GIFT DEED

This Gift Deed of the scheduled mentioned property executed this 13th day of January, Two Thousand & Twenty Three (13-01-2023) by:

**SMT. SRIRANGANAYAKI NARAYAN (PAN NO. ATGPN3057M)** aged about 74 years, D/o. M. Doreswamy Iyengar, residing at No. 2674/2, Adipampa Road, V.V.Mohalla, Mysore-570002. hereinafter referred to as the **‘DONOR’** (which expression unless repugnant to the context shall mean and includes her heirs, assigns, successors and representatives in interest)

# In favour of my brother

### SRI. M SAMPATH KUMAR (AADHAAR NO. 7914 1279 7849) aged about 80 years, S/o. M. Doreswamy Iyengar, residing at No. 2674/2, Adipampa Road, V.V.Mohalla, Mysore-570002.hereinafter referred to as the ‘DONEE’ (which expression unless repugnant to the context shall mean and includes his heirs, assigns, successors and representatives in interest).

Whereas the Donor is the absolute owner and in possession of the Site No. **21**, situated in **“SUVARNA NAGAR LAYOUT”** comprising of various survey numbers of K.Hemmanahalli Village, Gohalli Village of Yelwala hobli, and Maratikyathanahalli, Jayapura Hobli, Mysore Taluk to the extent of 129 Acres 3 guntas of land measuring **East to West : 18.00 Meters and North to South : 12.00 Meters totally measuring 216.00 Sq.Mtrs.** Morefully described in the schedule hereunder written and hereinafter called the “**schedule property**”. The Donor holds marketable title & possession of the schedule property.

Whereas, basically the scheduled property was allotted from Deepa House Building Co-Operative Society Ltd, Mysore to Sri. M. Sampath Kumar on 04-08-2013 and obtained Sale Deed on 22-07-2015 and same has been registered in the office of the Sub-Registrar, Mysore West Mysore as document No. **MYW-1-03457/2015-16** of Book-I stored at C.D.No. **MYWD50** and he obtained possession Certificate on 22-07-2015 the khata was transferred in favour of Sri. M.Sampath Kumar by Mysore Urban Development Authority on 04-09-2015 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-1670/15-16. Thereafter Sri. M.Sampath Kumar gifted the property to his sister Sriranganayaki Narayan on 12-07-2016 via gift deed and same has been registered in the office of the Sub-Registrar, Mysore West Mysore as document No. **MYW-1-03536/2016-17** of Book-I stored at C.D.No. **MYWD70.** Andthe khata transferred in her favour by Mysore Urban Development Authority on 27-12-2016 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-9324/16-17.

The Donor has paid upto date site tax to the concerned authority and enjoying the same without any obstructions or interference from any other persons. Donor has got absolute right to dispose, gift and alienate the schedule mentioned property in any manner.

**NOW THIS DEED OF GIFT DEED WITNESSES AS FOLLOWS:**

1. The DONOR is the absolute owner having full right, title and interest in the schedule property and the DONOR is entitled to dispose of the schedule property in any manner she may choose.
2. The DONOR desires to alienate the schedule property to the DONEE as gift without any monitory consideration and in consideration of natural love and affection as hereinafter mentioned.
3. The DONEE is the Brother of the DONOR.
4. The DONEE has agreed to accept the gift as is evidenced by executing these presents.

NOW THIS DEED WITNESSETH AS UNDER:

* The DONOR has hereby delivered possession of the schedule mentioned property to the Donee and he shall enter into possession of the scheduled property and enjoy the same without any interruption or disturbance by the Donor or any person claiming through or under her without any lawful disturbance or interruption by any other person whomsoever.
* The Donor will, at her cost, execute and do every such assurance or thing necessary for further and more perfectly assuring the gift property to the Donee, his heirs, or assigns, as may reasonably be required.
* The Donor hereby declares and assures the Donee that the Donor is the absolute owner of the scheduled property and he has a subsisting and marketable title thereto and that the scheduled property is free from all encumbrances, liens, attachments and claims of every kind.
* The Donor hereby assures and declares that incase the scheduled property is found to be subject to any encumbrances, liens, attachments and claims of any kind contrary to the aforesaid assurances, the same shall be duly cleared by the Donor, so that the Donee shall get Title free from all such encumbrances and claims.
* The Donee 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 Donor hereby declares that she has no objection regarding the transfer of khata in favour of Donee in concerned authorities with his own cost.
* The Donor has no objection regarding the development of the property or to raise loans or advances from any Nationalized banks, Private banks, Schedule banks or any other Financial Institutions and to repay the same and against the said gift.

The expression ‘DONOR’ and ‘DONEE’ hereinafter used includes their respective heirs, legal representatives, successors and assigns.

## SCHEDULE OF THE PROPERTY

ALL THAT PIECE of land known as Site No. **21**, situated in **“SUVARNA NAGAR LAYOUT”** comprising of various survey numbers of K.Hemmanahalli Village, Gohalli Village of Yelwala hobli, and Maratikyathanahalli, Jayapura Hobli, Mysore Taluk to the extent of 129 Acres 3 guntas of land measuring **East to West : 18.00 Meters and North to South : 12.00 Meters totally measuring 216.00 Sq.Mtrs.** and bounded on:-

East : Road

West : Site No. 32

North : Site No. 20

South : Site No. 22

Measuring **East to West : 18.00 Meters and North to South : 12.00 Meters totally measuring 216.00 Sq.Mtrs.**

**In witness whereof**, the Donor and the Donee have affixed their signatures to the Gift Deed at Mysore city, on the day, month and the year first above written.

**WITNESSES:-**

**1)**

**DONOR**

**2)**

# DONEE

# (Gift accepted)