**ABSOLUTE SALE DEED**

This **DEED** is executed on this 19th day of July Two Thousand and Twenty-One **(19-07-2021)** by,

**“M/s. IVANKA Builders and Developers” (PAN No. AAEF14600E, AADHAAR NO. 5863 8498 3410)** A Partnership firm situated at No. 2934/1, 3rd Main Road, V.V Mohalla, Mysore represented by its Managing partner, Sri Gopalakrishna Nayak aged about 55 years (Herein after called as **“VENDORS”** on the First part)

AND

1. Mahadevegowda S/o. Late. Devegowda aged about 63 years
2. Gayathramma W/o. Mahadevegowda aged about 55 years
3. Swamy S/o Mahadevegowda aged about 33 years
4. Raghu S/o Mahadevegowda aged about 30 years
5. Srikantegowda S/o Devegowda aged about 59 years
6. Smt.Sundaramma W/o Srikantegowda aged about 50 years
7. Mahadevamma D/o Srikantegowda aged bout 28 years
8. Mahesha S/o Srikantegowda aged about 25 years
9. Krisbnegowda S/o Devegowda aged about 56 years
10. Puttamma W/o Krishnegowda aged about 47 years
11. Chandrashekar S/o Krishnegowda aged about 24 years
12. Abhishek S/o Krishnegowda aged about 22 years.
13. Chandregowda S/o late. Devegowda aged about 51 years
14. Sakamma W/o Chandregowda aged about 43 years
15. Ravichandran S/o Chandregowda aged about 22 years
16. Nagesha S/o Chandregowda aged about 20 years
17. D.SomegowdaS/o. Late. Devegowda aged about 47 years
18. Mangalamma W/o Some gowda aged about 40 years
19. Nagaveni D/o Somegowda aged about 19 years
20. Jagadeesha S/o Somegowda aged about 14 years

All are residents of Hosakamanakoppalu village, Elwala Hobli, MysoreTaluk represented by their registered General power of attorney Holder Sri. Gopalakrishna Nayak, Managing partner, **“M/s. IVANKA Builders and Developers”** a partnership firm situated at No.2934/1, 3’d Main Road, V.V.Mohalla, Mysore-570023. Herein after called as on the VENDORS of the Second part).

**INFAVOUR OF**

**Mr. VINIT J SHAH**, (**PAN NO. BVVPS4823C, AADHAAR NO. 4170 1973 5660**) S/o, Jayant R Shah, aged about 31 Years, # 4561, 1st Floor, 16th Main Road, K D Circle, Vijayanagar II Stage, Mysuru – 570017 (hereinafter called as **VENDEE”**).

**WITNESSES AS FOLLOWS:**

Whereas the original land bearing Sy.No.244, measuring 6 Acre 16 Guntas situated at Nagawala Village, Elwala Hobli, Mysore Taluk, was owned by one Mr.Venkataramana lyengar. Further the same was purchased by one Mr.Ramadevaru S/o Matada Basavaiah and through succession the same was transferred to his son Mr.Basava1inganna vide mutation entry No.1/1938-39. Further out of the said land, an extent of 3 Acres and 10 Guntas was purchased from Mr.Basavalinganna by one Mr.Nagabhushanamurthy and an extent of 3 acres 06 Guntas was purchased from Mr.Basava1inganna by Smt. Sakamma Vide Sale deed dtd.19.11.1986 and an extent of 1 Acre 10 Guntas from Mr.Nagabhushanamurthy vide sale deed dtd.13.11.1997.

Further an extent of 2 Acres was purchased by Mr.Somegowda S/o. Mr.Devegowda from Mr. Nagabhushanamurthy Vide sale deed dtd. l3.11.1997. With this Sakamma and family had acquired right title and possession over the schedule property of 6 acres and 16 Guntas. Further 4 Acre 16 Guntas of the said land in the name of Smt. Sakamma was converted for residential use by Deputy Commissioner Mysore vide alienation order No.ALN (1) 105A/2006-07 Dtd.29.06.2007. Further 2.00 Acre of the said land in the name of Somegowda was converted for residential use by Deputy Commissioner Mysore vides alienation order No. ALN (1) 114/2006-7 Dtd. 29.06.2007.

Whereas second part of the vendors (the land owners) of the above alienated land bearing Sy.No.244, measuring 6 Acre16 Guntas situated at Nagawala Village, Elwala Hobli, Mysore Taluk, had entered into a Joint development agreement with the parties of the First Part Vendor “M/s. IVANKA Builders and Developers”, Mysore, which is registered in the office of sub- registrar, Mysore west, Mysore vide. Book No.1, Document No.MYW-1-07078/2013-14 C.D.No.MYWD 19 dt. 30.11.2013. As per the terms of the JDA the share of the land owners is 48% and the share of Developers is 52% (Ratio 48:52).

Whereas all land owners have also executed a registered General power of attorney empowering Sri. Gopalakrishna Nayak, managing partner “M/s. IVANKA Builders and Developers”, Mysore, to execute the registered sale deeds in favour of prospective buyers and the said document was registered in the office of the sub Registrar, Mysore west in Book No. IV document No. MYW-4-00303/2013-14 C D No. MYWD 19, dated: 30.11.2013.

A partition decree dated: 26.10.2013 in O.S. No.837/2013 is passed on the file of I Addl. Senior Civil judge and CJM at Mysore in respect of the schedule property. In the said decree of partition one of the land owners Mr. D. Krishne Gowda S/o late. Devegowda became the absolute owner of the alienated land bearing Sy.No.244, measuring 1 Acre 04 Guntas situated at Nagawala Village, Elwala Hobli, Mysore Taluk.

Whereas as per the terms of Joint Development Agreement the Developers entitled to 52% share in the developed sites in the total land. Whereas as per the terms of Joint Development Agreement Mr.D. Krishnegowda S/o Late. Devegowda was entitled to 48% share in the developed sites in his 1 acre 04 guntas of land. Due to their family financial constraint, they were in need of money and sold the entire extent of 1 acre 04 guntas in survey no.244 of Nagawala including their share in the developed sites by virtue of registered sale deed:28.05. 2014.which is registered in the office of the sub-registrar, Mysore, vide Book No.1, Document No. MYW- l -01720-2014- 15 CD.No. MYWD-28 to the Vendor **M/s. IVANKA Builders and Developers, Mysore**.

After complying the formalities, the Developers (parties of the first part of Vendors) has formed residential layout as per plan approved in MUDA meeting vide My.vi 18 (02) dated.10.04.2015. Subsequently Mysore Urban Development Authority, Mysore has issued orders for release of sites vides its letter My.Na.Pra/PB/Kha .Ba/1093/2017-18 dated; 09.08.2017 in favor of the vendors. The schedule **Site bearing No.61** is one among the sites released. As per the **Agreement and Ghoshana Patra** between first and second part of the vendors the schedule site is allotted to the **share of the developer**. The Khata of the schedule property is also transferred in the name of the vendors via No. MY.NA.PRA/KHATA 16437/17-18 dated 10.10.2017 and the vendors has paid up to date tax to the concerned authority and the vendors has been in physical possession and enjoyment of the property as absolute owner thereof. Except the vendors no other person/s are having any right over the property and the vendors is having saleable right, marketable title over the property. The Vendors during the course of their business schedule **property bearing No.61** for a valuable virtue of this sale.

**THIS INDENTURE OF SALE WITNESSES AS FOLLOWS**

The Vendee has paid the sale consideration to the Vendor **Rs.8,00,000/- (Rupees Eight Lakh only)** by the way following manner.

1. **Rs. 2,00,000/- (Rupees Two lakh only)** by way of online transaction No. **111914810356** dated **29/04/2021** to the vendor.
2. **Rs. 1,00,000/- (Rupees One lakh only)** by way of online transaction No.**118218154033** dated **01/07/2021** to the vendor.
3. For balance consideration or **Rs. 5,00,000/- (Rupees Five Lakh only)** vendee availed a housing loan from HDFC Ltd, disbursed vide a bankers cheque bearing No. **329978** drawn on HDFC Bank ltd, dated **19-07-2021**, before undersigned witness at the time of Registration of sale deed.

The total Sale Consideration of **Rs.8,00,000/- (Rupees Eight Lakh only)** to the Vendors (parties to the first part). The Vendors has acknowledged the receipt of the entire sale consideration for the full and final settlement and further acknowledges that there is no balance from the Vendee in respect of this sale.

The Vendors have handed over the vacant possession of the schedule property to the Vendee this day in front of the witnesses, who have affixed their signatures to this document, free from all encumbrances. The Vendors hereby covenant that hereafter the Vendee become the absolute owner of the schedule property. The Vendee having taken possession of the schedule property can enter upon, possess and enjoy the same without any hindrance from anybody calming under or through the vendors.

The vendors assure that as on today the Khatha of the schedule property is standing in the name of vendor. The vendor has stated no objection to the vendee to get the Khatha transferred to his name and to pay future Tax to the authority. The vendors assure that the schedule property is not subject to any civil litigation in any court of law and further assures that the schedule property is not subject to any court attachments, lien, maintenance charge or minor interest. The vendor further assures that the schedule property is also not subject to any surety.

The vendors have handed over copy of all the documents of title of the property, and revenue documents like Khatha, Tax paid receipts pertaining to the schedule property to the vendee this day before the witnesses. The vendors assure that they have not sold the schedule property to any other person/s except to the vendee by virtue of this sale. The vendor assure that they have conveyed the absolute right, title and interest to the Vendee in respect of the schedule property through this sale. The Vendors further assure and undertake to execute any other document at a future dates in favor of the vendee in case any legal necessity.

The developers share of sites and the land owner’s share of sites have been identified and allotted. The schedule property is part of the Developer share and the land owners have no manner of right, title or interest what so ever over the schedule property.

The terms and expression vendors and vendee include their heirs, Administrators, successors, attorney holders, legal representatives, respectively.

**SCHEDULE**

All that piece and parcel of residential site bearing **No.61** measuring **East toWest 12.00** meter and **North to South 9.00** meter consists of area measuring **108** Square meters, formed in the alienated land bearing Sy.No.244, which was developed by **M/s. IVANKA Builders and Developers, ‘Sri Sidhivinayaka Layout‘** situated at Nagawala village, Elwala Hobli, Mysore Taluk, the sites released in favour of Vendors by MUDA bounded on:

|  |  |  |
| --- | --- | --- |
| **East by** | **:** | **Site No. 40** |
| **West by** | **:** | **9.0 M Road** |
| **North by** | **:** | **Site No. 62** |
| **South by** | **:** | **Site No. 60** |

Measuring **East to West 12.00** meter and **North to South 9.00** meter consists of area measuring **108 Square meter** residential site.

In witnesses where of the vendors, GPA Holder and Vendee have affixed their respective signatures to this instrument on the day, month and year above mentioned.

**WITNESSES**.

**1.**

**GPA Holder (Gopalakrishna Nayak)**

**2**.

**“VENDORS”**

**“VENDEE”**