Consequent upon Change of name.

Whereas, Mplex Networks Private Limited has executed a Registered Relinquishment Deed dated 04/04/2017in favour of Governor, Government of Karnataka, represented by Commissioner, MUDA, Mysore and the same is registered on 05/04/2017 as Document No. MDA-1-00007-2017-18 in C.D. No. MDAD-57 of book 1, before the Additional District Registrar, MUDA, Mysore, thereby relinquishing their right over the public utility spaces such as Roads, Parks, C.A sites etc. Further, the MUDA, Mysore has issued the Approved Residential Layout Plan dated 15/04/2017 in the name of Mplex Networks Private Limited with respect to the alienated lands for Residential purpose bearing Sy No. 5/1, measuring 2 acres 16 guntas and Sy No. 5/2, measuring 2 acres 27 guntas, in total measuring 5 acres 03 guntas of Madagalli Village, YelwalaHobli, Mysore Taluk and District. Thereafter, the MUDA, Mysore has issued the Release of Sites dated 07/07/2018 along with the Correct Dimension Report in favour of Mplex Networks Private Limited, thereby releasing 40% of the sites formed in the layout, 23 sites out of the total 56 sites have been released and the **Site No.42**, the Schedule Property is also released. The Layout is formed as per the Approved Layout Plan issued by MUDA, Mysore and is named as “SHIV LAYOUT”.

The MUDA, Mysore has issued the Site Katha vide No. **ªÉÄÊ.£À.¥Áæ/SÁvÁ- 33593/20-21** dated **14-08-2020** and the Vendor herein and Up-to-date Tax has been paid to MUDA, Mysore. The Vendor referred above has the unfettered right and absolute title over the Schedule Property and the Vendor is entitled to deal with the Schedule Property in any manner as desired.

The Vendor for convenience and for better prospects has expressed the desire to sell the Schedule Property in favor of the Purchaser for a total sale consideration of **Rs.29,00,000/- (Rupees Twenty Nine Lakh Only)** for which the Purchaser has agreed to purchase the same.

**NOW THIS SALE DEED WITNESSETH AS FOLLOWS;**

**1. ABSOLUTE SALE:**

The Vendor assure the Purchaser that he has the absolute right to sell the Schedule Property to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the Schedule Property by “ABSOLUTE SALE”.

**2. CONSIDERATION:**

The total consideration for sale of the Schedule Property **Rs.29,00,000/- (Rupees Twenty Nine Lakh Only)**

1. A sum of **Rs. 2,00,000/- (Rupees Two Lakh Only)**, from the Purchaser by Way of Cheque No. **000316** Dated **28-08-2020,** drawn on **ICICI Bank,** Kalidasa Road Branch, V.V.Mohalla, Mysore**,**
2. A sum of **Rs.4,00,000/- (Rupees Four Lakh Only)** from the Purchaser by Way of Cheque No. **000331** Dated **30-09-2020,** drawn on **ICICI Bank,** Kalidasa Road Branch, V.V.Mohalla, Mysore**,**
3. The purchaser availed a Loan Facility from HDFC Ltd for **Rs. 23,00,000/-(Twenty Three Lakh)** received by way of D.D.No. **113132** dated **19-11-2020** drawn on HDFC Bank in favour of the Vendor towards full and Final Settlement of the total amount of Consideration for the sale of Schedule Property. That in consideration of payment of the entire sale consideration of **Rs.29,00,000/- (Rupees Twenty Nine Lakh Only)** has been received by the Vendor from the Purchaser before the Witnesses.

**3. MARKETABLE TITLE:**

That the Vendor assures the Purchaser that he has got good and marketable title over the Schedule Property and thereby have the right to transfer the same and to give possession. Further, the Vendor assures the Purchaser that the Schedule Property is free from all encumbrances, lispendense, Court attachments, fraudulent transfer, minor claims etc.

**4. TITLE FOR EVER:**

That the Vendor grant 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.

**5. OUTGOINGS:**

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

**6. DELIVERY OF DOCUMENTS:**

That the Vendor has this day delivered all the original Title Documents i.e., Site Katha and Tax Certificate and Up-to-date Tax paid receipt with respect to the Schedule Property and the Photocopies of the documents of the entire Layout to the Purchaser and the Purchaser hereby acknowledges the receipt of the same.

**7. VACANT POSSESSION:**

That the Vendor has this day delivered the actual physical, peaceful and vacant possession of the Schedule Property to the Purchaser and hereinafter at all times the Purchaser is the full and absolute owner thereof to peaceably and quietly hold, possess and enjoy the Schedule Property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person/s claiming through or under the Vendor.

**8. INDEMNITY:**

That the Vendor assure to indemnify the Purchaser against any future losses, damages, costs, charges and expenses etc., if any suffered by any defect in the title of the Vendor.

**9. 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 further and more perfectly conveying and assuring the Schedule Property in the manner aforesaid according to the true intent and meaning of this Deed.

**10. KATHA TRANSFER:**

That the Vendor has no objection for the Katha and other revenue records in respect of the Schedule Property being transferred and registered in the name of the Purchaser in the records of the competent Authorities.

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

That the Stamp Duty and Registration Charges for the registration of this SALE DEED are borne by the Purchaser and the Purchaser has paid the Stamp Duty as per the Market value of the Schedule Property.

**SCHEDULE OF PROPERTY**

All that piece and parcel of the property bearing **Site No. 42,** formed in the alienated lands for Residential purpose bearing Sy. No. 5/1, measuring 2 acres 16 guntas and Sy No. 5/2, measuring 2 acres 27 guntas, in total measuring 5 acres 03 guntas, situated at **Madagalli Village**, Yelwala Hobli, Mysore Taluk and District, measuring **East to West : 9.00 Meters and North to South : 16.35 Meters, in total measuring 147.15 Square Meters**, bounded on;

East by : Sy. No. 41,

West by : Site No.43 & 44,

North by : 18.00 Mtrs Road,

South by : Site No. 04.

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**, both the parties have affixed their hands to this SALE DEED, having understood the contents of the same in full on the date, month and year aforementioned.

**WITNESSES :**

**1.**

**VENDOR**

**2.**

**CONFIRMING PARTY**

**PURCHASER**