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## **DEED OF SALE**

DATE: 30.11.2015

GUIDE LINE VALUE: RS.23,000/-

**TRANSACTION VALUE: RS.23,000/-**

SELLER: Mr. Samsu Abdulkadar

PURCHASER: M/s. Deligentia Energy and Infrastructures

Pvt. Ltd.,

**SURVEY No.: 5/1,** 

AREA SOLD: 91 Cents

VILLAGE: Melkallikulam,

TALUK: Thiruchuli,

DISTRICT: Viruthunagar,

STATE: TAMIL NADU

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### SALE DEED

**THIS Sale Deed** made at Thiruchuli, Viruthunagar District on this 30<sup>th</sup> day of November, Year Two Thousand and Fifteen by

**Dr.Samsu Abdulkadhar** (DL. NO. TN 67 20120008857 DT. 26.10.2012), Son of Mr.Latheef.A, Doctor by profession, Indian Citizen, by Faith – Muslim, presently residing at Door.33, Muslim East Street, Aruppukottai, Viruthunagar-626001. (hereinafter referred to as "**SELLER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include his legal heirs, executors, administrators, representatives, successors, and assignees) of the **ONE PART.** 

#### and

M/s. Deligentia Energy and Infrastructures Pvt. Ltd., represented through its Authorised Signatory K.N.Janardhanan, Son of K. Nagan, vide Board Resolution dated 15.10.2015, a company incorporated under the Companies Act, 1956 and having PAN NO. AADCD350ID and its registered office at 616A, (16A, Sixteen Floor), Devika Tower, Nehru Place, New Delhi-110 019 (hereinafter referred to as "PURCHASER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its respective executors, administrators, representatives and assignees) of the OTHER PART

The Seller and the Purchaser are hereinafter referred to collectively as 'Parties' and individually as 'Party'.

## RECITAL:

Whereas the property concerned is assigned to the Seller by way of the proceedings of the Special Tahsildar (Assignment),

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Aruppukottai dated 19.12.1971 bearing D.R.No.441/81 and he is in peace full possession and enjoyment of the said property by mutating the revenue records in his name.

The Seller is the absolute legal owner and lawfully possessed with right, title and interest over the said property free from all encumbrances or otherwise well and sufficiently entitled to all that piece and parcel of Dry Agricultural Land admeasuring about 91 Cents only in the southern side of the larger extent of 2.67 acres in Survey No.5/1 under Patta No.14 (more particularly described in **Schedule** ) lying and being at Viilage: Melkallikulam, Taluka: Kariyapatti, District: Viruthunagar and Registration Sub-District: Thiruchuli, Tamil Nadu (hereinafter referred to as the **'Schedule Land'**)

And Whereas The Purchaser engaged in the business of setting up and operating Solar Power Plant being desirous of acquiring Schedule Land. The Purchaser who was looking for such a property for its business purposes, came to know the intention of the Seller and approached the Seller for the same and the Purchaser accepted the above said price which is considered as present value of the Scheduled Land, Which is free from all encumbrances, charges whatsoever.

And Whereas In furtherance of aforesaid, the Purchaser being desirous of purchasing the Schedule Land from the Seller and the Seller being desirous of selling, transferring and assigning unto the Purchaser for the total consideration of Rs. 23,000/-(Rupees Twenty three thousand Only) vide demand draft No 977087, drawn on State Bank of India K.K. Nagar, Madurai, payable at SBI Aruppukottai dated 30.11.2015, the receipt whereof is being acknowledged by the seller (hereinafter referred to as the "Sale Consideration"). The Purchaser has

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agreed to purchase and acquire from the Seller, all the rights, title and interest of the Seller in respect of the Schedule Land for the Sale Consideration.

# NOW THIS SALE DEED WITNESSETH AS FOLLOWS:

The Recital mentioned hereinabove shall constitute an integral and operative part of this Sale Deed.

- The Seller hereby sell, convey, transfer and assign the Schedule Land absolutely to the Purchaser, and the Purchaser hereby purchases and acquires from the Sellers, with the right of survivorship, rights of easement and appurtenances attached thereto TO HOLD and POSSESS the same unto and use and enjoy the same as absolute owner all that the Seller's right, title and interest in the Schedule Land comprising of all that piece and parcel of Schedule Land admeasuring about 91 Cents only in the southern side of the larger extent of 2.67 acres in Survey No.5/1 under Patta No.14 (more particularly described in Schedule lying and being at Village: Melkallikulam, Taluka: Kariyapatti, Viruthunagar and Registration Sub-District: Thiruchuli, Tamil Nadu , free from all encumbrances or lien whatsoever, at or for the Sale Consideration of Rs. 23,000/-(Rupees Twenty three thousand Only)
- 2. NOW THIS DEED WITNESSETH that pursuant to the agreement between the Parties and in consideration of the sum of Rs. 22,200/- (Rupees Twenty two thousand two hundred Only) duly paid by the Purchaser before the registrar at the time of registration being the full and final consideration payable by the Purchaser to the Seller (the payment and receipt whereof the Seller by putting signatures/ thumb marks in this deed do and the Seller doth hereby admit and acknowledge of and from the same and

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every part thereof and doth hereby acquit, release and discharge the Purchaser forever) the Seller doth hereby grant, sell, convey, transfer, assign and assure unto the Purchaser absolutely and forever the Schedule Land more particularly described in the Schedule hereunder written together with the compounds, courtyards, areas, ways, paths, passages, sewers, trees, plants, lights, liberties, easements, profits, privileges, advantages, rights, members and appurtenances whatsoever to the said land belonging or in anywise appertaining to or with the same or any part thereof now or at any time hereafter usually held, used, occupied or enjoyed or reputed or known as part or member thereof or to be appurtenant thereto AND ALSO together with all the deeds documents, writings, vouchers and other evidences, of title relating to the Schedule Land or any part thereof AND ALL the estate, right, title, interest, use, inheritance, land, possession, benefit, claim and demand whatsoever both at law and in equity of the Seller out of or upon the Schedule Land hereby conveyed or any part thereof TO HAVE AND TO HOLD the Schedule Land or any part thereof hereby sold and conveyed with his rights and appurtenances UNTO AND TO THE USE AND BENEFIT of the Purchaser absolutely and forever AND the Seller covenant with the Purchaser that NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Seller or any person or persons lawfully or equitably claiming by, from, through, under or in trust for it made, done, committed, omitted or executed or knowingly or willingly suffered to the contrary the Seller now have in itself good right, full power and absolute authority to sell, convey and transfer the Schedule Land hereby sold, conveyed and transferred or intended so to be unto and to the use of the Purchaser in the manner aforesaid AND THAT the Purchaser shall hold, occupy, possess and enjoy the

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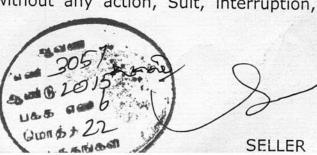
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Schedule Land and receive the issues and profits thereof and/or every part thereof to and for his own use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the Seller or any person or persons lawfully or equitably claiming by, from, under or in trust for them AND THAT free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Seller well and sufficiently saved, defended and kept harmless and indemnified of, from and against all former and other estates, titles, charges and encumbrances whatsoever either already or hereafter had, made, executed, occasioned or suffered by the Seller or any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for it AND FURTHER that the Seller or any person or persons having or lawfully and equitably claiming any estate, right, title or interest at law or in equity whatsoever in the Schedule Land or any part thereof from, under or in trust for the Seller or its executors, administrators and assigns 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 acts, deeds, things, conveyances and assurances in law whatsoever for the better and more perfectly granting and assuring the Schedule Land hereby conveyed unto and to the use of the Purchaser in the manner aforesaid as by the Purchaser or his counsel in law shall be reasonably required.

The Seller have on the execution of these presents, handed over to the Purchaser quiet, vacant and peaceful possession of the Schedule Land as the owner thereof, and the Seller confirm that on and from the date hereof the Purchaser alone shall be entitled to use, occupy, possess and enjoy the Schedule Land without any action, Suit, interruption,

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- 4. That if any person claims through the Seller any rights or privileges in respect of the said properties, it shall be rendered illegal and void by virtue of the present Sale deed and if the purchaser is deprived of the said property or any part thereof or any proprietary right therein by reasons of any defect in the title, the Seller undertakes to indemnify the purchaser to the extent of such loss or losses as the case may be from other movable and immovable property of the Seller wherever found in existence at that time at their own risks and cost.
- 5. That the Seller represents, warrants and undertakes that no easement right/ right of way has been granted by the Seller or any authority/ tribunal / court etc. to any person from within the boundaries of the Schedule Land.
- 6. The Seller hereby states, represents, declares, confirms, warrants covenant and undertakes that:
  - The Seller is the absolute owner and in possession of the Schedule Land until execution and registration of these presents;
  - The Seller has good right, full power and absolute authority to sell and transfer the Schedule Land to the Purchaser as contemplated herein;
  - c. That apart from the Seller, there is no other person interested in the Schedule Land or portions thereof and the Seller shall indemnify and keep the Purchaser indemnified from or against any losses, costs including but not limited to legal cost, cost of possession or dispossession etc. which the Purchaser may suffer

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consequent to the breach of any terms of this Sale Deed;

- The Seller confirms that he is not prohibited/ d. disqualified to execute the Sale Deed by virtue of any laws including local laws in the state of Tamil Nadu;
- The Seller has not created any share, right, title, e. interest, charge or encumbrance whatsoever in respect of the Schedule Land or any part thereof whether by way of sale, exchange, mortgage, tenancy, lease, lien, gift, trust, possession, or otherwise howsoever in favour of any person or persons;
- f. The Schedule Land is neither Inam Land nor Porumbuke Land;
- The Schedule Land is not subject to any lis-pendens or g. attachment either before or after judgment or any other impediment of like nature;
- No notice of acquisition or requisition has been h. received in respect of the Schedule Land;
- There is no tenancy claims with respect to the Schedule Land and that no order has been passed to that effect by any court of law;
- Schedule Land is free from all encumbrances, court attachments, bonds, guarantees, litigations and/ or other charges and that the Seller is not restrained from any court of law or authorities from alienating the same in any manner whatsoever.
- There is no action, suit or proceeding against the k. Seller pending before any court of Law or before any tribunal, judicial, quasi judicial or administrative authority, of any nature which might affect the Seller's ability to perform his obligations hereunder and any liability, cost and expenses arising out of any such

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