ABSOLUTE SALE DEED Site No 15/B

This Deed of Sale of the Scheduled property is made on this 29th day of October, Two Thousand and Twenty One (29/10/2021) by and between ---

Sri. SHARATH H. G. (Aadhar No.292366728696) aged about 43 years, S/o. Mr. Gopinath H S residing at #274, Temple Tree, D Block, 1st Main, 3rd Stage, Vijayanagar, Mysore.-570017 hereinafter collectively referred to as the Vendor; which expression shall mean and include wherever the context so requires or admits his legal heirs, survivors, legal representatives, successors, administrators executors, agents and assigns of the one part.

IN FAVOUR OF

Sri. S.P. RAVIKUMAR (Aadhar Card No.995931643509) aged about 58 years, S/o. Sri. S.P. Puttaninge Gowda, residing at Salekoppalu Grama K R Nagar Taluk, Hosuru Mysore - 571617, hereinafter called and referred to as the “PURCHASER”, which expression shall mean and include wherever the context so requires or admits his/her heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas the schedule mentioned residential property bearing Site No. 15 being formed by Sri. Durgesh J situated at Madagalli Village, Yelawala Hobli, Mysore Taluk in Sy No. 20/1, 20/2 & 20/3 duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(1)147/2005-06 dated 03-07-2007 morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”.

Whereas the agricultural landed property bearing Sy No. 20/1 an extent of 0-31 Guntas, Sy No. 20/2 an extent of 0-37 Guntas & Sy No. 20/3B an extent of 0-12 guntas was stands in the name of Sri.Doddathammaiah by virtue of sale deed dated 10-03-1977. Due to demise of Sri.Doddathammaiah khata was transferred in favour of his children i.e., Nanjundachari, Chikkannachari and Shivannachari.

Whereas Nanjundachari, Chikkannachari and Shivannachari and others sold the said property in favour of Sri.Rudolph Mascarenhas on

04-10-1995 and the sale deed registered in office of the Sub-Registrar, Mysore North, Mysore as document No. 3059 of Book I stored at Volume 1424 at pages 69-73 dated 05-10-1995 and the khata was

transferred in favor of Sri.Rudolph Mascarenhas by the revenue authorities of Mysore Taluk and paid tax to the concerned authorities.

Whereas the said property was purchased by Sri. J.Durgesh from Sri.Rudolph Mascarenhas on 12-09-1998 and the sale deed registered in office of the Sub-Registrar, Mysore North, Mysore as document No. 2483 of Book I stored at Volume 1707 at pages 20-23 and the khata was transferred in favour of Sri.J.Durgesh by the revenue authorities of Mysore Taluk.

And the said agricultural property was alienated from agricultural purpose to residential purpose as per the application submitted by the Sri Durgesh on 03-08-2005. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(2)C.R.76/05-06 dated 10-10-2005. Based on this report, the single window screening committee given direction to pay Rs.65,345/- as Alienation charges and Rs. 165/- as podi fee as per the directions, the applicant has remitted the above sum through Challan No. B102 dated 24-02-2006. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(1)147/2005-06 dated 23-07-2007. And WHEREAS the Sri Durgesh executed the deed of relinquishment in

favour of Governor of Karnataka on 08-06-2016 and the same has been registered in the Office of the Additional District Registrar, Mysore Urban Development Authority, Mysore as document No. MDA-1-00265-2016-17 of Book-1 to relinquish Roads and park space to the concerned authorities and have granted permission to Sri Durgesh to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc after obtaining a layout plan approval from Town Planning Authority, Mysore Urban Development Authority, Mysore vide ªÉÄÊ.£À.¥Áæ/£À.AiÉÆÃ/«£Áå¸/25/ 2016-17. and also obtained C.D. Report from MUDA on 23-08-2016 vide No. ªÉÄÊ.£À.¥Áæ /Pi.Bi/KABA /1119/2016&17. Correction C.D report from MUDA on 20.10.2020 vide No. ªÉÄÊ.£À.¥Áæ /Pi.Bi/KABA /1118/2021 & 22. & Correction C.D report from MUDA on 07.09.2021 vide No. ªÉÄÊ.£À.¥Áæ /Pi.Bi/KABA /1118/2021 & 22.

Whereas the said site bearing Site No. 15 was purchased by the vendor Sri.Sharath H G from Sri. Durgesh J on 29-10-2020 and the sale deed registered in office of the Sub-Registrar, Mysore West, as document No. MYW-1-06582-2020-21 of Book I stored at C.D No. MYWD659 dated 29-10-2020, rectification deed registered in office of the Sub-Registrar, Mysore West, as document No. MYW-1-06090/21-22 of Book I stored at CD No. MYWD792 dated 27.09.2021 and rectification deed registered in office of the Sub-Registrar, Mysore West, as document No. MYW-1-06433/21-22 of Book I stored at CD No. MYWD797 dated 04.10.2021. The khata of the said property was transferred in favor of the vendor by Mysore Urban Development Authority, and the vendor paid up to date site tax to the concerned authorities. The Vendor bifurcated the site into 15/A,15/B,A/C,15/D & 15/E vide No. MYNAPRA/NAYOSHA/NI.VI./86/2021-22 and obtain Khata in favour of the vendor by Mysore Urban development Authority vide No. dated Now the Vendor is having

full right, title and interest in the schedule property and the Vendor is entitled to dispose of the Schedule property in any manner.

And whereas, the Vendor is in need of funds in order to meet some of his legal necessities and has therefore decided to sell the schedule property to the purchasers for a valuable sale consideration of Rs. 25,20,000/- (Rupees Twenty Five Lakhs Twenty Thousand only) for which, the purchasers 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. 25,20,000/- (Rupees Twenty Five Lakhs Twenty thousand only) received by the vendor from the purchasers in the following manner :-

1. A sum of Rs.5,00,000/- (Rupees Five Lakh only) by way of cheque No.273158 dated 13.09.2021 drawn on SBI Bank.
2. The balance sale consideration of Rs.20,20,000/- (Rupees Twenty Lakh Twenty thousand only) by way of Cheque no.273163 dated 29/10/21, before undersigned witness at the time of Registration of this Sale Deed.

In the said manner that in consideration of payment of the entire sale consideration of Rs. 25,20,000/- (Rupees Twenty Five Lakhs Twenty thousand only) made by the purchasers 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 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 vendor. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by himself, their 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 shall 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 that he shall 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., also to develop the schedule property into residential layout, shall enjoy all the available resources like water, minerals, etc., and enjoy the benefits accrued in the schedule property.

The purchaser have also entitled to get the revenue 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 Residential Property bearing Site No. 15/B, measuring East to West (17.18+17.36)/2 & North to South 9.00 Mtrs, being formed by the Vendor at the Layout situated at Madagalli Village, Yelawala Hobli, Mysore Taluk in Sy No. 20/1, 20/2 & 20/3B duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(1)147/2005-06 dated 23-07-2007 and the Layout Plan has been duly approved by the Town Planning Authority, of MUDA, Mysore bounded as follows:-

### East by : Private Property,

### West by : Road,

### North by : Site No.15/A,

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### South by : Site No.15/C.

### Measuring **East to West : (17.18+17.36)/2 mtrs & North to South : 9.00 in all measuring 155.47 Sq. Mtrs.**

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 Vendor have 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

2.

PURCHASER