

.....ನೇ ಪ್ರಸ್ತಾವಿಸುತ್ತಿರುವುದು 5162
ದಾಖಲೆಯಾಗಿ.....ನೇ ಪ್ರಾಪ್ತ

ಕರ್ನಾಟಕ ಪ್ರಾಂತೀಯ ವರ್ಚನಾ ಕೋರ್ಟು
ಕರ್ನಾಟಕ ಪ್ರಾಂತೀಯ ವರ್ಚನಾ ಕೋರ್ಟು

DEED OF ABSOLUTE SALE

This Sale Deed ("Sale Deed") is made and executed on this the 05th day of August, Two Thousand Twenty-Three (05.08.2023) at Bengaluru:

BY:

MATHESON BOSANQUET ENTERPRISES PRIVATE LIMITED, (earlier known as Parkside Explosives and Industries Limited) a company incorporated under the Companies Act, 1956, (PAN No. AABCM9747J) bearing CIN No. U30003KA1951PTC024092 and having its registered office at Sua House No.26/1, Kasturba Cross Road, Bangalore - 560001, acting through its Authorized Signatory Mr.S.R Kalyanam (DL No. TN01 19879000389) authorized vide resolution passed in the meeting of the Board of Directors held on 27th April 2023.

(hereinafter referred to as the "VENDOR" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in interest and assigns) of the One Part;

IN FAVOUR OF:

SHIRASA CONSTRUCTION PRIVATE LIMITED, a company incorporated under the Companies Act, 2013, (PAN No. ABICS4266L) bearing CIN No. U45201KA2022PTC160810 and having its registered office at 4th Floor, Salarpuria Windsor, Ulsoor Road, Bangalore - 560 042, acting through its Authorized Signatory Mr. Vivek Hangal, (Aadhar No. 240872152028) authorized vide resolution passed in the meeting of the Board of Directors held on 31.07.2023.

(hereinafter referred to as the "PURCHASER" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors in interest and assigns) of the Other Part.

The Vendor and Purchaser are individually referred to as 'Party' and collectively as 'Parties' where the context so requires.

WITNESSETH AS FOLLOWS:

The Vendor represent, declare, confirm, affirm and assure to the Purchaser as under:

- A. WHEREAS all that piece and parcel of agricultural lands bearing (a) Survey No.89 (earlier portion of old Survey No. 36, which has been recorded as Survey No. 36 Block 6) measuring about 4 Acres along with 1 Gunta of kharab in all measuring about 4 Acres 1 Gunta (b) Survey No.90 (earlier portion of old Survey No. 36, which has been recorded as Survey No. 36 Block 7) measuring about 4 Acres along with 1 Gunta of kharab in all measuring about 4 Acres 1

For Matheson Bosanquet Enterprises Pvt. Ltd.

S.R.Kalyanam
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

ಎ...ನೇ ಪ್ರಸ್ತುತದಿನ 5162 2023-24ನೇ
ದಾಖಲೆಯೇಡು...ಇ...ನೇ ಪ್ರಬೃ



ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದುಯ ಕಲಂ 10 ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

SHIRASA CONSTRUCTION PRIVATE LIMITED rep by its Authorized Signatory Mr. Vivek Hangal is
Rep. by Mr .Vivek Hangal ಇವರು ₹1,27,46,400.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ
ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

ಪ್ರಕಾರ	ಮೌತ್ರ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
E-Payment	1,12,80,000.00	Online Challan Reference Number RG0823000001941738DK Dated:05/08/2023
E-Payment	3,38,400.00	Online Challan Reference Number RG0823000001941738DK Dated:05/08/2023
E-Payment	11,28,000.00	Online Challan Reference Number RG0823000001941738DK Dated:05/08/2023
Total:	1,27,46,400.00	

ಸೂಳ :ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ: 07/08/2023



ಉವುವು ನೋಂದಣಿ ಮತ್ತು ಯಾಕ್ತ ಅಧಿಕಾರಿ
ಉಪನಿಯ ಉಪನೋಂದಣಿಯಲ್ಲಿ
ದೇವನಹಳ್ಳಿ

5162
1...ನೇ ಪ್ರಸ್ತುತಿ...../2023-24ನೇ
8...ಎ ಪ್ರಸ್ತುತಿ
ದಾಖಲೆಯಾಗಿ

Gunta and (c) Survey No.91 (earlier portion of old Survey No. 36, which has been recorded as Survey No. 36 Block 8) measuring in all about 4 Acres with no kharab, all situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District, together measuring in all about 12 Acres along with 2 Guntas of kharab, was earlier a part of larger piece of gomala land bearing Survey No.36 of Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District, is hereinafter referred to as "Survey No.36".

- B. WHEREAS one A.N.Ramabasappa son of late Nanjundappa was granted three portions of Survey No.36 i.e., (i) Block No.6 (ii) Block No.7 and (iii) Block No.8, measuring 4 Acres each by way of Saguvali Chit dated 08.04.1952; and whereas the sketch prepared by the Tahsildar at the time of grant, discloses the location of the portions granted to A.N.Ramabasappa son of late Nanjundappa.
- C. WHEREAS on a survey being conducted by the survey department A.N.Ramabasappa son of late Nanjundappa was found to be in possession of Block No.6 measuring about 4 Acres, Block No.7 measuring about 4 Acres and Block 8 measuring about 4 Acres; and on such resurvey and phoddi, (i) Block No.6 measuring about 4 Acres along with 1 Gunta of kharab was assigned with new Survey No.89 ("Survey No.89"), (ii) Block No.7 measuring about 4 Acres along with 1 Gunta kharab was assigned with new Survey No.90 ("Survey No.90"), and (iii) Block No.8 measuring about 4 Acres with no kharab was assigned with new Survey No.91 ("Survey No.91") all situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District.
- D. WHEREAS pursuant thereto, A.N.Ramabasappa son of late Nanjundappa conveyed Survey Nos.89, 90 and 91 under a Deed of Sale dated 25.12.1978 (registered as Document No. 1791/1978-79 in Book I, Volume No.1232, at Pages 100 and 101 in the office of the Sub-Registrar Devanahalli) to K.M.Chinnappa son of Muniyappa; and on an application being made for the transfer of khata, K.M.Chinnappa son of Muniyappa was registered as khatedar of the said lands in the revenue records vide Mutation Register Extract bearing M.R.No. 12/1978-79.
- E. WHEREAS K.M.Chinnappa son of Muniyappa made an application and obtained conversion of all that agricultural lands bearing Survey No.89, Survey No.90 and Survey No.91 along with other survey numbers from agricultural to non-agricultural industrial use vide Official Memorandum dated 04.11.1992 bearing No.ALN.SR. 50/1992-93.
- F. WHEREAS K.M.Chinnappa son of Muniyappa by way of various separate sale deeds sold the converted lands being western portion of Survey No.89, Survey

For Matheson Bosanquet Enterprises Pvt. Ltd.

Q.R. Talyanaw
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- DNH-1-05162-2023-24

ದೇವನಹಳ್ಳಿ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 07/08/2023 ರಂದು 01:25:48 ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ
ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	₹ ರೂ.ಪೈಸ್
1	ನೋಂದಣಿ ಶುಲ್ಕ	22,56,000.00
2	ಸೇವಾ ಶುಲ್ಕ	805.00
3	ಪ್ರಮಾಣ ಪತ್ರ ಮುದ್ರಾಂಕ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು	22,56,845.00

SHIRASA CONSTRUCTION PRIVATE LIMITED rep by its Authorized Signatory Mr. Vivek Hangal is
Rep. by Mr .Vivek Hangal ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಬ್ಬಿನ ಗುರುತು	ಸಹಿ
1	SHIRASA CONSTRUCTION PRIVATE LIMITED rep by its Authorized Signatory Mr. Vivek Hangal is Rep. by Mr .Vivek Hangal , 44, Resident of: 4th Floor, , Salarpuria Windsor, Ulsoor Road, Bangalore – 560 042, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560042 (Presenter)		 Left Thumb	

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ
ದೇವನಹಳ್ಳಿ

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಷ್ಟಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹಬ್ಬಿನ ಗುರುತು	ಸಹಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1...ನೇ ಪ್ರಸ್ತಾವದ 5162/2023-24ನೇ
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No.90 and Survey No.91, in favour of Parkside Explosives and Industries Limited in the manner detailed herein below:-

- i). Sold the western portion of Survey No.89 measuring about 2 Acres 1 Gunta dated 15.01.1993 (registered as Document No. 1636/1992-93 in Book I, Volume No. 1466 at Pages 144 to 151 in the office of the Sub-Registrar, Devanahalli).
 - ii). Sold Survey No.90 measuring about 4 Acres, comprising of 2 Acres each under two separate Sale Deeds both dated 15.01.1993 (registered as Document No. 1634/1992-93 in Book I, Volume No. 1466 at Pages 128 to 135 in the office of the Sub-Registrar, Devanahalli) and (registered as Document No. 1635/1992-93 in Book I, Volume No. 1466 at Pages 136 to 143 in the office of the Sub-Registrar, Devanahalli).
 - iii). Sold Survey No.91 measuring about 4 Acres, comprising of 2 Acres each under two separate Sale Deeds both dated 15.01.1993 (registered as Document No. 1632/1992-93 in Book I, Volume No. 1466 at Pages 112 to 119 in the office of the Sub-Registrar, Devanahalli) and (registered as Document No. 1633/1992-93 in Book I, Volume No. 1466 at Pages 120 to 127 in the office of the Sub-Registrar, Devanahalli).
- G. WHEREAS Parkside Explosives and Industries Limited underwent a change of name from Parkside Explosives and Industries Limited to Matheson Bosanquet Enterprises Limited under a Fresh Certificate of Incorporation consequent upon Change of Name dated 12.03.1997. Matheson Bosanquet Enterprises Limited again underwent a change of name from Matheson Bosanquet Enterprises Limited to Matheson Bosanquet Enterprises Private Limited under a Fresh Certificate of Incorporation consequent on Change of Name dated 23.12.2015.
- H. WHEREAS Matheson Bosanquet Enterprises Limited (earlier known as Parkside Explosives and Industries Limited) filed a suit bearing O.S. No.111/2007 on the file of the Civil Judge (Jr. Dn.) Devanahalli against K.M.Chinnappa, seeking relief of permanent injunction restraining and interfering with the peaceful possession and enjoyment of western portion of Survey No.89 and Survey Nos.90 and 91. Thereafter, the parties to the said suit with the consent of C.Nagaraj, C.Chandrashekhar and R.Jayalakshmi all children of K.M.Chinnappa, arrived at a settlement under the compromise petition on 21.07.2007, wherein K.M.Chinnappa ratified and confirmed the sale effected by him in favour of Matheson Bosanquet Enterprises Limited with regard to western portion of Survey No.89 and Survey Nos.90 and 91. In terms of the compromise petition the suit was decreed by way of a Preliminary Decree dated 28.07.2007.
- I. WHEREAS on a phoddi/sub-division being effected by the survey department on 06.06.2002, the land bearing Survey No.89 was sub-divided/bifurcated into 2

For Matheson Bosanquet Enterprises Pvt. Ltd.


Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED


Authorised Signatory

ಎನ್ ಪ್ರಸ್ತುತಿಯ ನಂ 5162/2023-24 ನಾಲ್ಕನೇಷ್ಟು - 6 ನೇ ಪ್ರಬ್ರ
ದಾಖಲೆಯ ಸಂಖ್ಯೆ - 6

1	<p>SHIRASA CONSTRUCTION PRIVATE LIMITED rep by its Authorized Signatory Mr. Vivek Hangal is Rep. by Mr .Vivek Hangal</p> <p>, 44, Resident of: 4th Floor, , Salaruria Windsor, Ulsoor Road, Bangalore – 560 042, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560042 (Claimant)</p>			
2	<p>Sri .MATHESON BOSANQUET ENTERPRISES PVT LTD ನ ಪರವಾಗಿ ಶ್ರೀ ಬಿಮಲ್ ಕುಮಾರ್ ವೋಡ್‌ರ್ ಸ್‌ರ್ ,</p> <p>, 44, Resident of: , ನಂ 3 1 1 ಅಲ್ ಆಸ್‌ರ ರಸ್‌ ಬೆಂಗಳೂರು 560001, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560001 (Executant)</p>			
3	<p>MATHESON BOSANQUET ENTERPRISES PRIVATE LIMITED rep by its Authorized Signatory S.R Kalyanam is Rep. by Mr .S.R Kalyanam ,</p> <p>, 44, Resident of: House No.26/1, Kasturba Cross Road, Bangalore – 560001, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560001 (Executant)</p>			

ಉಪನ್ಯಾಸಂದಣಾದಿಕಾರಿ
ದೇವಿನಹಳ್ಳಿ

ಹಿರಿಯ ಉಪನ್ಯಾಸಂದಣಾದಿಕಾರಿ
ದೇವಿನಹಳ್ಳಿ

ಗುರುತಿಸುವವರು

SR.No	Identifier Name	Address	ಸಹಿ
1	Basavaraju S/o Subbajah (Identifier)	No.03,Ulsoor Road, Bangalore-42, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560042	
2	Mahesh M.D. S/o Doddegowda (Identifier)	No.03,Ulsoor Road, Bangalore-42, Bengaluru East, BENGALURU URBAN, KARNATAKA - 560042	

ಉಪನ್ಯಾಸಂದಣಾದಿಕಾರಿ
ಹಿರಿಯ ಉಪನ್ಯಾಸಂದಣಾದಿಕಾರಿ
ದೇವಿನಹಳ್ಳಿ

.....ನೇ ಪ್ರಸ್ತಾವ 5169/2023-24ನೇ
ದಷ್ಟಾವೇದ್ಯ 7.....ನೇ ಪ್ರಜ

portions. On such phoddi, the western portion measuring 2 Acres 1 Gunta along with $\frac{1}{2}$ Gunta kharab was assigned with New Survey No.89/1("Survey No.89/1").

- J. WHEREAS all that converted lands bearing Survey Nos. 89/1, 90 and 91 having come under the jurisdiction of Mandibele Village Panchayat, Devanahalli, the same have been assessed to tax and have been assigned with Village Panchayat E-Khata No. 150300200101200172, Village Panchayat Khata No.173/144, Mandibele Village Panchayat, Chikka Thattamangala Village, within the limits of Mandibele Village Panchayat, Devanahalli Block, Bangalore Rural District measuring about 40569.74 square metres or 10 Acres 01 Gunta and the Vendor herein has been registered as khatedar of the said lands in the records of Mandibele Village Panchayat .
- K. WHEREAS in the above stated manner Vendor became the absolute owner of all that piece and parcel of converted property presently bearing Village Panchayat E-Khata No. 150300200101200172, Village Panchayat Khata No.173/144, Mandibele Village Panchayat, Chikka Thattamangala Village, within the limits of Mandibele Village Panchayat, Devanahalli Block, Bangalore Rural District, measuring about 40569.74 square metres or 10 Acres 1 Gunta (comprising of all that industrially converted lands bearing (i) Survey No.89/1 (earlier western portion of Survey No.89) measuring about 2 Acres 1 Gunta along with $\frac{1}{2}$ Gunta of kharab, in all measuring about 2 Acres 1 $\frac{1}{2}$ Gunta ("Item No.1") (ii) Survey No.90 measuring about 4 Acres along with 1 Gunta of kharab ("Item No.2") and (iii) Survey No.91 measuring in all about 4 Acres with no kharab ("Item No.3) all situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District), is hereinafter referred to as "SCHEDULE PROPERTY".
- L. WHEREAS the Vendor being desirous of selling the Schedule Property, has offered to sell the same and the Purchaser based on the representations, assurances and Vendor Warranties agreed to purchase the Schedule Property for a total sale consideration of Rs. 22,56,00,000/- (Rupees Twenty Two Crore Fifty Six Lakhs only).
- M. The Purchaser has now come forward and has called upon the Vendor to execute this Deed of Sale.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:

1. DEFINITIONS

- 1.1 In this Sale Deed the following capitalized words and expressions shall have the meanings ascribed to them below:

For Matheson Bosanquet Enterprises Pvt. Ltd.

R.R. Jayaraman
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

1.....ನೇ ಪ್ರಸ್ತುಕೆದ್ 5162/2023-24ನೇ
ದಸ್ತಾವೇಜು ನೇ ಪ್ರಟಿ



1 ನೇ ಪ್ರಸ್ತುಕೆದ ದಸ್ತಾವೇಜು

ನಂಬರ್ DNH-1-05162-2023-24 ಆಗಿ

ದಿನಾಂಕ 07/08/2023 ರಂದು ನೋಂದಾಯಿಸಿ ವಿದ್ಯನಾಡನ್ನ
ಮಾಡರಿಯಲ್ಲಿ

ಕೇಂದ್ರಿತ ದತ್ತಾಂಶ ಕೋಶದಲ್ಲಿ ಶೇಖರಿಸಿದೆ.



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1.....ನೇ ಪುಸ್ತಕದ್ವಾರಾ / 2023-24
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- (a) "**Encumbrance**" shall mean a security interest of whatsoever kind or nature including (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, title retention, or other encumbrance of any kind securing, or conferring any priority of payment in respect of, any obligation of any Person including without limitation, any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Laws, (ii) any interest, option, right of first offer, or refusal or transfer restriction in favour of any Person, and / or (iii) any adverse claim as to title, possession or use. The terms "**Encumber**" and "**Encumbered**" shall be construed accordingly;
- (b) "**Laws**" shall mean all laws, ordinance, statutes, rules, orders, decrees, injunctions, licences, permits, approvals, authorisations, consents, waivers, privileges, agreements and regulations of any Governmental Authority having jurisdiction over the relevant matter or as such are in effect as of the date of execution of this Sale Deed or as may be amended, modified, enacted or revoked from time to time hereafter;
- (c) "**Losses**" means and includes any and all lawful monetary (or where the context so requires, monetary equivalent of) losses, claims, costs, and damages (whether or not resulting from third party claims) arising from lawful claims, or relating to or arising out of or in connection with any actual claim, legal action, proceeding, suit, litigation, prosecution, mediation, arbitration, enquiry or mediation, interests and penalties lawfully made with respect thereto and amounts paid in lawful settlement, interest, court costs, and other reasonable expenses of lawful litigation or of any claim, default, or assessment; For the avoidance of doubt, the term "**Losses**" shall be limited to such Losses which naturally and lawfully arise in the usual course of things from the relevant breach and not being in the nature of loss of opportunity, remote losses or indirect losses or which the parties knew, when they entered into this Sale Deed, to be likely to result from the breach of it;
- (d) "**Party**" unless repugnant to the context, shall mean a signatory to this Sale Deed and "**Parties**" unless repugnant to the context, shall mean a collective reference to all the signatories to this Sale Deed;
- (e) "**Person**" shall mean any natural person, limited or unlimited liability company, corporation, general partnership, limited partnership, proprietorship, trust, union, association, court, tribunal, agency, government, ministry, department, commission, self-regulatory

For Matheson Bosanquet Enterprises Pvt. Ltd.

L.R. Ilayaraja
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

J
Authorised Signatory

1. **ನೇ ಪ್ರಸ್ತಾವದ 5162/2023-24ನೇ**
ದಾಖಲೆಯ ID: ೧೦೨೫

organisation, arbitrator, board, or other entity, enterprise, authority, or business organisation;

- (f) "**Sale Consideration**" shall have the meaning ascribed to the term in Clause 3.1;
- (g) "**Sale Deed**" shall mean this deed of sale, including recitals and annexes hereto and any rectification / amendment done from time to time;
- (h) "**Schedule Property**" shall mean all that piece and parcel of converted property presently bearing Village Panchayat E-Khata No. 150300200101200172, Village Panchayat Khata No.173/144, Mandibele Village Panchayat, Chikka Thattamangala Village, within the limits of Mandibele Village Panchayat, Devanahalli Block, Bangalore Rural District, measuring about 40569.74 square metres or 10 Acres 1 Gunta (comprising of all that industrially converted lands bearing (i) Survey No.89/1 (earlier western portion of Survey No.89) measuring about 2 Acres 1 Gunta along with ½ Gunta of kharab, in all measuring about 2 Acres 1 ½ Gunta ("**Item No.1**") (ii) Survey No.90 measuring about 4 Acres along with 1 Gunta of kharab ("**Item No.2**") and (iii) Survey No.91 measuring in all about 4 Acres with no kharab ("**Item No.3**) all situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District, all together measuring about 10 Acres 1 Gunta).
- (i) "**Vendor' Warranty**" shall have the meaning ascribed to the term in Clause 6.1.

2. CONVEYANCE

- 2.1. In consideration of the Purchaser having paid a sum of **Rs. 22,56,00,000/- (Rupees Twenty Two Crore Fifty Six Lakhs only)** in the manner set out in Clause 3 below, the Vendor hereby grants, transfers, conveys and assign unto the Purchaser, **BY WAY OF ABSOLUTE SALE**, the entire Schedule Property, together with all rights, title, interest, property, estate, appurtenances, unarable lands, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements and privileges whatsoever belonging thereto in Law, equity or under contract, TO HAVE AND TO HOLD, the same as absolute legal owner thereof.

For Matheson Bosanquet Enterprises Pvt. Ltd.

R.R. Jayaram
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

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3. SALE CONSIDERATION

3.1 The total Sale Consideration for the Schedule Property is **Rs. 22,56,00,000/- (Rupees Twenty Two Crore Fifty Six Lakhs only)** and the Purchaser has paid the entire Sale Consideration to the Vendor in the manner set out below:

- (i) Rs. 22,33,44,000/- (Rupees Twenty Two Lakhs Thirty Three Lakhs Forty Four Thousand Only) paid by the Purchaser to the Vendor by RTGS bearing No. ICICRS2023080700528498 to the bank account of the Vendor.
- (ii) Rs. 22,56,000/- (Rupees Twenty Two Lakhs Fifty Six Lakhs Only) being the amount deposited as Tax Deducted at Source (TDS) under the provision of Section 194-1A of the Income Tax Act, 1961.

3.2 The Vendor hereby accepts and acknowledges the receipt of the entire sum of **Rs. 22,56,00,000/- (Rupees Twenty Two Crore Fifty Six Lakhs only)** in the manner above towards full and final settlement and satisfaction of the entire Sale Consideration and acquits the Purchaser from making any further payment towards the Sale Consideration or any other claims or demands in respect of the Schedule Property.

3.3 The Parties acknowledge and confirm that the Sale Consideration is inclusive of all taxes, duties and levies as currently applicable under Law. The Vendor confirm that apart from the Sale Consideration which has been paid to Vendor by the Purchaser as mentioned supra, the Purchaser is not liable to pay any other amounts to the Vendor under this Sale Deed.

4. POSSESSION

On and from the date hereof, the Vendor has put the Purchaser in full, free, peaceful possession of the Schedule Property and it shall be lawful for the Purchaser from time to time and at all times hereafter, to peacefully and quietly hold, enter upon, use, occupy, possess and enjoy the entire Schedule Property hereby granted, conveyed, transferred and assured as the Vendor with all its appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendor, or by any Person lawfully or equitably claiming by, from, under or in trust for it.

5. ORIGINAL DOCUMENTS OF TITLE

The VENDOR has on execution of the Sale Deed handed over the available original documents of title relating to the Schedule Property to the PURCHASER.

For Matheson Bosanquet Enterprises Pvt. Ltd.

L.R.Ikalayam
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

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6. REPRESENTATIONS AND WARRANTY

- 6.1 The Vendor acknowledge that the Purchaser has taken conveyance of the Schedule Property under this Sale Deed, relying on the representations and Warranty set out below ("Vendor Warranty"). The Vendor represent and warrant that each of the below mentioned 'Vendor Warranty' are true, accurate, complete, not misleading and is binding on all and everyone claiming under or through it:
- (a) The Vendor is the absolute owner of the Schedule Property, and has good, legal, valid, marketable and subsisting title to the Schedule Property and the Vendor has lawful right, title and possession to convey the same and there is no impediment for this sale under any law, order, decree or contract;
 - (b) The execution, delivery and performance of Sale Deed by the Vendor do not contravene (i) any applicable Law or regulation (including order of any Government Authority or court or tribunal) to which the Vendor is subject to, and/or (ii) any other deed, document or agreement to which the Vendor is a party to;
 - (c) The Vendor is entitled to deliver possession of the Schedule Property to the Purchaser;
 - (d) The Vendor has not entered into any agreement or arrangement with any third Persons/Parties for transfer of the Schedule Property or part thereof;
 - (e) The Vendor has not executed any powers of attorney to deal with the Schedule Property or any part thereof and have also not created any Encumbrance, third party rights or interest, in and over the Schedule Property or any part thereof;
 - (f) The description of the Schedule Property as set out in this Sale Deed is accurate in all respects and the same has been identified through a survey conducted through a surveyor;
 - (g) No other Person is in actual or conditional possession, occupation, use or control of the Schedule Property or any part thereof and no Person has any claims, any security interest, charge, lien, option, right of pre-emption or other similar interest (including any arising under statute) in or over the Schedule Property or any part thereof or any relevant title deeds or documents relating to the Schedule Property or any part thereof;

For Matheson Bosanquet Enterprises Pvt. Ltd.

R.R. Jayaraman
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

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- (h) The Schedule Property is not mortgaged, charged, leased, and there are no Encumbrances, in respect of the Schedule Property and or any part thereof and the Schedule Property or any part thereof is not subject to any third party claim, demand, attachment or a process issued by any court or authority;
- (i) The Vendor is not prevented or restrained by any court order or order from any authority from selling or otherwise disposing of the Schedule Property or any part thereof in the manner herein contemplated;
- (j) There are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, dues and no notices are pending against the Schedule Property, which in any manner affects the execution and performance of this Sale Deed by the Vendor;
- (k) All property taxes and all other outgoings in respect of the Schedule Property have been properly remitted and there are no arrears outstanding or dues;
- (l) This Sale Deed and any other document to be executed pursuant to or in connection with this Sale Deed will when executed, constitute valid and binding obligations on the Vendor, and their respective heirs, successors, legal representatives, assignees, nominees etc., in accordance with their respective terms;
- (m) All information contained in this Sale Deed and all other information which have been provided by the Vendor to the Purchaser, in the course of the negotiations leading to this Sale Deed (including in the course of any due diligence or other investigations carried out by or on behalf of the Purchaser prior to execution of this Sale Deed) is true, accurate in all respects and not misleading and the Vendor is not aware of any facts or circumstances not disclosed in writing to the Purchaser which render any such information, untrue, inaccurate or misleading;
- (n) Upon execution of this Sale Deed, the absolute right, title, interest and possession of the Schedule Property shall stand transferred in favour of Purchaser absolutely and free from Encumbrances and the Purchaser shall be entitled to quietly enter upon, hold, possess the Schedule Property, transfer or enjoy the Schedule Property as absolute owner thereof, without any kind of interference or disturbance by the Vendor or any one claiming through or under them;

For Matheson Bosanquet Enterprises Pvt. Ltd.

L.R.Kalyanam
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED


Authorised Signatory

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- (o) The Vendor has taken all the required corporate approvals for execution of this Sale Deed and the authorized signatory of the Vendor has been duly authorised to execute and appear for registration of this Sale Deed under a resolution passed by the board of directors of the Vendor and such other additional action if the same is required under the charter documents of the Vendor.
- 6.2 The Vendor Warranty is separate and independent and none of the Vendor Warranty shall be treated as qualified by any actual or constructive knowledge on the part of the Purchaser, its agents, representatives, heirs, executors, administrators and assigns. The Vendor Warranty and the liability of the Vendor for any breach thereof shall not be in any manner limited by any information disclosed or made available to or received by the Purchaser or any of its agents, representatives, executors, administrators and assigns during the course of due diligence or anytime thereafter.
- ## 7. INDEMNITY
- 7.1 The Vendor do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all Losses which directly or indirectly arise out of, or result from or may be payable by virtue of:
- (a) falsity, incompleteness, default, breach or inaccuracy of any of the Vendor Warranty or a matter or event which renders any of the Vendor Warranty false, incomplete, or inaccurate;
 - (b) any defect in title of the Vendor to the Schedule Property or any part thereof;
 - (c) any lawful settlement thereof which arises directly or indirectly from, as a result of, or in connection with any or as a result of any or all of Vendor Warranty herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor;
 - (d) tax liabilities or tax recovery proceedings against the Vendor which results in an order of attachment on the Schedule Property or any part thereof; and/or
- 7.2 Notwithstanding anything contained in Clause 7.1, the Vendor acknowledge that in relation to the Schedule Property, all Losses, debts, liabilities, covenants, agreements or other obligations, known, incurred or arising lawfully after the date of execution of this Sale Deed, but referable to periods prior to the earlier of the date of the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor. The Vendor shall indemnify

For Matheson Bosanquet Enterprises Pvt. Ltd.

L.L. Ikalayam
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

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and keep indemnified and hold the Purchaser harmless against any and all such Losses arising out of lawful claims;

8. FURTHER ASSURANCES

The Vendor undertake to execute such applications, deeds, affidavits, undertakings and other document/s and to do or cause to do at all times, all acts, deeds and things as may be required by the Purchaser, at the cost of the Purchaser, to (a) transfer of the khata and other utilities in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser, title to the Schedule Property.

9. COSTS

- (a) Each Party shall pay the costs and expenses incurred by it in connection with entering into and completion of this Sale Deed.
- (b) Stamp duty and registration fee on this Sale Deed in respect of the Schedule Property shall be borne by the Purchaser.

SCHEDULE (DESCRIPTION OF THE PROPERTY HEREBY CONVEYED)

All that piece and parcel of undeveloped converted property presently bearing Village Panchayat E-Khata No. 150300200101200172, Village Panchayat Khata No.173/144, Mandibele Village Panchayat, Chikka Thattamangala Village, within the limits of Mandibele Village Panchayat, Devanahalli Block, Bangalore Rural District, measuring about 40569.74 square meters or 10 Acres 1 Gunta (comprising of all that industrially converted lands bearing (i) Survey No.89/1 (earlier western portion of Survey No.89) measuring about 2 Acres 1 Gunta along with ½ Gunta of kharab, in all measuring about 2 Acres 1 ½ Gunta ("Item No.1") (ii) Survey No.90 measuring about 4 Acres along with 1 Gunta of kharab ("Item No.2") and (iii) Survey No.91 measuring in all about 4 Acres with no kharab ("Item No.3) all situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District), converted vide conversion order bearing Official Memorandum dated 04.11.1992 bearing No.ALN. SR. 50/1992-93 issued by office of the Assistant Commissioner, Doddaballapura Sub-Division, Bangalore and bounded on as follows:

East	:	Land bearing Survey No.89/2;
West	:	Land bearing Survey No.92/1;
North	:	Kondenahalli Village Boundary;
South	:	Devanahalli to Vijipura Main Road;

For Matheson Bosanquet Enterprises Pvt. Ltd.

R.R. Jayaram
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

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Comprising of Item Nos. 1 to 3 and are individually bounded on as under:-

ITEM NO.1:

All that piece and parcel of the industrially converted undeveloped land bearing Survey No.89/1 (earlier western portion of Survey No.89, still earlier a portion of Survey No.36) measuring about 2 Acres 1 Gunta along with $\frac{1}{2}$ Gunta of kharab, in all measuring about 2 Acres 1 $\frac{1}{2}$ Gunta, situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East	:	Land bearing Survey No.89/2;
West	:	Land bearing Survey No. 90;
North	:	Kondenahalli Village Boundary;
South	:	Devanahalli to Vijipura Main Road;

ITEM NO.2:

All that piece and parcel of the industrially converted undeveloped land bearing Survey No.90 (earlier a portion of Survey No.36) measuring about 4 Acres along with 1 Gunta of kharab, situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East	:	Land bearing Survey No.89/1;
West	:	Land bearing Survey No.91;
North	:	Kondenahalli Village Boundary;
South	:	Devanahalli to Vijipura Main Road;

ITEM NO.3:

All that piece and parcel of the industrially converted undeveloped land bearing Survey No.91 (earlier a portion of Survey No.36) measuring in all about 4 Acres with no kharab, situated at Chikka Thattamangala Village, Vijayapura Hobli, Devanahalli Taluk, Bangalore Rural District and bounded as follows:

East	:	Land bearing Survey No.90;
West	:	Land bearing Survey No.92/1;
North	:	Kondenahalli Village Boundary;
South	:	Devanahalli to Vijipura Main Road;

The Market Value for the Schedule Property is Rs. 22,56,00,000/- (Rupees Twenty Two Crore Fifty Six Lakhs only)

For Matheson Bosanquet Enterprises Pvt. Ltd.

L.R. Jayaram
Authorised Signatory

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For SHIRASA CONSTRUCTION PRIVATE LIMITED

Authorised Signatory

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IN WITNESS WHEREOF the VENDOR and the PURCHASER have executed this Sale Deed on the date and the year first hereinabove written in the presence of the following Witnesses:

WITNESSES:

1) MARASIMHARAMURTHY.M
Kothanur
Bangalore 560077

For Matheson Bosanquet Enterprises Pvt. Ltd.

L.R.Kalyanam
Authorised Signatory
VENDOR

(MATHESON BOSANQUET
ENTERPRISES PRIVATE LIMITED,
represented by its Authorized Signatory
Mr. S.R Kalyanam)

2) Sunendra

301soor Road.
Bangalore-42

For SHIRASA CONSTRUCTION PRIVATE LIMITED


Authorised Signatory

PURCHASER
(SHIRASA CONSTRUCTION
PRIVATE LIMITED, represented by its
Authorised Signatory Mr. Vivek
Hangal)

Drawn by:

Sunitha R
(R. Sunitha)
Advocate
INDUSLAW
101, 1st Floor,
"Embassy Classic"
11, Vittal Mallya Road,
Bangalore - 560 001.