**ABSOLUTE SALE DEED**

This **ABSOLUTE SALE DEED** is made in Mysore on this 27th February Two Thousand and Twenty-Three (27/02/2023)

BETWEEN:

1. **Sri.Ranjan.M.K,**

S/O Kotegowda,

Aged about 37 years,

No:922,2nd “E” Cross,

HRBR Layout,Kalyan Nagar,

Bangalore-560043,

PAN NO:CGMPR1528Q

(Aadhaar card No:6139- 4548-2581)

1. **Sri. Sharath.S**,

S/o Late Srinivas,

Aged about 33 years ,

No:12,1ST Cross,Karekallu

Kamakshipalaya,Bangalore North,

Banagalore-560079

PAN NO:JOJPS5787C

(Aadhaar card No:9134-7562-1934)

Herein after together called as **“THE FIRST PARTY”** which expression shall unless repugnant to the context mean and include his heirs, legal representatives, administrators, executors and assigns of the One Part:

AND

**Sri. SHARATH KUMAR M K**

S/o Kotegowda M B, Aged about 34 Years,

Residing at V P Road, Mirle Grama, K R Nagara Taluk,

Mirle, Mysore – 571603.

(AADHAAR NO: 540647911498, PAN NO: DECPK5568E)

Herein after called as the **PURCHASER**/**THE SECOND PARTY** unless repugnant to the context mean and include their successors-in-interest and assigns of the Other Part:

INTERPRETATION:

In the interpretation the words and expression shall have the following meanings unless excluded by the subject to the context.

1. Words imparting masculine gender shall also include the feminine gender.
2. Words imparting the singular shall also include the plural and vice-versa.

TITLE TO THE SCHEDULE A PROPERTY:

1. Land bearing Survey No:80/1:

Whereas the schedule property bearing survey No: 80 ,initially measured 5 Acre excluding 19 Guntas Karab land was originally granted to One Chakranarasaiah as per order dated:10.06.1939. The said Chakranarasaiah has sold 1 Acre 10 Guntas out of 5 Acre excluding 19 Guntas Karab land to one Marigowda S/O Ninge gowda through registered sale Deed dated : 02.05.1973,which was registered as Document No:961/73-74, at sub-Registrar office,Mysore Taluk and later Marigowda S/O Ninge gowda has sold 1 Acre 10 Guntas to one Jogaiah @ Kullegowda through registered sale Deed Dated:25.01.1978, which was registered as Document No:1133,Vol:579 ,Page:188-190, at sub-Registrar office,Mysore Taluk and the land was podded and new survey No:80/1 was given .Later Jogaiah @ Kullegowda has sold this 1 Acre 10 Guntas in survey No:80/1 to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :16.05.1997, which was registered as Document No:908,Vol. 1578,Page 32-35,Book-I, at sub-Registrar office,Mysore North.That the P.L.Vishwanath S/O C.Lingaiah has executed Release Deed Dated:19.02.2000 in favour of his brother L.Basavaraju S/O C.Lingaiah ,which is registered as Document No:6342 ,Vol:1888 ,Page:39-42,Book-1 at Sub-Registrar office,Mysore North.Further L.Basavaraju S/O C.Lingaiah has executed Gift Deed dated:06.08.2012 in favour of his son B.Roithkumar S/o L.Basavaraju,which is registered as Document No:MYN-1-12987-2012-2013,CD No:MYND334 .Hence the B.Rohithkumar S/o L.Basavaraju are the present land owner of the “A “Schedule property bearing survey No: 80/1.The said is converted to residential purpose and Necessary layout plan is obtained from Rural Town Planning Department.

1. Land bearing Survey No:80/2:

Whereas the schedule property bearing survey No: 80 ,initially measured 5 Acre excluding 19 Guntas Karab land was originally granted to One Chakranarasaiah as per order dated:10.06.1939.Later one Hanumanthaiah @Chikkahidaiah,S/O Chakkara doddaiahana Narasaiah has sold 1 Acre 10 Guntas out of 5 Acre excluding 19 Guntas Karab land to one Doddathammegowda S/O Joggegowda@Parvathegowda through sale Deed dated:15.04.1974,Document No:182,Vol:492,page:84-86 at Sub-Registrar office,Mysore Taluk.

Later Doddathammegowda S/O Joggegowda @ Parvathegowda has sold to Puttaswamygowda S/O Bettegowda through registered sale Deed Dated:30.01.1989 ,which is registered as Document No:1151/1988-89,Vol:774,Page:116-118 at Sub-Registrar office, Mysore Taluk.Later the land was podded and new survey No:80/2 is given.Later Puttaswamygowda S/O Bettegowda has sold to Manjualla W/O M.Seetharamu through registered sale Deed Dated:20.06.1997 ,which is registered as Document No:1797/1997-99,Vol:1585,Page:206-209 at Sub-Registrar office,Mysore North. Later Manjualla W/O M.Seetharamu has sold her 1 Acre 10 Guntas in survey No:80/2 to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :16.10.1999, which was registered as Document No:3682,Vol. 1844,Page 4-8,Book-I, at sub-Registrar office,Mysore North. That the P.L.Vishwanath S/O C.Lingaiah has executed Release Deed Dated: 19.02.2000 in favour of his brother L.Basavaraju S/O C.Lingaiah,which is registered as Document No:6342 ,Vol:1888 ,Page:39-42,Book-1 at Sub-Registrar office,Mysore North.Further L.Basavaraju S/O C.Lingaiah has executed Gift Deed dated:06.08.2012 in favour of his son B.Roithkumar S/o L.Basavaraju,which is registered as Document No:MYN-1-12987-2012-2013,CD No:MYND334. Hence the B.Rohithkumar S/o L.Basavaraju are the present land owner of the “A “Schedule property bearing survey No: 80/2. The said is converted to residential purpose and Necessary layout plan is obtained from Rural Town Planning Department.

1. Land bearing Survey No:80/3:

Whereas the schedule property bearing survey No: 80 ,initially measured 5 Acre excluding 19 Guntas Karab land was originally granted to One Chakranarasaiah as per order dated :10.06.1939. Later on the death of Chakranarasaiah through MR No:2/89-90 the Katha of the property to an extent of 2 Acre 20 Guntas out of 5 Acre excluding 19 Guntas Karab land has been changed to the joint name of Narasimhaiah S/O Late Chakaranarasaiah (1 Acre 10 Guntas) and Narasimha S/O Kunaiah (1 Acre 10 Guntas) and later land is podded and given survey No:80/3 .Later Narasimha S/O Kunaiah has sold his 1 Acre 10 Guntas in survey No:80/3 to to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :16.05.1997, which was registered as Document No:909,Vol. 1576,Page: 109-111,Book-I, at sub-Registrar office,Mysore North and Narasimhaiah S/O Late Chakaranarasaiah has also sold his 1 Acre 10 Guntas in survey No:80/3 to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :05.10.1998, which was registered as Document No:3285,Vol. 1713,Page: 213-215,Book-I, at sub-Registrar office,Mysore North. That the P.L.Vishwanath S/O C.Lingaiah has executed Release Deed Dated:19.02.2000 in favour of his brother L.Basavaraju S/O C.Lingaiah for entire 2 Acre 20 Guntas in survey No:80/3 ,which is registered as Document No:6342, Vol:1888,Page:39-42,Book-1 at Sub-Registrar office ,Mysore North.Further L.Basavaraju S/O C.Lingaiah has executed Gift Deed dated:06.08.2012 in favour of his son B.Rohithkumar S/o L.Basavaraju, which is registered as Document No: MYN-1-12987-2012-2013,CD No:MYND334.Hence the B.Roithkumar S/o L.Basavaraju is the present land owner of the “A “Schedule property bearing survey No: 80/3. The said is converted to residential purpose and Necessary layout plan is obtained from Rural Town Planning Department.

4. Land bearing Survey No: 83(Old No:33/2 Block):

Whereas the schedule property bearing survey No: 33 ,initially measured 24 Acre 25 Guntas and in this 1 Acre 30 Guntas was originally granted to One Basavaiah S/O Sappe mada ,as per order dated:14.11.1978.The said Basavaiah has sold this 1 Acre 30 Guntas in survey No:33/2 Block to one Narasimhegowda S/O Chowdegowda through registered Sale Deed dated :15.04.1996, which is registered as Document No:536,Vol:1478, page: 155-157 ,Book-1 at Sub-Registrar office,Mysore North. Later Narasimhegowda, S/O Chowdegowda sold to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :16.05.1997, which was registered as Document No:907,Vol. 1579,Page: 40-44,Book-I, at sub-Registrar office, Mysore North. That the P.L.Vishwanath S/O C.Lingaiah has executed Release Deed Dated:19.02.2000 in favour of his brother L.Basavaraju S/O C.Lingaiah ,which is registered as Document No:6342 ,Vol:1888 ,Page:39-42,Book-1 at Sub-Registrar office,Mysore North.Hence the L.Basavaraju S/O C.Lingaiah are the present land owner of the “A “Schedule property bearing survey No: 83 (Old No:33/2 Block). The said is converted to residential purpose and Necessary layout plan is obtained from Rural Town Planning Department.

5. Land bearing **survey No: 35/3 (Old No:35/1)**

Whereas the **Item No:1** of the schedule property bearing **survey No: 35/1** ,Originally measured 5 Acre 9 Guntas ,which was owned by Mayanna S/O Thottada Honnegowda which was purchased by Shivaiah on 1916 .Later Shivaiah’s sons S.P.Rangaiah and S .Nanjappa have sold entire extent of land to Chulvegowda S/O Singrigowda through registered sale Deed Dated:08.02.1954,which is registered as Document No:5623,Vol:2043 ,Page:105-106 at Sub-registrar office,Mysore Taluk.Later Chulvegowda S/O Singrigowda has sold entire extent of land to one Chowdegowda @ Dollegowda S/O Chaluvegowda through registered sale deed dated:24.11.1967 ,registered as Document No;1910,vol:1969,page:12-14, Book-1at Sub-registrar office,Mysore Taluk.Later through MR No:31/91-92 Narasimhegowda S/O Chowdegowda@Dollegowda has got 2 Acre 24 ½ Guntas and through MR No:33/91-92 Chulvegowda S/O Sringrigowda has got 2 Acre 24 ½ Guntas.Later Chulvegowda S/O Sringrigowda has sold their **2 Acre 24 ½ Guntas** in **survey No: 35/1** (present **survey No:35/3**) to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :26.08.1997, which was registered as Document No:2928,Vol. 1609,Page: 27-30,Book-I, at sub-Registrar office,Mysore North.Later P.L.Vishwanath S/O C.Lingaiah has executed Release Deed Dated:19.02.2000 in favour of their brother L.Basavaraju S/O C.Lingaiah,which is registered as Document No:6342,Vol:1888,Page:39-42,Book-1 at Sub-Registrar office,Mysore North. Later L.Basavaraju S/O C.Lingaiah and their family members executed Registered Sale deed Dated:21-08-2020 sold the Item No:1 of the Schedule property in favour of FIRST PARTY No:1/Sri.Ranjan.M.K,which is registered as Document No:MYW-1-03559-2020-21,CD NO:MYWD518 at Sub-Registrar office,Mysore West. Later the Katha is mutated in the name of the **Sri.Ranjan.M.K** and he is the present Land owner of the “B” schedule property bearing **survey No: 35/3 (Old No:35/1)** , measuring **2 Acres 24 ½ Guntas.** The said is converted to residential purpose and Necessary layout plan is obtained from Rural Town Planning Department.

6. Land bearing **survey No: 36/5 (Old No:36/1)**

Whereas the **Item No:2** of the schedule property Originally measured 2 Acre 3 Guntas ,which was owned by Singrigowda S/O Bettegowda and their four sons

Chaluvegowda @ Doddahydegowda ,Bettegowda, Chaluvegowda, which was sold to Chulvegowda @ Doddahydegowda S/O Chulvegowda through registered sale Deed Dated:28.05.1956,which was registered as Document No:1162 ,Vol:2207,page No:58-60,Book-1 at Sub-Registrar office,Mysore Taluk.Later through MR No:8/80-81 by Transfer of Katha 31 Guntas in survey No:36/1 is transferred to the name of Chulvegowda S/O Sringrigowda. Later Chulvegowda S/O Sringrigowda has sold their 31 Guntas to P.L.Vishwanath S/O C.Lingaiah through registered sale Deed Dated :09.10.1997, which was registered as Document No:3681,Vol. 1613,Page:134-136,Book-I, at sub-Registrar office,Mysore North.Later P.L.Vishwanath S/O C.Lingaiah has executed Release Deed Dated:19.02.2000 in favour of their brother L.Basavaraju S/O C.Lingaiah ,which is registered as Document No:6342,Vol:1888 ,Page:39-42,Book-1 at Sub-Registrar office,Mysore North and later the said property is sold through Registered sale deed 21.08.2020 which is registered as Document No:MYW-1-03562-2020-21,CD NO:MYWD518 at Sub-Registrar office,Mysore West in favour Mr. Suresha. Later Mr. Suresha and their family members executed Registered Sale deed Dated:24.08.2021 sold the Item No:2 of the Schedule property in favour of FIRST PARTY No:2 /Sri. Sharath.S,

which is registered as Document No:MYW-1-04321-2021-22, CD NO:MYWD767 at Sub-Registrar office, Mysore West.Later the Katha is mutated in the name of the **Sri. Sharath.S** and he is the present Land owner of the “B” schedule property bearing **survey No: 36/5 (Old No:36/1)** , measuring **31 Guntas.** The said is converted to residential purpose and Necessary layout plan is obtained from Rural Town Planning Department.

The Developers /Sri Suresha and Sri.B.T.Mahesh for the land bearing survey No: 80/1 ,Total measuring 1 Acres 10 Guntas, survey No: 80/2 , Total measuring 1 Acres 10 Guntas, survey No: 80/3 , measuring 2 Acres 20 Guntas, survey No: 83(Old No:33/2 Block), Total measuring 1 Acres 30 Guntas Total measuring 6 Acre 30 Guntas in the Schedule A property have entered with the Land owner Sri .L.Basavaraju and their family members , into Registered Joint Development Agreement dated: 18/11/2020 registered as Document No: MYW-1-07400-2020-21,CD NO:MYWD582 at Sub-Registrar office,Mysore West and Registered GPA , dated: 18/11/2020, registered as Document No: MYW-4-00185-2020-21,CD NO:MYWD582 at Sub-Registrar office,Mysore West ,with the Land Owners 1.Sri .L.Basavaraju,S/O Late C .Lingaiah,Aged about 79 years, 2.Smt. H.M.Bangaramma ,W/O L.Basavaraju,Aged about 69 years, 3.Sri.B.Rohith Kumar,S/O L.Basavaraju, Aged about 48 years , 3.Smt.P.Kavitha,W/O B.Rohith Kumar, Aged about 37 years ,4.R. Chandana D/O B.Rohith Kumar, Aged about 11 years ,since Minor represented by her Mother Smt.P.Kavitha ,5. R.Adithya S/O B.Rohith Kumar, Aged about 7, since Minor represented by his Mother Smt.P.Kavitha , All residing at No:2,A Block ,1st stage, J P Nagar, Mysore south,Mysore-57 0031 .Further the Land owners and the Developer have entered into registered site sharing agreement Dated:15-10-2022 ,which is registered as Document No:MYW-1-10759-2022-23,CD NO:MYWD1089 at Sub-Registrar office ,Mysore West. The schedule A property is developed into full pledged Residential layout.

The Developers /Sri Suresha and Sri.B.T.Mahesh, for the land bearing **survey No: 35/3 (Old No:35/1)** , measuring 2 Acres 24 ½ Guntas and survey No: 36/5 (Old No:36/1) , measuring 31 Guntas , Total measuring 3 Acre 15 ½ Guntas ,have entered with the Land ownerSri.Ranjan.M.K and Sri. Sharath.S /First party herein into Registered Joint Development Agreement dated: 13/07/2022 registered as Document No: MYW-1-05174-2022-23 ,CD NO:MYWD1007 at Sub-Registrar office,Mysore West and Registered GPA , dated: 13/07/2022, registered as Document No: MYW-4-00136-2022-23,CD NO:MYWD1007 at Sub-Registrar office and Land owners and the Developer have entered into registered site sharing agreement Dated:15-10-2022 ,which is registered as Document No:MYW-1-10760-2022-23,CD NO:MYWD1089 at Sub-Registrar office ,Mysore West.

The Schedule B Property Bearing **Site No: 110** in the layout known as **“G9 VINYAS”** has fallen to the share of the First party herein as per the site sharing Agreement Dated : 15-10-2022 with the Developers and between the Other Land owner and Developers as per another site sharing Agreement Dated:15-10-2022.

Whereas, the FIRST PARTY is the sole and absolute owner of the Schedule B Property and that his title thereto is good, marketable and subsisting and other than the FIRST PARTY, none else have any manner of right, title, interest or claim therein;

Whereas the FIRST PARTY claims and assures that the Schedule B Property is free from encumbrances of every description, minor’s claim, court attachments, litigations of every description, lien, acquisition or requisition proceedings etc.

Whereas the FIRST PARTY claims and assures that the Schedule B Property has not been mortgaged to any Bank/institution or any other person whomsoever and is free from any subsisting mortgages.

Whereas the FIRST PARTY claims and assures that the Schedule B Property is not the subject matter of any maintenance proceedings or lispendens and there is no bar to sell the same in any manner and the Schedule Property is the free hold property of the FIRST PARTY.The FIRST PARTY also assures that there is no pending litigation including attachment of schedule property in any court of law or by government authorities.

The FIRST PARTY further assures that there is no order or injunction from any court of law or authorities is in effect, which will restrain the Purchaser from absolute possession and enjoyment and lawful title over schedule property.

Whereas the FIRST PARTY claims and assures that he has not entered into any agreement or Memorandum of understanding or any agreement or arrangement for sale or transfer of the Schedule B Property or have granted any power of attorney or executed any other instruments both registered and non-registered in favour of any other third person, other than with the present Purchaser.

The FIRST PARTY has not created any easement or license over or in respect of the Schedule B Property or any part thereof, and the Schedule B Property is not subject to any attachment either before or after judgment and has paid taxes up-to-date in respect of the Schedule B Property.

**NOW THIS SALE DEED WITNESSETH AS FOLLOWS**

The FIRST PARTY has offered to sell the Site (more specifically **Schedule B Property** ) to the SECOND PARTY herein , developed in the **schedule A property** by the DEVELOPERS ,as per JDA and GPA with the Land Owners.

SALE CONSIDERATION

Whereas the FIRST PARTY is in need of funds for legal necessities for himself and also to buy other property elsewhere, has offered to sell the **Schedule “B” Property**, to the SECOND PARTY for Total sale consideration of **Rs.12,00,000/- (Rupees Twelve Lakh only)** and SECOND PARTY has agreed to Purchase the schedule property.

That in consideration of the Owner / FIRST PARTY selling the **schedule “B” property** in favour of the SECOND PARTY, the SECOND PARTY has paid to the FIRST PARTY entire sale consideration in the following manner of to the FIRST PARTY.

1. **Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only)** by way of online transfer Ref No. **SBIN123034494175** dated **03-01-2023**. In favor of Sri. Ranjan M K.
2. **Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only)** by way of online transfer Ref No. **SBIN123034496813** dated **03-01-2023**. In favor of Sri. Sharath S.
3. And for balance consideration of **Rs.9,60,000/- (Rupees Nine Lakh Sixty thousandonly)** Second Party availed a housing loan from HDFC Ltd, said financial institution issued bankers in the following manner:

* **Rs.4,80,000/- (Rupees Four Lakh Eighty thousand only)** No. **946922** dated **21**/**02/2023** drawn on HDFC Bank ltd in favor of Sri. Sharath S.
* **Rs.4,80,000/- (Rupees Four Lakh Eighty thousand only)** No. **946921** dated **21/02/2023** drawn on HDFC Bank ltd in favor of Sri. Ranjan M K.

The FIRST PARTY hereby acknowledge full receipt of Advance and Balance sale consideration shall be paid at the time of registration of Sale deed in favour of Purchaser or Purchaser nominated person.

**DELIVERY OF DOCUMENTS:**

The FIRST PARTY has today delivered entire Original Documents concerned to the Title of the Schedule property.

**UNDERTAKING:**

The FIRST PARTY undertakes to execute all such letters, documents or deeds and do or caused to be done, all that may be necessary or incidental to perfect the title of the Purchaser over the schedule property. The Purchaser shall get the Khatha and all other documents in respect of the schedule property transferred to his name and the FIRST PARTY assures that he has cleared all the pending due payable to Government Authority ,Local Authorities including Tax, cess etc Upto date till the date of execution of the sale Deed today

**DELIVERY OF POSSESSION:**

The FIRST PARTY as delivered vacant possession of the Schedule Property today in favour of the Purchaser and the FIRST PARTY today has placed the Purchaser in actual physical and absolute possession of the schedule property and the Purchaser has taken the physical possession of the Schedule property as Absolute owner. The FIRST PARTY further covenants and assures the Purchaser that the Purchaser shall here afterwards peacefully and quietly hold, possess and enjoy the schedule property without any claim, let, hindrance ,interruption or demand from the FIRST PARTY or any persons claiming through or under FIRST PARTY.

**INDEMNIFICATION:**

The FIRST PARTY hereby agree that he shall at all times hereinafter fully indemnify Monetarily and keep the Purchaser indemnified, by selling our other moveable and immovable property and compensating the Purchaser, ,against any loss, damage, costs, charges if any suffered by the Purchaser by reason of any kind of defect in his right, title or as the result of ,acquisition, loan ,Mortgage ,Court attachments ,Court proceedings ,all and every kind of claims suffered by the FIRST PARTY or by his predecessor in Title or for FIRST PARTYs breach of any of the covenants herein contained ,effecting Absolute ownership, Title peaceful possession and enjoyment of the schedule property by the Purchaser.

**SCHEDULE A PROPERTY**

All that is piece and parcel of the Land bearing survey No: 80/1 ,Total measuring 1 Acres 10 Guntas , Land bearing survey No: 80/2 , Total measuring 1 Acres 10 Guntas, Land bearing survey No: 80/3 , Total measuring 2 Acres 20 Guntas , Land bearing survey No: 83(Old No:33/2 Block), Total measuring 1 Acres 30 Guntas, land bearing **survey No: 35/3 (Old No:35/1)** , measuring **2 Acres 24 ½ Guntas** and **survey No: 36/5 (Old No:36/1)** , measuring **31 Guntas** , **Total measuring 10 Acre 5 ½ Guntas**,Residentially converted land, situated at Jattihundi Village, Yelwala Hobli,Mysore Taluk, Mysore District having boundaries as per Sale Deed as follows:

East By : Land of Survey No:33

West By : Government Land and Lake

North By : Boundry of K Hemmanhalli Village

South By : Land of Survey No:36/1,35/1,33,34,82

**SCHEDULE B PROPERTY**

All that is piece and parcel of the site bearing No : **110**, in the layout known as **“G9 VINYAS”** Assessment No : **881/110**, Property No. **3039488723** (As per Form No:3 issued by Pattana Panchyath , Bogadhi), measuring **East to West 12.20 mts,North to South 9.15 mtr total 111.63 Sq Mtrs** developed on the Schedule A property , situated at Jattihundi Village, Yelwala Hobli, Mysore Taluk, Mysore District :Bounded on:

East : Road

West : Site No:111

North : Site No:109

South : S Y No. 35/1 Property

**IN WITNESS WHEREOF** the parties in competence have affixed their signature to this Sale Agreement, after read, got read and understanding the content in their respective Mother tongue, on the date first above written.

**Witnesses**:

Vendor (1)

Vendor (2)

**THE FIRST PARTY**

PURCHASER

**SECOND PARTY**