**SALE DEED**

This **DEED OF SALE** executed on the **Twenty Fifth** day of **March Two Thousand Twenty One (25.03.2021)** at Mysore.

**BY:**

1. **SMT.ASHWINI.K,** W/o. M.N.Hemanth Raj, aged about 37 years, residing at No.790, 6th Cross, E and F Block, Ramakrishna Nagar, Mysore-570 023, **(PAN :BBJPA 4626F), (AADHAAR No.2298 8426 7359),**
2. **SRI.M.N.HEMANTH RAJ,** S/o.K.B.Nanjegowda, aged about 38

years, residing at No.790, 6th Cross, E and F Block, Ramakrishna Nagar, Mysore-570 023, (**AADHAAR No.7543 7096 1819),**

1. **MASTER.H.VAMSHI GNANA SAGAR,** S/o.Ashwini.K and Sri.M.N.Hemanth Raj, aged about, 11 years, residing at No.790, 6th Cross, E and F Block, Ramakrishna Nagar, Mysore-570 023, since minor, represented by his mother and natural guardian **SMT.ASHWINI.K, (AADHAARNo.8718 6349 8516),**
2. **KUMARI.THAMOGNA RAJ,** D/o. Ashwini. K and Sri.M.N.Hemanth Raj, aged about 3 years, residing at No.790, 6th Cross, E and F Block, Ramakrishna Nagar, Mysore-570 023, since minor, represented by her mother and natural guardian **SMT.ASHWINI.K,**
3. **SRI.BETTAIAH,** S/o. Chakrakullaiah @ Basavaiah, aged about 56 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.6325 0173 2924)**,
4. **SMT.DEVAMMA @ RAJAMMA,** W/o.LateChakrakullaiah @ Basavaiah, aged about 48 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.4158 7259 4353)**
5. **SRI.B.MANOHARA,** S/o.Sri.Bettaiah, aged about 31 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.3671 1417 2227),**
6. **SMT.M.MEENAKSHI,** W/o Sri.B.Manohara, aged about 27 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.2785 7797 9105),**
7. **SRI.B.MANOJ KUMAR,** S/o Sri Bettaiah, aged about 20 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.2351 0215 0793),**
8. **KUMARI.DIVYA,** D/o.SriBettaiah, aged about 11 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, since minor, represented by her mother and natural guardian Smt.Devamma @ Rajamma,
9. **SRI.LINGARAJU.M,** S/o. Late. Basamma (D/o. Late Chakrakullaiah), aged about 44years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.8365 5889 3358),**
10. **SMT.MAHADEVAMMA @ SHIVAMALLAMMA,** D/o Late Basamma (D/o Late Chakrakullaiah), aged about 44 years, residing at Kalasthavadi, Naganahalli Post, KasabaHobli, Mysore-570003, **(AADHAAR No.7602 1410 0332),**
11. **SRI.MALLIKARJUNASWAMY.M,** S/o Late Basamma (D/o Late Chakrakullaiah), aged about 32 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.6947 8000 8711),**
12. **SMT.DEVAMMA,** D/o Late Chakrakullaiah@ Basavaiah), aged about 60 years, residing at Kadakola, Jayapura Hobli, Mysore Taluk, -571311, **(AADHAAR No.6625 2030 7262),**
13. **SRI.BASAVAIAH @ KARIYAIAH,** S/o Late.Chakrakullaiah @Basavaiah, aged about 60 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.7833 0807 1672),**
14. **SMT.BASAMMA,** W/o Sri.Basavaiah @ Kariyaiah, aged about 51 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.8946 7981 5328),**
15. **SMT.DEVAMMA,** D/o Sri Basavaiah @ Kariyaiah, aged about 36 years, residing at Kallahalli, Maddur Post, Jayapura Hobli, Mysore Taluk-571125, **(AADHAAR No.7592 7995 2784),**
16. **SMT.CHIKKA DEVAMMA,** D/o Sri Basavaiah @ Kariyaiah, aged about 34 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.6705 8229 2262),**

1. **SMT.MANGALAMMA,** D/o Sri Basavaiah @ Kariyaiah, aged about 32 years, residing at No.8, Ambedkar Beedi, Indira Nagar 2nd Block, Jayapura Hobli, Mysore Taluk-571311, **(AADHAAR No.9834 7097 5162),**
2. **SRI.D.B.BASAVANNA,** S/o.SriBasavaiah @ Kariyaiah, aged about 30 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.2971 9706 7044),**
3. **SMT.H.M.MAMATHA,** W/o Sri Basavanna, aged about 22 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.2692 7738 9935)**,
4. **SRI.D.B.MANJUNATHA,** S/o. Sri Basavaiah @ Kariyaiah, aged about 27 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.8579 8323 8959)**,
5. **SMT.DEVAMMA @ DODDADEVAMMA,** D/o Late Chakrakullaiah@ Basavaiah), aged about 66 years, residing at Dhanagalli Village, Jayapura Hobli, Mysore Taluk-570008, **(AADHAAR No.5584 9483 6612)**,
6. **SMT.MARI DEVAMMA,** D/o Late Chakrakullaiah@ Basavaiah, aged about 50 years, residing at Gopalapura, S.C.Colony, Gopalapura Post, Jayapura Hobli, Mysore-570008, **(AADHAAR No.9051 9620 7611),**

(hereinafter referred as the “**VENDORS**” which term shall, whenever the context so require, mean and include their respective heirs, executors and assigns) of the **ONE PART;**

**IN FAVOUR OF:**

**SMT.ANITHA KUMARASWAMY,** W/o H.D.Kumaraswamy, aged about years, residing at No.286, 3rdPhase, 3rd Main, J.P.Nagar, Bengaluru–560078, **(AADHAAR No.3480 0367 0329) & (PAN:AHEPK4529K),** represented by her GPA Holder S.Vinay Gowda, S/o.V.Srinivasa Gowda (**AADHAAR No. 8037 0271 9833).**

(hereinafter referred as the “**PURCHASER**” which term shall, whenever the context so require, mean and include her heirs, executors and assigns) of the **OTHER PART;**

**WITNESS AS FOLLOWS:**

**I. WHEREAS,** ChakrakullaiahnaBasavaiah @ Chakrakunta Betta is the owner of the agricultural property bearing survey No.280/1, measuring 5 acres 28 guntas including 5 guntas of Kharab, situated at Danagalli Village, Jayapura Hobli, Mysore Taluk.

**II. WHEREAS,** ChakrakullaiahnaBasavaiah @ Chakrakunta Betta died leaving behind him his six children i.e (1)Smt.Basamma, (2)Smt.Devamma, (3)Sri.Basavaiah @ Kariaiah, (4)Smt.Devamma @ DoddaDevamma, (5)Sri.Bettaiah and (6) Smt.Maridevamma to succeed his estate.

**III. WHEREAS,** after the death of ChakrakullaiahnaBasavaiah @ Chakrakunta Betta, katha for the above property was mutated jointly in the names of his two sons i.e (1)Basavaiah @ Kariaiah and (2) Bettaiah vide IHR No.43/1983-84 and MR No.6/87-88.

**IV.WHEREAS,** (1)Basavaiah @ Kariaiah and (2) Bettaiah, the children of ChakrakullaiahnaBasavaiah @ Chakrakunta Betta have divided the above property bearing survey No.280/1, measuring 5 acres 28 guntas including 5 guntas of Kharab, situated at Danagalli Village, Jayapura Hobli, Mysore Taluk and accordingly, property measuring 2 acres 23 guntas from out of 5 acres 23 guntas was allotted to the share of Bettaiah. Further remaining extent measuring 3 acres was allotted to the share of Basavaiah @ Kariaiah.

The Revenue Authorities have mutated the Katha for the above properties in their respective names vide Mutation Register Extract bearing MR No.T101/2018-19 and retained survey No.280/1 to the extent of 2 acres 23 guntas of Danagalli Village belonging to Bettaiah and assigned new survey No.280/3 to the extent of 3 acres of Danagalli Village belonging to Basavaiah @ Kariaiah. Accordingly, Bettaiah and Basavaiah @ Kariaiah are in possession, enjoyment and cultivating their respective properties as absolute owners.

**V.WHEREAS,** (1)Sri.Bettaiah, (2)Smt.Devamma, (3)Sri.Basavaiah @ Kariaiah, (4)Smt.Devamma @ DoddaDevamma and (5)Maridevamma who are the children of Late.ChakrakullaiahnaBasavaiah @ Chakrakunta Betta and their respective family members have sold the agricultural property bearing survey No.280/1, measuring 2 acres 23 guntas of Danagalli Village, Jayapura Hobli, Mysore Taluk in favour of Smt.Ashwini.K, W/o.M.N.Hemanth Raj, under a registered Sale Deed dated 08.07.2019 (registered as Document No.MYW-1-03766-2019-20,

Book No.1, stored in CD No.MYWD247), in the office of Sub-registrar, Mysore West. The Revenue Authorities have mutated the Katha for the above property in the name of Smt.Ashwini.K vides Mutation Register Extract bearing MR No.H44/2019-2020 and assigned Katha No.223.

**VI.WHEREAS,** accordingly Smt.Ashwini.K, W/o.Sri.M.N.Hemanth Raj became absolute owner and in possession, enjoyment of the agricultural property bearing survey No.280/1, of Danagalli Village, Jayapura Hobli, Mysore Taluk, measuring 2 acres 23 guntas. The said property is more fully described in the Schedule written hereunder and herein after referred to as **SCHEDULE PROPERTY.** Since the sale consideration is not passed to the **Vendor No.5 to 24** in the above said Sale Deed dated 08.07.2019, as such they are made as party to this Sale Deed and has paid the sale consideration to them in this Sale Deed for and on behalf of Vendor No.1 Smt.Ashwini.K, as she is the absolute owner of the Schedule Property.

**VII. WHEREAS THE VENDOR No.1 IS IN NEED OF FUNDS TO MEET CERTAIN FINANCIAL COMMITMENTS AND APPROACHED THE PURCHASER AS UNDER:**

1. That the Schedule Property is free from all encumbrances.

2. That the Schedule Property is her self-acquired property and no one else has any right, title or interest in the Schedule Property.

3. That there is no impediment to sell the Schedule Property.

1. That she has not entered in to any agreement or arrangement with any third party with regard to the Schedule Property.
2. That the taxes have been paid upto date in respect of Schedule Property and that there are no arrears of whatsoever nature.

6. That there is no acquisition of the Schedule Property or any portion of the Schedule Property by Mysore Urban Development Authority or any other government authorities.

7. That there are no court proceedings either pending or disposed of in respect of the Schedule Property.

8. That she has to meet certain financial commitments immediately and therefore she was offering to sell the Schedule Property for the benefit of the family and also to meet certain financial necessities.

9. That she would be in a position to deliver vacant physical possession of the Schedule Property on or before the execution and registration of the Deed of Sale to the Purchaser.

**VIII. WHEREAS,** based on the above representations and assurances made by the Vendor No.1, the Purchaser has agreed to purchase the Schedule Property for a sale consideration of **Rs.64,37,500/- (Rupees Sixty Four Lakhs Thirty Seven Thousand Five Hundred Only)**  and accordingly this Deed of Sale is being executed.

**IX. NOW THIS DEED OF SALE WITNESSES THAT** in pursuance of the foregoing sale consideration of **Rs.64,37,500/- (Rupees Sixty Four Lakhs Thirty Seven Thousand Five Hundred Only)**  paid by the Purchaser to the Vendor No.1 as under:

|  |  |  |
| --- | --- | --- |
| **Sl No** | **Amount** | **Particulars** |
| 1 | Rs.28,42,500/- | (Rupees Twenty Eight Lakhs Fourty Two Thousand and Five Thousand Only) by way of Demand Draft bearing No.380139, dated 23.03.2021, drawn on Syndicate Bank, Now Canara Bank, Gandhinagar Branch, Bengaluru paid by the Purchaser in favour of the Vendor No.1, Smt.Ashwini.K at the time of execution and registration of this Deed of Sale in presence of the Sub Registrar, Mysore West. |
| 2 | Rs.15,27,500/- | (Rupees Fifteen Lakhs Twenty Seven Thousand and Five Hundred only)by way of Demand Draft bearing No.380135, dated 23.03.2021, drawn on Syndicate Bank, Now Canara Bank, Gandhinagar Branch, Bengaluru paid by the Purchaser in favour of the Vendor No.5, Sri.Bettaiah, for and on behalf of Smt.K.Ashwini, the Vendor No.1 as she is the absolute owner, at the time of execution and registration of this Deed of Sale in presence of the Sub Registrar, Mysore West. |
| 3 | Rs.5,40,000/- | (Rupees Five Lakhs and Forty Thousand, only)by way of Demand Draft bearing No.380132, dated 23.03.2021, drawn on Syndicate Bank, Now Canara Bank, Gandhinagar Branch, Bengaluru paid by the Purchaser in favour of the Vendor No.6, Smt.Devamma, for and on behalf of Smt.K.Ashwini, the Vendor No.1 as she is the absolute owner, at the time of execution and registration of this Deed of Sale in presence of the Sub Registrar, Mysore West. |
| 4 | Rs.15,27,500/- | (Rupees Fifteen Lakhs Twenty Seven Thousand and Five Hundred only)by way of Demand Draft bearing No.380134, dated 23.03.2021, drawn on Syndicate Bank, Now Canara Bank, Gandhinagar Branch, Bengaluru paid by the Purchaser in favour of the Vendor No.15, Sri.Basavaiah @ Kariyaiah, for and on behalf of Smt.K.Ashwini, the Vendor No.1 as she is the absolute owner, at the time of execution and registration of this Deed of Sale in presence of the Sub Registrar, Mysore West. |
| **In all** | **Rs.64,37,500/-** | **(Rupees Sixty Four Lakhs Thirty Seven Thousand and Five Hundred Only)** |

The Vendors are accepted and acknowledge the receipt of entire sale consideration. The Vendor No.1 as absolute owner of the agricultural property bearing survey No.280/1 of Danagalli Village, Jayapura Hobli, Mysore Taluk, measuring 2 acres 23 Guntas, which is morefully described in the Schedule Written hereunder, herein and hereby **GRANT, TRANSFERAND TOCONVEY** to the purchaser, the agricultural property bearing survey No. 280/1 of Danagalli Village, Jayapura Hobli, Mysore Taluk, measuring 2 acres 23 Guntasmorefully described in the Schedule Written hereunder, with all rights, easements and privileges appurtenant thereto, **TO HAVE AND TO HOLD** the same **UNTO** the Purchaser, as absolute owner thereof.

The Vendor No.1 has delivered possession of the Schedule Property to the Purchaser this day and accordingly the purchaser is in possession and enjoyment of the same as absolute owner.

**X. THE VENDOR No.1 COVENANT WITH THE PURCHASER AS UNDER:**

* 1. That the Purchaser shall be entitled to hold, possess, build and enjoy the Schedule Property hereby conveyed without any let, hindrance, disturbance or interference by the Vendors or any person/s claiming through or under them and without any lawful interference or disturbance by any other person/s.
  2. That the Vendor No.1 is the absolute owner of the Schedule Property and that no one else has any share, right, title or interest therein.
  3. That the title of the Vendor No.1 to the property hereby conveyed is good, marketable and subsisting and that she has the power to convey the same.
  4. That the Schedule Property is free from all encumbrances’ charges, lis-pendens, attachments, claims and that there is no impediment to sell the Schedule Property.
  5. That all Rates, Taxes, Cesses and Public Charges payable to the Government and other statutory authorities in respect of the Schedule Property have been fully paid up to date by the Vendor No.1. There are no arrears to be paid in respect of the Schedule Property.
  6. The Vendor No.1 shall, whenever so required by the Purchaser, sign all applications and forms to cause the transfer of the Khata of the Schedule Property to the name of the Purchaser and shall do and execute all other acts, deeds and things as may be necessary for more fully and perfectly assuring title of the property hereby conveyed to the Purchaser.
  7. The Vendor No.1 shall keep the Purchaser indemnified and harmless against any claim made by the family members of the Vendor No.1. The Vendor No.1 has not entered into any agreement or arrangement with any third party for the sale of the Schedule Property and purchaser is entitled to be in peaceful possession and enjoyment of the Schedule Property.
  8. The Vendor No.5 to 24 are further confirm that they have no objection for the Vendor to sell the Schedule Property in favour of the Purchaser and also for delivering possession to the purchaser.

**SCHEDULE PROPERTY**

All that piece and parcel of the agricultural property bearing survey No.280/1, of Danagalli Village, Jayapura Hobli, Mysore Taluk, measuring 2 acres 23 guntas and bounded as follow:

**BOUNDARIES:**

|  |  |
| --- | --- |
| On the East by | Property belonging to Late.Shambaya, |
| West by | Road, |
| North by | Road and Property belonging to Basavaiah |
| South by | Property belonging to Shivaprakash |

**IN WITNESS WHEREOF** the parties above named have executed these presents in the presence of the witnesses attesting hereunder:

|  |  |
| --- | --- |
| **WITNESSES:**  **1.**  **2.** | **1. SMT.ASHWINI.K**  **2. SRI.M.N.HEMANTH RAJ**  **3. MASTER.H.VAMSHI GNANA**  **SAGAR**  **Since minor represented**  **by his mother and natural**  **guardian Smt.K.Ashwini**  **4.KUMARI. THAMOGNA RAJ**  **Since minor represented**  **by her mother and natural**  **guardian Smt.K.Ashwini**  **5. SRI.BETTAIAH**  **6. SMT.DEVAMMA @ RAJAMMA**  **7. SRI.B.MANOHARA**  **8. SMT.M.MEENAKSHI**  **9. SRI.B.MANOJ KUMAR**  **10. KUMARI.DIVYA**  since minor, represented by her  mother and natural guardian  Smt.Devamma @ Rajamma,  **11. SRI.LINGARAJU.M**  **12. SMT.MAHADEVAMMA @**  **SHIVAMALLAMMA**  **13.SRI.MALLIKARJUNASWAMY.M**  **14. SMT.DEVAMMA**  **15. SRI.BASAVAIAH @**  **KARIYAIAH**  **16. SMT.BASAMMA**  **17. SMT.DEVAMMA**  **18. SMT.CHIKKA DEVAMMA**  **19. SMT.MANGALAMMA**  **20. SRI.D.B.BASAVANNA**  **21. SMT.H.M.MAMATHA**  **22. SRI.D.B.MANJUNATHA**  **23. SMT.DEVAMMA @**  **DODDADEVAMMA**  **24. SMT.MARI DEVAMMA**  **(VENDORS)**  **SMT.ANITHA KUMARASWAMY**  Represented by her GPA  Holder S.Vinay Gowda  **(PURCHASER)** |