# ABSOLUTE SALE DEED

This **INDENTURE OF ABSOLUTE SALE DEED** is made and executed on this **Twenty Eighth Day of October Two Thousand Twenty-One ( 28 / 10 / 2021)** at Mysuru, by;

1. Smt. T. Pramila Aged about 61 Years

W/o. Late. Sri. Narayana.T., Residing at # 70, 2nd Main, 3rd cross, Jayanagar, Mysuru.

1. SRI. H. N. SHASHIKUMAR, aged about 35 Years, S/oLate. Sri.Narayana.T., residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SRI. H. N. MANJUNATH, aged about 34 Years,

S/o Late. Sri. Narayana.T., residing at # 61, 2nd main, 3rd cross, Jayanagar, Mysuru.

1. SRI. H. N. SANDEEP, aged about 32 Years,

S/o Late. Sri. Narayana.T., residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SMT. MANOGNA, aged about 29 Years,

W/o Sri. Hemakumar G.S, residing at # 272,5th main, 16th cross, Chinnigiri Koppalu, Jayanagara, Mysuru.

1. SRI. HARSHAVARDHAN. N. GOWDA, aged about 26 Years,

S/o. Late. T. Narayana, residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

SRI. T. MAHADEVA, aged about 53 Years,

S/o. Late. Sri. Thimmaiah, residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SMT.JAYAPRABHA, aged about 45 Years, W/o. Sri. T. Mahadeva,

residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SMT. M. SHILPA, aged about 26 Years, D/o Sri. T. Mahadeva,

residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SRI. M. SURYA, aged about 23 Years, S/o Sri. T. Mahadeva,

residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SRI. T. PURUSHOTHAM, aged about 47 Years,

S/o Late Sri. Thimmaiah, residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SMT. H. K. USHA PURUSHOTHAM, aged about 42 Years,

residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. SRI. LOHITH. P. GOWDA, aged about 21 Years,

S/o Sri. T. Purushotham, residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.

1. KUMARI. P. JHANVI, aged about 17 Years, D/o. Sri. T. Purushotham, residing at #70, 2nd Main,

3rd cross, Jayanagar, Mysuru.,

(Represented by Mother SMT. H. K. USHA PURUSHOTHAM)

Hereinafter called the **“Vendors”** (which term unless repugnant to the context shall mean and include their heirs, assignees and legal representatives etc.,) Represented by their GPA Holder **SRI. K.R. RAMACHANDRA GOWDA**

(General Power of Attorney dated 27-08-2016 duly registered as document No.MYN-4- 00173-2016-17 in C.D No. MYND-405 of book 4 before the Sub-Registrar, Mysuru-North, Mysuru)

# AND

**SRI. K. R. RAMACHANDRA GOWDA,**

Aged about 46 years S/o. K.R. Rangaiah

Residing at No. 1238, Gange Road,

3rd Cross, Kuvempunagar, Mysuru – 570023 (**PAN: AFWPR5304K)**

# (Aadhaar No: 2425 4492 2391)

Hereinafter called the **“CONFIRMING PARTY/DEVELOPER”** (which term unless repugnant to the context shall mean and include his heirs, assignees and legal representatives etc.,) of the ONE PART.

# IN FAVOUR OF

**SMT. MANASA.P.,**

W/o RAGHUVEERA.S.G.

aged 33 years.,

residing at 5657 (No.122), 1st Main, Vijayanagar 2nd Stage, MYSURU – 570017. **(PAN: CUPPP8447M )**

# (Aadhaar No.2958 8470 1245).

**AND**

# Sri. RAGHUVEERA.S.G.,

S/o Sri. GURURAJA.R.,

aged 39 years,

residing at 5657 (No.122), 1st Main, Vijayanagar 2nd Stage, MYSURU - 570017. (**PAN:AFBPR6095N)**

# (Aadhaar No. 5300 0938 9309).

Hereinafter jointly called the **“PURCHASERS”** of the OTHER PART. (Which term unless repugnant to the context shall mean and include their heirs, assignees and legal representatives etc.,)

WHEREAS, the Property bearing Vacant **Site No. 03** situated at “Thimmaiah Enclave” measuring East to West 9.00 Meters and North to South 15.00 Meters, in total measuring 135.00 Square Meters, formed in Sy. No. 39/4, measuring 1 acre, Sy No. 42/1, measuring 14 guntas, Sy No. 42/5, measuring 35 guntas, Sy No. 42/6, measuring 35 guntas and Sy No. 42/7, measuring 35 guntas, in total measuring 3 acres 39 guntas of Lingambudi Village, Kasaba Hobli, Mysore Taluk, Mysuru., which is morefully described in the schedule, herein after called and referred as “Schedule property”.

Whereas, land bearing Sy. No.39/A measuring 1 acre 21 Guntas and 42/A measuring 2 acre 39 Guntas of Lingambudi Village, Kasaba Hobli, Mysore Taluk, originally belongs to Sri. Thimmaiah. The said Sri Thimmaiah and his family members entered into a Partition, in the said partition, 21 guntas of land in Survey No. 39/A of Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., was allotted to the share of Sri. Mahadeva, remaining 1.00 (one) acre of land in Survey No. 39/A of Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., was allotted to the share of Sri. Thimmaiah. 14 guntas of land in Survey No. 42/A of Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., was allotted to the share of Sri. Mahadeva. 35 guntas of land in Survey No. 42/A of Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., was allotted to the share of Sri. T. Narayana, 35 guntas of land in Survey No. 42/A of

Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., was allotted to the share of Sri. T. Purushotham, 35 guntas of land in Survey No. 42/A of Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., was allotted to the share of Sri. T. Ramesha.

Whereas, subsequent to the above said partition Katha in respect of the above-mentioned survey numbers were mutated to the respective shareholders in the office of concerned authority. After podified of the above said survey numbers, new survey numbers were given as Sy.No.39/1 measuring 21 guntas with respect to the share allotted to Sri. T. Mahadeva, Sy.No.39/4 measuring 1 acre with respect to share allotted to Sri. Thimmaiah, Sy.No.42/1 measuring 14 guntas with respect to the share allotted to Sri. Mahadeva, Sy.No.42/5 measuring 35 guntas with respect to the share allotted to Sri. Narayana, Sy.No.42/6 measuring 35 guntas with respect to the share allotted to Sri. T. Purushotham, Sy.No.42/7 measuring 35 guntas with respect to the share allotted to Sri. T. Ramesha.

Whereas, the said Sri. Thimmaiah died on 19/10/1998, after the death of said Sri. Thimmaiah, the Katha with respect to the Sy.No.39/4 was transferred in the name of Smt. Lakshmamma. The said Smt. Lakshmamma died on 06/04/2016. On 06/07/2016 Smt. K. Lakshmi, T. Mahadeva and Smt. T. Shantha executed a relinquish/Release Deed in favour of Smt. T. Pramila, Sri. T. Narayana and T. Purushotham with respect to the above said 1 (one) acre of land in Sy.No.39/4 and the said Release Deed is registered as document No.MYN-1-02381-2016-17 recorded in CD No. MYND403 of Book-I in the office of Sub-Registrar, Mysuru-North, Mysuru. Subsequent to the execution of Release Deed the Katha was mutated in the name of Smt. T. Pramila, Sri. T. Narayana and T. Purushotham in the concerned Revenue Department.

Whereas, the said T. Ramesh died on 24/02/2008, being the LR’s of T. Ramesh the Katha with respect to the Sy.No.42/7 was transferred in the name of Smt. K. Lakshmi vide M.R. No.29/2008-09. On 05/07/2016 the said Smt. K. Lakshmi and others sold the above said land in Sy.No.42/7 measuring 35 guntas of land in favour of Sri. T. Purushotham through registered Sale Deed and the said Sale Deed is registered as document No.MYN-1-02356-2016-17 recorded in CD No. MYND403 of Book-I in the office of Sub-Registrar, Mysuru-North, Mysuru dated 05/07/2016. Subsequent to the purchase of the above said land the Katha was mutated in the name of Sri. T. Purushotham in the concerned Revenue Department.

Whereas, Smt. T. Pramila, Sri. T. Narayana, T. Mahadeva and Sri. T. Purshotham and their family members have entered into a Registered Development Agreement dated 27/08/2016 with Sri. K.R. Ramachandra Gowda for the development of the above said lands into a Residential layout with a sharing ratio of 70% to the owners and 30% to the Developer and the said Development Agreement is registered on 27/08/2016 as document No. MYN-1-03636-2016-17 in C.D No. MYND-405 of book 1 before the Sub- Registrar, Mysuru - North, Mysuru., and the above said persons have also executed power of attorney in favour of Sri. K.R. Ramachandragowda authorizing him to develop the said land and also to sell his share of 30% sites in the above said developed land and the said General Power of Attorney is registered as document No.MYN-4-00173-2016-17 in C.D No. MYND-405 of book 1 before the Sub-Registrar, Mysuru-North, Mysuru.

Whereas, the Confirming Party/Developer herein have got converted the above said lands and formed a residential layout in land bearing Survey No.39/4 measuring 1 acre, Sy.No.42/1 measuring 14 guntas, Sy.No.42/5 measuring 35 guntas, Sy.No.42/6 measuring 35 guntas and in Sy.No.42/7 measuring 35 guntas, totally measuring to an extent of 3 acres 39 guntas, situated at Lingambudi village, Kasaba Hobli, Mysuru taluk, Mysuru., from Agricultural purpose to Residential purpose through the Official Memorandum / Alienation Order bearing No. ALN (1) CR 649/2017(27502)

dated 07/12/2017, ALN (1) CR 578/2017 (21294) dated 17/10/2017, ALN (1) CR 579/2017 (21296) dated 07/12/2017, ALN (1) CR 577/2017 (21293) dated

17/10/2017, ALN (1) CR 648/2017 (27497) dated 07/12/2017 issued by the Office of the Deputy Commissioner, Mysore District, Mysuru.

Whereas, Smt. T. Pramila, Sri. T. Narayana, T. Mahadeva and Sri. Purushotham Represented by GPA Holder Sri.K.R.Ramachandra Gowda has executed a Registered Deed of Relinquishment dated 06/10/2018 in favour of the Governor, Government of Karnataka, represented by the Commissioner, MUDA, Mysuru and the same is registered on 20/10/2018 as document No. MDA-1-02423-2018-19 in C.D No. MDAD-62 of Book-I, in the office of the Additional District Registrar, MUDA, Mysore, thereby relinquishing his right over the public utility spaces such as Roads, Parks,

C.A sites etc., Further, the MUDA, Mysore has issued a Letter dated 22/11/2018 to Smt. T. Pramila, Sri. T. Narayana, T. Mahadeva and Sri. T. Purushotham, represented by GPA Holder Sri. K.R. Ramachandra Gowda with respect to provisional layout plan from MUDA, Mysore for formation of the residential sites with respect land bearing Sy No. 39/4 measuring 1 acre, Sy No. 42/1 measuring 14 Guntas, Sy No. 42/5 measuring 35 Guntas, Sy No. 42/6 measuring 35 Guntas and Sy No. 42/7 measuring 35 Guntas, in total measuring 03 acres 39 Guntas of Lingambudi Village, Kasaba Hobli, Mysore Taluk, Further, the MUDA, Mysore has issued the Work Order dated 09.08.2019 in the name of Smt. T. Pramila, Sri. T. Narayana, T. Mahadeva and Sri. T. Purushotham, represented by GPA Holder Sri. K. R. Ramachandra Gowda.

Whereas, the above said T. Narayana died on 23/09/2019 leaving behind his legal heirs Smt. Manogna and Sri. Harshavardhan N Gowda i.e., Vendor No.5 & 6. The Vendors and Confirming Party/Developer have shared the sites developed in the abovesaid land through declaration deed dated 06/12/2019 and the same is registered on 09/12/2019 as document No. MYN-4-00214-2019-20 in C.D No. MYND-651 of Book-4 before the Sub- Registrar, Mysore-North, Mysore.

After formation of the layout the MUDA, Mysore issued final approved layout plan in favor of Smt. T. Pramila, Sri. T. Narayana, T. Mahadeva and Sri. T. Purushotham, Represented by GPA Holder Sri. K.R. Ramachandra Gowda by releasing 100 % of sites i.e., 1 to 70 sites on 29/01/2021 with correct dimension report vide order MYNAPRA/ NAYO/ VI.NA/ 66/2020-21.

WHEREAS, the MUDA, Mysore has issued the Katha vide No. MYNAPRA/KHATHA-38706/20-21 dated 05/02/2021 in the name of Sri.

K.R. Ramachandra Gowda with respect to the Schedule Property based on the Declaration Deed dated 06/12/2019 and registered on 09/12/2019 as document No. MYN-4-00214-2019-20 in C.D No.MYND-651 of Book-4 before the Sub-Registrar, Mysore-North, Mysore. The Vendors and Confirming Party/Developer referred above are in possession and enjoyment of the Schedule Property and have the unfettered right and absolute title over the Schedule Property and they are entitled to deal with the Schedule Property in any manner as they desire.

Whereas the residential layout is formed in the above said lands in accordance with the said sanctioned plan and the layout came to be known as “Thimmaiah Enclave”

AND whereas, the **Site bearing No. 03** - hereinafter referred to as the schedule property which is more fully described in the schedule hereunder and is one of the site carved out of the above said land under Sy. No. 42/7 and the Khata of the schedule site has been issued by concerned authority on afterremitting the taxes and other charges to the concerned authority.

The Vendors and Confirming Party/Developer for their convenience, for better prospects and for the legal necessities have expressed their desire to sell the Schedule Property for a total sale consideration amount of **Rs. 25,75,000/- (Rupees Twenty- Five Lakh Seventy-Five Thousand Only)** for which the Purchasers are agreed to purchase the Schedule Property.

# NOW THIS DEED WITNESSETH AS FOLLOWS:

1. **ABSOLUTE SALE:**

The Vendors and Confirming Party/Developer assure the Purchasers that they have the absolute right to sell the Schedule Property to the Purchasers and the Vendors and Confirming Party/Developer do hereby grant, transfer, assign and convey the Schedule Property by “ABSOLUTE SALE”.

# CONSIDERATION:

The total sale consideration amount of the Schedule Property is **Rs. 25,75,000/- (Rupees Twenty-Five Lakh Seventy-Five Thousand Only)** and the same is paid by the Purchaser to the Confirming Party/Developer as follows: -

* 1. A sum of **Rs. 2,00,000/- (Rupees Two Lakhs Only)** through Cheque bearing No. **682078,** drawn on Canara Bank, Dtd: - 17.09.2021.,
  2. A sum of **Rs. 23,75,000/- (Rupees Twenty-Three Lakhs Seventy- Five Thousand Only)** through Demand Draft bearing No. **,**drawn on Canara Bank, Dtd: -27.10.2021.,

In the above said manner the entire sale consideration amount of a sum of **Rs. 25,75,000/- (Rupees Twenty-Five Lakh Seventy-Five Thousand Only)** has been received by the Confirming Party/Developer from the Purchasers and the receipt of which sum is hereby admitted and acknowledged by the Confirming Party/Developer.

# MARKETABLE TITLE:

That the Vendors and Confirming Party/Developer assure the Purchasers that they have got good marketable title over the Schedule Property and thereby have the right to transfer the same and to give possession. Further, the Vendors and Confirming Party/Developer assure the Purchasers that the Schedule Property is free from all encumbrances, lispendense, Court attachments, fraudulent transfer, minor claims etc.

# TITLE FOR EVER:

That the Vendors and Confirming Party/Developer grant to the Purchasers, “TO HAVE AND TO HOLD” the Schedule Property for the use of the Purchasers absolutely and forever together with writings and other evidences of Title.

# OUTGOINGS:

That the Vendors and Confirming Party/Developer assure the Purchasers that the amount due to any Government or semi-Government or other statutory bodies in the form of taxes, rates, cess, etc., are duly paid till this date. By oversight if any of the dues payable to the aforesaid bodies are not paid till this date, the Vendor and Confirming Party/Developer assure the Purchasers that they would be liable for such payment.

# DELIVERY OF DOCUMENTS:

That the Vendors and Confirming Party/Developer have this day delivered all the photostat copies of Documents in respect of the Layout formation and Original Documents in respect of the Schedule Property to the Purchasers. The Purchasers hereby acknowledges the receipt of the same.

# VACANT POSSESSION:

That the Vendors and Confirming Party/Developer have this day delivered the actual physical, peaceful and vacant possession of the Schedule Property to the Purchasers and hereinafter at all times the Purchasers is the full and absolute owner thereof to peaceably and quietly hold, possess and enjoy the Schedule Property without any interruption, hindrance, claim or demand whatsoever from the Vendors and Confirming Party/Developer or any person/s claiming through or under the Vendors and Confirming Party/Developer.

# INDEMNITY:

That the Vendors and Confirming Party/Developer assure and indemnify the Purchasers against any future losses, damages, costs, charges and expenses etc., if any suffered by any defect in the title of the Vendors and Confirming Party/Developer at their own cost.

# LAWFUL ACTS:

That the Vendors and Confirming Party/Developer shall at the request and cost of the Purchasers do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever further and more perfectly conveying and assuring the Schedule Property in the manner aforesaid according to the true intent and meaningof this Deed.

# KATHA TRANSFER:

That the Vendors and Confirming Party/Developer has no objection for the Katha and other revenue records in respect of the Schedule Property being transferred and registered in the name of the Purchasers in the records of the competent Authorities.

# STAMP DUTY, CESS AND REGISTRATION FEE:

That the Stamp Duty, Cess and Registration Fee for the registration of this SALE DEED are borne by the Purchasers and the Purchasers have paid the Stamp Duty as per the guideline of the department of stamp and registration with respect to the Schedule Property.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of the Property bearing **Site No. 03,** measuring **East to West : 9.00 Meters and North to South 15.00 Meters**, in total measuring **135.00 Sq.Mtrs** in layout known as **“**THIMMAIAH ENCLAVE**”,** layout formed and developed in land bearing Survey No. 39/4 measuring 1 acre, Sy No. 42/1 measuring 14 guntas, Sy No. 42/5 measuring 35 guntas, Sy No. 42/6 measuring 35 guntas and Sy No. 42/7 measuring 35 guntas, in total measuring 03 acres 39guntas of Lingambudi Village, Kasaba Hobli, Mysore taluk and District., site bounded on the;

East by : Site No. 04., West by : Site No. 02., North by : 9 Mtrs Road.,

South by : Private Property.,

IN WITNESS WHEREOF, the parties have affixed their signatures to this SALE DEED, having understood the contents of the same in full on the date, month and year as stated supra.

# WITNESSES:

**1.**

# VENDORS

**(Represented by GPA Holder)**

# 2.

**CONFIRMING PARTY / DEVELOPER**

# 1.

**2.**

# PURCHASERS