**ABSOLUTE SALE DEED**

This Indenture of Sale is made and executed this the 17th Day of June 2021 at Mysore **(17-06-2021),**

BETWEEN

**1.Mr.K.R.Udaya Kumar,** S/o. K.V.Ramaswamy, aged about 47 years, Residing at No.1036/20, 4th Main, Vidyaranyapura, Fort Mohalla, Mysore.

**2.Mr.B.S.Lakshminarayana Gupta,** S/o.B.S.SeetharamaSetty, aged about 88 years, Residing at No.16, SeetharamaNivas, Krishna Vilas Road, DevarajaMohalla, Mysore.

**3.Mr.Shivakumar,** S/o.Venkatachala, aged about 43 years, Residing at No:1111, JLB Road, Fort Mohalla, Mysore.

Represented by their GPA Holder

**Mr.AJIT THANDUR,** S/o T.R. Thandur, aged about 60 years Residing at : No.500/4, PB5, Lucern Garden, Kurbarahalli, Chamappaji Road, Post Box.No.30,

Ittigegudu Post, Mysuru – 570 010.

**Hereinafter called “the Vendors”**

AND

**Mr.Ajit Thandur,** S/o T.R. Thandur, aged about 60 years, Residing at : No.500/4, PB5, Lucern Garden, Kurbarahalli, Chamappaji Road, Post Box.No.30, Ittigegudu Post, Mysuru – 570 010. (PAN.No: AAGPT 5080M, AADHAAR No. 8816 1242 7958)

**Hereinafter called “the Developer”**

### TO AND IN FAVOUR OF

**SRI. DHANANJAYA,** (PAN.No: ALFPD7101D, AADHAAR No. 5005 2666 2236) S/oLate. Devegowda. S. K,aged about 62 years, Residing at No. 301, Siri 4th Block, Ramaswamy Layout, Devirammanahalli, Nanjangud, Mysuru-571 301. Hereinafter called **“the Purchaser”**

The terms and expressions “Vendors”, “Purchaser” and “Developer”shall mean and include their respective heirs, executors, representatives, administrators, nominees, assigns.

**Whereas** the Seller is the Developer of the Lands in Sy. Nos. 216 & 217 of Dadadahalli Village, Jayapura Hobli, Mysore Taluk extending over 19 Acres 21 Guntas, wherein a layout comprising of residential sites has been formed. From out of the share of the Developer, allotted to him under the Joint Development Agreement, Supplementary Agreement and other registered documents executed in his favour by the Land Owners, an **Corner Site No : 32** in the said Layout called as **“Prakruti Enclave”** belongs to the Seller absolutely and hence this Sale.

**Whereas** the sons of Late Kaveriappa namely, B.K.Nanjappa and B.K. Achappa had purchased the lands admeasuring an extent of 14 acres 21 guntas in Sy.No.217 and 6 Acres 14 guntas in Sy.No.216 of Dadadahalli Village, JayapuriHobli, Mysore Taluk

fromShashikala Ramesh under a registered sale deed dated 19.12.1977. [Regn.No. 974/77-78].

**Whereas** the said B.K.Nanjappa and B.K.Achappa sold the said lands in Sy.Nos. 216 and 217 in favour of one Padmaja Nair under a registered sale deed dated 24.4.1980. [Regn.No. 143/1980-81]. The said Padmaja Nair sold the lands so purchased in Sy.No.216,217 in favour of Dhanapal and Mukundan both being the sons of L.Rangaiah under a registered sale deed dated 13.11.1986. [Regn.No. 992/86-87]. The katha was transferred in the joint names of Dhanpal and Mukundan vide M.R.No.2/87-88 Katha

No.139. Being the absolute owners of the said lands in Sy.Nos. 216 and 217, they were exercising all acts of ownership. They were paying taxes to the concerned authorities.

Whereas on 8.1.2007 M/s. Dhanapal and Mukundan along with the father L. Rangaiah and their other brothers had entered into a registered agreement of sale dated 14.11.2006 with K.R.Udaya Kumar and others. The said agreement was later cancelled under a registered Cancellation Deed dated 23.3.2007. [Regn. No. 30112/2007-08]

Whereas one B.S. Lakshminarayana Gupta S/o. B.S.SeetharamaShetty purchased an extent of 7 Acres of land out of 14 acres 21 guntas in Sy.No.217 from Dhanpal and Mukundan vide registered sale deed dated 8.1.2007. [Regn.No. 25932]. The said property is hereinafter referred as Schedule `A’ property.

Whereas one Shivakumar S/o. Venkatachala purchased the remaining extent of 7 acres 21 guntas (Schedule `B’ property for short) out of 14 acres 21 guntas in Sy.No.217 of Dadadahalli Village, JayapuraHobli, Mysore Taluk from Dhanpal and Mukundan under a Registered sale deed dated 8.1.2007. [Regn.No. 25929]. The revenue records with respect to the schedule A and B property were mutated in the name of Shivakumar and B.S.Lakshminarayana Gupta vide M.R.No.73/06-07 and M.R.No.74/06-07 respectively and the said persons are exercising all acts of ownership over the schedule A and B properties. With respect to the land in Sy.No.216 of Dadadahalli belonging to M/s.

Dhanpal and Mukundan, they executed a registered GPA dated 8.1.2007 [Regn. No. 1805] in favour of R.Kumar S/o. H.L.RamaShettyto the extent of 5 acres.

Whereas the sons of L. Rangaiah, vizDhanpal, Mukundan and others executed absolute sale deed dated 21.2.2007 [Regn. No. 28932] in favour of K.R.Udayakumar S/o. K.V.Ramaswamy with respect to the land and measuring 5 acres out of 6 acres 24 guntas in Sy.No.216 of Dadadahalli, JayapuraHobli, Mysore Taluk (the Schedule “C” Property for short).

Whereas an endorsement dated 28.9.2006 has been issued by the Thasildar, Mysore Taluk stating that there are no tenancy claims with respect to the schedule A to C properties and that no proceedings pending under Karnataka Land Reforms Act

Whereas Sri. AjitThandur [Seller/Developer for short] entered into 3 Nos. registered Joint Development Agreements with each of the Land Owners viz., B.S. Lakshminarayana Gupta, Shivakumar and K.R. Uday Kumar all being dated 28.3.2007 [Regn No. 30680] with respect to the Schedule – A, B & C properties respectively. The Land Owners also executed a registered General Power of Attorney dated 28.3.2007 in favour of the Developer Sri. AjitThandur and Sri.Y.Bayappa Reddy. The registered Joint DevelopmentAgreement and registered General Power of Attorney together constitute an Agency coupled with interest. Pursuant to the above registered documents the Developer obtained the following permission, sanction etc.

1. Change of land use for residential purpose and remittance of necessary fees. [Orders dated 25.9.2007 bearing Nos. UDD 428 & 429 MUDA].
2. Conversion of the land. [Order of Deputy Commissioner, Mysore District dated 11.11.2008 bearing O.M. No. ALN [3] CR 143 / 07-08]
3. Provisional/Conditional approval of layout plan from MUDA vide Resolution No.73/181dated23.3.2010 subject to execution of Relinquishment Deed, surrendering of Roads, Parks, CA etc., and payment of Development charges.
4. Execution of Relinquishment Deed dated 30.12.2010 vide Regn. No. 2728/2010-11 in favour of MUDA surrendering the area occupied by Road, Park, CA etc.
5. Formal approval of Layout Plan by MUDA dated 14.2.2011 bearing No. MUDA TPM 124/2010-11.
6. Release of 60% Sites from Mysore Urban Development Authority vide release order bearing no: MUDA/PB/KB/392/2011-12 dated 25-01-2012.
7. Release of 30% Sites by Mysore Urban Development Authority vide release order bearing no: MUDA/PB/KB/392/2014-15 dated: 25-09-2014.

Whereas in the registered Joint Development Agreement dated 28.3.2007 executed by Sri. Shiva Kumar the extent of land was wrongly mentioned in the Schedule as acres 14 guntas in Sy. No. 217 in place of 7 acres 21 guntas. This was a typographical mistake. The same error had also inadvertently crept into the registered GPA dated 28.3.2007 executed by Shiva Kumar along with the other Land Owners. These defects were rectified under two registered Rectification Deeds both dated 9.8.2011, one relating to the modification of extent in the Principal Joint Development Agreement dated 28.03.2007 [Regn. No. 30686/2011-12] and another relating to rectifying the General Power of Attorney dated 28.03.2007. [Regn. No. MYN-1-2381/2006-07].

Whereas the Land Owners have also executed a Registered Supplementary Agreement dated 09-08-2011 (Regn. No. MYN-1-10006/2011-12) in which the sites sharing ratio between the Development and Land Owners has been modified to the ratio of 46:54 respectively.

Whereas on 08-03-2012 the Landowners executed an amended Supplementary Agreement registered as No. MYN-1-28412/2011-12 in C.D.No.MYND 312. As per the terms of the Amended Supplementary Agreement dated 08-03-2012 an Corner Site No 32 measuring East to West :12.00 Mtr and North to South : (12.00+11.40)/2 Mtr i.e 140.40 Sq.Mtr or 1511.26 Sq.feet in the residential layout called “Prakruti Enclave”, formed in the residentially converted land in Sy Nos. 216 & 217 of Dadadahalli Village, JayapuraHobli, Mysore Taluk, (morefully described in the Schedule hereunder and hereinafter referred to as the Schedule Property for short) has fallen to the share of the Seller/ Developer herein.

Whereas the sites fallen to the share of the Confirming Party (Developer) were mortgaged in favour of Karnataka State Financial Corporation, Mysore prior to the execution of the Amended Supplementary Agreement dated 08-03-2012 to raise Developmental Loan vide Registration No. MYN-1-16594/2011-12 C.D.No. MYNd296 dated 09-11-2011.

Whereas subsequent to the execution of the Amended Supplementary Agreement dated 08-03-2012 since the measurement of some of the sites had changed and also the sites sharing pattern had changed and the sites going to the share of the Confirming Party herein had changed, a Rectification Deed to Mortgage Deed dated 26-03-2013 registered as No. MYW-1-03327/2012-13 in C.D. No. MYWD 6 and a Supplementary Deed of Mortgage Deed dated 26-03-2013 registered as No. MYW-1-03349/2012-13 in C D No. MYWD 6 were executed between the Karnataka State Financial Corporation, the Landowners and the Confirming Party wherein some changed measurements of sites going to the share of the Confirming Party were recorded and also the schedule of the sites mortgaged to the Karnataka State Financial Corporation were amended as per the Amended Supplementary Agreement dated 08-03-2012.

The Schedule Property is released from the Mortagage by the K.S.F.C vide Release Deed No:MYW/1/01416/2015-16, C.D.No:MYWD48 dated:19/05/2015.

Whereas the Purchaser has satisfied himself as to the legal and marketable title, possession and enjoyment of the Seller with respect to the Schedule Property and has come forward to purchase the same for a total sale consideration of **Rs.8,00,000/- ( Rupees Eight Lakh only)**

**NOW THIS INDENTURE OF SALE WITNESSETH AS FOLLOWS :**

1. The Purchaser has paid to the Developer, the entire Sale consideration of **Rs.8,00000/- (Rupees Eight Lakh only),** through by **RTGS** vide **UTR NO**. **CBINR52021032510004574** transfer to the Seller account Dated on **25-03-2021**,

the receipt of which the Confirming party hereby acknowledges. The Vendors do hereby sell, convey, grant, assign, transfer, all that piece and parcel of the Schedule Property to the Purchaser together with all here attachments, rights, ways, privileges, interests, easements and appurtenances thereto.

1. The Purchaser shall have and hold the schedule property hereby granted, transferred, sold conveyed, assigned for use of the Purchaser absolutely and forever free from all encumbrances and the Vendors does hereby for his heirs, children, executors and administrators covenants with the Purchaser that notwithstanding any act, deed, matter or thing the Vendors have done, executed, omitted or knowingly suffered to the contrary the Vendors now has good rightful power and absolute authority to grant, sell, transfer, convey, the

Schedule Property hereby sold, transferred and conveyed unto the use of the Purchasers in manner aforesaid.

1. The Vendors further assure the Purchaser that the Schedule Property is free from all encumbrances and that there is no defect in his title to the Schedule Property hereby conveyed. The Vendors further assure the Purchaser that he has got a good and marketable title over the Schedule Property.
2. The Purchaser shall and may at all times hereafter enjoy the Schedule Property and each and every part thereof without any interruption, claim or demands from or by the Vendors, his children, heirs, executors and administrators or any person or persons lawfully or equitably claiming from, under or in trust for the Vendors.
3. The Vendors hereby assure that it 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 and things for further more perfectly assuring conveyance of title of the said Schedule Property and every part thereof and to the use of the Purchaser in the manner aforesaid as shall or may be reasonably required.
4. The Vendors assure the Purchaser that they have not executed any other deeds or things in respect of the schedule property by way of sale, agreement of sale or otherwise to create any interest in the Schedule Property to any other person or institution or anybody else than the Purchaser herein.
5. The Vendors assure the Purchaser that there are no claims, court attachments, demands, charges, liens, minor claims, acquisition etc., in respect of the Schedule Property. In the event of any claims, court attachments, demands, charges, liens, minor claims, acquisition etc., on the Schedule Property from

any third party the Vendors shall indemnify the Purchaser and make good the loss or defect in title at his own cost and expense.

1. The Vendors have today handed over the physical possession of the Schedule Property and delivered copies/certified copies/originals as applicable of the documents of title pertaining to the Schedule Property to the Purchaser.
2. The Purchaser shall be at full liberty to hold, enjoy and possess the Schedule Property without any let or hindrance whatsoever or from whomsoever claiming through Vendors. The Vendors has no objection for the Purchaser getting the khatha, mutation or any other documents with respect to the Schedule Property transferred in his/her name and he will execute necessary documents in this regard to facilitate such transfer at the cost of the Purchaser.
3. The Vendors hereby declare that apart from him there are no claimants to the Schedule Property and he is the sole and absolute owner of the same and he has absolute right to convey the Schedule Property to the Purchaser.
4. The Vendors assure the Purchaser that all the taxes, cess and other levies and duties up-to-date of sale have been paid and there are no dues in this regard. In the event of the Purchaser being called upon to pay any taxes/cess etc., in prespect of any liability having arisen prior to the date of this sale, whether intimated to the Vendor and / or to his knowledge or not the Vendors undertake

to make such payment of discharge such liability or in the alternative to reimburse the same to the Purchaser.

1. The Vendors further covenant with the Purchaser that in case the Purchaser is deprived of the whole or any part of the Schedule Property hereby sold by reason of any defect found in the title of the Vendors or any encumbrance or any change in the same to which the sale is not subjected, the Vendors shall pay to the Purchaser by way of damages or otherwise the whole of the sale price or such part of it and shall bear the same proportion of the whole or such part of the Schedule Property as the case may be all consequential losses and damages.
2. The Stamp Duty has been paid according to the present guideline value of the Sub Registrar office Mysore West, Mysore as on dated 17-06-2021.

#### **SCHEDULE PROPERTY**

All that piece and parcel of an **Corner Site No 32** of **“PRAKRUTI ENCLAVE”** formed out of Survey. Nos: 216 and 217 of Dadadahalli Village, Jayapura Hobli, measuring **East to West :12.00 Mtr and North to South : (12.00+11.40)/2 Mtr i.e 140.40 Sq.Mtr or 1511.26Sq.feet,** formed out of Survey. Nos: 216 and 217 of Dadadahalli Village, JayapuraHobli, Mysore Taluk out of 19 Acres 21 Guntas, the layout is formed in the interior part of Dadadahalli Village and the same is bounded on the:

EAST BY : Site.No.31.

WEST BY : Road.

NORTH BY : Site.No.33.

SOUTH BY : Road.

**IN WITNESS WHEREOF, THE DEVELOPER HEREIN AND PURCHASER HAVE HEREUNTO SET THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED BEFORE THE FOLLOWING WITNESSES:**

**Witnesses:**

**1**.

AJIT THANDUR  **(GPA Holder For Vendors)**

**2.** AJIT THANDUR

( **Developer )**

SRI. DHANANJAYA  **(Purchaser)**