**ABSOLUTE SALE DEED**

This **ABSOLUTE SALE DEED** is made in Mysore on this **22nd** day of September Two Thousand and Twenty-Three. **(22/09/2023)**

BETWEEN:

1. Sri. L.Basavaraju, S/o Late C .Lingaiah

Aged about 82 years, AADHAAR NO: 5013 7341 4876

1. Smt.H.M.Bangaramma, W/o L.Basavaraju,

Aged about 73 years, AADHAAR NO: 8295 6152 0642

1. Sri.B.Rohith Kumar, S/o L.Basavaraju,

Aged about 51years, AADHAAR NO: 4419 7415 4216

1. Smt.P.Kavitha, W/o B.Rohith Kumar,

Aged about 41years,AADHAAR NO: 3770 4793 9905

1. R. Chandana D/o B.Rohith Kumar,

Aged about 14years, since Minor, AADHAR No: 570967496217

represented by her Father and natural Guardian

Sri. B RohithKumar

6. R.Adithya, S/o B.Rohith Kumar,

Aged about 11, since Minor, AADHAR NO:707089886313

represented by his Father and natural Guardian

Sri. B Rohith Kumar

Above All residing at No:2, A Block ,1st stage,

J P Nagar, Mysore south, Mysore-570031

The parties at Sl No:1 to 6 are Represented by their General Power of Attorney Holder**Sri.Suresha** and **Sri. B.T.Mahesh** ,the General Power of Attorney dated: 18/11/2020, is registered as Document No: MYW-4-00185-2020-21,CD NO:MYWD582 at Sub-Registrar office,Mysore West.

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

**1. Sri.Suresha,**

S/oMarigowda , Aged about 45 years ,

Residing at No.83, KamadhenuRoad,Bogadi,Mysore -570026

AADHAAR NO: 7617 0539 5046, PAN NO: AWRPS6934Q

**2. Sri. B.T.Mahesh**,

S/o Late Thammana, Aged about 42 years,

Residing at Ward No:7, 5thCross,Adarshnagar, Mysore Road,

Channarayapatna Taluk, Hassan District-573116

AADHAAR NO: 2229 2788 4783, PAN NO: AKLPM4383K

Herein after together called as “**DEVELOPER”**a registered partnership firm named as M/s S.M.Developers represented by both the partners as said abovewhich expression shall unless repugnant to the context mean and include his heirs, legal representatives, administrators, executors and assigns of the One Part:

The **“THE OWNER”** and the **“DEVELOPER”** are together called as **“FIRST PARTY”**

AND

**Sri. PRASHANTH CHINNAPPA MANGALI**

Aged about 37 years

S/o Sri. M B Chinnappa,

“Neelakrupa” Near Inspection Bungalow,

Somawarpet, Kodagu District – 571 236.

Aadhaar No: 5327 8286 1758.

Pan No: CUNPP8188F.

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 GuntasKarab 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 GuntasKarab land to one Marigowda S/oNingegowda through registered sale Deed dated : 02/05/1973, which was registered as Vide Document No: 961/73-74 , at sub-Registrar office, Mysore Taluk and later Marigowda S/oNingegowda 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/oC.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 Vide 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 GuntasKarab land was originally granted to One Chakranarasaiah as per order dated: 10/06/1939. Later one Hanumanthaiah @ Chikkahidaiah, S/o ChakkaradoddaiahanaNarasaiah has sold 1 Acre 10 Guntas out of 5 Acre excluding 19 GuntasKarab land to one Doddathammegowda S/o Joggegowda @ Parvathegowda through sale Deed dated:15/04/1974, Vide 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 Manjula 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 Manjula 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 GuntasKarab 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 GuntasKarab 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 toP.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 Sappemada ,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 ThottadaHonnegowda 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.LaterChulvegowda 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:1Sri.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, 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 , 4.Smt.P.Kavitha,W/o B.Rohith Kumar, Aged about 37 years ,5.R.Chandana D/o B.Rohith Kumar, Aged about 11 years ,since Minor represented by her Mother Smt.P.Kavitha ,6. 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 owner**Sri.Ranjan.M.K** and **Sri. Sharath.S** 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.And Supplementary sharing agreement Dated:19-04-2023, which is registered as Document No: MYW-1-01059-2023-24, CD NO: MYWD1213 at Sub-Registrar office, Mysore West.

The Schedule “B” Property bearing **Site No:48** in the layout known as **“G9 VINYAS”**has fallen to the share of the Developers /First party herein as per the 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 DEVELOPER /First party herein, 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.12,24,000/- (Rupees Twelve Lakh Twenty-Four Thousand 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. 3,00,000/- (Rupees Three Lakh only)** in favor of first party by way of Cheque No. **005680** drawn on **Union Bank of India** dated **21.06.2023.**
2. **Rs. 9,24,000/- (Rupees Nine Lakh Twenty-Four Thousand only)** in favor of first party by way of Cheque No. **005688** drawn on **Union Bank of India** dated **22.09.2023.**

The FIRST PARTY hereby acknowledges the full and final receipt of Sale consideration.

**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 Katha 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 Sy No: 80/1 ,Total measuring 1 Acres 10 Guntas , Land bearing Sy No: 80/2 , Total measuring 1 Acres 10 Guntas, Land bearing Sy No: 80/3 , Total measuring 2 Acres 20 Guntas , Land bearing Sy No: 83(Old No:33/2 Block), Total measuring 1 Acres 30 Guntas, land bearing Sy No: 35/3 (Old No:35/1) , measuring 2 Acres 24½ Guntas and Sy No: 36/5 (Old No:36/1) , measuring 31Guntas , **Total measuring 10 Acre 5 ½ Guntas**, Residentially converted land, situated at Jattihundi Village, YelwalaHobli,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 Hemmanahalli Village |
| South By | Land of Survey No:36/1,35/1,33,34,82 |

**SCHEDULE “B”PROPERTY**

All that piece and parcel of the **Site No: 48**in the layout known as **“G9 VINYAS” (RERA NO:PRM/KA/RERA/1268/378/PR/031022 /005298) Assessment No : 881/48 Property No.2500856092** (As per Form No:3 issued by Bogadhi Pattana Panchayath) measuring **East to West 9.14 meters, North to South (12.13+12.76)/2 meters in total 113.75 square meters**, developed on the Schedule “A” property, situated at Jattihundi Village, YelwalaHobli, Mysore Taluk, Mysore District, Bounded by:

|  |  |
| --- | --- |
| East By | Site No.47 |
| West By | Site No.49 |
| North By | Road |
| South By | Property of SY No.34 |

**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:**

“ THE OWNER”

**THE FIRST PARTY**

Represented by their GPA holder **Sri.Suresha** and **Sri. B.T.Mahesh**

“THE DEVELOPERS”

**THE FIRST PARTY**

**SECOND PARTY**

(PURCHASER)

**ABSOLUTE SALE DEED**

This **ABSOLUTE SALE DEED** is made in Mysore on this **18th** August Two Thousand and Twenty-Three **(18/08/2023)**

BETWEEN:

1. Sri. L.Basavaraju, S/o Late C. Lingaiah

Aged about 82 years, AADHAAR NO: 5013 7341 4876

1. Smt.H.M.Bangaramma, W/o L.Basavaraju,

Aged about 73 years, AADHAAR NO: 8295 6152 0642

1. Sri.B.Rohith Kumar, S/o L.Basavaraju,

Aged about 51years, AADHAAR NO: 4419 7415 4216

1. Smt.P.Kavitha, W/o B.Rohith Kumar,

Aged about 41years,AADHAAR NO: 3770 4793 9905

1. R. Chandana D/o B.Rohith Kumar,

Aged about 14years, since Minor, AADHAR No: 570967496217

represented by her Mother Smt.P.Kavitha

6. R.Adithya, S/o B.Rohith Kumar,

Aged about 11, since Minor, AADHAR NO:707089886313

represented by his Mother Smt.P.Kavitha

Above All residing at No:2, A Block ,1st stage,

J P Nagar, Mysore south, Mysore-570031

The parties at Sl No:1 to 6 are Represented by their General Power of Attorney Holder**Sri.Suresha** and **Sri. B.T.Mahesh** ,the General Power of Attorney dated: 18/11/2020, is registered as Document No: MYW-4-00185-2020-21,CD NO:MYWD582 at Sub-Registrar office,Mysore West.

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

**1. Sri.Suresha,**

S/oMarigowda , Aged about 45 years ,

Residing at No.83, KamadhenuRoad,Bogadi,Mysore -570026

AADHAAR NO: 7617 0539 5046, PAN NO: AWRPS6934Q

**2. Sri. B.T.Mahesh**,

S/o Late Thammana, Aged about 42 years,

Residing at Ward No:7, 5thCross,Adarshnagar, Mysore Road,

Channarayapatna Taluk, Hassan District-573116

AADHAAR NO: 2229 2788 4783, PAN NO: AKLPM4383K

Herein after together called as “**DEVELOPER”** a registered partnership firm named as M/s S.M.Developers represented by both the partners as said abovewhich expression shall unless repugnant to the context mean and include his heirs, legal representatives, administrators, executors and assigns of the One Part:

The **“THE OWNER”** and the **“DEVELOPER”** are together called as **“FIRST PARTY”**

AND

**Smt. ASHA ARYA GOWDA**

W/o Arya Kumar Gowda,

Aged About 35 Years

#73, 6th A Main Road, 14th Cross,

Kurubarahalli, Bangalore – 560 086.

AADHAAR No:7136 1356 5151.

PAN: CEVPA2204K.

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 GuntasKarab 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 GuntasKarab land to one Marigowda S/oNingegowda through registered sale Deed dated : 02/05/1973, which was registered as Vide Document No: 961/73-74 , at sub-Registrar office, Mysore Taluk and later Marigowda S/oNingegowda 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/oC.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 Vide 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 GuntasKarab land was originally granted to One Chakranarasaiah as per order dated: 10/06/1939. Later one Hanumanthaiah @ Chikkahidaiah, S/o ChakkaradoddaiahanaNarasaiah has sold 1 Acre 10 Guntas out of 5 Acre excluding 19 GuntasKarab land to one Doddathammegowda S/o Joggegowda @ Parvathegowda through sale Deed dated:15/04/1974, Vide 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 Manjula 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 Manjula 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 GuntasKarab 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 GuntasKarab 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 toP.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 Sappemada ,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 ThottadaHonnegowda 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.LaterChulvegowda 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:1Sri.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, 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 , 4.Smt.P.Kavitha,W/o B.Rohith Kumar, Aged about 37 years ,5.R.Chandana D/o B.Rohith Kumar, Aged about 11 years ,since Minor represented by her Mother Smt.P.Kavitha ,6. 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 owner**Sri.Ranjan.M.K** and **Sri. Sharath.S** 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.And Supplementary sharing agreement Dated:19-04-2023, which is registered as Document No: MYW-1-01059-2023-24, CD NO: MYWD1213 at Sub-Registrar office, Mysore West.

The Schedule “B” Property bearing **Site No:129** in the layout known as **“G9 VINYAS”** has fallen to the share of the Developers /First party herein as per the site sharing Agreement Dated:24/03/2023.

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 DEVELOPER /First party herein, 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.13,50,000/- (Rupees Thirteen Lakh Fifty Thousand 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. 3,00,000/- (Rupees Three Lakh only)** in favor of first party by way of online transfer Ref No. KKBKRdated52023052900760428 29.05.2023.
2. And for balance consideration of **Rs.10,50,000/- (Rupees Ten Lakh Fifty thousandonly)**by way of RTGS Ref No.KKBKH23229653394 dated 17.08.2023..

The FIRST PARTY hereby acknowledges the full and final receipt of Sale consideration.

**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 Katha 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, cessetcUpto 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 Sy No: 80/1 ,Total measuring 1 Acres 10 Guntas , Land bearing Sy No: 80/2 , Total measuring 1 Acres 10 Guntas, Land bearing Sy No: 80/3 , Total measuring 2 Acres 20 Guntas , Land bearing Sy No: 83(Old No:33/2 Block), Total measuring 1 Acres 30 Guntas, land bearing Sy No: 35/3 (Old No:35/1) , measuring 2 Acres 24½ Guntas and Sy No: 36/5 (Old No:36/1) , measuring 31Guntas , **Total measuring 10 Acre 5 ½ Guntas**, Residentially converted land, situated at Jattihundi Village, YelwalaHobli,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 Hemmanahalli Village |
| South By | Land of Survey No:36/1,35/1,33,34,82 |

**SCHEDULE “B”PROPERTY**

All that piece and parcel of the **Site No: 129** in the layout known as **“G9 VINYAS” (RERA NO:PRM/KA/RERA/1268/378/PR/031022/ 005298) Assessment No:881/129, Property No.9305445885** (As per Form No:3 issued by Bogadhi Pattana Panchayath) measuring **East to West 9.14 meters, North to South 13.72 meters in total 125.4 square meters**, developed on the Schedule “A” property, situated at Jattihundi Village, Yelwala Hobli, Mysore Taluk, Mysore District, Bounded by:

|  |  |
| --- | --- |
| East By | Site No.130 |
| West By | Site No.128 |
| North By | Site No.162 |
| South By | Road |

**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:**

“ THE OWNER”

**THE FIRST PARTY**

Represented by their GPA holder **Sri.Suresha** and **Sri. B.T.Mahesh**

“THE DEVELOPERS”

**THE FIRST PARTY**

**SECOND PARTY**

(PURCHASER)