**ABSOLUTE SALE DEED**

**THIS DEED OF ABSOLUTE SALE** made and executed at Mysuru on this the **09th day of February in the year 2023 (09-02-2023)** by and between**:**

**T.S. BANGARASWAMY** [AADHAR NO: 2304 0587 2469] aged about 36 years, son of Late T.V. Sanjeevarajuresiding at Talur Village, Jayapura Hobli, Mysuru Taluk, hereinafter called as the **OWNER/VENDOR** (which expression shall unless repugnant to the context mean and include his heirs, successors, assignees, executors, administrators and representatives-in-interest)

**AND**

**SMT. T .S. SOWMYA** [AADHAR NO: 7238 7228 2010]aged about 30 years, W/o. Sri. Raghavachari, residing at Janatha Colony, Karagodu Hobli, Hulivana, Mandya-571446 Hereinafter called as the **PURCHASER** (which expression shall unless repugnant to the context mean and include his/her heirs, successors, assignees, executors, administrators and representatives–in-interest) of the **OTHER PART;**

**WHEREAS,**

1. The Vendor is the absolute owner of Converted Land for Residential Purpose bearing **Survey No. 95/3,** Measuring an extent of **03 Acres**, situated at **Taluru Village, Jayapura Hobli, Mysuru Taluk, Mysuru District** bounded on East by Land Bearing Survey No. 96, West by Road, North by Land bearing Survey No. 95/1 & 95/2 and South by Halla, hereinafter referred as the **ENTIREPROPERTY.**
2. The title to the Entire Property are as follows;
3. Sri. T.V. Sanjeevaraju and his family members viz., (1) Sri. T.V. Sanjeevaraju, (2) Smt. Rathnamma (wife), (3) Smt. T.S. Mahalakshmi @ Bhagya (daughter), (4) Sri. T.S. Bangaraswamy (son) and (5) Smt. T.S. Sunanda (daughter) have executed a Registered Partition Deed with respect of Survey No. 95 on 20-10-2010 and the same was registered at the office of Sub-Register, Mysuru North, Mysore, vide Document No. MYN-1-12395-2010-11 stored in CD No. 252 of Book - I Dated 20-10-2010. In the said Partition Deed the entire property was allotted to the share of Sri. T.S. Bangaraswamy.
4. The Special Tahasildar, Mysuru Urban Development Authority, Mysuru, vide its Endorsement No. LAQ[3]252 /2014-15 dated 09-03-2015, states that, land measuring 03 Acres, in Survey No.95/3 has not been notified for acquisition by the authority, as on the date of said endorsement.
5. As per the Endorsement No. PTCL:PR:664/2007-08 dated 28-03-2015 issued by the Office of the Tahasildar, Mysuru Taluk, states that Karnataka Scheduled Castes and Scheduled Tribes (Prohibition of Transfer of certain Lands) Act, 1978 is not attracted to Entire Property and the entire Property is not a granted land.
6. Sri. T.S. Bangaraswamy, had given portion of his allotted i.e., 01 Acre out of 03 Acres 03 Guntas for the development of Residential Layout along with his mother and sisters, by entering into Joint Development Agreement dated 22-05-2015 for total extent of 02 Acres 05 Guntas, with the Developer – Sri. V. Shrinivas Bhat and the said Joint Development Agreement was registered as Document No. MYW-1-01573-2015-16 in CD No. MYWD 48 of Book - I dated 22-05-2015 and also executed General Power of Attorney dated 22-05-2015 registered as Document No. MYW-4-00076-2015-16 in CD No. MYWD 48 of Book - IV at the Office of Sub-Registrar, Mysuru West, Mysuru.
7. Subsequent, to the said Joint Development Agreement dated 22-05-2015, Sri. T.S. Bangaraswamy, wanted to specify the said 01 Acre out of 03 Acre 03 Guntas and executed a Rectification of Joint Development Agreement on 16-11-2015 and the same was registered as Document No. MYE-1-07512-2015-16 in CD No. MYWD56 of Book - I dated 16-11-2015.
8. Sri. T.S. Bangaraswamy, had given remaining portion of his allotted share for the development of Residential Layout by entering into a Joint Development Agreement dated 16-11-2015 with the same Developer - Sri V. Shrinivas Bhat and the same was registered as Document No. MYW-1-07516-2015-16 in CD No. MYWD 56 of Book - I dated 16-11-2015 and also executed General Power of Attorney dated 16-11-2015 registered as Document No. MYW-4-00256-2015-16 in CD No. MYWD56 of Book – IV at the Office of Sub - Registrar, Mysuru West, Mysuru.
9. Sri .T.V. Bangaraswamy through the Developer Sri. V. Shrinivas Bhat, made an application on 02-01-2020 to the Deputy Commissioner, Mysuru District, Mysuru, for conversion of land in Survey No. 93/3, measuring 03 Acres, from Agriculture Purpose

to Residential Purpose. The Office of the Deputy Commissioner, Mysuru District, Mysuru, **Alienated the said land from Agriculture Purpose to Residential Layout Purpose** – vide its Alienation Application bearing **No. 143376 dated 28-02-2020** on receipt of Rs. 98,106/- towards Conversion Fee the said Alienation Order is accompanied with the Alienation Sketch.

1. The Endorsement No. RD0038883174924 dated 15-07-2020 issued by the Office of the Tahasildar, Mysuru Taluk, states that, no applications are under Form 2, 7 & 7A of Karnataka Land Reforms Act, 1961 as per the records of the Office of the Tahasildar, Mysuru Taluk, in respect of the Entire Property.
2. The Assistant Director, Town and country Planning [DTCP], Mysuru, approved the Residential Layout Plan vide its No. NA.GRA.YO.SA.NI.MY./ Mysuru Taluk / Talur Village / Vinyasa / 599 / 2020-21 dated 18-09-2020 and also issued work order to carry out the development work at Entire Property as per the statutory norms and approved plan.
3. The Vendor, executed a Deed of Relinquishment dated 28-09-2020 in favor of Governor, Government of Karnataka, represented by Panchayat Development Officer, Doora Gram Panchayat, Mysuru Taluk and the same was registered as Document No. MYW-1-05225-2020-21 recorded in CD No. MDWD 549 of Book - I dated 10-10-2020 at the office of the Sub-Registrar, Mysuru West. In the said Deed of Relinquishment, it is mentioned that, the Vendor has permitted to form the new Layout in Survey No. 95/3, measuring an extent of 03 Acres, situated at Taluru Village, Jayapura Hobli, Mysuru Taluk, Mysuru District, for the purpose of formation of dwelling Units / Sites.
4. From the layout formed by the Vendor Through the Developer, has offered to sell the Residential **Site No. 17** in a Private residential layout, more fully and particularly described in the schedule hereunder written and hereinafter called as the **‘SCHEDULE PROPERTY’** to the Purchaser for the consideration mentioned hereunder and the Purchaser has accepted the offer of the Vendor to purchase the Schedule Property.

1. The Panchayat Development Officer, Doora Gram Panchayat, Mysuru Taluk, issued Form No. 9 [Rule 28(1)] and form No.11A [Rule 30] of Panchayat Raj Act, in respect of **Site No. 17** Bearing its **Unique No. 152200421124024603** and Property **No. 475/17** [as per Doora Grama Panchayat Records] the in the name of the Vendor.
2. Whereas the vendor, who has in possession and enjoyment of the Schedule Property without any let or hindrance from any person or persons, has offered to sell/transfer the Schedule Property in favour of the Purchaser representing and assuring as follows;

* That the Entire Property is the absolute property of the Vendor and that no other person or persons has /have any right, title of interest or share therein.
* That the Vendor’s authority to seller otherwise alienate the Schedule Property is not impeded in any manner.
* That the Vendor has not created any charge over the Schedule Property and the Schedule Property is free all encumbrances, charges, liens and claims.
* That the Vendor has not entered into any Agreement of Sale or Power of Attorney in respect of the Schedule Property in favour of any person or persons whomsoever other than the Joint Development Agreement and Power of Attorney with the DEVELOPER.
* That the Schedule Property is not subject to any litigation, court attachment or revenue attachment or acquisition proceeding of what so ever kind.

**NOW THIS DEED OF ABSOLUTE SALE WITNESSES AS FOLLOWS;**

1. **ABSOLUTE SALE :**

THAT, the Vendor assure the Purchase the Purchaser that the Vendor has the absolute right to sell the Schedule Property, to the purchaser and the Vendor do hereby grants, transfer, assigns and convey the Schedule Property to the Purchaser by **‘ABSOLUTE SALE’.**

1. **CONSIDERATION :**
2. THAT, the total consideration for the sale of Schedule Property is of **Rs.4,00,000/-** (**Rupees Four Lakh Only**).
3. THAT, the Purchaser has paid unto the Developer a sum of **Rs.2,20,000/-** (**Rupees Two Lakh Twenty Thousand Only**) by way of Cheque No. **000351** dated **14-12-2022** drawn on Karnataka Grameena Bank and **Rs.1,80,000/-** (**Rupees One Lakh Eighty Thousand Only**) by way of Cash towards sale consideration of Schedule Property. The Developer/Vendor acknowledge the same.

1. THAT, the Vendor hereby releases and discharge the purchaser by admitting and acknowledging the receipt of **Rs.4,00,000/-** (**Rupees Four Lakh Only**) from the purchaser towards full and final settlement of the total amount of consideration for the sale of Schedule Property, subject to realization.
2. **MARKETABLE TITLE :**

THAT, the Vendor assures the Purchaser that the Vendor has good, subsisting and marketable title in the Schedule Property and thereby have the right to transfer the same and to give possession. Further, the Vendor assures the Purchaser that the Schedule Property is free from all encumbrances, lispendens, court attachments, notice of acquisitions, Court Injunction, 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 Purchaser absolutely and forever together with writing and other evidences of title.

1. **OUTGOING:**

THAT, the Vendor and the Developer assures the Purchaser that the amount due to any Government or Semi Government or other statutory bodies in the form of taxes, rates, cesses etc., in respect of the Schedule Property 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 and the Developer assures the Purchases that the Vendor would be liable for such payment(s).

1. **DELIVERY OF DOCUMENTS :**

THAT, the Vendor and the Developer on the date of registration of this Absolute Sale Deed, has delivered the Photocopies of the original title documents and also Original Panchayat Khatha, Original Tax Paid Challan pertaining to Schedule Property and Original Sale Deed executing on this even date to the Purchaser and the Purchaser acknowledges the receipt of the same .

1. **VACANT POSSESSION :**

THAT, the Vendor and the Developer on 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 Vendor and the Developer or any person/(s) claiming through or under the Vendor.

1. **INDEMNITY :**

THAT, furthermore, the Vendor and the Developer assures to Indemnify and keep Indemnified the Purchaser against losses, damages, costs, charges and expenses, if any, suffered by reason of any defect in the title of the Vendor and the Developer or any breach of covenants hereunder contained.

1. **LAWFUL ACTS :**

THAT, the Vendor and the Developer 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 Properly in the manner aforesaid according to the true intent and meaning of this deed.

1. **KHATHA TRANSFER:**

THAT, the Vendor and the Developer have no objection for the Khatha of the Schedule Property being transferred and registered in the name of the Purchaser in the records of Concerned Grama Panchayath / Mysuru Urban Development Authority / Mysuru City Corporation, Mysuru. Further, the Vendor and the Developer have no objection for any other changes / transfer required to be made in favour of the Purchases in the records of other Competent Authority/(s) according to law for the time being in force.

1. **STAMP DUTY AND REGISSTRATION EXPENSES :**

THAT, the Stamp Duty and Registration expenses for the registration of this Sale Deed are borne by the Purchaser.

1. **MARKET VALUE :**

THAT, the consideration mentioned above, is the Market Value of the Schedule Property.

**SCHEDULE PROPERTY**

**ALLTHE PIECE AND PARCEL OF THE** Property bearing **Site No. 17,** Doora Gram Panchayat Property **No. 475/17**, in a Private Residential Layout, carved out of Entire Property, situated at **Taluru village, Jayapura Hobli, Mysuru Taluk, Mysuru District [**Doora Grama Panchayat Form No. 9 & 11A **Unique No. 152200421124024603]** and bounded by :-

East By : Site No. 26

West By : Road

North By : Sy. No. 95/2

South By : Site No. 18

Measuring **East to West : 12.00 Meters, North to South : (7.56+6.69)/2 Meters totally measuring 85.50 Square Meters**

**IN WITNESS WHERE OF**, the Vendor and Purchaser have affixed their signatures to the Absolute Sale Deed on the day, month and year first above written.

**WITNESSES:**



**(OWNER/VENDOR)**



**(PURCHASER)**