ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this ­­­­­­­16th day of October, Two Thousand and Twenty Three **(­­16/10/2023)** by ---

1. **Sri. M.R. CHANDRA KUMAR,**

S/o. Late. M.S. Ramaiah,

aged about 53 years,

residing at No.9, 9th Main,

Saraswathipuram, Chamaraja Mohalla,

Mysore – 570 009.

Aadhar No: 6099 8819 3219.

1. **Sri. YUDHISTERA. N,**

S/o. Late. Nanjaiah,

aged about 63 years,

residing at No. 591, III Block, H.M.T. Layout,

Vidyaranyapuram, Bangalore –560 097.

Aadhar:7525 3335 2130.

1. **Sri. M.B. LINGANNA,**

S/o. Late. Basanna,

aged about 83 years,

residing at No. 595, VI Block, H.M.T. Layout,

Vidyaranyapuram, Bangalore –560 097,

Aadhar:5628 4271 4837.

Hereinafter collectively referred to as the **VENDOR,** which expression shall mean and include wherever the context so requires or admits his/their legal heirs, survivors, representatives, successors, administrators in-office, executors, agents and assigns of the one part.

Vendor No. 1, 2 & 3 represented by their GPA Holder:

**Dr. NAIRUTHYA S.**

S/o. Late. K.N. Shivatheerthan,

aged about 46 years,

residing at No. 43, 2nd Stage,

M Block, Kuvempunagar,

Chamaraja Mohalla, Mysore.

AADHAR:5220 3856 9845.

PAN:ACWPN7648H.

General Power of Attorney is duly registered for the Vendors 1, 2 & 3 on 19-11-2013 and respectively registered as document Nos. MYW-00279-2013-14, MYS-00278-2013-14 & MYW-00281-2013-14 of Book IV stored at C.D No. MYWD 18 registered at office of the Sub-Registrar, Mysore West, Mysore.

**Dr. NAIRUTHYA. S**

S/o. Late. K.N. Shivatheerthan,

aged about 46 years,

residing at No. 43, 2nd Stage,

M Block, Kuvempunagar,

Chamaraja Mohalla, Mysore – 570 023.

AADHAR:5220 3856 9845.

PAN:ACWPN7648H.

Hereinafter referred to as the **DEVELOPER** which expression shall mean and include wherever the context so requires or admits his legal heirs, survivors, representatives, successors, administrators in-office, executors, agents and assigns of the one part.

IN FAVOUR OF

**Smt. SHILPA**

W/o. Jnanesh Kumar S P,

aged about 37 years,

residing at Flat No.301,

Tapovana Saraswathi Apartment,

Block B, 28C1, 3rd Stage,

Industrial Suburb, Vishveshwaranagara,

Mysuru – 570 008.

Aadhar: 2912 8038 9714.

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 residential property bearing Site No. 169 measuring East to West : 12.00 Mtrs and North to South: 9.00 Mtrs, in total measuring 108.00 Sq.Mtrs., carved out of residential converted land bearing Sy No. 266, 267/1 & 267/2 measuring an extent of 10-00 Acres, formed at K.Hemmanahalli Village, Yelwala Hobli, Mysore Taluk duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their order No. ALN(1)C.R.338/2017 (13912) dated 09-03-2018, No. ALN(1)C.R.613/2017 (25817) dated 02-02-2018 and No. ALN(1)C.R.612/2017 (25809) dated 02-02-2018, and the Layout Plan has been duly approved by the Town Planning Authority of MUDA, Mysore, More-fully described in the schedule hereunder, hereinafter referred to as the “schedule property”.

Whereas previously the landed property bearing Sy No. 266 measuring an extent of 5-00 Acres was the self acquired property of the 1st vendor Sri. M.R. Chandra Kumar by virtue of sale deed on 18-05-2012 from Sri. M. Devaraj and others and the sale deed registered as document No. MYN-1-14994/2012-13 of Book I stored at C.D.No. MYND 337 and the khata was transferred in favour of Sri. M.R. Chandra Kumar at Revenue Authorities of Mysore Taluk and Sri. M.R. Chandra Kumar executed the Joint Development Agreement with the Developer Dr. Nairuthya.S on 19-11-2013 and the Joint Development Agreement was registered at office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-06534/2013-14 of Book I stored at C.D. No. MYWD 18 dated 19-11-2013 and also G.P.A was registered in favour of the Developer on 19-11-2013 vide document No. MYW-4-00279/2013-14 of Book IV stored at C.D No. MYWD 18.

The said 5-00 Acres of land was alienated from agricultural purpose to non-agricultural residential purpose as per the application submitted by Sri. M.R. Chandra Kumar on 07-11-2016. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(E)P.R.202/2016-17(E) dated 30-01-2017. Based on that report, the Deputy Commissioner have directed to pay Rs.1,63,418/- as Alienation charges and Rs.55/- as podi fee as per the directions, the vendor has remitted the above sum through Challan No. 206 & 203 dated 08-03-2018. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(1)C.R.338/2017 (13912) dated 09-03-2018.

Whereas previously the landed property bearing Sy No. 267/1 measuring an extent of 2 Acres 20 guntas was the self acquired property of the 2nd vendor Sri. Yudhistera.N by virtue of sale deed on 18-12-2006 from Sri. Chandra Kumar and the sale deed registered as document No. MYN-1-24941/2006-07 of Book I stored at C.D.No. MYND 125 and the khata was transferred in favour of Sri. Yudhistera.N at Revenue Authorities of Mysore Taluk and Sri. Yudhistera.N executed the Joint Development Agreement with the Developer Dr. Nairuthya.S on 18-11-2013 and the Joint Development Agreement was registered at office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-06553/2013-14 of Book I stored at C.D. No. MYWD 18 dated 19-11-2013 and also G.P.A was registered in favour of the Developer on 19-11-2013 vide document No. MYW-4-00278/2013-14 of Book IV stored at C.D No. MYWD 18.

The said 2 Acres 20 guntas of land alienated from agricultural purpose to non-agricultural residential purpose as per the application submitted by Sri. Yudhistera.N on 07-11-2017. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(E)P.R.198/2016-17(E) dated 30-01-2017. Based on that report, the Deputy Commissioner have directed to pay Rs.81,709/- as Alienation charges and Rs.55/- as podi fee as per the directions, the vendor has remitted the above sum through Challan No. 542 & 543 dated 01-02-2018. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(1)C.R.613/2017 (25817) dated 02-02-2018.

Whereas previously the landed property bearing Sy No. 267/2 measuring an extent of 2 Acres 20 guntas was the self acquired property of the 3rd vendor Sri. H.B. Linganna by virtue of sale deed on 06-09-2008 and the sale deed registered as document No. MYN-1-07661/2008-09 of Book I stored at C.D.No. MYND 180 and the khata was transferred in favour of Sri. H.B. Linganna at Revenue Authorities of Mysore Taluk and Sri. H.B. Linganna executed the Joint Development Agreement with the Developer Dr. Nairuthya.S on 18-11-2013 and the Joint Development Agreement was registered at office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-06540/2013-14 of Book I stored at C.D. No. MYWD 18 dated 19-11-2013 and also G.P.A was registered in favour of the Developer on 19-11-2013 vide document No. MYW-4-00281/2013-14 of Book IV stored at C.D No. MYWD 18.

The said 2 Acres 20 guntas of land alienated from agricultural purpose to non-agricultural residential purpose as per the application submitted by Sri. H.B. Linganna on 07-11-2017. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(E)P.R.197/2016-17(E) dated 30-01-2017. Based on that report, the Deputy Commissioner have directed to pay Rs.81,709/- as Alienation charges and Rs.55/- as podi fee as per the directions, the vendor has remitted the above sum through Challan No. 544 & 538 dated 01-02-2018. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(1)C.R.612/2017 (25809) dated 02-02-2018.

Whereas the developer and the GPA holder Dr. Nairuthya. S developed the residential layout combining the adjacent alienated lands bearing Sy.No. 247/1 3 Acre 01 Guntas, in all 13 Acre 01 Guntas and also on behalf of the land owners Power of Attorney holder/ Developer executed Relinquishment Deed in respect of Road, park, civic amenities area to the Governor of Karnataka and the Relinquishment Deed registered at office of the Additional District Registrar, MUDA, Mysore as document No. MDA-1-01213/2020-21 of Book I stored at CD No. MDAD 509 dated 03-02-2021.

The revised and final layout plan approved by the Town Planning Authority, MUDA, Mysore on 25-05-2023 vide No. MYNAPRA/ NAYOSHA/VINYASA/NAYO-2:33/2023-24 and the developer formed and developed the residential layout as per the terms and conditions of MUDA and provide the basic amenities such as Road, electricity connection, water connection along with development of park and civic amenities plot.

Whereas the developer and Power of Attorney holder Dr. Nairuthya on behalf of the Land owners obtained Final Layout plan approval from MUDA, Mysore and the said layout developed by the developer and GPA holder Dr. Nairuthya and provide the basic amenities such as, Road, Park, Civic amenities, STP, electrical and water connection according to MUDA norms.

Whereas the above said Vendors 1,2 & 3 and the Developer have shared their respective sites formed in the said alienated land in respect of the 10-00 Acres and the Supplementary Agreement (Site Sharing Agreement) was registered at the office of Sub-Registrar Mysore-West, Mysore on 12-04-2023 vide document No. MYW-1-00623/2023-24 of Book-I stored at CD No. MYWD-1208.

Further, the Schedule **Site Bearing No. 169** herein falls under the share of the Developer Dr. Nairuthya. S. Subsequently, the khatha of the schedule property has been registered in favour of the Developer by Mysore Urban Development Authority, Mysore dated **24-04-2023** vide No. **MY.NA.PRAA/KHATA- 58016/23-24** and he has paid upto date site tax to the concerned authorities.

Now the Developer is in the actual physical possession of the property and the said property is the self acquired property of the Developer. Thus the Developer is enjoying the same peacefully without any litigations whatsoever.

And whereas, the Vendor/Developer is in need of funds in order to meet some of his legal necessities and has therefore decided to sell the schedule property bearing **Site No. 169** to the purchaser for a valuable sale consideration of **Rs.7,60,000/- (Rupees Seven Lakh Sixty Thousand Only)** for which, the purchaser 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**

The Developer has received the entire sale consideration of **Rs.7,60,000/- (Rupees Seven Lakh Sixty Thousand Only)** from the purchaser in the following manner before undersigned witnesses in full & final settlement.

1. **Rs. 3,00,000/- (Rupees Three Lakh only)** in favor of first party by way of Cheque No. **033721** drawn on **Axis Bank** dated **15.05.2023.**
2. **Rs. 4,60,000/- (Rupees Four Lakh Sixty Thousand only)** in favor of first party by way of Cheque No. **658899** drawn on **State Bank of India** dated **16/10/2023**.

That in consideration of payment of the entire sale consideration of **Rs.7,60,000/- (Rupees Seven Lakh Sixty Thousand Only)** paid by the purchaser to the Developer as stated above, thus, the Developer acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the Vendor/Developer 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/Developer 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 or anyone claiming under or through his. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by him/herself, his/her legal heirs, representatives, successors and assigns absolutely and forever.

The Vendors/Developer hereby assures the purchaser that they have not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the Vendor/Developer on the schedule property or any part thereof shall or can be impeached. The Developer further assures the purchaser that he has full and unrestricted right in and over the schedule property hereby conveyed. The Vendors/Developer 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. In case of any such dispute or claim arises in future, the Vendor/Developer shall clear the same at their own costs and risks. In case the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the Vendor/Developer shall reimburse and compensate the purchaser against the same.

The Vendors/Developer do hereby covenants with the purchaser that they 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 Vendors/Developer further covenants with the purchaser that they 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., and 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 khata and other documents transferred to their name in respect of the schedule property, for which, the Vendor/Developer has ‘No objection’.

The Vendor/Developer 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 Bearing No. 169,** measuring **East to West : 12.00 Mtrs, North to South : 9.00 Mtrs., in total 108.00 Sq.Mtrs** in the layout known as **“DR. NIRMALA NAGAR”** carved out of residential converted land bearing Sy No. 247/1 (3 Acre 01 guntas), 267/1 ( 2 Acres 20 guntas), 267/2 (2 Acres 20 guntas) & 266 (5-00 Acres) in all a total extent of 13 Acres 01 guntas being formed at K.Hemmanahalli Village, Yelwala Hobli, Mysore Taluk duly converted by the Deputy Commissioner of Mysore District for residential purpose and the Layout Plan has been duly approved by the Town Planning Authority of MUDA, Mysore bounded as follows:-

### East by : Site No.178 & 179

### West by : 9.00 Mtr Road,

### North by : Site No. 168,

### South by : Site No. 170.

Measuring **East to West : 12.00 Mtrs, North to South : 9.00 Mtrs, in all measuring 108.00 Sq.Mtrs.,**

### 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 Vendor has executed this deed of absolute sale in favour of the purchaser on the day, month and the year first herein before written.

##### **Witnesses:-**

**1**.

VENDOR/DEVELOPER

**2.**

**PURCHASER**