SALE DEED Site No. 21

**THIS SALE DEED** is made and executed on the 10th day of February, Two Thousand and Twenty Three **(10-02-2023)** at Mysore.

**BY:**

**Sri K. N. MAHADEVA SWAMY** [PAN : **AKSPM7938H**][Aadhaar No. : **6667 1434 8013**] aged about 47 years, S/o. Sri. K.N. Ningarajaiah residing at No: 402, Maple Sankalp Central Park Apartment, Jawa Main Road, Yadavagiri, Mysore 570020. Hereinafter referred to as the **VENDOR** (which expression shall wherever the context so admits, mean and include, his heirs executors, successors in office, administrators, legal representatives and assignees etc) of the **FIRST PART,**

**In favour of**

**SMT. SARASWATHI NAIK**  [PAN No.**AOCPN6143F**] [Aadhaar No. **5396 9226 1871**] aged about 57 years, W/o. Sri. P.A. Shivaprasad Naik, residing at No.386, 5th Cross, 8th Main, Judicial Layout, Thalagattapura, Bangalore South, Bengaluru-560062.Hereinafter reffered to as the **PURCHASER** (which expression shall wherever the context so admits, mean and include, his/her heirs executors, successors, administrators, legal representatives and assignees) of the **SECOND PART**:

Whereas the Vendor is the absolute, legal & lawful owner of the residential property bearing **Site bearing No. 21,** measuring **East to West : 12.00 Mtrs, North to South : (12.10+12.60)/2 Mtrs, in total measuring 148.20 Square Meters** carved out of residential converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No. : ALN (3) C.R 218/2016-17 dated 08-12-2016 order passed by the Deputy Commissioner, Mysore District, Mysore] and Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No. : ALN (3) C.R 235 /2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore] situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The Donor holds marketable title & possession of the schedule property.

Whereas, K.R.Udaya Kumar is the absolute owner of the residentially converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No. : ALN (3) C.R 218/2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District and the residentially converted land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No. : ALN (3) C.R 235 /2016-17 dt 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District totally measuring 5 Acres 33.08 Guntas,the said lands are the self acquired properties of K.R. Udaya Kumar.

**WHEREAS,** K.R. Udaya Kumar purchased the agricultural land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas, situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District from his Vendor Vishwaaradhya, represented by his GPA holder, Shivakumar vide Sale Deed dated 29-11-2010, registered as document MYN-1-19620-2010-11 in CD No. MYND 263 of Book-I before the Sub-Registrar, Mysore North, Mysore on 31-01-2011. In pursuance to the same, khata of the above said property was transferred to the name of K.R. Udaya Kumar vide MR 42/2010-11 and RTC recorded accordingly. In response to the application filed by K.R. Udaya Kumar for conversion of the above said agricultural land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas from agricultural purpose to residential purpose, the Deputy Commissioner, Mysuru District, Mysuru has permitted the same vide his alienation order bearing No. ALN (3) C.R 218/2016-17 dated 08-12-2016.

WHEREAS, K.R. Udaya Kumar purchased the agricultural land bearing Survey No. 225, measuring 3 Acres 30.08 Guntas, situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District from his Vendor V. Mahesh, represented by his GPA holder, Shivakumar vide Sale Deed dated 20-04-2009, registered as document MYN-1-02042-2009-10 in CD No. MYND 199 of Book-I before the Senior Sub-Registrar, Mysore North, Mysore on 21-05-2009. In pursuance to the same, khata of the above said property transferred to the name of K.R. Udaya Kumar vide MR 67/2008-09 and RTC recorded accordingly. On mutation phodi, Survey No. 225 was assigned New

Survey Number as 225/2. In response to the application filed by K.R. Udaya Kumar for conversion of the above said agricultural land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas from agricultural purpose to residential purpose, the Deputy Commissioner, Mysuru District, Mysuru has permitted the same vide his alienation order bearing No. ALN (3) C.R 235/2016-17 dated 08-12-2016.

WHEREAS, K.R. Udaya Kumar has entered into a Registered Sale Agreement dated 21-12-2017 with Shivakumar with respect to the sale of the undivided share in the said lands and Shivakumar has paid advance amount to K.R. Udaya Kumar through various Cheques. The above said Sale Agreement dated 21-12-2017 is registered as document No. MYW-1-07313-2017-18 in CD No. MYWD-93 of Book-1 before the Sub-Registrar, Mysuru West, Mysuru on 21-12-2017.

WHEREAS, K.R. Udaya Kumar and Shivakumar have jointly entered into a Registered Sale Agreement dated 29-03-2019 with Dristi Infrastructure and Developers, represented by its Partner, K.N. Ravishankar, Akshay Kumar and K.N.Mahadeva Swamy to develop the said lands into residential layout.

Whereas the above said agricultural lands bearing Sy No. 225/2 measuring 3 Acres 30½ Guntas and Sy No. 67/1 measuring 2 Acres 03 guntas converted into non-agricultural residential purpose vide order No. ALN(3)CR.235/2016-17 and ALN(3)CR218/2016-17 respectively.

Whereas K.R. Udaya Kumar approached MUDA authorities for obtaining joint Plan approval for the above said alienated lands and also obtaining plan approval from MUDA vide order No. ªÉÄÊ.£À.¥Áæ: £ÀAiÉÆÃ±Á:«£Áå¸À:52/ 2018-19 dated 20-02-2019 after registering the Relinquishment Deed in favour of Government of Karnataka by K.R. Udaya Kumar vide register No. MDA-1-03402/2018-19 of Book I stored at CD No. MDAD 78 at office of the Additional District Registrar, MUDA, Mysore dated 13-02-2019 and hand over the roads, park, civic amenities and public utility space to the concerned authority. Sri. K.R. Udaya Kumar also developed the layout as per norms and directions of the MUDA authorities and provided the basic amenities such as road, park, water and electricity services to the layout and also obtained Khata from the MUDA authorities in respect of the schedule property bearing **Site No. 21 on 27-05-2020 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-32147/20-21** and paid site tax to the concerned authorities.

And whereas the said property was purchased by the Vendor K.N.Mahadeva Swamy from Sri. K.R. Udaya Kumar on 04-12-2020 under the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**08181**/2020-21 of Book I stored at CD No. MYWD-**594** and the khata was transferred in favour of the vendor at Mysore Urban Development Authority, Mysore after paying transfer fee of Rs. 5827/- vide challan No. 40067 dated 08-01-2021 and obtained Khata transfer certificate on 08-01-2021 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-**39232**/20-21 and the vendor paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in actual physical possession of the property and the said property is self acquired property of the vendor. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the sale deed, the Vendor is in peaceful possession and enjoyment of the schedule property by exercising all the acts and rights of ownership and possession and without any let, hindrance or disturbance from anybody. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Vendor is in need of funds in order to meet some of their legal necessities and has therefore decided to sell the Schedule Property to the purchaser for a valuable sale consideration of **Rs. 13,00,000/- (Rs. Thirteen Lakhs Only)** for which, the purchaser have also agreed to purchase the schedule property for the said sale consideration, free from all encumbrances, claims and demands.

Now This Deed of Sale has come into effect and witnesseth

1. A sum of **Rs.8,00,000/- (Rupees Eight Lakhs Only)** received by way of RTGS vide UTR No. **KARBN23039828493** dated **08-02-2023**.
2. A sum of **Rs.5,00,000/- (Rupees Five Lakhs Only)** received by way of RTGS vide UTR No. **KARBN23039827039** dated **08-02-2023**.The Vendor acknowledges receipt of the entire sale consideration as mentioned below.

In the above said manner the entire sale consideration amount of a sum of **Rs. 13,00,000/- (Rs. Thirteen Lakhs Only)** with respect to the Schedule Property has been received by the Vendor from the Purchaser in full and final settlement, thus the Vendor acknowledges the receipt of the entire Sale consideration amount.

The vendor is the absolute owner of the schedule property, the vendor hereby grant, transfer, convey, assign and set over the vacant possession of the schedule property unto and to the use of the purchaser by way of sale, together with all rights, liberties, privileges, easements, ways, passages, belonging to or usually held or occupied therewith or required to belong to all the estate, right, title, claim, demands, whatsoever of the vendor in the schedule property hereby conveyed and every part thereof, free from all encumbrances, charges, liens, attachments, acquisitions, demands, arrears of taxes and claims of whatsoever nature, created by the vendor. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by her legal heirs, representatives, successors and assigns absolutely and forever.

The vendor hereby assures the purchaser that they have not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the vendor on the schedule property or any part thereof shall or can be impeached. The vendor further assures the purchaser that they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendor hereby further assure the purchaser that, the schedule property is free from all type of encumbrances and liabilities of every kind i.e., there is no kind of attachments, claims of maintenance, minor claims, court attachments, litigations, charges, liens, partition claims, women right, etc., in and over the schedule property or any part thereof. Incase of any such dispute or claim arises in future, the vendor shall clear the same at their own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchaser against the same.

The vendor do hereby covenants with the purchaser that they shall keep the purchaser indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, arrears of taxes and claims of whatsoever nature and the vendor shall also at all reasonable time hereinafter keep the purchaser indemnified against all proceedings costs, claims and expenses in respect of any defect in the title of the vendor in the schedule property or any part thereof, or in respect of any breach of any of the conditions contained in this deed of absolute sale.

The vendor further covenants with the purchaser that they shall at all times and upon any reasonable request to do or execute or cause to be done or executed all such lawful acts, deeds and things, whatsoever, for further and more perfectly conveying the schedule property and every part thereof to the purchaser.

The purchaser 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.

Today the vendor has handed over the vacant possession of the entire schedule property to the purchaser. Hereinafter at all time, the purchaser is full and absolute owner thereof, peaceably and quietly hold, possess and enjoy the schedule property without any interruption, hindrance, claims or demand whatsoever from the vendor or any person claiming through or under them.

The purchaser has also entitled to get the revenue khata and other documents transferred to his name in respect of the Schedule Property, for which, the vendor has ‘No objection’.

**SCHEDULE ‘A’ PROPERTY**

**Item No. 1 :-**

All that piece and parcel of the residentially converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No. : ALN (3) C.R 218/2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District and bounded on:

East by : La. Sa. No. 225.

West by : Road.

North by : La. Sa. No. 226.

South by : La. Hi. No. 67/4 and Naala.

**Item No. 2:-**

All that piece and parcel of the residentially converted land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No. : ALN (3) C.R 235/2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District and bounded on:

East by : La. Sa. No. 66.

West by : La. Sa. No. 67.

North by : La. Sa. No. 66.

South by : La. Hi. No. 225/1 and

La. Sa. No. 215.

**SCHEDULE ‘B’ PROPERTY**

All that piece and parcel of the residential **Site bearing No. 21**, in the layout known as “Sindhoor Dristi Elegance”, formed in the Schedule ‘A’ Property, Site measuring **East to West 12.00 Meters** and **North to South (12.10+12.60)/2 Meters**, in total measuring **148.20 Square Meters**, bounded on:

East by : Site No. 30

West by : 9.00 Mts Road

North by : Site No. 22

South by : 9.00 Mts Road

Measuring **East to West : 12.00 Mtrs, North to South : (12.10+12.60)/2 Mtrs, in total measuring 148.20 Square Meters.,**

This Deed of Sale is prepared on the basis of information and documents provided by the parties and both the parties have read and understood the contents of the sale deed.

In witness whereof, the Vendor has executed this deed of absolute sale in favour of the purchaser on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

**WITNESSES:**

**1**.

(**SRI**.**K. N MAHADEVA SWAMY)**

**VENDOR**

**2.** (**SMT.SARASWATHI NAIK)**

PURCHASER