### **Absolute sale deed**

THIS DEED OF ABSOLUTE SALE made and executed this Sixth Day of November Two Thousand Twenty **(06/11/2020)** at Mysore between:

**Sri. AKSHAY KUMAR**

**(PAN NO. AKQPK8295F, AADHAAR NO. 7809 0281 1752)**,

Aged 39 years, S/o. Sri. Venkoba Rao,

Residing at No. 379/A, "Vinaya Marga", Siddartha Layout,

Nazarbad Mohalla, Mysuru

Hereinafter referred to as the SELLER

AND

**Sri. VENU GANESH**

**(PAN No. ADTPV3056D, AADHAAR No. 7248 9770 4442)**

Aged about 40 years, S/o. Sri. Ganesh N,

Residing at Sy No.6/1, Saketh Hillside Apartment

D Block, Flat No.301, Gurudatta Layout, BSK 3rd stage,

Hosakerehalli, Bangalore-560085.

Hereinafter referred to as the PURCHASER

(The terms **SELLER AND PURCHASER** shall mean and include their respective heirs, representatives, administrators, executors, agents, assigns, nominee / nominees etc.,)

**WITNESSETH:**

WHEREAS the SELLER herein is the absolute owner in possession and enjoyment of the immovable vacant residential property bearing **Site bearing No.11,** **measuring East to West : 12.00 Mtrs, North to South : (12.15 + 12.65)/2 Mtrs, in all measuring 148.80 Square Meters ,** carved out of residential converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No : ALN (3) C.R 218/2016-17 dated 08-12-2016 order passed by the Deputy Commissioner, Mysore District, Mysore] and Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No : ALN (3) C.R 235 /2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore] situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, and the site which is more fully described in the Schedule hereunder and herein after shall be called as the Schedule Property.

WHEREAS, SELLER herein has purchased the schedule property from its previous owner Sri. K.R. Udaya Kumar and Sri. Shivakumar, vide absolute sale deed registered as document bearing No.MYW-1-01281/2020-21, Book I, stored in CD bearing No. MYWD472, dated 19/06/2020, registered in the office of the Sub-registrar, Mysore West.

WHEREAS, Originally Sri. K.R. Udaya Kumar purchased the agricultural land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas & Survey No. 225 (New No.225/2) measuring 3 Acres 30.08 Guntas under two registered sale deed which are as follows:

1. Land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District from its previous owner Sri. Vishwaaradhya, represented by his GPA holder, Sri. Shivakumar vide Sale Deed dated 29-11-2010, registered as document MYN-1-19620-2010-11 in CD No. MYND 263 of Book-I before the Sub-Registrar, Mysore North, Mysore on 31-01-2011. In pursuance to the same, khata of the above said property was transferred to the name of Sri. K.R. Udaya Kumar vide MR 42/2010-11 and RTC recorded accordingly.
2. Land bearing Survey No. 225, measuring 3 Acres 30.08 Guntas, situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District from its previous owner V. Mahesh, represented by his GPA holder, Shivakumar vide Sale Deed dated 20-04-2009, registered as document MYN-1-02042-2009-10 in CD No. MYND 199 of Book-I before the Senior Sub-Registrar, Mysore North, Mysore on 21-05-2009. In pursuance to the same, khata of the above said property transferred to the name of Sri. K.R. Udaya Kumar vide MR 67/2008-09 and RTC recorded accordingly. On mutation phodi, Survey NO. 225 was assigned New Survey Number as 225/2.

WHEREAS, Sri. K.R. Udaya Kumar got converted the land bearing **Sy No.67/1, measuring 2 Acres 03 Guntas** from agricultural purpose to residential purpose, vide alienation order bearing No. ALN (3) C.R 218/2016-17 dated 08-12-2016 issued by the Deputy Commissioner, Mysuru District, Mysuru and **land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas** from agricultural purpose to residential purpose, vide alienation order bearing No. ALN (3) C.R 235/2016-17 dated 08-12-2016, issued by the Deputy Commissioner, Mysuru District, Mysuru .

WHEREAS, Sri. K.R. Udaya Kumar has entered into a Registered Sale Agreement dated 21-12-2017 with Sri. Shivakumar with respect to the sale of the undivided share in the said lands, which was registered as document No. MYW-1-07313-2017-18 in CD No. MYWD-93 of Book-1, dated 21-12-2017 before the Sub-Registrar, Mysuru West, Mysuru.

WHEREAS, Sri. K.R. Udaya Kumar and Sri. Shivakumar have jointly entered into a Registered Sale Agreement dated 29-03-2019 with Dristi Infrastructure and Developers, represented by its Partners, K.N. Ravishankar, Akshay Kumar and K.N. Mahadeva Swamy to develop the said lands into residential layout consisting of several sites.

Whereas Sri. K.R. Udaya Kumar approached and obtained layout plan approval from MUDA vide order No. **ªÉÄÊ.£À.¥Áæ: £ÀAiÉÆÃ±Á:«£Áå¸À:52/2018-19, dated 20/02/2019, and also executed**  Relinquishment Deed in favour of Government of Karnataka by K.R Udaya Kumar vide register No. MDA-1- 03402/2018-19 of Book I stored at CD No. MDAD 78 at office of the Additional District Registrar, MUDA, Mysore dated 13-02-2019 and hand over the roads, park, civic amenities and public utility space to the concerned authority and subsequently residential layout has been formed in the said converted land as per the norms and directions of the MUDA authorities and provide the basic amenities such as road, park., water and electricity services to the layout and also obtained Khata from the MUDA authorities in respect of the schedule property bearing Site No. 11 on 27-05-2020 vide No. **ªÉÄÊ.£À.¥Áæ: SÁvÀ** 32137/20-21 and paid property tax with respect to schedule site to the concerned authorities.

WHEREAS, Sri. K.R. Udaya Kumar and Sri. Shivakumar have jointly sold schedule property in favour of SELLER herein in the manner aforesaid. Thus seller herein became absolute owner of the Schedule property and the khata was registered in his name in the register of Mysore Urban Development Authority, Mysore after paying transfer fee of Rs.5608/- vide challan No.36277 dated 07/08/2020 and obtained Khata transfer certificate No.**ªÉÄÊ.£À.¥Áæ: SÁvÀ new 35106/20-21 on** 07-08-2020.

**WHEREAS,** thus SELLER is in possession and enjoyment of the Schedule Property as absolute owner without any let or hindrance from anyone.

**WHEREAS**, SELLER herein for his family & financial necessities has offered to sell the Schedule Property & that the PURCHASER herein have come forward to purchase for a valuable consideration @ Rs.770/- per Sq.ft amounting to **Rs.12,36,000/- (Rupees Twelve Lakh Thirty Six Thousand Only)** as an absolute estate free from all encumbrances and that the SELLER has accepted the offer of the PURCHASER and there being no legal impediment, this DEED OF Absolute Sale is made.

**NOW THIS DEED OF ABSOLUTE SALE WITNESSETH AS FOLLOWS:**

That in consideration of sum of **Rs.12,36,000/- (Rupees Twelve Lakh Thirty Six Thousand Only)** paid by the PURCHASER to the SELLER in the following manner:

1. **Rs.10,000/- (Rupees Ten Thousand Only)** by way of IMPS Ref no. **021808250780**, on **05-08-2020**
2. **Rs.2,00,000/- (Rupees Two Lakh Only)** by way of NEFT UTR: **CITIN20148041067**, REF No: **090080637472583**, on **14-08-2020**
3. **Rs.1,00,000/- (Rupees One Lakh Only)** by way of IMPS Ref No **028906055627**, on **15-08-2020**
4. **Rs 9,26,000/- (Rupees Nine Lakh Twenty Six Thousand Only)** by way of RTGS UTR Ref No: **CITIH20308880252,** on **03-11-2020** transfer to in favour of SELLER’S A/C, the receipt of which is hereby admitted and acknowledged by the SELLER, the SELLER does hereby convey, sell, transfer and assign the Schedule Property in favour of the PURCHASER to become absolute joint owners of the Schedule Property.

The SELLER having acknowledged the receipt of the full sale consideration does hereby convey, sell, transfer and assign unto the use of the PURCHASER, the Schedule Property with all rights, title & interest in the Schedule Property of the SELLER unto the PURCHASER for ever as ordinarily conveyed on such sale.

1. The SELLER hereby covenants and declares that the SELLER possesses a valid right, title and interest to convey the Schedule Property, hereby conveyed or expressed to be conveyed unto the use of the PURCHASER in the manner aforesaid. The SELLER hereby assures the PURCHASER that the Schedule Property is free from lease, encumbrances, claims, charges and demands and that the SELLER have the absolute right, title and interest to sell the Schedule Property to the PURCHASER.
2. The SELLER and all persons claiming under him shall and will from time to time upon the request of the PURCHASER do or execute all such acts, deeds and things whatsoever for further and more particularly and perfectly assuring the said Schedule Property and every part thereof unto the PURCHASER and placing him in possession of the same according to the intents and meanings of these presents as shall or as may be reasonably required.
3. The SELLER further covenants and declares that the Schedule Property is self acquired property of the sellers herein and is free from all encumbrances, claims, charges and demands and that there are no litigations in respect of the title of the Schedule Property and that the SELLER have not done anything whereby the Schedule Property may be subjected to any court attachment or lien of any person(s) or banks, whatsoever and that there are no minor claim or claims of any of the person(s) whatsoever.
4. Furthermore, SELLER assures that he has not entered into agreement of sale or executed G.P.A with any third parties herein before and the SELLER shall at all times hereinafter indemnify and keep indemnified the PURCHASER against any loss, damages, costs, charges if any suffered by reason of any defect in the title of the SELLER or any claims made by any person(s)/banks/government bodies claiming in trust for the SELLER.
5. The SELLER hereby assures the PURCHASER that all taxes/cess including the payment of property tax & cess, in respect of the Schedule Property have been paid by him to MUDA up to the date of registration of this sale deed.
6. The PURCHASER shall pay all charges/taxes/cess from this date including the payment of property tax and cess, in respect of the Schedule Property to the MUDA and obtain the transfer of khatha of the Schedule Property in his name at his cost and expenses.
7. The SELLER has delivered all the original documents pertaining to the Schedule Property to the PURCHASER and PURCHASER hereby acknowledge of having received them.
8. The SELLER has this day delivered vacant possession of the Schedule Property to the PURCHASER & the PURCHASER hereby acknowledge of having been put in vacant possession of the Schedule Property by the SELLER.
9. The cost towards the registration charges, purchase of stamp duty, professional charges and miscellaneous expenses incurred towards the registration of the sale deed is exclusively borne by the **PURCHASER**.

**Note:** Any omissions, mistakes in the sale deed or the schedule herein will not invalidate the sale deed.

Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

The Market value of the schedule property is **Rs.12,36,000/-**

**SCHEDULE PROPERTY**

All that piece and parcel of the immovable vacant residential property bearing **Site bearing No.11,** **measuring East to West : 12.00 Mtrs, North to South : (12.15 + 12.65)/2 Mtrs, in all total measuring 148.80 Square Meters,** **carved out of converted land bearing Sy Nos.67/1 and 225/2, totally measuring 5 acres 33.08 guntas, situated at Dadadahally village, Jayapura Hobli, Mysore Taluk,** the layout approved by MUDA, and bounded on

East by : Site No.20

West by : 9.00 mtrs Road

North by : Site No.12

South by : 9.00 mtrs Road

Including all rights & privileges thereon,

**IN WITNESS whereof** the SELLER and the PURCHASER have signed and executed this deed of Absolute sale the day, month and year first above written in the presence of the following witnesses:

**WITNESSES:-**

**1.**

(AKSHAY KUMAR)

**SELLER**

**2.**

(VENU GANESH)

**PURCHASER**