ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 2nd day of February, Two Thousand and Twenty Two (02-02-2022) by ---

1. **SRI.S.JAGANNATH SETTY,**

Aged about 67 years, S/o.Late.Sri.B.SubbaiahSetty.

1. **SMT.J.YASHODAMMA,**

Aged about 61 years, W/o.Sri.S.JagannathSetty.

1. **SRI.B.J.MANU**,

Aged about 34 years, S/o.Sri.S.JagannathSetty.

1. **SRI.B.J.VIKRAM**

Aged about 32 years, S/o.Sri.S.JagannathSetty.

All are residing at No.15/76, 2nd Floor, East Anjaneya Temple Street,

Near Puliyogare Point, Basavanagudi, Bangalore-560004

1. **KUM.M.D.MAMATHA**,

Aged about 44 Years,

D/o.Sri.M.N.Devaiah,

Residingat 68/1, 10th B Main,4th Cross, 1st Block, Jayanagar,

Bangalore-560011

2 to 5 are represented by their GPA holder

**Sri. S. JAGANNATH SETTY,**

Aged about 67 years, S/o.Late.Sri.B.SubbaiahSetty.

(Adhar No.7284 4698 8638) Here in after known as the “VendorS” (which expression unless repugnant to the context means and includes his heirs, assigns successors and representatives in interest: of the one part) which expression shall mean and include wherever the context so requires or admits his/her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

SRI.SUKUMAR.D (PAN NO. BMUPS8531D, AADHAAR NO. 2134 6011 4216) aged about 40 years, S/o. Sri. M.Dorai, & SMT. S. SHOBHA (PAN NO. ESHPS2767B, AADHAAR NO. 8524 2515 0501), aged about 38 years, W/o. Sri. Sukumar.D, both are residing at No.512, 12th Cross, 2nd Main, Metagalli, Mysore-570016. hereinafter referred to as the PURCHASERS, which expression shall mean and include wherever the context so requires or admits his/her/their heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the Vendors are the absolute owner and in possession of residential property bearing Site No. 47, “Om Sai Enclave” layout situated at Kergalli Village adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District. Khatha No.MUDA/KHATA/22782/18-19, Dated: 27-07-2018. As per site / layout plan approved by the Town Planning Authority of MUDA, Mysore, and dated: 08-12-2015. Layout “Om Sai Enclave” developed jointly including Survey Nos.55/5, 55/6,55/7,55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 total measuring 4 Acre 39 Guntas and 05 guntas kharab land. Whereas Site No.47. measuring East to West : 12.19 meter, North to South : 9.14 meter, totally measuring 111.42 Square meter (1199 sq.ft) Morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendors holds marketable title & possession of the schedule property.

Whereas the schedule property is one among the other properties which are jointly included in the new Layout called “OM SAI ENCLAVE” as detailed below:

WhereasSy.No.55/5 originally belongs to Sri.Chikkamallappa who executed registered sale deed in favour of Sri.Basaiah and Sri.Dyavegowda, Vide Doc.No.2395/1953-54, Book-I, Volume1994, Pages 238 to 242, dated 21.07.1953 in the office of the Sub-registrar Mysore. Whereas Sri.BasaveGowda and his children Basavaiah, Devaiah and Gowramma entered into the unregistered panchayathparikath for their joint family properties in the year 1993, under which Smt.Gowramma was

allotted the Old Sy.No.55, new Sy.No.55/5 measuring to an extent of 14 Guntas as her respective share and was put in peaceful possession. Whereas Smt.Gowramma executed registered sale deed infavour of Sri.M.N.Devaiah vide document No.1340/1999-2000, Book-I, CD No.MYWD1806, Pages 9 to 12, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.M.N.Devaiah executed registered sale deed in favour of Sri.B.J.Vikram, document No.10897/2013-14, Book-I, CD NO.MYWD24, dated 13.03.2014 in the office of the Sub-registrar, Mysore West.

Whereas Sy.No.55/6 originally belongs to Sri.Basappa who executed the registered sale deed in favourSmt.T.R.Nagarathna, vide document No.1472/1999-2000, Book-I, Volume 1808, Pages 8 to 10, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. An extent 14 guntas. Later on Smt.T.R.Nagarathna executed registered sale deed in favour of the Smt.J.Yashodamma, vide document No.20631/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North.

Whereas Sy.No.55/7 originally belongs to Smt.Gayathri who executed the registered sale deed in favourSmt.Yashodamma, vide document No.1303/1999-2000, Book-I, Volume 1802, Pages 175 to 178, dated 02.06.1999 in the office of the Sub-registrar, Mysore North, in respect of Sy.No.55/7 measuring to an extent of 2 Guntas.

Whereas Sy.No.55/8 originally belongs to Sri.Lingappa who executed the registered sale deed in favourSri.T.R.Ravishankar, vide document No.1473/1999-2000, Book-I, Volume 1809, Pages 31 to 33, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.T.R.Ravishankar executed registered sale deed in favour of the Smt.J.Yashodamma, vide document No.20638/2011-12, Book-I, CD No. MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/8 measuring to an extent of 14 Guntas.

Whereas Sy.No.55/9 originally belongs to Smt.Yashoda who executed the registered sale deed in favourSri.P.Narashimhalu, vide document No.1281/1999-2000, Book-I, Volume 1795, Pages 202 to 204, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.P.Narashimhalu executed registered sale deed in favour of Sri.B.J.Manu, vide document No.20636/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/9 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).215/2001-02, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/10 originally belongs to Sri.B.Papanna who executed the registered sale deed in favourSri.K.Chandrashekar, vide document No.1338/1999-2000, Book-I, Volume 1806, Pages 4 to 8, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.K.Chandrashekar executed registered sale deed in favour of the Sri.B.J.Vikram, vide document No.20642/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/10 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).213 and 218/2001-02, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/11 originally belongs to Sri.D.Devanna and Basavegowda who executed the registered sale deed in favourSmt.M.D.Mamatha, vide document No.1341 /1999-2000, Book-I, Volume 1795, Pages 229 to 231, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. In respect of Sy.No.55/11 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).211/2002-03, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/12 originally belongs to Sri.Papanna and others who executed the registered sale deed in favourSmt.J.Yashodamma, vide document No.1282/1999-2000, Book-I, Volume 1796, Pages 186 to 188, dated 02.06.1999 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/12 measuring to an extent of 14 Guntas. The said Sy Nos.55/6,55/7,55/8, 55/12 property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1)217; 219; 216 & 214/2001-02, all dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/13 originally belongs to Sri. Lingappa and Others, who executed the registered sale deed in favourSmt. Savithri, vide document No.1288/1999-2000, Book-I, Volume 1796, Pages 189 to 191, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. An extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).212/2002-03, dated:03.07.2002/18.8.2004, later Smt. Savithri executed registered sale deed in favour Sri. B.J.Manu, vide document No.11460/2013-14 of Book-I, C.D.No.MYWD-26 dated 27-3-2014 in the office of the Sub-registrar, Mysore West.

Whereas Sy.No.55/14 originally belongs to Sri.Basavaiah& Sri.Devaiah G who executed the registered sale deed in favourSri.S.JagannathSetty, vide document No.1277/1999-2000, Book-I, Volume 1795, Pages 199 to 201, dated 02.06.1999 in the office of the Sub-registrar, Mysore North measuring to an extent of 2 Acre 05 Guntas excluding 5 Guntas of Kharab Land. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN(1)210/2001-02, dated 02.07.2002/18.08.2004 and Sri.S.JagannathSetty, who executed the registered Gift deed in favour his son Sri.B.J.Manu, vide document No.13953/2006-07, Book-I, Cd No. MYND106 dated 09.08.2006 in the office of the Sub-registrar, Mysore North an extent of 1 Acre.The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide Conversion order No.ALN(1)210/2001-02, dated 02.02.2002/18.08.2004 and Sri.S.JagannathSetty who executed the registered Gift deed in favour his son Sri.B.J.Vikram, vide document No.13957/2006-07, Book-I, Cd No.MYND106 dated 09.08.2006 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/14 measuring to an extent of 1 Acre, vide Conversion order No.ALN(1)210/2001-02, dated 01.07.2002/18.08.2004.

Whereas the Town Planning Authority of MUDA, Mysore have given orders to the above proposed layout dated 29-12-2005 and 26.12.2006 developed the layout as per directions and guidelines of MUDA., and also obtained modified layout plan on 8-12-2015 (57/2015-16) and obtained C.D.Report from MUDA., on 18-4-2017 total sites of 23 and khatha has been released by MUDA, dated:27-7-2018 and paid property tax to MUDA, whereas the VENDORS have got all the rights to alienate/sell the property individually and to form layout as per the approved plan.

And whereas, the Vendors is in need of funds in order to meet some of his legal necessities and has therefore decided to sell the schedule property to the purchasers for a valuable sale consideration of Rs.30,00,000/- (Rupees Thirty Lakh only) for which, the purchasers have also agreed to purchase the schedule property for the said sale consideration, free from all encumbrances, claims and demands.

Now This Deed of Sale has come into effect and witnesseth

In pursuance of the entire sale consideration of Rs.30,00,000/- (Rupees Thirty Lakh only) received by the vendors from the purchasers in the following manner:-

1. A sum of Rs.2,00,000/- (Rupees Two Lakh Only) to the Vendors by way of RTGS vide UTR No. SBIN321356847020 dated 22-12-2021.
2. A sum of Rs.8,00,000/- (Rupees Eight Lakh Only) to the Vendors by way of RTGS vide UTR No. UBINH21356334441 dated 22-12-2021 as an advance at the time of this sale agreement.
3. A sum of Rs.10,00,000/- (Rupees Ten Lakh only) to the Vendors by way of RTGS vide UTR No. UBINH22027565673 dated 27-01-2022 Mysore,
4. A sum of Rs.10,00,000/- (Rupees Ten Lakh only) to the Vendors by way of RTGS vide UTR No. UBINH22027582461 dated 27-01-2022 Mysore at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of Rs.30,00,000/- (Rupees Thirty Lakh only) made by the purchasers to the vendors as stated above, thus, the vendors acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the vendor hereby grant, transfer, convey, assign and set over the vacant possession of the schedule property unto and to the use of the purchaser by way of sale, together with all rights, liberties, privileges, easements, ways, passages, belonging to or usually held or occupied therewith or reputed to belong to all the estate, right, title, claim, demands, whatsoever of the vendors in the schedule property hereby conveyed and every part thereof, free from all encumbrances, charges, liens, attachments, acquisitions, demands, arrears of taxes and claims of whatsoever nature, created by the vendor. The PURCHASERS TO HAVE AND TO HOLD the schedule property and any part thereof by themselves, their legal heirs, representatives, successors and assigns absolutely and forever.

The vendors hereby assures the purchasers that they have not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the vendors on the schedule property or any part thereof shall or can be impeached. The vendors further assures the purchasers that they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendors hereby further assures the purchasers that, the schedule property is free from all type of encumbrances and liabilities of every kind i.e., there is no kind of attachments, claims of maintenance, minor claims, court attachments, litigations, charges, liens, partition claims, women right, etc., in and over the schedule property or any part thereof. Incase of any such dispute or claim arises in future, the vendor shall clear the same at their own costs and risks. Incase the purchasers suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendors shall reimburse and compensate the purchasers against the same.

INDEMNITY : The vendors do hereby covenants with the purchasers that personally and from out of their properties, they shall save harmless and indemnify and keep the purchasers indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, equities, arrears of taxes and claims of whatsoever nature and the vendors shall also at all reasonable time hereinafter keep the purchaser indemnified against all proceedings costs, claims and expenses in respect of any defect in the title of the vendors in the schedule property or any part thereof, or in respect of any breach of any of the conditions contained in this deed of absolute sale. The vendors further indemnifies the purchasers that since they are absolute owner of the schedule property, they indemnifies against any claims at any time by/from any of their family members claiming any right over the schedule property and keep the purchasers indemnified against such claims.

The vendors further covenants with the purchasers that they shall at all times and upon any reasonable request to do or execute or cause to be done or executed all such lawful acts, deeds and things, whatsoever, for further and more perfectly conveying the schedule property and every part thereof to the purchasers.

The purchasers is entitled to enjoy the schedule property hereinafter by way of sale, mortgage, lease, gift etc., and shall enjoy all the available resources like water, minerals, etc., and enjoy the benefits accrued in the schedule property.

The Vendors assures the Purchasers that they have paid up to date tax and that there are no arrears to be paid.

The purchasers have also entitled to get the MUDA Khata and all other documents transferred to their name in respect of the schedule property, for which, the vendors have ‘No objection’.

The vendors have handed over all the relevant original documents and vacant physical possession of the schedule property to the purchasers, today itself.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing Site No. 47, “Om Sai Enclave” layout situated at Kergalli Village adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District. Khatha No.MUDA/KHATA/ 22782/18-19, Dated: 27-07-2018.As per site / layout plan approved by the Town Planning Authority of MUDA, Mysore, and dated: 08-12-2015. Layout “Om Sai Enclave” developed jointly including Survey Nos.55/5, 55/6,55/7,55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 total measuring 4 Acre 39 Guntas and 05 guntas kharab land. Whereas Site No.47. measuring East to West : 12.19 meter, North to South : 9.14 meter, totally measuring 111.42 Square meter (1199 sqft) and bounded by:-

### East by : Site No.32

### West by : Road,

### 

### North by : Site No.48,

### South by : Site No.46.

Measuring East to West : 12.19 meter, North to South : 9.14 meter, totally measuring 111.42 Square meter (1199 sqft)

This Deed of Sale is prepared on the basis of information and documents provided by the parties and both the parties have read and understood the contents of the sale deed.

In witness whereof, the Vendor has executed this deed of absolute sale in favour of the s on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDORS

2. (GPA holder)

PURCHASERS