**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this 26th day of July in the year 2022 **(26-07-2022)** by and between:

1. **SRI. P.SIDDANAYAKA** S/o. Late Puttanayaka 76 Yrs

(AADHAAR NO. 7287 6395 8775)

1. **SRI. KUMARA** S/o. P.Siddanayaka 51 Yrs

(AADHAAR NO. 6988 3117 6280)

1. **SRI. KYATHANAYAKA** S/o. P.Siddanayaka 51 Yrs

(AADHAAR NO. 7074 6512 6061)

1. **SRI. PUTTASWAMY.S** S/o. P.Siddanayaka 76 Yrs

(AADHAAR NO. 5350 3863 3710)

All are residing at Kumarabeedu Village, Yelwala Hobli, Mysore Taluk. Hereinafter referred to as the **SELLERS,** (which expression shall unless repugnant to the context mean and include their heirs, successors, executors, assigns, administrators and representatives-in-interest) of the **ONE PART**:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **(AADHAAR NO. \_\_\_\_\_\_\_\_\_\_\_),** aged about \_\_ years, S/o. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, residing at Door No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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;**

**“M/s RISHABH VENTURES”** (PAN:-AANFR4663F) Having its office at No.135, Gandhi Towers, 2nd Floor, Ramavilas Road, represented by its Partners

1. **SRI. MADHU S** **P** S/O PARAMASHIVAIAH

(AADHAAR No. 3187 2640 4380)

1. **SMT.SWETHA. S. R** W/O. MADHU S P

(AADHAAR No. 9971 7551 5405)

AS PER THE RESOLUATION OF RISHABH VENTURES FOR THE OPERATION OF REGISTRATION OF SALE DEED PROCESS. Represented by its Partner and Authorized Signatory Sri. S.P. MADHU S/O PARAMASHIVAIAH, (PARTNER) (Aadhar No. 3187 2640 4380) Hereinafter referred to as the **CONFIRMING PARTY,**

Whereas the sellers are the absolute owners and in possession of the undeveloped converted dry Land bearing **Survey No.71/2, an extent of 1-19 guntas** situated at Kumarabeedu Village, Ilwala Hobli, Mysore Taluk Morefully described in the schedule below.

Whereas, originally the schedule property was purchased by Sri.P.Siddanayaka S/o. Late Puttanayaka from Sri. Madaiah S/o.Madegowda and his son Sri.Raju via sale deed and the same has been registered in the office of Sub-Registrar Mysore North Mysore vide Doc No. 6264 stored at Volume No. 2148 of Book 1 at page No. 238-241 dated 12-11-2001. Thereafter the khatha has been registered in his favour at Mysore Tahsildar Office and obtained RTC vide khata No.43, MR 09/2001-02 dated 04-11-2012. And the vendor paid upto date tax to the concerned authorities and kept the property free from all encumbrances.

WHEREAS, in response to his application the Deputy Commissioner, Mysuru District has issued Alienation Order vide Alienation No. **342408** dated 15-07-2022 for Sy.No.71/2 measuring 1-19 Guntas of undeveloped dry land from agricultural purposes to residential purposes.

Now the sellers are in the actual physical possession of the property and the said property is self-acquired property of the sellers. Thus the sellers are enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the Sale deed, the Sellers is in peaceful possession and enjoyment of the schedule property by exercising all the acts and rights of ownership and possession and without any let, hindrance or disturbance from anybody. The Sellers has purchased the schedule property out of his self-earned funds, that is to say, the schedule property is absolute and self-acquired property. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Sellers is in need of funds in order to meet some of their legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs. 1,10,00,000/- (Rs One Crore Ten Lakh only)** for which, the purchaser have also agreed to purchase the schedule property for the said sale consideration, free from all encumbrances, claims and demands.

**Now This Deed of Sale has come into effect and witnesseth**

In pursuance of the entire sale consideration of **Rs. 1,10,00,000/- (Rs One Crore Ten Lakh only)** received by the sellers from the purchaser in the following manner :-

A sum of **Rs.92,50,000/-(Ninety Two Lakh Fifty Thousand Only)** has been already received by the Confirming Party at the time of Sale Agreement registration vide No. MYW-1-03690-2022-23 stored at CD No. MYWD985 dated 15-06-2022, in the following manner.

1. A sum of **Rs.5,00,000/-(Five Lakh Only)** received by way of Cheque No. **000127 dated 20-01-2014** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of P.Siddanayaka.
2. A sum of **Rs.5,00,000/-(Five Lakh Only)** received by way of Cheque No. **000126 dated 20-01-2014** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of P.Siddanayaka.
3. A sum of **Rs.8,00,000/-(Eight Lakh Only)** received by way of Cheque No. **000113 dated 31-03-2014** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of P.Siddanayaka.
4. A sum of **Rs.2,00,000/-(Two Lakh Only)** received by way of Cheque No. **000114 dated 03-04-2014** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of P.Siddanayaka.
5. A sum of **Rs.3,00,000/-(Three Lakh Only)** received by way of Cheque No. **027923 dated 20-01-2014** drawn on Vijaya bank ( Bank of Baroda) Muda Branch, Mysore in the name of P.Siddanayaka.
6. A sum of **Rs.2,00,000/-(Two Lakh Only)** received by way of Cheque No. **703215 dated 06-10-2016** drawn on Karnataka Bank Saraswathipuram Branch, Mysore in the name of P.Siddanayaka.
7. A sum of **Rs.1,00,000/-(One Lakh Only)** received by way of RTGS **dated 03-04-2017** by P.Siddanayaka.
8. A sum of **Rs.3,00,000/-(Three Lakh Only)** received by way of Cheque No. **000403 dated 14-05-2015** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of Sri.Puttaswamy S/o. P.Siddanayaka.
9. A sum of **Rs.1,00,000/-(One Lakh Only)** received by way of Cheque No. **000410 dated 27-05-2015** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of Sri.Puttaswamy S/o. P.Siddanayaka.
10. A sum of **Rs.1,00,000/-(One Lakh Only)** received by way of cash in the name of Sri. Kumara.S S/o. P.Siddanayaka.
11. A sum of **Rs.50,000/-(Fifty Thousand Only)** received by way of Cheque No. **000404 dated 14-05-2015** drawn on Kotak Mahindra Bank Saraswathipuram Branch, Mysore in the name of Sri. Kumara.S S/o. P.Siddanayaka.
12. A sum of **Rs.1,00,000/-(One Lakh Only)** received by way of cash in the name of Sri. Kumara.S S/o. P.Siddanayaka.
13. A sum of **Rs.10,00,000/-(Ten Lakh Only)** received by way of **000035 dated 25-10-2021** drawn on Bank of Baroda Muda Branch, Mysore in the name of Sri. P.Siddanayaka.
14. A sum of **Rs.10,00,000/-(Ten Lakh Only)** received by way of Cheque No. **600315 dated 07-12-2021** drawn on Bank of Baroda Muda Branch, Mysore from Smt. Shwetha.S.R accout partner of M/s Rishbh Ventures in the name of P.Siddanayaka.

1. A sum of **Rs.5,00,000/-(Five Lakh Only)** received by way of **RTGS No. BARBH213617561 dated 27-12-2021** from Smt. Shwetha.S.R accout partner of M/s Rishbh Ventures in the name of P.Siddanayaka.
2. A sum of **Rs.5,00,000/-(Five Lakh Only)** received by way of **RTGS No. BARBH22049984523 dated 18-02-2022** from Smt. Shwetha.S.R accout the of M/s Rishbh Ventures in the name of P.Siddanayaka.
3. A sum of **Rs.5,00,000/-(Five Lakh Only)** received by way of **RTGS No. BARBH22146877194 dated 26-05-2022** in the name of P.Siddanayaka.
4. A sum of **Rs.25,00,000/-(Twenty Five Lakh Only)** received by way of Cheque No. **008677 dated 15-06-2022** drawn on Bank of Baroda Muda Branch, Mysore in the name of Sri. P.Siddanayaka.
5. A sum of **Rs. 1,10,000/-** **(Rs. One Lakh Ten Thousand only)** remitted by the Purchaser on behalf of the Vendor to Income Tax Department as T.D.S. towards sale of schedule property vide tax paid challan No. \_\_\_\_\_\_ dated \_\_\_\_\_\_\_ vide acknowledgement No. \_\_\_\_\_\_\_\_\_\_\_\_\_
6. The balance sale consideration of **Rs. 16,40,000/-(Rupees Sixteen Lakh Forty Thousand Only)** received by way of Cheque No. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_** drawn on \_\_\_\_\_\_\_, \_\_\_\_\_\_Branch, Mysore in the name of Sri. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

That in consideration of payment of the entire sale consideration of **Rs.1,10,00,000/- (Rs One Crore Ten Lakh only)** made by the purchaser to the sellers as stated above, thus, the sellers acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the sellers hereby grant, transfer, convey, assign and set over the vacant possession of the schedule property unto and to the use of the purchasers by way of sale, together with all rights, liberties, privileges, easements, ways, passages, belonging to or usually held or occupied therewith or reputed to belong to all the estate, right, title, claim, demands, whatsoever of the sellers in the schedule property hereby conveyed and every part thereof, free from all encumbrances, charges, liens, attachments, acquisitions, demands, arrears of taxes and claims of whatsoever nature, created by the sellers.

The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by himself, his legal heirs, representatives, successors and assigns absolutely and forever.

The sellers hereby assures the purchaser that they have not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the sellers on the schedule property or any part thereof shall or can be impeached. The sellers further assures the purchaser that they have full and unrestricted right in and over the schedule property hereby conveyed.

The sellers hereby further assure the purchaser that, the schedule property is free from all type of encumbrances and liabilities of every kind

i.e., there is no kind of attachments, claims of maintenance, minor claims, court attachments, litigations, charges, liens, partition claims, women right, etc., in and over the schedule property or any part thereof. Incase of any such dispute or claim arises in future, the sellers shall clear the same at their own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the sellers shall reimburse and compensate the purchaser against the same.

The sellers do hereby covenants with the purchaser that they shall keep the purchaser indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, arrears of taxes and claims of whatsoever nature and the sellers shall also at all reasonable time hereinafter keep the purchasers indemnified against all proceedings costs, claims and expenses in respect of any defect in the title of the sellers in the schedule property or any part thereof, or in respect of any breach of any of the conditions contained in this deed of absolute sale.

The sellers further covenants with the purchaser that they shall at all time and upon any reasonable request to do or execute or cause to be done or executed all such lawful acts, deeds and things, whatsoever, for further and more perfectly conveying the schedule property and every part thereof to the purchaser.

The purchaser is entitled to enjoy the schedule property hereinafter by way of sale, mortgage, lease, gift etc., and shall enjoy all the available resources like water, minerals, etc., and enjoy the benefits accrued in the schedule property.

The purchasers have also entitled to get the khatha and all other documents transferred to their name in respect of the schedule property, for which, the sellers has ‘No objection’.

The sellers has handed over all the relevant original documents and vacant physical possession of the schedule property to the purchasers, today itself.

**SCHEDULE OF THE PROPERTY**

All that piece and parcel of undeveloped converted dry Land bearing Survey No. **Survey No.71/2, an extent of 1-19 guntas** situated at Kumarabeedu Village, Ilwala hobli, Mysore Taluk duly converted by the Deputy Commissioner, Mysore vide **Alienation No.** **342408** dated **15-07-2022** andbounded by**:-**

### East by : Sr No.71/5

### West by : Road

### North by : Sr No.71/1 & 71/10

### South by : Sr No.70

Measuring Survey No. **Survey No.71/2, an extent of 1-19 guntas**

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 Sellers has executed this deed of absolute sale in favour of the purchasers on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

**Witnesses:-**

**1.**

**SELLERS**

**2.**

**PURCHASER**

**CONFIRMING PARTY**