ABSOLUTE SALE DEED

This **INDENTURE OF ABSOLUTE SALE DEED** is made and executed on this Sixteenth Day of April, Two Thousand Twenty-One (16/04/2021) at Mysuru, by;

1. **SMT. SHASHI ASHVINI RANJAN**

W/o. Sri. Ashvini Ranjan,

Aged about 65 years,

(Aadhaar No. 9957 3235 4992)

(PAN: ACBPR 9487 R)

1. **SRI. ASHVINI RANJAN**

S/o Late T.A.S Ranjan

Aged about 76 years,

(Aadhaar No.8405 5168 2388)

(PAN: ABJPR 9936 Q)

Both residing at No.31, 3rd Block, 6th Main, Jayalakshmipuram, Mysore

Hereinafter called the **“VENDORS”** (which term unless repugnant to the context shall mean and include their heirs, assignees and legal representatives etc.,) represented by General Power of Attorney holder Sri. Viren Ranjan (Aadhaar No.6534 0862 1593)

(PAN: AFJPR 9385 R) vide registered General Power Of Attorney, registered in the Office of the Sub Registrar West, Mysore, bearing No.MYW-4-00267-2020-21 dated 20.02.2021 of the ONE PART;

**IN FAVOUR OF**

**MR.HARIPRASAD T.V**

Aged about 42 years,

Residing at # 2, Gallhalli, Hosakere,

Madhugiri, Tumkur – 572132.

(**PAN: AOBPH 1289 K)**

**(Aadhaar No. 5302 2242 1325)**

Hereinafter called the **“PURCHASER”** (which expression shall unless repugnant to the context mean and include his heirs, legal representatives, executors, administrators and assigns or its successors in interest and assigns) of the OTHER PART;

**WHEREAS:**

The Vendor Smt. Shashi Ashvini Ranjan purchased the land bearing Sy No.240/3A measuring 1 Acre 15 Guntas situated at Yelawala Village, Yelawala Hobli, Mysore Taluk, and District from Sri Chikkegowda and others. Sri Chikkegowda and along with his family members have jointly executed a Registered Sale Deed dated 25/06/1976 in favour of Smt. Shashi Ashvini Ranjan and the same is registered as document No. 194 at pages 26-28, Vol. 566 of book 1, before the Sub-Registrar, Mysore, thereby conveying the absolute right and title over the land bearing Sy. No.240/3A measuring 1 Acre 15 Guntas. After purchase, the Khatha of the said land was mutated in the name of Smt. Shashi Ashvini Ranjan through mutation Proceedings bearing M.R. No. 16/76-77. After durasth, land bearing Sy No.240/3A measuring 1 Acres 15 Guntas were assigned new sub numbers and renumbered as Sy. No. 240/3A2 measuring 25 guntas and Sy No.240/3b measuring 30 guntas.

The Vendor Smt. Shashi Ashvini Ranjan purchased the land bearing Sy. No.240/3A measuring 1 Acre 13 Guntas situated at Yelawala Village, Yelawala Hobli, Mysore Taluk, and District from Sri. Thomas Kuncheriya Rajakulam through Registered Sale Deed dated 26/02/1984 and the same is registered as document No. 1526 at pages 161-169, Vol. 678 of book 1, before the Sub-Registrar, Mysore, thereby conveying the absolute right and title over the land bearing Sy. No. 240/3A measuring 1 Acre 13 Guntas. After purchase, the Katha of the said land was mutated in the name of Smt. Shashi Ashvini Ranjan through mutation Proceedings bearing M.R. No. 47/1983-84. After durasth, bearing Sy. No.240/3A measuring 1 Acre 13 Guntas was assigned a new sub number and renumbered as Sy. No. 240/3A1.

The Vendor Sri Ashvini Ranjan purchased the land bearing Sy No. 229/1 measuring 1 Acre situated at Yelawala Village, Yelawala Hobli, Mysore Taluk, and District from Smt. Jayamma and others. Smt. Jayamma and along with her family members have jointly executed a Registered Sale Deed dated 08/08/2006 in favour of Sri Ashvini Ranjan and the same is registered as No.MYN-1-13902-2006-07 and CD No MYND106 at book No.1 before the Sub Registrar, Mysore North, Mysore, thereby conveying the absolute right and title over the land bearing Sy. No.229/1 measuring 1 Acre. After purchase, the Katha of the said land was mutated in the name of Sri. Ashvini Ranjan through mutation Proceedings bearing M.R. No. 42/2009-210.

The Vendors are the absolute owners and in uninterrupted possession of all that piece and parcel of land, bearing Sy. Nos. 240/3A1, 240/3A2, 240/3B and 299/1 having purchased the same under various registered deeds of sale entered into between the Vendors and the original owners of the said lands.

The Vendors have formulated a scheme to develop the lands bearing Sy. Nos. 240/3A1, 240/3A2, 240/3B and 299/1, into a private layout comprising of several sites of different dimensions, with roads for the use and enjoyment of the purchasers of the said sites.

Pursuant to the above scheme, on the representation and upon payment of the prescribed fees towards conversion and podi charges by the Vendor Smt. Shashi Ashvini Ranjan, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum / Alienation Order dated 10/11/2017 bearing No. A.L.N (1) C.R. 78/2017, thereby permitting change of land use to Smt. Shashi Ashvini Ranjan for lands bearing Sy. No. 240/3A1, measuring 1 acre 13 guntas, Sy. No.240/3A2 measuring 25 guntas and Sy. No. 240/3B, measuring 30 guntas of Yelawala Village, Yelawala Hobli, Mysore Taluk and District from non agricultural purpose ( Poultry Farm) to residential purpose.

Further, on the representation and upon payment of the prescribed fees towards conversion and podi charges by Sri Ashvini Ranjan, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum / Alienation Order dated 17/06/2017 bearing No. MYSDC-ALN1/ALN/77/2017, thereby permitting change of land use to Sri Ashvini Ranjan for the land bearing Sy. No. 229/1, measuring 1 acre of Yelawala Village, Yelawala Hobli, Mysore Taluk and District from agricultural purpose to residential purpose.

The development of the land bearing Sy.No.229/1 measuring 1 Acre, land bearing Sy. No. 240/3A1 measuring 1 Acre 13 Guntas, Sy. No. 240/3A2 measuring 25 guntas and Sy. No. 240/3B measuring 30 guntas, totally measuring 3 Acres 28 Guntas is approved by the Mysore Urban Development Authority, Mysore, within whose jurisdiction the aforesaid property is situate, subject to the condition that the above said authority shall take over the roads formed in the said layout and the same shall also be handed over by the Vendor. Both Smt. Shashi Ashvini Ranjan and Sri Ashvini Ranjan have executed a Registered Deed of Relinquishment dated 24/02/2020 in favour of Governor, Government of Karnataka, represented by Commissioner, Mysore Urban Development Authority (MUDA), Mysore and the same is registered as document No. MDA-1-01567-2019-20 in C.D No. MDAD-315 of book 1, before the Additional District Registrar, MUDA, Mysore, thereby relinquishing their right over the public utility spaces such as Roads, Parks, C.A. sites etc.

Subsequently, the Mysore Urban Development Authority (MUDA), Mysore has issued a Letter dated 12/03/2020 to Smt. Shashi Ashvini Ranjan and Sri Ashvini Ranjan with respect to provisional layout plan from MUDA, Mysore for formation of the residential sites with respect land bearing Sy.No.229/1, measuring 1 Acre, land bearing Sy.No.240/3A1 measuring 1 Acre 13 Guntas, Sy. No. 240/3A2 measuring 25 guntas and Sy. No. 240/3B measuring 30 guntas, totally measuring 3 Acres 28 Guntas. Further, the Mysore Urban Development Authority (MUDA), Mysore has issued the Work Order dated 25/06/2020 in the name of Smt. Shashi Ashvini Ranjan and Sri Ashvini Ranjan permitting them to execute the works pertaining to the development of the layout. After formation of the layout , the Mysore Urban Development Authority (MUDA), Mysore issued final approved layout plan in favor of Smt. Shashi Ashvini Ranjan and Sri Ashvini Ranjan by releasing 100 % of sites with correct dimension vide order MYNAPRA/ NAYOSHA/ VINYASA/ 62/ 2020-21 dated 25.01.2021. Whereas, as per the requirement of RERA regulations, both Smt. Shashi Ashvini Ranjan and Mr. Ashvini Ranjan have executed a registered Memorandum Of Understanding (Agreement) bearing registration No. 260 dated 16.02.2021 registered in the Office of the Sr. Sub Registrar, Mysore West, stating their joint intension to form a layout in the Schedule ‘A’ Survey Numbers which are individually owned.

WHEREAS, the Mysore Urban Development Authority (MUDA), Mysore has issued the Khatha in respect of the Schedule property vide No. MYNAPRA/KHATHA-37955 dated 30.01.2021 in the name of Smt. Shashi Ashvini Ranjan and Sri Ashvini Ranjan with respect to the Schedule Property.

The layout formed and developed in the alienated land bearing Survey nos. 229/1, 240/3A1, 240/3A2 and 240/3B, total measuring 03 Acres 28 Guntas situated at Yelawala Village, Yelawala Hobli, Mysore Taluk**,** and District and the same is morefully described in the Schedule hereunder and is hereinafter referred to as Schedule **‘A’ Property.** The Vendors referred above are in possession and enjoyment of the **Schedule ‘A’ Property** and have the unfettered right and absolute title to deal with the **Schedule ‘A’ Property** in any manner as they desire.

The Vendors for their convenience, for better prospects and for the legal necessities has expressed their desire to sell the site in the **Schedule ‘A’ Property** wherein the Purchaser has agreed to purchase the site formed in the **Schedule ‘A’ Property**.

**NOW THIS DEED OF SALE WITNESSETH AND THE PARTIES HEREBY AGREE AND DECLARE THAT**

1. The **VENDORS** agree to sell Plot No.05 admeasuring 117.65 square meters more fully described in **SCHEDULE ‘B’** (hereinafter referred to as the **Schedule ‘B’ Property** highlighted in the plan annexed hereto to the Purchaser) for a total consideration of Rs.11,15,000/- (Rupees Eleven Lakh & Fifteen Thousand) only. The **VENDORS** hereby admits that the Purchaser has fully paid the consideration price and no amount is due by them from the Purchaser.
2. In pursuance of the aforesaid agreement for sale, and in consideration of the sale consideration of Rs.11,15,000/- (Rupees Eleven Lakh & Fifteen Thousand only) paid by Mr.Hariprasad T.V to the **VENDORS** (through RTGS Bearing No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), the receipt of which the **VENDORS** hereby acknowledge, the **VENDORS** both hereby sell, grant, convey, transfer and assign UNTO the PURCHASER free from all encumbrances, charges and liens all that piece and parcel of developed vacant residential site No.05, admeasuring square meters described as the **Schedule ‘B’ Property** in the layout formed and comprised in the **Schedule ‘A’ property**, which is fully described in the plan attached hereto together with the tress, plants, shrubs, watercourses, rights, liberties, privileges, easements, advantages, including all prescriptive rights and title and appurtenant thereof relating to the said **Schedule ‘B’ property** herein conveyed UNTO the PURCHASER, absolutely and forever.
3. The **Schedule ‘B’ Property** hereby conveyed is free from all encumbrances, charges, claims, court proceedings, order of attachment, lien, arrears of taxes whatsoever and further the title thereto is clear and marketable.
4. The **Schedule ‘B’ Property** hereby conveyed shall be held and enjoyed peacefully by the Purchaser without any let, hindrance, litigation, disturbance by the **VENDORS** or any persons claiming under or through them.
5. The **VENDORS** will indemnify unconditionally and save the **PURCHASER** harmless against any loss, claim and damages that may be occasioned to **PURCHASER** due to any court proceedings, defect in title or attachment, claim or charge in respect of the **Schedule** 'B' **Property** hereby sold, including the expenses of litigation, in any, that may be incurred by the **PURCHASER** to defend his title to the **Schedule** 'B' **Property.**
6. The **VENDORS** shall do or cause to be done all such acts, deeds and things as the **PURCHASER** may reasonably require, to perfect his title to the **Schedule** 'B' **Property,** at their cost.
7. The **VENDORS** have this day delivered all the notarized copies of the title documents pertaining to the **Schedule ‘A’ property** to the Purchaser and the Purchaser hereby acknowledges the receipt of the same.

**THE PURCHASER HEREBY COVENANTS WITH THE VENDOR THAT:**

1. THE Purchaser shall use the **Schedule** 'B' **Property** for residential construction as per plan approved by the local authorities.
2. Until the Layout is taken over by a statutory Authority / Corporation etc, the **VENDORS** shall undertake the maintenance and upkeep of the common areas, facilities and roads in the Layout. Subsequent to the formation of the Association of Muda Approved layout site owners (hereinafter referred to as the Plot Owners Association), the **VENDORS** shall hand over the responsibility of maintaining and upkeep of the common areas, facilities and roads in the layout to the said Plot Owners Association. To fund the maintenance and upkeep of the layout, the **VENDORS** shall create a “Sinking Fund” consisting of the contributions from the individual site owners. The Purchaser shall pay to the **VENDORS** at the time of execution of this sale deed, an initial non-refundable amount of Rs. 5/Sq. ft of the **Schedule ‘B’ property** site area towards the Sinking Fund (Subject to further escalation from time to time as may be decided by the **VENDORS** or subsequently by the Plot Owners Association). Subsequent to the formation of the Plot Owners Association, the available corpus of the ‘Sinking Fund” account shall be transferred by the **VENDORS** to the Plot Owners Association. The Purchaser shall compulsorily become a member of the Plot Owners Association formed for the welfare, management and maintenance of the common areas and facilities in layout**.** The Purchaser further agrees to comply with the byelaws, rules and regulations that are formed by thePlot Owners Association.
3. The **PURCHASER** shall pay to the **VENDORS** and subsequently to thePlot Owners Association, an “Annual Maintenance Fee” of Rs. 3/Sq.ft for the maintenance of roads, common areas and facilities, including common water charges, street lights, security, repair and charges for electricity and other services. The ‘Annual Maintenance Fee’ is subject to further escalation from time to time as may be decided by the **VENDORS** or subsequently by the Plot Owners Association.
4. The Purchaser in the event of defaulting in the payment of the ‘Annual Maintenance Fee’ to the **VENDORS** / Plot Owners Association and/or violating the rules and regulations pertaining to the use of common facilities in the Layout, the **VENDORS** / Plot Owners Association shall have the right to take all or any action including recourse to legal proceedings to enforce the payment of ‘Annual Maintenance Fee’ or compliance of the byelaws/ rules and regulations of the Plot Owners Association.
5. The Purchaser shall obtain from the **VENDORS** / Plot Owners Association, a “No Due Certificate” pertaining to any fee/ maintenance charges due to the **VENDORS** / Plot Owners Association in the event the Purchaser decides to sell/convey his site in the layout to any other person. The **VENDORS** / Plot Owners Association shall not be obliged to give the ‘No Due Certificate’ if the Purchaser has not settled his dues or is in breachof any rules and regulations pertaining to the layout.
6. The Purchaser shall endeavour to maintain the surroundings clean and shall not cause any nuisance to the neighbors.
7. The **VENDORS** has put the PURCHASER in possession of Schedule 'B' Property on execution of these presents.
8. The stamp duty and Registration Charges of and incidental to this deed of sale shall be borne and paid by the PURCHASER alone.
9. The PURCAHSER shall be eligible to get the Khata transferred from the **Statutory body / MUDA** in his name in respect of Schedule ‘B’ property and the **VENDORS** hereby consent to the same.

**SCHEDULE ‘A’**

All that piece and parcel of alienated land bearing

1. Sy. No. 299/1 measuring 1 acre bounded on the :

East by : Land bearing Sy. No. 229/5

West by : Halla

North by : Land bearing Sy. No. 229/6

South by : Land bearing Sy. No. 240

1. Sy. No. 240/3A1 measuring 1 acre 13 guntas bounded on the :

East by : Road and Land bearing Sy. No. 229

West by : Land bearing Sy. No. 240/3A2

North by : Land bearing Sy. No. 229

South by : Road

1. Sy. No.240/3A2 measuring 25 guntas bounded on the :

East by : Land bearing Sy. No. 240/3A1

West by : Land bearing Sy. No. 240/3B

North by : Land bearing Sy. No. 229

South by : Road

1. Sy. No. 240/3B measuring 30 guntas bounded on the :

East by : Land bearing Sy. No. 240/3A2

West by : Land bearing Sy. No. 239

North by : Land bearing Sy. No. 229

South by : Road

totally measuring 3 acres 28 guntas, comprising of a Muda approved formed and situated at Yelawala Village, Yelawala Hobli, Mysore Taluk and District.

**SCHEDULE ‘B’**

All that piece and parcel of Residential site bearing No.05, measuring East to West 12.00 meters, North to South 9.80 meters, admeasuring 117.65 square meters formed and developed in the above said Schedule “A” property and bounded on the:

East by : Site No.15

West by : 9 Meters Road

North by : Site No.06

South by : 9 Meters Road

IN WITNESS WHEREOF, the parties hereto have set their respective hands to theses presents on the day month and year first above written.

**WITNESSES**

1.

**(VENDORS)**

(Represented by their GPA holder **Sri. Viren Ranjan**.)

2.

**(PURCHASER)**