# **SALE DEED Site No. 675**

This Deed of Sale is made and executed on this the 13th day of January, Two Thousand & Twenty One **(13-01-2021)** by;

## JNANAGANGA HOUSE BUILDING CO-OPERATIVE SOCIETY (R)

## (PAN No. AAAAG2275L)

A House Building Co-Operative Society, registered under the Co-Operative Societies Act, with the Registration Number D.R.M:C:1::R.G.N:20550/96-97 and having its office at 365,10th Main, ‘C’ Block, J.P.Nagar, Mysore-570 031 (hereinafter in this Deed referred to, as the **‘VENDOR /SOCIETY’**, which expression shall mean and include its successors-in-office and assigns), represented herein by its Secretary/Chief Executive Officer **Smt. JAYABHARATHI. V.K.** in terms of the Resolution passed at the meeting of the Directors on 29-11-2015.

### **TO AND IN FAVOUR OF**

**Sri. AJAY BINDUMADHAVA MASUR (PAN No. AEQPM0448A),** aged about 58 years, S/o. Sri. Bindumadhav Narasimha Masur, residing at No. 751, Bogadi 2nd Stage, North Behind Ragional College, Mysore -570 026 (Hereinafter in this Deed referred to, as the **‘PURCHASER’**)

WHEREAS the VENDOR/SOCIETY is a Co-Operative Society established for the purpose of formation and development of residential sites for the benefits of its members and the VENDOR/SOCIETY for this purpose has procured Lands extending to **95 Acres and 05 Guntas** in Sy. Nos. 93/3, 93/2A, 101/4, 102/1, 102/2, 102/4, 102/6, 103/1A, 103/1B, 103/1C, 103/2, 104/1, 104/2, 104/3, 104/4, 104/5, 106/2, 106/3, 106/4, 108/2, 109/1, 109/2, 110/1, 110/2, 110/3, 113/1C2, 113/2, 114, 115, 116/1, 116/2, 116/4, 116/5, 116/6, 116/7, 116/8, 118/1, 118/2, 118/3, 120/1, 124/1, 124/2, 125/1, 125/2, 130/2, 130/3, 131/2, 132/1, 134/1, 134/2, 135/1, 135/2, 135/3, 136, 137/1B, 137/2, 137/3, 137/4, 137/5, 138/2A1, 138/1B1, 138/1B2 and 138/2B Guntas of Dhanagalli Village, Jayapura Hobli, Mysore Taluk and also has formed and developed a residential Layout called **“H.V RAJEEVA TOWNSHIP”** with all the necessary and appropriate approvals, permissions and licenses from the competent Authorities.

The above said 95 Acres 05 Guntas of agricultural land was alienated from agricultural purpose to Non agricultural residential purpose as per the order of the Deputy Commissioner of Mysore, Mysore District and have granted permission to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc after obtaining a layout plan approval from Town Planning Authority, Mysore Urban Development Authority, Mysore and executing the work as per their guidelines.

WHEREAS, the society has submitted a proposal of layout plan to Town Planning Authority, MUDA and have given approval for layout plan vide order No. **ªÉÄÊ.£À.¥Áæ.£ÀAiÉÆÃB«£Áå¸À**/49/2016-17¢£ÁAPÀ22-11-2016 and the society formed the layout as per the guidelines and conditions of Mysore Urban Development Authority. And whereas the society has formed the layout as per the approval plan and has paid necessary fees and charges to MUDA, KPTCL, KUWSSB etc., towards formation of Layout.

WHEREAS, the Vendor executed the deed of relinquishment in favour of Governor of Karnataka on 20-09-2016 and the same has been registered in the Office of the Additional District Registrar as document No. MDA-1-**00736**/2016-17 of Book-1 stored at C.D. No. MDAD 55 to relinquish Roads, park and civic amenities space to the concerned authorities. The vendor/ society also obtained C.D. Report from MUDA on 24-03-2017 vide No. **ªÉÄÊ£À¥Áæ/¦©/SÁ§/**482/2016-17.

And Whereas the PURCHASER has for the purpose of securing a residential Site has applied for allotment of a Site, obtained membership of the VENDOR/SOCIETY Society and the VENDOR/SOCIETY in its meeting of Directors has in response to the application of the PURCHASER allotted a residential **Site bearing No. 675, A Block** at the said **‘H.V RAJEEVA TOWNSHIP’ (**more fully described in the schedule appearing herein below and hereinafter referred to as the Schedule Property) and in confirmation of the allotment and in fulfillment of its obligations the VENDOR/SOCIETY has executed this Deed in favour of the PURCHASER. **Khata of the schedule property was registered in favour of the Vendor/society by MUDA, Mysore on 30-10-2019 vide No. ªÉÄÊ.£À.¥Áæ/ SÁ.vÁ- 30166/19-20.**

**NOW THIS DEED WITNESSTH AS FOLLOWS:-**

1. In consideration of the sale price of **Rs.10,16,000/- (Rs. Ten Lakh Sixteen Thousand only)** of the Schedule Property paid by the Purchaser to the Vendor/Society above named and the receipt of which the Vendor/Society hereby acknowledges and declares that the entire sale consideration of **Rs.10,16,000/- (Rs. Ten Lakh Sixteen Thousand only)** is paid and nothing is due from the Purchaser.
2. The Vendor/Society hereby declare that immediately after the execution of these presents, the purchaser shall become the absolute owner of the Schedule Property to the exclusion of others and the VENDOR/SOCIETY also hereby declares and confirms that he has no objection to the PURCHASER securing of Khatha, in his name to facilitate the PURCHASER peaceful possession and enjoyment of the Schedule Property upon this sale.
3. The Vendor/Society hereby conveys the Schedule Property together with all assets, right, title, interest, easements, demands etc., whatsoever and every part thereof to the Purchaser for his/her use and enjoyment with absolute rights of ownership, possession and alienation.
4. The Vendor/Society have delivered vacant possession of the Schedule Property to the Purchaser and confirms having received the vacant possession of the Schedule Property and the VENDOR/SOCIETY hereby declares that the Schedule Property shall be used by the PURCHASER for dwelling purposes only and shall not be used for unlawful purposes.
5. The Vendor/Society hereby assure and promise the Purchaser to have and to hold the Schedule Property perpetually and for the use and enjoyment of the Purchaser, his/her heirs, assigns, executors without any hindrance whatsoever from the Vendor/Society.
6. The Vendor/Society hereby agree with the Purchaser to saveall harm and indemnify and keep indemnified against all encumbrances, charges, equities or other claims including any litigation in respect of the Schedule Property.
7. The VENDOR/SOCIETY hereby declares that the sale of the schedule property executed in terms of these presents shall be subject to the condition, that in the event of the VENDOR/SOCIETY being called upon to pay any charges or any claims of escalation of a charge already paid, of whatsoever nature, to any authorities like MUDA., KUWS & DB, KPTCL subsequent to the execution of this Deed the PURCHASER shall pay and re-imburse the VENDOR/SOCIETY of an amount notifying the PURCHASER of any such demands; The Purchaser shall clean the schedule allotted site by the society two times in a year.
8. The PURCHASER shall also be obliged to pay the VENDOR/SOCIETY of a sum which is decided by the Board of Directors, of the VENDOR/SOCIETY from time to time towards the expenditure for providing common amenities like street light, water supply charges, drainage maintenance charges, maintenance of park and other facilities, security charges if any and such other facilities, proportionate to the Schedule Property, until the layout is handed over to the local administration.
9. In the event of allottee or subsequent buyer/buyers of the site intend to sell the same, it shall be mandatory to obtain a “NO OBJECTION CERTIFICATE” from the Society. This condition shall apply till the layout is handed over to Mysore Urban Development Authority or Mysore City Corporation or any such appropriate authority.

#### SCHEDULE OF THE PROPERTY

##### All that piece and parcel of the Residential **Site bearing No. 675, A Block, ‘H.V RAJEEVA TOWNSHIP’** carved out of residential converted land bearing Sy Nos. 93/3, 93/2A, 101/4 & 138/2B and others totally measuring 95 Acres 05 Guntassituated at **Dhanagalli Village,** Jayapura Hobli, Mysore Taluk formed and developed by the Vendor/Society bounded as follows:

East : By Site No. 674

West : By Site No. 676

North : By Site No. 664 & 665

South : By 9.00 Mtrs Road

Measuring **East to West : 12.00 mtrs. and North to South : 18.00 mtrs. in all 216.00 sq.mtrs.**

In Witness whereof the VENDOR/SOCIETY has set his hand to this Deed of Sale on the day and date first above written.

**Witnesses:**

**1.**

**Vendor**

Chief Executive Officer

Jnana Ganga House Building

Co-operative Society, Co-operative Society,

Mysore. Mysore.

**2**.

# **PURCHASER**

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DRAFTED BY:-

**K. R. UDAYA KUMAR**

###### Document Writer

###### Licence No.03/2009-10 (N)

###### No.1047/17, 6th Cross, 2nd Main,

###### Vidyaranyapuram, Mysore-8

**🖁: 93421-82298, 9972736303.**