**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this **7th** day of **November** in the year 2022 **(07-11-2022)** by and between:

**SMT. B.S. RAMAMANI (PAN NO. ACQPB4492D, AADHAAR NO. 3649 0782 8221)**, aged about 65 years, W/o. Late. A Ramesh, residing at No. 21, “Soujanya”, Near New BDA 80 Feet road, Gubbalala, Subramanyapura Post, Bangalore-560 061, Hereinafter referred to as the **SELLER,** (which expression shall unless repugnant to the context mean and include her heirs, successors, executors, assigns, administrators and representatives-in-interest) of the **ONE PART**:

# **AND**

**SRI. GNANAMANI. B (PAN No. AGHPG7857N, Aadhaar No. 3985 5891 7263)**, aged about 62 years, S/o. Late.K.T.T Balakrishna, residing at No. 25, 25th Cross, SBM Layout, Srirampura, Mysore-570023. Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context mean and include his heirs, successors, executors, assigns, administrators and representatives -in-interest) of the **SECOND PART;**

Whereas the seller is the absolute owner and in possession of the residential property bearing **Site No. 99,** measuring **East to West : 9.14 Mtrs, North to South : 12.24 Mtrs** in all measuring **111.87 Sq.Mtrs.**,in the residential layout **“HERBAL HABITAT”** formed in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk morefully described in the schedule below.

Whereas 1) Smt. Siddamma and (2) Sri. Siddanayaka, sold land in Survey No. 324/3, measuring an extent of 14 Guntas to Sri. Puttaswamacharya, vide Sale Deed dated 28.04.1980 and the same was registered as Document No. 162/80-81, Volume No. 612, Pages 235 to 238 of Book I dated 15.05.1980 at the Office of Sub-Registrar, Mysore Taluk.

1) Sri.Siddanayaka @ Chikkagandunayaka and (2) Sri. Mahadevanayaka, sold land in Survey No. 324/3, measuring an extent of 14 Guntas to Sri. Puttaswamacharya, vide Sale Deed dated 22.07.1980 and the same was registered as Document No. 519/80-81, Volume No. 617, Pages 196 to 198 of Book I dated 22.07.1980 at the Office of Sub-Registrar, Mysore Taluk.

1)Smt. Siddamma, (2) Sri. Siddanayaka and (3) Sri. Kamranayaka @ Kundanayaka, sold land in Survey No. 324/3, measuring an extent of 15 Guntas to Sri. Puttaswamacharya, vide Sale Deed dated 01.05.1982 and the same was registered as Document No. 83, Volume No. 652, Pages 125 to 127 of Book I dated 01.05.1982 at the Office of Sub-Registrar, Mysore Taluk.

1)Smt. Susheelamma, sold land in Survey No. 326/2, measuring an extent of 01 Acre 07 Guntas to Sri. S. Venkatesh Murthy, vide Sale Deed dated 22.04.1988 and the same was registered as Document No. 120, Volume No. 764, Pages 6 to 9 of Book I dated 22.04.1988 at the Office of Sub-Registrar, Mysore Taluk.

1)Smt.ChikkaHennamma, (2) Sri. MahadevaNayaka @ Kuntanayaka and (3) Smt. Lakshmamma, wife of Karinayaka, sold land in Survey No. 325/5, measuring an extent of 39 Guntas to Sri. S. Venkatesh Murthy, vide Sale Deed dated 01.08.1988 and the same was registered as Document No. 595, Volume No. 769, Pages 9 to 11 of Book I dated 01.08.1988 at the Office of Sub-Registrar, Mysore Taluk.

Sri. S. Venkatesh Murthy, sold land in Survey No. 325/5, measuring an extent of 39 Guntas and in Survey No. 326/2, measuring an extent of 1 Acre 07 Guntas, totally measuring an extent of 2 Acres 06 Guntas to Smt. B.S. Ramamani, vide Sale Deed dated 20.01.1993 and the same was registered as Document No. 6380, Volume No. 1162, Pages 220 to 221 of Book I dated 20.01.1993 at the Office of Sub-Registrar, Mysore North, Mysore.

1)Smt. Devamma, (2) Sri. NanjundaNayaka and (3) Rangappa sold land in Survey No. 324/4, measuring an extent of 15 Guntas to Smt. B.S. Ramamani, vide sale Deed dated 22.12.1993 and the same was registered as Document No. 5632, Volume No. 1265, Pages 42 to 44 of Book I dated 17.03.1994 at the Office of Sub-Registrar, Mysore North, Mysore.

1)Smt. Puttamma, wife of Sri. Puttaswamachar and (2) Sri. K.P. Ramesha, sold land in Survey No. 324/3, measuring an extent of 01 Acre 03 Guntas to Smt. B.S. Ramamani, vide sale Deed dated 22.12.1993 and the same was registered as Document No. 4067, Volume No. 1242, Pages 104 to 106 of Book I dated 22.12.1993 at the Office of Sub-Registrar, Mysore North, Mysore.

1)Sri. Sanna Nayaka, (2) Smt. Chikkamma, (3) Sri. Mahadeva Nayaka, (4) Smt. Siddamma, (5) Smt. Sannamma and (6) Smt. Prema, sold land in Survey No. 325/1, measuring an extent of 12 Guntas, in Survey No. 325/3, measuring an extent of 12 Guntas and in Survey No. 325/4, measuring an extent of 13 Guntas, totally measuring an extent of 37 Guntas to Smt. B.S. Ramamani, vide sale Deed dated 22.12.1993 and the same was registered as Document No. 4068, Volume No. 1241, Pages 190 to 193 of Book I dated 22.12.1993 at the Office of Sub-Registrar, Mysore North, Mysore.

1)Smt. Mara Bolamma, (2) Sri. Annadani, (3) Sri. Siddaiah, (4) Sri. Siddaraju, (5) Smt. Siddamma, wife of Sri. Annadani, (6) Smt. Kapamma, (7) Sri. Annadani and (8) Sri. Mahadeva sold land in Survey No. 324/2, measuring an extent of 35 Guntas, in Survey No. 324/4, measuring an extent of 27 Guntas totally measuring an extent of 01 Acre 22 Guntas to Smt. B.S. Ramamani, vide sale Deed dated 21.09.1994 and the same was registered as Document No. 2829, Volume No. 1314, Pages 104 to 106 of Book I dated 01.10.1994 at the Office of Sub-Registrar, Mysore North, Mysore.

1)Smt. Madamma, (2) Smt. Puttamadamma and (3) Master Ravi represented by minor guardian Madamma sold land in Survey No. 324/1, measuring an extent of 01 Acre 22 Guntas to Smt. B.S. Ramamani, vide sale Deed dated 21.09.1994 and the same was registered as Document No. 2834, Volume No. 1311, Pages 225 to 228 of Book I dated 26.09.1994 at the Office of Sub-Registrar, Mysore North, Mysore.

1)Sri. Mahadeva, (2) Smt. Ningamma, (3) Smt. Chikkamma and (4) Master Siddappa represented by minor guardian Smt. Chikkamma sold land in Survey No. 325/2, measuring an extent of 01 Acre 04 Guntas to Smt. B.S. Ramamani, vide sale Deed dated 23.09.1994 and the same was registered as Document No. 2884, Volume No. 1318, Pages 67 to 68 of Book I at the Office of Sub-Registrar, Mysore North, Mysore.

Special Land Acquisition Officer, Karnataka Industrial Areas Development Board, Zonal Office, Mysore had issued an endorsement vide letter No.KA.KAI.PRA.A.MA./BHU.SWA.(1)/ C.R./08-09/455 dated 19.09.2008, stating that lands in Survey No. 324/1 to 4, 325/1 to 5 and 326/2, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, Mysore District, has not been notified by Karnataka Industrial Areas Development Board for any project.

Special Land Acquisition Officer, Mysore Urban Development Authority, Mysore, had issued an endorsement in favour of Smt.B.S.Ramamani, vide letter No.MY.NA.PRA/NAYO/BHU.U.BA/44/10-11 dated 05.08.2010 in which it states that a sum of Rs.1,59,000/- (Rupees One Lakh Fifty Nine Thousand Only) towards approval for change of land use from Agriculture use to Residential use.

Special Land Acquisition Officer, Mysore Urban Development Authority, Mysore, had issued an endorsement in favour of Sri. M. Basavaraju, vide letter No. LAQ(1)CR 617/2010-11 dated 18.01.2011, stating that Survey Nos. 324/1 (1 Acre 22 Guntas), 324/2 (35 Guntas), 324/3 (1 Acre 03 Guntas), 324/4 (01 Acre 02 Guntas), 325/1 (12 Guntas), 325/2 (01 Acre 04 Guntas), 325/3 (12 Guntas), 325/4 (13 Guntas), 325/5 (39 Guntas) and 326/2 (01 Acre 07 Guntas), have not been notified by Mysore Urban Development Authority for land acquisition.

The Tahasildar, Mysore Taluk, Mysore had forwarded the application of Smt. B.S. Ramamani to Deputy Commissioner, Mysore for alienation of Survey Nos. 324/1 (1 Acre 22 Guntas), 324/2 (35 Guntas), 324/3 (1 Acre 03 Guntas), 324/4 (01 Acre 02 Guntas), 325/1 (12 Guntas), 325/2 (01 Acre 04 Guntas), 325/3 (12 Guntas), 325/4 (13 Guntas), 325/5 (39 Guntas) and 326/2 (01 Acre 07 Guntas) totally measuring an extent of 08 Acres 29 Guntas, excluding 02 Guntas of land in Survey No. 325/1 in which Varuna Canal passes through vide letter No. ALN(2) CR 81/10-11 dated 23.03.2011.

A Credit Certificate, issued by State Bank of Mysore, dated 08.07.2011 in favour of Smt. B.S. Ramamani, states that a sum of Rs. 2,75,360/- has been credited to the above said Bank vide Challan No. 477.

The Office of the Deputy Commissioner, Mysore District, Mysore, alienated Survey Nos. 324/1 (1 Acre 22 Guntas), 324/2 (35 Guntas), 324/3 (1 Acre 03 Guntas), 324/4 (01 Acre 02 Guntas), 325/2 (01 Acre 04 Guntas), 325/3 (12 Guntas), 325/4 (13 Guntas), 325/5 (39 Guntas) and 326/2 (01 Acre 07 Guntas), totally measuring an extent of 08 Acres 17 Guntas, for residential purpose, under Section 95(2) and 95(7) of Karnataka Land Revenue Act, 1964 and Section 107(1) of Karnataka Land Revenue (Amendment) Rules, 1994, after collecting the conversion fees and phodi fees vide Order No. ALN (3) CR. 107/2010-11 dated 11.07.2011.

The Office of the Deputy Commissioner, Mysore District Magistrate, Mysore, rectify the boundary of Survey No.325/5, which was erroneously mentioned in Alienation Order No. ALN (3) CR. 107/2010-11 dated 11.07.2011 and rectified the same, vide Order No.ALN(3) misc/3/2012-13 dated 21.06.2012.

Smt. B.S. Ramamani and M/s. GSS Project Consultants Private Limited (Developer)have executed Development Agreement dated 22.06.2012 in respect of development of Converted Lands for Residential Purpose bearing Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, as formation of Residential Layout and the same was registered as Document No.MYN-1-08553-2012-13 in CD No. MYND-327 of Book I dated 22.06.2012 at the Office of Sub-Registrar, Mysore North, Mysore.

Subsequently, Smt. B.S. Ramamani executed a General Power of Attorney dated 22.06.2012 in favour of the Developer, for the development of the Converted Lands for Residential Purpose bearing Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, by formation of Residential Layout at its own cost and expense.

The Chairman, Mysore Urban Development Authority, Mysore, vide its Order No. MY.NA.PRA:NAYO:VINYASA:84:2014-15 dated 23.10.2014 approved the Layout Plan for Residential Purpose for land measuring an extent of 8 Acres 17 Guntas in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2.

The Mysore Urban Development Authority, Mysore issued a Proposed Residential Layout Plan in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, vide Plan No.MY.NA.PRA.NAYO.VINYASA.84/2014-15 dated 15.11.2014.

The MUDA released sites in the said layout vide their order No. MY.NA.PRA/P.B/KHA.BA/932/2015-16 dated 23-05-2015 AND The MUDA released sites in the said layout vide their order No. MY.NA.PRA/P.B/KHA.BA/932/2016-17 dated 20-05-2016. And schedule site is one such released site by MUDA and the khata of the schedule site registered by MUDA in favour of Smt. B.S. Ramamani on 18-08-2017 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-15332/17-18 and paid tax to the concerned authority.

And whereas, since from the date of registration of the Sale deed, the Seller 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 Seller has purchased the schedule property out of her self-earned funds, that is to say, the schedule property is absolute and self acquired property. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Seller is in need of funds in order to meet some of her legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs. 13,45,000/- (Rs. Thirteen Lakh Forty Five Thousand only)** for which, the purchaser has 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**

In pursuance of the entire sale consideration of **Rs. 13,45,000/- (Rs. Thirteen Lakh Forty Five Thousand only)** received by the seller from the purchaser in the following manner :-

1. A sum of **Rs. 100/- (Rs. One Hundred only)** by way of IMPS Ref No. **7421427260** dated **21-10-2022**
2. A sum of **Rs. 99,900/- (Rs. Ninety Nine Thousand Nine Hundred only)** by way of IMPS Ref No. **7421828643** dated **21-10-2022** as an advance
3. A sum of **Rs. 12,45,000/- (Rs. Twelve Lakh Forty Five Thousand only)** by way of RTGS vide UTR No. **\_\_\_\_\_\_\_\_\_\_\_\_\_\_** dated **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

That in consideration of payment of the entire sale consideration of **Rs. 13,45,000/- (Rs. Thirteen Lakh Forty Five Thousand only)** made by the purchaser to the seller as stated above, thus, the seller acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the seller 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 reputed to belong to all the estate, right, title, claim, demands, whatsoever of the seller 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 seller. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by himself, his legal heirs, representatives, successors and assigns absolutely and forever.

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

The seller 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 seller shall clear the same at her own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the seller shall reimburse and compensate the purchaser against the same.

The seller do hereby covenants with the purchaser that she 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 seller 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 seller 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 seller further covenants with the purchaser that she 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.

The purchaser has also entitled to get the khatha and all other documents transferred to his name in respect of the schedule property, for which, the seller has ‘No objection’.

The seller has handed over all the relevant original documents and vacant physical possession of the schedule property to the purchaser, today itself.

# **SCHEDULE OF THE PROPERTY**

All that piece and parcel of the residential property bearing **Site No. 99,** measuring **East to West : 9.14 Mtrs, North to South : 12.24 Mtrs in all measuring 111.87 Sq.Mtrs.,** in the residential layout **“HERBAL HABITAT”** formed in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk and bounded by:-

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### East by : Site No. 110

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### West by : Road

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### North by : Site No. 98

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### South by : Site No. 100

Measuring **East to West : 9.14 Mtrs, North to South : 12.24 Mtrs in all measuring 111.87 Sq.Mtrs.,**

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 Seller 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.**

**SELLER**

**2.**

**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.**

**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this **04th** day of **December** in the year 2020 **(04-12-2020)** by and between:

**Smt. M. PRATHIBHA (PAN No. AVQPP2328H, Aadhaar No. 4794 5240 9325)**, aged about 47 years, W/o. Sri. M.A. Satheesha, residing at No. 5944, Lakshmi Nilaya, Near Brahmakumari Samaja, Rangoli Halla, Hassan Town-573 201, hereinafter referred to as the **SELLER,** (which expression shall unless repugnant to the context mean and include her heirs, successors, executors, assigns, administrators and representatives-in-interest) of the **ONE PART**:

# **AND**

**Sri. ADARSHA. H.J (PAN No. ANVPA1331J, Aadhaar No. 9735 6804 4643)**, aged about 34 years, S/o. Late. Jayaprakash. H.M, residing at No. 627, 4/4th Main Road, E & F Block, Ramakrishnanagara, Dattagalli, 2nd Stage, Mysuru-570 022. Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context mean and include his heirs, successors, executors, assigns, administrators and representatives -in-interest) of the **SECOND PART;**

Whereas the seller is the absolute owner and in possession of the residential property bearing **Site No. 27,** measuring **East to West : 9.14 Mtrs, North to South : (15.01+14.96)/2 Mtrs** in all measuring **136.96 Sq.Mtrs.**,in the residential layout **“HERBAL HABITAT”** formed in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk morefully described in the schedule below.

Whereas Smt. Siddamma and (2) Sri. Siddanayaka, sold land in Survey No. 324/3, measuring an extent of 14 Guntas to Sri. Puttaswamacharya, vide Sale Deed dated 28.04.1980 and the same was registered as Document No. 162/80-81, Volume No. 612, Pages 235 to 238 of Book I dated 15.05.1980 at the Office of Sub-Registrar, Mysore Taluk.

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Special Land Acquisition Officer, Mysore Urban Development Authority, Mysore, had issued an endorsement in favour of Sri. M. Basavaraju, vide letter No. LAQ(1)CR 617/2010-11 dated 18.01.2011, stating that Survey Nos. 324/1 (1 Acre 22 Guntas), 324/2 (35 Guntas), 324/3 (1 Acre 03 Guntas), 324/4 (01 Acre 02 Guntas), 325/1 (12 Guntas), 325/2 (01 Acre 04 Guntas), 325/3 (12 Guntas), 325/4 (13 Guntas), 325/5 (39 Guntas) and 326/2 (01 Acre 07 Guntas), have not been notified by Mysore Urban Development Authority for land acquisition.

The Tahasildar, Mysore Taluk, Mysore had forwarded the application of Smt. B.S. Ramamani to Deputy Commissioner, Mysore for alienation of Survey Nos. 324/1 (1 Acre 22 Guntas), 324/2 (35 Guntas), 324/3 (1 Acre 03 Guntas), 324/4 (01 Acre 02 Guntas), 325/1 (12 Guntas), 325/2 (01 Acre 04 Guntas), 325/3 (12 Guntas), 325/4 (13 Guntas), 325/5 (39 Guntas) and 326/2 (01 Acre 07 Guntas) totally measuring an extent of 08 Acres 29 Guntas, excluding 02 Guntas of land in Survey No. 325/1 in which Varuna Canal passes through vide letter No. ALN(2) CR 81/10-11 dated 23.03.2011.

A Credit Certificate, issued by State Bank of Mysore, dated 08.07.2011 in favour of Smt. B.S. Ramamani, states that a sum of Rs. 2,75,360/- has been credited to the above said Bank vide Challan No. 477.

The Office of the Deputy Commissioner, Mysore District, Mysore, alienated Survey Nos. 324/1 (1 Acre 22 Guntas), 324/2 (35 Guntas), 324/3 (1 Acre 03 Guntas), 324/4 (01 Acre 02 Guntas), 325/2 (01 Acre 04 Guntas), 325/3 (12 Guntas), 325/4 (13 Guntas), 325/5 (39 Guntas) and 326/2 (01 Acre 07 Guntas), totally measuring an extent of 08 Acres 17 Guntas, for residential purpose, under Section 95(2) and 95(7) of Karnataka Land Revenue Act, 1964 and Section 107(1) of Karnataka Land Revenue (Amendment) Rules, 1994, after collecting the conversion fees and phodi fees vide Order No. ALN (3) CR. 107/2010-11 dated 11.07.2011.

The Office of the Deputy Commissioner, Mysore District Magistrate, Mysore, rectify the boundary of Survey No.325/5, which was erroneously mentioned in Alienation Order No. ALN (3) CR. 107/2010-11 dated 11.07.2011 and rectified the same, vide Order No.ALN(3) misc/3/2012-13 dated 21.06.2012.

Smt. B.S. Ramamani and M/s. GSS Project Consultants Private Limited (Developer)have executed Development Agreement dated 22.06.2012 in respect of development of Converted Lands for Residential Purpose bearing Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, as formation of Residential Layout and the same was registered as Document No.MYN-1-08553-2012-13 in CD No. MYND-327 of Book I dated 22.06.2012 at the Office of Sub-Registrar, Mysore North, Mysore.

Subsequently, Smt. B.S. Ramamani executed a General Power of Attorney dated 22.06.2012 in favour of the Developer, for the development of the Converted Lands for Residential Purpose bearing Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, by formation of Residential Layout at its own cost and expense.

The Chairman, Mysore Urban Development Authority, Mysore, vide its Order No. MY.NA.PRA:NAYO:VINYASA:84:2014-15 dated 23.10.2014 approved the Layout Plan for Residential Purpose for land measuring an extent of 8 Acres 17 Guntas in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2.

The Mysore Urban Development Authority, Mysore issued a Proposed Residential Layout Plan in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk, vide Plan No.MY.NA.PRA.NAYO.VINYASA.84/2014-15 dated 15.11.2014.

The MUDA released 40% of sites in the said layout vide their order No. MY.NA.PRA/P.B/KHA.BA/932/2015-16 dated 23-05-2015.

The MUDA released 30% of sites in the said layout vide their order No. MY.NA.PRA/P.B/KHA.BA/932/2016-17 dated 20-05-2016. Whereas the schedule site is one such released site by MUDA and the khata of the schedule site registered by MUDA in favour of Smt. B.S. Ramamani on 03-07-2015 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-4026/15-16 and paid tax to the concerned authority.

And whereas the schedule property bearing Site No. 27 was purchased by the seller Smt. M. Prathibha from Smt. B.S. Ramamani on 23-11-2015 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**07834**/2015-16 of Book I stored at CD No. MYWD 57 and the khata of the said property was transferred in favour of the seller by MUDA, Mysore after collecting the transfer fee of Rs. 1200/- vide challan No. 22312 dated 06-10-2018 and obtained Khatha transfer certificate on 06-10-2018 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ- NEW-21020/18-19. The seller paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. Now the seller is in the actual physical possession of the property and the said property is self acquired property of the seller. Thus the seller is enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the Sale deed, the Seller 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 Seller has purchased the schedule property out of her self-earned funds, that is to say, the schedule property is absolute and self acquired property. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Seller is in need of funds in order to meet some of her legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs. 18,40,000/- (Rs. Eighteen Lakh Forty Thousand only)** for which, the purchaser has 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**

In pursuance of the entire sale consideration of **Rs. 18,40,000/- (Rs. Eighteen Lakh Forty Thousand only)** received by the seller from the purchaser in the following manner :-

a) A sum of **Rs. 4,60,000/- (Rs. Four Lakh Sixty Thousand only)** by way of cheque bearing No. **257347** dated **09-09-2020** drawn on **ICICI Bank,** Infosys Branch, Mysore as advance

b) The purchaser has availed a loan facility of **Rs. 13,70,374/- (Rs. Thirteen Lakh Seventy Thousand Three Hundred and Seventy Four only)** by way of cheque. No. **198164** dated **30-11-2020** drawn on **ICICI Bank, Kalidasa Road Branch, Mysore &**

C)A Sum of **Rs. 9, 626/-(Nine Thousand Six Hundred and Twenty Six Only)** by way of Cash before undersigned witnesses.

That in consideration of payment of the entire sale consideration of **Rs. 18,40,000/- (Rs. Eighteen Lakh Forty Thousand only)** made by the purchaser to the seller as stated above, thus, the seller acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the seller 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 reputed to belong to all the estate, right, title, claim, demands, whatsoever of the seller 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 seller. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by himself, his legal heirs, representatives, successors and assigns absolutely and forever.

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

The seller 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 seller shall clear the same at her own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the seller shall reimburse and compensate the purchaser against the same.

The seller do hereby covenants with the purchaser that she 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 seller 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 seller 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 seller further covenants with the purchaser that she 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.

The purchaser has also entitled to get the khatha and all other documents transferred to his name in respect of the schedule property, for which, the seller has ‘No objection’.

The seller has handed over all the relevant original documents and vacant physical possession of the schedule property to the purchaser, today itself.

# **SCHEDULE OF THE PROPERTY**

All that piece and parcel of the residential property bearing **Site No. 27,** measuring **East to West : 9.14 Mtrs, North to South : (15.01+14.96)/2 Mtrs in all measuring 136.96 Sq.Mtrs.,** in the residential layout **“HERBAL HABITAT”** formed in Survey Nos. 324/1, 324/2, 324/3, 324/4, 325/2, 325/3, 325/4, 325/5 and 326/2, totally measuring an extent of 08 Acres 17 Guntas, situated at Kadakola Village, Jayapura Hobli, Mysore Taluk and bounded by:-

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### East by : Site No. 26

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### West by : Site No. 28

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### North by : Property bearing Sy No. 323

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### South by : Road

Measuring **East to West : 9.14 Mtrs, North to South : (15.01+14.96)/2 Mtrs in all measuring 136.96 Sq.Mtrs. (1474.23 Sq.Ft).**

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 Seller 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.**

(M. PRATHIBHA)

**SELLER**

**2.**

(ADARSHA. H.J)

**PURCHASER**

DRAFTED BY:-

**K. R. UDAYA KUMAR**

###### Document Writer

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