**Sale Deed**  **Site No.33**

**THIS DEED OF SALE** is made and executed on this **29th** day **Of January Two Thousand and Twenty One (29-01-2021)**

**BETWEEN**

**SRI.S.SHIVAKUMARASWAMY,** S/o. late C.Shivappa, Aged about 50 Years, Residing at # 1134, Karuna Marga, Siddarthanagar, Mysore, PAN No. ALKPS8527M, (Hereinafter called as the **OWNER/SELLER** represented by his SPA holder **Sri. SUNIL KUMAR. B. M.** (SPA registered in the office of the Sub-registrar Mysore West Mysore vide doc No. MYW-4-00021-2020-21 stored at CD No. MYWD468 dated on 15-06-2020)which expression shall unless repugnant to the context mean and include his/her/their heirs, transferees, successors, executors, assigns, administrators and representatives–in–interest) of the **ONE PART**;

# **And**

**SRI. PARAMESHA** (**Pan No: ATKPP8219K, ADHAR NO. 3416 9052 5004,** S/o. Sri. Late Javarappa Shetty, Aged about 58 Years, Residing at No. 12, GSS Layout, Manasi Nagara, Udayagiri-570 019 (Hereinafter called as the ‘**PURCHASER’** (which expression shall unless repugnant to the context mean and include his/her/their heirs, successors, executors, assigns, administrators and representatives–in–interest) of the **Second PART**;

WHEREAS the land bearing Survey No.119/1 measuring 2 acres 16 guntas, Survey No.119/2 measuring 2 acres 25 guntas, sy No.119/3 measuring 30 guntas and Sy No.119/4 measuring 30 guntas all situated at Talur Village was belonging to one Sri T.S.Mahadevappa and his brother Sri T.S.Siddappa and in view of partition between them, the land bearing Survey No.119/1 & 119/2 was allotted to the share of T.S.Mahadevappa and the land bearing Survey No.119/3 & 119/4 was allotted to the share of Sri T.S.Siddappa.

WHEREAS under Mutation Proceedings No.MR:21/1970–71 the Khata of land bearing Survey No.119/3 and 119/4 was registered in the name of Sri T.S.Siddappa.

WHEREAS under Mutation Proceedings No.MR:1/1974–75 the Khata of land bearing Sy.No. 119/1 and Sy no 119/2 was registered in the name of Sri T.S.Mahadevappa and on his death, under Mutation Proceedings No.IHR:7/1990–91 its Khata was transferred into the name of his son Sri T.M.Shivanna.

WHEREAS on 13–06–2000 aforesaid Sri T.M.Shivanna, S/o. late T.S.Mahadevappa, his wife Smt.Kanthamani and minor children Madhu and Pramod have executed a Registered Sale Deed and sold the land bearing Survey No.119/1 measuring 2 Acres 16 Guntas and 119/2 measuring 2 Acres 25 Guntas in favor of one Smt.Indira Bai @ Indiramma and put her in possession and enjoyment thereof.

WHEREAS in view of its sale, under Mutation Proceedings No.MR:13/1999–2000, its Khata of aforesaid lands were transferred into the name of Smt.Indiramma @ Indira Bai.

WHEREAS on 10–08–2005 Smt.Indiramma @ Indira Bai as Seller, Sri M.Nanda Kumar and Sri M.Vijaykumar as Consenting Parties have executed a Registered Sale Deed and sold the land bearing Survey No.119/2P1 (New Sy No 119/2) measuring 2 Acres 25 Guntas for valuable consideration to Dr.Shankar.B.Dandin and put him in possession and enjoyment thereof.

WHEREAS on 10–08–2005 Smt.Indiramma @ Indira Bai as Seller, Sri M.Nanda Kumar and Sri M.Vijaykumar as Consenting Parties have executed a Registered Sale Deed and sold the land bearing Survey No.119/P1 (New Sy No 119/1) measuring 2 Acres 16 Guntas for valuable consideration to Sri Sharad Pai and put him in possession and enjoyment thereof.

WHEREAS Sri T S Chandrashekharappa, S/o Sri T S Siddappa, acquired Sy No 119/3 and Sy No 119/4 both measuring 30 guntas each through MR 2/83-84.

WHEREAS on 10–08–2005 Sri T.S.Chandrashekharappa executed a Registered Sale Deed and sold the land bearing Survey No.119/1P2 (New Sy no 119/3) measuring 30 Guntas and Survey No.119/2P2 (New Sy No 119/4) measuring 30 Guntas for valuable consideration to Sri Sharad Pai and put him in possession and enjoyment thereof.

WHEREAS on 08–09–2014 Dr.Shankar.B.Dandin has executed a Registered Sale Deed and sold the land bearing Survey No.119/2 (Old Survey No.119/2P1) measuring 2 Acres 25 Guntas for valuable consideration to the Seller, Sri S.Shivakumara Swamy and put him in possession and enjoyment thereof.

WHEREAS on 08–09–2014 Sri Sharad Pai has executed a Registered Sale Deed and sold the land bearing Survey No.119/1 (Old No.119/P1) measuring 2 Acres 16 Guntas and Survey No.119/3 (Old No.119/1P2) measuring 30 Guntas and Survey No.119/4 (Old No.119/2P2) measuring 30 Guntas for valuable consideration to Sri S.Shivakumara Swamy and put him in possession and enjoyment thereof.

WHEREAS in response to his application, the Deputy Commissioner, Mysuru District by his Order No.79/2015–16 dated 10–02–2017 permitted the Seller to use the land bearing Survey No.119/1 measuring 2 Acres 16 Gunta, Survey No.119/2 measuring 2 Acres 25 Gunta, Survey No.119/3 measuring 30 Guntas and Survey No.119/4 measuring 30 Guntas i.e., 6 Acre 21 Gunta from agricultural purposes to residential purposes.

WHEREAS the plan of the layout proposed to be formed in land bearing Survey No.119/1, 119/2, 119/3 and 119/4 is approved by the office of the Joint Director, Town and Country Planning Authority, Mysore, on 26.05.2017.

WHEREAS on 19–01–2018 the Seller has executed a Registered Relinquishment Deed and relinquished 7776.39 Square Meters for road widening, 1991.01 Square Meters for park, 1770.26 Square Meters for public and semi–public use, 369.09 Square Meters for OHT and STP to the Panchayath Development Officer, Talur Village, Jayapura Hobli, Mysuru Taluk.

WHEREAS the Doora Gram Panchayat issued the work order on 03.04.2018 and permitted the Seller to commence and carry out the layout development works according the approved layout plan.

WHEREAS the project is registered as required under the provisions of RERA (Real Estate (Regulation and Development) Act 2016 (16 of 2016); vide No PRM/KA/RERA/1268/378/PR/180516/001714.

WHEREAS the Seller is now in possession and enjoyment of the schedule lands, which are hereinafter called as the ‘Schedule LANDS’ and therefore, the Seller is having full right, title and interest in the schedule lands and the Seller is entitled to dispose off it in any manner, the Seller may choose.

WHEREAS the Seller has accepted the nomination and agreed to sell the ‘B’ schedule site to the Purchaser for a consideration mentioned hereunder.

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

1. In pursuance of the foregoing, the total consideration of the Schedule B Property is fixed at **Rs. 6,00,000/-**(**Rupees Six Lakh only**).
2. The Purchaser has paid the said total sale consideration to the Seller as follows:

* **Rs.1,00,000/-** (Rupees One Lakh only) by way of Cheque No. **763625** dated **29-12-2020** drawn on **Canara Bank** Nazarbad Branch, Mysore as an advance amount at the time of this sale agreement.
* **Rs.5,00,000/-** (Rupees Five Lakh Only) by way of Cheque No. **763626** dated **29-01-2021** drawn on **Canara Bank** Nazarbad Branch, Mysore in favour of Seller towards full and final settlement of the total amount of consideration for the sale of Schedule Property.

1. Thereby, the Seller acknowledges the receipt of the entire sale consideration of the sum of **Rs. 6,00,000/-**(**Rupees Six Lakh only**) and the Seller do hereby convey by way of absolute sale and grants to the Purchaser/s, his/her/their heirs, representatives, successors and assignees the property more fully described in the ‘B’ schedule below, to be held by them perpetually together with full rights of ownership, enjoyment and alienation with all rights appurtenant thereto.
2. The Purchaser has been put into actual physical, peaceful, vacant possession of the ‘B’ schedule site. The purchaser physically inspected the schedule property in the presence of the seller’s representative and is satisfied with the measurement of the property.
3. The Seller covenants with the Purchaser that:
4. The title to the ‘B’ schedule property hereby conveyed by the Sellers under this Sale Deed subsists and that the Seller has powers to convey the same and that there are no fetters whatsoever.
5. The ‘B’ schedule site hereby conveyed is not subject to any encumbrances, maintenance, claim, demand or charge or to any attachment of Court.
6. The Seller covenants with the Purchaser that the Purchaser shall here afterwards peaceably and quietly hold, possess and enjoy the ‘B’ schedule site without any let or hindrance, claim or interruption or demand from the Seller or any person/s claiming through or under him.
7. The Seller hereby agrees with the Purchaser that he shall save harmless and indemnify and keep indemnified the Purchaser against any encumbrances, charges, equities, claims, demands, litigations and any loss due to any defect in his title and/ or any claim what so ever being made by any person whom so ever over the ‘B’ schedule property.
8. The Seller assures the Purchaser that he has paid up to date tax and that there are no arrears to be paid.
9. The Seller had handed over Photostat copies of the documents of his title pertaining to the schedule site to the Purchaser.
10. And the Seller, his heirs, administrators or assignees further covenants that

he shall at the request and cost of the Purchaser or his heirs, administrators or assignees do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the ‘B’ schedule site and every part thereof in manner aforesaid according to the true intent and meaning of this deed.

1. Herein after the Purchaser being the absolute owner of the ‘B’ schedule property, the Seller has no objection for the Purchaser to get Khata of the schedule site transferred into his / her / their name/s.
2. The Purchaser shall become a member of the Society or Association to be formed amongst the Purchaser and Co-purchasers and the purchaser shall abide by the rules, regulations and bye-laws of such Society or Association.
3. The stamp duty and registration expenses for the registration of this sale deed is borne by the Purchaser.
4. The total consideration mentioned above, is the market value of the schedule B property.
5. The context includes as well as the heirs, legal representatives, successors, administrators or assignees of the respective parties as the parties themselves.
6. The stamp duty and registration charges paid as per the guideline value of the Sub Registrar Office Mysore west Mysore.

**‘A’ SCHEDULE**

Land bearing **Survey No.119/1**measuring **2 Acres 16 Guntas** situated at Talur Village, Jayapura Hobli, Mysuru Taluk and bounded on the East: Land bearing Survey No.119/2, West: Road, North: Road and South: Land bearing Survey No.119/3.

Land bearing SurveyNo.119/2measuring 2 Acres 25 Guntas situated at Talur Village, Jayapura Hobli,Mysuru Taluk andbounded onthe East: Land bearing Survey No.117, West:Land bearing Survey No.119/1and 119/3, North: Road and South: Land bearing Survey No.119/4.

Land bearing Survey No.119/3 measuring0–30Guntas situated at Talur Village, Jayapura Hobli, Mysuru Taluk and bounded on the East: Land bearing SurveyNo.119/2 and119/4, West : Road, North : Land bearing Survey No.119/1 and South: Land bearing Survey No.118.

Land bearing Survey No.119/4 measuring 30 Guntas situated at Talur Village, Jayapura Hobli, Mysuru Taluk and bounded on the East: Land bearing Survey No.117,West: Land bearing Survey No.119/3,North: Land bearing Survey No.119/2 and South:Land bearing Survey No.118.

**‘B’ SCHEDULE**

All that piece and parcel of the vacant site property bearing No. **33** carved out of schedule A property as per 9 and 11A the property **No. 463/33** with E khata **No. 152200421124023395,** Measuring:

East to West : **(8+8.55)/2 mtrs**

North to South : **12.20 mtrs**

Total **100.96** Sq Mtrs **(1086.73** Sq Ft**)**

Bounded on

East by : **Site No.34**

West by : **Road**

North by : **Road**

South by : **Site No.58**

**IN WITNESS WHEREOF** the parties to this Deed of Sale have signed on the day, month and the year first above mentioned in the City of Mysuru.

**WITNESSES:**

(S.SHIVAKUMARASWAMY)

**SELLER**

(SRI. PARAMESHA)  **PURCHASER**