**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this 12th day of September in the year 2022 **(12-09-2022)** by and between:

1. **Smt. T. PRABHAVATHI**

W/o. Late. P. Manchaiah

Aged about 59 years

Residing at No. 1016

1st Main, 4th Cross,

2nd Stage, Sreerampura

Mysore

**(PAN NO. APUPP2672L)**

**(Aadhaar No: 5855 5245 8363)**

**2.** **Sri. B.R. MADAN**

S/o. Sri. B.M. Ramu

Aged about 40 years

Residing at No. 6, Thandavapura Post,

Chikkaiahanachatra Hobli,

Nanjangud Taluk, Mysore District – 571302.

**(PAN NO. ASTPM8367P)**

**(Aadhaar No: 8238 4422 5069)**

Hereinafter referred to as the **VENDORS,** (which expression shall unless repugnant to the context mean and include their heirs, successors, executors, assignees, administrators and representatives-in-interest) of the **ONE PART**:

INFAVOUR OF

**Sri. K M VIJAYARAJA** **(PAN NO. AGWPV5102G, AADHAAR NO. 400010388207),** aged about 44 years, S/o. K Muniyandi, residing at No. 40 Vijay Nivas, Skill Tech RBI Layout, Near R R Complex, Sathagalli B Zone Hanchya Village, Kasaba, Hobli, Mysuru - 570029.

Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context mean and include their heirs, successors, executors, assigns, administrators and representatives -in-interest) of the **SECOND PART;**

**WHEREAS** basically, Sri. P. Krishnegowda, S/o. Sri. Puttegowda purchased land bearing Survey No:156/1 (Old No. 156), measuring 2 Acres 15 Guntas, situated at K. Hemmanahalli Village, Yelwala Hobli, Mysuru Taluk, Mysuru District, from his vendors Smt.T.D. Prabha, Sri. K.S.Venkatesh, Smt.Rajini.K.B and Smt. K.S.Bhargavi by a Sale Deed duly registered as document No: MYW-01380-2013-14 stored in CD No: MYWD8 dated 18.05.2013 before the Sub-registrar, Mysuru West, Mysuru and thereafter the said land was duly alienated from agricultural to residential by an order bearing No: ALN(1)C.R.442/2017(16458) dated 24.10.2017 passed by the Deputy Commissioner, Mysuru District, Mysuru.

Whereas the vendors herein purchased the above said alienated undeveloped land from Sri. P. Krishnegowda, vide a registered Sale Deed registered as document No: MYW-1-03674-2021-22 of Book – I stored in CD No: MYWD756 before the Sub-registrar, Mysuru West, Mysuru on 09-08-2021. Now the vendors are absolute owner of the schedule “A” property.

The Vendors have formulated a scheme to develop the land bearing Sy. Nos. 156/1 measuring 2 Acre 15 Guntas into a Muda Approved layout comprising of several sites of different dimensions for the enjoyment of the purchaser/s of the said sites.

The development of the land bearing 156/1 measuring 2 Acre 15 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, parks, CA sites etc.. formed in the said layout and the same shall also be handed over by the Vendors. Both Smt. T. Prabhavathi and Sri.B.R.Madan have executed a Registered Deed of Relinquishment dated 13-10-2021 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-1-00882-2021-22 in C.D No. MDAD-666 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 28-10-2021 to Smt. T.Prabhavathi and Sri.B.R.Madan with respect to provisional layout plan from MUDA, Mysuru for formation of the residential sites with respect land bearing Sy.No.156/1, measuring 2 Acre 15 Guntas. Further, the Mysore Urban Development Authority (MUDA), Mysuru has issued the Work Order dated 03-02-2022 vide No. My.Na.Pra/Pi.Bi/Kha.Ba/ 1743/2021-22 in the name of Smt. T.Prabhavathi and Sri.B.R.Madan 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 held the meeting dated 13-08-2021 and decided to issue the final plan approval through the vide No. 2(15) later on the Mysore Urban Development Authority (MUDA), Mysuru issued final approved layout plan vide No. **MY.NA.PRA:NAYOSHA:VINYASA:20:2021-22** dated **03-09-2022** in favor of Smt.T.Prabhavathi and Sri.B.R.Madan by releasing 40% of sites with correct dimension report incorporated in the plan.

Whereas, the requirement of RERA the vendors obtained RERA Certificate Reg No. PRM/KA/RERA/1268/378/PR/240822/005176 under the project name M/s. T.Prabhavathi & B.R.Madan Firm, according to the RERA regulations the both Smt. T.Prabhavathi and Sri.B.R.Madan have stated their joint intention to form a layout in the above mentioned Survey Number which are jointly owned.

WHEREAS, the Mysore Urban Development Authority (MUDA), Mysuru has issued the Khatha in respect of the Schedule property vide No. MY.NA.PRA/KHATHA-­­­­­­­­­­­­49589/22-23 dated 06.09.2022 in the name of Smt. T.Prabhavathi and Sri.B.R.Madan with respect to the Schedule “B” Property.

The Vendors for their convenience, for better prospects and for the legal necessities have expressed their desire to sell the site in the Schedule ‘A’ Property wherein the Purchaser has agreed to purchase the site formed in the Schedule ‘A’ Property.

**NOW THIS DEED OF SALE WITNESSETH AND THE PARTIES HEREBY AGREE AND DECLARE THAT**

1. The Vendors have offered to sell the Schedule “B” Property **No.26** 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 “B” Property, is **Rs.8,80,000/- (Rupees Eight Lakh Eighty Thousand Only)** free from encumbrances of whatsoever nature, in the following manner:
3. The Purchaser has paid a sum of **Rs. 1,50,000/-(Rupees One Lakh Fifty thousand Only)** by way of Cheque No.746664 drawn on SBI dated 12/09/2022 in favor of Smt.T.Prabhavathi. & **Rs. 1,50,000/-(Rupees One Lakh Fifty thousand Only)** by way of Cheque No.746663 drawn on SBI dated 12/09/2022 in favor of Sri.B.R.Madan to the Vendors.

1. The Purchaser has paid a sum of **Rs. 2,90,000/-(Rupees Two Lakh Ninety thousand Only)** by way of Cheque No.746662 drawn on SBI dated 12/09/2022 in favor of Smt.T.Prabhavathi. & **Rs. 2,90,000/-(Rupees Two Lakh Ninety thousand Only)** by way of Cheque No.746661 drawn on SBI dated 12/09/2022 in favor of Sri.B.R.Madan to the Vendors and Vendors acknowledges receipt of the entire sale consideration as mentioned above.
2. The Vendors have today delivered vacant peaceful possession of the Schedule “B” Property, free from any kind of attachments and encumbrances to the Purchaser herein.
3. The Schedule ‘B’ Property hereby conveyed is free from all encumbrances, charges, claims, court proceedings, order of attachment, lien, arrears of taxes whatsoever and further the title thereto is clear and marketable.
4. The Vendors represents and assures the Purchaser that they have 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 Vendors have absolute right and power of alienation and disposal over the Schedule B Property.
5. The Schedule ‘B’ Property hereby conveyed shall be held and enjoyed peacefully by the Purchaser without any let, hindrance, litigation, disturbance by the VENDORS or any persons claiming under or through them.
6. The VENDORS will indemnify unconditionally and save the PURCHASER harmless against any loss, claim and damages that may be occasioned to PURCHASER due to any court proceedings, defect in title or attachment, claim or charge in respect of the Schedule 'B'

Property hereby sold, including the expenses of litigation if any, that may be incurred by the PURCHASER to defend their title to the Schedule 'B' Property.

1. The VENDORS shall do or cause to be done all such acts, deeds and things as the PURCHASER may reasonably require, to perfect their title to the Schedule 'B' Property, at their cost.
2. THE Purchaser shall use the Schedule 'B' Property for their purpose and construction as per plan approved by the local authorities.
3. The Vendors represents and assures the Purchaser that in regard to the Schedule Property, up to date property taxes have been paid to MUDA and the Vendors undertakes to indemnify the Purchaser against any such payment or expenses.
4. The Vendors represents and assures the Purchaser that in regard to the Schedule Property, Khata has been transferred and registered in the name of the Vendors herein and that subsequent to the execution of this Sale Deed, the vendors have no objection for the Purchaser to get the Khata transferred to their respective name in the revenue records.
5. The Vendors represents and assures the Purchaser that they have not entered into any kind of agreement to convey the scheduled property in favour of any other person other than the purchaser/s herein.
6. The Vendors have no objection for the said transfer of Khata, apart from transfer of Electricity and water Meters, if any in the name of the Purchaser/s herein.
7. The Vendors represents and assures the Purchaser that they have 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.
8. 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 Vendors or anyone claiming under the Vendors.
9. The Purchaser shall Endeavour to maintain the surroundings clean and shall not cause any nuisance to the neighbors.
10. The VENDORS has put the PURCHASER/S in possession of Schedule 'B' Property on execution of these above said clauses, presents.
11. The stamp duty and Registration Charges of and incidental to this deed of sale shall be borne and paid by the PURCHASER alone.
12. The PURCHASER shall be eligible to get the Khata transferred from the Statutory body/MUDA in his/her name in respect of Schedule ‘B’ property and the VENDORS hereby consent to the same.

**SCHEDULE ‘A’ PROPERTY**

All that piece and parcel of alienated land bearing **Sy. No. 156/1** measuring **2 acre 15 Guntas** bounded on the:

East by : Sy. No. 177

West by : Sy. No. 177

North by : Sy. No. 177

South by : Sy. No. 156/2

Totally measuring 2 acres 15 guntas, comprising of a Layout situated at K.Hemmanahalli Village, Yelwala Hobli, Mysuru Taluk and District.

**SCHEDULE ‘B’ PROPERTY**

All that piece and parcel of Residential Site bearing **No. 26** measuring **East to West 15.00 meters, North to South 9.00 meters, admeasuring 135.00 square meters** formed and developed in the above said Schedule “A” property and bounded on the:

East by : Road

West by : Site No.23

North by : Site No.27

South by : Site No.25

This Deed of Sale is prepared on the basis of 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 Vendors have executed this deed of absolute sale in favour of the purchaser/s on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

**Witnesses:-**

**1.**

(Smt. T. PRABHAVATHI)

(Sri. B.R. MADAN)

**(Vendors)**

**2.**

(Sri. K M VIJAYARAJA)

**PURCHASER**