

DEED OF ABSOLUTE SALE

This **DEED OF ABSOLUTE SALE** is made and executed on the _____ day of _____ month of the year Two Thousand and Twenty Three (____/____/2023)

BETWEEN

Army Welfare Housing Organisation (AWHO), a society registered under the Societies Act 1860, having PAN AABTA4251G and GSTIN 29AABTA4251G1ZX represented by its Project Director Lt Col Deepak Raj Masanagatta (Retd) (Aadhaar No. 8252 4000 3105) s/o Shri Gururaja Masanagatta, aged about 49 years, having the office address as Tundup Vihar, AWHO Mysuru, Kesare – Naguvinahalli Main Road, RBI Post, Old Kesare, Mysuru-570003 represented by and on his behalf by his registered GPA holder Shri Mariswamy (Aadhaar No. 3490 9093 7634) s/o Late Shri Kenchaiah, aged about 47 years and residing at No. 66/1, 4th Cross, Kasaba Hobli, RBI Post, Old Kesare, Mysuru-570003 (registered GPA document bearing No. MYN-1-_____/2023-24, CD No. MYND _____, in Book No. 4, dated _____) hereinafter called the **SELLER / FIRST PARTY** which shall mean and include their legal heirs, legal representatives, legal successors, assignees, power of attorney holders, representatives

AND

_____ s/o _____ who is residing at _____, hereinafter called as the **PURCHASER/SECOND PARTY** which shall mean and include their legal heirs, legal representatives, legal successors, assignees, power of attorney holders, representatives)

NAME OF PROJECT

The Deed pertains to plotted layout sites at AWHO Mysuru (Kesare) project which has been named as "TUNDUP VIHAR" in the memory of Subedar Ishe Tundup, MVC (Posthumous) who belonged to 14th J&K Militia.

RECITALS

1. **Survey No. 148/2.** The landed property bearing Survey No. 148/2(Old No. 148), measuring an extent of 03 Acres and 22 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Rachamma W/o. Late M.N. Maradaiah and her family members, with the General Power of Attorney given in favour of L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-00681-2008-09, CD No. MYND183 dated 15.10.2008. Rachamma W/o. Late M.N. Maradaiah and her family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 12.05.2008 in favour of one Dilip B Salian S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-13966-2008-09, CD No. MYND191 dated 27.01.2009.

2. **Survey No. 150.** The landed property bearing Survey No. 150, measuring an extent of 02 Acres and 01 Gunta situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Sidduraiah S/o Late Nanjaiah and his family members with the General Power of Attorney given in favour of L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-00482-2008-09, CD No. MYND179 dated 20.08.2008. Sidduraiah S/o. Late Nanjaiah and his family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 12.05.2008 in favour of one Dilip B Saliyan S/o. Late Bhoja R Saliyan. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-06822-2008-09, CD No. MYND179 dated 22.08.2008.

3. **Survey No. 152.** The landed property bearing Survey No. 152, measuring an extent of 05 Acres and 31 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Puttamamma W/o. Late Kenchaiah and her family members and Rangamma W/o. Late Puttaiah and her family members with the General Power of Attorney given in favour of Sri. L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney has been registered in the office of the Sub Registrar, Mysuru North, Mysuru, document bearing No. MYN-4-00119-2008-09, CD No. MYND170 dated 07.05.2008. Puttamamma W/o. Late Kenchaiah and her family members and Rangamma W/o. Late Puttaiah and her family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 12.05.2008 in favour of one Dilip B Saliyan S/o. Late Bhoja R Saliyan. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-01507-2008-09, CD No. MYND170 dated 12.05.2008.

4. **Survey No. 157.** The landed property bearing Survey No. 157, measuring an extent of 03 Acres and 09 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to one Cheluviah S/o. Kariyaiah and his family members with the General Power of Attorney given in favour of L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-01342-2007-08, CD No. MYND166 dated 14.03.2008. Cheluviah and his family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 15.03.2008 in favour of one Harish Mulki S/o. Late Bhoja R Saliyan. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru, document bearing No. MYN—1-17989-2007-08, CD No. MYND166 dated 15.03.2008.

5. **Survey No. 158.**

(a) **Survey Nos. 158/1 and 158/2.**

(i) The landed property bearing Survey No. 158/1, measuring an extent of 03 Acres and 06 Guntas and Survey No 158/2, measuring 01 Acre and 29 Guntas, together measuring an extent of 04 Acres and 35 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to one Bomanna S/o. Late Kempaiah and his family members with the General Power of Attorney given in favour of L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney has been registered in the office of the Sub Registrar, Mysuru North, Mysuru, document bearing No. MYN-4-01336-2007-08, CD No. MYND166 dated 13.03.2008.

(ii) Bomanna S/o. Late Kempaiah and his family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 15.03.2008 in favour of one Harish Mulki S/o. Late Bhoja R Saliya. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru, document bearing No. MYN—1-17982-2007-08, CD No. MYND166 dated 15.03.2008.

(b) Survey No. 158/5 and Survey No. 158/6 (Old Survey No. 158/3).

(i) The landed property bearing Survey No. 158/5 measuring an extent of 06 Guntas and Survey No. 158/6, measuring an extent of 06 Guntas together measuring an extent of 12 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Mahalingappa. The daughters of Mahalingappa i.e. Jayaleelamma, Gangamma and Mukthambha released their rights on the landed property to their brothers M. Siddamalappa, Dr. Shivaprasad and M. Niranjanmurthy through a Registered Release Deed dated 03.02.2012. The Release Deed has been registered in the office of the Sub Registrar, Mysuru North Mysuru as document bearing No. MYN-1-024897-2011-12, CD No. MYND308 dated 03.02.2012.

(ii) Out of 01 Acre and 33 Guntas, 36 Guntas has come to the share of M. Siddamalappa and 37 Guntas has come to the share of Dr. Shivaprasad through a registered Partition Deed dated 14.02.2012 entered into between the sons of Mahalingappa - M. Siddamalappa, Dr. Shivaprasad and M. Niranjanmurthy with the consent of their sisters. The Partition Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as Document bearing No. MYN-1-026032-2011-12, CD No. MYND309 dated 14.02.2012.

(iii) Dr. Shivaprasad has given a General Power of Attorney in favour of M Siddamallappa on 21.05.2012. The General Power of Attorney has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as Document bearing No. BMH-4-00087-2012-13 in Book No. 4, CD No. BMHD564 dated 21.05.2012. M Siddamallappa, as himself, and as the General Power of Attorney holder of Dr. Shivaprasad, has sold 06 Guntas from his share of land as Survey No. 153/5 and 06 Guntas from Dr. Shivaprasad's share of land as Survey No. 153/6, totalling 12 Guntas, through a Registered Sale Deed dated 28.05.2012 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru, document bearing No. MYN-1-05676-2012-13, CD No. MYND323 dated 28.05.2012.

6. **Survey No. 163.**

(a) **Survey No. 163/1.**

(i) The landed property bearing Survey No. 163/1, measuring an extent of 1 Acre and 14Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Marijavaramma W/o. Late Channamallaiah and her family members with the General Power of Attorney given in favour of Sri. L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney was registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-01375-2007-08, CD No. MYND167 dated 24.03.2008.

(ii) Marijavaramma W/o. Late Channamallaiah and her family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 06.05.2010 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-02098-2010-11, CD No. MYND235 dated 06.05.2010.

(b) **Survey No. 163/2.**

(i) The landed property bearing Survey No. 163/2, measuring an extent of 2 Acres and 10 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Hombalamma W/o. Late Doddananjaiah and her family members with the General Power of Attorney given in favour of Sri. L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney was registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-00528-2009-10, CD No. MYND222 dated 24.12.2009.

(ii) Hombalamma W/o. Late Doddananjaiah and her family members represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju have sold the above mentioned property through a Registered Sale Deed dated 2.1.2010 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-15654-2009-10, CD No. MYND223 dated 02.01.2010.

(c) **Survey No. 163/3.**

(i) The landed property bearing Survey No. 163/3, measuring an extent of 08 Guntas situated at Kesare Village, KasabaHobli, Mysuru Taluk belonged to M. N. Chandrashekar S/o. Late Nanjundaiah and his family members with the General Power of Attorney given in favour of L. Yathiraju S/o. Late Lakshmipathiraju. The General Power of Attorney was registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-00463-2009-10, CD No. MYND219 dated 25.11.2009.

(ii) M. N. Chandrashekar and his family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmipathiraju, have sold the above mentioned property through a Registered Sale Deed dated 26.12.2009 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-15340-2009-10, CD No. MYND222 dated 26.12.2009.

(d) **Survey No. 163/4.**

(i) The landed property bearing Survey No. 163/4, measuring an extent of 01 Acre and 24 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to one Chikkahonnegowda S/o. Javeregowda. Out of this extent of 01 Acre and 24 Guntas, 02 Guntas has been earmarked for the road thus leaving an extent of 01 Acre and 22 Guntas.

(ii) The said Chikkahonnegowda S/o. Javeregowdahas sold the above mentioned property through a Registered Sale Deed dated 10.10.1995 in favour of one P. K. Vasudevan S/o. Late T. Govindan Nair and the Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document No.3158/95-96, Book No. 01, S. No. 1428, Page Nos. 8 to 10, dated 10.10.1995.

(iii) The landed property bearing Survey No. 163/4 (old Survey No. 163) measuring an extent of 01 Acre and 22 Guntas, situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to P. K. Vasudevan S/o. Late T Govindan Nair who has sold the above mentioned property through a Registered Sale Deed dated 05.03.2011 in favour of one Dilip B Salian

S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-22358-2010-11, CD No. MYND267 dated 05.03.2011.

7. **Survey No. 165/2.**

(a) The landed property bearing Survey No. 165/2 measuring an extent of 01 Acre and 24 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to one Cheluvaiah S/o. Late Kariyaiah and his family members. Cheluvaiah S/o. Late Kariyaiah and his family members have sold the above mentioned property through a Registered Sale Deed dated 17.03.2007 in favour of one L. Yathiraju S/o. Late Lakshmi pathiraju. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-29703-2006-07, CD No. MYND134 dated 17.03.2007.

(b) The said L. Yathiraju S/o. Late Lakshmi pathiraju has sold the above mentioned property bearing Survey No. 165/2 measuring an extent of 01 Acre and 24 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk through a Registered Sale Deed dated 13.08.2008 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN—1-06502-2008-09, CD No. MYND178 dated 18.08.2008.

8. **Survey No. 166.**

(a) **Survey No. 166/1.**

(i) The landed property bearing Survey No. 166, measuring an extent of 1 Acre and 31 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Marijavaramma W/o. Late Channamallaiah and her family members with the General Power of Attorney given in favour of Sri. L. Yathiraju S/o. Late Lakshmi pathiraju. The General Power of Attorney was registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-4-01375-2007-08, CD No. MYND167 dated 24.03.2008.

(ii) Marijavaramma W/o. Late Channamallaiah and her family members, represented by the General Power of Attorney holder L. Yathiraju S/o. Late Lakshmi pathiraju, have sold the above mentioned property through a Registered Sale Deed dated 06.05.2010 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-02098-2010-11, CD No. MYND235 dated 06.05.2010.

(b) **Survey No. 166/3.**

(i) The landed property bearing Survey No. 166/3 measuring an extent of 01 Acre and 20 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk, belonged to Deviramma W/o. Late Bhogaiah, Honnamma W/o. Late Nanjaiah and her family members, Shivamma W/o. Late Shivananjaiah and her family members and B Nanjappa S/o. Late Bhogaiah and his family members. The said Deviramma W/o. Late Bhogaiah, Honnamma W/o. Late Nanjaiah and her family members, Shivamma W/o. Late Shivananjaiah and her family members and B Nanjappa S/o. Late Bhogaiah and his family members have sold the above mentioned property through a Registered Sale Deed dated 17.03.2007 in favour of one L. Yathiraju S/o. Late Lakshmipathiraju, The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-29707-2006-07, CD No. MYND134 dated 17.03.2007.

(ii) The landed property bearing Survey. No. 166, measuring a total extent of 03 Acres 11 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk out of which 01 Acre and 20 Guntas situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to one Sri. L. Yathiraju S/o. Late Lakshmipathiraju. The said L. Yathiraju S/o. Late Lakshmipathiraju has sold the above mentioned property through a Registered Sale Deed dated 13.02.2008 in favour of one Harish Mulki S/o. Late Bhoja R Salian. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru, which is registered as Document bearing No. MYN-1-06503-2008-09, CD No. MYND178, dated 18.08.2008.

9. The total landed property purchased from Harish Mulki S/o. Late Bhoja R Salian and Dilip B Salian S/o. Late Bhoja R Salian has an extent of 29 Acres and 39 Guntas as per details given below:

| S. No. | Survey No. | Extent of Land | | Owned By |
|--------|--------------|----------------|-----------|----------------|
| | | Acres | Guntas | |
| (a) | 148/2 | 03 | 22 | Dilip B Salian |
| (b) | 150 | 02 | 01 | Dilip B Salian |
| (c) | 152 | 05 | 31 | Dilip B Salian |
| (d) | 157 | 03 | 09 | Harish Mulki |
| (e) | 158/1 | 03 | 06 | Harish Mulki |
| (f) | 158/2 | 01 | 29 | Harish Mulki |
| (g) | 158/5 | 00 | 06 | Harish Mulki |
| (h) | 158/6 | 00 | 06 | Harish Mulki |
| (i) | 163/1 | 01 | 14 | Harish Mulki |
| (j) | 163/2 | 02 | 10 | Harish Mulki |
| (k) | 163/3 | 00 | 08 | Harish Mulki |
| (l) | 163/4 | 01 | 22 | Dilip B Salian |
| (m) | 165/2 | 01 | 24 | Harish Mulki |
| (n) | 166/1 | 01 | 31 | Harish Mulki |
| (o) | 166/3 | 01 | 20 | Harish Mulki |
| (p) | Total | 29 | 39 | |

10. **Land Conversion.** The said Harish Mulki S/o. Late Bhoja R Salian and Dilip B Salian S/o. Late Bhoja R Salian had filed a representation with the District Commissioner Office, Mysuru District, Mysuru for change of land usage from agriculture purpose to residential purpose and obtained Conversion Order from the Deputy Commissioner, Mysuru District, Mysuru in respect of the said properties to an extent of 29 Acres 39 Guntas vide:

- (a) ALN (1) CR.32/2010-11 dated 16.07.2010 (Survey No. 148/2, 150 and 152).
- (b) ALN (1) CR.31/2010-11 dated 16.07.2010 (Survey Nos. 158/1 and 158/2).
- (c) ALN (1) CR.97/2010-11 dated 08.12.2010 (Survey Nos. 163/1, 163/2, 163/3, 166/1 and 166/3).
- (d) ALN (1) CR.121/2010-11 dated 02.07.2011 (Survey Nos. 157 and 165/2).
- (e) ALN (1) CR.45/2011-12 dated 10.11.2011 (Survey No. 163/4).
- (f) ALN (1) CR.151/2012-13 dated 21.09.2012 (Survey Nos. 158/5 and 158/6).

11. **Purchase of Alienated Lands by AWHO.**

(a) The landed properties bearing Survey No. 148/2 measuring an extent of 03 Acres 22 Guntas, Survey No. 150 measuring an extent of 02 Acres 01 Gunta, Survey No. 152 measuring an extent of 05 Acres 31 Guntas and Survey No. 163/4 measuring an extent of 01 Acre 22 Guntas totalling 12 Acres 36 Guntas, situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Dilip B Salian S/o. Late Bhoja R Salian. Dilip B Salian S/o. Late Bhoja R Salianh has sold the above mentioned properties through a Registered Sale Deed dated 20.01.2012 in favour of Army Welfare Housing Organization (AWHO), a society registered under the Societies Act 1860 and represented by its authorized Signatory Col D.M. Purvimath. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-23379-2011-12, CD No. MYND306 dated 20.01.2012.

(b) The landed properties bearing Survey No. 157 measuring an extent of 03 Acres and 09 Guntas, Survey No. 158/1 measuring an extent of 03 Acres and 06 Guntas, Survey No. 158/2 measuring an extent of 01 Acre and 29 Guntas, Survey No. 163/1 measuring an extent of 01 Acre and 14 Guntas, Survey No. 163/2 measuring an extent of 02 Acres and 10 Guntas, Survey No. 163/3

measuring an extent of 08 Guntas, Survey No. 165/2 measuring an extent of 01 Acre and 24 Guntas, Survey No. 166/1 measuring an extent of 01 Acre and 31 Guntas and Survey No. 166/3 measuring an extent of 01 Acre and 20 Guntas totalling 16 Acres 31 Guntas, situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Harish Mulki S/o. Late Bhoja R Saliyan who has sold the above mentioned properties through a Registered Sale Deed dated 20.01.2012 in favour of Army Welfare Housing Organization (AWHO), a society registered under the Societies Act 1860 and represented by its Authorized Signatory. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-23380-2011-12, CD No. MYND306 dated 20.01.2012.

(c) The landed properties bearing Survey No. 158/5 measuring an extent of 06 Guntas and Survey No. 158/6 measuring an extent of 06 Guntas totalling 12 Guntas, situated at Kesare Village, Kasaba Hobli, Mysuru Taluk belonged to Harish Mulki S/o. Late Bhoja R Saliyan who has sold the above mentioned properties through a Registered Sale Deed dated 24.12.2012 in favour of Army Welfare Housing Organization (AWHO), a society registered under the Societies Act 1860 and represented by its authorized Signatory. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-26338-2012-13, CD No. MYND354 dated 24.12.2012.

12. AWHO, a society registered under the Societies Act 1860, represented by its Authorised Signatory, submitted a layout plan for approval to Bangalore Mysore Infrastructure Corridor Area Planning Authority (BMICAPA) and the plan was provisionally sanctioned vide BMICAPA letter No. BMICAPA / NAGARA YOJANE-2 / VASATHI VINYASA-18 / 2015-2016 / 1592 dated 11.03.2019 for 23 Acres 24 Guntas consisting of the following land parcels:

| S. No. | Survey No. | Extent of Land | |
|--------|--------------|----------------|-----------|
| | | Acres | Guntas |
| (a) | 148/2 | 03 | 22 |
| (b) | 150 | 02 | 01 |
| (c) | 152 | 05 | 31 |
| (d) | 157 | 03 | 09 |
| (e) | 158/5 | 00 | 06 |
| (f) | 158/6 | 00 | 06 |
| (g) | 163/1 | 01 | 14 |
| (h) | 163/2 | 02 | 10 |
| (i) | 163/3 | 00 | 08 |
| (j) | 163/4 | 01 | 22 |
| (k) | 165/2 | 01 | 24 |
| (l) | 166/1 | 01 | 31 |
| (m) | Total | 23 | 24 |

13. Having completed the layout development works, AWHO obtained the relevant No Objection Certificates / Work completion Certificates from all the concerned

Government departments / agencies / local bodies and submitted the final layout plan to BMICAPA for approval. BMICAPA, vide letter No. BMICAPA/Town Planning-2/Residential Layout/18/2015-2016/2060 dated 15.03.2023 has issued the Approved Final Modified Layout Plan as per the details given below:

| S. No. | Details of Land Usage | Area in SqM | % Area |
|--------|---------------------------------------------|-------------|--------|
| (a) | Total area (23 Acres and 24 Guntas) | 95,504.48 | |
| (b) | Area not in possession (17 Guntas) | 1,719.89 | |
| (c) | Net area available (23 Acres and 07 Guntas) | 93,784.59 | |
| (d) | Residential sites | 44,017.52 | 46.93% |
| (e) | Commercial sites | 1035.38 | 1.10% |
| (f) | Parks and open spaces | 9,586.21 | 10.22% |
| (g) | Civic amenities sites | 5,002.92 | 5.33% |
| (h) | Roads | 34,142.56 | 36.42% |

14. **Relinquishment Deeds.**

(a) AWHO had relinquished the roads, parks and open spaces in the developed layout through a Registered Relinquishment Deed dated 27.03.2023 in favour of Siddalingapura Panchayat. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-00460-2023-24, CD No. 1485 dated 15.04.2023.

(b) AWHO had relinquished the civic amenities sites in the developed layout through a Registered Relinquishment Deed dated 27.03.2023 in favour of BMICAPA. The Sale Deed has been registered in the office of the Sub Registrar, Mysuru North, Mysuru as document bearing No. MYN-1-00464-2023-24, CD No. 1485 dated 15.04.2023.

15. **Approval for Release of Sites.** BMICAPA has issued the 100% site release approval vide letter No. BMICAPA/Town Planning-2/Residential Layout/18/2015-16/198 dated 20.04.2023.

16. **RERA Registration.** AWHO has registered the project under the Real Estate (Regulation and Development) Act, 2016, by the Real Estate Regulatory Authority Karnataka and has been issued a Project Registration Certificate No. **PRM/KA/RERA/1268/378/PR/190702/002642**. The project has been shown under Completed Projects in the KRERA website.

17. **Taxes and Development Charges.** AWHO has paid the requisite taxes, development charges and other charges as applicable to Siddalingapura Panchayat up to the year 2023-2024 as acknowledged vide receipt No. 00565/1522004031/23-24 dated 09.06.2023.

18. **Forms No. 9 and 11A.**

(a) AWHO, a society registered under the Societies Act 1860, has obtained the Forms 9 and 11A bearing PID No. 152200431032001298 with Property No. 714 for all the residential and commercial sites covering an area of 45,052.90 square metres from Siddalingapura Panchayat vide certificate Nos. 12885594 and 12885653 respectively.

(b) Army Welfare Housing Organization (AWHO), a society registered under the Societies Act 1860, represented by its Authorized Signatory has also obtained Forms No.9 and 11A issued by the Panchayat Development Officer, Siddalingapura Grama Panchayat, Siddalingapura, Mysuru Taluk with respect to Site No. _____ that has been formed and developed as per the BMICAPA Approved Final Modified Residential Layout Plan as stated above and hereinafter called the Schedule Property. In view of the same, the First Party is the absolute owner in possession and enjoyment of the Schedule Property and the same is the self-acquired property of the First Party. The First Party has absolute right, title and interest to dispose off the Schedule Property in the manner as it desires.

WHEREAS,

19. The First Party has offered the Second Party, to sell the Schedule Property for a valuable sale consideration amount of **Rs. _____/- (Rupees Only)**, and further, the Second Party has accepted the offer made by the First Party and the Second Party consents to purchase the same.

NOW THIS DEED WITNESSETH AS UNDER

20. **Absolute Sale.** That, the First Party declares that the Schedule Property is the absolute property of the First Party and further assures the Second Party that it has the absolute right to sell the Schedule Property to the Second Party. The First Party does hereby grant, transfer, assign and convey the Schedule Property to the Second Party by Absolute Sale together with all the things permanently attached thereto or standing thereon including all the privileges, profits, advantages, rights and appurtenances whatsoever to the Schedule Property.

21. **Consideration.** The First Party has agreed to sell the Schedule Property to the Second Party for a sum of **Rs. _____/- (Rupees Only)** and the Second Party has agreed to purchase the same for the said amount of **Rs. _____/- (Rupees Only)**. The First Party has received the entire sale consideration of **Rs. _____/- (Rupees Only)** from the Second Party as full and final settlement and acknowledges the receipt of the same before the undersigned witnesses.

22. **Marketable Title.** The First Party assures the Second Party that the First Party has good, subsisting and marketable title of the Schedule Property and thereby has the

right to transfer the same to give possession. Further, the First Party assures the Second Party that the Schedule Property is free from all encumbrances, court attachment notices, acquisitions, fraudulent transfers, minor claims etc.

23. **Title Forever.** The First Party grants to the Second Party to have and to hold the Schedule Property for the use of the Second Party absolutely and forever together with writings and other evidence or title.

24. **Delivery of Documents.** The First Party has delivered all the requisite documents to the Second Party at the time of execution of this Sale Deed. The Second Party hereby acknowledges the receipt of the same.

25. **Outgoing.** The First Party assures the Second Party that the amount due to any Government or Semi Government or other statutory bodies in the form of taxes, rates, cesses, etc. have been duly paid till this date. By oversight, if any of the dues payable to aforesaid bodies are not paid till this date, the First Party assures the Second Party that the First Party would be liable to pay such payments. However it will be responsibility of Second Party to pay all bills, taxes after this date.

26. **Vacant Possession.** Today, the First Party has handed over the vacant possession of the Schedule Property to the Second Party before the undersigned witnesses. Hereinafter, at all times, the Second Party, as full and absolute owner thereof, shall peacefully and quietly, hold, possess and enjoy the Schedule Property without any interruption, hindrance, claim or demand whatsoever from the First Party or any other person claiming through or under them.

27. **Transfer of Schedule Property by the Buyer.**

(a) No sale / transfer / assigning of plot to a Third Party shall be effected by the allottee or his/her/their heirs, successors, executors and administrators without prior permission in writing from AWHO. Whenever a plot is transferred with the permission of AWHO as per the terms and conditions of AWHO Master Brochure - Jul 1987 (as amended), the transferee shall be bound by all the covenants and conditions as are applicable to the original allottee in general and the aforesaid restrictions on re-sale in particular and before concluding any sale or transfer of ownership of the said Schedule Property, the Buyer shall be required to:

(i) Pay all the outstanding dues of maintenance charges and any other charges as may be notified by the Resident Welfare Association (RWA) at that time.

(ii) Obtain a 'No Dues Certificate' from the RWA and a 'No Objection Certificate' from AWHO in this regard.

(b) AWHO reserves the right in its absolute discretion to refuse permission for sale / transfer / assigning of plot. Any sale/transfer executed in violation without

permission shall be illegal and the buyer shall be responsible for consequences thereof.

28. **Indemnity.**

(a) That, furthermore, the First Party assures to indemnify and keep indemnified the Second Party against losses, damages, costs, charges and expenses, if any, suffered by reason of any defect on the title of the First Party or any breach of covenants hereunder contained.

(b) The First Party confirms that the Schedule Property is the absolute property of the First Party and other members of the family of the First Party have no rights, title or interest over the Schedule Property.

29. **Lawful Acts.** The First Party shall, at the request and cost of the Second Party, do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the Schedule Property in the manner aforesaid according to the true intent and meaning of this Sale Deed.

30. **Khaata Transfer.** The First Party has given No Objection for the Khaata changes of the Schedule Property being transferred and registered in the name of the Second Party from the concerned authority according to the wishes of the Second Party.

31. **Modifications.**

(a) The Second Party shall not carry out any modification(s) to any of the assets other than the Schedule Property that have been developed by the First Party in Tundup Vihar layout.

(b) The Second Party shall not drill bore well(s) in the Schedule Property.

(c) Any modifications may only be done only after the RWA has been constituted and registered and thereafter with the explicit permission of the RWA.

32. **Stamp Duty and Registration Expenses.** That the stamp duty and registration expenses for the registration of this Deed of Absolute Sale is borne by the Second Party.

33. **Schedule Property.** Vacant residential / commercial odd / regular site in Tundup Vihar layout formed on an extent of 23 Acres 24 Guntas (including 17 Guntas not under possession) made up of lands bearing Survey. Nos. 148/2, 150, 152, 157, 158/5, 158/6, 163/1, 163/2, 163/3, 163/4, 165/2 and 166/1 situated at Kesare Village, Kasaba Hobli, Mysuru Taluk, converted vide Alienation Order Nos. ALN (1) CR.31/2010-11, dated 16.07.2010 vide ALN (1) CR.32/2010-11, dated 16.07.2010, vide

ALN (1) CR.97/2010-11, dated 8.12.2010, vide ALN (1) CR.121/2010-11, dated 02.07.2011, vide ALN (1) CR.45/2011-12, dated 10.11.2011, vide ALN (1) CR.151/2012-13 dated 21.09.2012 and as per the Final Layout Plan Approval issued by the BMICAPA vide letter No. BMICAPA/ NAGARA YOJANE-2/ VASATHI VINYASA-18/2015-2016/ 2060 dated 15.03.2023 bearing site No. _____ and, bearing Property No. _____ and Property Identification No. _____ of Siddalingpura Graama Panchayat and, measuring East to West: _____ metres (average dimension), North to South: _____ metres (average dimension) and having an area of _____ square metres, and bounded on the:

- (a) **EAST BY** :
- (b) **WEST BY** :
- (c) **NORTH BY** :
- (d) **SOUTH BY** :

In witness whereof the First Party and the Second Party have set their hands together to this Deed of Absolute Sale in the presence of witnesses signed hereunder on this day, month and year mentioned as above.

WITNESSES.

1. _____

FIRST PARTY / VENDOR

2. _____

SECOND PARTY/PURCHASER

Drafted by

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