**ABSOLUTE SALE DEED SITE NO: 115**

This Deed of Sale of the Scheduled property is made on this **30th** day of March, Two Thousand and Twenty Three **(30-03-2023)** by ---

**1. SRI.LOKESH.B.P**

S/o B.N.Puttaswamy , Aged about 44 years ,

Residing at No. MIG77/A, 3rd Stage,

Kuvempunagara

Behind Ganapathi Temple

Mysore-570023

AADHAAR NO: 4272 5486 7809

**2. SRI. DHARANEESH.K.R**

S/o Late. Rajashekar.K.N. Aged about 47 years

Residing at No.293, 19th Main, 2nd Stage,

Vijayanagar, Mysore-570017

AADHAAR NO: 5805 9538 6725

Herein after together called as **“DEVELOPER/VENDORS”** a registered partnership firm named as “Nandana Developers” (PAN NO. AAQFN2217C) represented by both the partners as said above which expression shall unless repugnant to the context mean and include his heirs, legal representatives, administrators, executors and assigns of the One Part:

# IN FAVOUR OF

# SRI. JAGADEESH.K

# S/o. Sri. Late. K.P.Krishnachari

# Aged about 43 years

# (PAN NO. AEXPJ5388K)

# (AADHAAR No. 8835 1944 4183)

# SMT. VANI.S.K

# W/o. Sri. Jagadeesh.K

# aged about 30 years,

# Both are residing at No. 287/5

# 1st Floor, Kengegowda Building

# Obavva Road, Bogadi

# Mysore-570026

# (PAN NO. APSPV0590H)

# (AADHAAR No. 7714 8001 5092)

Herein after called as the **PURCHASER/S** 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.

Whereas the Developer/Vendors are the absolute owner and in possession of the residential vacant Site bearing No. **115** in the layout known as **“PUSHYA LAYOUT”** measuring **East to West : (6.78+6.65)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 60.435 Sq.Mtrs.** and the said vacant site has been carved in the lands bearing Sy.No. 141/1 an extent of 0-20 Guntas, 141/3 an extent of 0-21 Guntas, 141/1 an extent of 0-21 Guntas, 142/1 an extent of 0-22.08, 142/3 an extent of 0-22 Guntas, 142/4 an extent of 0-22.08 Guntas, totally measuring 3 Acres 08 guntas which is converted from agricultural land into residential purpose lands situated at Maratikyathanahalli Village, Jayapura Hobli, Mysore Taluk Morefully described in the schedule below.

WHEREAS,Sy.No. 141/4 measuring an extent of 0-20 Guntas and 142/4 measuring an extent of 0-22.08 Guntas situated at Maratikyathanahalli village, jayapura hobli, Mysore taluk was purchased by sri. Kiran kumar.R from Sri. Mallik Saab Bhagavan via sale deed dated on 18-11-2015 and the same has been registered at the office of Sub-Registrar Mysore West Mysore as doc No. MYW-1-07659-2015-16 stored at CD No. MYWD57. After that Kiran Kumar.R has got registered a RTC at Mysore Thahsildar Office vide No. MRH22/2015-16. And

WHEREAS,Sy.No. 141/1 measuring an extent of 0-20 Guntas and 141/2 measuring an extent of 0-22.08 Guntas situated at Maratikyathanahalli village, jayapura hobli, Mysore taluk was purchased by sri. Kiran kumar.R from Sri. Mallik Saab Bhagavan via sale deed on 18-11-2015 and the same has been registered at the office of Sub-Registrar Mysore West Mysore as doc No. MYW-1-07660-2015-16 stored at CD No. MYWD57. After that Kiran Kumar.R has got registered a RTC at Mysore Thasildar Office vide No. MRH23/2015-16. And

WHEREAS,Sy.No. 141/4 measuring an extent of 0-20 Guntas and 142/4 measuring an extent of 0-22.08 Guntas, Sy.No. 141/1 measuring an extent of 0-20 Guntas, Sy.No. 141/2 measuring an extent of 0-22.08 Guntas totally measuring an extent of 2 acres 05 guntas situated at Maratikyathanahalli village, jayapura hobli, Mysore taluk of agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the vendor on 31-07-2017. The Deputy Commissioner of Mysore, Mysore District, by Order No. MYSDC/ALN3/VAJA/247/2017 dated 31-07-2017 have granted permission to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc.,

WHEREAS, the Sy. No. 141/3 measuring an extent of 0-21 Guntas, Sy. No. 142/3 measuring an extent of 0-22 Guntas totally 1 Acre 03 Guntas situated at Maratikyathanahalli village, jayapura hobli, Mysore taluk. The land Owner Sri. Shivakumar gifted to his son Sri.Nithin Shivakumar via Gift deed on 14-11-2013 and the same has been registered at the office of Sub-Registrar Mysore West Mysore as doc No. MYW-1-06383-2013-14 stored at CD No. MYWD18. After that Sri.Nithin Shivakumar got a registered RTC to his name at the Mysore Thasildar Office.

WHEREAS, the Sy. No. 141/3 measuring an extent of 0-21 Guntas, Sy. No. 142/3 measuring an extent of 0-22 Guntas totally 1 Acre 03 Guntas situated at Maratikyathanahalli village, jayapura hobli, Mysore taluk Sri. Nithin shivakumar alienated agricultural property from agricultural to non-agricultural residential purpose by the Deputy Commissioner of Mysore, Mysore District, by Order No. LNDC10002425 AND LNDC10002419 & given permission to use the land for residential layout on dated 03-01-2020 have granted permission to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc.,

Whereas the said land owner Sri. Kiran Kumar. R executed Joint Development Agreement in favour of the vendor “Nandana Developers” on 25-04-2019 and the same has been registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**00588**/2019-20 of Book I stored at CD No. MYWD 188.

Whereas the land owner executed the deed of relinquishment in favour of Governor, Governor of Karnataka on 03-07-2021 and same has been registered in the Office of the Additional District Registrar, Mysore Urban Development Authority, Mysore as document No. MDA-1-00303/2021-22 of Book-1, at CD No.MDAD 592 on 03-10-2021 to relinquish Roads and park space to the concerned authorities.

Whereas the land owner Sri. Kiran Kumar. R and the adjacent property land owner Sri. Nithin Shivakumar have applied plan approval from MUDA, Mysore. The layout plan approved by the MUDA authorities in favour of the land owner Sri. Kiran Kumar. R and the adjacent property land owner Sri. Nithin Shivakumar on 09-12-2022 vide No. MY.NA.PRA.NAYO. VI.NA.46/ 2022-23 and also obtained CD report and formed and developed the residential layout as per the approved plan and norms of MUDA and the Layout has been named as "PUSHYA LAYOUT".

Whereas the Land owners Sri. Kiran Kumar. R, Sri. Nithin Kumar and the developer “Nandana Developers” represented by its Partners Sri. Lokesh. B.P and Sri. Dharanesh. K.R executed Site Sharing agreement on 14-09-2022 and the same has been registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-08718/2022-23 of Book I stored at CD No. MYWD 1063 dated 26-09-2022. As per the said site sharing agreement the schedule **SITE 115** morefully described in the Schedule in document No. 08718 herein under fell to the share of the Developer/Vendors. Subsequently the katha of the schedule property registered in favour of the Developer/Vendors by MUDA

authorities dated **19-12-2022** vide Katha No. **ªÉÄÊ.£À.¥Áæ/SÁvÁ-53645/22-23** and paid upto date tax to the concerned authorities.

Whereas both parties have broadly negotiated the terms and conditions of this sale transaction and both parties desire to reduce their terms of understanding in this regard into writing and hence this deed to sell.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:**

1. The Developer/Vendors has offered to sell the Schedule Property to the Purchaser/s and the purchaser/s has accepted the said offer and has agreed and come forward to purchase the Schedule Property, free from encumbrances of whatsoever nature subject to terms and conditions hereinafter appearing.
2. It was mutually agreed that the sale consideration paid by the purchaser/s for absolute sale of the Schedule Property, is **Rs.7,30,000/- (Rupees Seven Lakhs Thirty Thousand Only)** free from encumbrances of whatsoever nature, in the following manner.

a) The Purchaser/s has paid an advance amount of Sale Consideration of **Rs.1,20,000/- (Rupees One Lakhs Twenty Thousand Only)** through RTGS vide UTR No. **UBINJ23076911546 dated 17-03-2023**

b) A sum of **Rs.6,10,000/- (Rupees Six Lakhs Ten Thousand Only)** through Cheque No. **042753** dated **30-03-2023** drawn on Union Bank of India and Vendor acknowledges receipt of the entire sale consideration as mentioned above.

1. The Developer/Vendor has today delivered vacant peaceful possession of the Schedule Property, free from any kind of attachments and encumbrances to the Purchaser/s herein.
2. The Developer/Vendors represents and assures the Purchaser/s that they have a clear, valid, subsisting, marketable, enforceable title in relation to the schedule property and that there is no legal impediment of whatsoever nature, for absolute sale of the Schedule Property in favour of the Purchaser/s herein. The Developer/Vendors has absolute right and power of alienation and disposal over the Schedule Property.
3. The Developer/Vendors represents and assures the Purchaser/s that the schedule property, is the absolute, exclusive property of the Developer/Vendors herein, acquired in the manner detailed above and that no other person/s, family, heir/s, has/have any manner of claim, right, title or interest over the same.
4. The Developer/Vendors represents and assures the Purchaser/s that the Schedule Property is absolutely free from encumbrances of whatsoever nature, such as Court

attachment, minor’s claim, maintenance claim, charge, lien, impendence, acquisition/ requisition proceedings, quasi judicial, revenue recovery proceedings/attachments, statutory debts, etc.

1. The Developer/Vendors represents and assures the Purchaser/s that in regard to the Schedule Property, up to date property taxes have been paid to MUDA and the Developer/Vendors undertakes to indemnify the Purchaser/s against any such payment or expense.
2. The Developer/Vendors represents and assures the Purchaser/s that in regard to the Schedule Property, Khata has been transferred and registered in the name of the Developer/Vendors herein and that subsequent to the execution of this Sale Deed, the Developer/Vendors has no objection for the Purchaser/s to get the Khata transferred to his/her name in the revenue records.
3. The Developer/Vendors represents and assures the Purchaser/s that they have not entered into any kind of agreement to convey the scheduled property in favour of any other person other than the purchaser/s herein.
4. The Developer/Vendors has no objection for the said transfer of Khata, apart from transfer of Electricity and water Meters, if any in the name of the Purchaser/s herein.
5. The Developer/Vendors has today delivered the xerox copies of the mother deeds pertaining to the larger composite property and original documents of title and other related revenue records pertaining to the schedule property to the Purchaser/s and the Purchaser/s acknowledges receipt of the same.
6. The Developer/Vendors undertakes to indemnify the Purchaser/s against any loss, expense, damage, the Purchaser/s may incur/suffer either on account of defect in title or arising from the claim of the third parties, if any.
7. The Developer/Vendors represents and assures the Purchaser/s that he has not entered into any agreement for sale or for encumbering the Schedule Property, in any manner whatsoever and in this regard assures the Purchaser/s that the Schedule Property is absolutely free from encumbrances of whatsoever nature.
8. The Purchaser/s, upon execution of this Sale Deed is entitled to quietly, peacefully, hold, possess, enjoy and exploit the Schedule Property, in any manner the Purchaser/s deems fit and proper, without any let, hindrance or interference either from the Vendor or anyone claiming under the Vendor.
9. The expenses of stamp duty and registration of this Sale Deed is borne by the Purchaser/s herein exclusively.

# SCHEDULE OF THE PROPERTY

All the piece and parcel of residential Site bearing No. **115** in the layout known as **“PUSHYA LAYOUT”** measuring **East to West : (6.78+6.65)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 60.435 Sq.Mtrs.** and the said vacant site has been curved in the lands bearing Sy.No. 141/1 an extent of 0-20 Guntas, 141/3 an extent of 0-21 Guntas, 141/1 an extent of 0-21 Guntas, 142/1 an extent of 0-22.08, 142/3 an extent of 0-22 Guntas, 142/4 an extent of 0-22.08 Guntas, totally measuring 3 Acres 08 guntas which is converted agricultural land into residential lands are situated at Maratikyathanahalli Village, Jayapura Hobli, Mysore Taluk and bounded on :

East by : Private Property

West by : Road

North by : Site No. 116

South by : Site No. 114

Measurement: **East to West : (6.78+6.65)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 60.435 Sq.Mtrs.** of Vacant Site.

This Deed of Sale is prepared on 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 Developer/Vendors has executed this deed of absolute sale in favour of the purchaser/s on the day, month and the year first herein before written.

**Witnesses:-**

**1. 1.**

**2.**

**Developer/Vendors**

**2.**

**PURCHASER/S**