**ABSOLUTE SALE DEED**

THIS DEED OF ABSOLUTE SALE made and executed on this 23rd day of the month of October and the year Two Thousand and Twenty **(23-10-2020)** Between:

**Sri. V. Srinivasa Babu,**

S/o. Late V. R.Venkataram,

aged about 58 years,

Residing at Door No. 905/140,

4th Main, 4th Cross,

Vidyaranyapuram,,

Mysuru -570 008

**(PAN No. AIZPV5230C)**

Hereinafter called the **“Vendor/First Party”**

**IN FAVOUR OF:**

**Sri. Akshay K Hebbal**,

S/o Sri .H. R. Krishnegowda,

Aged about 33 years,

residing at No.MIG 128, 2nd Main,

5th Cross, I Block, Ramakrishnanagar,

Mysuru – 570 022

**(PAN No. ACMPH5533M)**

Represented by his General Power of Attorney Holder his Mother **Smt. K. R. VasanthaKumari**, W/o Sri. H. R. Krishnegowda, residing at No. MIG 128, 2nd Main, 5th Cross, I Block, Ramakrishnanagar, Mysuru – 570 022,

hereinafter called the **“PURCHASER”** (The General Power of Attorney is duly Notarised and entered in the NOTARY REGISTER at Sl. No. 112 Vol. No. 01 Page No. 29 dated 30.11.2019)

Hereinafter called the **PURCHASER/SECOND PARTY.**

The expression of the term **“Vendor/First Party”** and “Purchaser /Second Party” shall mean and include their respective heirs, successors in interest, assigns, transferee, power of attorney holders, executors, administrators and etc.

Whereas, The GOVT. EMPLOYEE’S HOUSE BUILDING CO-OPERATIVE SOCIETY LTD., MYORE, Sahakar Bhavan, Sahakar Sankirana, 1st Floor, Chamaraja Double Road, Mysore-570 004 Registerd as per Karnataka co-operative Society Law vide Registration No.A.R.41/M.K.T/10445/84-85 dated 24.01.1985, in the interest of its members and for forming of layout for distributing the sites to its members as per existing Rules and Regulations, after entering into agreement with the owners for purchase of land at yadahalli village, Jayapura Hobli, Mysore Taluk bearing Survey No. 38/1 and others totaling 50.21 acres of land for residential purpose sought permission for purchase of land in the name of the society under Karnataka land Reforms Act under section 109 and the Government Permitted for purchase of 50.21 acres of land vide Mysore D.C letter No. L.R. F/S.P.L/35/2007-08 dated 19.03.2009.

The said land was purchased through Managing partner Sri Veerappa, Adithya Buliders and Devlopers with whom the Society had made an agreement on turnkey basis for developing society sites. After obtaining permission under Karnataka Land Reforms Act section 109 the said 50.21 acres of Land was registered

vide sale deed at the office of the Sub-Registrar North Mysuru on 08.07.2009 vide document No. MYN- 1-04193/2009-10 stored in C.D. No. MYND-202 of Book 1.

Thereafter in respect of Survey No. 57/2 and others measuring 4.32 acres situated at Yadahalli village, Jayapura Hobli, Mysore Taluk after land conversion the land was registered vide sale deed at the office of the Sub-Registrar Mysuru North on 01.06.12 vide document No. MYN-1-06259/2012-13 stored in C.D.No.MYND-324 of Book 1.

In respect of Survey No. 38/2 and others 0.24 acres situated at Yadahalli Village has been regularized by conversion into residential purpose vide Mysore D.C. letter No.A.L.N(3) CR110/2011-12 dated 26.07.2012.

After purchase of 55.37 acres of land from various land owners as detailed above permission was sought for conversion of 50.21 acres of land from Agriculture land to residential purpose on 28.03.2007 as per Government order No. £À.C.E.213 ªÉÄÊ.C.¥Áæ. 2006 Vide letter dated 16.11.2011. Based on the report given by the Tahsildhar, Mysore Taluk vide letter No.A.L.N.C.R 202/2011-12 dated 15.12.2011, the D.C. ordered for payment of conversion Fee of Rs. 16,51.344/- and Phodi fee of Rs. 1210/-. The said fee was remitted on 18.01.12 vide Challan No. 971 and 965. The D.C. ordered for conversion of 55.21 acres of land for residential purpose vide letter no. A.L.N.(3)110/2011-12 dated 21.01.2012. The society submitted an application to Mysore Urban Development Authority for approval of residential lay out plan and approval was obtained vide

no.ªÉÄÊ.£À.¥Áæ.£À.AiÉÆÃ ¸À¨sÉ/«.£À.C/2012-13 dated 08.02.2013. The Relinquish ment deed was obtained for handing over reserved place for park, CA site and Road and was handed over to Mysore Urban Development Authority Mysore vide document No. MDA- 1-00756/2013-14 stored in C.D.No.MDAD-47 dated 20.06.2013 of

Additional District Registrar office of Mysore Urban Development Authority. The Mysore Urban Development Authority approval was obtained for Residential Layout plan vide ªÉÄÊ.£À.¥Áæ.£À.AiÉÆÃ ªÀ.«.C/62/2013-14 dated 04.07.2013 and the layout is named as “VishakaNagara”. The schedule site khatha has been mutated in the name of the Society vide ªÉÄÊ.£À.¥Áæ/khatha-11594/16-17 dated 23.12.16.

Sri V.Srinivasa Babu the Vendor/first party submitted request to the Society for allotment of site and the GOVT. EMPLOYEE’S HOUSE BUILDING CO-OPERATIVE SOCIETY LTD., MYSURU, allotted Site No. **392** measuring **East to West : 12.00 Meters , North to South : 18.00 meters totally measuring 216.00 Sq.Mtrs** in “**VishakaNagara” (Yadahalli)** .

Whereas, the schedule property having been allotted to the Vendor Sri. V. Srinivasa babu. from GOVT.EMPLOYEE’S HOUSE BUILDING CO-OPERATIVE SOCIETY LTD., MYORE, on 15-09-2020 and registered a Sale Deed represented by the Secretary of the Society via Sale Deed vide document No. MYW-1-04553-2020-21 of Book 1 stored at CD No. MYWD 537 at the the sub registrar Mysore west Mysore. And the vendor has got Possession Certificate from society on 22-09-2020. After that the vendor registered a khatha at Mysore

Urban development authority (MUDA) vide no. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-37438/20-21 dated 16-10-2020 and paid upto date tax to the concerned authority.

The GOVT.EMPLOYEE’S HOUSE BUILDING CO-OPERATIVE SOCIETY LTD., MYORE, has issued No Objection Certificate **(NOC)** dated 22-10-2020 to the Vendor indicating that the Society has no objection Vendor to sell/encumber the property

Thus the Vendor herein having acquired absolute right, title and interest over the Schedule property is vested with the absolute and independent title to sell the same.

Whereas, the purchaser are desirous of purchasing the Schedule property have approached the Vendor, and the Vendor having acquired absolute right, title and interest over the Schedule property in the manner as stated above has agreed to sell the same for his family and legal necessity on such terms and conditions mentioned herein after:

**:NOW THIS DEED OF SALE WITNESSETH AS HEREUNDER:**

That in consideration of the sum of **Rs.13,00,000/-(Rupees Thirteen Lakhs only)** paid by the purchaser to the Vendor in the following manner:

1. A sum of **Rs.2,00,000/-(Rupees Two Lakhs Only)** by way of Cash.
2. A sum of **Rs.11,00,000/-(Rupees Eleven Lakhs only)** paid through **RTGS** from HDFC Bank on 23.10.2020 to Vendor SB account number 54005853317 at State Bank of India Visweswarnagar Branch Mysuru vide RTGS reference UTR No. **HDFCR52020102353824590** dated 23-10-2020.

Thus, the Vendor hereby has acknowledged for having received entire sale consideration in the manner as stated above.

The Vendor in consideration of the same do hereby convey and transfer the Schedule Property by way of sale unto the Purchaser, to have, to hold and to possess the same as absolute owner thereof in perpetuity, without any claim either from the Vendor or anybody claiming through or under him.

The Vendor today has delivered the vacant possession of the Schedule Property to the Purchaser and the Purchaser shall possess the same without any claim or interference of whatsoever nature either from the Vendor or his heirs, successor in interest, agents, legal representatives etc.

The Vendor has paid all the tax and other cess to the concerned authority up to the date of sale, however, if any tax or other cess found to be due prior to the date of sale, the Vendor shall discharge the same.

The Vendor hereby covenants that the Schedule Property is free from all charges and encumbrances of whatsoever nature up to the date of sale. However, if any mortgage, charge, or encumbrance of any nature whatsoever is found to be subsisting over the Schedule Property, prior to the date of sale, the Vendor shall discharge the same at his cost and expenses and further shall indemnify the Purchaser for any loss or other damages sustained by them or anybody acting or claiming under them, for that reason.

The Vendor further hereby covenant to the Purchaser, their heirs, agents, successor in interest or anybody acting or claiming under him, to always keep them indemnified against the damages or other loss that may be occasioned to them by reason of want or defect in the title of the Vendor over the Schedule Property.

The Vendor has today have delivered all the Original documents of title and revenue documents pertaining to the Schedule Property to the Purchasers.

**SCHEDULE OF PROPERTY**

All that is part and parcel of the vacant site bearing No.**392** measuring **East to West : 12.00 meters, North to South : 18.00 meters in all measuring 216.00 Square Meters** situated at **“VISHAKHANAGARA”** the layout formed by GOVT. EMPLOYEE’S HOUSE BUILDING CO-OPERATIVE SOCIETY LTD., MYSORE in survey no.38/1,38/2,48/2, 53, 54/2, 55/1, 55/2, 55/3, 56, 57/1, 57/2, 57/3, 57/4, 57/5, 58/1, 58/2, 58/3, 58/4, 58/5, 58/6, 59/1, 59/2, 59/3, 59/4, and 59/5 totally measuring 55.37 acres of land situated at Yadahalli Village, Jayapura Hobli, Mysore Taluk and the property bounded on:

East - Property bearing No. 393

West - Property bearing No. 391

North - 9.00 meter Road

South - Property bearing Sy. No. 37

**In witness whereof** the parties to this deed have affixed their signatures to this agreement after understanding the contents on the day mentioned above, in the presence of the attesting witnesses.

**Witnesses**:

**FIRST PARTY/VENDOR**

(V. Srinivasa Babu)

**SECOND PARTY/PURCHASER**

(Smt. K. R. VasanthaKumari

Being the G.P.A Holder of

Sri Akshay K Hebbal)