DEED OF ABSOLUTE SALE

**THIS DEED OF ABSOLUTE SALE** executed on this the **11th day** of **December**, Two Thousand **Seventeen** (11/12/2017) at Mysore;

**BY AND BETWEEN**

1. **Mr. B.T.PRASANNA KUMAR,** aged about 42 years, S/o. Late M. Thimma Reddy, residing at No.5/84-A, Near Shyamala Reddy Dental College, I Main Road, I Cross, Vinayaka Layout, Munekollalau New Extension, Bangalore - 560 037.
2. **Mr. RAMESH KUMAR CHAUDHARY**, aged about 35 years, S/o. Late Mangilalji, residing at No.1, M. H. Bhavan, Sudhamanagar, Bangalore - 560 027.
3. **Mr.BHARATH KUMAR RANKA,** aged about 36 years, S/o. Sri. Bhag Chand Ranka, No.34, S.G.N Layout, Lalbagh Road, Bangalore-560 027.
4. **Mrs.N.TAMIL SELVI,** agedabout 53 Years, W/o. Late M.Narayana Swamy, residing at No.13/A, Chikkananjundappa Cross, R.S. Palya, Kamanahalli Main Road, Bangalore-560 043.
5. **Mr.MUKESH KUMAR JAIN,** aged about 33 years, S/o. Sri. Manoharlal Jain, residing at No.903, 2nd Floor, Ranka Chambers, M.B.T. Street, Nagarathpet, Bangalore-560 002.
6. **Mr. HITESH KUMAR,** aged about 32 Years, S/o. Sri. Shanthilal, residing at No.107, 2nd Floor, Lakshman Rao Road, 20th Cross, R.T. Street, Balepete, Bangalore-560053.
7. **Mr. BABU LAL JAIN,** aged about 57 Years, S/o. Sri. Bhabuthmal, residing at No.51/2, 003, "Ambience Platinum Apartments" Diagonal Road, Opp. Basavanagudi Police Station, K.R. Road, Basavanagudi, Bangalore-560 004.
8. **Mr. DEEPAK KUMAR,** aged about 28 Years, S/o. Sri. S. Parasmal Jain, residing at No.9, 4th Floor, V.S. Lane, Chickpet Cross, Bangalore- 560 053;

(The **“OWNERS**” shall hereinafter be referred to as **“VENDORS PARTY No. I”,** which expression shall, wherever the context so requires or admits, mean and include their respective heirs, executors, administrators and assigns);

All the **“VENDORS PARTY No. I"** are represented by their Special Power of Attorney holder **Mr. MUKESH KUMAR JAIN, Mr. HITESH KUMAR, Mr. BABU LAL and Mr. DEEPAK KUMAR** duly registered as Document No. BTM-4-00137/2016-2017 of Book 4 stored at CD No BTMD-102 in the office of the Sub-Registrar Jayanagar (BTM Layout) Bangalore, And Dated 26-08-2016. aged about 33 years, S/o. Sri. Manoharlal Jain,residing at No.903, 2nd Floor, Ranka Chambers, M.B.T. Street, Nagarathpet, Bangalore-560 002.

The Vendor Party No. I herein referred to as the “**VENDOR**”.

# IN FAVOUR OF

**Sri. KALPESH V JAIN CHOPRA.,** S/o Sri. Vanechand J Chopra.aged about 37 years residing at No. 135, Maloo Parc Royal, 4th Cross, 3rd Stage, Vinayaka Layout, Vijayanagar, Bangalore -560 040.

(Hereinafter referred to as "**PURCHASER**", which expression shall, wherever the context so requires or admits, mean and include his heirs, executors, administrators and assigns)

# WITNESSES AS FOLLOWS :

1. **WHEREAS,** the Vendor No.1, Vendor No.2 and Vendor No.3 are the absolute owners of converted Property bearing Survey No.206 (old No. 144/12) measuring 2 Acres, situated at Karakanahalli Village Yelawala Hobli, Mysore Taluk, Mysore District, having purchased the same in terms of Sale deed dated. 24.06.2014, registered as Document No. 2783/2014-15, Book-1, CD No. MYWD30, in the office of the Sub Registrar, Mysore West.
2. **WHEREAS,** the Vendor No.4, Vendor No.5, Vendor No.6, Vendor No.7 and Vendor No.8 are the absolute owners of converted Property bearing Survey No.205 (old No.144/6) measuring 2 Acres, situated at Karakanahalli Village, Yelawala Hobli, Mysore Taluk, Mysore District, having purchased the same in terms of Sale deed dated 24.06.2014, registered as Document No. 2781/2014-15, Book-1, CD No. MYWD30, in the office of the Sub Registrar, Mysore West.
3. **WHEREAS,** the aforesaid property bearing Survey No.205, (old No.144/6) and Survey No.206, (old No.144/12), is hereinafter referred to as the Said Property.
4. **WHEREAS,** the aforesaid property bearing Survey No.205, (old No.144/6), measuring 2 Acres and Survey No.206, (old No.144/12) measuring 2 Acres, in all measuring 4 Acres, situated at Karakanahalli Village, Yelawala Hobli, Mysore Taluk, Mysore District, has been converted from Agricultural use to Non-Agricultural Residential purpose in terms of order No. ALN (1) CR 189/13-14 dated 12.06.2014 issued by the Deputy Commissioner, Mysore District.
5. **WHEREAS,** the Vendor Party No.1 has obtained a Layout Plan approved by the Directorate of Town and Country Planning Authority, (DTCP) Mysore vide order No. 100-2014-2015 dated 17/09/2014, issued by the Directorate of Town and Country Planning Authority, Mysore.
6. **WHEREAS,** the Vendor Party No. I have entered into a Joint Development Agreement with M/s. SJYR Developers, Vendor Party No. II, having its registered office at No. 354, 7th Cross, Yamaluru, Yamalur Post, Bangalore-560 037 and entrusted the Said Property to the Vendor Party No.II, (Developers) for formation and development of residential plots in terms of Development Agreement dated 24.06.2014, registered as Document No. MYW-1-02789- of 2014-2015, CD No MYWD-30 in the office of the Sub-Registrar, Mysuru West, Mysuru.
7. **WHEREAS,** the Vendor Party No. I have executed a Power of Attorney in favour of the M/s. SJYR Developersa Partnership Firm having its registered office at No. 354, 7th Cross, Yamaluru, Yamalur Post, Bangalore-560 037, in terms of Development Agreement dated 24.06.2014, registered as Document No. MYW-4-79/ 2014-2015 CD No MYWD-30 in the office of the Sub-Registrar Mysuru West, Mysuru. (Vendor Party No. II herein)
8. **WHEREAS,** the Vendor Party No. I and Vendor Party No. II, have entered into an Allocation Agreement dated 26.03.2015, wherein the respective parties have allocated their share in the plots developed in the Said Property.
9. **WHEREAS,** in terms of the said Allocation Agreement, **Site No.42,** in the Layout "VIVAN GROVE", formed in Converted Survey **No.205**, (old No.144/6) and **Survey No.206**, (old No. 144/12), situated at Karakanahalli Village, Yelawala Hobli, Mysore Taluk,Mysuru District has been allocated to the Vendors Mr. B.T.PRASANNA KUMAR, Mr. RAMESH KUMAR CHAUDHARY, Mr.BHARATH KUMAR RANKA, Mrs.N.TAMIL SELVI, Mr.MUKESH KUMAR JAIN, Mr. HITESH KUMAR, Mr. BABU LAL JAIN and Mr. DEEPAK KUMARthe Vendors Party No. I herein.
10. **WHEREAS** the aforesaid **Site No.42,** measuring in the 9 X 12 Mtrs., total measuring **108.00 sq. mtrs**., in the Layout "VIVAN GROVE", formed in Converted Survey **No.205**, (old No.144/6) and **Survey No.206**, (old No. 144/12), situated at Karakanahalli Village, Yelawala Hobli, Mysore Taluk, Mysuru District, in the layout developed by M/s. SJYR Developers, is morefully described in the schedule hereunder and herein after referred to as the Schedule Property.
11. **WHEREAS**, the Schedule Property is within the Jurisdiction of Yelawala Gram Panchayat and the Yelawala Gram Panchayat has issued e-katha in Form 9 and Form 11A and the Schedule Property has been assigned Unique No. 152200403160020415 and Property No. 84/42.
12. **WHEREAS**, the land was developed by **M/s SJYR Developers**, a partnership firm, having its registered office at No. 354, 7th cross, yamaluru, yamaluru Post, Bangalore-560037
13. **WHEREAS** the Vendors have been in peaceful possession and enjoyment of the Schedule Property as the absolute owners.
14. **WHEREAS** the Vendors are fully seized and possessed of Schedule Property and apart from them there are no other persons interested therein, and their title to the Schedule Property is clear and marketable and not subject to any attachments, litigations, tenancy and other claims and demands and third party claims and prior Agreements to Sell.
15. **WHEREAS** the Vendors are desirous of disposing the Schedule Property for a fair consideration.
16. **WHEREAS** the Purchaser having come to know of the intention of the Vendor became desirous of purchasing the Schedule Property.
17. **AND WHEREAS** the various terms and conditions of sale have been mutually discussed and are agreed to between the parties and the Purchaser has agreed to purchase the Schedule Property for a total sale consideration of **Rs.6,60,000/- (Rupees Six Lakhs Sixty Thousand Only).**
18. **NOW THEREFORE THIS DEED OF SALE IS EXECUTED AND WITNESSETH AS FOLLOWS**:-

1. In consideration of the Purchaser paying to the Vendors Party No.I, a total sale consideration of **Rs.6,60,000/- (Rupees Six Lakhs Sixty Thousand Only)** by way of D.D. No. . . . . .. . . . . . Dated . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Bank . . . . . . . . . . . . . . . . . . . .Branch . . . . . . . . . . / Cash before the witness and the receipt of which is acknowledged, the Vendors do hereby grants, conveys, sells, transfers, assigns and assure unto the use of the Purchaser free from all or any encumbrances all that part and parcel of Schedule Property more fully described hereunder together with all easements and appurtenances.

2. In this manner the Vendors acknowledge having received the full sale consideration amount of **Rs.6,60,000/- (Rupees Six Lakhs Sixty Thousand Only)** in full satisfaction and final settlement of the consideration and the Vendors hereby sells, transfers all their rights, title and interest in the said property and set-over the vacant possession of the Schedule Property to the Purchaser as absolute owner from hereon and forever.

3. The Purchaser has this day been put in actual possession of the Schedule Property and shall, hereafter hold and enjoy the same absolutely and for ever without any let, claim or hindrance by or on behalf of the Vendors.

4. The Vendors covenants with the Purchaser that the Schedule Property is not subject to any mortgage, court order, injunction or attachment and that the same is free from all encumbrances and that the Vendors have not done any act, deed or thing whereby they have disabled themselves from conveying the said property.

5. The Vendors covenants with the Purchaser that they have got valid and clear marketable title to the Schedule Property and on this assurance and representation of the Vendors, the Purchaser has purchased the Schedule mentioned Property.

6. On the strength of this deed, the Purchaser shall be competent to have the Khata and other property registers with public authorities transferred in her name and enjoy the Schedule Property as her own.

7. The Vendors covenants that they shall and will at all times indemnify and keep indemnified and save harmless the Purchaser from all losses, damages, costs and expenses which the Purchaser might suffer by reason of defect, flaw or deficiency in the title or breach of any covenant.

8. The Vendors hereby assures the Purchaser that if any further deeds or documents are to be executed, they will execute all such deeds or documents at the cost of the Purchaser so as to more effectively confirm having conveyed the Schedule Property in favour of the Purchaser.

9. The Vendors have paid all the taxes, revenues and other assessment in respect of the Schedule Property. In case of anything remaining unpaid the Vendors shall discharge from their own funds.

10. The Vendors have handed over the Photo copies of documents in respect of the Schedule Property to the Purchaser.

### SCHEDULE PROPERTY

All the piece and parcel of vacant residential Site bearing No.**42,** in the layout known as "**VIVAN GROVE",** formed in converted Survey No.205, (old No. 144/6)**,** and Survey No.206 (old No**.**144/12) situated at **Karakanahalli** Village, Yelawala Hobli, Mysore Taluk, Mysuru District, (Layout plan approved by the Directorate of Town and Country Planning Authority, Mysore vide order No. **100-2014-2015 dated 17/09/2014** issued by the Directorate of Town and Country Planning Authority, Mysore) now bearing Unique No. **152200403160020415**, Property No. **84/42**, issued by the Yelawala Gram Panchayat, measuring **East to West 9.00 meters** and **North to South 12.00** **meters**, in all measuring **108.00 sq. mtrs**., and bounded by:

East by : Site No. 44

West by : Site No. 42

North by : Road

South by : Sy No.204

**IN WITNESS WHEREOF**, the **PARTIES** have executed this **DEED OF SALE** in the presence of the Witnesses attesting hereunder:

**WITNESSES:**

1.

2.

VENDORS PARTY No. I

Rep. by Power of Attorney Holders

PURCHASER