ABSOLUTE SALE DEED SITE NO. 11

This Deed of Sale of the Scheduled property is made on this 30th  day of September, Two Thousand Twenty Two (30-09-2022) by --

SRI. GANESH.M

S/o. Sri. Mallappa

Aged about 37 years,

Residing at No. EWS 165,

2nd Stage, KHB Colony,

Kuvempunagar, Mysore-570 023

(PAN: ARTPM1135E)

(AADHAAR: 4960 6415 7760)

hereinafter referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits his/her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

SMT. DEEPA.S

W/o. Sri. Naveen Kumar.S

aged about 34 Years

Residing at No.1, 3rd Cross,

8th Main, Near Kengeri Railway Station,

Apoorva Layout, Kengeri, Bangalore

South, Bangalore-560060.

(PAN No. AWUPD9294P)

(AADHAAR NO. 9839 8469 2016)

Hereinafter 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 Vendor is the absolute owner and in possession of residential property bearing Site No. 11, formed in the alienated lands for Residential purpose bearing Sy.No. 96/9, measuring 38 Guntas situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District Measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs., totally measuring 108.00 Sq.Mtrs Morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the scheduled property.

Whereas, Sri Lingegowda @ Annaiah S/o Late Ramegowda being the absolute owner in possessioin of the land bearing Sy No. 96/3, measuring 3 acres 01 guntas Dadadahalli Village, jayapura Hobli, Mysore Taluk and District has sold the same in favour of Sri Karishetty S/o Sri Beerashetty through a Registered Sale Deed dated 02/07/1973 and the same is registered as document No. 1783 at pages 187-188, Vol.477 of book 1, before the Sub-Registrar, Mysore Taluk. After purchase, the Khatha of the land bearing Sy No.96/3, measuring 3 acres 01 guntas was transferred to the name of Sri Karishetty and he was in possession of the said land until his death. After the death of the above said Karishetty, the Khatha of the land bearing Sy No. 96/3, measuring 3 acres 01 guntas was transferred to the name of his wife Smt. Chikkasiddamma through Mutation Proceedings bearing IHR No. 5/1991-92.

Further, on the representation of Smt. Chikkasiddamma W/o Late Karishetty, the khatha of the land bearing Sy No. 96/3, measuring 1 acre 21 guntas and land bearing Sy No. 96/3, measuring 1 acre 20 guntas was mutated in the name of Sri Beeraiah and Sri Mahadeva, sons of LateKarishetty respectively through Mutation Preceedings bearing No M.R No. 45/2000-01.

Whereas, Sri Mahadeva and his family members have old 22 guntas of land, out of 1 acre 20 guntas in Sy No. 96/3 which was in his name in favour of Smt. R. Chandrakala through a Registered Sale Deed dated 14/08/2003, registered as document No. 5733 at pages 161-165, Vol. 2676 of book 1, before the Sub-Registrar, Mysore-North, Mysore and has retained the remaining 38 guntas in Sy No.96/3 in his name.

Whereas, Sri Mahadeva S/o. Late Karishetty, Smt. Puttasiddamma S/o Sri Mahadeva, Sri Jayashankara S/o Sri Mahadeva, Shankara and Mamatha, minors represented by their natural guardian/ father Sri Mahadeva, Smt Jayamma d/o Late Karishetty and Smt Chikkasiddamma W/o Late Karishetty have jointly executed a Registered Sale Deed dated 17/09/2008 in favour of Sri Marisiddegoeda and the same is registered as document No. MYN-1-08250/2008-09 in C.D No MYND-181 of book 1, before the Sub-Registrar, Mysore-North,Mysore,

Thereby conveying the absolute right and title over the land bearing Sy No. 96/3, measuring 38 guntas of Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District. After purchase, the land bearing Sy No. 96/3, measuring 38 guntas of Sri Marisiddegowda was poded and assigned New Sy No. 96/9, measuring 38 guntas and the khatha of the said land was mutated in the name of Sri Marisiddegowda through Mutation Proceedings beaing M.R No. 13/2008-09.

On the representation and upon payment of the prscribed fees towards conversion and podr charges by Sri marisiddegowda, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum/ Alienation Order dated 10/01/2018 bearing No. MYSDC/ALN3/VAJA/630/2017 in favour of Sri Marisiddegowda, thereby permitting him to use tha land bearing Sy No. 96/9, marsuring 38 guntas of Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District from Agricultural purpose to Residential purpose.

Whereas, Sri Marisiddegowda along his wife Smt. Thopamma and children Sri Kempegowda, Sri Siddaramegowda and Smt. Premahave jointly executed a Registered Sale Deed dated 25/04/2019 in favour of Sri M.Manoj Shenoy and Sri.M.S. Sandeep i.e. the Vendors herein and the same is registered as document No. MYW-1-00635/2019-20 in C.D.No MYWD-188 of book 1, before the Sub-Registrar, Mysore-West,Mysore, thereby the conveying the absolute right and title over the converted land for Residential purpose bearing Sy No.96/9, measuring 38 guntas of Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District.

Whereas, Sri.M.Manoj Shenoy and Sri.M.S.Sandeep have jointly executed a Registered Deed Of Relinquishment dated 16/10-2019 in favour of the Governor, Government of Karnataka, represented by the Commissioner, MUDA, Mysore and the same is registered as document No. MDA-1-00913-2019-220 in C.D No. MDAD-233 of book 1, before the Additional District Registrar, MUDA, Mysuru, thereby relinquishing their right over the public utility spaces such as Roads, Parks, C.A. sites etc. Further, the MUDA, Mysore has issued a letter dated 23/10/2019 with respect to the Approval of Provisional residential Layout Plan Along with the Provisional residential Layout Plan dated 23/10/2019 in favour of Sri.M.Manoj Shenoy and Sri.M.S.Sandeep. The MUDA, Mysore has issued the Work Order date 20/12/2019 in favour of Sri.M.Manoj Shenoy and Sri.M.S.Sandeep.

Whereas, Sri.M.Manoj Shenoy and Sri.M.S.Sandeep have jointly entered into a Registered Sale Agreement dated 24/12/2020 with Sri Akshay Kumar i.e., the Confirming Party herein and the same is registered on 28/12/2020 as document No. MYW-1-09322/2020-21 in C.D.No MYWD-610 of book 1, before the Sub-Registrar, Mysore-West,Mysore, thereby expressinf their intention to sell all the 14 sites formed.In the alienated land for Residential purpose Sy No.96/9, measuring 38 guntas of Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District.

Further the MUDA Mysore has issued the approved Final Residential layout Plan along with the Correct Dimension Report

dated 28-01-2021 in favour of Sri.M.Manoj Shenoy and Sri.M.S.Sandeep with respect to the layout formed in the alienated land for residential purpose bearing Sy No.96/9, measuring 38 guntas of Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District. Whereas the MUDA Mysore has issued the Site Khatha and Tax Certificate dated 06-02-2021 in favour of Sri.M.Manoj Shenoy and Sri.M.S.Sandeep.

Whereas, the scheduled property was purchased by the Vendor Sri.Ganesh.M from Sri. M.Manoj Shenoy, Sri. M.S.Sandeep and Sri. Akshay Kumar (Confirming Party) Via Sale Deed and same has been registered at the office of the Sub-Registrar Mysore West Mysore as document No. MYW-1-12385/2020-21 of Book I stored at C.D.No.MYWD-657 dated on 01-03-2021 and the vendor registered the khata in his favour by MUDA on 03-04-2021 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-41749/20-21 And paid upto date tax to the concerned authorities. The scheduled property is the self acquired property of the vendor.

And whereas, since from the date of registration of the 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 Vendor is the absolute owner of the schedule property and has no fetters what so ever to sell it.

The Vendor 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 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.11,00,000/- (Rupees Eleven Lakhs 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

1. ABSOLUTE SALE :

That the Vendor assured the Purchaser that, he has absolute right to sell the schedule property to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the schedule property to the Purchaser by ‘ABSOLUTE SALE’ together 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 :

In pursuance of the entire sale consideration of Rs.11,00,000/- (Rupees Eleven Lakhs Only) received by the vendor from the purchasers in the following manner:-

1. A sum of Rs.50,000/- (Rupees Fifty Thousand only) received by way of IMPS vide ref No. 000496909533 dated 24-09-2022,
2. A sum of Rs.50,000/- (Rupees Fifty Thousand only) received by way of IMPS vide ref No. 000497712926 dated 26-09-2022 as an advance.
3. A sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) received by way of DD No. 008038 dated 21-09-2022 drawn on IDBI Bank Ltd, Vishwamanava Double Road Branch, Saraswathipuram, Kuvempunagar, Mysore.
4. **MARKETABLE TITLE:**

That the Vendor assures the Purchaser that, he has good, subsisting and marketable title in the schedule property and thereby has right to transfer the same and to give possession. Further, the Vendor 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 Vendor 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 Vendor 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 Vendor assure to the Purchaser that he is liable for such payment(s).

1. **DELIVERY OF DOCUMENTS:**

That the Vendor on the date of registration of this Sale deed, has 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 Vendor on the date of registration of this Deed of Sale has 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 Vendor or any person claiming through or under them.

1. **INDEMNITY:**

That furthermore, Vendor 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 Vendor any breach of covenants hereunder contained.

1. **LAWFUL ACTS :**

That the Vendor 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. **KHATHA TRANSFER**

That, the vendor has no objection for the khatha of the schedule property being transferred and registered 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 residential property bearing Site No. 11, formed in the alienated lands for Residential purpose bearing Sy.No. 96/9, measuring 38 Guntas situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and District Measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs., totally measuring 108.00 Sq.Mtrs and bounded by:-

### East by : Road

### West by : Site No. 08

### North by : Site No. 10

### South by : Site No. 12

Measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs., totally measuring 108.00 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 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.

(Sri. GANESH.M)

(VENDOR)

2.

(Smt.DEEPA.S)

PURCHASER