ABSOLUTE SALE DEED

This Deed of Sale of the schedule property is made on this 9th day of September Two Thousand Twenty Two (09-09-2022) by ----

**Sri. VYSHNAV KIRAN UTTARKAR,** (Pan No. AEWPU4487K/Aadhaar No. 3404 3830 7469)aged about 25 years, S/o. Sri. Kiran U.P, residing at No. 2623, Vital Vihar, Princes Road, Akashvani Circle, Yadavagiri, Mysore, (hereinafter called as the ‘**VENDOR’** which expression unless repugnant to the context means and includes his heirs, assigns, successors and representatives in interest):

## IN FAVOUR OF

**Sri. AMAR Y.P,**  (Pan No. ANPPA3608N / Aadhaar No. 6144 9471 3312) aged about 38 years, residing at No. 535, 1st D Cross, Mathikere, Bangalore North, Msrit Bangalore-560054, (hereinafter called as the **‘PURCHASER’** which expression unless repugnant to the context means and includes his heirs, assigns, successors and representatives in interest):-

##### WITNESSETH AS FOLLOWS:-

WHEREAS, the VENDOR is the absolute owner and in peaceful possession and enjoyment of the Site bearing No.07, carved out in alienated land bearing Sy. No. 27/1, measuring 4 Acres 12.08 Guntas, Layout known as “AMBER VILLAGE” situated at Madagalli Village, Yelavala Hobli, Mysore Taluk (adjacent to Vijayanagar, 4th Stage, 2nd Phase, Mysore) and measuring East to West 12.00 Meters and North to South 9.00 Meters, in totally 108.00 Sq.Mtrs., more fully described in the scheduled below and hereinafter for the sake of convenience refereed to and called as the “Schedule property”.

Whereas Sunrise Innovative Infrastructure Pvt Ltd., is a Company incorporated under the Company’s Act, with the objective of carrying the business of Builders, Developers and all those activities in the field of real estate.

Whereas, the land bearing Sy. No. 27, measuring 8 acres 17 guntas of Madagalli Village, Yelawala Hobli, Mysore Taluk was purchased by Sri. Byraiah S/o. Lingappa from its previous owner Sri. Nanjundaiah through a registered Sale Deed dated 26-06-1944 and same is registered on 28-06-1944 as document No. 7824 at pages 89-91, Volume 1494 of Book-I before the Sub-Registrar, Mysore. After purchase, the khata of the property was mutated in the name of Sri. Byraiah @ Byrappa.

Whereas, Sri. Byraiah being the owner in possession has executed a Registered Will dated 29-03-1976 and the same is registered as document No. 120 at Pages 118-123, Volume 73 of Book-III before the Head Quarters, Sub-Registrar, Mysore, thereby bequeathing the Eastern Half Portion of the land bearing Sy. No. 27, measuring 4 acres 08.08 guntas of Madagalli Village, Yelwala Hobli, Mysore Taluk, in favour of his grandson Sri. Boregowda @ Basavaraju S/o. Sri. Boregowda. The above said Byraiah @ Byrappa passed away on 09-05-1984 and after his death, the khata of the property bearing Sy. No. 27, measuring 4 acres 08.08 guntas was mutated in the name of Sri. Basavaraju S/o. Sri. Boregowda through Mutation Proceedings bearing M.R. No. 17/1995-96.

Whereas, Sri. Basavaraju @ Boregowda S/o. Sri. Boregowda has executed a Registered Sale Deed dated 22-05-2006 in favour of Smt. Jayalakshmi and the same is registered as document No. MYN-1-04842/2006-07 in CD No. MYND-91 of Book-I, before the Sub-Regisrar, Mysore North, Mysore, thereby conveying the absolute right and title over the land bearing Sy. No. 27, measuring 4 acres 08.08 guntas in her favour. After purchase, the khata of the property was mutated in the name of Smt. J. Jayalakshmi through Mutation Proceedings bearing M.R.No. 47/2007-08 and the land of Smt. Jayalakshmi was assigned New Sy.No. 27/1. Further Kumari Shwetha, Master Sanjay, minor represented by their natural guardian / father Sri. Basavaraju @ Boregowda and Smt. Hombamma W/o. Late. Boregowda have executed a Registered Consent Deed dated 16/08/2007 in favour of S nt . Jayalakshmi and the same is registered as document No. MYN - 1-08250-2007-08 in C.D No. MYND-149 of Book 1, before the Sub - Registrar, Mysore North, Mysore, thereby giving their consent with respect to the Registered Sale Deed dated 22/05/2006 executed by Sri Basavaraju @ Boregowda.

Whereas, on the representation and upon payment of the prescribed fees towards conversion and podi charges by Smt . Jayalakshmi, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum / Alienation Order dated 27/05/2008 bearing No. ALN (1) 295 / 2006-07, thereby permitting Smt. Jayalakshmi to use the land bearing Sy No.27 measuring 4 acres 08.08 guntas from Agricultural purpose to Residential purpose.

Whereas, Smt . Jayalakshmi.B and her children Dr. Srinivas.N and Dr. Ramesh.N have executed a Registered Special Power of Attorney dated 13/12/2011 in favour of Sri N.Suresh and the same is registered as document No. BMH - 4-00415-2011-12 in CD No. BMHD - 529 of book 4 , before the Sub Registrar, Bommahahalli, Bangalore with the powers enunciated therein along with the power to present the Sale Deed executed by them in favour of M/s. L & M International Builders and Developers Pvt Ltd.

Thereafter, Smt . Jayalakshmi.B along with her family members have executed a Registered Sale Deed dated 13/12/2011 in favour of M/s. L & M International Builders and Developers Pvt Ltd., represented by its Directors, Sri Lawrence Herald Pereira and Sri Mannu and the same is registered on 14/12/2011 as document No. MYN - 1-19856-2011-12 in C.D No. MYND - 301 of Book-I , before the Sub-Registrar, Mysore-North, Mysore, thereby conveying the alienated land bearing Sy No. 27/1 , measuring 4 acres 08.08 guntas of Madagalli Village, Yelwala Hobli, Mysore Taluk and District.

On the representation and upon payment of the prescribed fees by Smt. Jayalakshmi towards conversion, podi charges and payment of market value of ‘A' Kharab land measuring 04 guntas in Sy No. 27, the Office of the Deputy Commissioner, Mysore District has issued the Official Memorandum / Alienation Order dated 19/03/2012 bearing No. ALN (1) Mis.101/2011-12 in the name of Smt . Jayalakshmi , thereby permitting her to use the land bearing Sy No.27, measuring 04 guntas from Agricultural purpose to Residential purpose.

Whereas, Smt . Jayalakshmi.B and others have executed a Special Power of Attorney dated 30/08/2012 in favour of Sri. N. Suresh and the same is registered as document No. INR - 4-00457-2012-13 in C.D No. INRD - 43 of Book 4 , before the Sub - Registrar, Indiranagar, Bangalore with the powers enunciated therein along with the power to present the Deed of Ratification executed by them in favour of lawrance & Mannu Realinfratech International Private Limited with respect to the land bearing Sy No. 27/1, measuring 4 acres 08.08 guntas .

Further, Smt . Jayalakshmi B and others have executed a Registered Deed of Ratification dated 28/09/2012 in favour of Lawrance & Mannu Realinfratech

International Private Limited, represented by its Directors, Sri Lawrance Herald Pereira and Sri Mannu and the same is registered as document No. MYN-1-18197-2012-13 in CD No. MYND-342 of Book 1, before the Sub Registrar, Mysore-North, Mysore, thereby rectifying the name of the purchasers as Lawrance & Mannu Realinfratech International Private Limited, represented by its Directors, Sri Lawrance Herald Pereira and Sri Mannu which was mentioned as M / s . L & M International Builders and Developers Pvt Ltd., in Sale Deed dated 13/12/2011, registered on 14/12/2011 as document No. MYN-1-19856-2011-12 in CD No. MYND-301 of Book 1, before the Sub Registrar , Mysore - North , Mysore with respect to the alienated land bearing Sy No. 27/1, measuring 4 acres 08.08 guntas.

Whereas, Smt . Jayalakshri.B has executed a Special Power of Attorney dated 30/08/2012 in favour of Sri . N.Suresh and the same is registered as document No. INR-4-00456-2012-13 in C.D No. INRD-43 of Book 4, before the Sub - Registrar, Indiranagar, Bangalore with the powers enunciated therein along with the power to present the Sale Deed executed by them in favour of Lawrance & Mannu Realinfratech International Private Limited with respect to the land bearing Sy No. 27/1, measuring 04 guntas.

Whereas, Smt . Jayalakshmi.B has executed a Registered Sale Deed dated 28/09/2012 in favour of Lawrance & Mannu Realinfratech International Private Limited, represented by its Directors, Sri Lawrance Herald Pereira and Sri Mannu and the same is registered as document No. MYN-1-18210-2012-13 in CD No. MYND - 342 of Book 1, before the Sub-Registrar, Mysore - North Mysore, thereby conveying the land bearing Sy No. 27/1, measuring 04 guntas.

Whereas, Smt . Jayalakshmi.B has executed a Registered Special Power of Attorney dated 13/04/2016 it favour of Sri Muthappa K.D and the same is registered as document No. INE-4-00025-2016-17 in CD No. INRD-167 of book 4, before the Sub-Registrar, Indiranagar, Bangalore with the powers enunciated therein along with the power to present the Deed of Confirmation for registration. Further, Smt. Jayalakshmi.B has executed a Register Deed of Confirmation dated 13/04/2016 in favour of Lawrance & Mannu Realinfratech International Pvt Ltd. , represented by its Director Sri Mannu and the same is registered on 15/04/2016 as document No. MYW - 1-00280-2016-17 in C.D No. MYWD - 65 of Book 1 , before the Sub - Registrar, Mysore - West , Mysore.

Whereas, Lawrance & Mannu Realinfratech International Pvt Ltd., represented by its Director Sri Mannu has executed a Registered Deed of Relinquishment dated 03/09/2015 in favour of the Governor, Government of Karnataka, represented by the Commissioner, MUDA, Mysore and the same is registered as document No. MDA-1-00743-2015-16 in C.D No. MDAD-54 of Book 1, before the Additional District Registrar, MUDA, Mysore, thereby relinquishing its right over the public utility spaces such as Roads, Parks, C.A Sites, etc. The MUDA, Mysore has issued a Letter dated 09/09/2015 along with the Approved Residential Layout Plan dated 09/09/2015 in the name of Lawrance & Mannu Real infratech International Pvt Ltd.

Further, the MUDA, Mysore has issued the Release of Sites dated 15/12/2015 along with the Correct Dimension Report in favour of Lawrance & Mannu Real infratech International Pvt Ltd, thereby releasing 40 % of the sites formed in the layout i.e. , 19 sites have been released out of the total 49 sites out of which Site No.7 is also released.

The MUDA, Mysore has issued he Site Khata (No. M.N.PR/KHATA-6766/15 -16) and Tax Certificate dated 22/12/2015 in the name of Lawrance & Mannu Real infratech International Pvt Ltd with respect to the Schedule Property and Up-to-date Tax has been paid to MUDA, Mysore vide Receipt dated 17/08/2021.

Whereas, the name of the Company was changed from "Lawrance & Mannu Real infratech International Pvt Ltd ," to "Sunrise Innovative Infrastructure Pvt Ltd" and The Registrar of Companies, Bangalore has issued the Certificate of Incorporation pursuant of change of name from M / s . Lawrance & Mannu Real infratech International Pvt Ltd , to Sunrise Innovative Infrastructure Pvt Ltd, on 21/05/2020. The Company referred above in possession and enjoyment of the Schedule Property and has the unfettered right and absolute title over the Schedule Property and the Company is entitled to deal with the Schedule Property in any manner.

Whereas Sunrise Innovative Infrastructure Pvt Ltd., sold the schedule property in favour of Smt. V. Kanthimathi on 21-01-2022 and the same has been registered as document No. MYW-1-11869/2021-22 of Book-I stored at CD No. MYWD-877 in the Office of the Sub-Registrar, Mysore West, Mysore.

After purchase, the khata of the property was registered in the name of Smt. V. Kanthimathi on 13-04-2022 at MUDA., Mysore vide No. Mai.Na.Pra/Kha.Va-new-52499/22-23 and she has paid property tax to the concerned authority.

Whereas Smt. V. Kanthimathi sold the schedule property in favour of Smt. M.N. Gowri on 22-04-2022 and the same has been registered as document No. MYW-1-01159/2022-23 of Book-I stored at CD No. MYWD-948 dated 27-04-2022 in the Office of the Sub-Registrar, Mysore West, Mysore. After purchase, the khata of the property was registered in the name of Smt. M.N. Gowri on 13-05-2022 at MUDA., Mysore vide No. Mai.Na.Pra/Kha.Va-new-53338/22-23 and she has paid property tax to the concerned authority.

Whereas Smt. M.N. Gowri sold the schedule property in favour of the Vendor Sri. Vyshnav Kiran Uttarkar, on 29-08-2022 and the same has been registered as document No. MYW-1-07404/2022-23 of Book-I stored at CD No. MYWD-1042 in the Office of the Sub-Registrar, Mysore West, Mysore. After purchase, the khata of the property was transferred in the name of Vendor Sri. Vyshnav Kiran Uttarkar on 30-08-2022 at MUDA., Mysore vide No. Mai.Na.Pra/Kha.Va-new-56838/22-23 and she has paid property tax to the concerned authority.

And whereas, since from the date of Registration of Absolute Sale Deed, the Vendor 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 schedule mentioned property is the self-acquired property of the Vendor.

And whereas, the Vendor is in need of funds in order to meet his family necessity and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)** for which, the purchaser has 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

That in pursuance of the foregoing and in consideration of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)** paid by the Purchaser to the Vendor in the following manner:-

1. A sum of **Rs. 1,00,000/-** (Rupees One Lakh only) by online payment Ref. ID No. **P243220188100401**, dated **31-08-2022** to account with Axis Bank, Mysore, through Canara Bank, Bangalore.
2. A sum of **Rs. 24,00,000/-** (Rupees Twenty Four Lakhs only) by RTGS., through Karnataka Bank, Bangalore, Ref. UTR No. **KARBH22250842679,** dated **07-09-2022** to the account with Axis Bank, Mysore.

That in consideration of payment of the entire sale consideration of **Rs. 25,00,000/- (Rupees Twenty Five Lakhs only)** paid by the purchaser to the vendor as stated above, thus, the vendor acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the vendor hereby grant, transfer, convey, assign and set over the vacant possession of the schedule property unto and to the use of the purchaser 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 vendor is 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 vendor or anyone claiming under or through his. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by themselves, his legal heirs, representatives, successors and assigns absolutely and forever.

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

The vendor 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 vendor shall clear the same at his own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor hall reimburse and compensate the purchase against the same.

The vendor do hereby covenants with the purchaser that he 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 vendor shall also at all reasonable time hereinafter keep the purchaser indemnified against all proceedings costs, claims and expenses in respect of any defect in the title of the vendor 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 vendor further covenants with the purchaser he has at all times 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 purchaser has also entitled to get the khata and all other documents transferred to his name in respect of the schedule property, for which, the vendor has ‘No objection’.

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

# SCHEDULE OF THE PROPERTY

All that piece and parcel of the vacant Site bearing No. **07**, carved out in alienated land bearing Sy. No. 27/1, measuring 4 Acres 12.08 Guntas, Layout known as “AMBER VILLAGE” situated at Madagalli Village, Yelavala Hobli, Mysore Taluk (adjacent to Vijayanagar, 4th Stage, 2nd Phase, Mysore) and bounded on the :-

East by : Land bearing Sy. No. 28

West by : 9.00 Meters Road

North by : Site No. 08

South : Site No. 06

Measuring **East to West- 12.00 Meters** and **North to South- 9.00 Meters**, totally Measuring 108.00 Sq.Meters of vacant site.

In witness whereof, the Vendor has executed this deed of absolute sale in favour of the purchaser on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDOR

PURCHASER

2.

DRAFTED BY

**K.R.SATHYANARAYANA**

Document Writer

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