ABSOLUTE SALE DEED Site No. 01

THIS DEED OF SALE is made and executed on this 14th day of July, Two Thousand and Twenty Two. (14-07-2022) at Mysuru, by and between -----

BY AND BETWEEN:-

“M/s RISHABH VENTURES”

(PAN:-AANFR4663F)

Having its office at No.135, Gandhi Towers, 2nd Floor, Ramavilas Road, Mysore.

SMT.SWETHA S R W/O MADHU S P (PARTNER)

AS PER THE RESOLUATION OF RISHABH VENTURES FOR THE OPERATION

OF REGISTRATION OF SALE DEED PROCESS.

Represented by its Partner and Authorized Signatory:-

1. Sri. S.P. MADHU S/O PARAMASHIVAIAH, (PARTNER) (Aadhar No :- 3187 2640 4380)

Hereinafter referred to as the VENDORS, which term shall mean include their legal representatives, successors, executors, administrations and assigns, etc of the ONE PART:

###### AND

Mr. MAHADEVU (PAN:- BHYPM5147A, Aadhaar No:-5895 0095 9934), S/o. Bommegowda, aged about 48 years, Residing at #79, 2nd Cross, 1st Stage Mysore-570016. hereinafter referred to as the “PURCHASER” which expression shall unless repugnant to the context mean and includes his/her heirs, successors, assigns, executors, administrators, and representatives -in-interest of the OTHER PART:

Whereas, the Vendor is the absolute Owner and in possession of Residential Site Bearing No 01, Measuring East to West: (12.85+12.02)/2 mtrs. & North to South: (22.35+21.60)/2 mtrs. in all 273.25 sq.mtrs, of vacant site only. formed and duly converted for the non-agricultural residential use passed by the Deputy Commissioner, Mysore and the Layout Plan has been duly approved by the DTCPA, Mysore, within the administrative jurisdiction of Mallahalli (Beerihundi) Village Panchayath Survey No 79 an extent of Acre 1-21 Guntas situated at Kumarabeedu Village, Yelawala Hobli, Mysuru Taluk & Survey No. 4/2 an extent of 0-27 Guntas situated at Mallahalli (Beerihundi) Village, Jayapura Hobli, Mysuru Taluk totally measuring Acres 2-08 Guntas (Two Acres Eight Guntas) and Form No. 9 & 11A, Property No.654/1/1, Unique No:- 152200427135021044,

THE TITLE TO THE SCHEDULE PROPERTY, IS AS FOLLOWS :-

Whereas agricultural land bearing **Survey No. 4/2** an extent of **0-27 Guntas,** situated at **Mallahalli (Beerihundi) Village,** Jayapura Hobli, Mysuru Taluk which was ancestral property of **Smt. Bhagyamma** & others and khata was stands in the name of Smt. Bhagyamma at revenue authorities of Mysore Taluk, Tahshildar office vide M.R.No.1/2011-12 vide khata No. 10.

The above said land was purchased by **Sri. Rajanna** from Smt. Bhagyamma & others on 23-10-2013 and the said Sale Deed has been registered in the office of the Sub-Registrar, **Mysore West,** Mysore as document No. MYW-1-**05735**/2013-14 of Book-1 stored at C.D.No. MYWD-17 dated 23-10-2013 and khata was transferred in the name of **Sri. Rajanna** at revenue authorities of Mysore Taluk, Tahshildar office vide M.R.H10/2013-2014 vide khata No. 10.

The above said 0-27 Guntas of agricultural land property was alienated from agricultural purpose to residential purpose passed by The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(3)CR.70/2014-15 dated 05-03-2015.

The above said **0-27 Guntas** alienated land property was purchased by **RISHABH VENTURES,** a partnership firm,represented by its Partners **(1)Sri.U.P.SHASHIDHAR, & (2) Sri.MADHU.S.P.** from Sri. Rajanna & others on 05-05-2015 and the said Sale Deed has been registered in the office of the Sub-Registrar, **Mysore West,** Mysore as document No. MYW-1-**01003**/ 2015-16 of Book-1 stored at C.D.No. MYWD-47 dated 05-05-2015.

Whereas agricultural land bearing **Survey No. 79** an extent of **Acre 1-21 Guntas,** situated at **Kumarabeedu Village,** Yelawala Hobli, Mysuru Taluk which was ancestral property of **Sri.Govindachari** **& others** and khata was stands in the name of **Sri.Govindachari** at revenue authorities of Mysore Taluk, Tahshildar office vide M.R.No.1/2011-12 vide khata No.78.

The above said Acre 1-21 Guntas of agricultural land property was alienated from agricultural purpose to residential purpose passed by The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(1)CR.150/2013-14 dated 21-10-2014.

The above said **Acre 1-21 Guntas** alienated land property was purchased by **RISHABH VENTURES,** a partnership firm,represented by its Partners **(1) Sri.U.P.SHASHIDHAR, & (2) Sri.MADHU.S.P.** from Sri.Govindachari & others on 27-08-2015 and the said Sale Deed has been registered in the office of the Sub-Registrar, **Mysore West,** Mysore as document No. **MYW-1-04866**/ **2015-16** of Book-1 stored at C.D.No. MYWD-52 dated 27-08-2015. The Layout Plan approved by The Assistant Director, District Town & Country Planning Authority (DTCPA), Mysore, Vide No. Na.Gra.Yo.Sa.Ni.Mai/Na.Yo(2)/ Vi.Ne.A/97/512/2018-19 dated 25-08-2018.

Whereas the Vendors have executed the Deed of Relinquishment in favour of the Government of Karnataka on 23-11-2018 and the same has been registered in the Office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-08675/2018-19 of Book-1 stored at C.D.No. MYWD115 dated 23-11-2018 to relinquish Roads and park space in favour of the concerned authorities.

Whereas development and formation of the layout in the above said lands with all civic amenities.

Whereas the Mallahalli (Beerihundi) Village Panchayath, Mysuru Taluk has released the sites in the CD Report.

Whereas RISHABH VENTURES, a partnership firm, represented by its Partners (1)Smt.SWETHA S R, & (2) Sri.MADHU.S.P. have also obtained the Khatha for the individual sites from the Mallahalli (Beerihundi) Village Panchayath, Mysuru Taluk and paid upto date site tax to the concerned authority.

Now the Vendors are having full right, title and interest in the schedule property and the Vendors are entitled to dispose of the Schedule property in any manner as they may choose, it was the self acquired property of the Vendors.

The Vendors have agreed to sell the schedule property to the Purchaser, for their necessities for the consideration mentioned hereunder and the Purchaser has agreed to purchase the schedule property for the consideration hereunder.

NOW THIS DEED WITNESSETH AS UNDER:

1. ABSOLUTE SALE :

That the Vendors assured the Purchaser that, they have absolute right to sell the schedule property to the Purchaser and the Vendors do hereby grant, transfer, assign and convey the schedule property to the Purchaser by **‘ABSOLUTE SALE’** together with all the things permanently attached thereto or standing thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the schedule property.

1. CONSIDERATION :

The vendor received the entire sale consideration of **Rs. 17,00,000/- (Rupees Seventeen Lakh Thousand Only)** received by the vendor from the Purchaser in the following manner :-

* A sum of Rs.7,00,000/- (Rupees Seven Lakhs Only) from the purchaser through Bank Transfer. Dated On 14-05-2019. Draw On Vijaya bank (Now Bank Of Baroda), MUDA Branch, Mysuru.
* A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) from the purchaser through Bank Transfer. Dated On 14-07-2019. in favor of Vendors towards full and Final Settlement of the total amount of Consideration for the sale of Schedule Property. That in consideration of payment of the entire sale consideration of Rs.17,00,000/- (Rupees Seventeen Lakh Only) made.

1. **MARKETABLE TITLE:**

That the Vendors assures the Purchaser that, they have good, subsisting and marketable title in the schedule property and thereby

has right to transfer the same and to give possession. Further, the Vendors assure to the Purchaser that, the schedule property is free from all encumbrances, lispendences, court attachments, notice of acquisitions, fraudulent transfer, minor claims, etc.,

1. **TITLE FOREVER :**

That the Vendors grants to the Purchaser **‘TO HAVE AND TO HOLD’** the Schedule property for the use of the Purchaser absolutely and forever together with writings and other evidences of title.

1. **OUTGOING:**

That the Vendors assure to the Purchaser that, the amount due to any Government or Semi Government or other statutory bodies in the form of taxes, rates, cesses, etc. are duly paid till this date. By oversight, if any of the dues payable to aforesaid bodies are not paid till this date, the Vendors assure to the Purchaser that they are liable for such payment(s).

1. **DELIVERY OF DOCUMENTS:**

That the Vendors on the date of registration of this Sale deed, have delivered all the copies of the mother deed to the Purchaser. The Purchaser hereby acknowledges the receipt of the same.

1. **VACANT POSSESSION:**

That the Vendors on the date of registration of this Deed of Sale have delivered actual physical peaceful vacant possession of the schedule property to the Purchaser and hereinafter at all times, the Purchaser as full and absolute owner thereof peaceably and quietly hold, possess and enjoy the schedule property without any interruption, hindrance, claim or demand whatsoever from the Vendors or any person claiming through or under them.

1. **INDEMNITY:**

That further more, Vendors assure to indemnify and keep indemnified the Purchaser against losses, damage, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendors any breach of covenants hereunder contained.

1. **LAWFUL ACTS :**

That the Vendors shall at the request and cost of the Purchaser do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule property in the manner aforesaid according to the true intent and meaning of this deed.

1. **KATHA TRANSFER :**

That the Vendors has “**No Objection”** for the Khatha of the schedule property being transferred in the name of the Purchaser in the records of competent Authority.

1. **STAMP DUTY AND REGISTRATION EXPENSES :**

That the stamp duty and registration expenses for the registration of this Deed of Sale, are borne by the Purchaser.

SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL of the Residential Property bearing Site No. 01 as per Form No. 9 & 11A, Property No.654/1/1, Unique No:- 152200427135021044, in the Layout formed in Survey No. 79 an extent of Acre 1-21 Guntas situated at Kumarabeedu Village, Yelawala Hobli, Mysuru Taluk & Survey No. 4/2 an extent of 0-27 Guntas situated at Mallahalli (Beerihundi) Village, Jayapura Hobli, Mysuru Taluk totally measuring Acres 2-08 Guntas (Two Acres Eight Guntas) and duly converted for the non-agricultural residential use passed by the Deputy Commissioner, Mysore and the Layout Plan has been duly approved by the DTCPA, Mysore, within the administrative jurisdiction of Mallahalli (Beerihundi) Village Panchayath and bounded as follows:-

East by : Sy No. 4/3,

West by : Site No. 02,

North by : 9.00 Mtrs Road,

South by : Sy No. 03.

**Measuring East to West: (12.85+12.02)/2 mtrs. & North to South: (22.35+21.60)/2 mtrs. in all 273.25 sq.mtrs. of Vacant site only.**

In witnesses whereof, the Vendors and the Purchaser have affixed their signatures to this Deed of Sale at Mysore on the day, month and year first above mentioned.

**Witnesses :-**



**VENDORS**

**2)**

**Purchaser**