**ABSOLUTE SALE DEED**

This **INDENTURE OF ABSOLUTE SALE DEED** is made and executed on this the Seventeenth day of August Two Thousand Twenty Two (17/08/2022) at Mysuru, by;

**(1) Smt. PARVATHI (Aadhaar No. 6859 0526 1358, PAN : BEJPP6156C**), aged about 60 years, W/o Sri. S.K.Puttaswamy, Residing at Shree Gandhada Gudi, Bangalore –Mysore Road, Shivapura Post, M. Shivapura, Maddur Taluk, Mandya District.

**(2) Sri. S.K. PUTTASWAMY (Aadhaar No. 6933 0944 3797**), aged about 75 years, S/o S.P. Kariyappa, Residing at Shree Gandhada Gudi, Bangalore-Mysore Road, Shivapura Post, M. Shivapura, Maddur Taluk, Mandya District.

**(3) Sri. NAVEEN. S.P (Aadhaar No. 8381 0539 7578**), aged about 39 years, S/o Sri. S.K.Puttaswamy, Residing at Shree Gandhada Gudi, Bangalore –Mysore Road, Shivapura Post, M. Shivapura, Maddur Taluk, Mandya District.

**(4) Sri S.P.ARJUN,** S/o. Sri S.K.Puttaswamy, aged about 36 years, Presently residing at No. 637, Sidcup Road, London SE9 3AG represented by his G.P.A Holder **Smt. PARVATHI** (G.P.A duly authenticated by District Registrar, Mysore on 15-07-2022 vide No. 226/22-23).

Hereinafter collectively referred to as the **“VENDOR”** (which term unless repugnant to the context shall mean and include their heirs, assignees, successors and legal representatives etc.,) of the ONE PART.

**IN FAVOUR OF**

**Sri G.S. DHARMENDRA (Aadhaar No. 7909 0720 5977, PAN : AHUPD1179N),** aged about 49 years, S/o. Late G.Subbarayadu,residing at Flat No. T7, "Srivara Krishna Apartment", No. D-17/1 and D5, 3rd Main, V.V.Mohalla, Mysore - 570 002. Hereinafter referred to as the **“PURCHASER”** (which term unless repugnant to the context shall mean and include his heirs, assignees and legal representatives etc.) of the OTHER PART.

Whereas, the 1st vendor Smt. Parvathi is the absolute owner in possession of the Undeveloped Converted land for Residential purpose bearing Sy No. 40/5, measuring 1 acre 05.08 guntas, (Official Memorandum dated 02/08/2017 bearing No. MYSDC/ ALN1/ALN/155/2017 (6786) issued by the Office of the Deputy Commissioner, Mysore District, Mysore), situated at Madagalli Village, Yelwala Hobli, Mysore Taluk, Mysore District and the same is morefully described in the Schedule hereunder and referred to as ‘Schedule Property’ herein afterwards.

Whereas, Sri S.Boregowda S/o Late Karisiddegowda being the owner in possession of the land bearing Sy No. 40/3, measuring 2 acres 11 guntas, situated at Madagalli Village, Yelwala Hobli, Mysore Taluk and District has executed a Registered Gift Deed dated 01/07/2009 in favour of his daughter Smt. Boramma W/o Sri Siddegowda and the said Gift Deed is registered on 02/07/2009 as document No. MYN-1-03989-2009-10 in C.D No. MYND-202 of book 1, before the Sub-Registrar, Mysore-North, Mysore, thereby conveying the right and title over the above said land. Acting upon the Gift Deed, Smt. Boramma got the Katha of the land bearing Sy No. 40/3, measuring 2 acres 11 guntas of Madagalli Village, Yelwala Hobli, Mysore Taluk and District mutated to her name through Mutation Proceedings bearing M.R No. 6/2009-10 and RTC of Sy No. 40/3 prevailed in the name of Smt. Boramma W/o Sri Siddegowda.

Whereas, the daughters of Late Boregowda i.e., Smt. Shivamma W/o Sri Basavanna, Smt. Jayamma W/o Sri Siddegowda, Smt. Thayamma W/o Sri Kalegowda, Smt. Bhagyamma W/o Late Rajegowda, Smt. Ningamma W/o Sri Somanna, Smt. Lakshmamma W/o Late Swamy, Sri Puttegowda S/o Late Boregowda, Sri Chiranth S/o Sri Puttegowda have jointly executed a Registered Release Deed dated 17/03/2014 in favour of Smt. Boramma D/o Late S.Boregowda, W/o Sri Siddegowda and the said Release Deed is registered on 18/03/2014 as document No. MYW-1-11136-2013-14 in C.D No. MYWD-25 of book 1, before the Sub-Registrar, Mysore-West, Mysore, thereby relinquishing their right over the land bearing Sy No. 40/3, measuring 2 acres 11 guntas, situated at Madagalli Village, Yelwala Hobli, Mysore Taluk and District.

Further, the daughters of Late S.Boregowda i.e., Smt. Boramma W/o Sri Siddegowda, Smt. Shivamma W/o Sri Basavanna, Smt. Jayamma W/o Sri Siddegowda, Smt. Thayamma W/o Sri Kalegowda, Smt. Bhagyamma W/o Late Rajegowda, Smt. Ningamma W/o Sri Somanna, Smt. Lakshmamma W/o Late Swamy, Sri Puttegowda S/o Late Boregowda, Sri Chiranth S/o Sri Puttegowda have jointly executed a Registered Declaration Deed dated 17/03/2014 and the said Declaration Deed is registered on 18/03/2014 as document No. MYW-4-00711-2013-14 in C.D No. MYWD-25 of book 1, before the Sub-Registrar, Mysore-West, Mysore, with respect to their family tree.

Whereas, Smt. Boramma D/o Late S.Boregowda, W/o Sri Siddegowda, Sri Siddegowda S/o Late Chikkarachegowda, Sri Mahadevu S/o Sri Siddegowda, Sri Ramu S/o Sri Siddegowda and Smt. Rathnamma D/o Sri Siddegowda have jointly executed a Registered Sale Deed dated 21/04/2016 in favour of the 1st vendor Smt. Parvathi W/o Sri S.K.Puttaswamy and the same is registered as document No. MYW-1-00505-2016-17 in C.D No. MYWD-65 of book 1, before the Sub-Registrar, Mysore-West, Mysore, thereby conveying the absolute right and title over the Southern portion of the land bearing Sy No. 40/3, measuring 1 acre 05.08 guntas, out of 2 acres 11 guntas, situated at Madagalli Village, Yelwala Hobli,

Mysore Taluk and District. After purchase, Smt. Parvathi got the Katha of the land bearing Sy No. 40/3, measuring 1 acre 05.08 guntas of Madagalli Village mutated to her name through Mutation Proceedings bearing M.R No. H34/2015-16. Further, the land bearing Sy No. 40/3, measuring 2 acres 11 guntas was poded and after poding, the land measuring 1 acre 05.08 guntas of Smt. Parvathi was assigned New Sy No. 40/5 and the same is fortified in Mutation Register Extract bearing M.R No. T2/2016-17 and RTC of Sy No. 40/5, measuring 1 acre 05.08 guntas of Madagalli Village stands in the name of Smt. Parvathi.

Whereas, on the representation and upon payment of the prescribed fees towards conversion charges by Smt. Parvathi, the Office of the Deputy Commissioner, Mysore District, Mysore has issued the Official Memorandum / Alienation Order dated 02/08/2017 bearing No. MYSDC/ ALN1/ALN/155/2017 (6786) in favour of Smt. Parvathi, thereby permitting her to use the land bearing Sy No. 40/5, measuring 1 acre 05.08 guntas of Madagalli Village, Yelwala Hobli, Mysore Taluk, Mysore District from Agricultural purpose to Residential purpose.

Whereas, Sri Shambulingegowda @ Shambu Gowda @ Shambe Gowda S/o Late S.Boregowda, Sri Akarsh.S S/o Sri Shambulingegowda @ Shambu Gowda @ Shambe Gowda, Smt. Anjali.S D/o Shambulingegowda @ Shambu Gowda @ Shambe Gowda W/o Sri Chethan Honnavara Shankar have jointly executed a Registered Deed of Confirmation dated 24/02/2022 in favour of Smt. Parvathi W/o Sri S.K.Puttaswamy and the said Confirmation Deed is registered as document No. MYW-1-13815-2021-22 in C.D No. MYWD-903 of book 1, before the Sub-Registrar, Mysore-South, Mysore, thereby acknowledging, ratifying and confirming the sale and conveyance of the Schedule Property through a Registered Sale Deed dated 21/04/2016 executed by Smt. Boramma and their family members in favour of Smt. Parvathi, registered as document No. MYW-1-00505-2016-17 in C.D No. MYWD-65 of book 1, before the Sub-Registrar, Mysore-West, Mysore and further, confirming the absolute right, title and interest of Smt. Parvathi over the Schedule Property. The Schedule Property is the self-acquired property of the Vendor. The Vendor is the absolute owner in possession and enjoyment of the Schedule Property. The Vendor referred above has the unfettered right and absolute title over the Schedule Property and the Vendor is entitled to deal with the Schedule Property in any manner as she desires.

The Vendor for her convenience, for better prospects and for the legal necessities has expressed her desire to sell the Schedule Property for a total sale consideration amount of a sum of **Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakh only)** for which the Purchaser has agreed to purchase the Schedule Property.

**NOW THIS DEED WITNESSETH AS FOLLOWS;**

**1. ABSOLUTE SALE:**

The Vendor assure the Purchaser that she has the absolute right to sell the Schedule Property to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the Schedule Property by “ABSOLUTE SALE”.

**2. CONSIDERATION:**

The total sale consideration amount of the Schedule Property is **Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakh only)** and the same has been paid by the Purchaser to the 1st Vendor Smt. Parvathi as follows: -

1. A sum of **Rs. 1,20,000/-** **(Rs. One Lakh Twenty Thousand only)** remitted by the Purchaser on behalf of the Vendor to Income Tax Department as T.D.S. towards sale of schedule property vide tax paid challan Serial No. 06571 dated 16-08-2022 vide acknowledgement No. 26QB AJ6240684.
2. A sum of **Rs. 5,00,000/- (Rupees Five Lakh only)** by way of cheque bearing No. **512456** dated 01-03-2021 drawn on IDBI Bank, V.M. Double Road, Kuvempunagar Branch, Mysore
3. A sum of **Rs. 20,00,000/- (Rupees Twenty Lakh only)** by way of RTGS dated 16-02-2022
4. A sum of **Rs. 87,50,000/- (Rupees Eighty Seven Lakh Fifty Thousand only)** by way of RTGS dated 13-07-2022
5. A sum of **Rs. 6,30,000/- (Rupees Six Lakh Thirty Thousand only)** by way of cheque bearing No. **607243** dated 17-08-2022 drawn on IDBI Bank, V.M. Double Road, Kuvempunagar Branch, Mysore

In the above said manner the entire sale consideration amount of a sum of **Rs. 1,20,00,000/- (Rupees One Crore Twenty Lakh only)** has been received by the 1st Vendor Smt. Parvathi from the Purchaser.

**3. MARKETABLE TITLE:**

That the Vendor assure the Purchaser that she has got good marketable title over the Schedule Property and thereby have the right to transfer the same and to give possession. Further, the Vendor assure the Purchaser that the Schedule Property is free from all encumbrances, lis-pendense, Court attachments, fraudulent transfer, minor claims etc.

**4. TITLE FOR EVER:**

That the Vendor grant to the Purchaser, “TO HAVE AND TO HOLD” the Schedule Property for the use of the Purchaser absolutely and forever, together with writings and other evidences of Title.

**5. OUTGOINGS:**

That the Vendor assure the Purchaser that the amount due to any Government or semi Government or other statutory bodies in the form of taxes, rates, cess, etc., are duly paid till this date. By oversight if any of the dues payable to the aforesaid bodies are not paid till this date, the Vendor assure the Purchaser that she would be liable for such payment.

**6. DELIVERY OF DOCUMENTS:**

That the Vendor has this day delivered all the original Title Documents and other documents in respect of the Schedule Property to the Purchaser. The Purchaser hereby acknowledges the receipt of the same.

**7. VACANT POSSESSION:**

That the Vendor has this day delivered the actual physical, peaceful and vacant possession of the Schedule Property to the Purchaser and hereinafter at all times the Purchaser is the full and absolute owner thereof to peaceably and quietly hold, possess and enjoy the Schedule Property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person/s claiming through or under the Vendor.

**8. INDEMNITY:**

That the Vendor assure and indemnify the Purchaser against any future losses, damages, costs, charges and expenses etc., if any suffered by any defect in the title of the Vendor at her own cost.

**9. LAWFUL ACTS:**

That the Vendor shall at the request and cost of the Purchaser do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever further and more perfectly conveying and assuring the Schedule Property in the manner aforesaid according to the true intent and meaning of this Deed.

**10. KATHA TRANSFER:**

That the Vendor has no objection for the Katha and other revenue records in respect of the Schedule Property being transferred and registered in the name of the Purchaser in the records of the competent Authorities.

**11. STAMP DUTY, CESS AND REGISTRATION FEE:**

That the Stamp Duty, Cess and Registration Fee for the registration of this SALE DEED is paid by the Purchaser with respect to the Schedule Property.

**SCHEDULE OF THE PROPERTY**

All that piece and parcel of the Undeveloped Converted land for Residential purpose bearing **Sy No. 40/5, measuring** **1 acre 05.08 guntas**, (Official Memorandum dated 02/08/2017 bearing No. MYSDC/ ALN1/ALN/155/2017 (6786) issued by the Office of the Deputy Commissioner, Mysore District, Mysore), situated at Madagalli Village, Yelwala Hobli, Mysore Taluk, Mysore District, bounded on the;

East by : Land bearing Survey No. 41

West by : Land bearing Survey No. 68

North by : Land bearing Hissa No. 40/3

South by : Land bearing Survey No. 67

IN WITNESS WHEREOF, both the parties have affixed their signatures to this SALE DEED, having understood the contents of the same in full on the date, month and year aforementioned.

**WITNESSES :**

**1.**

**(PARVATHI)**

(For self and on behalf of the G.P.A holder)

**(S.K. PUTTASWAMY)**

**2.**

**(NAVEEN. S.P)**

**VENDOR**

(**G.S. DHARMENDRA)**

**PURCHASER**

DRAFTED BY:-

K. R. UDAYA KUMAR

###### Document Writer

###### Licence No.03/2009-10 (N)

###### No.1047/17, 6th Cross, 2nd Main,

###### Vidyaranyapuram, Mysore-8

###### 🖁: 93421-82298.