**ABSOLUTE SALE DEED**

**This DEED OF ABSOLUTE SALE** is made and executed on this the **Twentieth day of January in the year Two Thousand and Twenty One (20-01-2021)** at Mysore:

**BY and BETWEEN:**

1. **SRI.S.JAGANNATH SETTY,**

Aged about 66 years, S/o.Late.Sri.B.SubbaiahSetty.

1. **SMT.J.YASHODAMMA,**

Aged about 64 years, W/o.Sri.S.JagannathSetty.

1. **SRI.B.J.MANU**,

Aged about 34 years, S/o.Sri.S.JagannathSetty.

1. **SRI.B.J.VIKRAM**

Aged about 32 years, S/o.Sri.S.JagannathSetty.

All are residing at No.15/76, 2nd Floor, East Anjaneya Temple Street,

Near Puliyogare Point, Basavanagudi, Bangalore-560004

1. **KUM.M.D.MAMATHA**,

Aged about 44 Years,

D/o.Sri.M.N.Devaiah,

Residing at 68/1, 10th B Main, 4th Cross, 1st Block, Jayanagar,

Bangalore-560011

**2 to 5 are represented by their GPA holder**

**Sri. S. JAGANNATH SETTY,**

Aged about 66 years, S/o.Late.Sri.B.SubbaiahSetty.

**Adhar No. 7284 4698 8638**

Hereinafter referred to as the **“VENDORS”** (Which expression wherever the context permits to shall mean and include its respective legal heirs, executors, successors-in-interest, legal representatives, administrators at office and assigns) of the ONE PART.

**IN FAVOUR OF:-**

**Sri. SANDEEP.K.H**

S/o Sri. HIRIYANNAIAH

Aged about 35 Years

Residing at: No.44 M.I.G Hudco 1st, Hebbal 2nd Stage,

Lakshmikantha Nagar, Mysore, Karnataka 570017

**(Adhar No. 8697 7537 4467)**

**(Pan No. CBEPS6929M)**

Hereinafter referred to as the “**PURCHASER”** (Which expression wherever the context permits to shall mean and include her respective legal heirs, executors, successors-in-interest, legal representatives, administrators at office and assigns) of the OTHER PART.

WHEREAS the **VENDORS** is the absolute owner and in peaceful possession of residential vacant **Site No.10 (Ten),** Khatha No: **MUDA/KHATA/22782/18-19**, Dated: **27-07-2018**, as per the Layout plan approved by the Town Planning Authority of MUDA, Mysore, in the new Layout called as **“OM SAI ENCALVE”** Converted Survey No: 55/5, 55/6, 55/7, 55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 totally measuring 4 Acre 39 Guntas and 05 guntas kharab land situated at Kergalli Village adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District, measuring East to West **15.24 meter**, North to South **9.14 meter**, totally measuring **139.29 Square meter (1500 sqft)** hereafter referred to as the **SCHEDULE PROPERTY**.

Whereas the schedule property is one among the other properties which are jointly included in the new Layout called “**OM SAI ENCLAVE**” as detailed below:

Whereas Sy.No.55/5 originally belongs to Sri.Chikkamallappa who executed registered sale deed in favour of Sri.Basaiah and Sri.Dyavegowda, Vide Doc.No.2395/1953-54, Book-I, Volume1994, Pages 238 to 242, dated 21.07.1953 in the office of the Sub-registrar Mysore. Whereas Sri.BasaveGowda and his children Basavaiah, Devaiah and Gowramma entered into the unregistered panchayathparikath for their joint family properties in the year 1993, under which Smt.Gowramma was allotted the Old Sy.No.55, new Sy.No.55/5

measuring to an extent of 14 Guntas as her respective share and was put in peaceful possession. Whereas Smt.Gowramma executed registered sale deed infavour of Sri.M.N.Devaiah vide document No.1340/1999-2000, Book-I, CD No.MYWD1806, Pages 9 to 12, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.M.N.Devaiah executed registered sale deed in favour of Sri.B.J.Vikram, document No.10897/2013-14, Book-I, CD NO.MYWD24, dated 13.03.2014 in the office of the Sub-registrar, Mysore West.

Whereas Sy.No.55/6 originally belongs to Sri.Basappa who executed the registered sale deed in favour Smt.T.R.Nagarathna, vide document No.1472/1999-2000, Book-I, Volume 1808, Pages 8 to 10, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. An extent 14 guntas. Later on Smt.T.R.Nagarathna executed registered sale deed in favour of the Smt.J.Yashodamma, vide document No.20631/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North.

Whereas Sy.No.55/7 originally belongs to Smt.Gayathri who executed the registered sale deed in favour Smt.Yashodamma, vide document No.1303/1999-2000, Book-I, Volume 1802, Pages 175 to 178, dated 02.06.1999 in the office of the Sub-registrar, Mysore North, in respect of Sy.No.55/7 measuring to an extent of 2 Guntas.

Whereas Sy.No.55/8 originally belongs to Sri.Lingappa who executed the registered sale deed in favour Sri.T.R.Ravishankar, vide document No.1473/1999-2000, Book-I, Volume 1809, Pages 31 to 33, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.T.R.Ravishankar executed registered sale deed in favour of the Smt.J.Yashodamma, vide document No.20638/2011-12, Book-I, CD No. MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/8 measuring to an extent of 14 Guntas.

Whereas Sy.No.55/9 originally belongs to Smt. Yashoda who executed the registered sale deed in favour Sri.P.Narashimhalu, vide document No.1281/1999-2000, Book-I, Volume 1795, Pages 202 to 204, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.P.Narashimhalu executed registered sale deed in favour of Sri.B.J.Manu, vide document No.20636/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/9 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).215/2001-02, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/10 originally belongs to Sri.B.Papanna who executed the registered sale deed in favour Sri.K.Chandrashekar, vide document No.1338/1999-2000, Book-I, Volume 1806, Pages 4 to 8, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.K.Chandrashekar executed registered sale deed in favour of the Sri.B.J.Vikram, vide document No.20642/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/10 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).213 and 218/2001-02, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/11 originally belongs to Sri.D.Devanna and Basavegowda who executed the registered sale deed in favour Smt.M.D.Mamatha, vide document No.1341 /1999-2000, Book-I, Volume 1795, Pages 229 to 231, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. In respect of Sy.No.55/11 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).211/2002-03, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/12 originally belongs to Sri.Papanna and others who executed the registered sale deed in favour Smt.J.Yashodamma, vide document No.1282/1999-2000, Book-I, Volume 1796, Pages 186 to 188, dated 02.06.1999 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/12 measuring to an extent of 14 Guntas. The said Sy Nos.55/6,55/7,55/8, 55/12 property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1)217; 219; 216 & 214/2001-02, all dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/13 originally belongs to Sri. Lingappa and Others, who executed the registered sale deed in favour Smt. Savithri, vide document No.1288/1999-2000, Book-I, Volume 1796, Pages 189 to 191, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. An extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).212/2002-03, dated: 03.07.2002/18.8.2004, later Smt. Savithri executed registered sale deed in favour Sri. B.J.Manu, vide document No.11460/2013-14 of Book-I, C.D.No.MYWD-26 dated 27-3-2014 in the office of the Sub-registrar, Mysore West.

Whereas Sy.No.55/14 originally belongs to Sri.Basavaiah & Sri.Devaiah who executed the registered sale deed in favour Sri.S.JagannathSetty, vide document No.1277/1999-2000, Book-I, Volume 1795, Pages 199 to 201, dated 02.06.1999 in the office of the Sub-registrar, Mysore North measuring to an extent of 2 Acre 05 Guntas excluding 5 Guntas of Kharab Land. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN(1)210/2001-02, dated 02.07.2002/ 18.08.2004 and Sri.S.JagannathSetty, who executed the registered Gift deed in favour his son Sri.B.J.Manu, vide document No.13953/2006-07, Book-I, Cd No. MYND106 dated 09.08.2006 in the office of the Sub-registrar, Mysore North an extent of 1 Acre. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide Conversion order No.ALN(1)210/2001-02, dated 02.02.2002/18.08.2004 and Sri.S.JagannathSetty who executed the registered Gift deed in favour his son Sri.B.J.Vikram, vide document No.13957/2006-07, Book-I, Cd No.MYND106 dated 09.08.2006 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/14 measuring to an extent of 1 Acre, vide Conversion order No.ALN(1)210/2001-02, dated 01.07.2002/18.08.2004.

Whereas the Town Planning Authority of MUDA, Mysore have given orders to the above proposed layout dated 29-12-2005 and 26.12.2006 developed the layout as per directions and guidelines of MUDA., and also obtained modified layout plan on 8-12-2015 (57/2015-16) and obtained C.D.Report from MUDA., on 18-4-2017 total sites of 23 and khatha has been released by MUDA, dated:27-7-2018 and paid property tax to MUDA, whereas the **VENDORS** have got all the rights to alienate/sell the property individually and to form layout as per the approved plan.

Whereas the **VENDORS** is an absolute owner since from the date of acquisition of the SCHEDULE PROPERTY and VENDORS has been in peaceful possession and enjoyment of the same by exercising all rights of ownership therein without any obstruction or interface from anybody whatsoever nature. The property being self-acquired by VENDORS and the Khata of the said property has been duly registered in the name of the VENDORS in Mysuru Urban Development Authority (MUDA) Mysore.

Whereas the **PURCHASER** herein has gone through the title deeds and right of **VENDORS** over the schedule property and being satisfied of the marketable title. PURCHASER has approached the VENDORS and being desirous of purchasing the residential vacant **Site No. 10 (Ten) “Om Sai Enclave”** layout situated at KergalliVillage adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District, measuring **East to West 15.24 meter**, **North to South 9.14 meter**, totally measuring **139.29 Square meter(1500 sqft).**

Whereas the **VENDORS** offered to sell the said schedule property for a total sale consideration amount of **Rs.37,50,000/- (Rupees Thirty Seven Lakh and Fifty Thousand Only)** free from allencumbrancesand whereas the **PURCHASER** has agreed and come forward to buy the schedule property for the aforesaid sale consideration amount. Hence, this Deed of Absolute Sale.

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

In pursuance of the above common intention and in consideration of the sale amount, The **PURCHASER** has paid the entire sale consideration amount of **Rs. 37, 50,000/-** **(Thirty Seven Lakh and Fifty Thousand Only)** to the **VENDORS** herein, in presence of the following attesting witnesses in the below mentioned manner:

1. PURCHASER paid advance amount of **Rs.3,00,000/- (Rupees Three Lakh Only)** to VENDORS through RTGS vide reference No. **IRO0410593** dated: 02-12-2020.
2. The purchaser has availed a loan facility of **Rs. 34, 50,000/- (Thirty Four lakh Fifty Thousand Only)** by the Bankers Cheque bearing No. **402738** dated **18-01-2021** drawn on State Bank of India RASMECC Mysore in favour of vendors.

And whereas, the VENDORS hereby acknowledges the receipt of the same and further declares That there are no dues whatsoever from the PURCHASER, and put the possession of the schedule property in favour of the PURCHASER.

The VENDORS hereby grants, transfers, assigns, convey, sell, transfer the schedule mentioned property to the PURCHASER by way of ABSOLUTE SALE and the PURCHASER “TO HAVE AND TO HOLD” the said property forever as absolute owner. VENDORS herein assure unto and to the use of said PURCHASER free from all encumbrances and all original documents and evidence of title now in possession of the VENDORS.

The VENDORS covenant with the PURCHASER that, notwithstanding any acts, deeds and things hereto before done, executed or knowingly suffered to the contrary, that the VENDORS is now fully seized and possessed of the schedule mentioned property free from all encumbrances, charges, court attachment, any civil, criminal disputes and defects in the title of the property. VENDORS have got absolute authority and power to sell the same to the PURCHASER.

The VENDORS assures the PURCHASER that schedule property is his absolute property and that except him no other members of his family or whomsoever has got any manner of claim, right, title or interest over the same.

The VENDORS covenant with the PURCHASER that the VENDORS shall at the request and cost of the PURCHASER do execute or cause to be done or executed all lawful acts, deeds and things for more perfectly assuring title of the schedule mentioned property sold to the PURCHASER according to the true intent and meaning of this Sale Deed.

The VENDORS hereby ratify and confirm the PURCHASER that all the records in respect of the schedule property available with VENDORS are perfect and intact as on today. The VENDORS undertakes to indemnify the PURCHASER against all losses/damages/claims that may be caused to the PURCHASER for the reason of want of title on the part of the VENDORS to sell the same to the PURCHASER and / or for reasons of defects if any in title in the property sold to the PURCHASER.

The VENDORS has this day handed over all the original documents of title in relation to the SCHEDULE PROPERTY to the PURCHASER and the PURCHASER acknowledges having received the same.

The VENDORS further covenant with the PURCHASER that the PURCHASER shall henceforth be entitled to peacefully and quietly hold, possess and enjoy the SCHEDULE PROPERTY as its absolute owner without any claims, hindrance, interruption or demand and whatsoever from the VENDORS or any other person claiming through under this Sale Deed.

The VENDORS has no objection for the PURCHASER in getting the KHATA of the SCHEDULE PROPERTY transferred and made out in the name of the PURCHASER in the concerned MUDA records or in any other Local Authorities.

The VENDORS covenant with the PURCHASER that VENDORS has not offered for sale, created any lien/charge or entered into any sale transaction in respect of the SCHDULE PROPERTY thereof with any third parties.

The expenses incurred towards stamp duty and registration charges shall be borne and paid by the PURCHASER.

**SCHEDULE PROPERTY**

All that piece and parcel of residential vacant **Site No. 10 (Ten), “Om Sai Enclave”** layout situated at KergalliVillage adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District. Khatha No. **MUDA/KHATA/22782/18-19**, Dated: 27-07-2018. As per site / layout plan approved by the Town Planning Authority of MUDA, Mysore, and dated: 08-12-2015**.** Layout **“Om Sai Enclave”** developedjointly including Survey Nos. 55/5**,** 55/6, 55/7, 55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 total measuring 4 Acre 39 Guntas and 05 guntas kharab land. Whereas **Site No. 10 (Ten)** measuring **East to West : 15.24 meter**, **North to South : 9.14 meter**, totally measuring **139.29 Square meter(1500 sqft)** bounded by:-

|  |  |
| --- | --- |
| **North** | **Site No. 9** |
| **South** | **Site No. 11** |
| **East** | **Road** |
| **West** | **Site No 19** |

**In witnesses whereof** the **VENDORS** and **PURCHASER** have affixed their signatures to this Sale Deed hereunder in the presence of witnesses at Mysore on the day, month and year above written before the following witnesses.

**WITNESSES:**

**1)**

**1) S.JAGANNATH SETTY,**

**2) J.YASHODAMMA**

**3) B.J.MANU,**

**4) B.J.VIKRAM,**

**5) M.D.Mamatha.**

2) 1 Self & 2 to 5 are represented by their GPA holder

**S. Jagannath Setty**

**V E N D O R S**

**(Sandeep K.H)**

**P U R C H A S E R**

**Drafted by:**

**NAVEEN A.S**

ADVOCATE, No.KAR/1124/2008

Vijayanagara

BANGALORE-560040