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20-21

SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore (**"Sale Deed"**):

BY AND BETWEEN:

(1) **Mrs. IRSHAD KHANUM,** W/o Mr. Nazeer Khan, Aged about 65 years, Residing at #36, 8th B Main Road, BTM Layout 1st Stage, Bangalore – 560 029. [**PAN: AALPI7874F**]; [Aadhar No: 511669952566].

(2) **M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106],** A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"VENDORS"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12 2020

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರು 7527950.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	6861760.00	DD No 535526 Rs.6861760/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	666190.00	DD No 535538 Rs.666190/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	7527950.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

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Designed and Developed by ...

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(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company Incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in (I) Sy.No.66/1A measuring **1** Acre 05 Guntas, which is morefully described in the Schedule hereunder and hereinafter referred to as Item No.I Schedule Property; and (II) land in Sy.No.66/1B measuring 1 Acre, which is morefully described in the Schedule hereunder and hereinafter referred to as Item No.**II** Schedule Property, both situated at Devanahalli Village, Kasaba Hobli, Bangalore Rural District. The **Item No.I and Item No.II** of the Schedule Property are hereinafter collectively referred to as **"Schedule Property"**.

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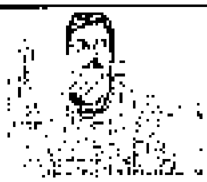
ದೇವನಹಳ್ಳಿ ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 01:12:41 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1332380.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	805.00
3	ಏಕೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1333225.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy			

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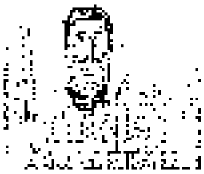
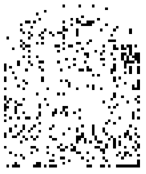
ಬರೆದುಕೊಟ್ಟವರಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy . ಪುತ್ರ ಬಿ. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	[illegible] (ಬರೆಸಿಕೊಂಡವರು)			

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II. WHEREAS, Schedule Property originally is a portion of Sy.No.66 measuring 5 Acres 30 Guntas belonged to Pulahalli Venkatappa and Anur Hanumappa, which was later phodied and an extent of 2 Acres 35 Guntas was assigned with Sy.No.66/1 in the name of Venkatappa @ Pulahalli Venkatappa **(hereinafter referred to as Larger Property)** and similarly remaining extent of 2 Acres 35 Guntas was assigned with Sy.No.66/2 in the name of Anur Hanumappa.

III. WHEREAS, though the extent of the Larger Property was 2 Acres 35 Guntas, the said Venkatappa and his sons namely Sri Munishamappa, Sri Gopalappa, and Nagaraju partitioned their family properties including an extent of 3 Acres 5 Guntas in Sy.No.66/1 vide Partition Deed dated 28.05.1973 registered as document No.624/1973 of Book-I, Volume No. 1117, at Pages 147 to 150 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition Deed dated 28.05.1973, the Said Property measuring 3 Acres 5 Guntas in Sy.No.66/1 was allocated as under:

(a) an extent measuring 1 Acre 5 Guntas was allotted to the share of Sri Munishamappa S/o Venkatappa;
(b) an extent measuring 1 Acre was allotted to the share of Sri Gopalappa S/o Venkatappa; and
(c) remaining extent measuring 1 Acre was allotted to the share of Sri Nagaraj S/o Venkatappa.

IV. WHEREAS the said Munishamappa being second son of Venkatappa joined by his father Venkatappa conveyed the extent of 1 Acre 5 Guntas allotted to him in the said Partition Deed dated 28.05.1973, in favour of Sri Nagaraj the third son of Venkatappa vide Sale Deed dated 15.01.1982 registered as document No.1418/81-82 of Book-I, Volume 1270, at Pages 162 to 163 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, subsequently, based on the possession and as per the extent of 2 Acres 35 Guntas available in Sy.No.66/1, the Larger Property was phodied into Sy.No.66/1A and 66/1B as under:

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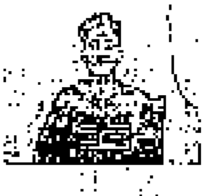
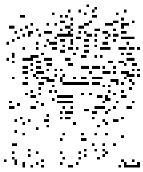
3	M/s. Coppers Corn Realty Private Limited Rep by its Director, Mr.Faiz Ahmed . (ಖರೀದಿದಾರರು)			
4	M/s. Scotts Plantations Private Limited Rep by its Director, Mr Faiz Ahmed . (ಒಪ್ಪಿಗೆ ದಾರ)			

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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(a) An extent of 1 Acre 35 Guntas was assigned with Sy.No.66/1, out of which Gopalappa S/o late Venkatappa became owner in possession of 30 Guntas and Nagaraj S/o late Venkatappa became owner in possession of 1 Acre 5 Guntas.

(b) An extent of 1 Acre which was allotted to the share of Sri Nagaraj S/o Venkatappa as per the partition deed dated 28.05.1973 was assigned with Sy.No.66/1B.

Thus Gopalappa S/o Venkatappa became the absolute owner in possession of an extent of 30 Guntas in Sy.No.66/1A and Sri Nagaraj became the absolute owner in possession of an extent of 1 Acre 5 Guntas in Sy.No.66/1A and for an extent of 1 Acre in Sy.No.66/1B (The Schedule Property).

VI. WHEREAS the said Sri V Nagaraju S/o Venkatappa, joined by his Children namely (a) Smt Sujatha, (b) Sri Shivkumar, and (b) Kumari Chaitra being minor represented by her father natural guardian Sri V Nagaraju, conveyed the Schedule Property in favour of Mr. Mohammed Ali Vakil S/o Mohsin Ali Vakil, by way of a Sale deed dated 08.11.2004 registered as Document No.DNH-I-02846/2004-05 of Book-I, in CD No.DNHD26 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the said Mohmmed Ali Vakil in turn conveyed the Schedule Property in favour of the Vendor No.1 herein by way of a Sale deed dated 08.02.2006 registered as Document No.DNH-1-06748/2005-06 of Book-I, and stored in CD No.DNHD79 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VIII. WHEREAS, based on application filed by the Vendor No.1 herein, the Schedule Property is converted from agricultural purpose to non-agriculture residential purpose vide Order No.ALN(D)SR 287/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaramu No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಸಬ್ ರಿಜಿಸ್ಟ್ರರ್

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ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1177 ರ ಪ್ರತಿಯಲ್ಲಿ

ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಹೆಚ್.ಎಸ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

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IX. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

X. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

XI. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.4,82,75,000/- (Rupees Four Crores Eighty Two Lakhs Seventy Five Thousand Only)** (hereinafter referred to as **"Total Sale Consideration"**).

XIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein.

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NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XIII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive possession of the Schedule Property and it shall be lawful for the Purchaser from time to time and at all times hereafter, to peacefully

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and quietly hold, enter upon, use, occupy, possess and enjoy the Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIII are true, complete and accurate in all respects;

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c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof,

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) The Schedule Property is abutted by a Halla/Kaluve on southern side and owing to the presence of such Halla/Kaluve, there is no further reduction in the physically available extent in the Schedule Property and there are no other water bodies affecting the Schedule Property in any manner whatsoever;

o) The Schedule Property or any part thereof is not reserved for any public purpose;

p) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

q) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

r) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

s) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or Income tax or other taxation proceedings, or labour and industrial laws), nor

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any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

t) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

u) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

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8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the **khata** in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

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(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it of any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution

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of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

Item No.I

All that piece and parcel of Residential converted undeveloped land bearing Survey No.66/1A measuring 01 Acre 05 Guntas vide Conversion Order No.ALN(D)SR 287/2007-08 dated 18.07.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By	:	Land in Sy.No.94 of Devanahalli Village;
West By	:	Remaining portion in 66/1A of Devanahalli Village;
North By	:	Land in Sy.No.88/3 and 88/4 of Devanahalli Village;
South By	:	Nala:

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Item No.II

All that piece and parcel of converted undeveloped land bearing Survey No.66/1B measuring 01 Acre vide Conversion Order No.ALN(D)SR 287/2007-08 dated 18.07.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.66/1A of Devanahalli Village;
West By :	Land in Sy No.66/2 of Devanahalli Village;
North By :	Land in Sy.No.88/1 and 88/5 of Devanahalli Village;
South By :	Nala;

Market Value of the Schedule Property is Rs.13,32,38,000/- (Rupees Thirteen Crores Thirty Two Lakhs Thirty Fighty Thousand Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

[ANNEXURE A FOLLOWS]

ANNEXURE - A

Total Sale Consideration of Rs.4,82,75,000/- (Rupees Four Crores Eighty Two Lakhs Seventy Five Thousand Only) paid in the following manner:

I. Rs.1,80,00,000/-(One Crore Eighty Lakhs Only) from and out of RTGS vide UTR No. ANDBH17174164833 dated 23.06.2017 in favour of Vendor No.2 as instructed by the Vendor No.1 (Inclusive of TDS deducted @ 1%).

II. Rs.2,00,00,000/-(Two Crores Only) by way of RTGS vide UTR No.ANDBH18218334603, on 17.02.2018 (inclusive of TDS deducted @ 1%)

III. Rs.1,00,00,000/- (Rupees One Crore Only) By way of Demand Draft dated 30.12.2020 vide No.625375, issued by Andhra Bank, N R Road Branch, Bangalore in favour of the Vendor No.1 (inclusive of TDS deducted @ 0.75%);

IV. Rs.2,75,000/-(Two Lakhs Seventy Five Thousand Only) from and out of Cheque vide No 000093, dated 29.12.2020, drawn on Andhra Bank, N R Road Branch, Bangalore in favour of the Vendor No.2 (inclusive of TDS deducted @ 0.75%);

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written

VENDOR No.1

For COMPANY PVT. LTD.

Director

VENDOR No.2

Director

CONFIRMING PARTY

For Jaganmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore. 560042

2. (DEVARAJ T.K)
130/1, Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

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केनरा बैंक Canara Bank

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21-22

ANNEXURE - 16
CANARA BANK
CERTIFICATE OF SALE

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Whereas

The undersigned being the Authorized Officer of Canara Bank under the Securitisation And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (Act 54 of 2002) and in exercise of the powers conferred under Section 13(12) read with Rule 8 and 9 of the Security Interest (Enforcement) Rules, 2002, sold on behalf of Canara Bank **Large Corporate Branch** in favour of **M/s Jaganmata Property Developers Private limited**, the immovable property shown in the schedule below secured in favour of the Canara Bank **led consortium, other lender being SBI and IDBI** by **M/s Scott Plantation Private Limited corporate guarantor of M/s Scott Garments Limited** towards the financial facility of **Working Capital Limits** offered by Canara Bank **led consortium, other lender being SBI and IDBI** to **M/s Scott Garments limited**. The undersigned acknowledges the receipt of **Rs 5,76,00,000/- (Rupees Five crores and seventy six lakhs only)**, the sale price in full and handed over the delivery and possession of the schedule property. The sale of the scheduled property was made free from all encumbrances known to Canara Bank and "As is where is",As is what is",and "Whatever there is and without recourse basis" in all respects on deposit of the money demanded by the undersigned.

SCHEDULE

(Description of the immovable property)

All that part and parcel of the property consisting of Sy. No. **15/1(Old No. 15) measuring 87,120 Sq. Feet or 2 Acres of land situated at Gullobanahalli Village** within the registration sub-district **DevanahalliTaluk, Kasaba Hobli** and district **Bangalore Rural**.

Bounded:
On the North by : **Land in Sy No. 14 belonging to Nandi Narayanappa**
On the South by : **Land in Sy No. 17 belongs to Chikkabommaiah**
On the East by : **Land in Sy No. 17 and resurvey No. 15/2**
On the West by : **Neelari Road &Sy No.11 & 12**

List of encumbrances (If applicable)

1. Free from all encumbrances as known to Canara Bank

केनरा बैंक/For CANARA BANK

Place: Bangalore
Date: 06.04.2021

Authorised Officer
Canara Bank

WITNESS:
(1) (GANESHA) No. 130/1, Viscor Road, Bangalore-42.
(2) (PRASHANTH) No-130/1, Viscor Road Bangalore-42.

For Jaganmata Property Developers Private Limited

Director

LARGE CORPORATE BRANCH
No.18, 3rd Floor, Ramanashreee Arcade,
Near Trinity Circle,
BANGALORE - 560 001

Ph: 080-25599254
Email: www.canarabank.com
cb2636@canarabank.com

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr. R. Veerabhadra Swamy S/o B. Rajanna , ಇವರು 3254500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	2966500.00	Challan No CR0721003000107945 Rs.2966500/- dated 02/Jul/2021
ಚಲನ್	288000.00	Challan No CR0721003000107945 Rs.288000/- dated 02/Jul/2021
ಒಟ್ಟು :	3254500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 13/07/2021

13/7/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by C- DAC Pune.

Print Date & Time : 13-07-2021 11:37:12 AM ....I.... ನೇ ಪುಸ್ತಕದ ....2182/....

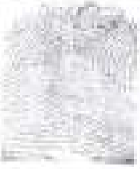
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 2182

ದಸ್ತಾವೇಜು....3....ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 13-07-2021 ರಂದು 11:22:10 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

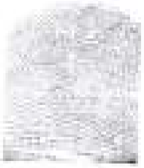
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	576000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	500.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	576540.00

ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr. R. Veerabhadra Swamy S/o B. Rajanna ಇವರಿಂದ ಹಾಜರ್ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr. R. Veerabhadra Swamy S/o B. Rajanna			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ/ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ................ (ರೂಪಾಯಿ..) ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr. R. Veerabhadra Swamy . ಬಿನ್ B. Rajanna (ಬರೆಸಿಕೊಂಡವರು)			

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ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ರಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕಲಂ 88(I) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ Canara Bank Rep by its Assistant General Manager, Large Corporate Branch. Bangalore-560001 . ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವುದನ್ನು ನಾನು ಒಪ್ಪಿರುತ್ತೇನೆ.

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ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಗುರುತಿಸುವವರು

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Road, Bangalore-42	
2	Prashanth S/o Basavaraju No. 130/1, Ulsoor Road, Bangalore-42	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-02182-2021-22 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1303 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 13-07-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

Print date & time : 13/07/2021, 11:37:27 AM

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

ಪ್ರಪತ್ರ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 3613 ಕಛೇರಿ : ದೇವನಹಳ್ಳಿ

Original ದಿನಾಂಕ : 13/07/2021

ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr. R. Veerabhadra Swamy S/o B. Rajanna - ಅವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

2021 - 22 ವರ್ಷದ ಪುಸ್ತಕ - 1 ಪತ್ರದ 2182 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

	ರೂ. ಪೈ.
ನೋಂದಣಿ ಶುಲ್ಕ	576000.00
ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	500.00
ಒಟ್ಟು	576540.00

DELIVERED

Rs. 576540.00 ಚಲನ್ ಮೂಲಕ Challan No CR0721003000107945 Rs.576540/- dated 02/Jul/2021.

ನಗದಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : ---------------- + 0

ಒಟ್ಟು : 576540.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಐದು ಲಕ್ಷ ಎಪ್ಪತ್ತಾರು ಸಾವಿರದ ಐದು ನೂರು ನಲವತ್ತು)

ಮೇಲಿನ ದಾಖಲೆಯನ್ನು 13/07/2021 ದಿನದಂದು ಹಿಂದಿರುಗಿಸಲಾಗುವುದು

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ದೇವನಹಳ್ಳಿ

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C- DAC Pune.

ಈ ದಸ್ತಾವೇಜು 4 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

केनरा बैंक Canara Bank

I 2185 21-22

I 2185/21-22

ANNEXURE - 16

CANARA BANK

CERTIFICATE OF SALE

Whereas

The undersigned being the Authorized Officer of Canara Bank under the Securitisation And Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (Act 54 of 2002) and in exercise of the powers conferred under Section 13(12) read with Rule 8 and 9 of the Security Interest (Enforcement) Rules, 2002, sold on behalf of Canara Bank **Large Corporate Branch** in favour of **M/s Jaganmata Property Developers Private limited**, the immovable property shown in the schedule below secured in favour of the Canara Bank **led consortium, other lender being SBI and IDBI** by **M/s Copper coins Realty private limited corporate guarantors of M/s Scott Garments Limited** towards the financial facility of **Working Capital Limits** offered by Canara Bank **led consortium, other lender being SBI and IDBI** to **M/s Scott Garments limited**. The undersigned acknowledges the receipt of **Rs 9,76,00,000/- (Rupees Nine crores and seventy six lakhs only)**, the sale price in full and handed over the delivery and possession of the schedule property. The sale of the scheduled property was made free from all encumbrances known to Canara Bank and "As is where is",As is what is",and "Whatever there is and without recourse basis" in all respects on deposit of the money demanded by the undersigned.

SCHEDULE

(Description of the immovable property)

All that part and parcel of the property consisting of Sy. No. **17/1 measuring 1 Acre 38 Guntas,17/2 measuring 1 Acre 22 Guntas and 16/3 measuring 4 Guntas in all measuring 3 Acres 24 Guntas or 1,56,816 Sq. Feet situated at Gullobanahalli Village** within the registration sub-district **Devanahalli Taluk, Kasaba Hobli** and district **Bangalore Rural**.

Bounded:

On the North by : **Land in Sy No. 16/1 & 16/4**
On the South by : **Land in Sy No.17/3**
On the East by : **Land in Sy No. 16/4 &Sy No. 18.**
On the West by : **Land bearing Sy No. 11/2 &Sy No.15**

List of encumbrances (If applicable)

1. Free from all encumbrances as known to Canara Bank

Place: Bangalore
Date: 06.04.2021

WITNESS:
1) (GANESHA) No-130/1, Ulsoor Road
2) (PRASHANTH) No-130/1, Ulsoor Road Bangalore-42.

कृते केनरा बैंक/For CANARA BANK

Authorised Officer
Canara Bank

For Jaganmata Property Developers Private Limited

Director

LARGE CORPORATE BRANCH
No.18, 3rd Floor, Ramanashreee Arcade,
Near Trinity Circle,
BANGALORE - 560 001

Ph: 080-25599254
Email: www.canarabank.com
cb2636@canarabank.com

I 2185/21-22
..............ನೇ ಪುಸ್ತಕದ..........ನೇ 1
ದಸ್ತಾವೇಜು.......2..........ನೇ ಪುಟ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr.R. Veerabhadra Swamy S/o B.Rajanna , ಇವರು 5514500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	5026500.00	Challan No CR0721003000108330 Rs.5026500/- dated 02/Jul/2021
ಚಲನ್	488000.00	Challan No CR0721003000108330 Rs.488000/- dated 02/Jul/2021
ಒಟ್ಟು :	5514500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 13/07/2021

13/7/21

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and developed by C- DAC Pune

Print Date & Time : 13-07-2021 12:01:46 PM.......I.....ನೇ ಪುಸ್ತಕದ .....2185/21-22.....ನೇ

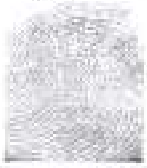
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 2185

ದಸ್ತಾವೇಜು......3..........ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 13-07-2021 ರಂದು 11:53:24 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

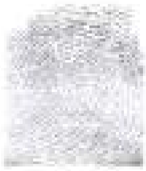
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	976000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	500.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	976540.00

ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr.R. Veerabhadra Swamy S/o B.Rajanna ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr.R. Veerabhadra Swamy S/o B.Rajanna			

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ(ಮತ್ತು ಪೂರ್ಣ /ಭಾಗಶಃ ಪ್ರತಿಫಲ ರೂ................. (ರೂಪಾಯಿ..ಮುಟ್ಟಿದ್ದಾಗಿ) ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr.R. Veerabhadra Swamy . ಬಿನ್ B.Rajanna (ಬರೆಸಿಕೊಂಡವರು)			

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ರಿಜಿಸ್ಟ್ರೇಷನ್ ಕಾಯ್ದೆ ಕಲಂ 88(1) ಪ್ರಕಾರ ಹಾಜರಾಗಲು ವಿನಾಯ್ತಿಯಿರುವ Canara Bank Rep by Its Assistant General Manager, Large Corporate Branch. Bangalore-560001 . ಇವರು ದಸ್ತಾವೇಜನ್ನು ಬರೆದುಕೊಟ್ಟಿರುವುದನ್ನು ನಾವು ಒಪ್ಪಿರುತ್ತೇವೆ.

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಗುರುತಿಸುವವರು

I ನೇ ಪುಸ್ತಕದ 2185/21-22 ನೇ

ದಸ್ತಾವೇಜು 4 ನೇ ಪುಟ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Road, Bangalore-42	
2	Prashanth S/o Basavaraju No. 130/1, Ulsoor Road, Bangalore-42	

13/7/21

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ DNH-1-02185-2021-22 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD1303 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 13-07-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

13/7/21

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

Print date & time : 13/07/2021, 12:01:59 PM

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

ಪ್ರಪತ್ರ 15

(78 ನೇ ಪ್ರಕರಣ ಹಾಗೂ 110ನೇ ನಿಯಮವನ್ನು ನೋಡಿ)

Receipt No : 3617 ಕಛೇರಿ : ದೇವನಹಳ್ಳಿ

Original ದಿನಾಂಕ : 13/07/2021

ಶ್ರೀ M/s.Jaganmata Property Developers Private Limited Rep by its Director Mr. Vishnu Moorthi. H. Rep by SPA Holder Mr.R. Veerabhadra Swamy S/o B.Rajanna ಇವರಿಂದ ಸ್ವೀಕರಿಸಲಾಗಿದೆ

2021 - 22 ವರ್ಷದ ಪುಸ್ತಕ - 1 ಪುಸ್ತಕದ 2185 ಸಂಖ್ಯೆಯ ಪತ್ರದ ನೋಂದಾವಣೆಗಾಗಿ

	ರೂ. ಪೈ.
ನೋಂದಣಿ ಶುಲ್ಕ	976000.00
ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	600.00
ಒಟ್ಟು :	976540.00

DELIVERED

Rs. 976540.00 ಚಲನ್ ಮೂಲಕ Challan No CR0721003000108330 Rs.976540/- dated 02/Jul/2021,

...ನೆಗಾಗಿ ಸ್ವೀಕರಿಸಿದ ಮುದ್ರಾಂಕ ಶುಲ್ಕ : ------------------ + 0

ಒಟ್ಟು : 976540.00

(ಅಕ್ಷರದಲ್ಲಿ) (ರೂ. ಒಂಬತ್ತು ಲಕ್ಷ ಎಪ್ಪತ್ತಾರು ಸಾವಿರದ ಐದು ನೂರು ನಲವತ್ತು)

...ದಾಖಲೆಯನ್ನು 13/07/2021 ದಿನದಂದು ಕೊಡಲಾಗುವುದು

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್ ದೇವನಹಳ್ಳಿ

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

...signed and Developed by C- DAC Pune.

ಈ ದಸ್ತಾವೇಜು 21 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

I ನೇ ಪುಸ್ತಕದ 7299/20-21 ನೇ

ದಸ್ತಾವೇಜು 1 ನೇ ಪುಟ

7299/20-21

DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

I ನೇ ಪುಸ್ತಕದ 7289/20 21 ನೇ

ಸಂಖ್ಯೆ ... ನೇ ಪುಟ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jagannata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi K Rep by SPA Holder Mr. R. Veerabhadraswamy , ರವರು 9229275.00 ರೂಪಾಯಿಗಳನ್ನು ಹಿಂದಿನ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಪ್ರಮಾಣೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	8412525.00	DD No 535479 Rs.8412525/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	816750.00	DD No 535494 Rs 816750/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	9229275.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/20..

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಲೆಕ್ಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune

ನೇ ಪುಸ್ತಕದ 7299/20-21 ನೇ
ದಸ್ತಾವೇಜು 3 ನೇ ಪುಟ

IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana - 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the **"PURCHASER"**, which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.10 measuring 4 Acres 38 Guntas and 03 Guntas of B Kharab situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, the details of which is morefully described hereunder in the Schedule and hereinafter referred to as '**Schedule Property**'.

II. WHEREAS, the Schedule Property originally belonged to one Sri A C H Acharya @ A. C. Hanumanthacharya, S/o Late Archak Shilpi Channakeshavachariya who was granted occupancy rights *vide* order dated 19.05.1982 in case No. LRF(INA) 258/198-81 under the Karnataka (Mysore) (religious and charitable) Inam abolition Act, 1955 and further confirmed *vide* letter dated 25.11.1996 issued by the Land Tribunal, Devanahalli.

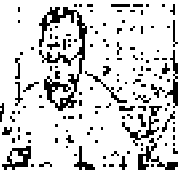
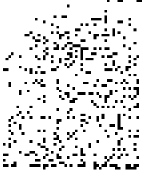
Print Date & Time : 31-12-2020 05:40:34 PM ....I........ನೇ ಪುಸ್ತಕದ ....7299/20-21........ನೇ

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ (P-9144) 7299/2021 ದಸ್ತಾವೇಜು........4........ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 03:07:25 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

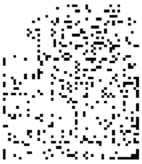
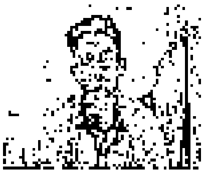
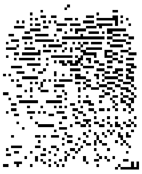
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1633500.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಶುಲ್ಕ	770.00
3	ಮ್ಯುಟೇಷನ್ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1634310.00

ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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III. WHEREAS, A. C. H. Acharya executed a Will dated 24.02.1988 registered as document No.49/1987-88 of Book-III, Volume 29 at Pages 175 to 178 in the office of Sub Registrar, Devanahalli, wherein he *inter alia* bequeathed the Schedule Property in favour of his second wife Sarojamma @ Sarojadevi and their three sons *viz* Mr H Muralidhara, Mr H Jagannatha and Mr H Madhusudana along with certain other properties.

IV. WHEREAS, A. C. H. Acharya died on 26.06.1989 and in terms of the Will dated 24.02.1988, the Khata of the Schedule Property was mutated in the name of Smt Sarojadevi *vide* MR No.2/1988-89.

V. WHEREAS, from and out of the Schedule Property, Smt. Sarojadevi executed a sale agreement agreeing to convey an extent of 2 Acres in favour of C. Muninarayanappa *vide* Sale Agreement dated 13.02.1996, registered as Document No.141/96-97, in Book I, Volume No.1597, at pages 61 to 69 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District. Subsequently, Smt. Sarojadevi as vendor, joined by H. Muralidhara, H. Jagannatha and H. Madhusudana and C. Muninarayanappa as consenting witness, sold an extent of 2 Acres to Mr. Syed Saleha through a Sale Deed dated 09.01.1997 registered as document No. 1136/1997-98 of Book-I, Volume No. 1714 at Pages 14 to 20 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, and Khatha of the property transferred in the name of Mr. Syed Saleha vide MR No.7/1998-99.

VI. WHEREAS, Smt. Sarojadevi along with her three sons executed a Sale Agreement dated 21.12.2004 in favour of Mr. Mohsin Ali Vakil with respect to remaining portion in Sy.No.10 measuring 2 Acre 38 Guntas. Simultaneously, Smt. Sarojadevi along with her children also executed a General Power of Attorney dated 22.12.2004 registered as document No.DNH-4-0090/2004-05 of Book-IV in CD No.DNHD32 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District with respect to remaining portion in Sy.No.10 measuring 2 Acres 38 Guntas in favour of Mr. Mohammed Ali Vakil S/o Mohsin Ali Vakil.

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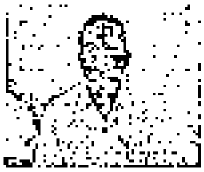
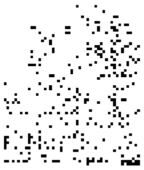
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory. Mr. Shaik Mohamed Hussain (Confirming Party). (ಒಪ್ಪಿಗೆ ಪಕ್ಷ)			

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VII. WHEREAS, subsequently Smt Sarojadevi and her three sons represented by their General Power of Attorney Mr. Mohmmed Ali Vakil sold the lands in Sy No. 10 measuring 2 Acres 38 Guntas in favour of Mr. Dastagir Sab dated 26.05.2006 registered as document No.1679/2006-07 of Book-I, stored in CD No.DNHD91 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VIII. WHEREAS, based on an application filed by the Mr. Syed Saleha, the property measuring 2 Acres in Sy.No.10 was duly converted from agricultural purpose to non-agricultural residential purpose *vide* Conversion Order No.ALN(D)SR.07/2008-09 dated 28.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

IX. WHEREAS, the said Mr. Syed Saleha upon conversion conveyed an extent of land measuring 2 Acres in Sy.No.10 in favour of Vendor by way of a Sale deed dated 16.12.2009, registered as document No.4580/2009-10 of Book-I, stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli Bangalore Rural District, Bangalore.

X. WHEREAS, based on an application filed by Mr. Dastagir Sab, the lands in Sy.No. 10 measuring 2 Acres 38 Guntas was duly converted from agricultural purpose to non-agricultural residential purpose *vide* Conversion Order No.ALN(D)SR 262/2007-08 dated 05.09.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XI. WHEREAS, the said Mr. Dastagir Sab, upon conversion, conveyed the land measuring 2 Acres 38 Guntas in Sy.No.10 in favour of the Vendor by way of a Sale Deed dated 02.02.2010, registered document No.5204/2009-10 of Book-I, stored in CD No.DNHD186 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

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Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

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XII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XIII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XIV. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XV. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.15,34,50,000/- (Rupees Fifteen Crores Thirty Four Lakhs Fifty Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XVII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ.

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ಸಂಖ್ಯೆ DNH-1-07299-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಹೆಚ್.ಎಸ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC

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NOW THIS SALE DEED WITNESSES AS FOLLOWS:

1. The recitals I to XVII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.15,34,50,000/- (Rupees Fifteen Crores Thirty Four Lakhs Fifty Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No ICICR52020123000897420 dated 30/12/2020 in favour of the Confirming Party - Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577298 dated 30/12/2020 drawn on ICICI Bank, M.G.Road Branch, Bangalore; By way of Demand Draft ~~Demand Draft~~ No. 577297 dated 30/12/2020 drawn on ICICI Bank, M.G.Road Branch, Bangalore in favour of the Vendor; Exclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents

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whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVII are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of the Sale Deed, **'Applicable Law/s'** shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be

unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and

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there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except of a portion of the larger lands in Sy No. 10 which is earmarked for a Pathway (karab) which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and;

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

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Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to

the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. INDEMNITY:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits,

actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 10 measuring 4 Acres 38 Guntas and 3 Guntas of B Kharab *vide* Conversion Order No. ALN(D)SR.07/2008-09 dated 28.10.2008 and Conversion Order No.ALN(D)SR 262/2007-08 dated 05.09.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.17/1 and Sy.No.17/3 of Gullobanahalli Village;
West By :	Land in Sy.No.11/3 of Gullobanahalli Village and Railway Track;
North By:	Land in Sy.No.11/3 of Gullobanahalli Village;
South By:	Devanahalli Village Boundary and thereafter Sy.No.83 and Sy.No.84/1 of Devanahalli Village.

Market Value of the Schedule Property hereby conveyed is Rs.16,33,50,000/- (Rupees Sixteen Crore Thirty-Three Lakhs Fifty Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

VENDOR
Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY
Authorised Signatory

For Jaganmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. GANESHA
No. 130/1, II Cross Road, B'lore - 42.

2. Devaraj T.K (DEVARAJ T.K)
13/1, Ulsoor Road
Bangalore 42

Drafted by:

Anitha
Advocate.
Bangalore.

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20-21

ಈ ದಸ್ತಾವೇಜು 11 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore ("**Sale Deed**"):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12 2020

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 2983200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2719200.00	DD No 535481 Rs 2719200/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	264000.00	DD No 535495 Rs.264000/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	2983200.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the '**PURCHASER**', which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.11/2 measuring 1 Acre 24 Guntas (excluding 2 Guntas of B Kharab) situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, the details of which is morefully described hereunder in the Schedule and hereinafter referred to as '**Schedule Property**'.

II. WHEREAS, the Schedule Property originally was part of land in Sy.No.11 measuring 4 Acres 8 Guntas (including 4 Guntas of B Kharab) (Larger Property), which was subsequently phodied into two portions namely 34 Guntas was assigned with Sy.No.11/1 and 3 Acres 14 Guntas was assigned with Sy.No.11/2. The said Sy.No.11/2 measuring 3 Acres 14 Guntas belonged to one Munishamaiah family, who partitioned their family properties including

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ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 03:18:40 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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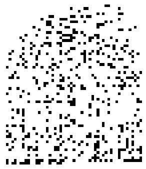
1	ನೋಂದಣಿ ಶುಲ್ಕ	528000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	[illegible] ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	528810.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy			

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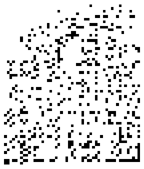
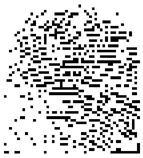
ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Con Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmed (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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land in Sy.No.11/2 vide Partition Deed dated 20.04.1945 registered as document No.1409/1944-1945 of Book-I, Volume 488, at Pages 48 to 59 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said partition dated 20.04.1945 between the family members of Munishamaiah namely Bommaiah, Nanjappa, Venkataramanappa all children of Munishamaiah and Munishamappa and Byamma (both being minor children of late Annaiah S/o Munishamaiah and represented by his paternal uncle Venkataramanappa), the extent of 3 Acres 14 Guntas in Sy.No.11/2 was partitioned as under:

(a)An extent of 1 Acre 26 Guntas was allotted to the share of Munishamappa (minor son of late Annaiah);

(b)Remaining extent of 1 Acre 26 Guntas was allotted to the share of Venkataramanappa S/o Munishamaiah (the Schedule Property).

III. WHEREAS, the said Venkataramanappa S/o Munishamaiah died intestate leaving behind him, his Wife Muninarasamma and Children B.V.Annaiah Reddy, B.V.Rama Reddy and B.V.Krishna Reddy. The said B.V.Annaiah Reddy @ Annayappa Reddy also died leaving behind him his wife Pushpamma and other children. Subsequently, Muninarasamma W/o Late Venkataramanappa and his children including Pushpamma W/o late B.V.Annaiah Reddy @ Annayappa Reddy Partitioned their family properties including the land in Sy.No.11/2 measuring 1 Acre 26 Guntas being the Schedule Property vide Partition Deed dated 26.09.1994 registered on 23.11.1994 as document No.1458/1994-95 of Book-I, Volume No.1533, at Pages 210-219 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District read with rectification deed dated 17.10.1995 registered as document No.805/1995-96 of Book-1, Volume 1595, at Pages 207-208 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition the land in Sy.No.11/2 measuring 1 Acre 26 Guntas being the Schedule Property was allotted to the share of Smt. Pushpamma W/o late Annaiah Reddy (S/o Late Venkataramanappa) and the Khatha of the property got transferred in her name vide MR No.8/1995-96.

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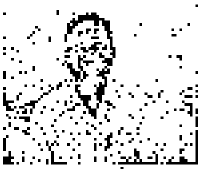
3	M/S. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory Mr. Shaik Mohamad Hussain (Confirming Party). ([illegible])			

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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IV. WHEREAS, subsequently the said Smt Pushpamma W/o Late Annaiah Reddy as vendor and joined by his children Govinda Reddy, Venugopala Reddy @ A.Gopala Reddy and Smt Manjula as consenting witnesses conveyed the Schedule Property in favour of Sri Syed.Saleha S/o Magdoom Hussain by way of a Sale Deed dated 11.06.1996 registered as document No.1111/1997-98 of Book-1, Volume No 1710, at pages 38 to.44 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The Khatha of the Schedule Property was transferred in the name of said Syed Saleha vide MR No.5/1998-99.

V. WHEREAS, based on an application filed by the Mr.Syed Saleha, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion No.ALN(D)SR.07/2008-09 dated 28.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VI. WHEREAS, the said Mr.Syed Saleha, upon conversion, conveyed the Schedule property in favour of the Vendor herein by way of a Sale deed dated 16.12.2009, registered document No.4680/2009-10 of Book-I, stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore read with Confirmation deed (executed by A Shobha D/o late Annaiah Reddy, Shilpa N and Sunil Kumar G K both are children of late Nagaraju and late Renuka (Renuka being the daughter of late Annaiah Reddy) dated 09.09.2019 registered as document No.5562/19-20 of Book-I, CD No.DNHD859 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, and another Confirmation deed (executed by K Harish Kumar S/o B V Krishna Reddy, Lavanya K D/o B V Krishna Reddy and Anil Kumar K S/o B V Krishna Reddy) dated 27.09.2019 registered document No.6197/19-20 of Book-1, in CD No.DNHD871 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

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ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

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VIII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

IX. WHEREAS, In this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

X. Solely relying on the representations, warranties, undertakings and covenants and Indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.4,96,00,000 (Rupees Four Crores Ninty Six Lakhs Only)** (hereinafter referred to as "**Total Sale Consideration**").

XI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth

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ಸಂಖ್ಯೆ DNH-1-07305-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಚ್.ಎಸ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS Pune

in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.4,96,00,000 (Rupees Four Crores Ninty Six Lakhs Only)** the details are as per Annexure – A attached to the Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents,

issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

a) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XII are true, complete and accurate in all respects;

b) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

c) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

d) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

e) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

f) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

g) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

h) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy

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the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

i) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

j) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

k) Save and except of portion of lands of the larger lands in Sy No. 11/2 which is earmarked for a Pathway (karab) which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

l) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

m) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other

payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

n) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

o) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

p) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

q) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

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r) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

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8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, Investigation, or formal or informal Inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledges that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

All that piece and parcel of residential converted undeveloped land bearing Survey No. 11/2 measuring 1 Acres 24 Guntas (excluding 2 Guntas of B Kharab) vide Conversion Order No.ALN(D)SR.07/2008-09 dated 28.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By:	Land in Sy.No.15/1 & 11/3 of Gullobanahalli Village;
West By:	Railway Track in Sy.No.11/1 of Gullobanahalli Village;
North By:	Land in Sy.No.12/1 of Gullobanahalli Village;
South By:	Land in Sy.No.11/3 of Gullobanahalli Village:

Market Value of the Schedule Property hereby conveyed is Rs.5,28,00,000/- (Rupees Five Crore Twenty Eight Lakhs Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE – A

Total Sale Consideration of Rs.4,96,00,000 (Rupees Four Crores Ninty Six Lakhs Only) paid as under:

I.

Sl.No.	Amount	DD/Cheque No. drawn on Andhra Bank, N.R.Road Branch, Bangalore	Dated
1	10,50,000	No.625298	dt.06.09.2019
2	10,50,000	No.624299	dt.06.09.2019
3	5,00,000	No.625300	dt.06.09.2019
4	1,33,900	No.625301	dt.06.09.2019
5	13,000	No.625302	dt.06.09.2019
6	26,000	No.625303	dt.06.09.2019
TOTAL	**27,72,900**		

II. By way of RTGS vide UTR No. ICICR52020123000819430 dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft dated 30.12.2020 drawn on ICICI Bank, M.G.Road Branch, Bangalore; By way of Demand Draft No.______ dated 30.12.2020 drawn on ICICI Bank, M.G.Road Branch, Bangalore in favour of the Vendor; TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

VENDOR

Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jagannmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road B'lore-42.

2. Devaraj.T.K (DEVARAJ.T.K)
130/1 Ulsoor Road
Bangalore - 42

Drafted by:

Advocate
Bangalore.

ಈ ದಸ್ತಾವೇಜು 23 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ: M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr Vishnu Moorthi L Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 3262875.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2974125.00	DD No 535482 Rs.2974125/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,RPC MUMBAI
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	288750.00	DD No 535497 Rs.288750/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	3262875.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2[illegible]

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by [illegible]

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.12/1 measuring 1 Acre 30 Guntas (excluding 2 Guntas of B Kharab) situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, the details of which is morefully described hereunder in the Schedule and hereinafter referred to as '**Schedule Property**'.

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ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 03:23:47 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ನಮೂದಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	577500.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	840.00
3	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	578380.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy			

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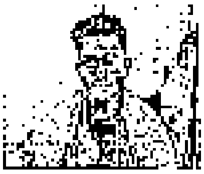
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟವರಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ತಂದೆ R Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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II. WHEREAS, the Schedule Property was originally a portion of Sy.No.7 (later re-numbered as Sy.No.12) belonged to one Sri Nanjundappa Family. The said Sri Nanjundappa and his children Doddamunishamappa, Chikkamunishamappa, Doddachannarayappa released their rights title and interest over the property measuring 2 Acres 18 Guntas in Sy.No.7 (thereafter re-numbered as Sy.No.12) vide Release Deed dated 22.08.1926 registered as document No.446/1926-27 of Book-I, Volume 256 at Pages 469 to 471 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, in favour of Chikka Chennarayappa S/o Nanjundappa.

III. WHEREAS, the said Chikka Chennarayappa S/o Nanjundappa conveyed the property measuring 2 Acres 18 Guntas in Sy.No.7 vide Sale Deed dated 08.01.1945 registered document No.923/1944-45 of Book-I, Volume No.484, Pages 25 to 28 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District in favour of Venkataramanappa. Subsequently, the parties identifying the mistake that crept in mentioning the Survey Number as 7 instead of 12 rectified the said sale deed rectifying the survey number as Sy.No.12 instead of Sy.No.7 by way of a rectification deed executed by Chikkachennarayappa S/o Nanjundappa in favour of Venkataramanappa Rectification Deed dated 19.05.1973 registered as document No.536/1973-74 of Book-I, Volume No.1118, Pages 64 to 65 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IV. WHEREAS, subsequently one of the son of Venkataramanappa namely Sri Rama Reddy along with his minor children released their rights, title and interest over the property measuring 14 Guntas out of 2 Acre 18 Guntas in Sy.No.12 in favour of his brother Sri B.V.Krishna Reddy vide Release Deed dated 30.07.1991 registered as document No.825/1991-92 of Book-I, Volume No.142 at Pages 7 to 9 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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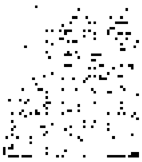
5	M/S. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory Mr. Shaik Mohamed Husean (Confirming Party) (ಒಪ್ಪಿಗೆದಾರ)			

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ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
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V. WHEREAS, the said Venkataramanappa died intestate and one of his son by name B.V.Annaiah Reddy @ Annayappa Reddy also died both leaving behind them, Muninarasamma W/o late Venkataramanappa, Smt.Pushpamma W/o Late Annaiah Reddy, B.V.Rama Reddy and B.V.Krishna Reddy. Later Muninarasamma W/o Late Venkataramanappa and her family members Partitioned their family properties including the 2 Acres 18 Guntas in Sy.No.12 vide Partition Deed dated 26.09.1994 registered on 23.11.1994 as document No.1458/1994-95 of Book-I, Volume No.1533, at Pages 210 to 219 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District read with rectification deed dated 17.10.1995 registered as document No.805/1995-96 of Book-I, Volume No.1595, at Pages 207 to 208 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition:

(a) an extent of 15 Guntas in Sy.No.12 was allotted to the share of Muninarasamma W/o Late Venkataramanappa.
(b) an extent of 14 Guntas in Sy.No.12 was allotted to the share of B.V.Krishna Reddy S/o Late Venkataramanappa.
(c) an extent of 1 Acre 01 Gunta in Sy.No.12 was allotted to the share of B.V.Krishna Reddy S/o Late Venkataramanappa and the same is mutated in his favour vide MR No.3/1996-97 and

Subsequent to the death of Venkataramanappa, the katha pertaining to remaining portion of 26 Guntas of land in Sy.No.12 was transferred in the name of Sri B V Krishna Reddy vide MR No.2/2008-09.

VI. WHEREAS, the said Muninarasamma W/o Late Venkataramanappa who was allotted 15 Guntas in Sy.No.12 as per Partition Deed dated 26.09.1994 executed a Will dated 27.09.1994 registered as document No.71/1994-95 of Book-III, Volume No. 39, at Pages 96 to 99 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District bequeathing her share of 15 Guntas in Sy.No.12 in favour of her son B.V.Krishna Reddy. Upon the death of Muninarasamma on 26.12.1994 the Khatha for this 15 Guntas in Sy.No.12 was mutated in the name of B.V.Krishna Reddy vide MR No.4/1996-97.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಶಿವಾಜಿನಗರ

Kept Pending for Technical Problem

Designed and Developed by C-DAC, ACTS Pune

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ಶಿವಾಜಿನಗರ

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VII. WHEREAS, thus in the above said manner B.V.Krishna Reddy S/o late Venkataramanappa became the absolute owner in possession of 1 Acre 30 Guntas in Sy.No.12 (comprising of 1 Acre 01 Guntas and 14 Guntas allotted to him in the said Partition Deed dated 26.09.1994 and 15 Guntas bequeathed by his mother Muninarasamma under Will dated 27.09.1994) morefully described in the schedule hereunder and hereinafter referred to as Schedule Property.

VIII. WHEREAS, the said Sri B.V.Krishna Reddy S/o Late Venkataramanappa conveyed the Schedule Property in favour of Mr.Syed Saleha S/o Magdoom Hussain by way of a Sale Deed dated 11.06.1996 registered as document No.1098/1996-97 of Book-I, Volume No.1707, at pages 150 to 155 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The Khatha of the Schedule Property was transferred in the name of Mr Syed Saleha vide MR No.6/1998-99.

IX. WHEREAS, on an application filed by the Mr.Syed Saleha, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR07/2008-09 dated 28.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

X. WHEREAS, the said Mr.Syed Saleha, upon conversion, conveyed the Schedule property in favour of the Vendor herein - M/s Coppers Coin Realty Private Ltd., by way of a Sale deed dated 16.12.2009, registered document No.4580/2009-10 of Book-I, stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore read with Confirmation Deed (executed by K Harish Kumar, Lavanya K and Anil Kumar K all children of B.V.Krishna Reddy) dated 27.09.2019 registered as document No.6196/19-20 of Book-1, CD No.DNHD871 in the office of the Sub Registrar Devanahalli Bangalore Rural District. Thus, the Vendor herein became the absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property to the exclusion of all others.

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಆದೇಶಿಸಿದೆ.

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ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-07302-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC, ...

ಹೆಚ್.ಎಸ್.. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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XI. WHEREAS, the total extent of land in Sy.No.12 was 2 Acres 18 Guntas (exclusive of 3 Guntas of B Kharab) and the same was phodied on 31.05.2011 and divided into two parcels i.e. Sy.No.12/1 measuring 1 Acre 30 Guntas (excluding 2 Guntas of B Kharab) belonging to the Vendor herein (Schedule Property) and Sy.No.12/2 measuring 26 guntas (excluding 01 Gunta of B Kharab) being the land belonging to Mr.B.V.Krishna Reddy.

XII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XIII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XIV. WHEREAS, In this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XV. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.5,42,50,000/- (Rupees Five Crore Forty Two Lakhs Fifty Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XVII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS SALE DEED WITNESSES AS FOLLOWS:

1. The recitals I to XVII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.5,42,50,000/- (Rupees Five Crore Forty Two Lakhs Fifty Thousand Only)**, the details are as per Annexure - A attached to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to

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the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVII are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except of a portion of the larger lands in Sy No. 12/1 which is earmarked for a Pathway (karab) which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

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o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or Income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to

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be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and;

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

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8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the

assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to

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Indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 12/1 (Old Sy.No.12) measuring 1 Acres 30 Guntas (excluding 2 Guntas of B Kharab) vide Conversion Order No.ALN(D)SR07/2008-09 dated 28.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.15/1 of Gullobanahalli Village;
West By :	Railway Property;
North By:	Land in Sy.No.12/2 of Gullobanahalli Village;
South By:	Land in Sy.No.11/2 of Gullobanahalli Village.

Market Value of the Schedule Property is Rs.5,77,50,000/- (Rupees Five Crores Seventy Seven Lakhs Fifty Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

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ANNEXURE - A

Total Sale Consideration of Rs.5,42,50,000/- (Rupees Five Crore Forty Two Lakhs Fifty Thousand Only) paid as under:

I.

Sl.No.	Amount	DD/Cheque No. drawn on Andhra Bank, N.R.Road Branch, Bangalore	Dated
1	10,00,000	No.625305	dt.26.09.2019
2	5,00,000	No.625306	dt.26.09.2019
3	10,00,000	No.625307	dt.26.09.2019
4	1,28,750	No.625308	dt.26.09.2019
5	12,500	No.625309	dt.26.09.2019
6	25,000	No.625310	dt.26.09.2019
TOTAL	**26,66,250**		

II. By way of RTGS vide UTR No. ICICR52020123100819430 dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft, No.577247, dated 30.12.2020 drawn on ICICI Bank, M.G.Road Branch, Bangalore; By way of Demand Draft Demand Draft dated 30.12.2020, No.577248 drawn on ICICI Bank, M.G.Road, Branch, Bangalore in favour of the Vendor; included TDS as applicable at 0.75% deposited to Government of India to the Vendor Account

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

VENDOR

Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jagannmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
No. 1301, Ulsoor Road B'lore-42.

2. (DEVARAJ T.L.)
1301, Ulsoor road
Bangalore-42.

Drafted by:

Anitha
Advocate
Bangalore

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7091/20-21

SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore (**"Sale Deed"**).

BY AND BETWEEN:

(1) **MR. S. NAZEER KHAN,** S/o late Ahammed Khan, Aged about 69 years, Residing at Residing at Sunnakal Village, Srinivasapura Taluk, Kolar District. **[PAN: BZDPK6120J]**; [Aadhar No.574227466337]

(2) **M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106],** A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"VENDORS"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi F, Rep by SPA Holder Mr. R. Veerabhadraswamy . ರವರು 990600.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಸ್ವೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	902900.00	DD No 535529 Rs.902900/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	87700.00	DD No 535541 Rs.87700/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	990600.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/20[illegible]

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi I! authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS;

1. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.17/2 measuring 21.25 Guntas situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described in the Schedule hereunder and hereinafter referred as "**Schedule Property**". A sketch of the Schedule Property demarcating the Schedule Property in the Sketch annexed hereto as **Annexure – A**.

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ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 02:59:16 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	175350.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	805.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	176195.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

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ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy			

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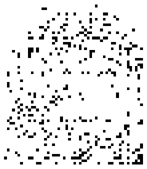
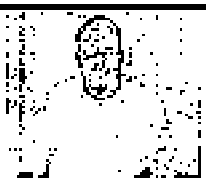
ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
.	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R Veerabhadraswamy . ಪರ B. Ravanna (ಬರೆದುಕೊಡುವವರು)			
2	ಎನ್ ಶೇಖರ್ ಬಾಬು ಬಿನ್ [illegible] (ಪಡೆದುಕೊಳ್ಳುವವರು)			

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II. WHEREAS, the Schedule Property was originally a portion of Sy.No.7 (later re-numbered as Sy.No.12) belonged to one Sri Nanjundappa Family. The said Sri Nanjundappa and his children Doddamunishamappa, Chikkamunishamappa, Doddachannarayappa released their rights title and interest over the property measuring 2 Acres 18 Guntas in Sy.No.7 (thereafter re-numbered as Sy.No.12) (exclusive of 3 Guntas of B Karab) (hereinafter referred to as the **'Larger Property')** in favour of Chikka Chennarayappa S/o Nanjundappa vide Release Deed dated 22.08.1926 registered as document No.446/1926-27 of Book-I, Volume 256 at Pages 469 to 471 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

III. WHEREAS, the said Chikka Chennarayappa S/o Nanjundappa conveyed the said Larger Property in favour of Venkataramanappa vide Sale Deed dated 08.01.1945 registered document No.923/1944-45 of Book-I, Volume No.484, Pages 25 to 28 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. Subsequently, the parties identifying the mistake that crept in mentioning the Survey Number as 7 instead of 12 rectified the said sale deed dated 08.01.1945 rectifying the survey number as Sy.No.12 instead of Sy.No.7 by way of a rectification deed executed by Chikkachennarayappa S/o Nanjundappa in favour of Venkataramanappa vide Rectification Deed dated 19.05.1973 registered as Document No.536/1973-74 of Book-I, Volume No.1118, at Pages 64 to 65 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IV. WHEREAS, subsequently, from and out of the Larger Property, one of the son of Venkataramanappa namely Sri Rama Reddy along with his minor children released their rights, title and interest over the property measuring 14 Guntas in Sy.No.12 in favour of his brother Sri B.V.Krishna Reddy vide Release Deed dated 30.07.1991 registered as document No.825/1991-92 of Book-I, Volume No.142 at Pages 7 to 9 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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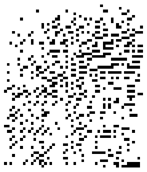
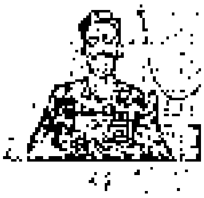
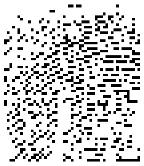
3	M/s. Coppers Coin Realty Private Limited Rep by its Director Mr.Faiz Ahmed . (ಬರೆಸಿಕೊಂಡವರು)			
4	M/s. Scotts Plantations Private Limited Rep by its Director. Mr. Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			

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V. WHEREAS, the said Venkataramanappa died Intestate and one of his son by name B.V.Annaiah Reddy @ Annayappa Reddy also died both leaving behind them, Muninarasamma W/o late Venkataramanappa, Smt.Pushpamma W/o Late Annaiah Reddy, B.V.Rama Reddy and B.V.Krishna Reddy. Later Muninarasamma W/o Late Venkataramanappa and her family members Partitioned their family properties including land the Larger Property vide Partition Deed dated 26.09.1994 registered as Document No.1458/1994-95 of Book-I, Volume No.1533, at Pages 210 to 219 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District read with rectification deed dated 17.10.1995 registered as Document No.805/1995-96 of Book-I, Volume No.1595, at Pages 207 to 208 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 26.09.1994:

(a) an extent of 15 Guntas in Sy.No.12 was allotted to the share of Muninarasamma W/o Late Venkataramanappa.
(b) an extent of 14 Guntas in Sy.No.12 was allotted to the share of B.V.Krishna Reddy S/o Late Venkataramanappa.
(c) an extent of 1 Acre 01 Gunta in Sy.No.12 was allotted to the share of B.V.Krishna Reddy S/o Late Venkataramanappa and the same is mutated in his favour vide MR No.3/1996-97 and

Subsequent to the death of Venkataramanappa, the katha pertaining to remaining portion of 26 Guntas of land in Sy.No.12 (**"Said Property"**) was transferred in the name of Sri B V Krishna Reddy vide MR No.2/2008-09.

VI. WHEREAS, the said Muninarasamma W/o Late Venkataramanappa who was allotted 15 Guntas in Sy.No.12 as per Partition Deed dated 26.09.1994 executed a Will dated 27.09.1994 registered as document No.71/1994-95 of Book-III, Volume No. 39, at Pages 96 to 99 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District bequeathing her share of 15 Guntas in Sy.No.12 in favour of her son B.V.Krishna Reddy. Upon the death of Muninarasamma on 26.12.1994 the Khatha for this 15 Guntas in Sy.No.12 was mutated in the name of B.V.Krishna Reddy vide MR No.4/1996-97.

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1	Ganesha S/o Sanjeeva No. 130/1, Ujjoor Main Road, Ujjoor Bangalore-42	[signature]
2	Devaraj T K S/o Kodandaram No. 130/1, Ujjoor Main Road, Ujjoor Bangalore-42	[signature]

[signature]
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ದೇವನಹಳ್ಳಿ

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ಸಿ.ಡಿ. ನಂಬರ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ [illegible] ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

[signature] 01/10/2020

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಹೆಚ್.ಎನ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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VII. WHEREAS, thus in the above said manner B.V.Krishna Reddy S/o late Venkataramanappa became the absolute owner in possession of land measuring 1 Acre 30 Guntas in Sy.No.12 (comprising of 1 Acre 01 Guntas and 14 Guntas allotted to him in the said Partition Deed dated 26.09.1994 and 15 Guntas bequeathed by his mother Muninarasamma under Will dated 27.09.1994) and the Said Property - measuring 26 Guntas in Sy.No.12, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

VIII. WHEREAS, the said Sri B.V.Krishna Reddy S/o Late Venkataramanappa conveyed an extent of 1 Acre 30 Guntas (exclusive of 2 Guntas of B Karab) in favour of Mr.Syed Saleha S/o Magdoom Hussain by way of a Sale Deed dated 11.06.1996.

IX. WHEREAS, later the said B V Krishna Reddy S/o Venkataramanappa, joined by his wife Shanthamma and Children namely (a) K Harisha, (b) Lavanya and (c) K Anil conveyed the Said Property - measuring 26 Guntas in Sy.No.12 in favour of the Vendor No.1 herein vide Sale Deed dated 28.05.2011 registered as Document No.DNH-1-01182/2011-12 of Book-I, and stored in CD No.DNHD227 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the Said Property was transferred in the name of the Vendor herein vide MR No.1/2011-12.

X. WHEREAS, subsequently, the Larger Property was phodied on 31.05.2011 and divided into two portions:

(a) an extent of land measuring 1 Acre 30 Guntas (excluding 2 Guntas of B Kharab) which was conveyed by the said B.V.Krishna Reddy S/o Late Venkataramanappa in favour of Mr Syed Saleha S/o Magdoom Hussain was assigned with Sy.No.12/1.

(b) The remaining extent of 26 Guntas (excluding 1 Guntas of B karab) conveyed by B.V.Krishnareddy in favour of the Vendor No.1 herein was assigned with Sy.No.12/2 (The Said Property).

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XI. WHEREAS, based on an application filed by the Vendor No.1, the Said Property measuring 26 Guntas in Sy.No.12/2 is converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(DK)SR/85/2012-13 dated 03.04.2014 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XII. WHEREAS, from and out of the Said Property, an extent of 505 Sq.Mtrs (approximately 0.04.12 Guntas) has been acquired by the National Highway Authority of India for the formation of Road as per the Notification dated 08.09.2012 vide No.S.O.2111(E) issued by the Government of India which is mutated in the MR No.H4/2015-16.

XIII. WHEREAS, after the acquisition of a portion of the Said Property stated above by the National Highway Authority of India, the extent remained with the Vendor No.1 herein is land measuring 21.4 Guntas in Sy.No.12/2, which is morefully described in the Schedule hereunder and hereinafter referred to as Schedule Property.

XIV. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

XV. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

XVI. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XVII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.45,68,750/- (Rupees Fourty Five Lakhs Sixty-Eight Thousand Seven Hundred and Fifty Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS;

1. The recitals I to XVIII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid **Rs.25,00,000/- (Rupees Twenty Five Lakhs Only)** from and out of Demand Draft No.625377, dated 30.12.2020, issued by Andhra Bank, N R Road Branch, Bangalore in favour of the Vendor No.1 inclusive of TDS deducted @ 0.75% and Rs.20,68,750/- (Twenty Lakhs Sixty Eight Thousand Seven Hundred and Fifty only) from and out of Cheque No.000093 dated 29.12.2020 drawn on Andhra Bank, N R Road Branch, Bangalore in favour of Vendor No.2 inclusive of TDS deducted @ 0.75%.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors, does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVIII are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) There is a Pathway which is passing through Sy.No.12/2 which is excluding of total extent of the Schedule Property;

o) The Schedule Property or any part thereof is not reserved for any public purpose;

p) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway

Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

q) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

r) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

s) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

t) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

u) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times

hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser, and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause **9.1**, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

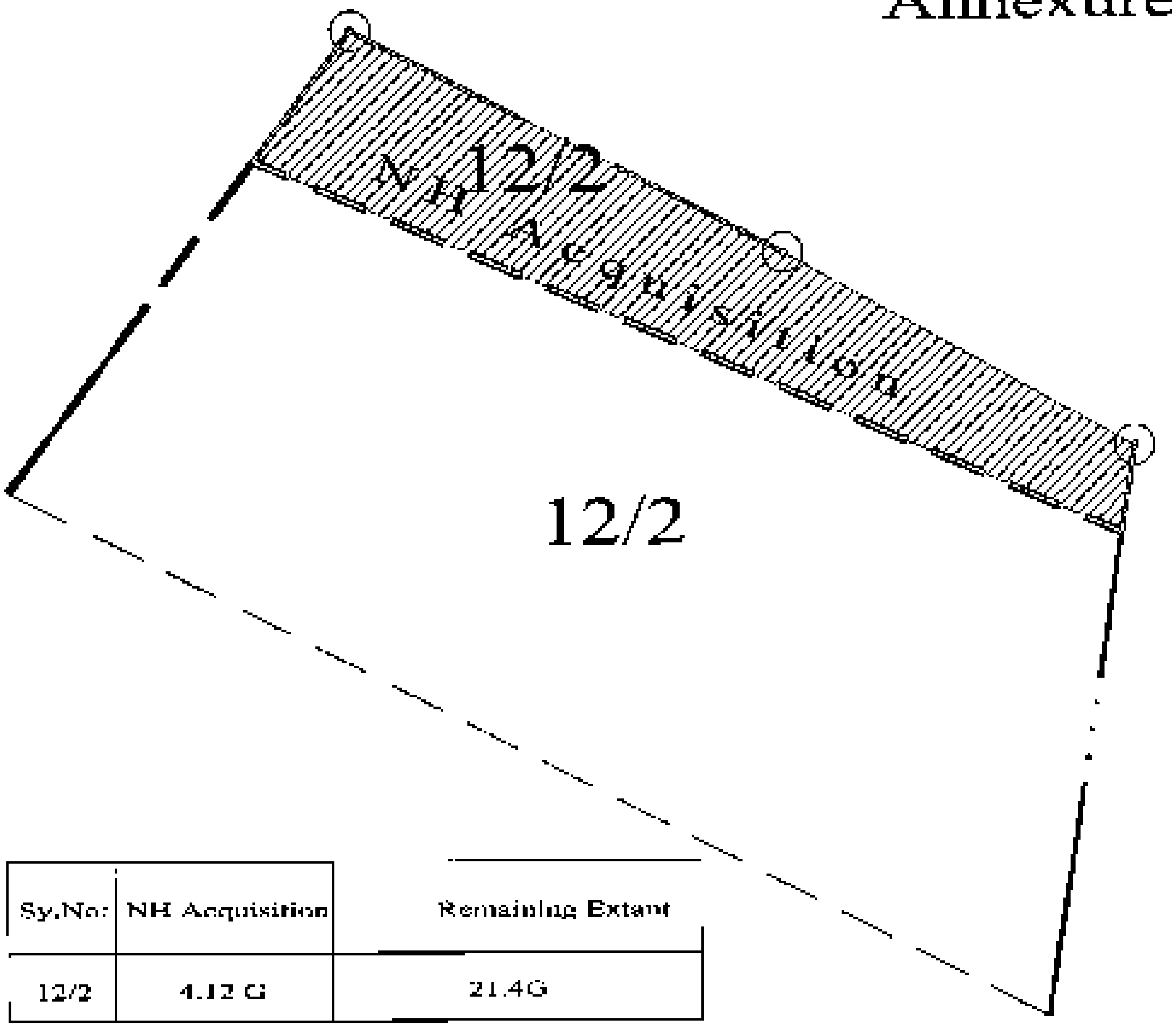
All that piece and parcel of converted undeveloped land bearing Survey No.12/2 measuring 21.4 Guntas (excluding 01 Guntas of B Kharab) [illegible] vide Conversion Order No.ALN(DK)SR/85/2012-13 dated 03.04.2014 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By	:	Land in Sy.No.15/1 of Gullobanahalli Village;
West By	:	Railway Boundary;
North By	:	Remaining land in same survey number acquired by NHAI;
South By	:	Land in Sy.No.12/1 of Gullobanahalli Village:

Market Value of the Schedule Property is Rs.1,75,32,000/- (Rupees One Crores Seventy Lakhs Thirty Two Thousand Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

[ANNEXURE A FOLLOWS]

Annexure A



Sy.No:	NH Acquisition	Remaining Extant
12/2	4.12 G	21.4G

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

DIRECTOR
VENDOR No.2

DIRECTOR
CONFIRMING PARTY

For Jaganmata Property Developers Private Limited

PURCHASER
Director

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore - 560042.

2. (DEEPAK T.K)
30/1 Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore

ಈ ದಸ್ತಾವೇಜು 26 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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I 7306 / 2021

DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty first Day of December Two Thousand Twenty (31.12.2020) at Bangalore ("**Sale Deed**"):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by it's Authorised Signatory Mr Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರು 6292690.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	5735815.00	DD No 577291 Rs.5735815/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	556875.00	DD No 577293 Rs.556875/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	6292690.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune.

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

1. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in (1) Survey No.16/1 measuring 24 Guntas (inclusive of 1.5 Guntas of Converted Kharab) (morefully described in the Schedule hereunder and hereinafter referred to as Item No.I) and (2) Sy.No.16/2 measuring 2 Acre 30.4 Guntas (inclusive of 5 Guntas of converted Kharab) (morefully described in the Schedule hereunder and hereinafter referred to as Item No.II), both situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. Item No.I and Item No.II Schedule Property are collectively referred to as '**Schedule Property**'. The Item No. I and Item No.II Schedule

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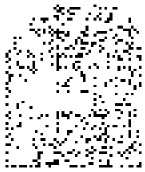
ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 03:28:50 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1113750.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	945.00
3	ಮ್ಯುಟೇಷನ್ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1114735.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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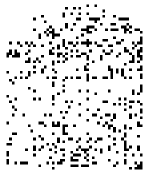
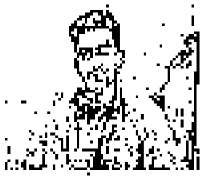
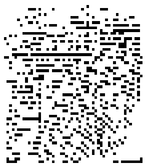
ಬರೆದುಕೊಟ್ಟವರಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy , ಪರ B Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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Property are delineated in the sketch attached to the sale deed as Annexure – A.

II. WHEREAS, Item No.I and Item No.II Schedule Property originally was part of land in Sy.No.16 measuring 6 Acres 28 Guntas and 8 Guntas of Karab (Larger Property), situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which belonged to Narayanappa S/o Nangiramaiah family. Subsequently the family members of Narayanappa namely Narayanappa S/o late Nanjundappa (Nanjundappa being son of Late Narayanappa), Chikkaramaiah S/o Late Narayanappa, Thirumanappa S/o Late Narayanappa Partitioned their family properties including the Larger Property vide Partition Deed dated 15.10.1949 registered as Document No.819/1949-50 of Book-I, Volume 573 at Pages 27 to 30 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 15.10.1949, the Larger Property was partitioned as under:

(a) an extent of land measuring 3 Acres 14 Guntas in Sy.No.16 was allotted to the share of Thirumanappa S/o Narayanappa;

(b) and remaining 3 Acres 14 Guntas in Sy.No.16 was allotted to the share of Narayanappa S/o late Nanjundappa.

III. WHEREAS, Subsequently, the Larger Property has been phodied into four (4) parts and identified as Sy.Nos. 16/1, 16/2, 16/3 and 16/4. Upon phodi based on physical possession, the extent that was allotted to the share of Thirumanappa S/o Narayanappa in the partition deed dated 15.10.1949 was assigned with Sy.No.16/1 with an extent of 2 Acres 39 Guntas and the remaining extent that was allotted to the share of Narayanappa S/o Nanjundappa in the partition deed dated 15.10.1949 was assigned with Sy.No.16/2 with an extent of 3 Acres 20 Guntas.

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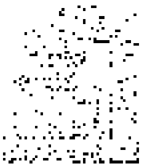
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory, Mr. Shaik Mohamed Husain (Confirming Party) (ಒಪ್ಪಿಗೆದಾರ)			

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IV. WHEREAS, subsequent to the death of Tirumanappa S/o Narayanappa, the family members of late Tirumanappa, namely Lakshmaiah, Narayanaswamy, Muninarayanappa, and Muniyappa partitioned their family properties including Sy.No.16/1 measuring 2 Acres 39 Guntas vide Partition Deed dated 27.11.1978 registered as Document No.1657/78-79 of Book-I, Volume 1230, at Pages 743 to 750 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In terms of the said Partition dated 27.11.1978, the said extent of 2 Acres 39 Guntas was partitioned as under:

(a) an extent of 39 2/3rd Guntas in Sy.No.16/1 was allotted under Schedule C to the share of Narayanaswamy;
(b) An extent of 39 2/3rd Guntas in Sy.No.16/1 was allotted under Schedule 'D' to the share of Muninarayanappa; and
(c) an extent of 39 2/3rd Guntas in Sy.No.16/1 was allotted under Schedule E to the share of Muniyappa.

V. WHEREAS, the said Muninarayanappa conveyed his share in Sy.No.16/1 i.e. 39 2/3rd Guntas in favour of his wife G Venkatalakshmamma vide Sale Deed dated 16.12.1978 registered as Document No.1749/78-79 of Book-I, Volume 1232 at Pages 75 to 77 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khata of the property transferred in her name vide MR No.17/1980-81. The said G. Venkatalakshmamma W/o Muninarayanappa, as vendor and joined by his husband Muninarayanappa and their son D.M.Kumar as consenting witnesses conveyed an extent of 39 Guntas in favour of Syed Saleha vide Sale Deed dated 18.07.1996 registered as Document No.1134/1996-97 of Book-I, Volume 1707 at Pages 185 to 189 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS, after the death of Narayanappa S/o Nanjundappa, the katha of the land measuring 3 Acres 20 Guntas in Sy.No.16/2 was transferred in the name of his legal heirs as under:

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore 42	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

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ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS Pune

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(a) An extent of 1 Acre 30 Guntas in Sy.No.16/2 was transferred in favour of Nanjundappa S/o late Narayanappa.

(b) An extent of 1 Acre 30 Guntas in Sy.No.16/2 was transferred in favour of Muniyappa W/o late Nanjundappa.

vide M.R.No.2/1991-92 as per IHR No.36/91-92.

VII. WHEREAS, the said Nanjundappa and Muniyappa joined by his children namely Krishnappa and Narayanaswamy executed an agreement to sell vide Agreement dated 21.11.1995 registered as Document No.2433/95-96, in Book I, volume 1576, at pages 179-185 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District agreeing to convey the said land in Sy.No.16/2 measuring 3 Acres 20 Guntas in favour of C.Ashwathanarayana S/o late Chickappaiah. The said Nanjundappa and Muniyappa joined by his children Krishnappa and Narayanaswamy also executed a General Power of Attorney dated 21.11.1995 registered as document No.409/1995-96 in Book-IV, volume 39 at pages 109 to 114 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District in respect of 3 Acres 25 Guntas in Sy.No.16/2 in favour of Muninarayanappa.C.

VIII. WHEREAS, subsequently, the said Nanjundappa S/o Narayanappa and Muniyappa S/o Chikka Nanjundappa joined by his children Krishnappa and Narayanaswamy, all represented by their Power of Attorney holder Muninarayanappa.C, and Mr.C.Ashwathanarayana joined as consenting witnesses, conveyed the said extent of 3 Acres 20 Guntas in favour of Mr.Syed Saleha under two (2) sale deeds as under:

(a) An extent of 1 Acre 30 Guntas of land in Sy.No.16/2 vide Sale Deed dated 27.06.1996 registered as Document No.1115/1997-98 in Book-I, Volume 1709 at Pages 241 to 247 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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ಸಂಖ್ಯೆ DNH-1-07306-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC

ಹೆಚ್.ಎಸ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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(b) An extent of 1 Acre 30 Guntas of land in Sy.No.16/2 vide Sale Deed dated 27.06.1996 registered as Document No.1116/1997-98 in Book-I, Volume 1707 at Pages 168 to 172 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IX. WHEREAS in this manner Mr.Syed Saleha become the absolute owner in possession of all that piece and parcel of land measuring 1 Acre 2 Guntas in Sy.No.16/1 and land measuring 3 Acres 25 Guntas in Sy.No.16/2, both situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

X. WHEREAS on an application filed by Mr.Syed Saleha, the above mentioned properties namely land measuring 39 Guntas along with 3 Guntas of A Karab in all measuring 1 Acre 2 Guntas in Sy.No.16/1 and land measuring 3 Acres 20 Guntas along with 5 Guntas of A Karab in all measuring 3 Acres 25 Guntas in Sy.No.16/2 were converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR 7/2008-09 dated 28.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XI. WHEREAS, the said Mr.Syed Saleha, upon conversion, conveyed the said property measuring 1 Acres 3 Guntas (including 3 Guntas of A Kharab) in Sy.No.16/1 and property measuring 3 Acres 25 Guntas (including 5 Guntas of A Kharab) in Sy.No.16/2 in favour of the Vendor herein by way of a Sale Deed dated 16.12.2009, registered Document No.DNH-1-04580/2009-10 of Book-I, stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore.

XII. WHEREAS, from and out of the properties stated above, an extent of 3233 Sq.Mtrs (approximately 32 Guntas) in the overall extent of 2 Acres (including 2 Guntas of Kharab) in Sy.No 16/1, and an extent of 3636 Sq.Mtrs (approximately 35 Guntas) in overall extent of 3 Acres 25 Guntas (including 5
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Guntas of Kharab) of Sy.No.16/2 has been acquired for formation of Road by the National Highway Authority of India as per the Notification dated 08.09.2012 vide No.S.O.2111(E) issued by the Government of India which is mutated in the MR No.H3/2014-15 with respect to Sy.No.16/1 and MR No.H4/2014-15 with respect to Sy.No.16/2.

XIII. WHEREAS, after the acquisition of a portion of the properties stated above by the National Highway Authority of India, the extent remained with the Vendor herein is (a) Land measuring 24 Guntas in Sy.No.16/1, which is morefully described in the Schedule hereunder and hereinafter referred to as Item No.1 Schedule Property, and (b) an extent of 2 Acres 30.4 Guntas in Sy.No.16/2 which is morefully described in the Schedule hereunder and hereinafter referred to as Item No.II Schedule Property.

XIV. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XV. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XVI. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XVII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the

Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.10,55,43,750/- (Rupees Ten Crore Fifty Five Lakhs Forty Three Thousand Seven Hundred Fifty Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XIX. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW SALE DEED WITNESSES AS FOLLOWS:

1. The recitals 1 to XIX contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

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3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.10,55,43,750/- (Rupees Ten Crore Fifty Five Lakhs Forty Three Thousand Seven Hundred Fifty Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000819430 dated 30/12/2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577298 dated 30/12/2020 drawn on M.G. Road Bank, ICICI Branch, Bangalore; By way of Demand Draft Demand Draft No. 577297 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents,

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issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIX are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims,

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mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

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h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except of portion of lands located situated on the outer boundary of the eastern side of the land in Sy.No.16/2 i.e. Item No.II of the Schedule Property which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

n) The Vendor have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition except the acquisition of lands to an extent of 3232 Sq.Mtrs on the southern side of the Item No.I Schedule Property (Sy.No.16/1) and 3636 Sq.Mtrs in the center of the Item No.II Schedule Property (Sy.No.16/2) by the National Highway Authority of India for the purpose of formation of Road which is excluded while calculating the total extent of the Schedule Property and there is no further reduction in the physically available extent of land in the Schedule Property.

o) The Schedule Property or any part thereof is not reserved for any public purpose;

p) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

q) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the

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Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

r) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

s) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (Including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

t) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

u) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

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v) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. <u>FURTHER ASSURANCES:</u>

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the

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rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the Khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. <u>INDEMNITY</u>:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property

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including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

Item No. I:

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 16/1 measuring 22.5 Guntas and 1.5 Guntas regularized and converted kharab (totally measuring 24 Guntas) vide Conversion Order No.ALN(D)SR 7/2008-09 dated 28.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.16/2 of Gullobanahalli Village;
West By :	Land in Sy.No. 14 of Gullobanahalli Village;
North By:	Sy.No.16/5 of Gullobanahalli Village;
South By:	Proposed Road in Same Sy.No.16/1 of Gullobanahalli Village.

Item No. II:

All that piece and parcel of residentially converted undeveloped land bearing Survey No.16/2 measuring 2 A 25.25 Guntas and 5 Guntas of regularized and converted kharab (totally measuring 2 acres 30.25 Guntas) vide Conversion Order No.ALN(D)SR 7/2008-09 dated 28.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Nala;
West By :	Land in Sy.No.16/1, 16/5 & 16/6 of Gullobanahalli Village;
North By:	Neeleri Village Boundary and thereafter Sy.No.36 of Neeleri Village;

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South By: Land in Sy.No.18 and Sy.No.16/4 of Gullobanahalli Village:

Item No.I and Item No.II is delineated in the sketch annexed to this Sale Deed at Annexure-A.

Market Value of the Schedule Property hereby conveyed is Rs.11,13,75,000/- (Rupees Eleven Crore Thirteen Lakhs Seventy Five Thousand only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD.

Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jagannmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road, B'lore-42.

2. (DEVARAJ T.K.)
130/1, Ulsoor road
Bangalore-42.

Drafted by:

Advocate
Bangalore.

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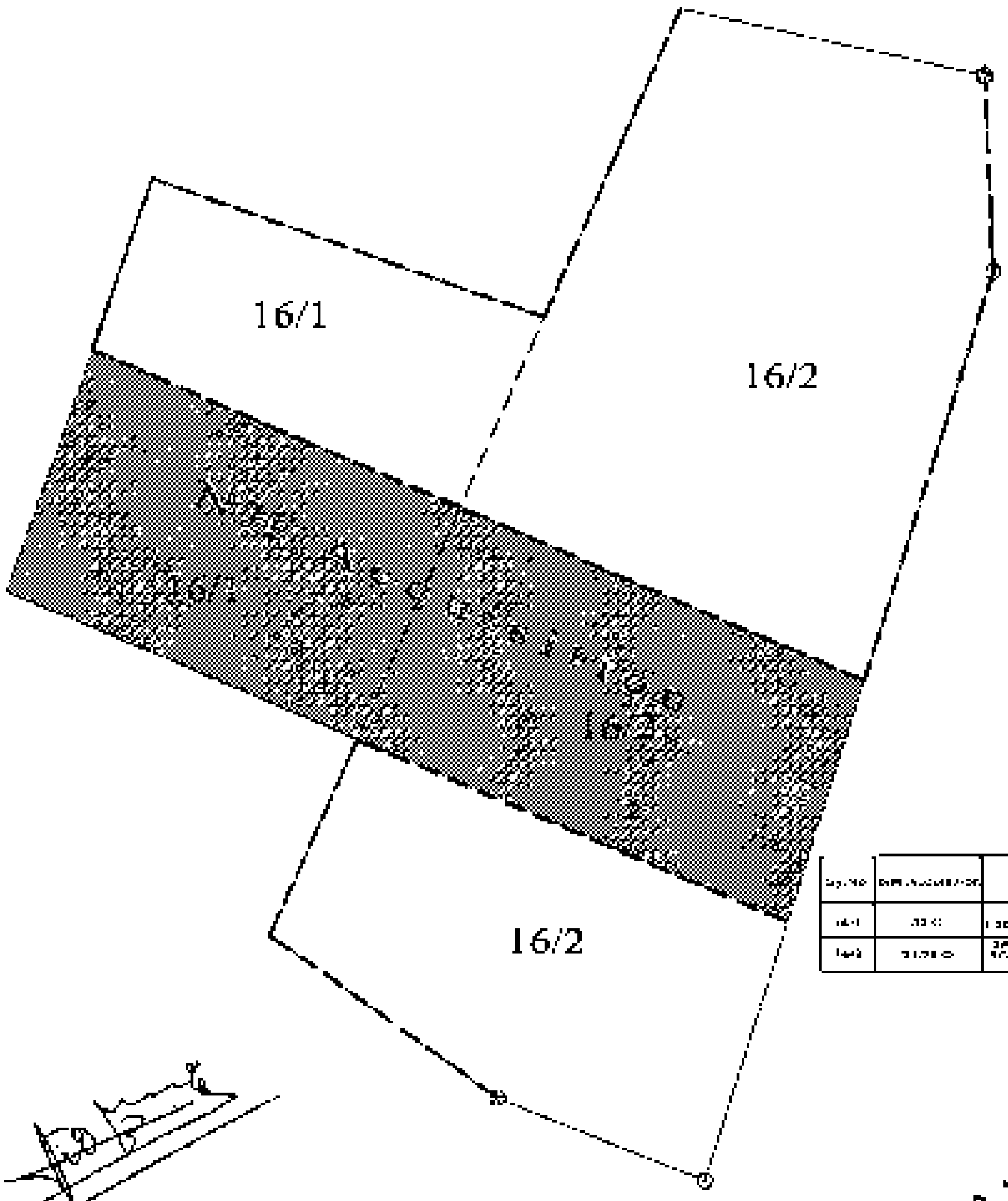
Annexure A



Sy. No	[illegible]	[illegible]
16/1	[illegible]	[illegible]
16/2	[illegible]	[illegible]

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the थर्टी फर्स्ट Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be Incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND;

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

.....೮.....ನೇ ಪುಸ್ತಕ.........7279/2021

ದಸ್ತಾವೇಜು........೩........ನೇ ಪುಟ

ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 6712200.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	6118200.00	DD No 535490 Rs.6118200/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	594000.00	DD No 535495 Rs.594000/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD
ಒಟ್ಟು :	6712200.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ

(ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune

3 ನೇ ಪುಸ್ತಕದ 7979/2021 ನೇ
ದಸ್ತಾವೇಜು 3 ನೇ ಪುಟ

IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the absolute owner in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.17/3 measuring 4 Acres 32 Guntas (including 3 Guntas of converted A Kharab) situated at Gollabanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as '**Schedule Property**'.

II. WHEREAS, the Schedule Property originally was having an extent of 4 Acres 29 Guntas and 3 Guntas of Karab belonged to one Annaiah, who died leaving behind him his two sons namely B.Narayanappa and Munibommaiah. The katha of the said extent of 4 Acres 29 Guntas was transferred in favour of his eldest son Mr B.Narayanappa S/o Annaiah @ Annaiahappa vide M.R.No.6/1994-95.

Print Date & Time : 31-12-2020 05:44:41 PM ...ನೇ ಪುಸ್ತಕದ 7279/20-21 ನೇ

ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-8145 7279/20-21 ಸಂಪುಟ......4......ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ರಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿಯವರ ಕಾರ್ಯಾಲಯದಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 03:12:05 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗಿನ ಶುಲ್ಕದೊಂದಿಗೆ ಹಾಜರುಪಡಿಸಿದ್ದಾರೆ

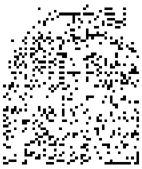
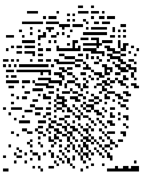
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	118800.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	ಪ್ರತಿಕೃತಿಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	119610.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R Veerabhadraswamy			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. . Veerabhadraswamy , ಬಿನ್ B . Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

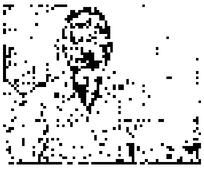
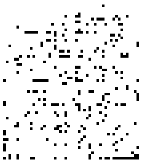
......ರ...ನೇ ಪುಸ್ತಕ.....7279/20-21...ರ
ದಸ್ತಾವೇಜು.....5.............ನೇ ಪುಟ

III. WHEREAS, from and out of the said extent of 4 Acres 29 Guntas, the said Mr.B Narayanappa S/o Annaiahappa along with his brother Mr.Munibommaiah S/o Annaiappa, and the children of Narayanappa namely Mr.Rajanna and Mr.Venugopal S/o B Narayanappa as vendors and joined by M.M.Srinivas S/o Munibommaiah as consenting witnesses and Kamalamma, Manjula and Sujatha signing as witnesses, conveyed an extent of land measuring 2 Acres 7 Guntas in Sy.No.17/3 in favour of Mr.Syed Saleha by way of a Sale deed dated 22.02.1997 registered as document no.1138/1997-98 of Book-I, Volume No. 1704 at Pages 220 to 224 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the said extent of 2 Acres 7 Guntas was transferred in the name of Syed Saleha vide MR No.4/1998-99.

IV. WHEREAS, thereafter on the very same day, the said Mr.B Narayanappa S/o Annaiahappa along with his brother Mr.Munibommaiah S/o Annaiappa, and the children of Narayanappa namely Mr.Rajanna and Mr.Venugopal S/o B Narayanappa as vendors and joined by M.M.Srinivas S/o Munibommaiah as consenting witnesses and Kamalamma, Manjula and Sujatha signing as witnesses, executed one more sale deed conveying the remaining extent of 2 Acres 22 Guntas in Sy.No.17/3 in favour of Mr.Syed Saleha by way of Sale deed dated 22.02.1997 registered as document no.1139/1997-98 of Book-I, Volume No.1714, at Pages 20 to 25 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khata of the said extent of 2 Acres 22 Guntas was transferred in the name of Syed Saleha vide MR No.3/1998-99.

V. WHEREAS thus the said Syed Saleha became the absolute owner in possession of all that piece and parcel of land measuring 4 Acres 29 Guntas in Sy.No.17/3, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

VI. WHEREAS, on an application filed by the Mr.Syed Saleha and upon payment of conversion fine for the land as well as for 3 Guntas of A Karab, the said extent of 4 Acres 29 Guntas and 3 Guntas of A Karab, in all measuring 4

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆರಳಿನ ಗುರುತು	ಸಹಿ
5	M/s REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory, Mr. Shaik Mohammed Hussain (Confirming Party). (ಒಪ್ಪಿಗೆ ಪತ್ರ)			

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ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Acres 32 Guntas (The Schedule Property) was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR 07/2008-09 dated 28.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VII. WHEREAS, the said Mr.Syed Saleha, upon conversion, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale deed dated 16.12.2009, registered document No.DNH-I-04580/2009-10 of Book-I, stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore.

VIII. WHEREAS, subsequently the left out family members of B.Narayanappa and Munibommaiah executed Confirmation Deeds in favour of Syed Saleha and the Vendor herein confirming the sale deeds executed by B.Narayanappa in favour of Syed Saleha as well as sale deed executed by Syed Saleha in favour of the Vendor herein as under:

(a) The Daughters of the said B Narayanappa namely Parvathamma and N Lalitha @ Lalithamma D/o B Narayanappa executed a Deed of Confirmation dated 25.03.2015 registered as Document No.DNH-1-11481/2014-15 of Book-I, and stored in CD No.DNHD535 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

(b) On the very same day the left out family members of Munibommaiah namely his wife Chennamma, joined by his children (i) Mamatha D/o Ramesh, (ii) Sunil Kumar S/o Ramesh ((i) and (ii) both children of deceased Bhagyamma D/o Munibomaiah), (iii) Padma D/o Munibommaiah, (iv) Anusuyamma D/o Munibommaiah, (v) Srinivas S/o Munibommaiah, (vi) Kamalamma D/o Munibommaiah, (vii) Manjula D/o Munibommaiah, and (viii) Sujatha D/o Munibommaiah, executed a Deed of Confirmation dated 25.03.2015, registered as Document No.DNH-1-11483/2014-15 of Book-I, and stored in CD No.DNHD535 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

ಗುರುತಿಸುವವರು ....೧.......ನೇ ಪುಸ್ತಕದ 7279/೨೦೨೧

ದಸ್ತಾವೇಜು....8............ನೇ ಪುಟ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Uscor Main Road, Uscor Bangalore-42	
2	Devaraj T. K. S/o Kadandaram No. 130/1, Uscor Main Road, Uscor Bangalore-42	

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

......3......ನೇ ಪುಸ್ತಕದ 7279/2021

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IX. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

X. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XI. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.11,88,00,000/- (Rupees Eleven Crores Eighty Eight Lakhs Only)** (hereinafter referred to as "**Total Sale Consideration**").

XIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XIV. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಹಾಜರಿಸಿದೆ.

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-07279-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ... (ದೇವನಹಳ್ಳಿ)

ಕೆ.ಎಸ್. ಗಿರೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS Pune

7279 | 2020-21
...6... ನೇ ಪುಸ್ತಕದ .... ನೇ
ಸಂಪುಟದ ...11........... ನೇ ಪುಟ

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XIV contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.11,88,00,000/- (Rupees Eleven Crores Eighty Eight Lakhs Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000891728 dated 30/12/2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577194 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore; By way of Demand Draft No. 577198 ~~Demand Draft~~ dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

ನೇ ಪುಸ್ತಕದ 7279/2021

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4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents

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whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIV are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be

III ನೇ ಪುಸ್ತಕದ 7279/2021 ನೇ
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unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

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k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) The Schedule Property or any part thereof is not reserved for any public purpose;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

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p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementory disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

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Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to

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the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or

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relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledges that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 17/3 measuring 4 Acres 32 Guntas (including 3 Guntas of converted A Kharab) vide Conversion Order No.ALN(D)SR 07/2008-09 dated 28.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.18 of Gullobanahalli Village;
West By : Land in Sy.No.10 of Gullobanahalli Village;
North By: Land in Sy.No.17/1 & 17/2 of Gullobanahalli Village;
South By: Devanahalli Village Boundary and thereafter land in Sy.No.84/1 and Sy.No.99 of Devanahalli Village:

Market Value of the Schedule Property hereby conveyed is Rs.11,88,00,000/- (Rupees Eleven Crore Eighty Eight Lakhs Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD
VENDOR
Authorised Signatory

For REYNOLD SHIRTING LTD.
CONFIRMING PARTY
Authorised Signatory

For Jagannmata Property Developers Private Limited
PURCHASER
Director

<u>Witnesses:</u>

1. (GANESHA)
No-B011, Ulsoor Road
Bangalore-42.

2. (DEVARAJ.T.K)
B011, Ulsoor Road
Bangalore-42

<u>Drafted by:</u>

Amrita
Advocate
Bangalore.

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SALE DEED

THIS DEED OF SALE is executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) **at Bangalore ("Sale Deed"):**

BY AND BETWEEN

Mr. SYED SALEHA, S/o Magdoom Hussain, Residing at No.68, 3rd Cross, Ashwath Nagar, Behind Aishwarya Apartment, RMV II Stage, Sanjaynagar, Bangalore – 560 094, **[PAN: AVNPS2555C]**, (Aadhar No.783068996289).

Hereinafter referred to as the "**Vendor**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, representatives, administrators, executors, etc., of the **FIRST PART**;

AND

M/s. SCOTTS APPARELS PRIVATE LIMITED, A Company incorporated under the Companies Act, 1956 having its Registered office at No. 481 A-B, IV Phase, Peenya Industrial Area, Bangalore – 560 058 [PAN No.AAJCS2255H], represented by its Authorised Signatory – Mr.Faiz Ahmed authorized vide Resolution dated 22.12.2020.

Hereinafter together referred to as the **"CONFIRMING PARTY"** which expression shall, wherever the context so requires or admits, mean and include its representatives, successors, administrators, executors, etc., of the **SECOND PART.**

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 4661250.00 ರೂಪಾಯಿಗಳಷ್ಟು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	4248750.00	DD No 535528 Rs.4248750/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	412500.00	DD No 535540 Rs.412500/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	4661250.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ.

Designed and Deve... CDAC Pune

IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 560 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi authorised *vide* Board Resolution dated 23.12.2020.

Hereinafter referred to as the "PURCHASER", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns of the **OTHER PART.**

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor herein is the sole and absolute owner and in exclusive possession of all that piece and parcel of converted land in Sy.No.18 measuring 2 Acres 19 Guntas and 1 Gunta of Converted Karab (in all measuring 2 Acres 20 Guntas) situated at Gullobanahalli Village, Kasaba Hobli, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as **'Schedule Property'**, having acquired the same from one Lakshmamma W/o Doddanarayanappa under a sale deed dated 05.07.1996 registered as Document No.1118/1997-98 of Book-1, Volume No.1714, at pages 1 to 7, in the office of the Sub Registrar Devanahalli, Bangalore Rural District.

II. WHEREAS, the Schedule Property originally belonged to Venkatashamappa S/o Savarada Munivenkatappa who conveyed the same in favour of Lakshmamma vide Sale Deed dated 30.10.1957, registered as Document No.1863/1957-58, Book I, Volume No.709, at pages 237 to 238, in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District.

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ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 11:51:21 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	825000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	ಪ್ರತಿಕೃತಿಗಳ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	825810.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಬಿನ್ B. Rajanna ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಬಿನ್ B. Rajanna			

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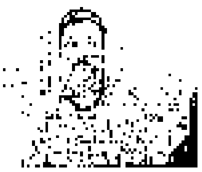
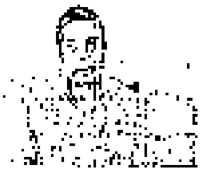
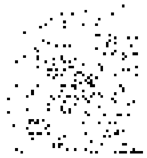
ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಬಿನ್ B. Rajanna (ಬರೆಸಿಕೊಂಡವರು)			
2	ಸೈಯದ್ ಸಲೀಂ ಬಿನ್ ಷೇಕ್ ದಾದ ಹುಸೇನ್ (ಬರೆದುಕೊಡುವವರು)			

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III. WHEREAS, the said Lakshmamma W/o Doddanarayanappa conveyed the Schedule Property in favour of the Vendor herein vide Sale deed dated 05.07.1996 registered as Document No.1118/1997-98 of Book-1, Volume No.1714, at pages 1 to 7, in the office of the Sub Registrar Devanahalli, Bangalore Rural District and Khata of the Schedule property was mutated in favour of the Vendor herein vide MR No.2/1998-99.

IV. WHEREAS, thus, the Vendor herein became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

V. WHEREAS, the Vendor herein, for his family and other legal necessities, decided to dispose off the Schedule Property and accordingly offered to sell the Schedule Property to the Confirming Party herein and the parties had entered into a Memorandum of Understanding, pursuant to which an agreement of sale dated 30.12.2009, wherein Vendor agreed to convey the Schedule Property in favour of the Confirming Party.

VI. WHEREAS based on an application made by the Vendor through the Confirming Party the Schedule Property is duly converted from agricultural to non-agricultural Park purpose vide Conversion Order No.ALN(D) SR 21/2010-11 dated 04.11.2010 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VII. WHEREAS based on the application made by the Vendor through the Confirming Party to Bangalore International Airport Area Planning Authority for change of land use from Park purpose to Residential purpose, an extent of 10 Guntas out of the Schedule Property has been duly converted from Park purpose to Residential purpose vide No.BIAAPA/TP03/CL/03/2019-20 dated 02.03.2020.

VIII. WHEREAS the Confirming Party is unable to fulfill its obligations in respect of the Schedule Property and as such joined by the Vendor has approached the Purchaser herein to convey the Schedule Property in favour of the Purchaser.

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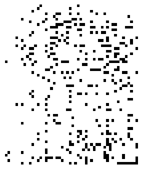
3	M/s. Scotts Apparels Private Limited Rep by its Authorised Signatory, Mr. Laiz Ahmed (Confirming Party). (ಒಪ್ಪಿಗೆ ದಾರ)			

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ಬೊಮ್ಮನಹಳ್ಳಿ

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ದಸ್ತಾವೇಜು 7 ನೇ ಪುಟ

IX. WHEREAS, the Confirming Party has joined this Sale Deed for the purpose of better of assurance of title for the Schedule Property in favour of the Purchaser, acceptance of consideration and further undertakes to comply with the terms and conditions of this Sale Deed and shall be bound to make good the losses/damages if any under the applicable law in terms of clause 9 (Indemnity) of the Sale Deed.

X. WHEREAS, acting on the said representations and warranties and of the Vendor (both title and revenue included), and Confirming Party and further relying on title documents furnished by the Vendor, the Purchaser has agreed to purchase from the Vendor, the Schedule Property for a total sale consideration of **Rs.8,25,00,000/- (Rupees Eight Crores Twenty Five Lakhs Only)** the **"Total Sale Consideration".**

XI. WHEREAS the Purchaser has paid the Total Sale Consideration, has called upon the VENDOR & the Confirming Party to execute this Deed of Sale.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. The recital 1 to XI contained hereinabove shall form an integral part of this Sale deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration, the receipt of which the Vendor and the Confirming Party accepts and acknowledges in the manner set forth in the clause below, the Vendor joined by the Confirming Party, with effect from the date of registration hereof does, hereby grants transfers conveys and assigns unto the Purchaser the Schedule Property together with all rights title, interest property estate appurtenances, common ways claims demands advantages, liberties thereto held and enjoyed other easements (including the right to use internal roads common law equity or under contract to have and to hold the same, absolute legal owner thereof free from all encumbrances forever.

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1	Ganesha: S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ DNH-1-07068-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS Pune.

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3. The Purchaser as instructed by the Vendor and the Confirming Party has this day paid **Rs.8,25,00,000/- (Rupees Eight Crores Twenty Five Lakhs Only) -** Total Sale consideration in the manner set out below;

   (a) Rs.5,00,00,000/- (Rupees Five Crores only) has been paid by the Purchaser to the Vendor from and out of Demand Draft No.625378, dated 30.12.2020, issued by Andhra Bank, NR Road Branch, Bangalore (Inclusive of TDS deducted @ 0.75%);

   (b) Rs.3,25,00,000/- (Rupees Three Crores Twenty Five Lakhs Only) paid to the Confirming Party from and out of Cheque No.000096, dated 30.12.2020 drawn on Andhra Bank, N R Road Branch, Bangalore (Inclusive of TDS deducted @ 0.75%);

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and the Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (defined hereinbelow). The Vendor and the Confirming Party confirms that apart from the Total Sale Consideration, the Purchaser is not liable to pay any other dues and/or amounts to the Vendor and/or any third party and/or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor and the Confirming Party in favour of the Purchaser.

5. As the Agreement was entered into by the Vendor with the Confirming Party on 30.12.2009 for sale of the Scheduled Property, the consideration is made as per the agreement. However, stamp duty is paid on the market value of the property.

6. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor joined by the Confirming Party have put the Purchaser in full, free and vacant 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to occupy, possess and enjoy the Schedule Property forever.

7. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the available original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents, whether original and/or certified and/or photocopies other than those delivered to the Purchaser.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a. The Vendor and the Confirming Party does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor and the Confirming Party, made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b. The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals are true, complete and accurate in all respects;

c. The Vendor is the sole and absolute owner of the Schedule Property and the Vendor's title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d. That the Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, Applicable Law/s, shall mean and include any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the Schedule Property, which are in effect or as may be amended, modified, enacted or revoked.

e. The Vendor and the Confirming Party does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, deliver and performance of the obligations under the Sale Deed;

f. That acting on instructions from the Vendor, the monies amounting to Rs.3,25,00,000/- (Rupees Three Crores Twenty Five Lakhs Only) paid by the bonafide Purchaser to the accounts of the Confirming Party is purely towards full and final settlement of the amounts due to the Vendor earlier and is in furtherance to the Agreement entered into between the Vendor and the Confirming Party. Further the Confirming Party has no rights, title and interest in the Schedule Property or a portion thereof in any manner whatsoever;

g. There are no proceedings pending or threatened or initiated under the provisions of Applicable Laws including but not limited to the Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964 the Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991.

h. The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i. Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j. There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k. That the Confirming Party covenant that there are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited to for the purposes of non-agricultural residential use;

l. The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition.

m. In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

n. There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Confirming Party shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

o. There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

p. There are no suits, boundary disputes, judgements nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgements, pending in respect of the Schedule Property or any part thereof and there are no judgements of the jurisdictional courts, prohibitory orders or

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any attachment orders or otherwise any liabilities affecting the Schedule Property;

q. There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

r. The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser,

Based on the abovementioned representations, covenants, warranties and undertakings made by the Confirming Party to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration to the Vendor and the Confirming Party mentioned and entered into this Sale Deed.

9. FURTHER ASSURANCES

a) The Confirming Party herein confirms that, post execution of the aforesaid Agreement of Sale with the Vendor, the Confirming Party have not done any act, deed or things which would affect the title of the Schedule Property and have not created any third-Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any Agreement and/or executed any power of attorney in favour of any third party/ies.

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b) Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule property and confirm that, the Confirming Party do not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

c) The Vendor and the Confirming Party 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, including but not limited to, at the cost of the Purchaser, to **(a)** transfer 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's title to the Schedule Property.

10. <u>INDEMNITY:</u>

10.1. The Confirming Party hereby agrees and undertakes to indemnify and keep indemnified, defend and hold harmless the Purchaser at all times from and against all claims, losses, damages, unpaid dues, mortgages, costs, expenses, demands suffered or incurred by the Purchaser, or which the Purchaser may otherwise become subject to (regardless of whether or not such losses relate to any third party claim) and which arise out of, or result from or are connected with:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading,

false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor to the Schedule Property or any part thereof;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

10.2. Notwithstanding anything contained in Clause 9.1, the Confirming Party acknowledge that in relation to the Schedule Property, all Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising 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 Confirming Party. The Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all such Losses.

11. COSTS:

The Purchaser has borne the stamp duty and the registration charges for registration of the Sale Deed.

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12. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of converted undeveloped land bearing Survey No. 18 measuring 2 Acres 19 Guntas and 1 Gunta of Converted Karab in all measuring 2 Acres 20 Guntas, vide Conversion Order No.ALN(D)SR21/10-11 dated 04.11.2010, issued by Deputy Commissioner Bangalore Rural District, situated at Gullobanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	: Canal and thereafter Land in Sy.No.19 of Gullobanahalli Village;
West by	: Land bearing Sy.No.17/3 and 17/2 of Gullobanahalli Village;
North by	: Land bearing Sy.No.16/2 of Gullobanahalli Village;
South by	: Land bearing Sy.No.100 of Gullobanahalli Village:

Market Value of the Schedule Property is Rs.8,25,00,000/- (Rupees Eight Crores Twenty Five Lakhs Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Vendor, Confirming Party have executed this DEED OF SALE in favour of the Purchaser on the day, month and year first above written in the presence of the following witnesses:

For Scotts Apparels Pvt. Ltd

VENDOR

CONFIRMING PARTY
(Authorised Signatory)

For Jaganmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. GANESHA
NO-130/1, Ulsoor Road
Bangalore- 560042

2. (DEVARAJ. ...)
130/1, Ulsoor Road
Bangalore-42.

Drafted by:

Advocate
Bangalore.

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SALE DEED

THIS DEED OF SALE is executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) **at Bangalore ("Sale Deed"):**

BY AND BETWEEN

Mr. SYED SALEHA, S/o Maqdoom Hussain, Residing at No.68, 3rd Cross, Ashwath Nagar, Behind Aishwarya Apartment, RMV II Stage, Sanjaynagar, Bangalore - 560 094, **[PAN: AVNPS2555C],** (Aadhar No.783068996289).

Hereinafter referred to as the "**Vendor**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include his legal heirs, representatives, administrators, executors, etc., of the **FIRST PART;**

AND

M/s. SCOTTS APPARELS PRIVATE LIMITED, A Company incorporated under the Companies Act, 1956 having its Registered office at No. 481 A-B, IV Phase, Peenya Industrial Area, Bangalore – 560 058 [PAN No.AAJCS2255H], represented by its Authorised Signatory – Mr.Faiz Ahmed authorized vide Resolution dated 22.12.2020.

Hereinafter together referred to as the **"CONFIRMING PARTY"** which expression shall, wherever the context so requires or admits, mean and include its representatives, successors, administrators, executors, etc., of the **SECOND PART.**

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿನ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ: M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಇವರು 3506885.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	3195630.00	DD No 577292 Rs.3195630/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	310255.00	DD No 577294 Rs.310255/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	3505885.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/202[illegible]

ಉಪ ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

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Designed and Developed by [illegible]

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IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 560 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi authorised *vide* Board Resolution dated 23.12.2020.

Hereinafter referred to as the "PURCHASER", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns of the **OTHER PART.**

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor herein is the sole and absolute owner and in exclusive possession of all that piece and parcel of converted land in Sy.No.36 measuring 2 Acres 37 Guntas and 5 Guntas of Karab situated at Neeleri Village, Kasaba Hobli, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as '**Schedule Property**' having acquired the same from one M.Munishamappa S/o late Muniyappa and others by way of a sale deed dated 08.07.1996 registered as Document No.1133/1997-98 in Book-1, Volume No. 1711 at Pages 65 to 71 in the office of the Sub Registrar Devanahalli, Bangalore Rural District.

II. WHEREAS, the Schedule Property originally belonged to one Doddabalappa, and subsequent to the death of Doddabalappa and his son namely Muniyappa, the katha of the Schedule Property, based on the statements made by the second wife of late Muniyappa namely Gowramma, was transferred to the name of M.Munishamappa S/o late Muniyappa vide M.R.No.4/1988-89.

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ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 11:59:46 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ನಮೂದಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	520510.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	700.00
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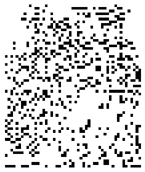
	ಒಟ್ಟು :	521250.00

ಶ್ರೀ M/s. Jagannata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jagannata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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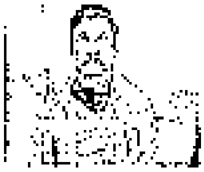
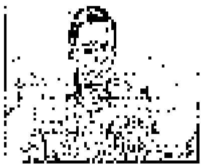
ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jagannata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	ಸ್ವರೂಪ್ ಪಟೇಲ್ (ಒಪ್ಪಿಕೊಳ್ಳುವವರು)			

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III. WHEREAS, the said M Munishamappa S/o late Muniyappa along with his other family members namely Gowramma being second wife of late Muniyappa and her son Pillappa, as Vendors and joined by Balamma the daughter of Muniyappa and Gowramma as consenting witnesses, conveyed the Schedule property in favour of the Vendor herein vide Sale deed dated 08.07.1996 registered as Document No.1133/1997-98 of Book-1, Vol.1711 at Pg.65 to 71 in the office of the Sub Registrar Devanahalli, Bangalore Rural District and the Khata of the Schedule property was mutated in favour of the Vendor herein vide MR No.4/1998-99.

IV. WHEREAS, thus, the Vendor herein became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

V. WHEREAS, the Vendor herein, for his family and other legal necessities, decided to dispose off the Schedule Property and accordingly offered to sell the Schedule Property to the Confirming Party herein and the parties had entered into a Memorandum of Understanding, pursuant to which an agreement of sale dated 30.12.2009, wherein Vendor agreed to convey the Schedule Property in favour of the Confirming Party.

VI. WHEREAS based on an application made by the Vendor through the Confirming Party the Schedule Property is duly converted from agricultural to non-agricultural Park purpose vide Conversion Order No.ALN(D) SR 20/2010-11 dated 25.04.2018 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VII. WHEREAS based on the application made by the Vendor through the Confirming Party to Bangalore International Airport Area Planning Authority for change of land use from Park purpose to Residential purpose, an extent of 1 Acre 26.04 Guntas out of the Schedule Property has been duly converted from Park purpose to Residential purpose vide No BIAAPA/TP03/CL/03/2019-20 dated 02.03.2020.

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3	M/s Scotts Apparels Private Limited Rep by its Authorised Signatory, Mr. Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆ ದಾತ)			

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VIII. WHEREAS the Confirming Party is unable to fulfil its obligations in respect of the Schedule Property and as such joined by the Vendor has approached the Purchaser herein to convey the Schedule Property in favour of the Purchaser.

IX. WHEREAS, the Confirming Party has joined this Sale Deed for the purpose of better of assurance of title for the Schedule Property in favour of the Purchaser, acceptance of consideration and further undertakes to comply with the terms and conditions of this Sale Deed and shall be bound to make good the losses/damages if any under the applicable law in terms of clause 9 (Indemnity) of this Sale Deed.

X. WHEREAS, acting on the said representations and warranties and of the Vendor (both title and revenue included), and Confirming Party and further relying on title documents furnished by the Vendor, the Purchaser has agreed to purchase from the Vendor, the Schedule Property for a total sale consideration of **Rs.6,20,51,000/- (Rupees Six Crores Twenty One Lakhs Fifty One Thousand Only)** "Total Sale Consideration".

XI. WHEREAS the Purchaser has paid the **Total** Sale Consideration, has called upon the VENDOR & Confirming Party to execute this Deed of Sale.

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. The recital I to XI contained hereinabove shall form an integral part of this Sale deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration, the receipt of which the Vendor and the Confirming Party accepts and acknowledges in the manner set forth in the clause below, the Vendor joined by the Confirming Party, with effect from the date of registration hereof does, hereby grants transfers conveys and assigns unto the Purchaser the Schedule Property together with all rights title, interest property estate appurtenances, common ways claims demands advantages, liberties thereto held and enjoyed other easements

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]
2	Devaraj. T. K. S/o Krishnappa No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
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ಸಂಖ್ಯೆ DNH-1-07069-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD177 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 01.01.2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC ...

ಕೆ.ಎಸ್. ಅರವಿಂದ
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(including the right to use internal roads common law equity or under contract to have and to hold the same, absolute legal owner thereof free from all encumbrances forever.

3. The Purchaser as instructed by the Vendor and the Confirming Party has this day paid **Rs.6,20,51,000/- (Rupees Six Crores Twenty One Lakhs Fifty One Thousand Only)** - Total Sale consideration in the manner set out below;

   (a) Rs.5,00,00,000/- (Rupees Five Crores only) has been paid by the Purchaser to the Vendor from and out of Demand Draft No.625378, dated 30.12.2020, issued by Andhra Bank, NR Road Branch, Bangalore (Inclusive of TDS deducted @ 0.75%);

   (b) Rs.1,20,51,000/- (Rupees One Crores Twenty Lakhs Fifty One Thousand Only) paid to the Confirming Party from and out of Cheque No.000096, dated 30.12.2020 drawn on Andhra Bank, N R Road Branch, Bangalore (inclusive of TDS deducted @ 0.75%);

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and the Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Toral Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (defined hereinbelow). The Vendor and the Confirming Party confirms that apart from the Total Sale Consideration, the Purchaser is not liable to pay any other dues and/or amounts to the Vendor and/or any third party and/or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor and the Confirming Party in favour of the Purchaser.

5. As the Agreement was entered into by the Vendor with the Confirming Party on 30.12.2009 for sale of the Scheduled Property, the consideration is made as per the agreement However, stamp duty is paid on the market value of the property.

6. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor joined by the Confirming Party have put the Purchaser in full, free and vacant 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to occupy, possess and enjoy the Schedule Property forever.

7. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the available original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents, whether original and/or certified and/or photocopies other than those delivered to the Purchaser.

8. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a. The Vendor and the Confirming Party does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or

equitably claiming by, from, through, under or in trust for the Vendor and the Confirming Party, made, done, committed, omitted or knowingly or willingly suffered to the contrary'

b. The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals are true, complete and accurate in all respects;

c. The Vendor is the sole and absolute owner of the Schedule Property and the Vendor's title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d. That the Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, Applicable Law/s, shall mean and include any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the Schedule Property, which are in effect or as may be amended, modified, enacted or revoked.

e. The Vendor and the Confirming Party does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, deliver and performance of the obligations under the Sale Deed;

f. That acting on instructions from the Vendor, the monies amounting to Rs.1,20,51,000/- (Rupees One Crore Twenty Lakhs Fifty-One Thousand Only) paid by the bonafide Purchaser to the accounts of the Confirming Party is

purely towards full and final settlement of the amounts due to the Vendor earlier and is in furtherance to the Agreement entered into between the Vendor and the Confirming Party. Further the Confirming Party has no rights, title and interest in the Schedule Property or a portion thereof in any manner whatsoever;

g. There are no proceedings pending or threatened or initiated under the provisions of Applicable Laws including but not limited to the Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964 the Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991.

h. The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i. Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k. That the Confirming Party covenant that there are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited to for the purposes of non-agricultural residential use,

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l. The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition.

m. In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

n. There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Confirming Party shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

o. There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

p. There are no suits, boundary disputes, judgements nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other

notices of any attachment received by the Vendor, either before or after judgements, pending in respect of the Schedule Property or any part thereof and there are no judgements of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

q. There are no Insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

r. The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based on the abovementioned representations, covenants, warranties and undertakings made by the Confirming Party to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration to the Vendor and the Confirming Party mentioned and entered into this Sale Deed.

9. FURTHER ASSURANCES

a) The Confirming Party herein confirms that, post execution of the aforesaid Agreement of Sale with the Vendor, the Confirming Party have not done any act, deed or things which would affect the title of the Schedule Property and have not created any third-Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property

and has not entered into any Agreement and/or executed any power of attorney in favour of any third party/ies.

b) Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule property and confirm that, the Confirming Party do not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

c) The Vendor and the Confirming Party 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, including but not limited to, at the cost of the Purchaser, to **(a)** transfer 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's title to the Schedule Property.

10. INDEMNITY:

10.1. The Confirming Party hereby agrees and undertakes to indemnify and keep indemnified, defend and hold harmless the Purchaser at all times from and against all claims, losses, damages, unpaid dues, mortgages, costs, expenses, demands suffered or incurred by the Purchaser, or which the Purchaser may otherwise become subject to (regardless of whether or not such losses relate to any third party claim) and which arise out of, or result from or are connected with:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

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(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any Claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor to the Schedule Property or any part thereof;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

10.2. Notwithstanding anything contained in Clause 9.1, the Confirming Party acknowledge that in relation to the Schedule Property, all Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising 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 Confirming Party. The Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all such Losses.

11. <u>COSTS:</u>

The Purchaser has borne the stamp duty and the registration charges for registration of the Sale Deed.

12. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of converted undeveloped land bearing Survey No. 36 measuring 7 Acres 37 Guntas (exclusive of 5 Guntas of Karab) vide Conversion Order No.ALN(D)SR20/10-11 dated 25.04.2018, issued by Deputy Commissioner Bangalore Rural District, situated at Neeleri Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by	:	Nala;
West by	:	Railway Boundary.
North by	:	Nala;
South by	:	Gullobanahalli Village Boundary and thereafter Sy.No.14 and Sy.No.16 of Gullobanahalli Village:

Market Value of the Schedule Property is Rs.6,20,51,000/- (Rupees Six Crores Twenty Lakhs Fifty One Thousand Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Vendor, Confirming Party have executed this DEED OF SALE in favour of the Purchaser on the day, month and year first above written in the presence of the following witnesses:

For SCOTTS APPARELS PRIVATE LIMITED

VENDOR

CONFIRMING PARTY

Authorised Signatory.

For Jaganmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1\. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore- 560042.

2\. Devaraj T.K
DEVARAJ T.K
130/1, Ulsoor Road
Bangalore 42

Drafted by:

Advocate
Bangalore.

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-3, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jagarmara Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ರವರು 1864500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಲಿಖಿತದ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1699500.00	DD No 535468 Rs.1699500/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD;.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	165000.00	DD No 535483 Rs.165000/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD;.
ಒಟ್ಟು :	1864500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಿಯ ಮೊಹರು ಅಧಿಕಾರಿ

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Designed and Developed by ... Bangalore

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company Incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.65/4 measuring 10 Guntas, morefully described in the Item No.I Schedule hereunder and hereinafter referred to as Item No.I Schedule Property and Sy.No.65/8 measuring 10 Guntas morefully described in the Item No.II Schedule hereunder and hereinafter referred to as Item No.II Schedule Property, both situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Item No.I Schedule Property and Item No.II Schedule Property are hereinafter collectively referred to as **"Schedule Property"**.

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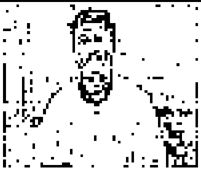
ದಸ್ತಾವೇಜು ನಂ. P-8124 7275/20-21 ದಸ್ತಾವೇಜು.....4.....ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ನಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:09:14 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

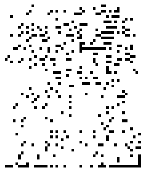
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	330000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	910.00
3	ಮಾರ್ಜಿನಲ್ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	330950.00

ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆರಳು ಗುರುತು	ಸಹಿ
by M/s. Jagannmata Property Developers Private Limited Rep by Its Authorised Signatory Mr Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದನ್ನು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆರಳು ಗುರುತು	ಸಹಿ
1	M/s. Jagannmata Property Developers Private Limited Rep by Its Authorised Signatory Mr Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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II. WHEREAS, Schedule Property is a portion of the land measuring 1 Acre 27 Guntas in Sy.No.65 (Larger Property) originally owned by one Sri G.Shivanna S/o Gurusiddaiah who was registered as occupant vide Order dated 05.08.1981 passed in No.LRF.94:74-75 by the Court of the Land Tribunal, Devanahalli Taluk, Devanahalli. The said grant of occupancy rights was challenged by the Siddeshwara Swamy Temple in Writ Petition No.5626/1994 before the Hon'ble High Court of Karnataka. The Hon'ble High Court of Karnataka vide its order dated 18.06.1998 while quashing the said LRF order dated 05.08.1981 remitted back to the Land Tribunal, Devanahalli Taluk, Devanahalli with a direction to dispose of the matter. The Deputy Commissioner, Bangalore, vide its order dated 21.07.2000 in case bearing No.LRF:INM:69/1998-99 again granted occupancy right to said G.Shivanna S/o Gurusiddaiah in respect of the Larger Property. Further upon payment of the premium as per Section 6(2) of the Mysore (Religious and Charitable) Inams Abolition Act 1955, an endorsement was also issued confirming the occupancy rights granted in favour of said G.Shivanna in respect of the Larger Property.

III. WHEREAS, subsequently the said Shivanna along his wife Girijamma and children namely, S Somashekar S/o Shivanna, S Jagadish S/o Shivanna and S Sarvamangala D/o Shivanna conveyed an extent of 1 Acre from and out of the Larger Property in favour of Chowdamma W/o Appajappa by way of a Sale deed dated 26.12.2003 registered as document No.2458/2003-04 of Book-I, in CD No.DNHD2 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the said 1 Acre was transferred in the name of said Chowdamma vide MR No.160/2003-04.

IV. WHEREAS, subsequently the said Chowdamma W/o late Appajappa @ Muninanjappa and her children namely Krishnappa, Muniranjappa, Srinivas and Prakash, Partitioned their family properties including the said 1 Acre of land in Sy.No.65 through a Partition deed dated 28.06.2004 registered as document No.1189/2004-05 of Book-I and stored in CD No.DNHD16 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, however the said Partition was cancelled by way of a Partition Cancellation deed dated 01.06.2006

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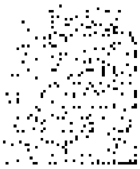
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory. Mr. Shaik Mahamed Hussain (Confirming Party). (ಒಪ್ಪಿಗೆ ಪಾತ್ರ)			

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ದೇವನಹಳ್ಳಿ

7 ನೇ ಪುಸ್ತಕದ 7275/2022 ನೇ

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registered as document No.1954/2006-07 of Book-I and stored in CD No.DNHD93 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, later the said Chowdamma W/o late Appajappa @ Muninanjappa, along with all family members namely Krishnappa S/o late Appajappa @ Muninanjappa, Muninanjappa S/o late Appajappa @ Muninanjappa, Srinivas S/o late Appajappa @ Muninanjappa, Prakash S/o late Appajappa @ Muninanjappa Munitayamma D/o late Appajappa @ Muninanjappa, Rajamma D/o late Appajappa @ Muninanjappa, Gowramma D/o late Appajappa @ Muninanjappa Sujatha D/o late Appajappa @ Muninanjappa and Sumitramma @ Nagarathnamma D/o late Appajappa @ Muninanjappa partitioned their family properties, including the said 1 Acre in Sy.No.65 vide Partition deed dated 10.04.2005 registered as document No.550/2006-07 of Book-1, in CD No.DNHD86 on 20.04.2006 in the office of the Sub Registrar Devanahalli, Bangalore Rural District. The said 1 Acre in Sy.No.65 was partitioned under the said Partition Deed dated 10.04.2005 as under:

(a) An extent of 20 Guntas in Sy.No.65 was allotted to the share of Srinivasa S/o late Appajappa @ Muninanjappa under Schedule 'D' and the Khatha of the property was transferred in his name vide MR No.9/2006-07.
(b) Remaining extent of 20 Guntas in Sy.No.65 was allotted to the share of Prakash S/o late Appajappa @ Muninanjappa under Schedule 'E' and the Khatha of the property was transferred in his name vide MR No.253/2006-07.

VI. WHEREAS, the said Srinivas S/o late Appajappa @ Muninanjappa conveyed an extent of 10 Guntas from and out of 20 Guntas allotted to him under the Paritiion Deed dated 20.04.2006, in favour of Irshad Khanum through a Sale deed dated 16.08.2006 registered as document No.4252/06-07 of Book-1, in CD No.DNHD105 in the office of the Sub Registrar, Devanahalli, Bangalore District and Khatha of the of the Property is transferred in the name of Irshad Khanum vide MR No.190/06-07. Thus Irshad Khanum became the absolute

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj T. K. S/o Kodandaram No. 130/1 Ulsoor Main Road Ulsoor Bangalore 42	

ಪ್ರತಿನಿಧಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

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ದೇವನಹಳ್ಳಿ

owner in possession of an extent of 10 Guntas in Sy.No.65 (later renumbered as Sy.No.65/4, the Item No.I Schedule Property) to the exclusion of all others.

VII. WHEREAS, the said Shivanna joined by his sons namely Somashekar and Jagadish, after conveying an extent of 1 Acre from and out of the Larger Property in favour of Chowdamma and others as stated above, gifted an extent of land measuring 8 Guntas in Sy.No.65 in favour of one Nanjappa S/o Doddathirumalappa vice Gift deed dated 08.03.2004 registered as document No.3168/2003-04 of Book-I and stored in CD No.DNHD6 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the khatha of the said 8 Guntas of land in Sy.No.65 was transferred in the name of Nanjappa vide MR No 203/2003-04.

VIII. WHEREAS, similarly, the said Shivanna joined by his sons Somashekhara S/o Shivanna, and Jagadhish gifted another extent of land measuring 9 Guntas in Sy.No.65 in favour of Poojamma W/o late Venkatappa vide Gift Deed dated 08.03.2004 registered as document No.3166/2003-04 of Book-I and stored in CD No.DNHD6 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the said 9 Guntas of land in Sy.No.65 was transferred in the name of Poojamma vide MR No.205/2003-04.

IX. WHEREAS, the said Shivanna and his children viz; S Somashekar, S Jagadish and S Sarvamangala, after gifting an extent of 17 Guntas from and out of the Larger Property in favour of Nanjappa and Poojamma as stated above, Partitioned their family property along with remaining portion of land measuring 10 Guntas in Sy.No.65 vide Partition deed dated 16.06.2005 registered as document No.1314/2005-06 of Book-1, in CD No.DNHD52 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The said 10 Guntas of land in Sy.No.65 was partitioned in the said Partition Deed dated 16.06.2005 as under:

(a) An extent of 2 Guntas was allotted to the share of S.Somashekar;
(b) An extent of 2 Guntas was allotted to the share of S.Sarvamangala and;
(c) Remaining extent of 6 Guntas was allotted to the share of S.Jagadish.

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ಸ್ಕ್ಯಾನಿಂಗ್‌ಗೆ ಒಳಪಡಿಸಿದೆ.

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-07275-2020-21 ಆಗಿ
ಸಿ.ಡಿ ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿಯವರ ಸಹಿ (ದೇವನಹಳ್ಳಿ)

ಕೆ.ಸಿ. ...
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ...

Accordingly, the Khatha of the Property totally measuring 10Guntas was transferred in their respective names vide MR No.90/2005-06.

X. WHEREAS, the said S Somashekar S/o Shivanna, S Sarvamangala D/o Shivanna and S Jagadish S/o Shivanna jointly conveyed the said extent of 10 Guntas in Sy.No.65 in favour of Irshad Khanum by way of a Sale deed dated 24.01.2007 registered as document No.8425/2006-07 of Book-I, in CD No.DNHD121 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the property was transferred in the name of Irshad Khanum vide MR No.255/2006-07.

XI. WHEREAS, thus the said Irshad Khanum became the absolute owner in possession of an extent of 10 Guntas in Sy.No.65 (later renumbered as Sy.No.65/8, the Item No.II Schedule Property) to the exclusion of all others.

XII. WHEREAS, on an application filed by Irshad Khanum, the Property measuring 20 Guntas (comprising of 10 Guntas purchased from Srinivas and 10 Guntas purchased from Somashekar and others) in Sy.No.65 was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR 256/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XIII. WHEREAS, the said Irshad Khanum, upon conversion, conveyed the said extent of 20 Guntas (comprising of Item No.I Schedule Property and Item No.II Schedule Property) in favour of the Vendor herein M/s. Coppers Coin Realty Pvt Ltd., by way of a Sale deed dated 30.10.2012 registered as document bearing No.4475/2012-13 of Book-I, in CD No.DNHD290 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

XIV. WHEREAS, subsequent to the purchase of the Schedule Property by the Vendor, the Larger Property being 1 Acre 27 Guntas in Sy.No.65 was phodied on 19.01.2013 as under;

a) The extent of 4 ½ Guntas in Sy.No.65 in the name of Poojamma W/o late Venkatappa was assigned with Sy.No.65/1.
b) The extent of 2 ½ Guntas in the name of Papamma W/o Venkateshappa was assigned with Sy.No.65/2.
c) The extent of 2 ½ Guntas in the name of Muninanjappa was assigned with Sy.No 65/3.
d) The remaining extent of 1 Acre 18 Guntas was assigned with Sy.No.65/4 in the joint names of Nanjappa S/o late Doddatirumalappa, Srinivas S/o late Appajappa, Irshad Khanum D/o Abbas Khan, Prakash S/o Srinivas, Irshad Khanum D/o Abbas Khan and Dastagir Sab S/o late Nanne Sab.

XV. WHEREAS, later the extent of 1 Acres 18 Guntas in Sy.No.65/4 was again phodied on 29.01.2016 as under;

a) An extent of 18 Guntas was assigned with Sy.No.65/4 in the joint names Nanjappa S/o Doddatirumalappa and Irshad Khanum D/o late Abbas Khan.
b) An extent of 10 Guntas in the name of Dastagir Sab S/o Nanne Sab was assigned with Sy.No.65/7.
c) An extent of 10 Guntas in the name of Prakash S/o late Appajappa was assigned Sy.No.65/6.
d) An extent of 10 Guntas in the name of Srinivas S/o late Appajappa was assigned with Sy.No.65/5.
e) An extent of 10 Guntas in the name of Irshad Khanum D/o Abbas Khan and conveyed in favour of the Vendor herein was assigned with Sy.No.65/8 (Item No.II Schedule Property).

XVI. WHEREAS, subsequently, the extent of 18 Guntas in Sy No.65/4 was further phodied on 16.11.2016 as under:

a) An extent of 10 Guntas in the name of Irshad Khanum D/o Abbas Khan and conveyed in favour of the Vendor herein was assigned with Sy.No 65/4 (Item No.I Schedule Property).

b) An extent of 8 Guntas in the name of Nanjappa S/o Doddatirumalappa was assigned with Sy.No.65/9.

XVII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XVIII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XIX. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XX. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.2,54,10,000/- (Rupees Two Crores Fifty Four Lakhs Ten Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XXI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XXII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

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NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XXII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.2,54,10,000/- (Rupees Two Crores Fifty Four Lakhs Ten Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000819430 dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft ~~dated~~ No. 57298 dt 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore; By way of Demand Draft ~~Demand Draft~~ No. 57299 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

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4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents

whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XXII are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor ad the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

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e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or Intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residental use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) There exists a nala which is on the northern side of the land in Item No.I Schedule Property (Sy.No.65/4) and Item No.II Schedule Property (Sy.No.65/8) of the Schedule Property and except this there is no other nala, canal or other water bodies affecting the Schedule Property in any manner whatsoever and because of the existence of nala, there is no reduction in the physically available extent of land in the Schedule Property;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, Fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid

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in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

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8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

Item No.I

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 65/4 measuring 10 Guntas vide Conversion Order No.ALN(D)SR 256/2007-08 dated 18.02.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.65/7 of Devanahalli Village;
West By :	Land in Sy.No.65/9 of Devanahalli Village;
North By :	Nala;
South By :	Doddaballapur-Devanahalli Main Road.

Item No.II

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 65/8 (old Sy.No.65/4) measuring 10 Guntas vide Conversion Order No.ALN(D)SR 256/2007-08 dated 18.02.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.64/7 of Devanahalli Village;
West By :	Land in Sy.No.65/5 of Devanahalli Village;
North By:	Nala;
South By:	Doddaballapur-Devanahalli Main Road:

Market Value of the Schedule Property hereby conveyed is **Rs.3,30,00,000/- (Rupees Three Crores Only)** on which the Purchaser has paid the Stamp duty and Registration Charges.

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR
Authorised Signatory

For **REYNOLD SHIRTING LTD.**

Authorised Signatory

For Jagannmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. GANESHA
NO-130/1, Ulsoor Road
Bangalore-560042.

2. DEVARAJ ...
130/1, ULSOOR ROAD
BANGALORE-42.

Drafted by:

Advocate
Bangalore.

ಈ ದಸ್ತಾವೇಜು 25 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

(1) Mr. DASTAGIR SAB, S/o late Nanne Sab, Aged about 50 years, Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J**]; (Aadhar No.604305061667).

(2) M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution-dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ರವರಿಂದ 2796750.00 ರೂಪಾಯಿಗಳನ್ನು ಹೆಚ್ಚಿನ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಪಾವತಿ ಮಾಹಿತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	2549250.00	DD No 535518 Rs.2549250/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	247500.00	DD No 535500 Rs.247500/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	2796750.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C- DAC B

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS;

I. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in **(I) Sy.No.65/5 measuring 10 Guntas**, morefully described in the item No.I Schedule hereunder and hereinafter referred to as Item No.I Schedule Property; **(II) Sy.No.65/6 measuring 10 Guntas,** morefully described in the Item No.II Schedule hereunder and hereinafter referred to as Item No.II Schedule Property, and **(III) Sy.No.65/7 measuring 10 Guntas,** morefully described in the Item No.III Schedule hereunder and hereinafter referred to as Item No.III Schedule Property, all situated at Devanahalli Village, Kasaba Hobli,

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ದೇವನಹಳ್ಳಿ ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 12.10:47 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	495000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	945.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	495985.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಬಿನ್ B Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	[illegible] . . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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Devanahalli Taluk, Bangalore Rural District. Item No.I Schedule Property, Item No.II Schedule Property, and Item No.III Schedule Property are hereinafter collectively referred to as **"Schedule Property".**

II. WHEREAS, Schedule Property is a portion of the land measuring 1 Acre 27 Guntas in Sy.No.65 (Larger Property) originally owned by one Sri G.Shivanna S/o Gurusiddaiah who was registered as occupant vide Order dated 05.08.1981 passed in No.LRF.94:74-75 by the Court of the Land Tribunal, Devanahalli Taluk, Devanahalli. The said grant of occupancy rights was challenged by the Siddeshwara Swamy Temple in Writ Petition No.5626/1994 before the Hon'ble High Court of Karnataka. The Hon'ble High Court of Karnataka vide its order dated 18.06.1998 while quashing the said LRF order dated 05.08.1981 remitted back to the Land Tribunal, Devanahalli Taluk, Devanahalli with a direction to dispose of the matter. The Deputy Commissioner, Bangalore, vide its order dated 21.07.2000 in case bearing No.LRF:INM:69/1998-99 again granted occupancy right to said G.Shivanna S/o Gurusiddaiah in respect of the Larger Property. Further upon payment of the premium as per Section 6(2) of the Mysore (Religious and Charitable) Inams Abolition Act 1955, an endorsement was also issued confirming the occupancy rights granted in favour of said G.Shivanna in respect of the Larger Property.

III. WHEREAS, subsequently the said Shivanna along his wife Girijamma and children namely, S Somashekar S/o Shivanna, S Jagadish S/o Shivanna and S Sarvamangala D/o Shivanna conveyed an extent of 1 Acre from and out of the Larger Property in favour of Chowdamma W/o Appajappa by way of a Sale Deed dated 26.12.2003 registered as Document No.DNH-1-02458/2003-04 of Book-I, and stored in CD No.DNHD2 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, and the Khatha of the said 1 Acre in Sy.No.65 was transferred in the name of said Chowdamma vide MR No.160/2003-04.

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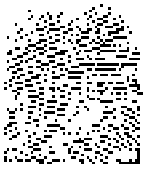
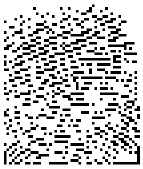
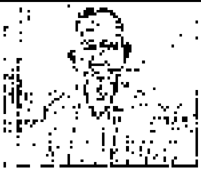
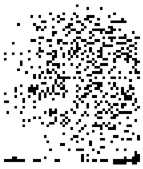
3	M/s. Coppers Cain Realty Private Limited Rep by its Director Mr Faiz Ahmed (ಖರೀದಿದಾರರು)			
4	M/s. Scotts Plantations Private Limited Rep by its Director, Mr Faiz Ahmed (Confirming Party) (ಒಪ್ಪಿಗೆದಾರ)			
5	Mr. Madarsahab S/o Lara Namna Saheb . (ಒಪ್ಪಿಗೆದಾರ)			

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IV. WHEREAS, subsequently the said Chowdamma W/o late Appajappa @ Muninanjappa and her children namely Krishnappa, Muninanjappa, Srinivas and Prakash, Partitioned their family properties including the said 1 Acre of land in Sy.No.65 through a Partition Deed dated 28.06.2004 registered as Document No.DNH-1-01189/2004-05 of Book-I and stored in CD No.DNHD16 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. However the said Partition was cancelled by way of a Partition Cancellation Deed dated 01.06.2006 registered as Document No.DNH-1-01954/2006-07 of Book-I and stored in CD No.DNHD93 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, later the said Chowdamma W/o late Appajappa @ Muninanjappa, along with all family members namely Krishnappa S/o late Appajappa @ Muninanjappa, Muninanjappa S/o late Appajappa @ Muninanjappa, Srinivas S/o late Appajappa @ Muninanjappa, Prakash S/o late Appajappa @ Muninanjappa Munitayamma D/o late Appajappa @ Muninanjappa, Rajamma D/o late Appajappa @ Muninanjappa, Gowramma D/o late Appajappa @ Muninanjappa Sujatha D/o late Appajappa @ Muninanjappa and Sumitramma @ Nagarathnamma D/o late Appajappa @ Muninanjappa partitioned their family properties, including the said 1 Acre in Sy.No.65 vide Partition Deed dated 10.04.2005 registered as Document No.DNH-1-0550/2006-07 of Book-I, and stored in CD No.DNHD86 in the office of the Sub Registrar Devanahalli, Bangalore Rural District. The said 1 Acre in Sy.No.65 was partitioned under the said Partition Deed dated 10.04.2005 as under:

(a) An extent of 20 Guntas in Sy.No.65 was allotted to the share of Srinivasa S/o late Appajappa @ Muninanjappa under Schedule 'D' and the Khatha of the property was transferred in his name vide MR No.9/2006-07.

(b) Remaining extent of 20 Guntas in Sy.No.65 was allotted to the share of Prakash S/o late Appajappa @ Muninanjappa under Schedule 'E' and the Khatha of the property was transferred in his name vide MR No.253/2006-07.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Usaar Main Road, Usaar Bangalore-42	
2	Devaraj. T. K. S/o Kariyappa No. 130/1, Usaar Main Road, Usaar Bangalore-42	Devaraj T.K

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

01/01/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ನಂಬರ್ DNH-1-07097-2020-21 ಆಗಿ

ಸಿ.ಡಿ. ನಂಬರ್ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ಎ. ಸತೀಶ್

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, Pune

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VI. WHERFAS, the said Srinivas S/o late Appajappa @ Muniranjappa, from and out of the extent of 20 Guntas allotted allotted to him under the said Partition Deed dated 10.04.2005, conveyed an extent of 10 Guntas in favour of one Irshad Khanum vide Sale Deed dated 16.08.2006.

VII. WHEREAS similarly, the said Prakash S/o late Appajappa @ Muninanjappa, from and out of the extent of 20 Guntas allotted to him under the said Partition Deed dated 10.04.2005, conveyed an extent of **10 Guntas in Sy.No.65** (later renumbered as Sy.No.65/7, the **Item No.III Schedule Property**) in favour of the Vendor herein vide Sale Deed dated 22.11.2007, registered as Document No.DNH-1-04719/2007-08 of Book-1, and stored in CD No.DNHD141, in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha was transferred in the name of the Vendor herein vide MR No.93/2007-08.

VIII. WHEREAS, subsequently, the Larger Property being 1 Acre 27 Guntas in Sy.No.65 was phodied on 19.01.2013 as under;

a) An extent of 4 ½ Guntas in Sy.No.65 was assigned with Sy.No.65/1 in the name of Poojamma W/o late Venkatappa.
b) An extent of 2 ½ Guntas was assigned with Sy.No.65/2 in the name of Papamma W/o Venkateshappa.
c) An extent of 2 ½ Guntas was assigned with Sy.No.65/3 in the name of Muninanjappa.
d) The remaining extent of 1 Acre 18 Guntas was assigned with Sy.No.65/4 in the joint names of Narayappa S/o late Doddatirumalappa, Srinivas S/o late Appajappa, Irshad Khanum D/o Abbas Khan, Prakash S/o Srinivas, Irshad Khanum D/o Abbas Khan and Dastagir Sab S/o late Nanne Sab (the Vendor herein).

IX. WHEREAS, later the said extent of 1 Acres 18 Guntas in Sy.No.65/4 was again phodied on 29.01.2016 as under;

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a) An extent of 18 Guntas was assigned with Sy.No.65/4 in the joint names Nanjappa S/o Doddatirumalappa and Irshad Khanum D/o late Abbas Khan.

b) An extent of 10 Guntas in the name of Srinivas S/o late Appajappa was assigned with Sy.No.65/5. (the Item No.I Schedule Property).

c) An extent of 10 Guntas in the name of Prakash S/o late Appajappa was assigned Sy.No.65/6 (the Item No.II Schedule Property).

d) An extent of 10 Guntas in the name of Dastagir Sab S/o Nanne Sab (purchased from Prakash vide Sale Deed dated 10.04.2005) was assigned with Sy.No.65/7 (the Item No.III Schedule Property).

e) An extent of 10 Guntas was assigned with Sy.No.65/8 in the name of Irshad Khanum D/o Abbas Khan.

X. WHEREAS, subsequently, the said Srinivas S/o late Appajappa and Prakash S/o late Appajappa conveyed their respective extent i.e., Item No.I, Item No.II in favour of the Vendor herein as under:

(a) Srinivas S/o late Appajappa @ Muninanjappa along with his children Arun Kumar and Ashwini sold the property measuring 10 Guntas in New Sy.No.65/5 (old Sy.No.65 and 65/1) (the Item No.I Schedule Property) in favour of the Vendor No.1 herein vide Sale Deed dated 19.12.2015 registered as Document No.DNH-1-12436/15-16 of Book-I, and stored in CD No.DNHD587 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Katha of the Item No.I of the Schedule Property is transferred in the name of Vendor No.1 vide MR No.H126/2015-16.

(b) Prakash S/o late Appajappa @ Muninanjappa along with his minor children Siddarth P and Amrutha P sold the remaining extent of land measuring 10 Guntas in New Sy.No.65/6 (old Sy.No.65) (the Item No.II Schedule Property) in favour of the Vendor No.1 herein vide Sale Deed dated 19.12.2015 registered as Document No.DNH-1-12435/15-16 of Book-I, and stored in CD No.DNHD587 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the katha of the Item No.II of

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the Schedule Property is transferred in the name of the Vendor No.1 herein vide MR No.H127/2015-16.

XI. WHEREAS, based on an application filed by the Vendor No.1 herein, the Schedule Property is converted as under:

(a) Item No.I Schedule Property is converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.LAND10007013 dated 04.01.2019;
(b) Item No.II Schedule Property is converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.LAND10007016 dated 07.01.2019; and
(c) Item No.III Schedule Property is converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No. LAND1007018 dated 04.01.2019

All the above conversion orders issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XII. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

XIII. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein.

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XIV. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XV. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.3,81,15,000/- (Rupees Three Crores Eighty One Lakhs Fifteen Thousand Only)** (hereinafter referred to as **"Total Sale Consideration"**).

XVI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XVI contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

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3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favur of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and

acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVI are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) Save and except a nala which is on the northern side of the land in Item No.I Schedule Property (Sy.No.65/5), Item No.II Schedule Property (Sy.No.65/6) and Item No.III Schedule Property (Sy.No.65/7) of the Schedule Property and except this there is no other nala, canal or other water bodies affecting the Schedule Property in any manner whatsoever and because of the existence of nala, there is no reduction in the physically available extent of land in the Schedule Property;

o) The Schedule Property or any part thereof is not reserved for any public purpose;

p) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of

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any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

q) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

r) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

s) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

t) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

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u) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

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8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnity and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

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(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, Investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

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11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR-4-00021-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

12.2. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour.

SCHEDULE PROPERTY

Item No.I

All that piece and parcel of Residentially converted undeveloped land bearing Survey No. 65/5 measuring 10 Guntas vide Conversion Order No.LAND10007013 dated 04.01.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy No.65/8 of Devanahalli Village;
West By : Land in Sy.No.65/6 of Devanahalli Village;
North By : Nala;
South By : Devanahalli to Doddaballapur Road:

Item No.II

All that piece and parcel of Residentially converted undeveloped land bearing Survey No. 65/6 measuring 10 Guntas vide Conversion Order No. LAND10007016 dated 07.01.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.65/5 of Devanahalli Village;
West By : Land in Sy.No.65/7 of Devanahalli Village;
North By : Nala ;
South By : Devanahalli to Doddaballapura Road:

Item No.III

All that piece and parcel of Residentially converted undeveloped land bearing Survey No. 65/7 measuring 10 Guntas vide Conversion Order No.LAND100/018 dated 04.01.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.65/6 of Devanahalli Village;
West By : Land in Sy.No.65/4 of Devanahalli Village;
North By : Nala;
South By : Devanahalli to Doddaballapur Road:

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Market Value of the Schedule Property hereby conveyed is Rs.4,95,00,000/- (Rupees Four Crores Ninety Five Lakhs Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE – A

Total Sale Consideration of Rs.3,81,15,000/- (Rupees Three Crores Eighty One Lakhs Fifteen Thousand Only) paid in the following manner:

I. Rs.47,65,550/-(Forty Seven Lakhs Sixty Five Thousand Five Hundred and Fifty Only) paid as per the below list (inclusive of TDS deducted @ 1%);

Sl. No.	Amount (In Rs.)	DD/Cheque No.	Dated
1	Rs.4,74,000/-	No.363438	dt.11.03.2019
2	Rs.9,50,000/-	No.000003	Cheque dt.20.06.2019
3	Rs.8,40,000/-	No.000035	Cheque dt.03.02.2020
4	Rs.3,00,000/-	No.000048	Cheque dt.06.07.2020
5	Rs.5,25,000/-	No.000055	Cheque dt.05.10.2020
6	Rs.1,50,000/-	No.011832	dt.23.10.2018
7	Rs.25,000/-	No.011833	dt.23.10.2018
8	Rs.25,000/-	No.011834	dt.23.10.2018
9	Rs.50,000/-	No.011995	dt.11.12.2018
10	Rs.9,00,000/-	No.011836	dt.23.10.2018
11	Rs.2,00,000/-	No.011837	dt.23.10.2018
12	Rs.2,50,000/-	No.011838	dt.23.10.2018
13	Rs.59,300/-	No.011839	dt.23.10.2018
14	Rs.5,750/-	No.011840	dt.23.10.2018
15	Rs.11,500/-	No.011841	dt.23.10.2018
TOTAL	**Rs.47,65,550/-**		

II. **Rs.3,33,49,450/- (Rupees Three Crores Thirty-Three Lakhs Fourty Nine Thousand Four Hundred and Fifty Only)** from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, M G Road Branch, Bangalore in favour of the Vendor No.2 as instructed by the Vendor No.1 (inclusive of TDS deducted @ 0.75%).

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

For SCOTT... PLANTATIONS PVT. LTD.

...

CONFIRMING PARTY

For ... PVT. LTD.

Director

VENDOR No.2

For Jaganmata Property Developers Private Limited

PURCHASER

Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore-560042.

2. (DEVARAJ. T.K)
No. 130/1, Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

ಈ ದಸ್ತಾವೇಜು 20 ಪುಟಗಳು ಒಳಗೊಂಡಿದೆ

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Sheik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA holder Mr. R. Veerabhadraswamy , ಇವರು 7262235.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವರೆಂದು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	6619560.00	DD No 535475 Rs.6619560/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	642675.00	DD No 535490 Rs.642675/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	7262235.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ನೋಂದಣಾಧಿಕಾರಿ ಮತ್ತು ಮುಖ್ಯ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

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Designed and Developed by C-DAC

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapure, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 047, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.84/1 measuring 2 Acres 2 Guntas (excluding 01 Gunta of B Kharab) situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as "**Schedule Property**".

II. WHEREAS, the Schedule Property originally was portion of Sy.No.84 measuring 9 Acres 30 Guntas and 12 Guntas of Karab (Larger Property).

III. WHEREAS, one Chikkakallappa and Doddakallappa family who were owning an extent of 4 Acres 21 Guntas in Sy.No.84, partitioned their family property through a Partition Deed dated 31.05.1930 registered as Document No.1412/1929-30 of Book-I, Volume No.309 at Pages 94 to 101 in the office of

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-8138 7290/2020-21

ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:46:42 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1255350.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಶುಲ್ಕ	770.00
3	ಪರಿಶೀಲನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1256160.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy			

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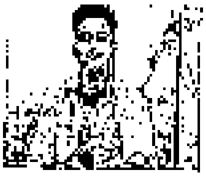
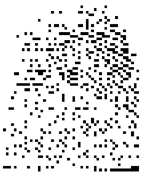
ದೇವನಹಳ್ಳಿ.

ಬರೆದುಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy , ಬಿನ್ B Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 31.05.1930, the Half share in the Northern Portion being 2 Acres 10.5 Guntas was allotted to the share of Chikkakallappa and remaining half share in the Southern Portion being 2 Acres 10.5 Guntas was allotted to the share of Doddakallappa.

IV. WHEREAS, though an extent of 2 Acres 10.5 Guntas in Sy.No.84 was allotted to Doddakallappa in the Partition Deed dated 31.05.1930, the said Doddakallappa and his children viz; Chikkanna and Chennaveerappa partitioned their family properties (including an extent of 2 Acres 8 Guntas in Sy.No.84), by way of a Partition Deed dated 03.06.1930 registered as document No.1413/1929-30 of Book-I, Volume No.310, at Pages 38 to 49 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In terms of the said Partition, an extent of 1 Acre 04 Guntas was allotted to the share of Doddakallappa and remaining extent of 1 Acre 04 Guntas was allotted to the share of Chennaveerappa S/o Dodakallappa.

V. WHEREAS, subsequently, the Larger Property namely Sy.No.84 measuring 9 Acres 30 Guntas and 12 Guntas of Kharab was phodied on 01.11.1944 into three parts as under:

(a) Though an extent of 2 Acres 10.5 Guntas was allotted to Chikkakallappa vide Partition Deed dated 31.05.1930, an extent of 2 Acres 2 Guntas (excluding 1 Gunta of B karab) in the name of Chikkakallappa was assigned with Sy.No.84/1;
(b) An extent of 2 Acres 6 Guntas (excluding 1 Gunta of B karab) in the name of Doddakallappa was assigned with Sy.No.84/2; and
(c) an extent of 5 Acres 22 Guntas (excluding 10 Guntas of karab) in the name of Narayanappa S/o Lakshmaiah was assigned with 84/3.

VI. WHEREAS, the said Chikkakallappa died intestate in the year 1982 leaving behind him his wife Nagamma and Children Chikkaveerappa and Kallappa @ Doddanna and the katha of the said 2 Acres 2 Guntas in Sy.No.84/2 (the Schedule Property) was transferred in the joint names of his wife Nagamma

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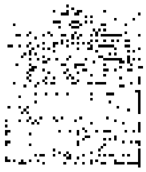
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory, Mr. Shaik Mohamed Husain (Confirming Party) . (ಒಪ್ಪಿಗೆ ದಾರ)			

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and Kallappa @ Doddanna, the second son of Chikakallappa vide vide MR No.50/94-95.

VII. WHEREAS, subsequently the said Kallappa joined Chikkaveerappa as vendors and children of Chikkaveerappa namely C.Muniyappa, Ramaiah, Thammaiah, Chandrappa and Nagaraju S/o Doddanna @ Kallappa as consenting witnesses sold the Schedule Property in favour of Syed Saleha by way of a Sale deed dated 15.06.1996 registered on 26.09.1997 as document No.1112/1997-98 of Book-I, Volume No.1709 at Pages 234 to 241 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and Khatha of the property was transferred in the name of Syed Saleha vide MR No.66/1998-99.

VIII. WHEREAS based on an application made by the Syed Saleha the Schedule Property was converted from agriculture purpose to non-agriculture residential purpose vide Conversion order No.ALN (D) SR 6/2008-09 dated 24.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

IX. WHEREAS, the said Syed Saleha on the conversion, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 16.12.2009 registered as document No.4583/2009-10 of Book-I, and stored in CD No. DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

X. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XI. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaiam No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಸಹಿ ದಸ್ತಾವೇಜುಗ

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Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

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XII. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XIII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.8,36,40,000/- (Rupees Eight Crores Thirty Six Lakhs Forty Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XIV. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XV. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XV contained hereinabove shall form an integral part of the Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ.

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ಸಂಖ್ಯೆ DNH-1-07290-2020-21 ಆಗಿ
ಸಿ. ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ [illegible] (ದೇವನಹಳ್ಳಿ)

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internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.8,36,40,000/- (Rupees Eight Crores Thirty Six Lakhs Forty Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No ICICR52020123000817430 dated 30/12/2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577298 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore; By way of Demand Draft No. 577297 ~~Demand Draft~~ dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XV are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

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h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except of portion of lands of the larger lands in Sy No. 84/1 which is earmarked for a Pathway which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in

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Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

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r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

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8. FURTHER ASSURANCES:

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. INDEMNITY:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

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(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this

Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to Indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 84/1 measuring 2 Acre 2 Guntas (excluding 01 Gunta of B Kharab) vide Conversion Order No.ALN (D)SR 6/2008-09 dated 24.10.2008 issued by Deputy Commissioner, Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.99/5, Sy.No.99/2 of Devanahalli Village;
West By :	Land in Sy.No.83/6 of Devanahalli Village;
North By :	Gullobanahalli Village Boundary and thereafter Sy.No.10 and Sy.No.17/3 of Gullobanahalli Village;
South By :	Land in Sy.No.84/2 of Devanahalli Village:

Market Value of the Schedule Property is **Rs.12,85,35,000/- (Rupees Twelve Crore Eighty Five Lakhs Thirty Five Thousand Only)** on which the Purchaser has paid the Stamp duty and Registration Charges.

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jagannata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. GANESHA
No: 130/1, Ulsoor Road
Bangalore - 560042

2. Devaraj T.K
(DEVARAJ. T.K)
130/1 Ulsoor road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty first Day of December Two Thousand Twenty (31.12.2020) at Bangalore ("**Sale Deed**"):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 7616485.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	6942460.00	DD No 535476 Rs.6942460/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	674025.00	DD No 535491 Rs.674025/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	7616485.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ.

Designed and Developed by C-DAC ...

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AAOCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.84/2 measuring 2 Acres 6 Guntas (excluding 01 Gunta of B Kharab) situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as **"Schedule Property"**.

II. WHEREAS, the Schedule Property originally was portion of Sy.No.84 measuring 9 Acres 30 Guntas and 12 Guntas of Karab (Larger Property).

III. WHEREAS, one Chikkakallappa and Doddakallappa family who were owning an extent of 4 Acres 21 Guntas in Sy.No.84, partitioned their family property through a Partition Deed dated 31.05.1930 registered as Document No.1412/1929-30 of Book-I, Volume No.309 at Pages 94 to 101 in the office of

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ದೇವನಹಳ್ಳಿ ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:51:10 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ನಮೂದಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	1348050.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಶುಲ್ಕ	805.00
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	ಒಟ್ಟು :	1348895.00

ಶ್ರೀ M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

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ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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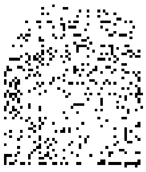
ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಮೂಲಕ B Palanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 31.05.1930, the Half share in the Northern Portion being 2 Acres 10.5 Guntas was allotted to the share of Chikkakallappa and remaining half share in the Southern Portion being 2 Acres 10.5 Guntas was allotted to the share of Doddakallappa.

IV. WHEREAS, though an extent of 2 Acres 10.5 Guntas in Sy.No.84 was allotted to Doddakallappa in the Partition Deed dated 31.05.1930, the said Doddakallappa and his children viz; Chikkanna and Chennaveerappa partitioned their family properties (including an extent of 2 Acres 8 Guntas in Sy.No.84), by way of a Partition Deed dated 03.06.1930 registered as document No.1413/1929-30 of Book-I, Volume No.310, at Pages 38 to 49 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In terms of the said Partition, an extent of 1 Acre 04 Guntas was allotted to the share of Doddakallappa and remaining extent of 1 Acre 04 Guntas was allotted to the share of Chennaveerappa S/o Doddakallappa.

V. WHEREAS, subsequently, the Larger Property namely Sy.No.84 measuring 9 Acres 30 Guntas and 12 Guntas of Kharab was phodied on 01.11.1944 into three parts as under:

(a) Though an extent of 2 Acres 10.5 Guntas was allotted to Chikkakallappa vide Partition Deed dated 31.05.1930, an extent of 2 Acres 2 Guntas (excluding 1 Gunta of B karab) in the name of Chikkakallappa was assigned with Sy.No.84/1;
(b) An extent of 2 Acres 6 Guntas (excluding 1 Gunta of B karab) in the name of Doddakallappa was assigned with Sy.No.84/2; and
(c) an extent of 5 Acres 22 Guntas (excluding 10 Guntas of karab) in the name of Narayanappa S/o Lakshmaiah was assigned with 84/3.

VI. WHEREAS, subsequent to the death of said Kallappa @ Doddakallappa and his children Chikkanna @ Chikkaveerappa and Chennaveerappa, the property measuring 2 Acres 06 Guntas in Sy.No.84/2 was owned by said Chennaveerappa's wife Chikkamma W/o late Chennaveerappa.

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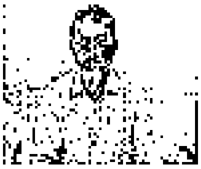
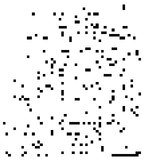
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory. Mr. Shaik Mohamed Hussain (Confirming Party) . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			[signature]

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ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್

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VII. WHEREAS, the said Chikkamma W/o late Chennaveerappa executed a Will dated 07.05.1983 registered as document No.8/1993-94 of Book-III, Volume No.25 at Pages 173 to 175 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, bequeathing the said extent of 2 Acres 6 Guntas in Sy.No.84/2 (the Schedule Property) in favour of her daughter Nanjamma W/o Doddaarasappa @ Arasappa. Subsequently, another daughter of Chikkamma and late Chennaveerappa namely Kamalamma released all her rights over the Schedule Property in favour of his mother Chikkamma and her sister Nanjamma through a Release deed dated 23.03.1988 registered as document No.21/1987-88 of Book-IV, Volume No. 21 at Pages 120 to 121 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and Khata of the Schedule property was mutated in the name of Nanjamma vide MR No.60/90-91.

VIII. WHEREAS, subsequent to the death of Chikkamma, the said Nanjamma W/o Doddaarasappa @ Arasappa as Vendor joined by her husband Doddaarasappa @ Arasappa and sons namely, Amaresh, Parmesha and Devaraj as consented witnesses, conveyed the Schedule Property in favour of Syed Saleha by way of a Sale deed dated 15.07.1996 registered as document No.1135/97-98 of Book-I, Volume No.1710 at Pages 60 to 65 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and accordingly, the katha of the Schedule Property was transferred in the name of Syed Saleha vide MR No.68/98-99.

IX. WHEREAS based on an application made by the Syed Saleha, the Schedule Property was converted from agriculture purpose to non-agriculture residential purpose vide Conversion order No.ALN (D)SR 6/2008-09 dated 24.10.2008 issued by the Deputy Commissioner, Bangalore Rural District Bangalore.

X. WHEREAS, the said Syed Saleha, on conversion, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale deed dated 16.12.2009 registered as document No.4583/2009-10 of Book-I, in CD No. DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore District.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kadandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	T.K

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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XI. WHEREAS, subsequently the daughters of Nanjamma and Doddaarasappa @ Arasappa namely Rathnamma W/o H K Venkateshappa, Anasuyamma W/o B S Siddaramappa and Susheela @ Susheelamma W/o Nagaraj, who had not joined in the execution of the sale deed dated 15.07.1996 executed in favour of Syed Saleha, executed a Deed of Confirmation dated 27.09.2019 registered as document No.6195/2019-20 of Book-I, and stored in CD No.DNHD871, in the office of the Sub Registrar, Devanahalli, Bangalore Rural District in favour of the Vendor herein confirming the ownership of the Vendor herein.

XII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XIII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XIV. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XV. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.6,66,50,000/- (Rupees Six Crores Sixty Six Lakhs Fifty Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

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ಸಂಖ್ಯೆ DNH-1-07297-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD1181 ನೇ ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ವಿ. ಸತೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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Bangalore (R)

Designed and Developed by C-DAC, ACTS, Pune

XVII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XVII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.6,66,50,000/- (Rupees Six Crores Sixty Six Lakhs Fifty Thousand Only)**, the details are as per Annexure – A attached to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total

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Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. <u>POSSESSION OF THE SCHEDULE PROPERTY:</u>

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. <u>DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:</u>

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

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7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVII are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has

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taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibiton of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

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l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) There are no other kaluves or other water bodies affecting the Schedule Property in any manner whatsoever;

n) Save and except of portion of lands in the larger lands in Sy No. 84/2 which is earmarked for a Pathway (karab land) which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

o) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

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q) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or Income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

t) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

u) The mortgage created in favour of Reynolds Shirting Limited with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property by Reynolds Shirting Limited.

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v) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquistion or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively **"Losses"**) which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 84/2 measuring 2 Acre 6 Guntas (excluding 01 Gunta of B Kharab) vide Conversion Order No.ALN (D)SR 6/2008-09 dated 24.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No.99/5 (old Sy.No.99/2) and Sy.No.99/6 of Devanahalli Village;
West By :	Land in Sy.No.83/6 of Devanahalli Village;
North By :	Land in Sy.No.84/1 of Devanahalli Village;
South By :	Land in Sy.No.84/3A and Sy.No.84/3B of Devanahalli Village.

Market Value of the Schedule Property is Rs.13,48,05,000/- (Rupees Thirteen Crores Forty Eight Lakhs Five Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE – A FOLLOWS]

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<u>**ANNEXURE – A**</u>

Total Sale Consideration of Rs.6,66,50,000/- (Rupees Six Crores Sixty Six Lakhs Fifty Thousand Only) paid as under:

I.

Sl.No.	Amount	DD/Cheque No. drawn on Andhra Bank, N.R.Road Branch, Bangalore.	Dated
1	5,00,000	No.724279	dt,27.09.2019
2	5,00,000	No.724280	dt,27.09.2019
3	5,00,000	No.724281	dt,27.09.2019
4	7,00,000	No.724282	dt,27.09.2019
5	77,250	No.724283	dt,27.09.2019
6	7,500	No.724284	dt,27.09.2019
7	15,000	No.724285	dt,27.09.2019
TOTAL	**22,99,750**		

II. By way of RTGS vide UTR No. ICICR52020123000819420 dated 30/12/2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577298 dated 30/12/2020 drawn on ICICI Bank, M.G. ROAD Branch, Bangalore; By way of Demand Draft ~~Demand Draft dated~~ No. 577297 dt 30/12/2020 drawn on ICICI Bank, M.G. ROAD Branch, Bangalore in favour of the Vendor; TDS as applicable at 0.75% deposited to Government of India to the Vendor Account

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COMREALTY PVT LTD

VENDOR
Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY
Authorised Signatory

For Jagannmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore - 560042.

2. (DEVARAJ T.K.)
130/1, Ulsoor road
Bangalore - 42.

Drafted by:

Advocate.

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

(1) **Mr. DASTAGIR SAB,** S/o late Nanne Sab, Aged about 50 years, Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J**]; (Aadhar No.604305061667).

(2) **M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106],** A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020.

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jagannatha Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 10893370.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	9929355.00	DD No 535623 Rs.9929355/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	964015.00	DD No 535535 Rs.964015/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	10893370.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Develop...

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS;

1. WHEREAS; the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.84/3A measuring 3 Acre 03 Guntas excluding 07 Guntas of B Kharab situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as "**Schedule Property**".

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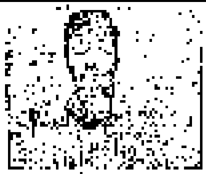
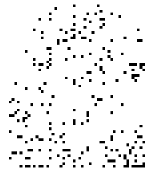
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ 7105 ದಸ್ತಾವೇಜು......4......ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 01:34:20 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1928030.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	605.00
3	[illegible] ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1928675.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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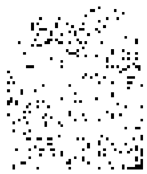
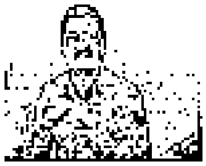
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟವರಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ತಂದೆ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	[illegible] (ಪಡೆದುಕೊಳ್ಳುವವರು)			

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II. WHEREAS, the Schedule Property was originally part of land in Sy.No.84 measuring 9 Acres 30 Guntas belonged to one Gangappa and others, who out of the said extent of 9 Acres 30 Guntas, conveyed an extent of 5 Acres 5 Guntas to Narayanappa S/o Lakshmaiah @ Gottappa by way of a Sale deed dated 25.05.1943 registered as Document No.1715/1942-43 of Book-I, Volume 456, at Pages 88 to 90 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

III. WHEREAS land in Sy.No.84 measuring 9 Acres 30 Guntas has been phodied and has assigned with Sy.No.84/1, Sy.No.84/2 and Sy.No.84/3. And though the property purchased by Narayanappa was 5 Acres 5 Guntas, based on possession, the extent of Narayanappa was shown as 5 Acres 22 Guntas (excluding 10 Guntas of Karab) and was assigned with Sy.No.84/3.

IV. WHEREAS, subsequently, the said Narayanappa and his brother Lakshmaiah partitioned their family property including the said extent of 5 Acres 5 Guntas in Sy.No.84 purchased by Narayanappa, vide Partition Deed dated 01.09.1945 registered as Document No.381/1945-46 of Book-I, Volume 495 at Pages 7 to 10 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In terms of the said Partition dated 01.09.1945, the Larger Property was partitioned as under:

(a) an extent of 2 Acres 35 Guntas in Sy.No.84 was allotted to the share of Narayanappa; and

(b) an extent of 2 Acres 10 Guntas in Sy.No.84 was allotted to the share of Lakshmaiah.

V. WHEREAS, the said Narayanappa died intestate on 15.10.1984 leaving behind him his children namely Lakshmaiah, Narayanaswamy, Venkataramanappa, Chikkamuniyappa and Gowramma to succeed to his estate. After the death of said Sri Narayanappa S/o Lakshmaiah, though only an extent of 2 Acres 35 Guntas was allotted to the share of Narayanapa, the katha for an extent of 3 Acres 3 Guntas in Sy.No.84/3 was transferred in the name of children of late

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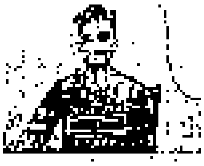
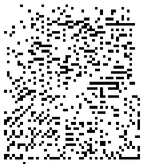
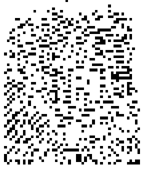
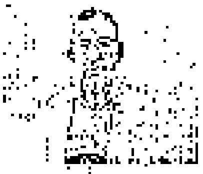
3	M/s. Coppers Coin Realty Private Limited Rep by its Director, Mr Faiz Ahmed (illegible)			
4	M/s. Scotts Plantations Private Limited Rep by its Director, Mr Faiz Ahmed (Confirming Party). [illegible]			
5	Mr. Madarsaheb S/o Bale Nanne Saheb. [illegible]			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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Narayanappa namely Lakshmaiah, Narayanaswamy, Venkataramanappa, and Chikkamuniyappa vide M.R.No.33/2011-12.

VI. WHEREAS, subsequently, the land in Sy.No.84/3 measuring 5 Acres 22 Guntas (excluding 10 Guntas of Karab) has been phodied as per Tahasildar Order vide No. RRTCR587/11-12 dated 19.03.2012 in the following manner;

a) An extent of 3 Acres 3 Guntas was assigned with Sy.No.84/3A in the joint names of Lakshmaiah, Narayanaswamy, Venkataramanappa and Chikkamuniyappa, all children of late Narayanappa (The Schedule Property).
b) The extent of 1 Acre 7 Guntas was assigned with Sy.No.84/3B in the name of Mr.Dastagir Sab (The Vendor herein).
c) The extent of 1 Acre 8 Guntas that was allotted to the share of Venkatashamappa, Ashwathanarayana and Ramanjinappa all children of 1st son of Rangappa namely Munishamappa was assigned with Sy.No.84/3B.
d) An extent of 4 Guntas was also assigned with Sy.No.84/3B in the joint names of Lakshmaiah, Narayanaswamy, Venkataramanappa and Chikkamuniyappa, all children of late Narayanappa.
The same is recorded in M.R.No.T10/2011-2012 and M.R.No.H61/2015-16.

VII. WHEREAS, the said Lakshmaiah.N., Narayanaswamy N, Venkataramanappa N and Chikkamuniyappa N, as Vendors and joined Radhamma, Vijayamma, Jyothi, Varalakshmi, Manjunath and Santhosh, all children of Lakshmaiah; Channaraja, Manjula, Prakash, Ravi Kumar, all children of Narayanaswamy; Manjunath, Rajesh, Kumar, all children of Venkataramanappa; Keshava, Shilpashree both children of Chikkamuniyappa and Smt. Gowramma D/o late Narayanappa as consenting witnesses conveyed the Schedule Property viz., Sy.No.84/3A measuring 3 Acres 3 Guntas in favour of the Vendor No.1 herein vide Sale deed dated 05.04.2012 registered as Document No.DNH-1-00079/2012-13 of Book-I, and stored in CD No.DNHD262 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

ಗುರುತಿಸುವವರು

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	Devaraj T K

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ DNH-1-07105-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ [illegible]01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

1/1/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ (ದೇವನಹಳ್ಳಿ)

ಕೆ.ಸಿ. ಗಿರೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ACTS, Pune

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VIII. WHEREAS, based on an application filed by the Vendor No.1, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(DX)SR/90/2012-13 dated 22.09.2016 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

IX. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

X. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

XI. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.9,13,27,500/- (Rupees Nine Crores Thirteen Lakhs Twenty Seven Thousand Five Hundred Only)** (hereinafter referred to as "**Total Sale Consideration**").

XIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XIII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (Including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

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5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIII are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

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g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

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m) Save and except one Kaluve is passing in Sy.No.84/3A which is not affecting the total extent of the Schedule Property and or other water bodies affecting the Schedule Property in any manner whatsoever;

n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

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8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1 The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution

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of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR-4-00021-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

12.2. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement

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and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour..

SCHEDULE PROPERTY

All that piece and parcel of Residentially converted undeveloped land bearing Survey No. 84/3A measuring 03 Acre 03 Guntas (excluding 07 Guntas of B Kharab) vide Conversion Order No.ALN(DK)SR/90/2012-13 dated 22.09.2016 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By	:	Land in Sy. No. 84/3B of Devanahalli Village;
West By	:	Land in Sy.No.83/6 of Devanahalli Village
North By	:	Land in Sy.No.84/2 of Devanahalli Village;
South By	:	Land in Sy.No.86/2, Sy.No.85, Sy.No.89, Sy.No.90/2 and Sy.No.91 of Devanahalli Village:

Market Value of the Schedule Property hereby conveyed is Rs.19,28,03,000/- (Rupees Nineteen Crores Twenty Eight Lakhs Three Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE – A

Total Sale Consideration of Rs.9,13,27,500/- (Rupees Nine Crores Thirteen Lakhs Twenty Seven Thousand Five Hundred Only) paid in the following manner:

I. **Rs.1,00,00,000/- (Rupees One Crore Only),** by way of RTGS vide UTR No.ANDBN17207466845, dated 15.04.2017 in favour of Vendor No.2 as instructed by Vendor No.1 (inclusive of TDS deducted @ 1%).

II. **Rs.2,00,00,000/- (Rupees Two Crores Only),** by way of RTGS vide UTR No.ANDBN17207594347, dated 19.04.2017 in favour of Vendor No.2 as instructed by Vendor No.1 (Inclusive of TDS deducted @ 1%).

III. **Rs.20,00,000/- (Rupees Twenty Lakhs Only)** from and out of RTGS vide UTR No.ANDBH17174164833, DATED 23.06.2017 in favour of Vendor No.2 as instructed by Vendor No.1 (inclusive of TDS deducted @ 1%).

IV. **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** from and out of the Demand Draft No.625374, dated 30.12.2020, issued by Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.1 (Inclusive of TDS deducted at 0.75%).

V. **Rs.5,43,27,500/- (Rupees Five Crores Fourty Three Lakhs Twenty Seven Thousand Five Hundred Only)** from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.2 as instructed by Vendor No.1 and Confirming Party (inclusive of TDS deducted @ 0.75%).

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

For C... PVT. LTD.

VENDOR No.2

CONFIRMING PARTY

For Jaganmata Property Developers Private Limited

PURCHASER

Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore. 560042

2. (DEVARAJ.T.K)
130/1, Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

ಈ ದಸ್ತಾವೇಜು 22 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 4162525.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	3794160.00	DD No 535474 Rs.3794160/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,,
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	368365.00	DD No 535489 Rs.368365/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,,
ಒಟ್ಟು :	4162525.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಾಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune.

IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land measuring **1** Acre 7 Guntas in Sy.No.84/3B, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as **"Schedule Property"**.

II. WHEREAS, the Schedule Property was originally part of land in Sy.No.84 measuring 9 Acres 30 Guntas belonged to one Gangappa and others, who out of the said extent of 9 Acres 30 Guntas, conveyed an extent of 5 Acres 5 Guntas to Narayanappa S/o Lakshmaiah @ Gottappa by way of a Sale deed dated 25.05.1943 registered as Document No.1715/1942-43 of Book-I,

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ದೇವನಹಳ್ಳಿ ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:42:19 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	736730.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	805.00
3	[illegible] ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	737575.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
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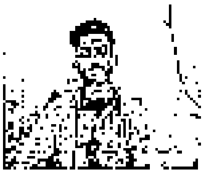
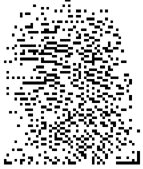
ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr. Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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Volume 456, at Pages 88 to 90 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

III. WHEREAS land in Sy.No.84 measuring 9 Acres 30 Guntas has been phodied and has assigned with Sy.No.84/1, Sy.No.84/2 and Sy.No.84/3. And though the property purchased by Narayanappa was 5 Acres 5 Guntas, based on possession, the extent of Narayanappa was shown as 5 Acres 22 Guntas (excluding 10 Guntas of Karab) and was assigned with Sy.No.84/3.

IV. WHEREAS, subsequently, the said Narayanappa and his brother Lakshmaiah partitioned their family property including the extent of 5 Acres 5 Guntas in Sy.No.84 purchased by Narayanappa, vide Partition Deed dated 01.09.1945 registered as Document No.381/1945-46 of Book-I, Volume 495 at Pages 7 to 10 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In terms of the said Partition dated 01.09.1945, the Larger Property was partitioned as under:

(a) an extent of 2 Acres 35 Guntas in Sy.No.84 was allotted to the share of Narayanappa; and

(b) an extent of 2 Acres 10 Guntas in Sy.No.84 was allotted to the share of Lakshmaiah.

V. WHEREAS, the said Lakshmaiah, though an extent of 2 Acres 10 Guntas was allotted to him in the said partition deed dated 01.09.1945, conveyed an extent of 2 Acres 15 Guntas in Sy.No.84 (hereinafter referred to as **'Said Property'**) in favour of his brother Narayanappa by way of a Sale Deed dated 09.05.1947 registered as Document No.1978/46-47 of Book-I, Volume 525 at pages 77 to 79 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS, subsequently the said Narayanappa reconveyed the Said Property in favour of his brother Lakshmaiah by way of a Sale Deed dated 07.06.1948 registered as Document No.2128/1947-48 of Book-I, Volume 548 at Pages 72 to 74 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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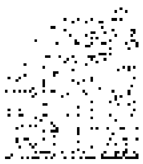
3	M/s, REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory Mr. Shaik Mohamed Huseain (Confirming Party) (ಒಪ್ಪಿಗೆ ಪಕ್ಷ)			

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ದೇವನಹಳ್ಳಿ

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VII. WHEREAS, the said Sri Lakshmaiah mortgaged the Said Property viz., measuring 2 Acre 15 Guntas in Sy.No.84 in favour of one Sri Rangappa vide Mortgage deed dated 15.11.1950 registered as Document No.1820/1950-51 of Book-I, Volume 590 at pages 154 to 155 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VIII. WHEREAS, after the death of said Lakshmaiah, his wife Muninarayanamma conveyed the Said Property viz., measuring 2 Acres 15 Guntas in Sy.No.84 in favour of Rangappa by way of a Sale Deed dated 21.06.1951 registered as Document No.749/1951-52 of Book-I, Volume 60, at Pages 55 to 57 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IX. WHEREAS, the said Rangappa died, and his 1st son Munishamappa and his wife also died, and as per the IHR No.103/1994-95 dated 30.08.1993, the katha of the Said Property was transferred in the following manner:

(a) Katha for an extent of 1 Acre 7 Guntas in Sy.No.84/3 was transferred in the name of 3rd son of Rangappa namely R.V.Buddappa;

(b) The katha of the remaining extent of 1 Acre 8 Guntas in Sy.No 84/3was transferred in the name of Srinivasa Murthy, Venkatashamappa, Ashwathanarayana and Ramanjinappa all children of 1st son of Rangappa namely Munishamappa.

The same was recorded vide MR No.24/1993-94.

X. WHEREAS, after the death of said R V Buddappa S/o late Rangappa, the katha of the Schedule Property viz., measuring 1 Acre 07 Guntas in Sy.No.84/3 was transferred in the name joint names his children namely Venkataramanappa, Gopal and Narayanaswamy vide M.R.No.284/2004-05.

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1	Ganesha S/o Sanjeeva No. 130/1, Usoor Main Road, Usoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram. No. 130/1, Usoor Main Road, Usoor Bangalore-42	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

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ದೇವನಹಳ್ಳಿ

XI. WHEREAS, subsequently, Sri Venkataramanappa S/o late R V Buddappa joined by his children namely Mr.Raghunath, Shivakumar, Sri Murali and Smt.Gayathri, Sri B Gopal S/o late R V Buddappa joined by his children namely Ashok, Master Arvind and Master Nagesh (both represented by their father Gopal and Sri Narayanaswamy S/o late R V Buddappa, joined by his children, Kum Nethra, and Master Sharath minor son represented by his father Narayanaswamy, conveyed the said extent of land measuring 1 Acre 7 Guntas in Sy.No.84/3 in favour of Mohammed Ali Vakil by way of a Sale Deed dated 14.03.2005 registered as Document No.DNH-1-05325/2004-05 of Book-1, and stored in CD No.DNHD41 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the Schedule Property was transferred in the name of Mohammed Ali Vakil vide M.R.No.59/2005-06.

XII. WHEREAS, subsequently Mohammed Ali Vakil conveyed the said extent of land measuring 1 Acre 07 Guntas in Sy.No.84/3 in favour of Dastgir Sab through a Sale Deed dated 08.02.2006 registered as Document No.DNH-1-06752/2005-06 of Book-1, and stored in CD No.DNHD79, in the office of the Sub Registrar, Devanahalli, Bangalore District and the Khatha of the same was transferred in the name of Dastagir Sab vide M.R.No.315/2005-06.

XIII. WHEREAS, subsequently, the land in Sy.No.84/3 measuring 5 Acres 22 Guntas (excluding 10 Guntas of Karab) has been phodied as per Tahasildar Order vide No. RRTCR582/11-12 dated 19.03.2012 in the following manner;

a) An extent of 3 Acres 3 Guntas was assigned with Sy.No.84/3A in the joint names of Lakshmaiah, Narayanaswamy, Venkataramanappa and Chikkamuniyappa, all children of late Narayanappa.
b) The extent of 1 Acre 7 Guntas purchased by Mr.Dastagir Sab was assigned with Sy.No.84/3B (The Schedule Property);
c) The extent of 1 Acre 8 Guntas that was allotted to the share of Venkatashamappa, Ashwathanarayana and Ramanjinappa all children of 1st son of Rangappa namely Munishamappa was assigned with Sy.No.84/33.

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ

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ಸಂಖ್ಯೆ DNH-1-07280-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ[illegible] (ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC, ACTS Pune

ಕೆ.ಸಿ. ಗಿರೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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d) An extent of 4 Guntas was also assigned with Sy.No.84/3B in the joint names of Lakshmaiah, Narayanaswamy, Venkataramanappa and Chikkamuniyappa, all children of late Narayanappa.
The same is recorded in M.R.No.T10/2011-2012 and M.R.No H81/2015-16.

XIV. WHEREAS, based on an application filed by the Mr.Dastagir Sab, the property measuring 1 Acre 07 Guntas in Sy.No 84/3B i.e. Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR.288/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XV. WHEREAS, the said Dastagir Sab conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 02.02.2010 registered as Document No.DNH-1-05203/2009-10 of Book-I, and stored in CD No.DNHD186 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

XVI. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XVII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XVIII. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

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XIX. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.3,64,25,000/- (Rupees Three Crore Sixty Four Lakhs Twenty Five Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XX. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XXI. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XXI contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

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3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.3,64,25,000/- (Rupees Three Crore Sixty Four Lakhs Twenty Five Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000819430 dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft dated 30.12.2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore; By way of Demand Draft No 527898 dated 30.12.2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XI are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax

liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are

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no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except one Kaluve that is passing on southern side of the Schedule Property which is not affecting the total extent of the Schedule Property and or any other water bodies affecting the Schedule Property in any manner whatsoever and;

n) Save and except of portion of lands located the larger lands in Sy No. 84/3B which is earmarked for a Pathway which is excluding of total extent of the Schedule Property, there is no area in the Schedule Property earmarked for public purposes;

o) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas

Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

t) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

u) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

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8. FURTHER ASSURANCES:

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. INDEMNITY:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

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(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators,

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

(f) Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the

date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 84/3B (old Sy.No.84/3) measuring 1 Acre 7 Guntas vide Conversion Order No.ALN(D)SR.288/2007-08 dated 18.02.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.99/6 (old Sy.No.99/2) of Devanahalli Village;
West By : Land in Sy.No.84/3A of Devanahalli Village;
North By : Remaining portion of the land in same Sy.No.84/3B of Devanahalli Village;
South By : Sy.No.99/4 and Sy.No.99/7 of Devanahalli Village.

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Market Value of the Schedule Property is Rs.7,36,73,000/- (Rupees Seven Crore Thirty Six Lakhs Seventy Three Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

VENDOR

Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jagannata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. GANESHA
No: 1301, Ulsoor Road
Bangalore- 560042

2. Devaraj T.K
(DEVARAJ. T.K)
1301, Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

(1) **Mr. G A WAJID KHAN @ G A WAZEED KHAN,** Son of Late Abbas Khan, Aged about 57 years, Residing at Jinkalavaripalli Village, Srinivasapura Taluk, Kolar District. **[PAN: CCSPG2324R]**; [Aadhar No. 721152483754]

(2) **M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106],** A Company incorporated under the Companies Act, 1956 and now deemed to be Incorporated under the Companies Act, 2013, and having its registered office at: #481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya, Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020

For SCOTTS PLANTATIONS PVT LTD

DIRECTOR

2086/20-21

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Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy . ಇವರು 8201500.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	7475700.00	DD No 535525 Rs.7475700/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,,
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	725800.00	DD No 535537 Rs.725800/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,,
ಒಟ್ಟು :	8201500.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ (ದೇವನಹಳ್ಳಿ)

ದೇವನಹಳ್ಳಿ

Designed and Developed ...

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(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in (I) Sy.No.85 measuring 2 Acre 7 Guntas, which is morefully described in the Schedule hereunder and hereinafter referred to as Item No.I Schedule Property; and (II) Sy.No.91 measuring 1 Acre 9 Guntas, which is morefully described in the Schedule hereunder and hereinafter referred to as Item No.II Schedule Property, both situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. Item No. I Schedule Property and Item No.II Schedule Property are hereinafter collectively referred as "**Schedule Property**".

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ದೇವನಹಳ್ಳಿ ರಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ನಗರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 02:21:21 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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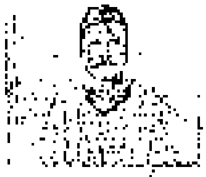
1	ನೋಂದಣಿ ಶುಲ್ಕ	1451600.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಶುಲ್ಕ	770.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1452410.00

ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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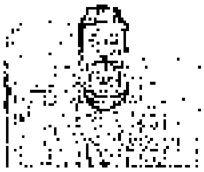
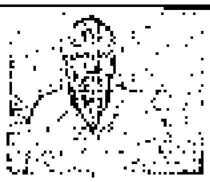
ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jagannmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy . ಬಿನ್ R. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	ಜಿ ಎ [illegible] (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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II. WHEREAS, the Schedule Property originally was an Inam land and one Sri Munivenkatappa and Narayanappa both children of Galappa filed an application seeking occupancy rights in respect of the Schedule Property (Sy.No.85 – the Item No.I Schedule Property and Sy.No.91 (Old Sy.No.99) – the Item No.II Schedule Property) in LRF.No.14/1974-75 before the Land Tribunal Devanahalli Taluk. The said application was rejected by the Land Tribunal and thereafter the said Munivenkatappa S/o Galappa alone filed a writ petition challenging the said rejection in W.P.No.6185/1986 before the Hon'ble High Court of Karnataka. The Hon'ble High Court of Karnataka by its order dated 24.07.1986 allowed the writ petition filed by Munivenkatappa and remanded the matter to the Land Reforms Appellate Authority, Bangalore Rural for disposal of the application seeking occupancy rights in accordance with Law.

III. WHEREAS the said Munivenkatappa S/o Galappa, again approached the Appellate Authority and during the pendency of the said proceedings, the Land Tribunal by its order dated 29.10.1981 rejected the application filed by Munivenkatappa on the ground that a writ petition No.6372/1980 was pending before the Hon'ble High Court, which contrary to the well established principles, without deciding the matter on merits. The said Munivenkatappa, pursuant to the orders passed by the Court appeared before the Land Tribunal, but since from 1986 there was no sitting, and during the pendency of the proceedings, the said Munivenkatappa died leaving behind him his children (1) Anjinappa, (2) Galappa, (3) Gopalakrishna, (4) Anand and (5) Manjula. However, only Anjinappa S/o late Munivenkatappa, because there was no orders passed by the Appellate Authority, filed a Writ Petition before High Court of Karnataka in W.P.No.831/2011 (LR) and W.P No.983-985/2011 praying to consider his application for grant of occupancy rights in respect of the Schedule Property. The Hon'ble High Court of Karnataka vide its order dated 12.01.2011 directed the Land Tribunal, Devanahalli, to secure the records in LRF No.14/1974-75 and to dispose of the matter in accordance with law.

IV WHEREAS, the Assistant Commissioner, Doddaballapur Sub Division & Chairman, Land Tribunal, Devanahalli Taluk, Bangalore Rural District, pursuant to the orders passed by the Hon'ble High Court dated 12.01.2011, reviewed and passed the order in case No.LRF.INA.14/1974-1975 dated 10.01.2012 granted the occupancy rights in favour of the said M.Anjinappa S/o late Munivenkatappa with respect to the Schedule Property under the provisions of Mysore (Personal and Miscellaneous)

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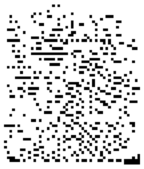
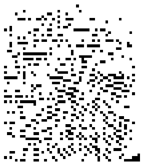
3	M/s. Coppers Coin Realty Private Limited Rep by its Director, Mr.Faiz Ahmed (ಖರೀದಿದಾರರು)			
4	M/s. Scotts Plantations Private Limited Rep by its Director, Mr Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆ ನೀಡುವ)			

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Inams Abolition Act 1955. The said Anjinappa was registered as occupant and katha of the Schedule Property was transferred in his name vide No.H104/2011-12.

V. WHEREAS, the said Anjinappa S/o late Munivenkatappa as a Vendor and joined by other family members of late Munivenkatappa i.e., (1) Hamsaveni W/o late Gulappa (2) Shubha D/o late Gulappa (3) Ramu S/o late Gulappa (4) Sowmya D/o late Gulappa (5) Shashikala D/o Late Gulappa (6) Gopalkrishnappa S/o late Munivenkatappa (7) Sumithra W/o Gopalkrishnappa (8) Manjula D/o Gopalkrishnappa (9) Sunil S/o Gopalkrishnappa (10) Shruthi D/o Gopalkrishnappa (11) Kusuma D/o Gopalkrishnappa (12) Anand S/o late Munivenkatappa (13) Lakshmi W/o Anand (14) Naveen Kumar S/o Anand (15) Nuthana D/o Anand (16) Manjula D/o late Munivenkatappa (17) Pushpa W/o Anjinappa (18) Manjunath S/o Anjinappa since minor represented by his mother natural guardian Smt Pushpa W/o Anjinappa (19) Shilpa D/o Anjinappa since minor represented by her mother natural guardian Smt Pushpa W/o Anjinappa (20) Swamy S/o Gulappa all are legal heirs of late Munivenkatappa and (21) D S Gopalakrishna Bhattar (the respondent in LRF.INA.14/1974-1975) as Consenting witnesses, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 14.02.2012 registered as Document No.DNH-1-07261/2011-12 of Book-I, and stored in CD No.DNHD256 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khatha of the Schedule Property was transferred in the name of Vendor herein vide MR No.108/2011-12.

VI. WHEREAS subsequently, the late Munivenkatappa's brother late Narayanappa's family namely (1) Annapoornamma W/o late Narayanappa, (2) N Ramesh @ Ramesh S/o late Narayanappa, (3) Rangalakshmi @ Lakshmi W/o N Ramesh, (4) Naveen @ Naveen Kumar S/o N Ramesh, (5) Charan S/o N Ramesh, (6) Aruna D/o late Narayanappa, (7) Shylu D/o late Narayanappa, (8) Pushpa D/o late Narayanappa, (9) Mahesh S/o late Narayanappa, for himself and on behalf of his minor children (9a) Chethan S/o Mahesh (9b) Jeansi @ Janu D/o Mahesh, (10) Nirmala W/o Mahesh who had not joined in the execution of the sale deed in favour of Vendor herein, executed a confirmation deed in favour of the Vendor herein, vide a Deed of Confirmation dated 05.02.2019 registered as Document No.DNH-1-010628/2018-19 of Book-I, and stored in CD No.DNHD700 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore 42	
2	Devaraj, T. K, S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

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ನಂಬರ್ DNH-1-07286-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHC1177 ನೇ ಪ್ರತಿಯಲ್ಲಿ
ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿಯವರ [illegible] (ದೇವನಹಳ್ಳಿ)

ಕೆ.ಸಿ. ಗಿರೀಶ್
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VII. WHEREAS, based on application filed by the Vendor No.1 herein the Schedule Property is converted as under:

(a) Item No.I Schedule Property i.e., Sy.No.85 measuring 2 Acres 2 Guntas is converted from agricultural purpose to non-agricultural residential purpose vide Application No.10465, dated 31.07.2019;

(b) Item No.II Schedule Property i.e., Sy.No.91 measuring 1 Acre 9 Guntas is converted from agricultural purpose to non-agricultural residential purpose vide Application 10467 dated 31.07.2019.

VIII. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

IX. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

X. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XI. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.9,82,26,500/- (Rupees Nine Crores Eighty**

Two Lakhs Twenty Six Thousand Five Hundred Only) (hereinafter referred to as "**Total Sale Consideration**").

XII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XII are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment,

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government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property,

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed

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all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. FURTHER ASSURANCES:

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisiton or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

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9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

12. CONSENTING WITNESSES – Mrs. IRSHAD KHANUM:

12.1. The Vendor i.e. G A WAJEED KHAN herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR-4-00022-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mrs. Irshad Khanum**, D/o late Abbas Khan aged about 66 residing at No.36, 8th B Main Road, BTM Layout, 1st Stage, Bangalore -560 029.

12.2. The said Power of Attorney holder **Mrs. Irshad Khanum** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that she has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance,

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attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in her favour.

SCHEDULE PROPERTY

Item No.I

All that piece and parcel of Residentially converted undeveloped land bearing Survey No.85 measuring 2 Acre 2 Guntas vide Conversion Application No.10465 dated 31.07.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.89 of Devanahalli Village;
West By : Land in Sy.No.86/2, Sy.No.86/3 & Sy.No.86/4 of Devanahalli Village;
North By : Land in Sy.No.84/3A of Devanahalli Village;
South By : Land in Sy.No.88/1 of Devanahalli Village;

Item No.II

All that piece and parcel of Residentially converted undeveloped land bearing Survey No.91 measuring 1 Acre 9 Guntas vide Conversion Application No.10467 dated 31.07.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.92/1 & Sy.No.92/3;
West By : Land in Sy.No.90/2 and Sy.No.90/1 of Devanahalli Village;
North By : Land in Sy.No.84/3A & Sy.No.84/3B (old Sy.No.84/3) of Devanahalli Village;
South By : Land in Sy.No.88/4 of Devanahalli Village;

Market Value of the Schedule Property hereby conveyed is Rs.14,51,59,000/- (Rupees Fourteen Crores Fifty-One Lakhs Fifty Nine Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

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ANNEXURE – A

Total Sale Consideration of Rs.9,82,26,500/- (Rupees Nine Crores Eighty-Two Lakhs Twenty Six Thousand Five Hundred Only) paid in the following manner:

I. Rs.1,06,63,000/-(One Crore Six Lakhs Sixty Three Thousand Only) paid as per the below list (inclusive of TDS deducted @ 1%);

Sl. No.	Amount (in Rs.)	DD/Cheque No. drawn on Andhra Bank, N.R.Road Branch, Bangalore.	Dated
1	Rs.30,00,000/-	No.625201	DD dt.04.02.2019
2	Rs.30,00,000/-	No.625202	DD dt.04.02.2019
3	Rs.3,09,000/-	No.723739	DD dt.04.02.2019
4	Rs.30,000/-	No.723740	DD dt.04.02.2019
5	Rs.60,000/-	No.723741	DD dt.04.02.2019
6	Rs.4,74,000/-	No.363440	Cheque dt.11.03.2019
7	Rs.9,50,000/-	No.000004	Cheque dt.20.06.2019
8	Rs.20,00,000/-	No.000014	Cheque dt.06.09.2019
9	Rs.8,40,000/-	No.000036	Cheque dt.03.02.2020
Total	**Rs.1,06,63,000/-**		

II. Rs.1,50,00,000/- (One Crore Fifty Lakhs Only) from and out of the Cheque No.363404, dated 02.11.2017 Bangalore in favour of the Vendor No.1. (inclusive of TDS deducted @ 1%)

III. Rs.1,00,00,000/- (One Crore Only) from and out of the Cheque No 363404 dated 02.11.2017, to the Vendor No.2 through the Vendor No.1. (inclusive of TDS deducted @ 1%)

IV. Rs.3,00,00,000/-(Three Crores Only) by way of Cheque No.359639, dated 25.04.2017 drawn on Andhra Bank, NR Road Branch Bangalore to Vendor No.2 as instructed by Vendor No.1 herein (inclusive of TDS deducted @ 1%);

V. Rs.2,00,00,000/-(Two Crores Only) by way of RTGS from and out of UTR No.ANDBH17174164833, on 23.06.2017 to Vendor No.2 as instructed by Vendor No.1 herein (Inclusive of TDS deducted @ 1%);

VI. Rs.50,00,000/- (Fifty Lakhs Only) By way of Demand Draft bearing No.625375, dated 30.12.2020, issued by Andhra Bank, NR Road Branch, Bangalore in favour of the Vendor No.1 (Inclusive of TDS deducted @ 0.75%);

VII. Rs.75,63,500/-(Seventy Five Lakhs Sixty Three Thousand Five Hundred only) from and out of Cheque dated 29.12.2020 vide No.000093, drawn on Andhra Bank, NR Road Branch, Bangalore as instructed by the Vendor No.1 in favour of the Vendor No.2 (inclusive of TDS deducted @ 0.75%);

IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No. 1

VENDOR No. 2

DIRECTOR
CONFIRMING PARTY

CONSENTING WITNESSES:

For Jaganmata Property Developers Private Limited

PURCHASER
Director

Witnesses:

1\. (GANESHA)
No.130/1, Ulsoor Road
Bangalore-560042

2\. (DEVARAJ T.K)
No. 130/1, Ulsoor road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 27.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy , ರವರು 8679275.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	7911200.00	DD No 535473 Rs.7911200/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	768075.00	DD No 535488 Rs.768075/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	8679275.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ನೋಂದಣಾಧಿಕಾರಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ (ಪ್ರಭಾರ)
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.86/1 measuring 2 Acres 18 Guntas situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as **"Schedule Property"**

II. WHEREAS, the Schedule Property originally was a portion of Sy.No.86 measuring 4 Acres 37 Guntas (Larger Property), which was subsequently, phodied into two portions i.e., an extent of 2 Acres 18 Guntas (**"The Schedule Property"**) was assigned with Sy.No 86/1 and remaining extent of 2 Acres 19 guntas was assigned with Sy.No.86/2.

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ದೇವನಹಳ್ಳಿ ದಕ್ಷಿಣದ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:37:59 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	1536150.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	ಪರಿವರ್ತನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1536960.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
by M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ತಂದೆ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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III. WHEREAS one Sri Avathi Munishamappa S/o Avathi Muniyappa was the owner in respect of the Schedule Property who conveyed the same in favour of Sri H.Poojarappa S/o Poojari Hanumanthappa by way of a Sale Deed dated 24.12.1950 registered as Document No.2397/1950-51 of Book-I, Volume 593, at Pages 177 to 178 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IV. WHEREAS, the said H Poojarappa for himself and also acting as father and natural guardian for his minor children namely Narayanaswamy and Hanumanthappa, conveyed the Schedule Property in favour of Mariyappa S/o Byrappa through a Sale Deed dated 02.06.1952, registered as Document No.542/1952-53 of Book-I, Volume 613, at Pages 241 to 242 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, subsequently, the said Avathi Munishamappa S/o late Avathi Muniyappa, who could not buy-back the Schedule Property from H.Poojarappa, executed a Sale Deed cum Release Deed in favour of said Mariyappa S/o Byrappa vide Release Deed dated 25.07.1954 registered as Document No.777/1954-55 of Book-I, Volume 650, at Pages 72 to 73 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS, after the death of Mariyappa S/o Byrappa, his son Sri Narayanappa S/o late Mariyappa for himself and acting as father and natural guardian for his minor son Narayanaswamappa conveyed the Schedule Property in favour of Sri Muniyappa S/o late Venkatappa by way of a Sale Deed dated 13.02.1960 Registered as Document No.2633/1960-61 of Book-I, Volume 800 at Pages 105 to 109 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the said Sri Muniyappa S/o late Venkatappa and his children Sri.M.Nanjundaiah and Sri Krishnappa partitioned their family properties including the Schedule Property in a Partition Deed dated 26.12.1985 registered as Document No.1242/1985-86 of Book-I, Volume 1323 at Pages 171 to 174 in the office of the Sub Registrar, Devanahalli, Bangalore Rural

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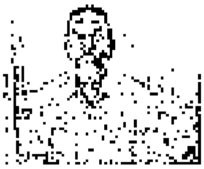
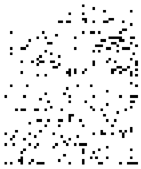
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory. Mr. Shaik Mohamed Huseen. (Confirming Party). (ಒಪ್ಪಿಗೆದಾರ)			

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District. In the said Partition Deed dated 26.12.1985, the Schedule Property (mentioned as Sy.No.86 instead of Sy.No.86/1) was allotted to the joint share of Muniyappa S/o Late Venkatappa and his son M Nanjundaiah and the Katha of the Schedule Property was transferred in the name of M.Nanjundaiah vide MR No.55/1988-89.

VIII WHEREAS, the said Sri M Nanjundaiah for self and acting as father and natural guardian for his minor children D.N.Shruthi and D.N.Roopesh, joined by his one more daughter D N Usha, conveyed the Schedule Property (mentioned as Sy.No.86 instead of Sy.No.86/1) in favour of Mr.Mohmmed Ali Vakil vide Sale Deed dated 23.11.2004 registered as Document No.DNH-1-03160/2004-05 of Book-1, and stored in CD No.DNHD28 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, and the katha of the same was transferred in his name vide MR No.318/2004-05.

IX. WHEREAS, subsequently, the said Mr.Mohmmed Ali Vakil conveyed the Schedule Property (mentioned as Sy.No.86 instead of Sy.No.86/1) in favour of Mr Dastagir Sab by way of a Sale Deed dated 08.02.2006 registered as Document No.DNH-1-06752/2005-06 of Book-I, and stored in CD No.DNHD79 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The katha of the Schedule Property was transferred in the name of Mr.Dastagir Sab vide M.R.No.315/2005-06.

X. WHEREAS, based on an application filed by Dastagir Sab, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR.288/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XI. WHEREAS, the Larger Property was phodied again on 04.02.2009 as per TQMPR No.43/08-09 as under:

(a) an extent of 2 Acres 18 Guntas being the Schedule Property was assigned with Sy.No.86/1.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj, T.K S/o Kodandaram No. 130/1 Ulsoor Main Road, Ulsoor Bangalore-42	

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ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

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(b) the remaining extent of 2 Acres 19 Guntas was again sub-divided into two portions wherein an extent of 1 Acre 9.5 Guntas was assigned with Sy.No.86/2 and another 1 Acre 9.5 Guntas was assigned with Sy.No.86/3.

XII. WHEREAS, on conversion, Mr.Dastagir Sab conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 02.02.2010 registered as Document No.DNH-1-05205/2009-10 of Book-I, and stored in CD No.DNHD186 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

XIII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XIV. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XV. WHEREAS, In this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XVI. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.7,59,50,000/- (Rupees Seven Crore Fifty Nine Lakhs Fifty Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ.

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

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ನಂಬರ DNH-1-07298-2020-21 ಆಗಿ

ಸಿ.ಡಿ. ನಂಬರ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ವಿ. ಸತೀಶ್

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

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Designed and Developed by C-DAC

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XVII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XVIII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XVIII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.7,59,50,000/- (Rupees Seven Crore Fifty Nine Lakhs Fifty Thousand Only)** - the Total Sale ; By way of RTGS vide UTR No. ICICR52020123000819430, dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 517297 dated 30.12.2020 drawn on ICICI Bank,

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M.G. Road Branch, Bangalore; By way of Demand Draft No.577898; dated 30.12.2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVIII are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy

the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

n) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

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o) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

p) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or Income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

q) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

r) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

s) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to

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the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits,

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actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 86/1 (Old Sy.No.86) measuring 2 Acre 18 Guntas vide Conversion Order No.ALN(D)SR 288/2007-08 dated 18.02.2008 issued by Deputy Commissioner

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Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.86/2, Sy.No.86/3 & Sy.No.86/4 of Devanahalli Village;
West By : Land in Sy.No.87 of Devanahalli Village;
North By : Land in Sy.No.83 of Devanahalli Village;
South By : Land in Sy.No.88/2 of Devanahalli Village:

Market Value of the Schedule Property is Rs.15,36,15,000/- (Rupees Fifteen Crore Thirty Six Lakhs Fifteen Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COW REALTY PVT LTD.

Authorised Signatory

For REYNOLD SHIRTING LTD.

Authorised Signatory

CONFIRMING PARTY

For Jaganmata Property Developers Private Limited

PURCHASER

Director

WITNESSES:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore. 560042

2. Devaraj T.N
130/1 Ulsoor Road
Bangalore - 42.

Drafted by:

Anitha
Advocate
Bangalore.

ಈ ದಸ್ತಾವೇಜು 12 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದ್ದು 2 ನೇ ಪುಸ್ತಕದ 4212/21-22

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SALE DEED

THIS SALE DEED made and executed on the Third Day of September Two Thousand Twenty One (03.09.2021) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

1. **Smt. A.C. PARVATHI** W/o late A C Radhakrishna aged about 62 years (Aadhar No.334493210289) residing at "Avathi House" No.158 (158/2) New No.2, 27th Cross, 6th Block, Jayanagara Bangalore 560 082.
2. **Sri A.R. KRISHNA KUMAR** S/o late A C Radhakrishna aged about 42 years (Aadhar No.709566433669) for self and as natural guardian of his minor sons (a) Shashaank K aged about 14 years (Aadhar No.646871903212) and (b) Dhruv K aged about 9 years (Aadhar No.403698420144) residing at "Avathi House" No.158 (158/2) New No.2, 27th Cross, 6th Block, Jayanagara Bangalore 560 082.
3. **Smt. A.R. VIDYA @ VIDYA N SWAMY** D/o late A C Radhakrishna W/o G Narayana Swamy aged about 50 years (Aadhar No.218969668528) residing at No.73, 3rd Main BHCS Layout, BTM 2nd Stage, Bannerghatta Road, Bangalore -560 076.
4. **Smt. A.R.PADMA** D/o late A C Radhakrishna W/o Sridhar N aged about 49 years (Aadhar No.487403485705) residing at Site No.11, 2nd Cross, Near Canara Bank, T F 2., Ajanta Enclave, ISRO Layout, Bangalore -560 011;
5. **Smt. A.R. MALATHI** D/o late A C Radhakrishna W/o G V Vishweshwara, aged about 44 years (Aadhar No.330457137699) residing at No.882, 9th Cross, Hebbal 2nd Stage, Vijayanagara, II Stage, Mysore 570 017;

Parties 1 to 5 all are represented by their General Power of Attorney Holder M/s Jaganmata Property Development Private Limited, (vide GPA dated 08.03.2018, registered as Document No. DNH-4-00851-2017-18, in Book IV, C.D.No.DNHD662, in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District) represented by its Authorised Signatory Mr. M G SANDEEP.

Hereinafter referred to as the **"Vendors"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, representatives, administrators, executors, etc., of the FIRST PART;

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmala Property Developers Private Limited Rep by Its Authorised Signatory Mr. Vishnu Moorthi. H Rep by his SPA Holder, M. G. Sandeep , ಇವರು 1387430.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	1222800.00	Challan No CR0921003000050145 Rs.1222800/- dated 02/Sep/2021
ಚಲನ್	164590.00	Challan No CR0921003000050145 Rs.164590/- dated 02/Sep/2021
ಚಲನ್	40.00	Challan No CR0921003000050145 Rs.40/- dated 02/Sep/2021
ಒಟ್ಟು :	1387430.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 03/09/2021

ಉಪನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ (ದೇವನಹಳ್ಳಿ)
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Designed and Developed by

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IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H.

Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns of the OTHER PART.

The Vendor and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS;

I. WHEREAS, the Vendors herein are the absolute owners in possession of all that piece and parcel of residentially converted undeveloped land bearing Sy.No.86/2 measuring 21 Guntas situated at Devanahalli Village, Kasaba Hobli, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as '**Schedule Property**'.

II. WHEREAS, the Schedule Property originally was part of the larger land bearing Sy.No.86/2 measuring 2 Acres 19 Guntas (hereinafter referred as **Larger Property**) belonging to one Munishamappa S/o Avathi Muniyappa who, from and out of the **Larger Property**, conveyed an extent of 21 guntas in favour of Lakshmamma W/o A.R Chikkapapaiah (Mother-in-Law of Vendor No.1 and Grandmother of Vendor No.2 to 5) vide Sale Deed dated 15.10.1952 registered as Document No.1730/1952-53, in Book-1 Volume No.621, at pages 110 to 112 in the office of the Sub Registrar Devanahalli, Bangalore District.

III. WHEREAS, the said Lakshmamma died on 20.01.1981 and her husband A.R Chikkapapaiah died on 14.07.1985 leaving behind them A C Radhakrishna only son and four (4) daughters namely A C Vimala, A C Yamuna, A C Vanaja, and A C Manjula as their legal heirs to succeed to their estates. The said A C Radhakrishna also died on 12.09.1998 leaving behind him the Vendors as his legal heirs to succeed to their estates.

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ದಸ್ತಾವೇಜು 4 ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ರಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 03-09-2021 ರಂದು 10:56:44 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	329180.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	1000.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	330220.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, Mr. Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

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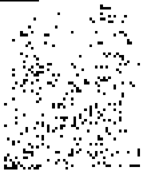
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, Mr. Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep			

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, Mr. Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep . Slo M. V. Gururaja (ಬರೆದುಕೊಡುವವರು)			
2	Smt. A. C. Parvathi, A. R. Krishnakumar (Self and Minor Guardian for Shashaank. K. & Dhruv. K), A. R. Vidya@ Vidya N Swamy, A. R. Padma, A. R. Malathi Rep by GPA Holder M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, M. G. Sandeep			

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IV. WHEREAS, the above said Munishamappa S/o Avathi Muniyappa after conveying an extent of 39 Guntas (from and out of Larger Property) in favour of Busaiah @ Busaiappa vide Sale deed dated 30.10.1946 registered as document No.999/1946-47 who in-turn conveyed the same in favour of Venkataramanappa @ Venkataramappa vide Sale deed dated 25.09.1947 registered as document no.243/1947-48 had retained the remaining extent of 39 Guntas and upon his death the same was inherited by his only one son Patelappa.

V. WHEREAS, though the said Munishamappa S/o Avathi Muniyappa conveyed an extent of 21 Guntas being the Schedule Property in favour of Lakshmamma, the Khatha of the Larger Property measuring 2 Acres 19 Guntas in Sy.No. 86/2 was however jointly transferred in favor of Venkateshappa and P Chandramma (W/o Late A V Muniraju the son of Venkataramappa) daughter in law of Patelappa vide M.R. No.37/88-89.

VI. WHEREAS, the said mutation vide M.R.No.37/88-89 was challenged by A C Manjula and A.R.Krishna Kumar (the legal heirs of Lakshmamma) in R.A(De)152/11-12 and Assistant Commissioner, Doddaballapura Sub Division vide his order dated 16.06.2017 cancelled the said mutation vide M.R. No.37/88-89 and ordered for mutation of 21 Guntas in the names of A C Manjula and A R Krishna Kumar. Further, basis statements made by A C Vimala, A C Yamuna and A C Vanaja, the Khatha for the Schedule Property was transferred in the name of A.C.Manjula and A.R Krishna Kumar in the revenue records.

VII. WHEREAS, accordingly, the Katha for the Larger Property was transferred in the following manner:

(A) An extent of 1 Acre 9.08 guntas in Sy.No.86/2 was transferred in the following names as under:

(I) 28.08 Guntas was transferred in the name of A.V.Venkateshappa.
(II) 21 Guntas was transferred in the joint names of A.C.Manjula and A.R.Krishna Kumar.

(B) An extent of 1 Acre 9.08 Guntas in Sy.No.86/3 was transferred in the name of P.Chandramma.

The same has been mutated in M.R.No.86/2017-18.

VIII. WHEREAS, subsequently the land in Sy.No.86/2 measuring 1 Acres 9.08 Guntas was phodied as per the ADLR Order;

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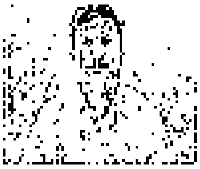
3	M/s. Provident Housing Limited Rep by its Director, Nani R Choksey Rep by his SPA Holder, Mr. R. Veerabhadraswamy . ([illegible])			

2 ನೇ ಪುಸ್ತಕದ 4212/21-22 ನೇ
ದಸ್ತಾವೇಜು 6 ನೇ ಪುಟ

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ದೇವನಹಳ್ಳಿ

(i) An extent of 21 Guntas in the name of A C Manjula D/o Late A R Chikkapapaiah and A R Krishna Kumar S/o Late A C Radhakrishna was assigned with Sy.No.86/2 – The **Schedule Property.**

(ii) An extent of 28.8 Guntas in the name of A V Venkarteshappa was assigned with Sy.No.86/4

The same is mutated vide MR No.T21/2017-18.

IX. WHEREAS, subsequently, the daughter of late Lakshmamma and A.R.Chikkapapaiah namely A.C.Manjula, A.C Vimala, A.C Yamuna, A.C Vanaja relinquished all their rights, title and interest over their family property including the Schedule Property, in favour of A.C.Krishna Kumar (grandson of late Lakshmamma) – Vendor No. 2 herein, by way of Relinquishment cum Release deed dated 09.05.2012 registered as Document No.00012/2012-13 of Book-IV, stored in C D No.SHRD20, in the office of the Senior Sub Registrar, Shanthi Nagara, Bangalore.

X. WHEREAS, thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

XI. WHEREAS, the Vendor being need of funds to meet their family and legal necessities to fulfill their debts and to purchase an alternate property decided to dispose off the Schedule Property and accordingly agreed to convey the Schedule Property to M/s Provident Housing Limited (hereinafter referred as Confirming Party) and the Vendor joined by Smt A C Vimala D/o late A R Chikkapapaiah, Smt A C Vanaja D/o late A R Chikkapapaiah and Smt A C Manjula D/o late A R Chikkapapaiah as Consenting Witness have entered into an Agreement of Sale dated 08.03.2018 registered as Document No.DNH-1-10498/2017-18 of Book-I, stored in CD No.DNHD662 in the office of the Sub Registrar Devanahalli, Bangalore Rural District read with Supplementary Agreement dated 09.03.2018 with respect to Schedule Property as per terms and conditions mentioned therein.

XII. WHEREAS, simultaneously with the execution of the Agreement of Sale dated 08.03.2018, the Vendor herein also have executed a General Power of Attorney dated 08.03.2018 registered as document No.DNH-4-00851-2017-18 in Book-IV and stored in CD No.DNHD662 in the office of the Sub Registrar Devanahalli, Bangalore Rural District, in favour of the Purchaser herein - M/s. Jaganmata Property Developers Private Limited with respect to Schedule Property.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Prashanth S/o Basavaraju No. 130/1, Ulsoor Road, Bangalore-42	(signature)
2	Ganesha S/o Sanjeev No. 130/1, Ulsoor Road, Bangalore-42	(signature)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

I hereby certify that on production of the original document I have satisfied myself that the stamp duty of Rs. 472500/- has been paid thereon. Vide GPA Document No. 851/2017-18, Book-4, CD No. 662, Dt: 08-03-2018 at Sub Registrar Devanahalli

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-04212-2021-22 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1346 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 03-09-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಕೆ.ಎಸ್. ಅರವಿಂದ
(ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ದೇವನಹಳ್ಳಿ)
ದೇವನಹಳ್ಳಿ

Designated ... Auth. Pune

XIII. WHEREAS on the application made by the Vendors, the Schedule Property is converted from agricultural to non-agricultural residential purpose vide Conversion Order No.LAND10011505 dated 12.04.2019 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XIV. WHEREAS the Vendors, along with the Confirming Party, have offered to sell the Schedule Property to the Purchaser herein, making the following representations:-

a) that the Vendors are the absolute owners of the Schedule Property and their title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

b) that the Schedule Property is not subject to any encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

c) that there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act and schedule property is not a granted land;

d) that the Vendors have not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else and have not executed any power of attorney in favour of any third party except the ones that is mentioned in this Sale Deed;

e) that the Vendors are in possession and enjoyment and personal occupation of the Schedule Property;

f) that the Schedule Property is not a property in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property;

g) that the Vendors have paid all the land revenue, taxes, cesses and other statutory charges with regard to the Schedule Property;

h) that there is no impediment for the Vendors to acquire or hold or to sell the Schedule Property under any law;

i) that the Schedule Property is duly converted for non-agricultural residential use vide Conversion Order No.LAND10011505 dated 12.04.2019 issued by the Deputy Commissioner, Bangalore Rural District.

j) That the Schedule Property is not a benami Property and the transaction is not a benami transaction as per the provisions of the Benami Transactions (Prohibition) Act, 1988.

k) The Confirming Party herein confirms that, post execution of the aforesaid Sale Agreements, the Confirming Party have not done any act, deed or things which would affect the title of the Schedule Property and have not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and have not entered into any Agreement and/or executed any power of attorney in favour of any third party/ies.

l) The Vendors and the Confirming Party 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 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's title to the Schedule Property.

XV. WHEREAS, acting on the said representations, the Purchaser has agreed to purchase the Schedule Property for a total sale consideration of **Rs.94,50,000/- (Rupees Ninty Four Lakhs Fifty Thousand Only) (TOTAL SALE CONSIDERATION).** The Purchaser having paid the Total Sale Consideration, has called upon the Vendors to execute this Deed of Sale;

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1) That in pursuance of the foregoing and in Total Sale Consideration of Rs.94,50,000/- (Rupees Ninty Four Lakhs Fifty Thousand Only) paid in the following manner;

(i) Rs.37,42,200/-(Rupees Thirty Seven Lakhs Forty Two Thousand Two Hundred Only) by way of Demand Draft No.011117, dated 05.03.2018, drawn on Andhra Bank, N R Road Branch, Bangalore in favour of Krishna Kumar A R the Vendor No.2 herein;

(ii) Rs,37,800/-(Rupees Thirty Seven Thousand Eight Hundred Only) being 1% Tax Deducted at Source (TDS) under the provisions of Section 194 IA of the Income Tax Act, 1961.

(iii) Rs.37,42,200/-(Rupees Thirty Seven Lakhs Forty Two Thousand Two Hundred Only) after deducting 1% TDS by way of Demand Draft No.011134 dated

07.03.2018 drawn on Andhra Bank, NR Road Branch, Bangalore in favour of Krishna Kumar A R the Vendor No.2 herein;

(iv) Rs.37,800/-(Rupees Thirty Seven Thousand Eight Hundred Only) being 1% Tax Deducted at Source (TDS) under the provisions of Section 194 IA of the Income Tax Act, 1961.

(v) Rs.9,35,550/-(Rupees Nine Lakhs Thirty Five Thousand Five Hundred and Fifty Only) by way of Demand Draft No.011118, dated 05.03.2018 drawn on Andhra Bank, NR Road Branch, Bangalore in favour of Krishna Kumar A R the Vendor No.2 herein;

(vi) Rs.9,450/- (Rupees Nine Thousand Four Hundred and Fifty Only) being 1% Tax Deducted at Source (TDS) under the provisions of Section 194 IA of the Income Tax Act, 1961.

(vii) Rs.9,35,550/-(Rupees Nine Lakhs Thirty Five Thousand Five Hundred and Fifty Only) by way of Demand Draft No.011135, dated 07.03.2018 drawn on Andhra Bank, NR Road Branch, Bangalore in favour of Krishna Kumar A R the Vendor No.2 herein;

(viii) Rs.9,450/- (Rupees Nine Thousand Four Hundred and Fifty Only) being 1% Tax Deducted at Source (TDS) under the provisions of Section 194 IA of the Income Tax Act, 1961.

AND the said Total Sale Consideration is reimbursed by the Purchaser to the Confirming Party vide consolidated Cheque No. 000063 dated 09.11.2020 drawn on Andhra Bank, NR Road Branch, Bangalore.

the receipt of which the VENDORS and Confirming Party hereby accepts and acknowledges in full and final settlement and towards satisfaction of the entire sale price and the Vendors, Confirming Party herein confirms agreeing to receive the entire sale consideration in a specified manner as above and nothing is due to them from the Purchaser and the VENDORS hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, all that piece and parcel of residentially converted undeveloped land being Sy.No.86/2 measuring 21 Guntas, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule herein and hereinafter referred to as the Schedule Property or "PROPERTY HEREBY CONVEYED", with the land, trees, plants, water courses, fences and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as absolute owners thereof, free from all encumbrances forever;

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2) POSSESSION OF THE SCHEDULE PROPERTY:

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

3) DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

4) VENDORS COVENANTS:

a. The Vendors does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b. The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals above are true, complete and accurate in all respects;

c. The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax

liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d. The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

e. There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

f. The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

g. Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

h. There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendors that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961,

i. There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

j. The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and

there is no further reduction in the physically available extent of land in the Schedule Property.

k. There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

l. The Schedule Property or any part thereof is not reserved for any public purpose;

m. In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

n. There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

o. There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

p. There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or

any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

q. The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Sale Consideration mentioned hereinabove and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

5) FURTHER ASSURANCES:

5.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

5.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the

rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

5.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

6) INDEMNITY:

6.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively **"Losses"**) which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor or a matter or event which renders any of the Vendor warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendors title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits,

actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breech by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

6.2. Notwithstanding anything contained in Clause 6.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

7) **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

8) **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of Residentially converted undeveloped land bearing Survey No.86/2 measuring 21 guntas vide Conversion Order No.LAND10011505 dated 12.04.2019 issued by the Deputy Commissioner, Bangalore Rural District situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by :	Land bearing Survey No.85 of Devanahalli Village ;
West by:	Land bearing Survey No. 86/1 of Devanahalli Village;
North by:	Land bearing Survey No. 83 and 84/3A of Devanahalli Village;
South by:	Land bearing Survey No. 86/4 of Devanahalli Village;

Market Value of the Schedule Property is Rs.3,29,18,000/- (Rupees Three Crores Twenty nine lakh Eighteen Thousand Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

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IN WITNESS WHEREOF, the Vendors, Confirming Party have executed this DEED OF SALE in favour of the Purchaser on the day, month and year first above written in the presence of the following witnesses:

Vendors represented by their GPA Holder
M/S JAGANMATA PROPERTY DEVELOPMENT PRIVATE LIMITED.

For Provident Housing Ltd.
N. K. Choksey
Director
(M/s PROVIDENT HOUSING LIMITED)
CONFIRMING PARTY

For Jaganmata Property Developers Private Limited
Authorised Signatory

PURCHASER

Witnesses:
1. No. 13, 4, Ulsoor Road
Bangalore-560042

2. Ganesha
GANESHA
#13011 Ulsoor Road
Bangalore-42.

Drafted by:

(Nil Pandey)

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SALE DEED

THIS DEED OF SALE executed on the Third Day of September Two Thousand Twenty One (03/09/2021):

BY AND BETWEEN:

1. A V Venkateshappa @ A V Venkatesh @ Venkateshappa S/o late Venkataramappa @ Venkataramarappa aged about 85 years (Aadhar No.284003375088) for self and as natural guardian of his grandson Mohan Kumar S/o late Kumar V aged about 15 years,

2. Smt. Rajamma W/o Venkateshappa aged about 67 years (Aadhar No.295279814121)

3. Smt. Munirathnamma W/o late Kumar V aged about 34 years (Aadhar No.835339472325)

4. Sri Narayanaswamy @ V Narayanaswamy S/o Venkateshappa aged about 38 years (Aadhar No.264404655810) for self and as natural guardian of his children (a) Tejaswini aged about 9 years and (b) Prasheeth aged about 5 years.

5. Sri Krishnappa @ V Krishnappa S/o Venkateshappa aged about 36 years (Aadhar No.384051199442) for self and as natural guardian of his daughter Ghamya aged about 1 year.

6. Sri Devaraja @ V Devaraja S/o Venkateshappa aged about 34 years (728051859096)

   All parties 1 to 6 are residing at No.120, Maralubagilu Kumbara Beedi, Devanahalli Bangalore Rural District-560 110.

7. Sri V Muniraja @ V Muniraju S/o Venkateshappa aged about 42 years for self and as natural guardian of his minor children (a) Vijay Kumar @ Vinay Kumar aged about 15 years (b) Puneeth aged about 10 years.
   Residing at No.116, 13th Ward, Kumbara Street Devanahalli Bangalore Rural District-562 110.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory. Mr. Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep . ಇವರು 1882960.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಪ್ರಮಾಣೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	1659550.00	Challan No CR0921003000050656 Rs.1659550/- dated 02/Sep/2021
ಚಲನ್	223370.00	Challan No CR0921003000050656 Rs.223370/- dated 02/Sep/2021
ಚಲನ್	40.00	Challan No CR0921003000050656 Rs.40/- dated 02/Sep/2021
ಒಟ್ಟು :	1882960.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 03/09/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ.

Designed and Developed by C-DAC, Pune.

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ಪುಸ್ತಕ 3 ನೇ ಪುಟ

8. Smt Yashodamma Mallesappa @ V Yashodamma D/o Venkateshappa and W/o Mallesappa aged about 42 years,
   Residing at No.3/353, Chembarasanapalli, Krishnagiri District Tamilnadu-635 117 (Aadhar No.439100083768)

   Parties 1 to 8 all are represented by their General Power of Attorney Holder M/s Jaganmata Property Development Private Limited, (vide GPA dated 06.03.2018 registered as document no.DNH-4-00845-2017-18 of Book-IV, stored in CD No.DNHD661 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District) represented by its Authorised Signatory Mr. M G SANDEEP.

Hereinafter referred to as the "VENDORS", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, representatives, administrators, executors, etc., of the FIRST PART;

IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED,
A private limited company incorporated under the Companies Act, 2013 and having its Office at No. Survey No-08, Opp to Mahindra Satyam Side line of Godrej Green Building, Kondapura Hyderabad, Telangana -560 033. Represented by its Authorised Signatory Mr.Vishnu Moorthi H. (PAN:AADCJ6168N),

Hereinafter referred to as the "PURCHASER", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title and assigns of the OTHER PART.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors herein are the absolute owners in possession of all that piece and parcel of residentially converted undeveloped land bearing Sy.No.86/4 measuring 28.5 Guntas situated at Devanahalli Village, Kasaba Hobli, Bangalore Rural District which is morefully described here-under in the Schedule and hereinafter referred as '**Schedule Property**'.

II. WHEREAS, the Schedule Property originally was part of the larger land bearing Sy.No.86/2 measuring 2 Acres 19 Guntas (hereinafter referred as "**Larger Property**") belonging to one Munishamappa S/o Avathi Muniyappa who, from and out of the Larger Property, conveyed an extent of 39 guntas in favour of Busaiah S/o Avathi Ramaswamappa vide Sale Deed dated 30.10.1946 registered

Print Date & Time : 03-09-2021 11:59:02 AM

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ದೇವನಹಳ್ಳಿ ದಫ್ತರದ ಉಪನೋಂದಣಾಧಿಕಾರಿ ದೇವನಹಳ್ಳಿ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 03-09-2021 ರಂದು 10:44:34 AM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	446740.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	1000.00
3	ಮ್ಯುಟೇಶನ್ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	447780.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, Mr. Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, Mr. Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep			

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, Mr Vishnu Moorthi. H. Rep by his SPA Holder, M. G. Sandeep . ತಂದೆ M. V Gururaja (ಬರೆದುಕೊಡುವವರು)			
2	A.V.Venkateshappa@A.V Venkatesh @Venkateshappa (Self and Minor Guardian for Mohan Kumar), Rajamma, Munirathnamma, Rep by GPA Holder M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, M. G. Sandeep (ಬರೆದುಕೊಟ್ಟವರು)			

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as Document No.999/1946-47, in Book-I, Volume No.518, at pages 1 to 3 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

III. WHEREAS, the said Busaiah @ Busalappa S/o Avathi Ramaswamappa in turn conveyed the said 39 Guntas in Sy.No.86/2 in favour of his brother Venkataramappa @ Venkataramanappa S/o Avathi Rameswamappa the father of the First Vendor herein, vide Sale Deed dated 29.09.1947 registered as Document No.243/1947-48 in Book-I, Volume No.528 at Pages 232 to 234 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IV. WHEREAS, the above said Venkataramappa @ Venkataramanappa and his wife Muniyamma died intestate leaving behind their children (1) A V Narayanaswamy (2) A V Muninarayanamma (3) A V Tulasamma (4) A V Venkateshappa (5) A V Muniraju (6) A V Nagarajappa and (7) A V Yashodamma to succeed to their estates including the Schedule Property.

V. WHEREAS, In an oral partition among the family members of late Venkataramappa @ Venkataramanappa the Schedule Property was allotted to the share of Venkateshappa the First Vendor herein.

VI. WHEREAS, Munishamappa S/o Avathi Muniyappa after conveying an extent of 39 guntas in favour of Busaiah, conveyed an extent of 21 Guntas in favour of One Lakshmamma W/o A R Chikkapapaiah vide Sale Deed dated 15.10.1952 registered as Document No.1730/52-53 in Book-I, Volume No.621, at pages 110 to 112 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the said Munishamappa S/o Avathi Muniyappa, in the Larger Property after conveying 39 Guntas in favour of Busaiah @ Busaiappa S/o Avathi Ramaswamappa and 21 Guntas in favour of Lakshmamma W/o A R Chikkapapaiah, thus retained the remaining extent of land measuring 39 Guntas and upon his death the same was inherited by his only son Patelappa.

VIII. WHEREAS, the Katha of the Larger Property measuring 2 Acres 19 Guntas was however jointly transferred in favour of Venkateshappa the Vendor No.1 and P Chandramma (Wife of late A V Muniraju the son of Venkataramanappa) daughter in law of Patelappa vide MR No.37/88-89.

IX. WHEREAS, the said mutation vide 37/88-89 was challenged by the legal heirs of Lakshmamma in R A (De)152/11-12 and Assistant Commissioner, Doddaballapura Sub Division vide his order dated 16.06.2017 cancelled the said

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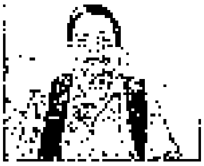
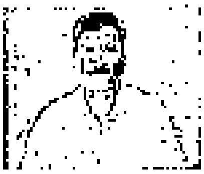
3	Devaraja @ V. Devaraju. V Muniraja @ V. Muniraju. (Self and Minor Guardian for Vijay Kumar @ Vinay kumar, Pyreeth), Yashodamma Mallesappa @ V. Yashodamma. Rep by GPA Holder M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, M. G. Sandeep (ಬರೆದುಕೊಡುವವರು)			
4	Narayanaswamy @ V. Narayanaswamy (Self and Minor Guardian for Tejaswini & Prashanth), Krishnappa @ V. Krishnappa(Self and Minor Guardian forChamya). Rep by GPA Holder M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory, M. G. Sandeep (ಬರೆದುಕೊಡುವವರು)			
5	M/s Provident Housing Limited Rep by its Director, Nan R Choksey Rep by his SPA Holder, Mr. R. Veerabhadraswamy . (ಒಪ್ಪಿಗೆದಾರರು)			

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mutation and ordered for mutation of 21 Guntas in favour of the legal heirs of Lakshmamma Viz, A C Manjula and A R Krishna Kumar.

X. WHEREAS, subsequently the Larger Property measuring 2 Acres 19 Guntas was phodied by the Department of Assistant Director of Land Records and the extents were modified as under;

(i) An extent of 21 guntas in the name of A.C.Manjula and A.R.Krishna Kumar was assigned with Sy.No.86/2.

(ii) An extent of 28.5 guntas in the name of A.V.Venkatesh @ Venkateshappa (Vendor No.1) was assigned with Sy.No.86/4 the **Schedule Property**.

(iii) An extent of 1 Acre 9.08 Guntas in the name of P Chandramma (Wife of late A V Muniraju the son of Venkataramappa) daughter in law of Patelappa, was assigned with Sy.No.86/3.

The same was mutated vide M.R.No.721/2017-18.

XI. WHEREAS, thus the Vendors herein became the absolute owners in possession of the Schedule Property to the exclusion of all others.

XII. WHEREAS, the Vendors being need of funds to meet their family and legal necessities to fulfill their debts and to purchase an alternate property decided to dispose off the Schedule Property and accordingly agreeing to convey the same in favour of M/s. Provident Housing Limited (hereinafter referred as Confirming Party) entered into an Agreement of Sale dated 06.03.2018 registered as Document No.10387/17-18 of Book-I, stored in CD No.DNHD661 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District read with Supplementary Agreement dated 06.03.2018 agreeing to convey the Schedule Property as per terms and conditions mentioned therein.

XIII. WHEREAS, the Vendors herein also executed a General Power of Attorney dated 06.03.2018 registered as document no.DNH-4-00845-2017-18 of Book-4, stored in CD No.DNHD661 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District in favour of the Purchaser herein - M/s.Jaganmata Property Developers Private Limited with respect to Schedule Property.

ಗುರುತಿಸುವವರು

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1	Ganesha S/o Sanjeev No. 130/1, Uscor Road, Bangalore-42	Ganesha
2	Prashanth S/o Basavaraju No. 130/1, Uscor Road, Bangalore-42	

ಸಹಿ ಮತ್ತು ಮುದ್ರೆ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ 03/09/2021

I hereby certify that on production of the original document, I have satisfied myself that the stamp duty of Rs. 641250/- has been paid thereon. Vide GPA Document No. 845/2017-18, Book-4, CD No. 661, Dt. 05-03-2018 at Sub Registrar Devanahalli

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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ಸಂಖ್ಯೆ DNH-1-04209-2021-22 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHD1046 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 03-09-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

03/09/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ಪಿ. ನವೀನ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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XIV. WHEREAS, on the application made by the Vendors the **Schedule** Property is converted from agricultural to non-agricultural residential purpose vide Conversion Order No.LAND10009277 dated 12.04.2019 issued by the **Deputy** Commissioner, Bangalore Rural District.

XV. WHEREAS the Vendors, joined by the Confirming Party have offered to sell the Schedule Property to the Purchaser herein, making the following representations:-

a) that the Vendors are the absolute owners of the Schedule Property and their title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

b) that the Schedule Property is not subject to any encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

c) that there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act and schedule property is not a granted land;

d) that the Vendors have not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else and have not executed any power of attorney in favour of any third party except the ones that is mentioned in this Sale Deed;

e) that the Vendors are in possession and enjoyment and personal occupation of the Schedule Property;

f) that the Schedule Property is not a property in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property;

g) that the Vendors have paid all the land revenue, taxes, cesses and other statutory charges with regard to the Schedule Property;

h) that there is no impediment for the Vendors to acquire or hold or to sell the Schedule Property under any law;

(i) that the **Schedule** Property is converted for non-agricultural residential use vide Conversion Order No.LAND10009277 dated 12.04.2019 issued by the Deputy Commissioner, Bangalore Rural District.

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(j) That the Schedule Property is not a benami Property and the transaction is not a benami transaction as per the provisions of the Benami Transactions (Prohibition) Act, 1988.

(k) The Confirming Party herein confirms that, post execution of the aforesaid Sale Agreements, the Confirming Party have not done any act, deed or things which would affect the title of the Schedule Property and have not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and have not entered into any Agreement and/or executed any power of attorney in favour of any third party/ies.

(l) The Vendors and the Confirming Party 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 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's title to the Schedule Property.

XVI. WHEREAS, acting on the said representations, the Purchaser has agreed to purchase the Schedule Property for a total sale consideration of Rs.1,28,25,000/- (Rupees One Crore Twenty Eight Lakhs Twenty Five Thousand Only). **(TOTAL SALE CONSIDERATION)**

XVII. WHEREAS, the Purchaser having paid the Total Sale Consideration as per above said manner, has called upon the Vendors & Confirming Party to execute this Deed of Sale;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. That in pursuance of the foregoing and in total consideration of Rs.1,28,25,000/- (Rupees One Crore Twenty Eight Lakhs Twenty Five Thousand Only), paid in the following manner;

(i) Rs.1,18,80,000/- (Rupees One Crore Eighteen Lakhs Eighty Thousand Only) by way of Demand Draft No.011129, dated 05.03.2018 drawn on Andhra Bank, N R Road Branch, Bangalore in favour of Venkateshappa the Vendor No.1 herein;

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(ii) Rs.1,20,000/- (Rupees One Lakh Twenty Thousand Only) being 1% Tax Deducted at Source (TDS) under the provisions of Section 194 IA of the Income Tax Act 1961;

(iii) Rs.8,16,750/-(Rupees Eight Lakhs Sixteen Thousand Seven Hundred and Fifty Only) by way of Demand Draft No.011130, dated 05.03.2018, drawn on Andhra Bank, NR Road Branch, Bangalore in favour of Venkateshappa the Vendor No.1 herein;

(iv) Rs.8250/- (Rupees Eight Thousand Two Hundred and Fifty Only) being 1% Tax Deducted at Source (TDS) under the provisions of Section 194 IA of the Income Tax Act 1961;

AND the said Total Sale Consideration is reimbursed by the Purchaser to the Confirming Party vide consolidated Cheque No. 000063 dated 09.11.2020 drawn on Andhra Bank, NR Road Branch, Bangalore.

the receipt of which the VENDORS, Confirming Party hereby accepts and acknowledges in full and final settlement and towards satisfaction of the entire sale price and the VENDORS hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, all that piece and parcel of residentially converted land being Sy. No. 86/4 measuring 28.5 Guntas, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is more fully described in the schedule herein and hereinafter referred to as the Schedule Property or "PROPERTY HEREBY CONVEYED", with the land, trees, plants, water courses, fences and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as absolute owner thereof;

The Vendors have this day delivered full, free and vacant possession of the Schedule Property to the Purchaser.

The Vendors have this day delivered all the available original documents of title relating to the Schedule Property to the Purchaser;

2. POSSESSION OF THE SCHEDULE PROPERTY:

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every

part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

3. DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

4. VENDORS COVENANTS:

a. The Vendors does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b. The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals above are true, complete and accurate in all respects;

c. The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d. The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has

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taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

e. There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991,

f. The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

g. Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

h. There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendors that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

i. There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

j. The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

k. There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

l. The Schedule Property or any part thereof is not reserved for any public purpose;

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m. In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

n. There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

o. There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

p. There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

q. The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times

hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned hereinabove and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

5. FURTHER ASSURANCES:

a. The Confirming Party *inter alia* confirms that, It has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

b. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

c. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

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6. INDEMNITY:

6.1. The Vendors do hereby Indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor or a matter or event which renders any of the Vendor warranties false, Incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendors title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, In any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

6.2. Notwithstanding anything contained in Clause 6.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed,

incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

7. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

8. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of immovable property being Residentially converted land bearing Survey No. 86/4 measuring 28.5 guntas vide Conversion Order No.LAND10009277 dated 12.04.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by :	Land bearing Survey No.85 of Devanahalli Village ;
West by:	Land bearing Survey No. 86/1 of Devanahalli Village;
North by:	Land bearing Survey No. 86/2 of Devanahalli Village;
South by:	Land bearing Survey No. 86/3 of Devanahalli Village;

Market Value of the Schedule Property is Rs.4,46,76,000/- (Rupees Four Crore Forty Six Lakh Seventy Six Thousand Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

IN WITNESS WHEREOF, the Vendors, Confirming Party have executed this DEED OF SALE in favour of the Purchaser on the day, month and year first above written in the presence of the following witnesses:

Vendors represented by their GPA Holder
M/S JAGANMATA PROPERTY DEVELOPMENT PRIVATE LIMITED.

For Provident Housing Ltd.
Director
(M/s PROVIDENT HOUSING LIMITED)
CONFIRMING PARTY

For Jaganmata Property Developers Private Limited
Authorised Signatory

PURCHASER

Witnesses;

1.

Drafted by:

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore ("**Sale Deed**"):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND;

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 3631150.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	3309810.00	DD No 535470 Rs.3309810/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	321340.00	DD No 535486 Rs.321340/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	3631150.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ನೋಂದಣಿ ಯುಕ್ತ ಅಧಿಕಾರಿ

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ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthy H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.88/1 measuring 1 Acre 1 Gunta (excluding 01 Gunta of B Kharab) situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is morefully described hereunder in the Schedule and hereinafter referred to as "**Schedule Property**".

II. WHEREAS the Schedule Property originally was a portion of land measuring 5 Acres 39 Guntas in Sy.No.88, which was phodied in the year 1944 in two portions i.e., Sy.No.88/1 measuring 3 Acres 4 Guntas (excluding 3 Guntas of Karab) and Sy.No.88/2 measuring 2 Acres 35 Guntas (excluding 3 Guntas of Karab)

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ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:23:26 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ನಮೂದಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	642590.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	895.00
3	ಪುಟೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	643525.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

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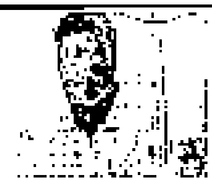
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿಕೊಂಡವರು

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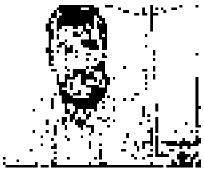
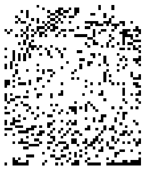
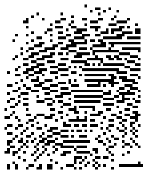
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy . ಬಿನ್ R. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Corr. Realty Private Limited Rep by its Authorised Signatory Mr.Tok Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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III. WHEREAS, the Schedule Property is a portion of land bearing Sy.No.88/1 measuring 3 Acres 4 Guntas (Larger Property) belonged to Mr D.S.Srinivasa Murthy and family. From and out of the Larger Property, the children of Mr.D.S.Srinivasa Murthy namely D.S.Chandrashekar Rao and Mr.D.S.Suryanayan Rao executed a Release Deed cum Settlement Deed in favour of their father D.S.Srinivasa Murthy as under;

(a) The said D.S.Srinivasa Murthy under a Release cum Settlement Deed dated 28.02.1960 registered as Document No.2784/1959-1960 of Book-I, Volume No.775, at Pages 176 to 182 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, retained an extent of 1 Acre 22 Guntas in Sy.No.88/1

(b) And the said D.S.Chandrashekar Rao under a Release cum Settlement Deed dated 20.12.1966 registered as Document No.3340/1966-1967 of Book-I, Volume No.973, at Pages 64 to 66 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, retained an extent of 1 Acre 22 Guntas in Sy.No.88/1.

Thus the said D.S.Srinivasa Murthy and D.S.Chandreshekar Rao became the absolute owner of their respective shares measuring 1 Acre 22 Guntas each in all measuring 3 Acres 4 Guntas in Sy.No.88/1 (the Larger Property), situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

IV. WHEREAS, thereafter, the said Sri D S Chandrashekhar Rao and D S Suryanarayan Rao conveyed the Larger Property in favour Muniyappa S/o Venkatappa by way of a Sale deed dated 30.04.1971 registered document No.1030/1971-72 of Book-I, Volume No.1078 at Pages 237 to 239 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, the said Muniyappa S/o Venkatappa conveyed the Larger Property to one Smt Nanjamma W/o Veerabhadrappa vide Sale deed dated 03.07.1971 registered as document No.1033/1971-72 of Book-I, Volume No.1078, at Pages 239 to 240 in the Office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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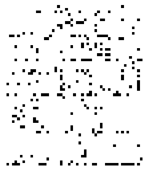
3	M/s. REYNOLD SHIRTING LIMITED Rep by It's Authorised Signatory Mr. Shaik Mahamed Husoon (Confirming Party) (ಒಪ್ಪಿಗೆ ದಾರ)			

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VI. WHEREAS the said Nanjamma W/o Veerabhadrappa re-conveyed the Larger Property in favour of Muniyappa S/o Venkatappa by way of a Sale deed dated 24.04.1974 registered as document No.754/1974-75 of Book-I, Volume No.1131, at Pages 219 to 221 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the said Muniyappa S/o Venkatappa sold the Larger Property in favour of Doddanna @ Kallappa S/o Chikka Kallappa through a Sale deed dated 24.04.1974 registered as document No.756/1974-75 of Book-I, Volume No.1132 at pages 196 to 198 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VIII. WHEREAS, though the Larger Property was purchased by Dodanna S/o Chikka Kallappa, the same was pooled into the family and accordingly, the family members of late Chikka Kallappa namely (1) Chikkaveerappa S/o late Chika Kallappa (2) Kallappa @ Doddanna S/o late Chikka Kallappa and (3) Papamma D/o late Chikka Kallappa, partitioned their family property including the Larger Property vide Partition deed dated 24.12.1999 registered as document No.1574/1999-2000, of Book-I, Volume No.1818, at Pages 162 to 178 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 24.12.1999, the Larger Property was allotted to the share of Kallappa @ Doddanna S/o late Chikkakallappa as per Schedule "B" therein.

IX. WHEREAS, subsequently the said Kallappa @ Doddanna S/o late Chikkakallappa and their family namely, Muniyamma W/o Kallappa @ Doddanna, Munirajappa S/o Kallappa @ Doddanna, Nagaraja S/o Kallappa @ Doddanna, Srinivasa S/o Kallappa @ Doddanna Partitioned their family property vide Partition Deed dated 13.08.2004 registered as document No.1457/2004-05 of Book-I, and stored in CD No.DNHD18 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition Deed dated 13.08.2004, the Larger Property was partitioned as under:

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1	Ganesha S/o Sanjeeva No. 130/1. Usoor Main Road, Usoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1. Usoor Main Road, Usoor Bangalore-42	T.K

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Kept Pending for Technical Problem

Designed and Developed by C-DAC, ACTS, Pune

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(a) an extent of land measuring 1 Acre 1 Guntas in Sy.No.88/1 was allotted to the share of Munirajappa under Schedule B therein and the same was mutated vide M.R.No.263/2006-07;

(b) an extent of land measuring 1 Acre 2 Guntas in Sy.No.88/1 was allotted to the share of Nagaraja under Schedule 'C' therein and the same was mutated vide M.R.No.354/2006-07;

(c) Remaining extent of land measuring 1 Acre 1 Guntas was allotted to the share of Srinivas under Schedule 'D' therein and the same was mutated vide M.R.No.311/2006-07.

X. WHEREAS, subsequently the said Sri Munirajappa S/o Kallappa @ Doddanna conveyed his share of 1 Acre 1 Guntas in Sy.No.88/1 (the Schedule Property) in favour of Mr.Dastagir Sab by way of a Sale deed dated 09.04.2007 registered as document No.DNHD-1-01517/2007-08 of Book-I, and stored in CD No.DNHD130 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khata of the Schedule Property was transferred in the name of Mr Dastagir Sab vide MR No.373/06-07.

XI. WHEREAS, based on an application filed by the Mr.Dastagir Sab, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR.257/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XII. WHEREAS, subsequently on an application filed by the Mr Dastagir Sab on 04.12.2012 the Larger Property viz., 3 Acres 4 Guntas in Sy.No.88/1 was phodied as under:

(a) the share that was conveyed by Mr. Munirajappa in favour of Dastagir Sab measuring 1 Acre 1 Gunta was assigned with Sy.No.88/1 (the Schedule Property);

(b) the share of 1 Acre 1 Guntas in the name of Srinivas was assigned with Sy.No.88/4;

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1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ DNH-1-07261-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHD[]81 ನೇ ಧ್ವರಲ್ಲಿ
...01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿಯ ಸ್ವಾಕ್ಷರಿ (ದೇವನಹಳ್ಳಿ)

ಕೆ.ಟಿ. ಗಿರೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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Designed and ... by C-DAC, ACTS, Pune

(c) The remaining extent of 1 Acre 2 Guntas in the name of Nagaraja was assigned with Sy.No.88/3.

XIII. WHEREAS, the said Mr Dastagir Sab, upon conversion, conveyed the Schedule Property in favour of the Vendor herein - M/s. Coppers Coin Realty Pvt Ltd., by way of a Sale deed dated 02.02.2010 registered as document No.DNH-1-05203/2009-10 of Book-I, and stored in CD No.DNHD186 on 03.02.2010 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

XIV. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XV. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser

XVI. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XVII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.3,17,75,000/- (Rupees Three Crore Seventeen Lakhs Seventy Five Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**")

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XVIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XIX. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XIX contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.3,17,75,000/- (Rupees Three Crore Seventeen Lakhs Seventy Five Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. KKBKR52020123000819430 dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577293 dated 30.12.2020 drawn on

ICICI Bank, M.G. Road Branch, Bangalore; By way of Demand Draft Demand Draft dated 30.12.2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIX are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy

the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except one Kaluve is passing in Sy.No.88/1 which is not affecting the total extent of the Schedule Property and or any other water bodies affecting the Schedule Property in any manner whatsoever and there is no area in the Schedule Property earmarked for public purposes;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other

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payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. INDEMNITY:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of.

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 88/1 measuring 1 Acre 1 Gunta (excluding 01 Gunta of B Kharab) vide Conversion Order No.ALN(D)SR.257/2007-08 dated 18.02.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.88/3 of Devanahalli Village;
West By : Land in Sy.No.88/5 of Devanahalli Village;
North By : Land in Sy.No.85 of Devanahalli Village;
South By : Land in Sy.No.66/1B & 66/1A of Devanahalli Village.

Market Value of the Schedule Property is Rs.6,42,68,000/- (Rupees Six Crore Forty Two Lakhs Sixty Eight Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jaganmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
NO-130/1, Ulsoor Road
Bangalore-42.

2. (DEVARAJ T.K)
No. 170/1, Ulsoor road
Bangalore - 42.

Drafted by:

Anitha
Advocate
Bangalore.

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

(1) Mr. DASTAGIR SAB, S/o late Nannu Sab, Aged about 50 years, Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J**]; (Aadhar No.604305061667).

(2) M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 10184860.00 ರೂಪಾಯಿಗಳಷ್ಟು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	9283545.00	DD No 535549 Rs.9283545/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	901315.00	DD No 535531 Rs.901315/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	10184860.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಉಪ ನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ.

Designed and Developed by C-DAC Pune.

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped lands in **(I)** Sy.No.88/2 measuring 1 Acre 35 Guntas (excluding 2 Guntas of B Kharab) morefully described in the Item No.I Schedule hereunder and hereinafter referred to as Item No.I Schedule Property and **(II)** Sy.No.88/5 measuring 1 Acre (excluding 01 Gunta of B Kharab) morefully described in the Item No.II Schedule hereunder and hereinafter referred to as Item No.II Schedule Property, both situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. The Item No.I Schedule Property and Item No.II

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : 7098

ದೇವನಹಳ್ಳಿ ರಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 12:22:46 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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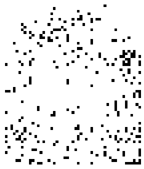
1	ನೋಂದಣಿ ಶುಲ್ಕ	1802630.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	840.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1803510.00

ಶ್ರೀ M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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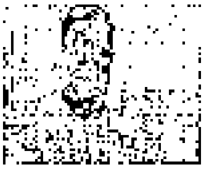
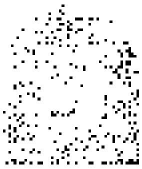
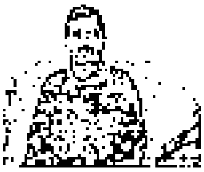
ಬರೆದುಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy . ಬಿನ್ R Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	[illegible] (ಬರೆದುಕೊಳ್ಳುವವರು)			

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Schedule Property are hereinafter collectively referred to as **"Schedule Property".**

II. WHEREAS the Schedule Property originally was a portion of land measuring 5 Acres 39 Guntas in Sy.No.88 belonged to one D.Shankar Rao S/o Ramappa. The said Shankar Rao S/o Ramappa, as Vendor and joined by his sons namely Rajagopal Rao and Sathyanarayana Rao as witnesses, from and out of 5 Acres 39 Guntas and after deducting the land acquired for Railway line, conveyed an extent of 2 Acres 14 Guntas in Sy.No.88 in favour of Munivenkatappa S/o Byanna @ Nakkalu Byanna vide Sale deed dated 22.05.1941 registered as Document No.1223/1940-41 of Book-I, Volume 478, at pages 152 to 154 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

III. WHEREAS, subsequently, the land in Sy.No.88 measuring 5 Acres 39 Guntas was phodied into two portions i.e., Sy.No.88/1 measuring 3 Acres 4 Guntas (excluding 3 Guntas of Karab) and Sy.No.88/2 measuring 2 Acres 35 Guntas (excluding 3 Guntas of Karab)

IV. WHEREAS, though the said Munivenkatappa purchased and extent of 2 Acres 14 Guntas in Sy.No.88, based on possession, the katha for an extent of 2 Acres 35 Guntas was transferred in the name of his son Chinnappa having new Sy.No.88/2. The said Chinnappa died intestate on 01.07.1996 leaving behind him his wife Venkatamma and only son C.Munivenkatappa, and based on the statement of Venkatamma, the katha of the said extent of 2 Acres 35 Guntas in Sy.No.88/2 was transferred in the name of C.Munivenkatappa S/o late Chinnappa as per IHR No.115/1996-97 and M.R.No.124/96-97.

V. WHEREAS, subsequently the said Sri C Munivenkatappa S/o late Chinnappa conveyed the said extent of 2 Acres 35 Guntas in favour of the Vendor herein under Two (2) Sale Deeds as under:

(a) The said C.Munivenkatappa as vendor and joined by his children namely Srinivas, Ramamurthy, Vijayalakshmi, Poornima, Murali, and Subbalakshmamma being second wife of C.Munivenkatappa for herself and

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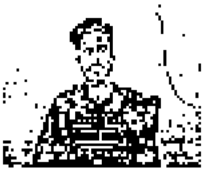
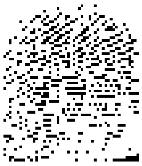
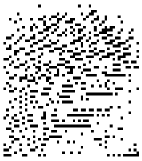
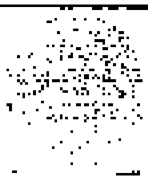
3	M/s. Coppers Coin Realty Private Limited Rep by Its Director. Mr.Faiz Ahmed (ಖರೀದಿದಾರರು)			
4	M/s. Soul's Plantations Private Limited Rep by its Director. Mr. Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆದಾರರು)			
5	Mr. Madarsaheb S/o Late Nanne Saheb . (ಒಪ್ಪಿಗೆದಾರರು)			

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as mother and natural guardian of her minor son Chethan (wrongly written in the sale deed as Kum. Chethana) as consenting witnesses conveyed an extent of 1 Acre in Sy.No.88/2 in favour of the Vendor No.1 herein vide Sale Deed dated 03.12.2007 registered as Document No.DNH-1-05048/2007-08 of Book-I, and stored in CD No.DNHD142 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The Katha of the said 1 Acre in Sy.No.88/2 was transferred in the name of the Vendor No.1 herein vide MR No.106/2007-08.

(b) The said C.Munivenkatapa, along with his sons namely Srinivas, Ramamurthy, Murali as vendors, joined by Subbalakshmamma being second wife of C.Munivenkatappa for herself and as natural guardian of her minor son Chethan, Vijayalakshmi D/o Munivenkatappa, Poornima D/o Munivenkatappa as consenting witnesses conveyed the remaining extent of 1 Acre 35 Guntas in Sy.No.88/2 in favour of the Vendor No.1 herein vide Sale Deed dated 26.10.2011 registered as Document No.DNH-1-04616/2011-12 of Book-1, in CD No DNHD245 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The Katha of the said 1 Acre in Sy.No.88/2 was transferred in the name of the Vendor No.1 herein vide MR No.H113/2011-12.

VI. WHEREAS, subsequently on an application filed by the Vendor No.1 herein, the land measuring 2 Acres 35 Guntas was phodied into two portions as under:

(a) an extent of 1 Acre 35 Guntas was assigned with Sy.No.88/2 – morefully described in the Item No.I Schedule hereunder and hereinafter referred to as Item No.I Schedule Property.

(b) Remaining extent of 1 Acre was assigned with Sy.No 88/5 – morefully described in the Item No.II Schedule hereunder and hereinafter referred to as Item No.II Schedule Property.

Item No.I Schedule Property and Item No.II Schedule Property are hereinafter collectively referred to as Schedule Property.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1 Ulsoor Main Road, Ulsoor Bangalore-42	

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

01/01/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ಸಂಖ್ಯೆ DNH-1-07098-2020-21 ಆಗಿ

ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD117 ನೇ ದಲ್ಲಿ

ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

...ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ವಿ. ಸತೀಶ್

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed ... ACTE, ...

VII. WHEREAS, based on application filed by the Vendor No.1 herein, the Schedule Property was converted from agricultural purpose to non-agricultural purpose as under:

(a) Out of Item No.I Schedule Property measuring 1 Acre 35 Guntas, an extent of 1 Acre 21 Guntas was converted from agricultural to non-agricultural residential purpose and remaining extent of 14 Guntas was converted for Road Purpose vide Order No.ALN(DK)SR/39/2017-18 dated 20.09.2017 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

(b) Out of Item No.II Schedule Property measuring 1 Acre, an extent of 38 Guntas was converted from agricultural to non-agricultural residential purpose and remaining extent of 2 Guntas was converted for Road Purpose vide Conversion Order No.ALN(DK)SR/42/2017-18 dated 20.09.2017 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VIII. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

IX. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

X. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XI. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.8,53,87,500/- (Rupees Eight Crores Fifty-Three Lakhs Eighty Seven Thousand Five Hundred Only)** (hereinafter referred to as "**Total Sale Consideration**").

XII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging

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thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XII are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

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j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever save and except a nala/halla in the Schedule Property and the same does not affect the Schedule Property or there is any further reduction in the physically available extent in the Schedule Property.

n) That there exists a railway track towards the western side of the Schedule Property and the same does not affect the Schedule Property or there is any further reduction in the physically available extent in the Schedule Property.

o) That there are no water bodies affecting the Schedule Property in any manner whatsoever;

p) The Schedule Property or any part thereof is not reserved for any public purpose;

q) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas

Development Act, 1966, the Right to Fair Compensation and Transparency In Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

r) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

s) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

t) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

u) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

v) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9 **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04 2017 registered as document No.SHR-4-00021-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

12.2. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour.

SCHEDULE PROPERTY

Item No.I

All that piece and parcel of Residentially converted undeveloped land bearing Survey No. 88/2 measuring 1 Acre 35 Guntas (excluding 02 Gunta of B Kharab) vide Conversion Order No.ALN(DK)SR/39/17-18 dated 20.09.2017 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.88/5 of Devanahalli Village;
West By : Railway Boundary;
North By : Land in Sy.Nos 86/1 and Sy.No.87 of Devanahalli Village;
South By : Land in Sy.No.66/2 of Devanahalli Village:

Item No.II

All that piece and parcel of Residentially converted undeveloped land bearing Survey No. 88/5 measuring 1 Acre (excluding 01 Gunta of B Kharab) vide Conversion Order No.ALN(DK)SR/42/17-18 dated 20.09.2017 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.88/1 of Devanahalli Village;
West By : Land in Sy.No.88/2 of Devanahalli Village
North By : Nala & Land in Sy.No.86/3 of Devanahalli Village
South By : Land in Sy.No.66/2 & Sy.No.66/1B of Devanahalli Village:

Market Value of the Schedule Property hereby conveyed is Rs.18,02,63,000/- (Rupees Eighteen Crores Two Lakhs Sixty Three Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE – A

Total Sale Consideration of Rs.8,53,87,500/- (Rupees Eight Crores Fifty-Three Lakhs Eighty-Seven Thousand Five Hundred Only) paid in the following manner:

I. Rs.6,00,00,000/- (Rupees Six Crores Only) from and out of Cheque No.359838, dated 25.04.2017, Andhra Bank, N.R.Road Branch, Bangalore, in favour of Vendor No.2 as Instructed by Vendor No.1 (inclusive of TDS deducted @ 1%).

II. **Rs.50,00,000/- (Rupees Fifty Lakhs Only)** from and out of the Demand Draft No.625374, dated 30.12.2020, issued by Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.1 (inclusive of TDS deducted at 0.75%).

III. **Rs.2,03,87,500/- (Rupees Two Crores Three Lakhs Eighty Seven Thousand Five Hundred Only)** from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.2 as Instructed by Vendor No.1 and Confirming Party (inclusive of TDS deducted @ 0.75%).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

VENDOR No.2

CONFIRMING PARTY

For Jagannmata Property Developers Private Limited

PURCHASER
Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore-560042.

2. (DEVARAJ. T.K)
130/1, ulsoor road
Bangalore-42

Drafted by:

Advocate
Bangalore.

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7100/20-21

SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

(1) Mr. DASTAGIR SAB, S/o late Nanne Sab, Aged about 50 years, Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J**]; (Aadhar No.604305061667).

(2) M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020

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ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

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ಶ್ರೀ M/s. Jagannata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 3719680.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ವಿಧಾನ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ	3390505.00	DD No 535520 Rs.3390505/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	329175.00	DD No 535532 Rs.329175/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,.
ಒಟ್ಟು :	3719680.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುಖ್ಯ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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Designed and Developed ...

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(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.88/3 measuring 1 Acre 2 Guntas (excluding 01 Gunta of B Kharab) situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as "**Schedule Property**".

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2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	840.00
3	ಪಟೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	659230.00

ಶ್ರೀ M/s, Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

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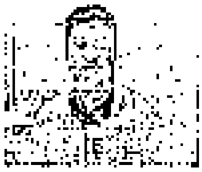
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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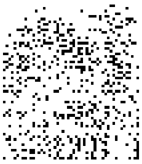
2	[illegible] (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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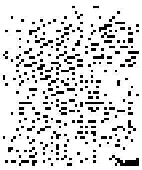
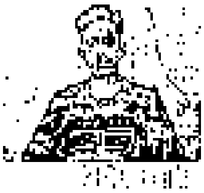
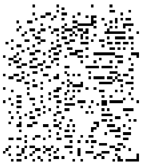
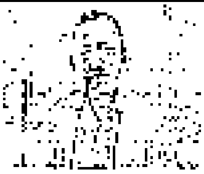
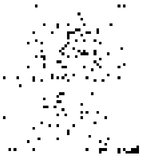
II. WHEREAS the Schedule Property originally was a portion of land measuring 5 Acres 39 Guntas in Sy.No.88, which was phodied in the year 1944 in two portions i.e., Sy.No.88/1 measuring 3 Acres 4 Guntas (excluding 3 Guntas of Karab) and Sy.No.88/2 measuring 2 Acres 35 Guntas (excluding 3 Guntas of Karab).

III. WHEREAS, the Schedule Property is a portion of land bearing Sy.No.88/1 measuring 3 Acres 4 Guntas (Larger Property) belonged to Mr.D.S.Srinivasa Murthy and family. From and out of the Larger Property, the children of Mr D.S.Srinivasa Murthy namely D.S.Chandrashekar Rao and Mr.D.S.Suryanayan Rao executed a Release Deed cum Settlement Deed in favour of their father D.S.Srinivasa Murthy as under:

(a) The said D.S.Srinivasa Murthy under a Release cum Settlement Deed dated 28.02.1960 registered as Document No.2784/1959-1960 of Book-I, Volume No.775, at Pages 176 to 182 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, retained an extent of 1 Acre 22 Guntas in Sy.No.88/1.

(b) And the said D.S.Chandrashekar Rao under a Release cum Settlement Deed dated 20.12.1966 registered as Document No.3340/1966-1967 of Book-I, Volume No.973, at Pages 64 to 66 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, retained an extent of 1 Acre 22 Guntas in Sy.No.88/1.

Thus the said D.S.Srinivasa Murthy and D.S.Chandrashekar Rao became the absolute owner of their respective shares measuring 1 Acre 22 Guntas each in all measuring 3 Acres 4 Guntas in Sy.No.88/1 (the Larger Property), situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಭಾವಚಿತ್ರ	ಹೆಬ್ಬೆರಳ ಗುರುತು	ಸಹಿ
3	M/s. Coppers Coin Realty Private Limited Rep by its Director, Mr Faiz Ahmed (ಬರೆದುಕೊಡುವವರು)			
4	M/s. Spot Is Plantations Private Limited Rep by its Director, Mr. Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆ ಪಕ್ಷ)			
5	Mr. Madarsaheb S/o Late Namne Saheb . (ಒಪ್ಪಿಗೆ ಪಕ್ಷ)			

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ಮೇದನಹಳ್ಳಿ

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IV. WHEREAS, thereafter, the said Sri D S Chandrashekhar Rao and D S Suryanarayan Rao conveyed the Larger Property in favour Muniyappa S/o Venkatappa by way of a Sale deed dated 30.04.1971 registered document No.1030/1971-72 of Book-I, Volume No.1078 at Pages 237 to 239 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, the said Muniyappa S/o Venkatappa conveyed the Larger Property to one Smt Nanjamma W/o Veerabhadrappa vide Sale deed dated 03.07.1971 registered as document No.1033/1971-72 of Book-I, Volume No.1078, at Pages 239 to 240 in the Office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS the said Nanjamma W/o Veerabhadrappa re-conveyed the Larger Property in favour of Muniyappa S/o Venkatappa by way of a Sale deed dated 24.04.1974 registered as document No.754/1974-75 of Book-I, Volume No.1131, at Pages 219 to 221 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the said Muniyappa S/o Venkatappa sold the Larger Property in favour of Doddanna @ Kallappa S/o Chikka Kallappa through a Sale deed dated 24.04.1974 registered as document No.756/1974-75 of Book-I, Volume No.1132 at pages 196 to 198 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VIII. WHEREAS, the family members of Doddanna @ Kallappa viz; (1) Chikkaveerappa (2) Kallappa @ Doddanna (3) Papamma all are children of Chikkakallappa partitioned their family property vide Partition deed dated 24.12.1999 registered as document No.1574/1999-2000, of Book-1, Volume 1818, at Pg.162 to 178 in the office of the Sub Registrar Devanahalli as per the said Partition deed property measuring 3Acres 04Guntas in Sy.No.88/1 was allotted to the share of Kallappa @ Doddanna S/o Chikkakallappa as per B Schedule therein.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]
2	Devaraj. T. K S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]

ಸಹಿ/ದಸ್ಕತ್ತು

01/01/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-07100-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNH-D1177 ನೇ ದಲ್ಲಿ
ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ವಿ. ಸತೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

IX. WHEREAS, subsequently the said Kallappa @ Doddanna S/o late Chikkakallappa and their family namely, Muniyamma W/o Kallappa @ Doddanna, Munirajappa S/o Kallappa @ Doddanna, Nagaraja S/o Kallappa @ Doddanna, Srinivasa S/o Kallappa @ Doddanna Partitioned their family property vide Partition Deed dated 13.08.2004 registered as document No.1457/2004-05 of Book-I, and stored in CD No.DNHD18 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition Deed dated 13.08.2004, the Larger Property was partitioned as under:

(a) an extent of land measuring 1 Acre 1 Guntas in Sy.No.88/1 was allotted to the share of Munirajappa under Schedule B therein and the same was mutated vide M.R.No.263/2006-07;
(b) an extent of land measuring 1 Acre 2 Guntas in Sy.No.88/1 was allotted to the share of Nagaraja under Schedule 'C' therein and the same was mutated vide M.R.No.354/2006-07;
(c) Remaining extent of land measuring 1 Acre 1 Guntas was allotted to the share of Srinivas under Schedule 'D' therein and the same was mutated vide M.R.No.311/2006-07.

X. WHEREAS, subsequently the said Nagaraja S/o late Kallappa @ Doddanna as vendor, joined by his wife Parvathamma as witness and Pallavi, Ashwini, Nandish and Bhavya all minor children represented by their father and natural guardian Nagaraj as consenting witnesses, conveyed the extent of 1 Acre 2 Guntas in Sy.No.88/1 (acquired in partition deed dated 13.08.2004) in favour of the Vendor No.1 herein vide Sale deed dated 25.07.2009 registered as Document No.DNH-1-01802/2009-10 of Book-I, and stored in CD No.DNHD176 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and katha of the said extent of 1 Acre 2 Guntas in Sy.No.88/1 was transferred in the name of the Vendor No.1 herein vide M.R.No.19/2009-10.

XI. WHEREAS, subsequently on an application filed by the Vendor No.1 herein on 04.12.2012 the Larger Property viz., 3 Acres 4 Guntas in Sy.No.88/1 was phodied as under:

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(a) the share that was conveyed by Mr. Munirajappa in favour of Vendor No.1 - Dastagir Sab measuring 1 Acre 1 Gunta was assigned with Sy.No.88/1.

(b) the share of 1 Acre 1 Guntas in the name of Srinivas was assigned with Sy.No.88/4;

(c) The remaining extent of 1 Acre 2 Guntas being the share of Nagaraj family that was conveyed in favour of the Vendor No.1 herein was assigned with Sy.No.88/3 (The Schedule Property).

XII. WHEREAS, based on an application filed by the Vendor No.1 herein, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(DK)SR/41/2017-18 dated 20.09.2017 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XIII. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

XIV. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

XV. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

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I. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs. 3,11,85,000/- (Rupees Three Crores Eleven Lakhs Eighty Five Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

II. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of sale deed for the better assurance of title in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XVII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVII are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has

taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy

the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever save and except one Kaluve is passing in Sy.No.88/3 which is not affecting the total extent of the Schedule Property and or other water bodies affecting the Schedule Property in any manner whatsoever;

n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having

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jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

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Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule

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Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits,

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actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR-4-00021-2017-18 of Book-IV, stored in the CD No.SHRDB:, in the office of the Sub Registrar

Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

12.2. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour.

SCHEDULE PROPERTY

All that piece and parcel of converted undeveloped land bearing Survey No.88/3 measuring 01 Acre 02 Guntas (excluding 01 Guntas of B Kharab) vide Conversion Order No.ALN(DK)SR/41/2017-18 dated 20.09.2017 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.88/4 of Devanahalli Village;
West By : Land in Sy.No.88/1 of Devanahalli Village;
North By : Nala & Sy.No.89 & Sy.No.90/1 of Devanahalli Village;
South By : Land in Survey No. 66/1A of Devanahalli Village:

Market Value of the Schedule Property hereby conveyed is Rs.6,58,35,000/- (Rupees Six Crores Fifty Eighty Lakhs Thirty Five Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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<u>**ANNEXURE – A**</u>

Total Sale Consideration of Rs.3,11,85,000/- (Rupees Three Crores Eleven Lakhs Eighty Five Thousand Only) paid in the following manner:

I. **Rs.3,00,00,000/- (Rupees Three Crores Only)** from and out of Cheque No.359838, dated 25.04.2017, Andhra Bank, N.R.Road Branch, Bangalore, in favour of Vendor No.2 as Instructed by Vendor No.1 (inclusive of TDS deducted @ 1%).

I. **Rs.10,00,000/- (Rupees Ten Lakhs Only)** from and out of the Demand Draft No.625374, dated 30.12.2020, issued by Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.1 (inclusive of TDS deducted at 0.75%).

II. **Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand Only)** from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.2 as Instructed by Vendor No.1 and Confirming Party (inclusive of TDS deducted @ 0.75%).

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ಪುಟಗಳು 22 ನೇ ಪುಟ

IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

VENDOR No.2

CONFIRMING PARTY

For Jagannmata Property Developers Private Limited

PURCHASER
Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore 560042

2. (DEVARAJ T.H)
130/1, Ulsoor Road
Bangalore - 42.

Drafted by:

A-nitha
Advocate
Bangalore.

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7295
2021

ಈ ದಸ್ತಾವೇಜು 22 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ
I ನೇ ಪುಸ್ತಕ 7295/2020-21
ದಸ್ತಾವೇಜು 1 ನೇ ಪುಟ

DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the thirty first Day of December Two Thousand Twenty (31.12.2020) at Bangalore ("**Sale Deed**"):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 3631150.00 ರೂಪಾಯಿಗಳಷ್ಟು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವನ್ನು ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ವಿಧಾನ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	3309810.00	DD No 535471 Rs.3309810/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD;.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	321340.00	DD No 535485 Rs.321340/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD;.
ಒಟ್ಟು :	3631150.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC

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7295/20-21

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.88/4 measuring 1 Acre 1 Gunta (excluding 01 Gunta of B Kharab) situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District, which is morefully described hereunder in the Schedule and hereinafter referred to as "**Schedule Property**".

II. WHEREAS the Schedule Property originally was a portion of land measuring 5 Acres 39 Guntas in Sy.No.88, which was phodied in the year 1944 in two portions i.e., Sy.No.88/1 measuring 3 Acres 4 Guntas (excluding 3 Guntas of Karab) and Sy.No.88/2 measuring 2 Acres 35 Guntas (excluding 3 Guntas of Karab).

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-8130 7295 20-21

ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:28:10 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

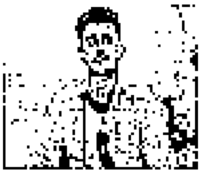
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	642680.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	805.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	643525.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ತಂದೆ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmed (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

III. WHEREAS, the Schedule Property is a portion of land bearing Sy.No.88/1 measuring 3 Acres 4 Guntas (Larger Property) belonged to Mr.D.S.Srinivasa Murthy and family. From and out of the Larger Property, the children of Mr.D.S.Srinivasa Murthy namely D.S.Chandrashekar Rao and Mr.D.S.Suryanarayan Rao executed a Release Deed cum Settlement Deed in favour of their father D.S.Srinivasa Murthy as under:

(a) The said D.S.Srinivasa Murthy under a Release cum Settlement Deed dated 28.02.1960 registered as Document No.2784/1959-1960 of Book-I, Volume No.775, at Pages 176 to 182 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, retained an extent of 1 Acre 22 Guntas in Sy.No.88/1

(b) And the said D.S.Chandrashekar Rao under a Release cum Settlement Deed dated 20.12.1966 registered as Document No.3340/1966-1967 of Book-I, Volume No.973, at Pages 64 to 66 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, retained an extent of 1 Acre 22 Guntas in Sy.No.88/1.

Thus the said D.S.Srinivasa Murthy and D.S.Chandrashekar Rao became the absolute owner of their respective shares measuring 1 Acre 22 Guntas each in all measuring 3 Acres 4 Guntas in Sy.No.88/1 (the Larger Property), situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District.

IV. WHEREAS, thereafter, the said Sri D S Chandrashekhar Rao and D S Suryanarayan Rao conveyed the Larger Property in favour Muniyappa S/o Venkatappa by way of a Sale deed dated 30.04.1971 registered document No.1030/1971-72 of Book-I, Volume No.1078 at Pages 237 to 239 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

V. WHEREAS, the said Muniyappa S/o Venkatappa conveyed the Larger Property to one Smt Nanjamma W/o Veerabhadrappa vide Sale deed dated 03.07.1971 registered as document No.1033/1971-72 of Book-I, Volume No.1078, at Pages 239 to 240 in the Office of the Sub Registrar, Devanahalli, Bangalore Rural District.

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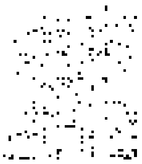
3	M/S REYNOLD SHIRTING LIMITED Rep by Its Authorised Signatory. Mr Shaik Mohamed Huseen (Confirming Party). (ಒಪ್ಪಿಗೆದಾರರು)			

ಸಬ್ ರಜಿಸ್ಟ್ರಾರ್

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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ದಸ್ತಾವೇಜು 7 ನೇ ಪುಟ

VI. WHEREAS the said Nanjamma W/o Veerabhadrappa re-conveyed the Larger Property in favour of Muniyappa S/o Venkatappa by way of a Sale deed dated 24.04.1974 registered as document No.754/1974-75 of Book-I, Volume No.1131, at Pages 219 to 221 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the said Muniyappa S/o Venkatappa sold the Larger Property in favour of Doddanna @ Kallappa S/o Chikka Kallappa through a Sale deed dated 24.04.1974 registered as document No.756/1974-75 of Book-I, Volume No.1132 at pages 196 to 198 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VIII. WHEREAS, though the Larger Property was purchased by Dodanna S/o Chikka Kallappa, the same was pooled into the family and accordingly, the family members of late Chikka Kallappa namely (1) Chikkaveerappa S/o late Chika Kallappa (2) Kallappa @ Doddanna S/o late Chikka Kallappa and (3) Papamma D/o late Chikka Kallappa, partitioned their family property including the Larger Property vide Partition deed dated 24.12.1999 registered as document No.1574/1999-2000, of Book-I, Volume No.1818, at Pages 162 to 178 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 24.12.1999, the Larger Property was allotted to the share of Kallappa @ Doddanna S/o late Chikkakallappa as per Schedule "B" therein.

IX. WHEREAS, subsequently the said Kallappa @ Doddanna S/o late Chikkakallappa and their family namely, Muniyamma W/o Kallappa @ Doddanna, Munirajappa S/o Kallappa @ Doddanna, Nagaraja S/o Kallappa @ Doddanna, Srinivasa S/o Kallappa @ Doddanna Partitioned their family property vide Partition Deed dated 13.08.2004 registered as document No.1457/2004-05 of Book-I, and stored in CD No.DNHD18 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition Deed dated 13.08.2004, the Larger Property was partitioned as under:

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಸಹಿ/ಹಸ್ತಾಕ್ಷರ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem

Designed and Developed by C-DAC, ACTS, Pune

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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(a) an extent of land measuring 1 Acre 1 Guntas in Sy.No.88/1 was allotted to the share of Munirajappa under Schedule B therein and the same was mutated vide M.R.No.263/2006-07;

(b) an extent of land measuring 1 Acre 2 Guntas in Sy.No.88/1 was allotted to the share of Nagaraja under Schedule 'C' therein and the same was mutated vide M.R.No.354/2006-07;

(c) Remaining extent of land measuring 1 Acre 1 Guntas was allotted to the share of Srinivas under Schedule **'D'** therein and the same was mutated vide M.R.No.311/2006-07.

X. Whereas, subsequently the said Sri Srinivasa @ Uttam S/o Kallappa @ Doddanna conveyed his share of 1 Acre 1 Gunta in Sy.No.88/1 in favour of Mr. Dastagir Sab by way of a Sale deed dated 03.05.2007 registered as document No.DNH-1-01720/2007-08 of Book-I, CD No.DNHD131 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khata of the property was transferred in the name of Mr Dastagir Sab vide MR No.5/07-08.

XI. WHEREAS, based on an application filed by the Mr.Dastegir Sab, the said extent of 1 Acre 1 Gunta in Sy.No.88/1 was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR.257/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

XII. WHEREAS, subsequently on an application filed by the Mr Dastagir Sab on 04.12.2012 the Larger Property viz., 3 Acres 4 Guntas in Sy No.88/1 was phodied as under:

(a) the share of 1 Acre 1 Guntas in the name of Mr. Munirajappa (who had conveyed the same in favour of Dastagir Sab) was assigned with Sy.No.88/1;

(b) the share that was conveyed by Mr. Srinivas in favour of Dastagir Sab as stated above measuring 1 Acre 1 Gunta was assigned with Sy.No.88/4 (the Schedule Property);

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ.

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-07295-2020-21 ಆಗಿ
ಸಿ.ಡಿ ಸಂಖ್ಯೆ DNHD1181 ನೇ ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/21

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

Designed Developed by C-DAC ... Pune

ಎಂ.ವಿ. ಸತೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

(c) The remaining extent of 1 Acre 2 Guntas in the name of Nagaraja was assigned with Sy.No.88/3.

XIII. WHEREAS, the said Mr Dastagir Sab, upon conversion, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale deed dated 02.02.2010 registered as document No.DNH-1-05203/2009-10 of Book-I, and stored in CD No.DNHD186 on 03.02.2010 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

XIV. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property

XV. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XVI. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XVII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.3,17,75,000/- (Rupees Three Crores Seventeen Lakhs Seventy Five Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

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XIX. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XIX contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.3,17,75,000/- (Rupees Three Crores Seventeen Lakhs Seventy Five Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000819430 dated 30.12.2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft dated 30.12.2020 drawn on ICICI Bank, [illegible] Road Branch, Bangalore; By way of Demand Draft Demand Draft dated 30.12.2020 drawn on ICICI

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Bank, M.G. Road Branch, Bangalore in favour of the Vendor; inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIX are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy

the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except one Kaluve is passing in Sy.No.88/4 which is not affecting the total extent of the Schedule Property and or any other water bodies affecting the Schedule Property in any manner whatsoever and there is no area in the Schedule Property earmarked for public purposes;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other

payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

t) The mortgage created in favour of Reynolds Shirting Limited with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property by Reynolds Shirting Limited.

u) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. <u>FURTHER ASSURANCES:</u>

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

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8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. <u>INDEMNITY</u>:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

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(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

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11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 88/4 (Old Sy.No.88/1) measuring 1 Acre 1 Gunta (excluding 01 Gunta of B Kharab) vide Conversion Order No.ALN(D)SR.257/2007-08 dated 18.02.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.94 of Devanahalli Village;
West By : Land in Sy.No.88/3 of Devanahalli Village;
North By : Land in Sy.No.91 & 92/3 (old No.92/2) of Devanahalli Village;
South By : Land in Sy.No.66/1A of Devanahalli Village:

Market Value of the Schedule Property is Rs.6,42,68,000/- (Rupees Six Crore Forty Two Lakhs Sixty Eight Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD

Authorised Signatory

VENDOR

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jaganmata Property Developers Private Limited

PURCHASER Director

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore - 560042

2. T.K.
130/1 Ulsoor Road
Bangalore - 560042

Drafted by:

Advocate
Bangalore.

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore ("**Sale Deed**"):

BY AND BETWEEN:

(1) **Mr. DASTAGIR SAB,** S/o late Nanne Sab, Aged about 50 years, Residing at Nandara Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J**]; (Aadhar No.604305061667).

(2) **M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106],** A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be Incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

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ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಇವರು 5139075.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವನ್ನಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಪಾವತಿ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	4684290.00	DD No 535622 Rs.4684290/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD
ಪಾವತಿ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	454785.00	DD No 535634 Rs.454785/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD
ಒಟ್ಟು :	5139075.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

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Designed and Developed by C-DAC Pune

(Hereinafter referred to as the "CONFIRMING PARTY", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company Incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter Individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.89 measuring 1 Acre 23 Guntas situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District the details of which is morefully described hereunder in the Schedule and hereinafter referred as **"Schedule Property"**.

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2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	805.00
3	ಪುಟೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	910415.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

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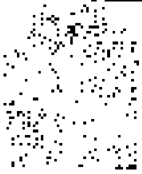
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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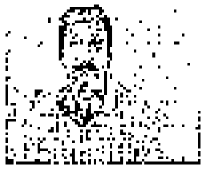
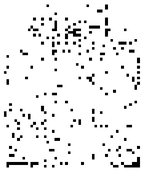
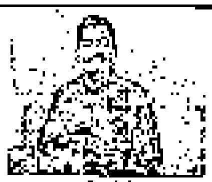
1	M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	[illegible] (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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II. WHEREAS the Schedule Property originally belonged to one Sri A.C.H Acharya @ A.C.Hanumanthacharya, S/o late Archak Shilpi Channakeshavacharya who was granted occupancy rights *vide* order dated 22.04.1982 in case No.LRF(NA) 47/1979-80 under provisions of the Mysore (Religious and Charitable Inams) Abolition Act, 1955 by the Tahsildar, Land Tribunal, Devanahalli Taluk, Bangalore Rural District. Accordingly, the katha for the Schedule Property was transferred and recorded in the name of said A.C.H.Acharya *vide* R.R.No.4305 and M.R.No.77/83-84.

III. WHEREAS, the said Sri A.C.H.Acharya @ A.C.Hanumanthacharya died on 26.06.1989 leaving behind him his two wives namely Smt. Ashwathamma and Smt. Sarojamma @ Shilpi Sarojadevi Acharya. Subsequent to the death of Sri A.C.H.Acharya the katha of the Schedule Property came to be transferred in the name of his 1st wife Smt Ashwathamma as per IHR No.115/1990-91 and M.R.No.5/1991-92.

IV. WHEREAS, the said Smt.Ashwathamma and her children namely Sri Ananthashayana, Smt.Geetha and Sri Gopinath partitioned their family property including the Schedule Property *vide* a Partition Deed dated 27.08.1998 registered as Document No.1072/1998-99 of Book-1, Volume No.1768, at Pages 169 to 177 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. In the said Partition dated 27.08.1998, the Schedule Property was allotted to the share of Smt Ashwathamma and the Khata of the Schedule Property was transferred in the name of Smt Ashwathamma *vide* M.R.No.53/1998-99.

V. WHEREAS the said Smt.Ashwathamma and her children Sri Ananthashayana S and Sri Gopinath, joined by agreement holders Sri Lakshmaiah S/o Chikkaramaiah and Mr.Muninanjappa S/o late Appajappa as consenting witnesses sold the Schedule Property in favour of the Vendor No.1 *vide* Sale Deed dated 06.07.2007 registered as Document No.DNH-1-02063/2007-08 of Book-1, and stored in CD No.DNHD132 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and Khata of the Schedule Property was transferred in the name of the Vendor No.1 herein *vide* M.R.No.37/2008-09.

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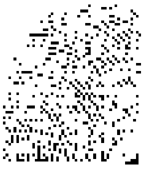
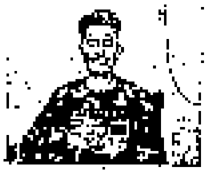
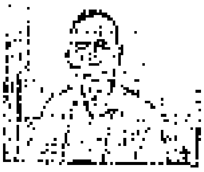
3	M/s. Coppers Coin Realty Private Limited Rep by its Director, Mr.Faiz Ahmed . (ಖರೀದಿದಾರರು)			
4	M/s. Scotts Plantations Private Limited Rep by its Director, Mr. Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆದಾರ)			
5	Mr. Moulasaheb S/o Late Nanne Saheb . (ಒಪ್ಪಿಗೆದಾರ)			

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VI. WHEREAS, subsequently, 2nd wife of said late A.C.H Acharya, Smt Sarojamma @ Shilpi Sarojadevi Acharya, joined by her all family members namely, Sri H Muralidhar, Ms. Sandya W/o H Muralidhar, Ms.Nandita D/o H.Muralidhar, Sree Harsha S/o H Muralidhar, Nethravathi T L W/o late Jagannath H for herself and on behalf of her minor daughter Keerthana, Hemanth S/o late Jagannath H, H Madhusudhan S/o late A C H Acharya for himself and on behalf of his minor children Bhoomika M and Niharika M, B.S.Ashalatha W/o Madhusudan H, Gayathri Devi H D/o late A C H Acharya, who had not joined in the sale deed made by Ashwathamma in favour of the Vendor No.1 executed a Deed of Confirmation confirming the ownership of the Vendor No.1 herein *vide* Confirmation Deed dated 18.03.2019 registered as Document No.DNH-1-12367/2018-19 of Book-I, and stored in CD No.DNHD729 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, based on an application filed by the Vendor No.1, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose *vide* Conversion Order No.DMD39802AFE66FC4 dated 03.08.2019 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VIII. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

IX. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kadandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ಸಂಖ್ಯೆ DNH-1-07103-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ
ಉಪನೋಂದಣಿ ಕಛೇರಿಯಲ್ಲಿ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಂ.ವಿ. ಸತೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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X. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XI. Solely relying on the representations, warranties, undertakings and covenants and Indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.4,67,77,500/- (Rupees Four Crores Sixty Seven Lakhs Seventy Seven Thousand Five Hundred Only)** (hereinafter referred to as "**Total Sale Consideration**").

XII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of sale deed for the better assurance of title in favour of the Purchaser.

NOW THIS SALE DEED WITNESSES AS FOLLOWS:

1. The recitals I to XII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and

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acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary.

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XII are true, complete and accurate in all respects,

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

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e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to

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better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser,

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

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8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR-4-00021-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

12.2. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour

SCHEDULE PROPERTY

All that piece and parcel of Residentially converted undeveloped land bearing Survey No.89 measuring 01 Acre 23 Guntas vide Conversion Order No. DMD39802AHE66FC4 dt.03.08.2019 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.90/1 and Sy.No.90/2 of Devanahalli Village;
West By : Land in Sy.No.85 of Devanahalli Village;
North By : Land in Sy.No.84/3A of Devanahalli Village;
South By : Land in Sy.No.88/3 of Devanahalli Village

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Market Value of the Schedule Property hereby conveyed is Rs.9,09,57,000/- (Rupees Nine Crores Nine Lakhs Fifty Seven Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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<u>**ANNEXURE – A**</u>

Total Sale Consideration of Rs.4,67,77,500/- (Rupees Four Crores Sixty Seven Lakhs Seventy Seven Thousand Five Hundred Only) paid in the following manner:

I. Rs.26,99,750/-(Twenty Six Lakhs Ninty Nine Thousand Seven Hundred and Fifty Only) paid as per the below list; (inclusive of TDS deducted @ 1%)

Sl. No.	Amount (In Rs.)	DD/Cheque No.	Dated
1	Rs.5,00,000/-	No.723865	DD dt.14.03.2019
2	Rs.2,50,000/-	No.723866	DD dt.14.03.2019
3	Rs.2,50,000/-	No.723867	DD dt.14.03.2019
4	Rs.2,50,000/-	No.723869	DD dt.14.03.2019
5	Rs.2,50,000/-	No.723866	DD dt.14.03.2019
6	Rs.5,00,000/-	No.723870	DD dt.14.03.2019
7	Rs.1,00,000/-	No.723871	DD dt.14.03.2019
8	Rs.2,50,000/-	No.723872	DD dt.14.03.2019
9	Rs.2,50,000/-	No.723873	DD dt.14.03.2019
10	Rs.77,250/-	No.723874	DD dt.14.03.2019
11	Rs.7,500/-	No.723875	DD dt.14.03.2019
12	Rs.15,000/-	No.723876	DD dt.14.03.2019
TOTAL	Rs. 26,99,750/-		

II. Rs.3,00,00,000/- (Three Crore Only) paid from and out of Cheque No.359838 dated 25.04.2017, drawn on Andhra Bank, N R Road Branch Bangalore in favour of Vendor No.2 as instructed by Vendor No.1 (inclusive of TDS deducted @ 1%)

III. **Rs.1,40,77,750/- (Rupees One Crore Fourty Lakhs Seventy Seven Thousand Seven Hundred and Fifty Only)** from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, N R Road Branch, Bangalore in favour of the Vendor No.2 as instructed by the Vendor No.1 (inclusive of TDS deducted @ 0.75%).

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

For COMP... LTD.

VENDOR No.2

CONFIRMING PARTY

For Jagannata Property Developers Private Limited

PURCHASER

Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore. 560042.

2. (DEVARAJ.T.K)
130/1, Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore.

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2018-19

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SALE DEED

THIS DEED OF SALE executed on the Twenty Ninth Day of September, Two Thousand Eighteen (29.09.2018):

BY AND BETWEEN:

MRS. ANJINAMMA,
Aged about 84 years, wife of late A.M. Patelappa,
Residing at 13th Ward, Goribagilu, Devanahalli Village,
Devanahalli Town, Bangalore Rural Taluk.
PAN: AWNPA6867E
Represented by her Power of Attorney holder M/s.Jaganmatha Property Developers Private Limited, represented by its Authorised Signatory Mrs Preetha K.N (Power of Attorney dated 17.04.2017 vide registered document no.388/17-18 of Book-IV, stored in CD No.DNHD648 on 14.09.2017 in the office of the Sub Registrar Devanahalli, Bangalore Rural District).

Hereinafter referred to as the "**Vendor**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include her legal heirs, representatives, administrators, executors, etc., of the **FIRST PART**;

AND

1. **MR. DASTAGIR SAB**
   Son of Late Nanne Saheb, Aged about 48 years
   Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli,
   Chintamani Taluk, Chikkaballapura District.
   PAN: CHSPD0319J

2. **Mr. G.A. WAJEED KHAN**
   Son of Late Abbas Khan
   Aged about 57 years,
   Residing at Jinkalavaripalli Village,
   Srinivasapura Taluk, Kolar District.
   PAN No.: CCSPG2324R

For Provident Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

For Jaganmata Property Developers Pvt
Authorised Signatory

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀಮತಿ M/s. Jaganmata property Developers Private Limited Rep by its Authorised Signatory Mrs. Anitha. H. M. , ಇವರು 350390.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ನಗದು ರೂಪ	240.00	Paid by Cash
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	283300.00	DD No. 011798, Dt: 29/09/2018, Drawn on Andhra Bank, bangalore (392)
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	66850.00	DD No. 011799, Dt: 29/09/2018, Drawn on Andhra Bank, bangalore (392)(CESS)
ಒಟ್ಟು :	350390.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 29/09/2018

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕಾಧಿಕಾರಿ
(ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC ACTS

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Hereinafter together referred to as the **"CONFIRMING PARTY I"** which expression shall, wherever the context so requires or admits, mean and include their representatives, successors, administrators, executors, etc., of the **SECOND PART.**

AND

PROVIDENT HOUSING LIMITED
A Public Company incorporated under the Companies Act 1956 and having its registered office at No.130/1, Ulsoor Road, Bangalore -560 042 Represented by its Director **MR NANI R CHOKSEY.**
(PAN No.: AAECP8877D)

(Hereinafter referred to as the **"CONFIRMING PARTY II"** which expression shall, wherever the context so requires or admits, mean and include its administrators, executors, and assigns) of the **THIRD PART.**

CONFIRMING PARTY No.I and II are hereinafter collectively referred to as Confirming Parties.

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED,
A private limited company incorporated under the Companies Act, 1956 and having its Office at No. -Survey No-08, Opp to Mahindra Satyam Side line of Godrej Green Building, Kondapura, Hyderabad, Telangana 500033., Represented by its Authorised Signatory Mrs Anitha H.M (PAN:AADCJ6168N),

Hereinafter referred to as the "PURCHASER", which expression shall, wherever the context so requires or admits, mean and include, its successors-in-title and assigns of the **FOURTH PART.**

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

For Provident Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

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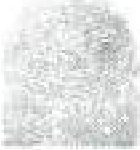
ದೇವನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 29-09-2018 ರಂದು 02:47:22 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	133700.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	595.00
3	ಪರಿಶೋಧನಾ ಶುಲ್ಕ	40.00
4	ಹ್ಯಾಂಡ್ಲಿಂಗ್ ಫೀ	200.00
	ಒಟ್ಟು :	134535.00

ಶ್ರೀಮತಿ M/s. Jaganmata property Developers Private Limited Rep by its Authorised Signatory Mrs. Anitha. H. M. ಇವರಿಂದ ಹಾಜರ್ ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀಮತಿ M/s. Jaganmata property Developers Private Limited Rep by its Authorised Signatory Mrs. Anitha. H. M.			Anitha

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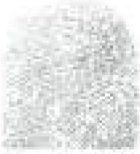
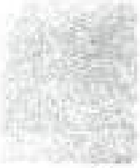
ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata property Developers Private Limited Rep by its Authorised Signatory Mrs. Anitha. H. M. . (ಬರೆಸಿಕೊಂಡವರು)			Anitha
2	Mrs. Anjinamma Rep by GPA Holder M/s. Jaganmatha Property Developers Private Limited Rep by its Authorised Signatory Mrs. Preetha. K. N. . (ಬರೆದುಕೊಡುವವರು)			Preetha

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ

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WITNESSETH AS FOLLOWS;

I. WHEREAS, the Vendor is the absolute owner in possession of all that piece and parcel of converted property bearing Sy.No.90/1 measuring 18 Guntas situated at Devanahalli Village, Kasaba Hobli, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as '**Schedule Property**'.

II. WHEREAS, the Schedule Property originally was part of the agricultural land bearing Sy.No.90 measuring 36 Guntas (hereinafter referred as Larger Property) belonging to one Sri.Avathi Munishamappa who conveyed the same as under:

(a) an extent of 18 Guntas Northern portion in larger property to one Smt Lakhsmamma W/o A R Chikkapapaiah through Sale deed dated 16.10.1952 vide registered document no.1730/1952-53 of Book-1, Volume 621, at Pages 110-112 in the office of the Sub Registrar Devanahalli, Bangalore Rural District, which was later phodied and assigned with new Sy.No.90/2; This said extent of land, upon the death of Lakshmamma, was conveyed by her family members in favour of Nazeer Khan.

(b) and balance land in larger land i.e Southern portion measuring to an extent 18 Guntas conveyed in favour of one Smt Thimmakka W/o Munigiriyappa through Sale deed dated 15.10.1954 vide registered as Document No.1364/1954-55 in Book-1, Volume 652 at Page 204 in the office of the Sub registrar Devanahalli, Bangalore Rural District, which was later phodied and assigned with New Sy.No.90/1.

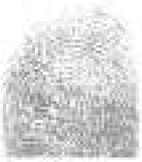
III. WHEREAS, the said Thimmakka W/o Munigiriyappa, conveyed the land bearing Sy.No.90/1 measuring 18 Guntas in favour of one Patelappa adopted son of Avati Munishamappa vide Sale deed dated 19.08.1957 registered as Document No.1250/1957-58 in Book-1, Volume 703 at Pages 148 to 149 in the Office of the Sub Registrar Devanahalli, Bangalore Rural District.

IV. WHEREAS, the said Patelappa S/o Avati Munishamappa died on 28.04.1986 leaving behind him, his wife Anjinamma (Vendor herein), three daughters namely Chandramma, Shanthamma and Bhagyamma and two sons namely P.Krishnappa and P.Venu.

For Jaganmata Property Developers Pvt. Ltd
Authorised Signatory

For Provident Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

3	Mr. Dastagir Sab S/o Late Nanne Saheb (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			
4	Mr. G. A. Wajeed Khan S/o Late Abbas Khan . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			
5	Provident Housing Limited Rep by its Director Mr. Nani R Choksey . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			

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5445/18-19

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Thereafter the katha of the Schedule Property was mutated in the name of his wife Anjinamma vide MR No.H93/2013-14.

V. WHEREAS, pursuant to the death of Patelappa, his family members partitioned their family properties including the Schedule Property vide Partition deed dated 20.06.2014 vide registered as Document No.1746/2014-15 in Book-1, stored in CD No.DNHD385 in the Office of the Sub Registrar Devanahalli and in the said Partition, the land bearing Sy.No.90/1 measuring 18Guntas i.e. Schedule Property was allotted to the share of Anjinamma W/o Patelappa.

VI. WHEREAS, the Vendor represents that, in the above said manner became the absolute owner in possession of the Schedule Property.

VII. WHEREAS, Vendor being in need of funds to meet her personal, family and legal requirements viz., to fulfill her debts and to purchase an alternative property and to make alternative investment decided to sell the Schedule Property and entered into agreement of sale dated 06.09.2017 with Mr. Dastagir Sab, Mr. G.A. Wajeed Khan **(the Confirming Party No.I herein)** agreeing to convey the Schedule Property. The Said Confirming Party No.I being unable to purchase the Schedule Property approached the Confirming Part No.II agreeing to convey the Schedule Property.

VIII. WHEREAS, the Confirming Party No.I and Confirming Party No.II accordingly have entered into Agreement dt.23.11.2017 wherein the Confirming Party No.II has agreed to pay the additional Sale Consideration of **Rs.52,65,000/- (Rupees Fifty Two Lakhs Sixty Five Thousand Only)** to the Confirming Party No.I and Confirming Party No.II has accordingly paid a sum of a **Rs.25,00,000/-(Rupees Twenty Five Lakhs Only)** by way of cheque bearing No.009631, dated 11.09.2017 drawn on Andhra Bank, N.R.Road Branch Bangalore after deducting the applicable TDS to First of the Confirming Party No.I and has agreed to pay the balance of additional sale consideration **Rs.27,65,000/- (Rupees Twenty Seven Lakhs Sixty Five Thousand Only).**

IX. WHEREAS, subsequently the Vendor herein executed an Agreement of Sale dated 14.09.2017 registered as Document No.5024/2017-18 of Book-I, stored in CD No.DNHD648 in the office of the Sub Registrar Devanahalli in favour of the Confirming Party No.II, herein and Supplementary Agreement dated 15.09.2017 with respect to

For Provident Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

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1	Modar Saheb M11, J. C. Road, Bangalore	
2	Ravi Kumar Taluk office Road, Devanahalli Town	

ಉಪನೋಂದಣಾಧಿಕಾರಿ

I hereby certify that on production of the original document, I have satisfied myself that the stamp duty of Rs. 405000/- has been paid thereon. Vide GPA Document No. 368/2017-18, Book-4, CD No. 648, Dt: 14-09-2017 at Sub Registrar Devanahalli (ಗಣಕಯಂತ್ರದ ತಾಂತ್ರಿಕ ದೋಷದಿಂದ ಅಮಾನತ್ತು)

Designed and Developed by C DAC, ACTS, Pune

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Schedule Property as per terms and conditions confined therein.

X. WHEREAS on the application made by the Vendor through the Confirming Party No.I, the Schedule Property was converted from agricultural to non-agricultural residential purpose vide Conversion Order No. LAND10006642 dated 04.09.2018 issued by the Deputy Commissioner, Bangalore Rural District.

XI. WHEREAS the Vendor and the Confirming Parties being not interested in purchasing the Schedule Property have offered to sell the Schedule Property to the Purchaser herein, making the following representations:-

(a) that the Vendor is the absolute owner of the Schedule Property and her title thereto is good, marketable and subsisting and none else has any right, title, interest or share therein;

(b) that the Schedule Property is not subject to any encumbrances, attachments, Court or acquisition proceedings or charges of any kind;

(c) that there is no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act and schedule property is not a granted land;

(d) that the Vendor has not entered into any agreement or arrangement for sale or transfer of the Schedule Property with anyone else except the ones that is mentioned in this Sale Deed;

(e) that the Vendor is in possession and enjoyment and personal occupation of the Schedule Property;

(f) that the Schedule Property is not a property in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property;

(g) that the Vendor has paid all the land revenue, taxes, cesses and other statutory charges with regard to the Schedule Property;

For Provident Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

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ನಂಬರ DNH-1-05445-2018-19 ಆಗಿ

ಸಿ.ಡಿ. ನಂಬರ DNHD676 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 29-09-2018 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

29/09/18

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and developed by C-DAC, ACTS, Pune

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(h) that there is no impediment for the VENDOR to acquire or hold or to sell the Schedule Property under any law;

(i) that the Schedule Property is converted for non-agricultural residential use vide Conversion Order No. LAND10006642 dated 04.09.2018 issued by the Deputy Commissioner, Bangalore Rural District.

(j) that the Schedule Property has been allotted the Vendor in a Partition deed dated 20.06.2014 and no one else including the family members have any right, title and interest in the Schedule Property.

(k) That the Schedule Property is not a benami Property and the transaction is not a benami transaction as per the provisions of the Benami Transactions (Prohibition) Act, 1988.

XII. WHEREAS, Confirming Parties have joined this Sale Deed for the purpose of better of assurance of title for the Schedule Property in favour of the Purchaser.

XIII. WHEREAS, acting on the said representations, the Purchaser has agreed to purchase the Schedule Property for a total sale consideration of **Rs.1,33,65,000/- (Rupees One Crore Thirty Three Lakhs Sixty Five Thousand Only**) and, on the instructions of the Vendor & Confirming Parties, the same being paid by the Purchaser to the Vendor and Confirming Parties in the following manner;

(i) **Rs.1,06,00,000/- (Rupees** One Crore Six **Lakhs Only)** by way of Cheque No. 363418, dated 28.09.2018 drawn on Andhra Bank, N.R.Road Branch Bangalore after deducting the applicable TDS of **Rs.1,06,000/-(Rupees** One Lakh, Six **Thousand Only)** has been paid by the Purchaser to the Confirming Party No.II towards the reimbursement of the amount paid by the Confirming Party No.I to the Vendor i.e. Rs.81,00,000/- and amount paid by the Confirming Party II to the Confirming Party No.I i.e. Rs.25,00,000/-;

(ii) It is agreed between the parties that the balance of sale consideration of **Rs.27,65,000/- (Rupees Twenty Seven Lakhs Sixty Five Thousand Only)** shall be paid by the Purchaser to the Confirming Party No.I after one year, without any

For Provident Housing Ltd.

Director

For Jaganmata Property Developers Pvt. Ltd.

Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.

Authorised Signatory

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interest from the date of executing and registration of this Sale deed after deducting the applicable TDS.

XIV. WHEREAS, the Purchaser having paid the sale consideration as per above said manner, has called upon the VENDOR & Confirming Parties to execute this Deed of Sale;

NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:

1. That in pursuance of the foregoing and in total consideration of **Rs.1,33,65,000/- (Rupees One Crore Thirty Three Lakhs Sixty Five Thousand Only)** as per above said manner is hereby paid by the Purchaser, the receipt of which the VENDOR, Confirming Party II hereby accepts and acknowledges in full and final settlement and towards satisfaction of the entire sale price and Confirming Party No.I herein confirms agreeing to receive the balance consideration in a specified manner as above and the VENDOR hereby grants, transfers and conveys UNTO the Purchaser, BY WAY OF SALE, all that piece and parcel of residentially converted land being Sy. No. 90/1 measuring 18 Guntas, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk Bangalore Rural District, which is more fully described in the schedule herein and hereinafter referred to as the Schedule Property or "PROPERTY HEREBY CONVEYED", with the land, trees, plants, water courses, fences and all rights, easements and privileges appurtenant thereto, TO HAVE AND TO HOLD the same, to the Purchaser, as absolute owner thereof;

   The Vendor has this day delivered full, free and vacant possession of the Schedule Property to the Purchaser.

   The Vendor has this day delivered all the available original documents of title relating to the Schedule Property to the Purchaser;

For Providant Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

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2. THE VENDOR COVENANT WITH THE PURCHASER AS FOLLOWS:

a) That the Purchaser shall be entitled to quietly enter upon, hold, possess and enjoy the Property hereby conveyed and receive the income and profits therefrom, as absolute owner, without any interference or disturbance by the VENDOR or their predecessors-in-title or any one claiming through or under her or any person claiming any legal title thereto;

b) That the title of the VENDOR to the Property hereby conveyed is good, marketable and subsisting and that she has the unobstructed power to convey the same and that there is no legal impediment for this sale under any law, order, decree or contract or any Court Order;

c) That the Vendor is the sole and absolute owner of the Schedule Property and that no one else has any right, title, interest or share therein;

d) That the Property hereby conveyed is not subject to any encumbrances, attachments, Court, tenancy or acquisition proceedings or charges or mortgages or lien of any kind;

e) That the Vendor has paid all rates, taxes, cesses in respect of the Schedule Property upto the date of sale;

f) That there are no tenancy claims in regard to the Schedule Property under the Karnataka Land Reforms Act;

g) That the Schedule Property is converted for non-agricultural residential use vide Conversion Order No. LAND10006642 dated 04.09.2018 issued by the Deputy Commissioner, Bangalore Rural District.

h) That the Vendor is in possession and enjoyment and personal occupation of Schedule Property;

For Provident Housing Ltd.
Director

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.
Authorised Signatory

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i) That the Schedule Property is not lands in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property;

j) That there is no impediment for the Vendor to acquire or hold or to sell the Schedule Property under any law;

k) That the VENDOR shall, whenever so required by the Purchaser, do and execute all such acts, deeds and things for more fully and perfectly assuring the title of the Purchaser to the Property hereby conveyed;

l) That the VENDOR shall keep the Purchaser fully indemnified and harmless at all times, against any action or proceedings, loss or liability, cost or claim that may arise against the Purchaser or the Property hereby conveyed, by reason of any defect in or want of title on the part of the VENDOR or their predecessors-in-title and against any consequential disturbance or interference to the peaceful possession and quiet enjoyment of the Schedule Property by the Purchaser;

m) that the Schedule Property has been allotted the Vendor in a Partition deed dated 20.06.2014 and no one else including the family members have any right, title and interest in the schedule property.

n) That the Schedule Property is not a benami Property and the transaction is not a benami transaction as per the provisions of the Benami Transactions (Prohibition) Act, 1988.

3. FURTHER ASSURANCES

a) The Confirming Parties i.e. I and II herein confirms that, post execution of the aforesaid Sale Agreements, the Confirming Parties have not done any act, deed or things which would affect the title of the Schedule Property and have not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and have not entered into any Agreement and/or executed any power of attorney in favour of any third party/ies.

For Provident Housing Ltd.

Director

For Jaganmata Property Developers Pvt. Ltd.

Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.

Authorised Signatory

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b) The Vendor and the Confirming Party 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 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's title to the Schedule Property.

Market Value of the Schedule Property is **Rs.1,33,65,000/-(Rupees One Crore Thirty Three Lakhs Sixty Five Only).**

SCHEDULE PROPERTY

All that piece and parcel of immovable property being Residentially converted land bearing Survey No. 90/1 measuring 18 guntas vide Conversion Order No.LAND10006642 dated 04.09.2018 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East by :	Land bearing Survey No. 91 of Devanahalli Village ;
West by:	Land bearing Survey No. 89 of Devanahalli Village;
North by:	Land bearing Survey No. 90/2 of Devanahalli Village;
South by:	Land bearing Survey No. 88/3 of Devanahalli Village;

For Provident Housing Ltd.

Director

For Jaganmata Property Developers Pvt. Ltd.

Authorised Signatory

For Jaganmata Property Developers Pvt. Ltd.

Authorised Signatory

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In Witness Whereof, the Vendors, Confirming Parties have executed this DEED OF SALE in favour of the Purchaser on the day, month and year first above written in the presence of the following witnesses:

For Jagannmata Property Developers Pvt. Ltd.

Authorised Signatory

VENDOR

1.

2.

CONFIRMING PARTY NO.I

For Providont Housing Ltd.

Director

CONFIRMING PARTY NO.II

For Jagannmata Property Developers Pvt. Ltd.

Authorised Signatory

PURCHASER

Witnesses:

1.

2.

Drafted by;

ಈ ದಸ್ತಾವೇಜು 20 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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7088/20-21

SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore (**"Sale Deed"**):

BY AND BETWEEN:

(1) MR. S. NAZEER KHAN, S/o late Ahammed Khan, Aged about 69 years, Residing at Residing at Sunnakal Village, Srinivasapura Taluk, Kolar District. **[PAN: BZDPK6120J];** [Aadhar No.574227466337]

(2) M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"VENDORS"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND;

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA holder Mr. R Veerabhadraswamy ರವರು 1468340.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1338400.00	DD No 535527 Rs.1338400/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	129940.00	DD No 535539 Rs.129940/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	1468340.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ 01/01/20

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed

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(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF:

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the **"PURCHASER"**, which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.90/2 measuring 18 Guntas situated at Devanahalli Village, Kasaba Hobli, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred as **"Schedule Property"**.

II. WHEREAS the Schedule Property originally was part of the land bearing Sy.No.90 measuring 36 Guntas (Larger Property) belonging to one Sri Avathi Munishamappa who conveyed the same as under:

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ದೇವನಹಳ್ಳಿ ದಸ್ತಾವೇಜು ಉಪನೋಂದಣಾಧಿಕಾರಿ ನಾಗರಾಜ ಗ್ರಾಮಾಂತರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 02:11:00 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗಿನ ಶುಲ್ಕದೊಂದಿಗೆ

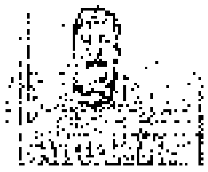
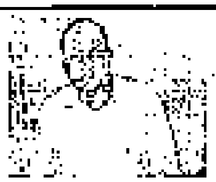
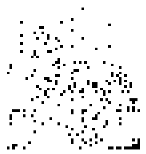
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	259880.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	ಪುಸ್ತಕೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	260690.00

ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by Its Authorised Signatory Mr Vishnu Moorthy H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jagannmata Property Developers Private Limited Rep by Its Authorised Signatory Mr Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟವರಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jagannmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	S. [illegible] (ಪಡೆದುಕೊಳ್ಳುವವರು)			

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(a) An extent of 18 Guntas in Northern portion was conveyed in favour of one Smt.Lakshmamma W/o A.R.Chikkapapaiah vide Sale Deed dated 16.10.1957, registered as Document No.1730/1952-53 of Book I, Volume No.621, at pages 110 to 112 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District.

(b) Remaining extent of 18 Guntas in Southern portion was conveyed in favour of one Smt. Thimmakka W/o Munigiriyappa vide Sale Deed dated 15.10 1954 registered as Document No.1364/1954-55, of Book I, Volume No.652, at pages 204 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District.

III. WHEREAS, the said Smt Lakshmamma W/o A R Chikka Papaiah died on 20.01.1981 leaving behind her husband A R Chikka Papaiah and Children A C Radhakrishna, A.C.Vimala, A.C.Yamuna, A.C.Vanaja and A.C.Manjula as her legal heirs and to succeed to her estate. Later A.R.Chikka Papaiah died on 14.07.1986 and A.C.Radha Krishna also died on 12.09.1988 and subsequent to their deaths, the katha of the land in Sy.No.90 measuring 18 Guntas was transferred from the name of Lakshmamma to Sri A R Krishna Kumar S/o late A.C.Radha Krishna and Smt A C Manjula D/o late Lakshmamma & late A.R.Chikka Papaiah vide MR No.202/2006-07.

IV. WHEREAS, later, the daughters of late Smt.Lakshmamma and late A.R.Chikka Papaiah namely Smt A C Vimala, Smt A C Yamuna, Smt A C Vanaja, and Smt A C Manjula released all their rights title and interest in their family properties in favour of Mr.A.R.Krishna Kumar S/o late A.C.Radha Krishna, by way of a Release Deed dated 09.05.2012 registered as Document No.DNH-1-00012/2012-13 of Book-IV, and stored in CD No.SHRD20 in the office of the Sub Registrar, Shanthi Nagara, Bangalore.

V. WHEREAS, the said Sri A R Krishna Kumar S/o late A C Radhakrishna, Smt A C Vimala D/o late Chikka Papaiah, Smt A C Yamuna D/o late Chikka Papaiah, Smt A C Vanaja D/o late Chikka Papaiah and Smt A C Manjula D/o late Chikka

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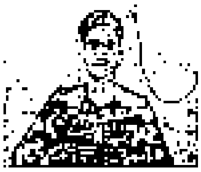
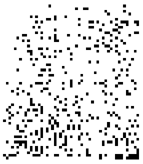
3	M/s. Coppers Coin Realty Private Limited Rep by its Director. Mr.Faz Ahmed . ([illegible])			
4	M/s. Scotts Plantations Private limited Rep by its Director, Mr. Faiz Ahmed (Confirming Party) . ([illegible])			

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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ಪುಸ್ತಕದ ಸ್ಟ್ಯಾಂಪ್ (ಕನ್ನಡ ಕೈಬರಹ)

Papaiah conveyed the said property measuring 18 Guntas in Sy.No.90 in favour of the Vendor No.1 herein vide Sale Deed dated 08.05.2012 registered as Document No.DNH-1-00660/2012-13 of Book-I, and stored in CD No.DNHD266 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS subsequently, on an application made by the said A.C.Krishna Kumar and A.C.Manjula the Larger Property measuring 36 Guntas in Sy.No.90 was phodied into two portions as under:

(a) An extent of an extent of 18 Guntas was assigned with Sy.No.90/1 in the name of Avathi Munishamappa. (presently in the name of the Purchaser herein).

(b) Remaining extent of 18 Guntas in the name of the Vendor No.1 was assigned with Sy.No.90/2 (the Schedule Property).

VII. WHEREAS, based on an application filed by the Vendor No.1 herein, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(DK)SR/40/2017-18 dated 09.10.2017 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VIII. WHERAS, subsequently, one Avathi Venkateshappa @ A.V.Venkateshappa being the Agreement holder for the Schedule Property executed a confirmation deed in favour of the Vendor No.1 herein confirming the title of the Vendor No.1 vide Deed of Confirmation dated 25.11.2019, registered as Document No.DNH-1-07913/2019-20 of Book-I, and stored in CD No.DNHD909, in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IX. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T K S/o Kadandaiah No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಹೆಚ್.ಎಸ್. ಛಲವಾದಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

I ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು

ನಂಬರ್ DNH-1-07285-2020-21 ಆಗಿ

ಸಿ.ಡಿ. ನಂಬರ್ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ

ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಹೆಚ್.ಎಸ್. ಛಲವಾದಿ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC

7011/20-21

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dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

X. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

XI. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.1,39,50,000/- (Rupees One Crore Thirty Nine Lakhs Fifty Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

XIII. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of title in favour of the Purchaser herein

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XIII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

7011/20-21

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2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid **Rs.1,39,50,000/- (Rupees One Crore Thirty Nine Lakhs Fifty Thousand Only)** - the Total Sale Consideration in the manner set out in Annexure – A attached to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their

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appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XIII are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages,

easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes

and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas

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Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no Insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

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8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

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(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property Including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or Informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep Indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of converted undeveloped land bearing Survey No.90/2 measuring 18 Guntas vide Conversion Order No.ALN(DK)SR/10/2017-18 dated 09.10.2017 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By	:	Land in Sy.No.91 of Devanahalli Village;
West By	:	Land in Sy.No.89 of Devanahalli Village;
North By	:	Nala & Land in Sy.No.84/3A of Devanahalli Village;
South By	:	Land in Sy.No.90/1 of Devanahalli Village:

Market Value of the Schedule Property is Rs.2,59,88,000/- (Rupees Two Crores Fifty Nine Lakhs Eighty Eight Thousand Only) on which the Purchaser has paid the Stamp Duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE - A

Total Sale Consideration of Rs.1,39,50,000/- (Rupees One Crore Thirty Nine Lakhs Fifty Thousand Only) paid in the following manner:

I. Rs.5,33,250/-(Five Lakhs Thirty Three Thousand Two Hundred and Fifty) paid as per the below list inclusive of TDS deducted @ 1%

Sl. No.	Amount	DD/Cheque No. drawn on Andhra Bank, N.R.Road Branch, Bangalore.	Dated
1	Rs.2,50,000/-	No.724457	DD dt.17.01.2020
2	Rs.2,50,000/-	No.724458	DD dt.17.01.2020
3	Rs.28,250/-	No.724463	DD dt.17.01.2020
4	Rs.5,000/-	No.724464	DD dt.17.01.2020
TOTAL	**Rs.5,33,250/-**		

II. Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) from and out of Demand Draft No.625377, dated 30.12.2020, issued by Andhra Bank, N R Road Branch, Bangalore in favour of the Vendor No.1 inclusive of TDS deducted @ 0 75%.

III. Rs.1,09,16,750/-(One Crore Nine Lakhs Sixteen Thousand Seven Hundred and Fifty only) from and out of Cheque No.000093 dated 29.12.2020 drawn on Andhra Bank, N R Road Branch, Bangalore in favour of Vendor No 2 inclusive of TDS deducted @ 0.75%.

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

For [illegible] LTD.

Director

VENDOR No.2

For SCOTT [illegible] LTD

DIRECTOR

CONFIRMING PARTY

For Jagannata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore. 560042.

2. (DEVARAJ. T.K)
130/1, Ulsoor Road
Bangalore - 42.

Drafted by:

Advocate
Bangalore

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore (**"Sale Deed"**):

BY AND BETWEEN:

(1) Mr. DASTAGIR SAB, S/o late Nanne Sab, Aged about 50 years, Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J]**; (Aadhar No.604305061667).

(2) M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAJCS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr Vehnu Moorthi R. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 1713025.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ಪ್ರಮಾಣೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1561430.00	DD No 535521 Rs 1561430/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	151595.00	DD No 535533 Rs.151595/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE M G ROAD.
ಒಟ್ಟು :	713025.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 01/01/2021

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

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Designed and Developed by C-DAC Pune

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendors are the absolute owners in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.92/1 measuring 21 Guntas situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as "**Schedule Property**".

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Print Date & Time : 01-01-2021 05:17:33 PM

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ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

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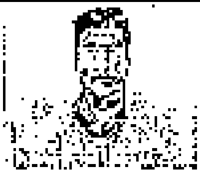
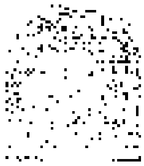
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R Veerabhadraswamy			[signature]

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ಬರೆದುಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

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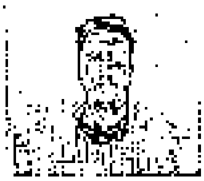
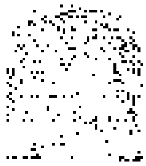
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			[signature]
2	ವಸೀಂ ಪಾಷ ಬಿನ್ ನನ್ನೆ ಸಾಬ್ (ಬರೆಸಿಕೊಳ್ಳುವವರು)			[signature]

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II. WHEREAS, the Schedule Property originally belonged to one Sri Ramaiah S/o Muniyappa and subsequent to the death of Sri Ramaiah, the katha of the Schedule property was transferred to the name of his daughter in law namely Lakshmamma W/o late Doddanarayanappa (Doddanarayanappa being son of late Ramaiah) vide M.R.No.99/2007-08.

III. WHEREAS, the said (1) Lakshmamma W/o late Doddanarayanappa joined by her family members namely (2) Munishamappa S/o Late Ramaiah, (3) Papamma W/o Munishamappa, (4) Rathnamma D/o Munishamappa, (5) Krishnappa S/o Munishamappa, (6) Jayaram S/o Munishamappa, (7) Rajanna S/o Munishamappa, (8) Shivakumar S/o Munishamappa, (9) Muniraju S/o late Doddanarayanappa, (10) Subbarayappa S/o late Doddanarayanappa, (11) Krishnappa S/o late Doddanarayanappa (12) Ramakka D/o late Doddanarayanappa, (13) Sharadamma D/o late Doddanarayanappa, (14) Jayaram S/o late Doddanarayanappa, (15) Rathnamma D/o late Doddanarayanappa (16) Padmamma D/o late Doddanarayanappa, (17) Savithramma W/o late Chikkanarayanappa, (18) Srinivas S/o late Chikkanarayanappa, (19) Kasturi D/o late Chikkanarayanappa, (20) Saikumar S/o late Chikkanarayanappa, (21) Lalithamma D/o late Chikkanarayanappa (22) Chandrappa S/o late Chikkanarayanappa (23) Shashirekha D/o late Chikkanarayanappa, (24) Guruprasad S/o late Chikkanarayanappa, (25) Krishna S/o late Chikkanarayanappa conveyed the Schedule Property in favour of the Vendor No.1 herein vide Sale Deed dated 11.03.2008 registered as Document No.DNH-1-07648/2007-08 of Book-I, and stored in CD No.DNHD151 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

IV. WHEREAS, based on an application filed by the Vendor No.1 herein, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(DK)SR57/2017-18 dated 05.01.2018 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

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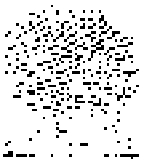
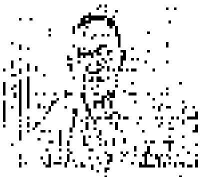
3	M/s. Coppers Coin Realty Private Limited Rep by its Director. Mr Faiz Ahmed . ([illegible])			
4	M/s. Scotts Plantations Private Limited Rep by its Director. Mr. Faiz Ahmed (Confirming Party) . ([illegible])			
5	Mr. Modarsaheb S/o Late Nanne Saheb . ([illegible])			

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V. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

VI. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

VII. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

VIII. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.1,55,92,500/- (Rupees One Crore Fifty Five Lakhs Ninety Two Thousand Five Hundred Only)** (hereinafter referred to as "**Total Sale Consideration**").

IX. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of the title in favour of the Purchaser.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

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ಸಂಖ್ಯೆ DNH-1-07102-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1177 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 01-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

01/01/2021

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ದೇವನಹಳ್ಳಿ (ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC

ಎಂ.ವಿ. ಸತೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to IX contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

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5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendor do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals 1 to IX are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on Instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

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g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

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n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

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(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution

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of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR-4-00071-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

12.2. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement

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and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour.

SCHEDULE PROPERTY

All that piece and parcel of Residentially converted undeveloped land bearing Survey No.92/1 measuring 21 Guntas vide Conversion Order No.ALN(DK)SR57/2017-18 dated 05.01.2018 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.98/2 of Devanahalli Village;
West By : Land in Sy.No.91 of Devanahalli Village;
North By : Land in Sy.No.99/4 of Devanahalli Village;
South By : Land in Sy.No.92/3 and Sy.No.93 of Devanahalli Village;

Market Value of the Schedule Property hereby conveyed is Rs.3,03,19,000/- (Rupees Three Crores Three Lakhs Nineteen Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE – A

Total Sale Consideration of Rs.1,55,92,500/- (Rupees One Crore Fifty Five Lakhs Ninety Two Thousand Five Hundred Only) paid in the following manner:

I. **Rs.90,00,000/- (Rupees Ninety Lakhs Only)** from and out of the Demand Draft No.625374, dated 30.12.2020, issued by Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.1 (inclusive of TDS deducted at 0.75%).

II. **Rs.65,92,500/- (Rupees Sixty Five Lakhs Ninety Two Thousand Five Hundred Only)** from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, N.R.Road Branch, Bangalore in favour of the Vendor No.2 as instructed by Vendor No.1 and Confirming Party (inclusive of TDS deducted @ 0.75%).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

For

Director

VENDOR No.2

CONFIRMING PARTY

For Jagannata Property Developers Private Limited

PURCHASER
Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore - 560042

2. (DEVARAJ.T.K)
No 130/1, Ulsoor Road
Bangalore - 42

Drafted by:

Advocate
Bangalore.

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Voorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಇವರು 2610300.00 ರೂಪಾಯಿಗಳನ್ನು ಹೆಚ್ಚಿನ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಕೊಡದ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ	2379300.00	DD No 535472 Rs.2379300/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED BANGALORE - M G ROAD
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	231000.00	DD No 535487 Rs 231000/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED BANGALORE - M G ROAD
ಒಟ್ಟು :	2610300.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/

ಉಪ ನೋಂದಣಿ ... ಅಧಿಕಾರಿ

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Dev

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ದಸ್ತಾವೇಜು 3 ನೇ ಪುಟ

IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private Limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.92/3 measuring 32 Guntas situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as "**Schedule Property**".

II. WHEREAS the Schedule Property originally being land in Sy.No.92/2, belonged to one Sri D.N.Sundara Deekshitha S/o Nandish Deekshitha who joined by his son Srikanta Deekshitha as witness, conveyed the same in favour of Sri Doddanarayanappa S/o Krishnappa by way of a Sale Deed dated 05.01.1955 registered as document No.1869/54-55 of Book-1, Vol.655, pages at 96 to 97 in the office of the Sub Registrar Devanahalli, Bangalore Rural District. The

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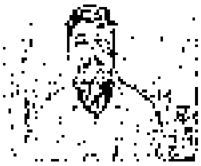
ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ (P 8132) 7277/20-21 ದಸ್ತಾವೇಜು......4......ನೇ ಪುಟ

ದೇವನಹಳ್ಳಿ ರಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:32:55 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

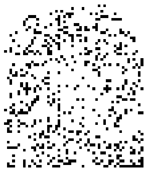
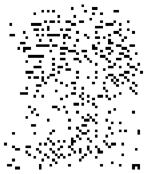
ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	452000.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	605.00
3	ಎಂಡೋರ್ಸ್‌ಮೆಂಟ್ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	452645.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆಸಿಕೊಳ್ಳುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by Its Authorised Signatory Mr.Faiz Ahmed . (ಬರೆದುಕೊಡುವವರು)			

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said land in Sy.No.92/2 has been later assigned with Sy.No.92/3 measuring 32 Guntas and the Khatha of the Schedule Property was transferred in the name of Doddanarayanappa vide MR No.98/2002-03.

III. WHEREAS, the said Sri Doddanarayanappa S/o Krishnappa died intestate leaving behind him his legal heirs.

IV. WHEREAS, the legal heirs of said Doddanarayanappa namely i) Krishnappa first son of late Dodda Narayanappa, (II) Siddappa and Venkataramanappa, children of late Ramappa (Ramappa being son of late Dodda Narayanappa), (iii) Ramakrishnappa and Srinivas, children of late Munisiddappa (Munisiddappa being son of Dodda Narayanappa) Partitioned their family properties including the Schedule Property by Deed of Partition dated 18.09.2003 registered as Document No.1556/2003-04 of Book-I, Volume No.7011, at Pages 79 to 87 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore. In the 'C' schedule of the said Partition dated 18.09.2003, the Schedule Property came to be allotted to the share of Venkataramanappa S/o Late Ramappa.

V. WHEREAS, by way of another Partition Deed dated 24.11.2004 registered as Document No.DNH-1-03197/2004-05 in Book I, stored in CD No.DNHD28 in the office of the Sub-Registrar, Devanahalli, Bangalore Rural District, Bangalore read with Rectification Deed dated 15.03.2005 registered as Document No.DNH-1-05349/2004-05 of Book-I, stored in C.D.No.DNHD41, in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, entered into between legal heirs of Late Doddanarayanappa namely (i) Ramakrishnappa and Narayanaswamy, children of late Subbaiah (Subbaiah S/o late Dodda Narayanappa), (ii) Krishnappa, S/o late Gopalappa (Gopalappa S/o late Dodda Narayanappa), (iii) Siddappa and Venkataramanappa, children of Ramappa (Ramappa S/o late Dodda Narayanappa), (iv) Jayamma W/o late Krishnappa (Krishnappa S/o late Ramappa), (v) Ramakrishnappa and Srinivas both children of Late Munisiddappa (Munisiddappa S/o Late Doddanarayanappa) (v) Krishnappa S/o Late Doddanarayanappa, the family members partitioned their family properties including the Schedule Property. In the said partition dated

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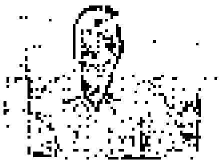
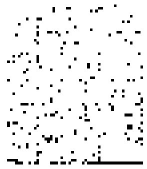
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory, Mr. Shaik Mohamed Huseen (Confirming Party) (ಒಪ್ಪಿಗೆ ಪಕ್ಷ)			

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ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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24.11.2004, the Schedule Property was allotted to the share of Jayamma w/o Late Krishnappa (Krishnappa S/o late Ramappa). The katha of the Schedule Property was transferred in the name of Jayamma W/o late Krishnappa vide M.R.No.394/2004-2005.

VI. WHEREAS, the said Smt. Jayamma W/o late Krishnappa, along with her minor Children namely Lakshmi, Nagesh and Aruna all represented by her mother Jayamma, conveyed the Schedule Property in favour of one Mr.Mohammed Ali Vakil by way of a Sale Deed dated 07.07.2005 registered as Document No.DNH-1-01724/2005-06 in Book-I and stored in C.D.No.DNHD54 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore. And the Khatha of the Schedule Property was transferred in the name of Mr.Mohammed Ali Vakil vide M.R.No.128/05-06.

VII. WHEREAS, the said Mr.Mohammed Ali Vakil in turn conveyed the Schedule Property to one Mr.Pillappa Reddy S/o Venkataswamy Reddy by way of a Sale Deed dated 08.02.2006 registered as Document No DNH-1-06757/2005-06, Book-I, and stored in C.D.No.DNHD79 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore. And the Khatha of the Schedule Property was transferred in the name of said Pillappa Reddy vide MR No.316/2005-06.

VIII. WHEREAS, the said Mr Pillappa Reddy S/o Venkataswamy Reddy conveyed the Schedule Property by way of a Sale Deed dated 11.04.2007 registered as Document No.DNH-1-00265/2007-08, Book-I, and stored in C.D. No.DNHD126 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore in favour of Mr.Wajid Khan S/o late Abbas Khan and the Khatha of the Schedule Property was transferred to his name vide MR No.336/2006-07.

IX. WHEREAS, based on an application filed by the said Mr.Wajid Khan, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion No.ALN(D)SR.258/2007-08 dated 18.02.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]
2	Devaraj. T. K. S/o Kadendaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]

ಸಹಿ ದಿನಾಂಕ

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ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

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ದೇವನಹಳ್ಳಿ

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X. WHEREAS, the said Mr.Wajid Khan, upon conversion, and joined by M/s. Scotts Plantations Private Ltd., as confirming party, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 02.02.2010 registered as Document No.DNH-1-05205/2009-10 of Book-I, stored in CD No.DNHD186 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District, Bangalore.

XI. WHEREAS subsequently, the children of Jayamma S/o late Krishnappa, upon attaining majority, executed a Deed of Confirmation in favour of the said Wajid Khan and the Vendor herein confirming the ownership of the Vendor herein by way of a Confirmation Deed dated 16.08.2019 registered as Document No.DNH-1-04655/19-20 of Book-I, and stored in CD No.DNHD841 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

XII. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

XIII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

XIV. WHEREAS, In this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

XV. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ.

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ದೇವನಹಳ್ಳಿ

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ನಂಬರ್ DNH-1-07277-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHD1161 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

Designed and Developed by C-DAC, ...

ಕೆ.ಸಿ. ಗಿರೀಶ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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lumpsum sale consideration of **Rs.2,48,00,000/- (Rupees Two Crore Forty Eight Lakhs Only)** (hereinafter referred to as "**Total Sale Consideration**").

XVI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XVII. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XVII contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

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3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.2,48,00,000/- (Rupees Two Crore Forty Eight Lakhs Only)**, the details are as per Annexure – A attached to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XVII are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy

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the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) The Schedule Property or any part thereof is not reserved for any public purpose;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to

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remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed,

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

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f) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. FURTHER ASSURANCES:

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

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8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 92/3 (Old No.92/2) measuring 32 Guntas vide Conversion Order No.ALN(D)SR258/2007-08 dated 18.02.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devarahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.93 of Devanahalli Village;
West By : Land in Sy.No.91 of Devanahalli Village;
North By : Land in Sy.No.92/1 of Devanahalli Village;
South By : Land in Sy.No.88/4 and 94 of Devanahalli Village:

Market Value of the Schedule Property is Rs.4,62,00,000/- (Rupees Four Crore Sixty Two Lakhs Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE – A FOLLOWS]

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ANNEXURE – A

Rs.2,48,00,000/- (Rupees Two Crore Forty Eight Lakhs Only) being the Total Sale Consideration paid as under:

I.

Sl.No.	Amount	DD/Cheque No. drawn on Andhra Bank, N.R.Road, Branch, Bangalore.	Dated
1	5,00,000	No.724202	dt.16.08.2019
2	4,00,000	No.724203	dt.16.08.2020
3	2,00,000	No.724204	dt.16.08.2021
4	3,00,000	No.724206	dt.16.08.2022
5	1,50,000	No.724205	dt.16.08.2023
6	56,650	No.724207	dt.16.08.2024
7	5,500	No.724208	dt.16.08.2025
8	11,000	No.724209	dt.16.08.2026
TOTAL	**16,23,150**		

II. By way of RTGS vide UTR No. ICICR52020123000819430 dated 30/12/20 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577258 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore; By way of Demand Draft ~~Demand Draft~~ No. 577259 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor, Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD.

VENDOR
Authorised Signatory

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY
Authorised Signatory

For Jagannata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GNANESHA)
No-130/1, Ulsoor Road
Bangalore-560042

2. (Dinesh ... T.K. (Bharath...))
130/1 Ulsoor road
Bangalore - 42

Drafted by:

Advocate
Bangalore.

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SALE DEED

THIS SALE DEED made and executed on the Thirtieth Day of December Two Thousand Twenty (30.12.2020) at Bangalore (**"Sale Deed"**):

BY AND BETWEEN:

(1) Mr. DASTAGIR SAB, S/o late Nanne Sab, Aged about 50 years, Residing at Nandana Hosahalli Village, Chilakalanerpu Hobli, Chintamani Taluk, CHIKKABALLAPURA DISTRICT. [PAN No. **CHSPD0319J**]; (Aadhar No.604305051667).

(2) M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Director Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**VENDORS**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include their legal heirs, legal representatives, executors, administrators, successors-in-title and assigns)

AND:

M/s. SCOTTS PLANTATIONS PRIVATE LIMITED [CIN No. U01132KA2005PTC038071], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore – 560 058, (PAN No: AAICS9413K), represented by its Director Mr.Faiz Ahmed, authorised *vide* Board Resolution dated 22.12.2020.

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jagannata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 5756675.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	5247235.00	DD No 535524 Rs.5247235/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ	509440.00	DD No 535536 Rs.509440/- dated 30/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
[illegible]	[illegible]56675.00	

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ದಿನಾಂಕ : 01/0[illegible]

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ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune

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(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns).

IN FAVOUR OF;

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Sideline of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500 033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6166N), Represented by its Authorised Signatory Mr.Vishnu Mourthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendors, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

1. WHEREAS, the Vendors are the absolute owners and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in (I) Sy.No.99/1A measuring 16 Guntas, morefully described in the Item No.I Schedule hereunder and hereinafter referred to as **Item No.I Schedule Property**; (II) Sy.No.99/1B measuring 16 Guntas, morefully described in the Item No.II Schedule hereunder and hereinafter referred to as **Item No.II Schedule Property**; (III) Sy.No.99/1C measuring 17 Guntas, morefully described in the Item No.III Schedule hereunder and hereinafter referred to as **Item No.III Schedule Property** and (IV) Sy.No.99/1D measuring 16

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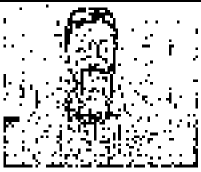
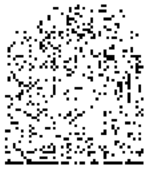
ದೇವನಹಳ್ಳಿ ಪಟ್ಟಣದ ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ರವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 01-01-2021 ರಂದು 01:19:55 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	1018880.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	875.00
3	ಪುಟೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	1019795.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R Veerabhadraswamy			

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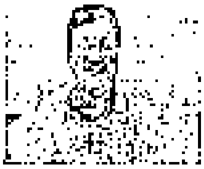
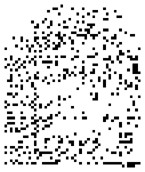
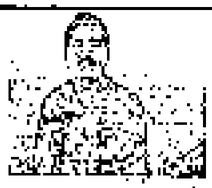
ಬರೆಸಿಕೊಟ್ಟವರು ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಬಿನ್ R. Rajanna (ಬರೆಸಿಕೊಡುವವರು)			
2	[illegible] (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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Guntas, morefully described in the Item No.IV Schedule hereunder and hereinafter referred to as **Item No.IV Schedule Property**, all situated at Devanahalli Village, Kasuba Hobli, Devanahalli Taluk, Bangalore Rural District. Item No.I Schedule Property, Item No.II Schedule Property, Item No.III Schedule Property and Item No.IV Schedule Property are hereinafter collectively referred to as **"Schedule Property"**.

II. WHEREAS, the Schedule Property originally was part of Sy.No.99/1 measuring 1 Acre 25 Guntas (Larger Property), which has been phodied into four parts i.e., Item No.I, Item No.II, Item No.III and Item No.IV Schedule Property. The said Sy.No.99/1 belonged to one Ramaswamappa S/o Munigurappa, who acquired the same under a decree of redemption of mortgage said to have been passed by the Munsiff at Doddaballapur. Further the declaration suit in O.S.No.108/1979 filed by the family members of Munigiriyappa and Venkatagiriyappa against the said Ramaswamappa on the guise of their family having acquired the same was dismissed for non-prosecution. Accordingly, the said Ramaswamappa became the absolute owner in possession of the Larger Property later phodied into Schedule Property and the katha of the Schedule Property was transferred in the name of said Ramaswamappa vide M.R.No.56/1985-86.

III. WHEREAS, the said Ramaswamappa died intestate leaving behind him, his daughter in law Smt Rathnamma W/o late Muniswamy (Muniswamy being son of late Ramaswamappa) and his son Sreenivas and their children and the Khata of the Schedule Property including other property was transferred in the joint names of Smt Rathnamma W/o late Muniswamy and Sri Sreenivas S/o late Ramaswamappa vide MR No.348/2006-07.

IV. WHEREAS, the said family members of late Ramaswamappa namely; (1) Sreenivas S/o late Ramaswamappa joined by his Children Miss. Kavyashree and Y.S.Dhanyashree; and (2) Smt Rathnamma @ Nagarathnamma W/o late Muniswamy joined by her children viz; Kumaraswamy, Y M Sreenath, M Girish, conveyed the Schedule Property in favour of the Vendor No.1 herein by way of a Sale Deed dated 21.05.2010 registered as Document No.DNH-1-0599/2010-

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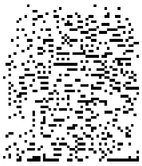
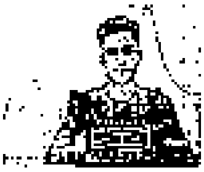
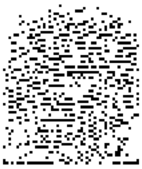
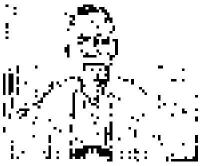
3	M/s. Coppers Coin Realty Private Limited Rep by its Director, Mr Faiz Ahmed (ಖರೀದಿದಾರರು)			
4	M/s. Scotts Plantations Private Limited Rep by its Director, Mr. Faiz Ahmed (Confirming Party) . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			
5	Mr. Madarsaheb S/o Late Nanna Saheb . (ಒಪ್ಪಿಗೆ ಸಾಕ್ಷಿ)			

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11 of Book-I, and stored in CD No.DNHD192 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District. The Khatha of the Schedule Property was transferred in the name of the Vendor No.1 herein vide MR No.5/2010-11.

V. WHEREAS, subsequently, the said family members of Munigiriyappa and Venkatagiriyappa who had filed O.S.No.108/1979, which was dismissed for non-prosecution, made a claim, which came to be settled. As such the family members namely (1) Venkataramanappa S/o late Venkatappa (2) Chikkamuniga S/o Chikkavenkataramanappa, (3) Doddavenkataramanappa S/o Late Munigiriga, (4) Chikkavenkataramanappa S/o late Munivenkatappa, (5) Muniyappa S/o late Muniyappa @ Muniga and (6) Venkatesh S/o late Venkatappa executed a Confirmation Deed in favour of the Vendor No.1 herein vide a Deed of Confirmation dated 23.06.2010 registered as Document No.DNH-1-01080/2010-11, in Book I and stored in CD No.DNHD195 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS, based on an application filed by the Vendor No.1 herein, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR/90/2012-13 dated 22.09.2016 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VII. WHEREAS, the Vendor No.1 at the time of purchase of the Schedule Property had availed certain loans from the Vendor No.2 and the Confirming Party. The Vendors are in need of funds to meet their various legal and other necessities and further owing to the inability of the Vendor No.1 to repay the loans availed from Vendor No.2, the Vendors joined by the Confirming Party decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser and with a request by the Vendors and the Confirming Party that part of the monies be paid directly to the account of the Vendor No.2 in full and final settlement of the loan availed by the Vendor No.1 together with the interest accrued thereon. Accordingly, the Vendor No.2 has joined the execution of the Sale Deed.

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ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು ಮತ್ತು ವಿಳಾಸ	ಸಹಿ
1	Ganesha S/o Sanjeeva No. 130/1, Usoor Main Road, Usoor Bangalore-42	(signature)
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Usoor Main Road, Usoor Bangalore-42	(signature)

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ದೇವನಹಳ್ಳಿ

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು
ನಂಬರ್ DNH-1-07107-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ್ DNHD1177 ನೇ ದರಲ್ಲಿ
ದಿನಾಂಕ 08.01.2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿ ... (ದೇವನಹಳ್ಳಿ)

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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VIII. WHEREAS thus the Vendors herein became absolute owners in possession of the Schedule Property to the exclusion of all others.

IX. WHEREAS, the Vendors and the Purchaser executed a Sale Agreement dated 25.04.2017 whereby the Vendors agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

X. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendors and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendors, the Purchaser agreed to purchase from the Vendors, the Schedule Property, for a lumpsum sale consideration of **Rs.4,82,62,500/- (Rupees Four Crores Eighty Two Lakhs Sixty Two Thousand Five Hundred Only)** (hereinafter referred to as "**Total Sale Consideration**").

XI. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDORS to execute this Sale Deed. The Confirming Party has joined in the execution of the Sale Deed for the better assurance of the title in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XI contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration in the manner set forth in the Clause below, the Vendors with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, by way of absolute sale, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging

thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser as instructed by the Vendors and the Confirming Party has on or prior to the execution of this Sale Deed paid the Total Sale Consideration in the manner set out in Annexure – A to this Sale Deed.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendors, the Vendors acknowledge and confirm that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendors confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendors in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendors have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use and benefit without any suit or lawful eviction, interruption, claim and demand whatsoever from or by the Vendors or by any person lawfully or equitably claiming by, from, under or in trust for predecessors-in title of the Vendors and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendors have on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendors confirm that the Vendors have no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDORS:**

a) The Vendors do hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendors or by any person/s lawfully or equitably claiming by, from, through, under or in trust for them made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendors have acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XI are true, complete and accurate in all respects;

c) The Vendors are the absolute owners of the Schedule Property and the Vendors title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendors and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having

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jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendors does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) That acting on instructions from the Vendors, the monies as stated above are paid by the *bonafide* Purchaser to the accounts of the Vendor No.2 is purely towards full and final settlement of the loans availed by the Vendor No.1 earlier and is in furtherance to the internal arrangement between the Vendors and such arrangement is in full compliance of the Applicable Laws;

g) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

h) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

i) Neither the Vendors, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendors have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

j) There is no (a) pending and/or subsisting tax liability and/or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

k) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property, and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

l) The Vendors have not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

m) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

n) The Schedule Property or any part thereof is not reserved for any public purpose;

o) In relation to the Schedule Property or any part thereof, the Vendors have not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

p) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendors shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

q) There are no pending proceedings against the Vendors or any person on behalf of the Vendors, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

r) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendors, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

s) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendors adversely impacting or affecting the Schedule Property;

t) The Vendors and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendors, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to

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better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser;

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendors to the Purchaser listed herein, and believing the same to be true and correct, the Purchaser has paid the Total Sale Consideration mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendors shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendors or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. **FURTHER ASSURANCES:**

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendors and the Confirming Party 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 including but not limited to (a) transfer the Khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. **INDEMNITY:**

9.1. The Vendors do hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendors or a matter or event which renders any of the Vendor's warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendors, their heirs, executors, administrators;

(c) any defect in title of the Vendors and / or predecessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendors or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendors;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry, or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendors acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendors. The Vendors hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. **STAMP DUTY & REGISTRATION FEE:**

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. **MISCELLANEOUS:**

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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12. **CONSENTING WITNESSES:**

12.1. The Vendor i.e., Dastagir Sab herein executed a General Power of Attorney dated 17.04.2017 registered as document No.SHR 4-00021-2017-18 of Book-IV, stored in the CD No.SHRD81, in the office of the Sub Registrar Shanthinagara Bangalore in favour of **Mr. Madarsaheb** S/o late Nanne Saheb, aged about 65 residing at No.45, Zafar Manzil, 15th Cross, 10th Main, Wilson Garden Bangalore -560 030.

13. The said Power of Attorney holder **Mrs. Madarsaheb** has signed this Sale deed as consenting witness for the sale deed executed by the Vendor in favour of the Purchaser of the Schedule property and further confirm that he has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies basis the Power of Attorney executed by the Vendor in his favour.

SCHEDULE PROPERTY

Item No.I

All that piece and parcel of converted undeveloped land bearing Survey No.99/1A measuring 16 Guntas vide Conversion Order No. ALN(DK)SR/90/12-13 dated 22.09.2016 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By	:	Land in Sy.No.100 of Devanahalli Village;
West By	:	Land in Sy.No.99/2 and Sy.No.99/5 of Devanahalli Village;
North By	:	Gullobanahalli Village Boundary and thereafter Sy.No.17/3 of Gullobanahalli Village;
South By	:	Land in Sy.No.99/1B of Devanahalli Vilage;

Item No.II

All that piece and parcel of converted undeveloped land bearing Survey No.99/1B measuring 16 Guntas vide Conversion Order No. ALN(DK)SR/90/12-13 dated 22.09.2016 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy No.100 of Devanahalli Village;
West By : Land in Sy.No.99/5 and Sy.No.99/6 of Devanahalli Village;
North By : Land in Sy.No.99/1A of Devanahalli Village;
South By : Land in Sy No.99/1C of Devanahalli Village:

Item No.III

All that piece and parcel of converted undeveloped land bearing Survey No.99/1C measuring 17 Guntas vide Conversion Order No. ALN(DK)SR/90/12-13 dated 22.09.2016 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.100 of Devanahalli Village;
West By : Land in Sy.No.99/6 of Devanahalli Village;
North By : Land in Sy.No.99/ 1B of Devanahalli Village;
South By : Land in Sy.No. 99/1D of Devanahalli Village:

Item No.IV:

All that piece and parcel of converted undeveloped land bearing Survey No.99/1D measuring 16 Guntas vide Conversion Order No. ALN(DK)SR/90/12-13 dated 22.09.2016 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.100 of Devanahalli Village;
West By : Land in Sy.No.99/6 of Devanahalli Village;
North By : Land in Sy.No.99/1C of Devanahalli Village;
South By : Land in Sy.No.100 of Devanahalli Village:

Market Value of the Schedule Property hereby conveyed is Rs.10,18,88,000/- (Rupees Ten Crores Eighteen Lakhs Eighty Eight Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

[ANNEXURE A FOLLOWS]

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ANNEXURE – A

Total Sale Consideration of Rs.4,82,62,500/- (Rupees Four Crores Eighty Two Lakhs Sixty Two Thousand Five Hundred Only) paid in the following manner:

I. Rs.1,00,00,000/- (One Crore Only) paid from and out of Cheque No.363405 dt.02.11.2017, drawn on Andhra Bank NR Road in favour of Vendor No.1 (inclusive TDS deducted @ 1%)

II. Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) paid from and out of Cheque No.363405, dt.02.11.2017, drawn on Andhra Bank NR Road in favour of Vendor No.2 as instructed by the Vendor No.1 (inclusive TDS deducted @ 1%)

III. Rs.2,32,62,500/- (Rupees Two Crores Thirty Two Lakhs Sixty Two Thousand Five Hundred Only) from and out of the Cheque No.000093, dated 29.12.2020, drawn on Andhra Bank, N R Road Branch, Bangalore in favour of the Vendor No.2 as instructed by the Vendor No.1 (inclusive of TDS deducted @ 0.75%)

(SIGNATURE PAGE FOLLOWS)

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

VENDOR No.2

CONFIRMING PARTY

For Jaganmata Property Developers Private Limited

PURCHASER

Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No. 130/1, Ulsoor Road
Bangalore - 560042

2. (DEVARAJ. T.L)
130/1, Ulsoor Road
Bangalore - 42

Drafted by:

Anitha
Advocate
Bangalore.

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IN WITNESS WHEREOF, the Parties hereto have executed this Sale Deed on the date and the year first hereinabove written.

VENDOR No.1

VENDOR No.2

CONFIRMING PARTY

For Jaganmala Property Developers Private Limited

PURCHASER

Director

CONSENTING WITNESSES:

Witnesses:

1. (GANESHA)
No-130/1, Ulsoor Road
Bangalore-560042

2. (DEVARAJ. T.K)
130/1, Ulsoor Road
Bangalore-42

Drafted by:

Anitha
Advocate
Bangalore.

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore (**"Sale Deed"**):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company Incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the **"VENDOR"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND:

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kamla Hub, N.S.Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the **"CONFIRMING PARTY"**, which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಅಧಿನಿಯಮ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 3498300.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣ ಪಾವತಿಯ ವಿವರ
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	3188700.00	DD No 535477 Rs.3188700/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಇತರೆ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	309600.00	DD No 535492 Rs.309600/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD,
ಒಟ್ಟು :	3498300.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ದೇವನಹಳ್ಳಿ)

ಉಪನೋಂದಣಾಧಿಕಾರಿ

ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC Pune.

IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Siddine of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500033, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADC*6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the **"PURCHASER"**, which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in (I) Sy.No.99/2 measuring 18.5 Guntas (morefully described in Item No.I Schedule hereunder and hereinafter referred to as Item No.I Schedule Property and (II) Sy.No.99/4 measuring 21 Guntas (excluding 04 Guntas of B Kharab) (morefully described in Item No.II Schedule hereunder and hereinafter referred to as Item No.II Schedule Property) both measuring 39.5 Guntas and situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District. Item No.I Schedule Property and Item No.II Schedule Property are hereinafter collectively referred as **"Schedule Property"**.

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ : P-8(4)

ದೇವನಹಳ್ಳಿ ಪಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿಯವರ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 02:56:06 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ವಿವರ	ರೂ. ಪೈ
1	ನೋಂದಣಿ ಶುಲ್ಕ	619200.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	770.00
3	ಪುಸ್ತಕೀಕರಣ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	620010.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy ಇವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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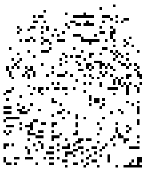
ಬರೆದುಕೊಟ್ಟದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R Veerabhadraswamy . ತಂದೆ B. . Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Copper's Coin Realty Private Limited Rep by Its Authorised Signatory Mr.Fair Ahmed . (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ದೇವನಹಳ್ಳಿ

7-308/2022

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II. WHEREAS, the Schedule Property originally part of land in Sy.No.99/2 measuring 1 Acre 34 Guntas and Sy.No.99/4 measuring 1 Acre 2 Guntas, belonged to one Savarada Venkataramanappa. After the death of Savarada Venkataramanappa, his children namely Subbaiah and Munishamappa partitioned their family properties including the above said extents equally as under:

(a) an extent of 37 Guntas in Sy.No.99/2 and an extent of 21 Guntas in Sy.No.99/4 was allotted to the share of Subbaiah; and

(b) an extent of 37 Guntas in Sy.No.99/2 and an extent of 21 Guntas in Sy.No.99/4 was allotted to the share of Munishamappa.
The same has been recorded and the katha of the above said extents have transferred in the respective names of Subbaiah and Munishamappa vide M.R.No.51/1985-1986.

III. WHEREAS, after the death of Munishamappa, based on the request and oral partitioned between the children of late Munishamappa namely Venkataramanappa and Siddappa, the katha in respect of Sy.No.99/2 measuring 37 Guntas and Sy.No.99/4 measuring 21 Guntas was transferred under IHC No.31/1986-97 as under:

(a) an extent of 18.5 Guntas in Sy.No.99/2 was transferred to the share of Venkataramanappa S/o Munishamappa.

(b) an extent of 18.5 Guntas in Sy.No.99/2 (Item No.I Schedule Property) and an extent of 21 Guntas in Sy.No.99/4 (Item No.II Schedule Property) was allotted to the share of Siddappa S/o Munishamappa (The Schedule Property).

IV. WHEREAS, the said Sri Siddappa S/o late Munishamappa, joined by one Manjula as consenting witness, conveyed the Schedule Property viz., 18.5 Guntas in Sy.No.99/2 and measuring 21 Guntas in Sy.No.99/4, in favour of Syed Saleha by way of a Sale Deed dated 16.12.2009 registered as Document No.DNH-1-04583/2009-10 of Book-I, and stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the Khata

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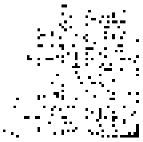
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorisea Signatory. Mr. Shaik Mohamed Hussain (Confirming Party). (ಒಪ್ಪಿಗೆದಾರ)			

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ಸಹಿ/ ದಸ್ತಖತ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ ದೇವನಹಳ್ಳಿ

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of the Schedule Property was transferred in the name of Syed Saleha vide M.R.No.67/1998-99.

V. WHEREAS, based on an application filed by Syed Saleha, the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR 06/2008-09 dated 24.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

VI. WHEREAS, the said Syed Saleha, upon conversion, joined by M/s. Scotts Apparels (P) Ltd., as Confirming Party, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 16.12.2009 registered as Document No.DNH-1-04583/2009-10 of Book-I, in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

VIII. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

IX. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.3,06,12,500/- (Rupees Three Crore Six Lakhs Twelve Thousand Five Hundred Only)** (hereinafter referred to as "**Total Sale Consideration**").

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	

ಸಬ್ ರಿಜಿಸ್ಟ್ರಾರ್
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Kept Pending for Technical Problem

Designed and Developed by C-DAC, ACTS, Pune

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X. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XI. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS:

1. The recitals I to XI contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.3,06,12,500/- (Rupees Three Crore Six Lakhs Twelve Thousand Five Hundred Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000819430 dated 30/12/2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 020310200013448 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ನೋಂದಣಿಗೆ ಅಂಗೀಕರಿಸಿದೆ.

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ನೊಂದಣಿ DNH-1-07308-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ನಂಬರ DNHD1181 ನೇ ದ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಎಸ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
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no. 577298

Property; By way of Demand Draft, dated 30/12/2020 drawn on Icici Bank, M.G.Road Branch, Bangalore; By way of Demand Draft ~~Demand Draft dated~~ no. 577297 30/12/2020 drawn on Icici Bank, M.G.Road Branch, Bangalore in favour of the Vendor; Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their 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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

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6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XI are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the

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matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy

the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acquisition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) Save and except one Nala is passing through in Sy.No.99/4 which is not affecting the total extent of Schedule Property and any other water bodies not affecting the Schedule Property in any manner whatsoever and there is no area in the Schedule Property earmarked for public purposes;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency In Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other

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payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser, and

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. FURTHER ASSURANCES:

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. INDEMNITY:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

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(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

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SCHEDULE PROPERTY

Item No.I

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 99/2 measuring 18.5 Guntas vide Conversion Order No.ALN(D)SR 06/2008-09 dated 24.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.99/1A of Devanahalli Village;
West By : Land in Sy.No.84/1 of Devanahalli Village;
North By : Gullobanahalli Village Boundary and thereafter Sy.No.17/3 of Gullobanahalli Village;
South By : Land in Sy.No.99/5 of Devanahalli Village:

Item No.II

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 99/4 measuring 21 Guntas (excluding 4Guntas of B Kharab) vide Conversion Order No.ALN(D)SR 06/2008-09 dated 24.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By : Land in Sy.No.99/7 of Devanahalli Village;
West By : Land in Sy.No.84/3B of Devanahalli Village;
North By : Land in Sy.No.84/3B of Devanahalli Village;
South By : Land in Sy.No.92/1 and Sy.No.98/2 of Devanahalli Village.

Market Value of the Schedule Property is Rs.6,19,16,250/- (Rupees Six Crores Nineteen Lakhs Sixteen Thousand and Two Hundred Fifty Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COLVREALTY PVT LTD.

Authorised Signatory

VENDOR

For REYNOLD SHIRTING LTD.

CONFERMING PARTY

Authorised Signatory

For Jagannata Property Developers Private Limited

PURCHASER Director

Witnesses:

1. GANESHA
NO. 130/1, Ulsoor Road
Bangalore - 560042.

2. Devaraj T.K
(DEVARAJ T.K)
130/1, Ulsoor road
Bangalore - 42.

Drafted by:

Anitha
Advocate
Bangalore.

ಈ ದಸ್ತಾವೇಜು 19 ಪುಟಗಳನ್ನು ಒಳಗೊಂಡಿದೆ

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DEED OF ABSOLUTE SALE

THIS SALE DEED made and executed on the Thirty First Day of December Two Thousand Twenty (31.12.2020) at Bangalore ("**Sale Deed**"):

BY

M/s. COPPERS COIN REALTY PRIVATE LIMITED [CIN No. U45201KA2009PTC051106], A Company incorporated under the Companies Act, 1956 and now deemed to be incorporated under the Companies Act, 2013, and having its registered office at: 481-B, IV Phase, Peenya Industrial Area, Peenya Bangalore- 560058, (PAN No: AADCC7740D), represented by its Authorised Signatory Mr.Faiz Ahmed authorised *vide* Board Resolution dated 22.12.2020.

(Hereinafter referred to as the "**VENDOR**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

AND;

M/s. REYNOLD SHIRTING LIMITED (CIN No. U17120MH2003PLC143303), a company Incorporated under the provisions of the Limited Companies Act, 1956 and having its registered office at 402, 4th Floor, Kemla Hub, N.S Road No.1, Juhu Scheme, Vile Parle (West), Mumbai- 400 049 [PAN No.AACCR7055H] represented by its Authorised Signatory Shaik Mahamed Husean authorized vide Board Resolution dated 22.12.2020

(Hereinafter referred to as the "**CONFIRMING PARTY**", which term shall unless repugnant to the context or meaning thereof, be deemed to mean and include its executors, nominees, representatives, successors-in-title and assigns)

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ಕರ್ನಾಟಕ ಸರ್ಕಾರ

ನೋಂದಣಿ ಮತ್ತು ಮುದ್ರಾಂಕ ಇಲಾಖೆ

Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy , ಇವರು 1859870.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	1695280.00	DD No 535478 Rs.1695280/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಇತರ ಬ್ಯಾಂಕ್ ಡಿ.ಡಿ.	164590.00	DD No 535493 Rs.164590/- dated 29/Dec/2020 drawn on ICICI BANK LIMITED,BANGALORE - M G ROAD.
ಒಟ್ಟು :	1859870.00	

ಸ್ಥಳ : ದೇವನಹಳ್ಳಿ

ದಿನಾಂಕ : 31/12/2020

ಉಪ-ನೋಂದಣಿ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ

(ದೇವನಹಳ್ಳಿ)

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ದೇವನಹಳ್ಳಿ.

Designed and Developed by C-DAC P

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IN FAVOUR OF

M/s. JAGANMATA PROPERTY DEVELOPERS PRIVATE LIMITED, [CIN No. U45206TG2015PTC101944] A private limited company incorporated under the Companies Act, 1956 and having its Registered Office at Survey No.08, Opp. To Mahindra Satyam, Siddine of Godrej Green Building, Kondapura, Hyderabad, Telangana – 500083, and having its office at No.130/2, Ulsoor Road, Bangalore - 560 042, (PAN No:AADCJ6168N), Represented by its Authorised Signatory Mr.Vishnu Moorthi H authorised *vide* Board Resolution dated 23.12.2020.

(Hereinafter referred to as the "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include, its executors, nominees, representatives, successors-in-title and assigns).

The Vendor, the Confirming Party and the Purchaser are hereinafter individually referred to as '**Party**' and collectively as '**Parties**' as and where the context may require in this Sale Deed.

WITNESSETH AS FOLLOWS:

I. WHEREAS, the Vendor is the sole and absolute owner and in exclusive possession of all that piece and parcel of residentially converted undeveloped land in Sy.No.99/3 measuring 21 Guntas situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District which is morefully described hereunder in the Schedule and hereinafter referred to as "**Schedule Property**".

II. WHEREAS, the Schedule Property originally belonged to one Sri Muniswamy@ Muniswamappa S/o late Ramaswamappa who acquired the same through a Judgement and Decree dated 27.10.1992 passed in O.S.No.72/1986 by the Hon'ble Court of the Munsiff, Devanahalli, Bangalore Rural District. The katha of the Schedule Property was mutated in the name of Munishamappa @ Muniswamy vide MR No.63/1991-92.

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ದೇವನಹಳ್ಳಿ ರಲ್ಲಿರುವ ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳ ಕಛೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 31-12-2020 ರಂದು 03:01:45 PM ಗಂಟೆಗೆ ಈ ಕೆಳಗೆ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	329100.00
2	ಸ್ಕ್ಯಾನಿಂಗ್ ಫೀ	700.00
3	ಪ್ರತಿಕೃತಿಗಳ ಶುಲ್ಕ	40.00
	ಒಟ್ಟು :	329920.00

ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H, Rep by SPA Holder Mr. R. Veerabhadraswamy ಅವರಿಂದ ಹಾಜರು ಪಡಿಸಲ್ಪಟ್ಟಿದೆ

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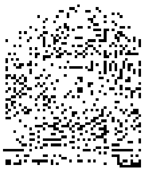
ಶ್ರೀ M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy			

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ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

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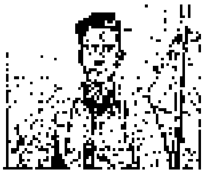
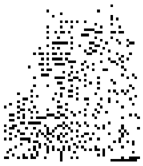
1	M/s. Jaganmata Property Developers Private Limited Rep by Its Authorised Signatory Mr.Vishnu Moorthi H. Rep by SPA Holder Mr. R. Veerabhadraswamy . ಬಿನ್ B. Rajanna (ಬರೆದುಕೊಡುವವರು)			
2	M/s. Coppers Coin Realty Private Limited Rep by its Authorised Signatory Mr.Faiz Ahmad (ಬರೆಸಿಕೊಳ್ಳುವವರು)			

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III. WHEREAS, the said Sri Muniswamy S/o late Ramaswamappa joined by his brother Srinivasa S/o late Ramaswamappa conveyed the Schedule Property in favour of Mr.Syed Saleha by way of a Sale Deed dated 08.07.1996 registered as Document No.1131/1997-98 of Book-I, Volume 1707, at Pages 180 to 184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District and the katha of the Schedule Property was transferred in the name of Syed Saleha vide M.R.No.72/1998-99.

IV. WHEREAS, based on an application filed Syed Saleha the Schedule Property was converted from agricultural purpose to non-agricultural residential purpose vide Conversion Order No.ALN(D)SR.06/2008-09 dated 24.10.2008 issued by the Deputy Commissioner, Bangalore Rural District, Bangalore.

V. WHEREAS, the said Syed Saleha, joined by Scotts Apparels Private Limited as confirming party, conveyed the Schedule Property in favour of the Vendor herein by way of a Sale Deed dated 16.12.2009 registered as Document No.DNH-1-04583/2009-10 of Book-I, and stored in CD No.DNHD184 in the office of the Sub Registrar, Devanahalli, Bangalore Rural District.

VI. WHEREAS, in the above said manner, the Vendor became the sole and absolute owner and has been in sole possession, occupation and enjoyment of the Schedule Property.

VII. WHEREAS, the Vendor being in need of funds to discharge the mortgage created for the purposes of loan availed by the Confirming Party herein - Reynolds Shirting Limited, and to meet its other legal necessities decided to dispose off the Schedule Property and offered to sell the Schedule Property to the Purchaser.

VIII. WHEREAS, in this connection, the Vendor and the Purchaser has executed a Sale Agreement dated 25.04.2017 whereby the Vendor agreed to sell the Schedule Property in favour of the Purchaser for consideration and as per terms and conditions mentioned therein along with certain other properties.

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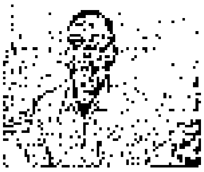
3	M/s. REYNOLD SHIRTING LIMITED Rep by its Authorised Signatory. Mr. Shaik Mahamed Husean (Confirming Party). (ಒಪ್ಪಿಗೆ ದಾರರು)			

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IX. Solely relying on the representations, warranties, undertakings and covenants and indemnities of the Vendor and the Confirming Party and further relying on documents (both title and revenue included) furnished by the Vendor, the Purchaser agreed to purchase from the Vendor, the Schedule Property, for a lumpsum sale consideration of **Rs.1,62,75,000/- (One Crore Sixty Two Lakhs Seventy Five Thousand Only)** (hereinafter referred to as "**Total Sale Consideration**").

X. WHEREAS, the Purchaser having paid the Total Sale Consideration has called upon the VENDOR to execute this Sale Deed.

XI. WHEREAS the Confirming Party has joined in the execution of the Sale Deed inter alia confirming the receipt of Total Sale Consideration as stated below and for the better assurance of title for the Schedule Property in favour of the Purchaser.

NOW THIS SALE DEED WITNESSES AS FOLLOWS

1. The recitals I to XI contained hereinabove shall form an integral part of this Sale Deed and are incorporated in this operative part by reference.

2. In consideration of the Purchaser having paid the Total Sale Consideration to the Vendor and the Confirming Party and the receipt of which the Vendor and the Confirming Party hereby accepts and acknowledges in the manner set forth in the Clause below, the Vendor with effect from the date of registration hereof does hereby grants, transfers, conveys and assigns unto the Purchaser, the Schedule Property, together with all the rights, title, interest, property, estate, possession, appurtenances, common ways, claims, demands, advantages, liberties thereto held and enjoyed, other easements (including the right to use internal roads, common entrance to the Schedule Property) and privileges whatsoever belonging thereto in law, equity or under contract, to have and to hold the same, as absolute legal owner thereof, free from all encumbrances forever.

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1	Ganesha S/o Sanjeeva No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]
2	Devaraj. T. K. S/o Kodandaram No. 130/1, Ulsoor Main Road, Ulsoor Bangalore-42	[signature]

[signature]

[illegible]

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Kept Pending for Technical Problem.

Designed and Developed by C-DAC, ACTS, Pune

[signature]

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3. The Purchaser, as instructed by the Vendor and the Confirming Party, has on or prior to the execution of this Sale Deed paid **Rs.1,62,75,000/- (One Crore Sixty Two Lakhs Seventy Five Thousand Only)** - the Total Sale Consideration; By way of RTGS vide UTR No. ICICR52020123000819430 dated 30/12/2020 in favour of the Confirming Party – Reynolds Shirting Limited to its Account No. 0203102000013449 at IDBI Bank Ltd., Kalina Branch, Mumbai, towards the discharge of the mortgage over the Schedule Property; By way of Demand Draft No. 577298 dated 30/12/2020 drawn on ICICI Bank, M.G. ROAD Branch, Bangalore; By way of Demand Draft ~~Demand Draft~~ No. 577297 dated 30/12/2020 drawn on ICICI Bank, M.G. Road Branch, Bangalore in favour of the Vendor; Inclusive of TDS as applicable at 0.75% deposited to Government of India to the Vendor Account.

4. That in pursuance of the foregoing and in pursuance to the receipt of Total Sale Consideration in the above said manner, the receipt and adequacy of which is acknowledged by the Vendor and Confirming Party, the Vendor and the Confirming Party acknowledges and confirms that the Total Sale Consideration is inclusive of all taxes, duties and levies under the Applicable Laws (*defined hereinbelow*). The Vendor confirms that apart from the Total Sale Consideration the Purchaser is not liable to pay any other dues and / or amounts to the Vendor and / or any other third party and / or competent authority towards the absolute sale and conveyance of the Schedule Property by the Vendor in favor of the Purchaser.

5. **POSSESSION OF THE SCHEDULE PROPERTY:**

On and from the date hereof, the Vendor, joined by the Confirming Party, have put the Purchaser in full, free and vacant exclusive 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 Schedule Property hereby granted, conveyed, transferred and assured, with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for their own use

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ಸದರಿ ದಸ್ತಾವೇಜನ್ನು ಸ್ಕ್ಯಾನ್ ಮಾಡಲಾಗಿದೆ.

ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

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ಸಂಖ್ಯೆ DVH-1-07301-2020-21 ಆಗಿ
ಸಿ.ಡಿ. ಸಂಖ್ಯೆ DNHD1181 ನೇ ಧ್ದರಲ್ಲಿ
ದಿನಾಂಕ 06-01-2021 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

06/01/2021

ಉಪನೋಂದಣಾಧಿಕಾರಿ ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ (ದೇವನಹಳ್ಳಿ)

ಹೆಚ್.ಎಸ್. ಅರವಿಂದ
ಹಿರಿಯ ಉಪನೋಂದಣಾಧಿಕಾರಿ
ದೇವನಹಳ್ಳಿ

Designed and Developed by C-DAC, ...

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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 predecessors-in title of the Vendor and the Purchaser and its future transferees / owners shall have all and the exclusive right to use, occupy, possess and enjoy the Schedule Property forever.

6. **DELIVERY OF ORIGINAL DOCUMENTS OF TITLE:**

Simultaneously with the registration of the Sale Deed, the Vendor has on this day delivered to the Purchaser, all the original documents of title pertaining to the Schedule Property, the receipt of which the Purchaser hereby accepts and acknowledges. The Vendor confirms that the Vendor has no other documents whether original and / or certified and / or photocopy other than those delivered to the Purchaser.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE VENDOR AND THE CONFIRMING PARTY:**

a) The Vendor does hereby covenant, represent, warrant and undertake with the Purchaser that notwithstanding any act, deed, matter or thing whatsoever by the Vendor or by any person/s lawfully or equitably claiming by, from, through, under or in trust for the Vendor made, done, committed, omitted or knowingly or willingly suffered to the contrary:

b) The Vendor has acquired the Schedule Property in the manner set out in the Recitals of this Sale Deed and all the statements made in the Recitals I to XI are true, complete and accurate in all respects;

c) The Vendor is the sole and absolute owner of the Schedule Property and the Vendor title to the Schedule Property is absolutely clear, valid, marketable, subsisting and free from all encumbrances, charges, claims, mortgages, easements, encroachments, rights of way, covenants, equitable interests, licenses, leases, sub-leases or other possessory interests, liens, including tax

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liens, options, pledges, security interests, restrictive or onerous conditions and covenants, preferences, priorities, rights of first refusal, or other encumbrances of any kind or nature whatsoever (whether absolute or contingent);

d) The Vendor and the Confirming Party are in due compliance of all the Applicable Laws. For the purpose of this Sale Deed, '**Applicable Law/s**' shall mean and include any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time;

e) The Vendor does now have in itself good right, full power and absolute authority to grant, convey, transfer and assure the Schedule Property hereby granted, conveyed, transferred and assured or intended or expressed so to be unto and to the use of the Purchaser in the manner written herein and has taken all necessary actions to authorize the execution, delivery and performance of the obligations under the Sale Deed;

f) There are no proceedings pending or threatened or initiated under the provisions of the Applicable Laws including but not limited to Benami Transactions (Prohibition) Act, 1988, Karnataka Land Reforms Act 1961, Karnataka Land Revenue Act, 1964, Karnataka Land Reforms Act 1961, and the Karnataka Land (Restrictions on Transfer) Act, 1991;

g) The Schedule Property or any portion thereof is not subject matter of any proceedings and does not come under the ambit of Karnataka Schedule Castes and Schedule Tribes (Prohibition of Transfer of Certain Lands) Act, 1978 and does not fall under '*Grant*' or '*Inam*' category;

h) Neither the Vendor, nor any person on its behalf, has sub-leased, licensed or otherwise granted to any person the right to use or occupy the Schedule Property or any portion thereof, and the Vendor have not received notice in such regard. There is no claim by any party / person to the contrary. There are

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no contracts outstanding for the sale, exchange, encumbrance, lease or transfer of the Schedule Property or any portion thereof;

i) There is no (a) pending and/or subsisting tax liability and / or (b) pending tax proceeding against the Vendor that can adversely affect the sale of the Schedule Property under Section 281 of the Income Tax Act, 1961;

j) There are no legal restrictions, no proposed or threatened proceedings from eminent domain, in any case that would affect the Schedule Property and which could preclude or restrict the ability of the Purchaser to use and enjoy the Schedule Property or any part thereof including but not limited for the purposes of non-agricultural residential use;

k) The Vendor has not received any notice of any scheme of road widening from any competent authority against the Schedule Property for acqursition and there is no further reduction in the physically available extent of land in the Schedule Property.

l) There are no kaluves and / or water bodies affecting the Schedule Property or portion thereof in any manner whatsoever;

m) The Schedule Property or any part thereof is not reserved for any public purpose;

n) In relation to the Schedule Property or any part thereof, the Vendor has not received any notice either from any governmental authority or any other local body or authority including but not limited to Karnataka Industrial Areas Development Board under the provisions of the Karnataka Industrial Areas Development Act, 1966, the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, or other legislative enactment, government ordinance, order or notification for acquisition or requisition which has a bearing on title to the Schedule Property, and the Schedule Property is not included in any notified schemes of improvement of any municipal authority or any other competing authority including but not limited to Karnataka Industrial Areas Development Board, National Highway

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Authority of India, Karnataka Housing Board and Karnataka Public Works Department;

o) There are no pending taxes (including but not limited to property taxes), assessments, fees, charges including water charges and taxes, land revenue, regulatory, municipal or governmental authority or other person having jurisdiction over the Schedule Property. All such taxes, outgoings and all other payments due and payable in respect of the Schedule Property have been paid in full up to the date of execution hereof and the Vendor shall continue to remain to be liable and shall bear and pay for any dues arising for the period prior to the execution date of this Sale Deed;

p) There are no pending proceedings against the Vendor or any person on behalf of the Vendor, by any statutory, regulatory, municipal or governmental authority with respect to the use or occupation or enjoyment of the Schedule Property;

q) There are no suits, boundary and / or access/ easementary disputes, judgments nor any proceedings (including but not limited to sales tax or income tax or other taxation proceedings, or labour and industrial laws), nor any *lis pendens* or other notices of any attachment received by the Vendor, either before or after judgment, pending in respect of the Schedule Property or any part thereof and there are no judgments of the jurisdictional courts, prohibitory orders or any attachment orders or otherwise any liabilities affecting the Schedule Property;

r) There are no insolvency or other proceedings relating to or affecting creditor's rights generally pending against the Vendor adversely impacting or affecting the Schedule Property;

s) The Vendor and all persons who are lawfully or equitably claiming or having any estate, right, title or interest in the Schedule Property or any part thereof hereby granted, conveyed and transferred to the Purchaser, by, from, under or in trust for the Vendor, shall and will from time to time and at all times

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hereafter at the request and cost of the Purchaser do and execute or cause to be done and executed all such further and other lawful and necessary acts, deeds, matters, things, conveyances and assurances in law whatsoever to better and more perfectly, grant or convey proper and absolute title of the Schedule Property to the Purchaser; and

t) The mortgage created with respect to the Schedule Property has been discharged prior to the execution of the Sale Deed and the Vendor has shared a copy of the no objection certificate and the registered deed of discharge recording the release of mortgage of the Schedule Property.

Based solely on the abovementioned representations, covenants, warranties and undertakings made by the Vendor and the Confirming Party to the Purchaser herein, and believing the same to be true and correct, the Purchaser has paid the Vendor and the Confirming Party the Total Sale Consideration hereinabove mentioned and entered into this Sale Deed. It is the agreement of the Parties that the representations, warranties, and covenants made herein by the Vendor and Confirming Party shall not be affected or deemed waived by reason of any investigation / due diligence undertaken by or on behalf of the Purchaser unless specifically disclosed by the Vendor and the Confirming Party or by reason of the Purchaser or any of its advisors, agents, consultants or representatives knowing or should have known that any such representation or warranty or covenant is or might be inaccurate or untrue.

8. FURTHER ASSURANCES:

8.1. The Confirming Party *inter alia* confirms that, it has not done any act, deed or things which would affect the title of the Schedule Property and has not created any third Party rights, encumbrance, attachments, claims acquisition or any charges of any kind with respect to the Schedule Property and has not entered into any documents / agreement and/or executed any power of attorney in favour of any party/ies.

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8.2. Simultaneous with the execution of the Sale Deed, the Confirming Party acknowledges the sole and absolute ownership of the Purchaser to the Schedule Property and confirms that, the Confirming Party does not have any right, title or interest in relation to the Schedule Property and further undertakes that the Confirming Party shall not raise any objection on the rights, title and interest of the Purchaser to the Schedule Property in any manner whatsoever.

8.3. The Vendor and the Confirming Party undertakes 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, including but not limited to (a) transfer the khata in relation to the Schedule Property in favour of the Purchaser; and (b) more fully and perfectly assure the Purchaser's title to the Schedule Property.

9. <u>INDEMNITY</u>:

9.1. The Vendor and the Confirming Party does hereby indemnify and keep indemnified forever and hold the Purchaser, its successors and assigns, harmless at all times against any and all title claims, unpaid dues, charges, mortgages, all losses, liens, expenses, claims, encumbrances, demands and all other liabilities, costs and expenses (collectively "**Losses**") which directly arise out of, or result from or may be payable by virtue of:

(a) falsity, incompleteness, default, breach or inaccuracy of any of the warranties stated by the Vendor and the Confirming Party or a matter or event which renders any of the warranties false, incomplete, or inaccurate;

(b) any 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 the assurances, warranties and representations herein being misleading, false, incorrect or untrue or as a result of any claim made against the Vendor, their heirs, executors, administrators;

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(c) any defect in title of the Vendor and / or pre-decessors-in-title to the Schedule Property or any part thereof or any claim by third parties relating to the Vendor's title to any portion of the Schedule Property including from and against all former and other estates, titles, charges, and/or encumbrances whatsoever, made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim, by from, under or in trust for the Vendor;

(d) arise out of, in any way relate to, or result from any legal proceedings, litigation, or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry , or claims, demands, suits, actions, expenses, penalties, fines, impositions, interest, prosecution or relating to or arising out of or in connection with the Schedule Property or any part thereof which affects the title of the Purchaser to the Schedule Property or any part thereof;

(e) any default or breach by it or any of its representations, warranties, covenants, undertakings and/or obligations under this Sale Deed.

9.2. Notwithstanding anything contained in Clause 9.1, the Vendor and the Confirming Party acknowledge that in relation to the Schedule Property, all the Losses, debts, liabilities, covenants, agreements or other obligations, known, unknown or undisclosed, incurred or arising after the date of execution of this Sale Deed, but is in relation to an act or event prior to the execution of this Sale Deed, shall be the sole responsibility and liability of the Vendor and the Confirming Party. The Vendor and the Confirming Party hereby agrees to indemnify, keep indemnified and hold the Purchaser harmless against any and all the Losses.

10. STAMP DUTY & REGISTRATION FEE:

The Purchaser has borne the stamp duty and the registration charges for registering this Sale Deed.

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11. MISCELLANEOUS:

This Sale Deed shall be governed by and construed in accordance with laws of India. The courts in Bangalore shall have exclusive jurisdiction in respect of all matters arising out of or relating to this Sale Deed.

SCHEDULE PROPERTY

All that piece and parcel of residentially converted undeveloped land bearing Survey No. 99/3 measuring 21 Guntas vide Conversion Order No.ALN(D)SR 06/2008-09 dated 24.10.2008 issued by Deputy Commissioner Bangalore Rural District, situated at Devanahalli Village, Kasaba Hobli, Devanahalli Taluk, Bangalore Rural District and bounded on the:

East By :	Land in Sy.No 100 of Devanahalli Village;
West By :	Land in Sy.No.99/7 of Devanahalli Village;
North By :	Land in Sy.No.99/6 and Sy.No.84/3B of Devanahalli Village;
South By :	Land in Sy.No.98/2 of Devanahalli Village

Market Value of the Schedule Property is Rs.3,29,18,000/- (Rupees Three Crore Twenty Nine Lakhs Eighteen Thousand Only) on which the Purchaser has paid the Stamp duty and Registration Charges.

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IN WITNESS WHEREOF, the Parties have executed this Sale Deed on the date and the year first hereinabove written.

For COPPERS COIN REALTY PVT LTD.

Authorised Signatory

VENDOR

For REYNOLD SHIRTING LTD.

CONFIRMING PARTY

Authorised Signatory

For Jaganmata Property Developers Private Limited

PURCHASER

Director

Witnesses:

1. (GANESHA)
NO-130/1, Ulsoor Road
Bangalore- 560042

2. (DEVARAJ. T.K)
130/1, Ulsoor Road
Bangalore – 42.

Drafted by:

Advocate
Bangalore.