### SALE DEED SITE NO.53

THIS DEED OF SALE is made and executed on this Twenty-Nineth Day of November, Two Thousand and Twenty-One (29-11-2021) at Mysore, by,

SRI. SHASHANK URS H R., aged about 37 years, S/o. Sri. Raje Urs H C, Residing at No. 382, Vishwapatha Road, Kuvempunagar, Mysuru – 570023., (PAN-ACMPH5604H) (Aadhar No: 7519 3869 5966).,Hereinafter called the “VENDOR” (Which expression unless repugnant to the context shall mean and include her heirs, assignees and legal representatives etc.,) of the FIRST PART:

IN FAVOUR OF

SRI. LAKSHMANA GOWDA C T. aged about 49 years, S/o. Sri. Thammanna Gowda S T, residing at Basaveshwara Nagar, Behind Siddalingeshwara Petrol Bunk, Krishnarajapet (Rural), Krishnarajapete, Mandya District – 571426, (PAN-ADXPL8018M) (Aadhar No: 4505 6745 6557)., Hereinafter called the “PURCHASER” of the other part (Which expression unless repugnant to the context shall mean and include his heirs, assignees and legal representatives etc.,) of the SECOND PART:

**WHEREAS,**

The Vendor is the absolute owner and in absolute possession and enjoyment of the schedule Property **Site No. 53** comprised in the residential layout formed in the alienated land bearing survey No.229/1 an extent of 1 Acres, 240/3A1 an extent of 1 Acre 13 Guntas, 240/3A2 an extent of 25 Guntas, 240/3B an extent of 30 Guntas totally measuring an extent of 3 Acres 28 Guntas and the layout known as **“GREEN WOODS PARK”**situated at Yelwala Village,YelwalaHobli, Mysuru Taluk, Mysuru District, **measuring East to West 12.00 Mtrs, North to South 18.00 Mtrs**, in total measuring **216.00 Sq.Mtrs**.Which is Morefully described in the schedule hereunder and referred to as “SCHEDULE PROPERTY”

1. **THE TITLE TO THE SCHEDULE PROPERTY IS AS FOLLOWS: -**

WHEREAS, basically Smt. Shashi Ashvini Ranjan purchased the land bearing Sy. No. 240/3A1 measuring 1 Acre 15 Guntas situated at Yelwala Village, Yelwala Hobli, Mysore Taluk, and District from Sri. Chikkegowda and others. Sri. Chikkegowda and along with his family members have jointly executed a Registered Sale Deed dated 25-06-1976 in favour of Smt.Shashi Ashvini Ranjan and the same is registered as document No. 194 at pages 26-28, Vol.566 of Book 1, before the Sub Registrar, Mysore, thereby conveying the absolute right and title over the land bearing Sy.No.240/3A1 measuring 1 Acre 15 Guntas. After purchase, the khatha of the said land mutated in the name of Smt. Shashi Ashvini Ranjan through mutation Proceedings bearing M.R. No. 16/76-77. After durasth, land bearing Sy. No.240/3A1 measuring 1 Acre 15 Guntas were assigned new sub numbers and renumbered as Sy. No. 240/3A2 measuring 25 Guntas and Sy. No. 240/3B measuring 30 Guntas.

WHEREAS Smt. Shashi Ashvini Ranjan purchased the land bearing Sy. No. 240/3A1 measuring 1 Acre 13 Guntas situated at Yelwala Village, Yelwala Hobli, Mysore Taluk, and District from Sri. Thomas Kuncheriya Rajakulam through Registered Sale Deed dated26-02-1984 and the same is registered as document No. 1526 at pages 161-169, Vol.678 of Book 1, before the Sub Registrar, Mysore, thereby conveying the absolute right and title over the land bearing Sy.No.240/3A1 measuring 1 Acre 13 Guntas. After purchase, the khatha of the said land mutated in the name of Smt. Shashi Ashvini Ranjan through mutation Proceedings bearing M.R. No. 47/1983-84. After durasth, land bearing Sy. No.240/3A1 measuring 1 Acre 15 Guntas were assigned new sub numbers and renumbered as Sy. No. 240/3A1 measuring 1 Acre 13 Guntas was assigned new sub numbers and renumbered as Sy. No. 240/3A1.

WHEREAS Sri. Ashvini Ranjan purchased the land bearing Sy. No. 229/1 measuring 1 Acre situated at Yelwala Village, Yelwala Hobli, Mysore Taluk, and District from Smt. Jayamma and others. Smt. Jayamma and along with her family have jointly executed a Registered Sale Deed dated 08-08-2006 in favour of Sri. Ashvini Ranjan and the same is registered as document No. MYN-1-13902-2006-07 and CD No. MYND 106 at Book No.1 before the Sub Registrar, Mysore North, Mysore, thereby conveying the absolute right and title over the land bearing Sy.No.229/1 measuring 1 Acre. After purchase, the khatha of the said land mutated in the name of Sri. Ashvini Ranjan through mutation Proceedings bearing M.R. No. 42/2009-10.

WHEREAS Smt. Shashi Ashvini Ranjan and Sri. Ashvini Ranjan are the absolute owners and in uninterrupted possession of all that piece and parcel of land bearing Sy. Nos. 240/3A1, 240/3A2, 240/3B and 229/1 having purchased the same under various registered sale deeds of sale entered into between the First vendors and the original owners of the said lands.

WHEREAS after that Smt. Shashi Ashvini Ranjan and Sri. Ashvini Ranjan have formulated a scheme to develop the lands bearing Sy. Nos. 240/3A1, 240/3A2, 240/3B and 229/1 into a MUDA Approved layout comprising of several sites of different dimensions, with roads for the use and enjoyment of the purchasers of the said sites.

WHEREAS pursuant to the above scheme on the representation and upon payment of the prescribed fees towards conversion and podi charges by Smt. Shashi Ashvini Ranjan, the office of the Deputy Commissioner, Mysore District, Mysore has issued the official Memorandum/Alienation Order dated 10-11-2017 bearing No. A.L.N (1) C.R. 78/2017, thereby permitting change of land use to Smt. Shashi Ashvini Ranjan for lands bearing Sy.No. 240/3A1 measuring 1 Acre 13 Guntas, Sy. No. 240/3A2 measuring 25 Guntas and Sy. No. 240/3B measuring 30 Guntas of Yelwala Village, Yelwala Hobli, Mysore Taluk, and District from non–agricultural purpose (Poultry Farm) to Residential purpose.

Further, on the representation and upon payment of the prescribed fees towards conversion and podi charges by Sri. Ashvini Ranjan, the office of the Deputy Commissioner, Mysore District, Mysore has issued the official Memorandum/Alienation Order dated 17-06-2017 bearing No. MYSDC-ALN1/ALN/77/2017, thereby permitting change of land use to Sri. Ashvini Ranjan for lands bearing Sy.No. 240/3A1 measuring 1 Acre 13 Guntas, Sy. No. 229/1 measuring 1 Acre of Yelwala Village, Yelwala Hobli, Mysore Taluk, and District from agricultural purpose to Residential purpose.

The development of the land bearing Sy. No.229/1 measuring1 Acre land bearing Sy. No.240/3A1 measuring 1 Acre 13 Guntas, Sy. No. 240/3A2 measuring 25 Guntas and Sy. No. 240/3B measuring 30 Guntas totally measuring 3 Acres 28 Guntas is approved by the Mysore Urban Development Authority, Mysuru, within whose jurisdiction the aforesaid property is situated, subject to the condition that the above said authority shall take over the roads formed in the said layout and the same shall also be handed over by Smt. Shashi Ashvini Ranjan and Sri. Ashvini Ranjan have executed a registered deed of Relinquishment dated 02-03-2020 in favour of Governor, Government of Karnataka, represented by Commissioner, Mysore Urban Development Authority (MUDA), Mysuru and the same is registered as document No. MDA-1-01567-2019-20 in CD No. MDAD-315 of Book 1, before the Additional District Registrar, MUDA, Mysuru, thereby relinquishing their right over the public utility spaces such as roads, Parks, C.A. sites etc.

Subsequently, the Mysore Urban Development Authority (MUDA), Mysuru has issued a Letter dated 12-03-2020 to Smt. Shashi Ashvini Ranjan and Sri.Ashvini Ranjan with respect to provisional layout plan from MUDA, Mysuru for formation of the residential sites with respect land bearing Sy.Nos. 229/1, measuring 1 Acre, land bearing Sy.No.240/3A1, Sy.No.240/3B measuring 30 Guntas, totally measuring 3 Acres 28 Guntas.

Further the Mysore Urban Development Authority (MUDA), Mysuru has issued the work Order dated 25-06-2020 in the name of Smt. Shashi Ashvini Ranjan and Sri.Ashvini Ranjan and Sri. Ashvini Ranjan permitting them to execute the works pertaining to the Development of the layout. After formation of the layout, the Mysore Urban Development Authority (MUDA), Mysuru issued final approved layout plan in favour of Smt. Shashi Ashvini Ranjan and Sri.Ashvini Ranjan by releasing 100% of Sites with correct dimension vide order MY.NA.PRA/NA.YO/VI.NA/62/2020-21 dated 25-01-2021.

Whereas, as per the requirement of RERA regulations, both Smt. Shashi Ashvini Ranjan and Mr. Ashvini Ranjan have entered into an MOU dated 25-01-2019 and executed a registered Memorandum of Understanding Agreement which is duly registered as document No. MYW-4-00260-2020-21 recorded in CDNo.MYWD647 of Book-IV in the office the Sub-Registrar, Mysuru West, Mysuru, dated 16.02.2021, stating their joint intention to form a layout in the above-mentioned Survey Numbers which are individually owned.

WHEREAS, the Mysore Urban Development Authority (MUDA), Mysuru has issued the Khatha in respect of the Schedule propertyvide No. MY.NA.PRA/KHATHA-­­­­­­­­­­­­37981dated 30.01.2021 in the name of Smt. Shashi Ashvini Ranjan and Sri. Ashvini Ranjan with respect to the Schedule Property.

The layout under the name “**GREEN WOODS PARK**”formed and developed in the alienated land bearing Survey No’s: 229/1, 240/3A1, 240/3A2 and 240/3B, in total measuring 03 Acres 28 Guntas situated at Yelawala Village, Yelawala Hobli, Mysuru Taluk, and District.

Whereas the schedule Property was purchased by the Vendor Sri. Shashank Urs H R from Smt. Shashi Ashvini Ranjan and Sri. Ashvini Ranjan, bothrepresented by their GPA Holder Sri. Viren Ranjan on 20-07-2021 vide registered Sale Deed No. MYW-1-02849-2021-22 of Book-1 stored at CD No. MYWD741 at the Office of the Sub-Registrar, Mysore West, Mysore.

Subsequently, the khatha of the schedule property has been transferred to the name of the vendor Sri. Shashank Urs H R, by the Mysore Urban Development Authority (MUDA) Mysore vide No. My.Na.Pra/Kha.Va-new-**44048**/2021-22, dated **30-07-2021**.

1. Therefore, the vendor declares that the schedule property is the self-acquired property of the vendor and the vendor is having full right, title and interest in the Schedule property and the vendor is entitled to dispose of the schedule property in any manner the vendor may choose.
2. Therefore, the vendor has offered to sell the schedule property to the purchaser for her family necessities and for a total consideration of **Rs.20,00,000/-(Rupees Twenty Lakh Only)** and the purchaser has accepted the offer of the vendor and agreed to purchase the schedule property for the said consideration.

NOW THIS DEED WITNESSETH AS UNDER:

1. ABSOLUTE SALE:

That the Vendor assured the Purchaser that, he has absolute right to sell the schedule property to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the schedule property to the Purchaser by ‘ABSOLUTE SALE’ together permanently attached thereto or standing thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the schedule property.

1. CONSIDERATION:
   1. That the total consideration for the sale of the schedule Property is Rs.20,00,000/-(Rupees TwentyLakh Only).
   2. That, the Vendor has received a sum of Rs. 4,00,000/- (Rupees Four Lakh only) by way of Funds Transfer from State Bank of India, dated: - 21/10/2021,Mysore.,
   3. And a sum of Rs.16,00,000/- (Rupees SixteenLakh Only) is paid by way of Loan availed by the PURCHASER from HDFC Ltd, by way of Demand Draft bearing No. 469095, drawn on HDFC Bank Ltd, Dated: 26/11/2021, to the VENDOR before undersigned the witnesses.

In the above said manner the Vendor received entire sale consideration of Rs.20,00,000/-(Rupees Twenty Lakh Only)from the Purchaser in full and final settlement.

1. **MARKETABLE TITLE:**

That the Vendor assures the Purchaser that, he has good, subsisting and marketable title in the schedule property and thereby has right to transfer the same and to give possession. Further, the Vendor assure to the Purchaser that, the schedule property is free from all encumbrances, lispendense, court attachments, notice of acquisitions, fraudulent transfer, minor claims, etc.,

1. **TITLE FOREVER:**

That the Vendor grants to the Purchaser ‘TO HAVE AND TO HOLD’ the Schedule property for the use of the Purchaser absolutely and forever together with writings and other evidences of title.

1. **OUTGOING:**

That the Vendor assure to the Purchaser that, the amount due to any Government or Semi Government or other statutory bodies in the form of taxes, rates, cesses, etc. are duly paid till this date. By oversight, if any of the dues payable to aforesaid bodies are not paid till this date, the Vendor assure to the Purchaser that he is liable for such payment(s).

1. **DELIVERY OF DOCUMENTS:**

That the Vendor on the date of registration of this Sale deed, has delivered all the copies of the mother deed to the Purchaser. The Purchaser hereby acknowledges the receipt of the same.

1. **VACANT POSSESSION:**

That the Vendor on the date of registration of this Deed of Sale has delivered actual physical peaceful vacant possession of the schedule property to the Purchaser and hereinafter at all times, the Purchaser as full and absolute owner thereof peaceably and quietly hold, possess and enjoy the schedule property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person claiming through or under them.

1. **INDEMNITY:**

That furthermore, Vendor assure to indemnify and keep indemnified the Purchaser against losses, damage, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendor any breach of covenants hereunder contained.

1. **LAWFUL ACTS:**

That the Vendor shall at the request and cost of the Purchaser do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule property in the manner aforesaid according to the true intent and meaning of this deed.

1. **KHATHA TRANSFER**

That, the vendor has no objection for the khatha of the schedule property being transferred and registered in the name of the purchaser in the records of Competent Authority.

1. STAMP DUTY AND REGISTRATION EXPENSES:

That the stamp duty and registration expenses for the registration ofthis Deed of Sale, are borne by the Purchaser.

SCHEDULE OF THE PROPERTY

All that piece and parcel of vacant residential Site No. **53** measuring **East to West : 12.00 Mtrs, North to South : 18.00 Mtrs totally measuring 216.00 Sq.Mtrs** comprised in the residential layout formed in the alienated land bearing survey No.229/1 an extent of 1 Acre, 240/3A1 an extent of 1 Acre 13 Guntas, 240/3A2 an extent of 25 Guntas, 240/3B an extent of 30 Guntas totally measuring an extent of 3 Acres 28 Guntas and the Layout known as **“GREEN WOODS PARK”** situated at Yelwala Village, Yelwala Hobli, Mysuru Taluk, Mysuru District, bounded on :-

East By : Site No. 54

West By : Site No. 52

North By : Site No. 49 & 50

South By : Road

IN WITNESSES WHEREOF, the Vendor and the Purchaser have affixed their signatures to this Deed of Sale at Mysore on the day, month and year first above mentioned.

**Witnesses:-**

**1)**

**VENDOR**

**2)**

**PURCHASER**