**ABSOLUTE SALE DEED**

This **Deed of Absolute Sale** is executed and registered on this 15thDay of July 2022 (15-07-2022) at Mysore.

**BY AND BETWEEN:-**

**M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS** (PAN No.ACNFS3579D) represented by its Managing Partner **SRI.KARIAPPA. K.D**, aged about 60 years. A Partnership Firm Having its Regd. Office at No.655/A, F-7/A, Opp. Old Sub Registrar (North) Office, Padma Theatre Road, B B Garden, Agrahara, Mysore.

Hereinafter called as the **SELLER/FIRST PARTY** Owner of the schedule property(Which expression shall unless repugnant to the context mean and include their heirs, successors, assigns, administrators, executors, representatives-in- interest).

**IN FAVOUR OF**

**Mrs. K. ASHA**

W/o. Mr. C.V Ambikaprasad,

Aged about 49 years,

Residing at No. 129, Anagha 2nd Main,

Indane Gas Gowdaon Avalahalli New BDA Layout,

Girinagara, Bangaluru South,

Bangaluru-560085

Aadhaar No. 8937 7681 5713

Pan No. AORPK1374E

Hereinafter referred to as **SECOND PARTY**/**PURCHASER** which term shall mean and include his/her heirs, legal representatives, assigns, successors etc.,

**WHEREAS**, the **SELLER/FIRST PARTY** are the absolute owners in possession and enjoyment of the residential site property bearing **No.534/74, Unique No. 152200424091020509** issued by Harohalli Grama Panchayath) measuring, **East to West 12.00 Meters, and North to South 9.00 Meters** totally measuring 108 Sq.meters, carved in Sy No.186 and 194 in the Layout **“AMRUTHAA NAGAR” Phase-1,** situated at Harohalli Village, Jayapura Hobli, Mysore Taluk, Mysore, which is more fully described in the schedule and hereinafter referred to as the “Schedule Property”.

**WHEREAS**, the SRI. R. GOPIand SRI. N. SURESH**,** are the absolute owners in possession and enjoyment of the lands bearing Sy.No.194 measuring 5 Acres 01 guntas and Sy.No.186 measuring 4 Acrestogether measuring 9 Acres 01 Guntas, situated at Harohalli Village, Jayapura Hobli, Mysore Taluk. This land has been converted from agricultural purpose to residential purpose vide orders of the Deputy Commissioner, Mysore District, Mysore.

WHEREAS, the lands bearing Sy.No.186 measuring 4 Acres situated at Harohalli Village, Jayapura Hobli, Mysore Taluk has been purchased by SRI. R. GOPI and SRI. N. SURESH from Sri.Puttaswamy Gowda and Others by registered sale deed dated 18/10/2014 bearing No.MYW-1-05895-2014-15 CD.No.MYWD35 in West Sub Registrar Office, Mysore.

WHEREAS, the lands bearing Sy.No.194 measuring 5 Acres 01 gunta situated at Harohalli Village, Jayapura Hobli, Mysore Taluk has been purchased by Sri N.Suresh from Smt.Javaramma and Others by registered sale deed dated 18/10/2014 bearing No.MYW-1-05897-2014-15 CD.No.MYWD35 in Sub-Register Mysore West, Mysore.

WHEREAS, the SRI.R. GOPI and SRI. N. SURESH are the absolute owners in possession and enjoyment of the Alienated lands bearing Sy.No.186 measuring 4 Acres alienation no. ALN3CR76/2014-15 dated 16/10/2014 and Sy.No.194 having an extent of 5 Acres 1 Gunta alienation no. ALN3CR74/2014-15 dated 16/10/2014situated at Harohalli Village, Jayapura Hobli, Mysore Taluk. Herein called as schedule ‘A’.

Based upon such representation, the SRI. R. GOPI and SRI. N. SURESH herein offered the above said properties to the DEVELOPER **M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS** Represented by its Managing Partner SRI.KARIAPPA K.D and others to develop and to form residential layout in 25 acres 26 guntas. Upon mutual negotiations both the Parties herein entered into a JDA on12-03-2018 duly registered on 12-03-2018 before the Sub Registrar, Mysore West vide Document No.MYW-1-10001-2017-18. That apart a General Power of Attorney is also executed by the SRI. R. GOPI and SRI. N. SURESH in favour of the M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS Represented by its Managing Partner SRI.KARIAPPA K.D due dated 12.03.2018 duly registered before the Sub-Register Mysore West vide document No. MYW-4-00244-2017-18.Below schedule ‘A’ property also included in this deed. Wherein it has been further agreed that as per the terms of the J D A, the schedule properties shall be developed and a residential layout shall be formed by securing necessary plan. It is also mutually agreed that such developed area shall be shared in the ratio of 69% in favour of the Developer and 31% in favour of the Owner/s.

WHEREAS, in pursuance of the JDA the DEVELOPER has secured sanction for residential layout pertaining to land bearing Sy.No.194 measuring 5 Acres 01 guntas and Sy.No.186 measuring 4 Acres together measuring 9 Acres 01Guntas,vide No.54/2018-2019 dated:07-12-2018 issued by the competent Authority i.e., Deputy Director Town Planning Department in the name of SRI.GOPI AND SRI.SURESH and accordingly undertaken development work and formed residential layout in the name and style as **“Amruthaa Nagar”- Phase- 1.**

WHAREAS, total 140 number of sites has been formed upon commencement of the task of Development, the sanctioning authority has issued necessary order for release of 60% of sites i.e 84 sites on 16-12-2019 pertaining to **“Amruthaa Nagar” Phase 1** issued by the Competent Authority i.e., Harohally Grama Panchayath Office.

WHEREAS, M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS Managing Partner SRI.KARIAPPA K.D has executed a Relinquishment Deed to PDO Harohalli Village, Jayapura Hobli, Mysore Taluk., dated 25.10.2019bearing no.MYW-1-07655-19-20, CD.No.MYWD325, dated 30/10/2019which is registered before Sub-Register Mysore West, Mysore.

WHEREAS, the SRI. R. GOPI and SRI. N. SURESH and the M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS Managing Partner SRI.KARIAPPA K.D have entered into Preliminary Supplementary Sharing Agreement on 16-12-2020which is registered before Sub-Registrar Mysuru West vide document bearing No.10916 and stored in C.D.No.MYWD637. According to the Sharing Agreement the schedule property as fell into the share of M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS.

WHEREAS, the residential site property bearing **No.534/74, Unique No. 152200424091020509** issued by Harohalli Grama Panchayath) measuring, East to West 12.00 Meters, and North to South 9.00 Meters totally measuring 108 Sq Mtrs. carved in converted land bearing Sy. NO. 194 and 186 measuring 9 Acres 01 Guntas situated at Harohalli Village, Jayapura Hobli, Mysore Taluk, Mysore in the name and style as **“Amruthaa Nagar”- Phase-1** which is morefully described hereunder and hereinafter referred to as the Schedule B Property.

WHEREAS, Form C has been issued to the schedule property by Real Estate Regulatory Authority Karnataka (RERA) dated 19/02/2020 bearing no.PRM/KA/RERA/1268/378/PR/200219/ 003298.

WHEREAS, M/s. SAMYUKTHA DEVELOPERS AND CONSTRUCTIONS with confirming party M/s. AMRUTHAA VENTURES represented by its Proprietor SRI.SHARATH CHANDRA K.P., Accordingly Memorandum of Marketing Agreement is entered into with terms and conditions and said Memorandum of Marketing Agreement is registered on 02/04/2018 bearing no.MYW-1-00023-2018-19, CD.No.MYWD98., duly registered before the Sub-Registrar Mysore West. As per the Memorandum of Marketing Agreement confirming party intends to sell the schedule property in the above said residential layout in favour of prospective Purchaser which is agreed by the First Party.

WHEREAS, the SELLER/FIRST PARTY have also paid up to date property tax also. Thus, the SELLER/FIRST PARTY have acquired absolute ownership of the property and they are in possession of the said schedule property.

WHEREAS, the SELLER/FIRST PARTY based upon such ownership and possession of the schedule property, in order to meet their legal necessity and to make better investments have offered to sell the schedule property in favour of the PURCHASER for total sale consideration of Rs. **7,20,000/- (Rupees Seven Lakh Twenty Thousand Only)** by making the following representations:-

1. That the SELLER/FIRST PARTY are the absolute owners of the Schedule Property, and she has good, marketable title over the said Property.
2. That the Schedule Property is not subjected to any attachment before or after judgment, court proceedings in execution or otherwise, or acquisition proceedings, mortgage, charges, lien etc.
3. That the **SELLER**/**FIRST PARTY** have not entered into any agreement/arrangement for sale, or transfer of the Schedule Property with any other person/s.
4. That there is no attachment on the Schedule Property, or any part thereof under the Income Tax Act, Wealth Tax, and/or any other State, or Central Taxing Statutes.

Based upon the above said representations, the **PURCHASER** who was in the lookout to acquire a residential site property, with an intention to utilise the same for their necessity agreed to purchase the schedule property for a total consideration of **Rs. 7,20,000/- (Rupees Seven Lakh Twenty Thousand Only).** Accordingly the **SELLER**/**FIRST PARTY** and the **PURCHASER** have entered into this Sale Deed on below terms and conditions.

**NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:**

1. The SELLER/FIRST PARTY have offered to sell the schedule property for a total valuable consideration of **Rs. 7,20,000/- (Rupees Seven Lakh Twenty Thousand Only).** and the PURCHASER has agreed to purchase the schedule property for the said sum of **Rs. 7,20,000/- (Rupees Seven Lakh Twenty Thousand Only).**
2. The SELLER/FIRST PARTYhas received a advance sum of **Rs.45,000/- (Forty Five Thousand Only)** from PURCHASER/SECOND PARTY by way of cheque No. 464754, drawn on State Bank of India, Banashankari 3rd Stage Branch, Bangaluru, dated 30-05-2022
3. The reaming sale consideration of **Rs.6,75,000/-(Rupees Six Lakhs Seventy Five Thousand Only)** is received by way of DD No. 782252 State Bank of India, Banashankari 3rd Stage Branch, Bangaluru Branch, dated 11-07-2022

4. Both the parties mutually agreed that the possession of the Schedule Property shall be handed over to the **PURCHASER** on the date of the registration of Sale Deed pertaining to the Schedule Property.

5. The **SELLER**/**FIRST PARTY** has represented that the Schedule Property is free from all encumbrances and the encumbrance certificate up-to-date will be furnished for the perusal of the PURCHASER

6. The **SELLER**/**FIRST PARTY** has covenanted that all property taxes, cess and such other payments payable to the revenue and such other departments in respect of the Schedule Property are being paid regularly and any such payments in the event of the same remaining unpaid shall be cleared by the **SELLER**/**FIRST PARTY** before execution of Registered Sale deed.

**:: SCHEDULE ‘A’ PROPERTY ::**

Converted land bearing **Sy.No.186** measuring **4 Acres** alienation no. **ALN3CR76/2014-15** dated **16/10/2014** and **Sy.No.194** having an extent of **5 Acres 1** Gunta alienation no. **ALN3CR74/2014-15** dated **16/10/2014**situated at Harohalli Village, Jayapura Hobli, Mysore Taluk.

**:: SCHEDULE ‘B’ PROPERTY ::**

**Site4 No. 74, No.534/74, Unique No. 152200424091020509** issued by Harohalli Grama Panchayath) measuring, East to West **12.00** Meters, and North to South **9.00** Meters totally measuring **108** Sq Mtrs., carved in Sy No.186 and 194 in the Layout **“Amruthaa Nagar” Phase-1,** situated at Harohalli Village, Jayapura Hobli, Mysore Taluk, Mysore, is bounded on the:-

East by : Site No. 53

West by : 9.00 Meter Road

North by : Site No. 73

South by : Site No. 75

IN WITNESS WHEREOF, the **FIRST PARTY** and **PURCHASERS** have affixed their signatures to this indenture on the date, month and year hereinabove mentioned.

***WITNESSESS :***

**Confirming Party:-**

1.

**M/s. AMRUTHAA VENTURES,**

**Represented by its** Proprietor

**SRI.SHARATH CHANDRA K.P,**

No: A/4, Gokulam, Main Road,

Jayalakshmipuram, Mysore.

2.

**(*M/s. SAMYUKTHA –DEVELOPERS***

***AND CONSTRUCTIONS*)**

**Rep.by** its Managing Partner

**(KARIAPPA. K.D)**

(**FIRST PARTY/SELLER)**

**(SECOND PARTY/PURCHASER)**

**(K. ASHA)**