ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this Nineteenth day of October, Two Thousand and Twenty (19/10/2020) by ---

SANRIA HOMES PVT LTD., (PAN No. AAPCS1829M), having its registered office at No. 37, Classic Orchards, B.G. Road, Bangalore-560076, represented by authorized Director Smt. SHASHIKALA.N, hereinafter referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits their legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

M/s MAHADESHWARA GRANITES A sole proprietorship concern having their office at No.46, Vijayanagar, 3rd Stage, B Block, Mysore city represented by its sole proprietor SMT.RASHMI.H.D D/o Devaraju.M.N. hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits her heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the Vendor is the absolute owner and in possession of alienated land bearing Sy No. 157 measuring an extent of 1 Acre 06 guntas, Sy No. 158 measuring an extent of 1 Acre 28 guntas, Sy No. 159/3 measuring an extent of 1 Acre 24 guntas, Sy No. 159/2 measuring an extent of 0-16 guntas, Sy No. 169/2 measuring an extent of 0-29.08 guntas and Sy No. 169/3 measuring an extent of 0-19.08 guntas in all measuring 6 Acres 03 guntas situated at Melur Village, Haradanahalli Hobli, Chamarajanagar Taluk and Chamarajanagar District, duly alienated for non-agricultural Industrial (Black stone mining) purpose by the Deputy Commissioner, Chamarajanagara District vide order No. ALN.CR/130/09-10 dated 29-04-2010, morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas previously the said property was acquired by Sri. K.R. Mani S/o. Ramaswamy by virtue of sale deed vide document No. 1617/05 dated 30-11-2005 and document No. 2297/07-08 dated 30-01-2008 registered at office of the Sub-registrar Chamarajanagar and the revenue khata of the said property was transferred in favour of Sri. K.R. Mani at the revenue authorities of Chamarajanagar Taluk.

And the said agricultural property was alienated for non agricultural Industrial (Black stone mining) purpose as per the application submitted by Sri. K.R. Mani. On that basis Tahshildar of Chamarajanagara has given their report vide letter No. ALN: CR:70/09-10 dated 22-02-2010. Based on this report, the single window screening committee given direction to pay Rs. 1,32,240/- as Alienation charges and Rs.55/- as podi fee as per the directions, the applicant has remitted the above sum through Challan No. 00062 dated 16-04-2010. Based on the above grounds, the Deputy Commissioner of Chamarajanagara District, issued the alienation Order No. ALN.C.R.130/09-10 dated 29-04-2010.

And whereas the said alienated property was purchased by the vendor from Sri. K.R. Mani on 17-08-2011 and the sale deed registered in office of the Sub-registrar, Chamarajanagara as document No. CRJ-1-02365/2011-12 of Book I stored at CD No. CRJD 61 and the vendor obtained Form -9 & 11A from the office of the Arakalavadi Grama Panchayath on 08-09-2020 vide Unique No. 150800100300120231, property No. 1101 and the vendor paid upto date property tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession of the property and the said property was purchased by the said firm and 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 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 property to the purchaser for a valuable sale consideration of Rs. 65,00,000/- (Rupees Sixty Five 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

A sum of Rs. 48,750/- remitted by the purchaser on behalf of the vendor as T.D.S amount to Income Tax department vide challan No. 00485 dated AH3106902 and also received acknowledgement of 26QB from the concerned authorities.

The sale consideration of Rs. 65,00,000/- (Rupees Sixty Five Lakh only) received by the vendor from the purchaser in the following manner :

1. A sum of Rs. 20,00,000/- (Rs.Twenty Lakhs only) by way of Cheque No 032058, Dated :19-10-2020
2. A sum of Rs. 24,51,250/- (Rs.Twenty Four Lakhs Fifty One Thousand Two Hundred and Fifty only) by way of Cheque No. 032061,Dated : 05-12-2020
3. A sum of Rs. 20,00,000/- (Rs.Twenty Lakhs only) by way of Cheque No. 032060,Dated : 25-01-2021

All Cheques are issued through State Bank of India, Kuvempunagar Branch, Mysore.

In the said manner the entire sale consideration of Rs.65,00,000/- (Rupees Sixty Five Lakh only) made by the purchaser to the vendor as stated above, 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. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by herself, her legal heirs, representatives, successors and assigns absolutely and forever.

The vendor hereby assures the purchaser that they have 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 they have 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 their own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchase against the same.

The vendor do hereby covenants with the purchaser that they 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 they 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 her 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.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of undeveloped Industrial alienated (Black stone mining) land bearing Sy No. 157 measuring an extent of 1 Acre 06 guntas, Sy No. 158 measuring an extent of 1 Acre 28 guntas, Sy No. 159/3 measuring an extent of 1 Acre 24 guntas, Sy No. 159/2 measuring an extent of 0-16 guntas, Sy No. 169/2 measuring an extent of 0-29.08 guntas and Sy No. 169/3 measuring an extent of 0-19.08 guntas in all measuring 6 Acres 03 guntas **(20416.55 Sq.Mtrs)** situated at Melur Village, Haradanahalli Hobli, Chamarajanagar Taluk and Chamarajanagar District, within the administrative jurisdiction of Arakalavadi Grama Panchayath, **vide Unique No. 150800100300120231, property No. 1101** and bounded by:-

East by - Halla and Land bearing Sy No. 169/1

West by - Halla

North by - Road

South by - Land bearing No. 156/1, 159/1 and 162/1

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, the Vendor has executed this deed of absolute sale in favour of the purchasers on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDOR

2.

PURCHASER

DRAFTED BY:-

K. R. UDAYA KUMAR

###### Document Writer

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