

ABSOLUTE SALE DEED

SITE NO : 20

This Deed of Sale of the Scheduled property is made on this **27th** day of June, Two Thousand and Twenty Two (**27-06-2022**) by ---

Sri. SHIVSHANKAR GANGADHAR DUDHALE ALIAS SHIVSHANKAR DUDHALE, S/o.Sri.Gangadhar Dudhale, (**PAN No.AISPD6976G, AADHAAR No. 3494 9796 2818**) aged about 54 years, residing at No. 44/A/404, "Ameesh CHS", Near Tilak Nagar Police Station, Chemburu, Tilak Nagar, Mumbai-400089 Hereinafter called as the **VENDOR**.

AND

SRI. NAVEEN KUMAR R S/o. Rajanna.V (**PAN No. AJVPR2989R, AADHAAR No. 6409 3497 8143**) aged about 38 years, residing at "Sree Lakshmi Venkateshwara Nilaya", Ward 10, 1st Cross, 2nd Stage, Kitturu Rani Channamma Road, Jayanagara, Near Vishal Mart, Hassan-573201. Hereinafter called the **PURCHASER**.

WHEREAS, M/s. Janani Developers and Builders represented by its Partners Sri.B.K.Bharath Kumar Jain, Sri.Dilip Jain, Sri. Deepak Kumar.B, Sri.Jeethendra Kumar Ranka, Sri.M. Gouthamchand and Sri.Shivshankar Gangadhar Dudhale, alias Shivshankar Dudhale, the VENDOR herein acquired alienated land bearing survey no.65/1 measuring 2 Acres 20 Guntas and survey no.65/2 measuring 1 Acre 22 Guntas totally measuring 4 Acres 2 Guntas, situated at Kergalli Village, Jayapura Hobli, Mysuru Taluk which is more fully described in the schedule part from ENSO Realtors Private Limited represented by its Director Sri.Surendra Das under registered sale deed dated 13-02-2017 and the said sale deed has been registered in Office of the Sub-registrar Mysuru West, Mysuru as document No. MYW-1-09143-2016-17 of Book I stored at CD No. MYWD 79 dated 13-02-2017.

WHEREAS, the Vendor along with M/s. Janani Developers and Builders represented by its Partners Sri.B.K.Bharath Kumar Jain, Sri.Dilip Jain, Sri. Deepak Kumar.B, Sri.Jeethendra Kumar Ranka, Sri.M. Gouthamchand have obtained sanction for approval of layout plan in the meeting heldby MUDA on

20.11.2018 under resolution No. MY.NA.PRA.SABHE: 02/2018-19 at subject No. 95 dated 24-11-2018. That being the owner in

possession of the aforesaid land a Registered Partition Deed dated 29-08-2019 by and between M/s.Janani Developers and Builders represented by its Partners Sri.B.K.Bharath Kumar Jain, Sri.Dilip Jain, Sri.Deepak Kumar.B, Sri.Jeethendra Kumar Ranka, Sri.M. Gouthamchand and Sri Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale and the same have been duly registered as document No. MYW-1-05548-2019-20 of Book-1 stored at C.D.No. MYWD 284 registered in the office of the Sub Registrar, Mysuru West, Mysuru. That in the said Partition Deed the alienated land bearing survey no.65/1 measuring 2 Acres 20 Guntas and survey no.65/2 measuring 1 Acre 22 Guntas totally measuring 4 Acres 2 Guntas, situated at Kergalli Village, Jayapura Hobli, Mysuru Taluk has been allotted to the share of Sri Shivshankar Gangadhar Dudhale Alias Shivshankar Dudhale and the said VENDOR Sri Shivshankar Gangadhar Dudhale alias Shivshankar Dhudale become the absolute owner of the schedule property.

WHEREAS,Sri.Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale relinquished his right over the space left for road, park and other common amenities in favor of Governor, Government of Karnataka represented by Commissioner, MUDA, Mysuru by executing relinquishment deed, which is registered before Additional District Registrar, MUDA, Mysuru and registered as document no. MDA-1-00870-2019-20 of Book I stored at C.D.no.MDAD-226 dated 03-10-2019. Sri.Shivshankar Gangadhar Dudhale alias Shivshankar Dhudale obtained approved layout plan by the Town Planning Authority of MUDA, Mysuru vide order no. MY.NA.PRA/NA. YO/V.NA/30/2021-22 dated 09-09-2021 for formation of the residential sites on the above land and the MUDA Authorities have also released sites vide its letters bearing No. MY.NA.PRA/NA.YO/V.NA/30/ 2021-22 dated 09-09-2021 and issued Correct Dimension Report on 09-09-2021. The schedule property is one such site released by MUDA authorities.

And the khata of the schedule property bearing Site No. 20 registered in favour of the vendor Sri. Shivashankar Gangadhar Dudhale by Mysore Urban Development Authority on 13-09-2021 vide No. 343/2021/S4-42084/21-22 and paid tax to the concerned authorities and the vendor paid upto date site tax to the concerned authorities.

Whereas both parties have broadly negotiated the terms and conditions of this sale transaction and both parties desire to reduce their terms of understanding in this regard into writing and hence this deed to sell.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING
WITNESSETH AS UNDER:**

1. The Vendor has offered to sell the Schedule Property to the Purchaser and the purchaser has accepted the said offer and has agreed and come forward to purchase the Schedule Property, free from encumbrances of whatsoever nature subject to terms and conditions hereinafter appearing.
2. It was mutually agreed that the sale consideration paid by the purchaser for absolute sale of the Schedule Property, is **Rs.38,50,000/- (Rupees Thirty Eight Lakh Fifty Thousand Only)** free from encumbrances of whatsoever nature, in the following manner
 - a. The Purchaser has paid an advance amount of Sale Consideration of **Rs.5,91,700/- (Rupees Five Lakh Ninety One Thousand Seven Hundred Only)** by way of Cheque No. **396531** dated **25-10-2019** drawn on Axis Bank, B.M.Road, Hassan Branch, Hassan.

- b. The purchaser has availed a loan facility of **Rs. 28,78,300/- (Rupees Twenty Eight Lakh Seventy Eight Thousand Three Hundred Only)** by way of Cheque/DD bearing No. **347500** dated **20-06-2022** drawn on ICICI Bank, Mysore and Vendor acknowledges receipt of the entire sale consideration as mentioned above
- c. A sum of **Rs. 3,80,000/- (Rupees Three Lakh Eighty thousand Only)** by way of Cheque No. **191584** dated **25-10-2019** drawn on Corporation Bank, Gorur Branch, Hassan the vendor acknowledges receipt of the advance of sale consideration as mentioned above and the Vendor acknowledges receipt of the entire sale consideration as mentioned above.
3. The Vendor has today delivered vacant peaceful possession of the Schedule Property, free from any kind of attachments and encumbrances to the Purchaser herein.
4. The Vendor represents and assures the Purchaser that he has a clear, valid, subsisting, marketable, enforceable title in relation to the schedule property and that there is no legal impediment of whatsoever nature, for absolute sale of the Schedule Property in favour of the Purchaser herein. The Vendor has absolute right and power of alienation and disposal over the Schedule Property.
5. The Vendor represents and assures the Purchaser that the schedule property, is the absolute, exclusive property of the Vendor herein, acquired in the manner detailed above and that no other person/s, family, heir/s, has/have any manner of claim, right, title or interest over the same.

6. The Vendor represents and assures the Purchaser that the Schedule Property is absolutely free from encumbrances of whatsoever nature, such as Court attachment, minor's claim, maintenance claim, charge, lien, impendence, acquisition/ requisition proceedings, quasi-judicial, revenue recovery proceedings/attachments, statutory debts, etc.
7. The Vendor represents and assures the Purchaser that in regard to the Schedule Property, up to date property taxes have been paid to MUDA and the Vendor undertakes to indemnify the Purchaser against any such payment or expense.
8. The Vendor represents and assures the Purchaser that in regard to the Schedule Property, Khata has been transferred and registered in the name of the Vendor herein and that subsequent to the execution of this Sale Deed, the vendor has no objection for the Purchaser to get the Khata transferred to his name in the revenue records.
9. The Vendor represents and assures the Purchaser that he has not entered into any kind of agreement to convey the scheduled property in favour of any other person other than the purchaser herein.
10. The Vendor has no objection for the said transfer of Khata, apart from transfer of Electricity and water Meters, if any in the name of the Purchaser herein.
11. The Vendor has today delivered the xerox copies of the mother deeds pertaining to the larger composite property and original documents of title and other related revenue records pertaining to the schedule property to the Purchaser and the Purchaser acknowledges receipt of the same.

12. The Vendor undertakes to indemnify the Purchaser against any loss, expense, damage, the Purchaser may incur/suffer either on account of defect in title or arising from the claim of the third parties, if any.
13. The Vendor represents and assures the Purchaser that he has not entered into any agreement for sale or for encumbering the Schedule Property, in any manner whatsoever and in this regard assures the Purchaser that the Schedule Property is absolutely free from encumbrances of whatsoever nature.
14. The Purchaser, upon execution of this Sale Deed is entitled to quietly, peacefully, hold, possess, enjoy and exploit the Schedule Property, in any manner the Purchaser deems fit and proper, without any let, hindrance or interference either from the Vendor or anyone claiming under the Vendor.
15. The expenses of stamp duty and registration of this Sale Deed is borne by the Purchaser herein exclusively.

SCHEDULE OF THE PROPERTY

All the piece and parcel of residential **Site No. 20** formed in carved out of residentially converted land bearing Survey no.65/1 measuring 2 Acres 20 Guntas and Survey no.65/2 measuring 1 Acre 22 Guntas totally measuring 4 Acres 2 Guntas, situated at Kergalli Village, Jayapura Hobli, Mysuru Taluk and bounded on :

East by	:	Site No. 19
Westby	:	9.00 Mtrs Road
North by	:	9.00 Mtrs Road
South by	:	Private Land

Measurement: East to West : **(12.00+12.10)/2 Meters**, North to South : **16.76 Meters** totally measuring **201.96 Square Meters** of Vacant Site.

This Deed of Sale is prepared on information and documents provided by the parties and both the parties have read and understood the contents of the sale deed.

In witness whereof, the Vendor has executed this deed of absolute sale in favour of the purchaser on the day, month and the year first herein before written.

WITNESSES:-

1.

**(SHIVSHANKAR GANGADHAR DUDHALE
ALIAS SHIVSHANKAR DUDHALE)
VENDOR**

2.

**(SRI. NAVEEN KUMAR R)
PURCHASER**