ABSOLUTE SALE DEED SITE NO:-34

This Deed of Sale of the Scheduled property is made on this 25th day of March, Two Thousand and Twenty One (25-03-2021)

BY

##### **Smt. KAMALAKSHI**,

##### (PAN No:-HJKPK4221H)

##### (AadharNo :- 8165 5701 9629)

##### Aged about 44 years,

##### W/o. Late S.Revanna,

##### Residing at #34, Kergalli Village,

##### JayapuraHobli, Mysore Taluk.

##### Hereinafter collectively referred to as the **VENDOR** which expression shall mean and include wherever the context so requires or admits his/her/their legal heirs, survivors, representatives, successors, administrator’s in-office, executors, agents and assigns of the **FIRST PART**.

# AND

“M/s RISHABH VENTURES”

##### Having its office at No.135,

##### Gandhi Towers, 2nd Floor,

##### Ramavilas Road, A Partnership Firm

##### (FIRM REG NO: MYS-F81-2011-12)

SRI.U.P.SHASHIDHAR S/O PUTTARAMU (PARTNER)

AS PER THE RESOLUATION OF RISHABH VENTURES FOR THE OPERATION

OF REGISTRATION OF SALE DEED PROCESS.

Represented by its Partner and Authorized Signatory:-

Sri. S. P. MADHU S/O. PARAMASHIVA, (PARTNER)

Herein after referred to as “Agreement Holder cum Confirming Party”, which expression shall unless repugnant to the context of meaning there of me and include its legal/authorized representatives, administrators, executors and permitted assigns of the SECOND PART

IN FAVOUR OF

1) SMT. MAMATHA GHOSH ,

W/o. NANAK GHOSH

Residing at C 803 ,Salarpuria Sanctity ,

SarjapurRoad, Kaikondranahalli,

Bangalore -560035.

Pan No: AKKPG6888Q

Aadhar No : 804630824792

AND

2) MR. NANAK GHOSH

S/o. Satya Brata Ghosh

Residing at C 803,Salarpuria Sanctity,

SarjapurRoad, Kaikondranahalli ,

Bangalore -560035.

Pan No: ABLPG5072A

Aadhar No: 564720848680

Hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits his/her/their heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the Vendor is the absolute owner and in possession of residential Site Bearing No. 34, measuring East to West: (18.10+20.20)/2mtrs. & North to South: (9.00+9.20)/2 mtrs. in all measuring 174.26 sq.mtrs formed and developed in non-agricultural residential converted land bearing Survey No. 1/1 situated at Kergalli Village, Jayapura Hobli, Mysore Taluk morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas the agricultural property bearing Survey No.1/1 measuring 3 Acres 16 Guntas Kergalli Village, JayapuraHobli, Mysore Taluk was purchased by Sri.Siddappa on 21-04-1983 from Sri.K.V.Krishnamurthy and the sale deed was registered in office of the Sub-Registrar, Mysore as document No. 374 of Book I stored at Volume 667 at pages 107-110 dated

09-06-1983. Out of which 0-11 guntas of land was already sold to the private person and the remaining 3 Acres 05 guntas of agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the applicant on 25-05-2009. The Tahshildar of Mysore Taluk has given report vide letter No. ALN(2)CR.10/2009-10 dated 12-06-2009, on the basis of that report, the concerned authorities have given direction to pay Rs. 1,02,186/- as Alienation charges and Rs. 55/- as podi fee. As per the directions, the applicant has remitted the said sum through Challan No. 25 dated 11-08-2009.

The Vendor and her family members had earlier entered into an agreement vide E-Stamp Certificate No IN-KA62027613533408N dated 18-5-2015 with M/s. Rishabh Ventures, a partnership firm, represented by it partners, Mr. Shashidhar U.P., and Mr. Madhu S.P whereby they would develop and market the sites formed. Accordingly the said M/s. Rishabh Ventures have also duly joined this sale deed as confirming parties.

On the above grounds, the Deputy Commissioner of Mysore, Mysore District, by Order No. ALN(3)CR.16/ 2008-09 dated 14-08-2009 given permission to use the land for residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc., The layout plan approved by the MUDA authorities vide Authority Resolution No. 59 (Anu-01) 24 and Town Planning Authority of MUDA vide letter No. MY.NA.PRA:NAYO:VINYASA:38/2015-16 dated 05-10-2015. The Relinquishment Deed executed in favour of Governor, Government of Karnataka vide Document No. MDA-1-00858/2015-16 of Book-1 stored at CD No. MDAD 54 dated 26-09-2015 at office of the Additional District Registrar, MUDA, Mysore relinquish road area to the concerned authority and formed and developed the residential layout as per the approved plan sanctioned by MUDA. The competent authorities of MUDA released the 100% of sites in the layout.

Whereas on 19-08-2016, Siddappa deceased intestate by leaving behind his wife Kalamma and only son S. Revanna vide Surviving members certificate No – RD0038883078742 issued by the office of Deputy Tahasildar, Mysore taluk dated - 07-02-2017 And as such, the said total alienated land had become the joint family property of Kalamma & S Revanna. And on 20-03-2020 Kalamma also expired and as such Sri S Revanna had become the absolute sole owner of the said total property. Hence, he collected Khata for the sites formed in the said layout and as such Khata of **Site No 34 (schedule site)** was issued in the name of S. Revanna by the office of MUDA, Mysore dated 23-07-2020 vide Khatha no MYNAPRA/KHATA/33449/ 20-21.And he paid tax to the said site till 31-03-2021 vide tax paid challan dated 23-07-2020.

But whereas on 15-09-2020 S. Revanna died by leaving behind his wife Smt Kamalakshi & children viz., R Pavithra, R Pallavi, R Kavya, R Renuka & R Monika vide Surviving members certificateNo –RD0038883183784 issued by the office of DeputyTahasildar, Mysore Taluk dated - 02-02-2021 and also vide Family Tree certificate No- RD0038883182616 issued by the office of Deputy Tahasildar, Mysore Taluk dated 11-01-2021.

The khata of the schedule property (one of the sites formed on the aforesaid survey number) was also registered in favour of Smt. Kamalakshi by Mysore Urban Development Authority, Mysore on 12-10-2020 vide No. MYNAPRA/KHATA-NEW-37132/20-21 and the legal heirs of late S RevannaViz his Wife Smt. Kamalakshi have collectively become the owners of the schedule mentioned site.

Subsequently, The vendor Smt. Kamalakshi became the beneficiary of a registered Release Deed in her favor executed on 18-02-2021 in respect of various sites formed in aforesaid Sy. No. 1/1 totally measuring 3 acres 5 guntas, Kergalli Village, JayapuraHobli, Mysore Taluk in the office of the sub Registrar Mysore West Mysore vide document No.MYW-1-11806-2020-21 stored at CD No. MYWD649. from her daughters, i.e., Smt. Pavithra.R D/o. Late S.Revanna, Smt. Pallavi.R D/o. Late S.Revanna, Smt. Kavya.R D/o. Late S. Revanna, Ms. Renuka. R D/o. Late S. Revanna, Ms. Monica. R D/o.Late S. Revanna. Pursuant to the same, the vendor became the sole and absolute owner and is in the actual physical possession of the schedule property. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

Now the above said 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

The Agreement Holder cum Confirming Party has joined in the execution of this Sale Deed in affirmation of the nomination made in favour of Purchaser to purchase the Schedule Property.

##### The Vendor joined by the Agreement Holder cum Confirming Party herein have offered to sell the **Schedule Property** free from all charges, encumbrances, mortgage minor claims, liens, etc., for a valuable sale consideration of **Rs 23,50,000/- (Rupee Twenty Three Lakhs Fifty thousand only)** to the Purchaser herein and the Purchaser has agreed to purchase the Schedule Property for the said sale consideration.

**: Now This Deed of Sale has come into effect and witnesseth :**

A sum of **Rs. 18,50,000/- (Rupees Eighteen Lakhs Fifty thousand Only**) from the Purchase by Way of Demand Draft Bearing No. **000345**. Dated On 23-03-2021**.** Drawn on HDFC Bank Ltd, Agara Junction Branch, Bangalore in favour of **Smt. KAMALAKSHI**, w/o. Late. Mr. S. Revanna **(VENDOR)**

##### **AND**

##### A sum of **Rs. 5,00,000/- (Rupees Five Lakhs Only**)from the Purchasers through NEFT vide Reference Number **N332201321324383** Dated **27-11-2020**. **Rs50,000 (Rupees Fifty Thousand Only)** AND through NEFT vide Reference Number **N335201323084111.** Dated **30-11-2020. Rs. 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)** infavor of **M/S RISHABH VENTURES (CONFIRMING PARTY)**

That in consideration of payment of the entire sale consideration of **Rs. 23,50,000/- (Rs. Twenty Three Lakh and Fifty thousand only)** made by the purchaser to the vendor and Confirming Party as stated above, thus, the vendor and Confirming Party acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the vendor and Confirming Party 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 vendors 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 vendors or anyone claiming under or through his. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by herself, her legal heirs, representatives, successors and assigns absolutely and forever.

The vendor and Confirming Party 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 and Confirming Party 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 and Confirming Party 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. In case of any such dispute or claim arises in future, the vendor shall clear the same at their own costs and risks. In case the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchase against the same.

The Vendor and Confirming Party also assure the Purchasers that the Schedule property is free from all sorts of  encumbrances, charges of prior sale, gift, mortgage, pledge, agreement to sell, loan lease, lien, decree, litigation, acquisition, injunction, hyphenation, notification, attachment, security, surety, stay, proceeding an any legal flaws; and that the land owner/ developer is fully competent to sell the same to the Purchaser having perfect title over the property and if found otherwise intentionally or otherwise as a result of which the possession of the Schedule property or any part thereof is disturbed at any time after the execution of this sale deed and even after registration of sale deed, the vendor and Confirming Party shall be liable to indemnify the Purchaser against all their losses, damages, costs and claims in this regard as per the market value of the Schedule property as on the date the defect comes in the knowledge of the Purchasers.

The vendor and Confirming Party 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.

The purchaser have also entitled to get the revenue khata and all other documents transferred to her name in respect of the schedule property, for which, the vendor has ‘No objection’.

The vendor and Confirming Party have 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. 34, measuring East to West: (18.10+20.20)/2mtrs. & North to South: (9.00+9.20)/2 mtrs. in all 174.26 sq.mtrs in Sy. No. 1/1 Kergalli Village,Jayapura Hobli, Mysore Taluk converted for the non-agricultural residential purpose by the Deputy Commissioner, Mysore and the Layout Plan has been duly approved by the Town Planning Authority, MUDA, Mysore and bounded as follows:-

East by : 9M Road,

West by : Site No 31,

North by : Site No 35,

South by : Site No 33.

Measuring East to West: (18.10+20.20)/2mtrs. & North to South: (9.00+9.20)/2 mtrs. in all 174.26 Sq.Mtrs.(about 1876 sqft )

This Deed of Sale is prepared on 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 and Confirming Party has executed this deed of absolute sale in favor of the purchaser on the day, month and the year first herein before written.

##### **Witnesses:-**

1.

(VENDOR)

2.

(**PURCHASER)**

M/S RISHABH VENTURES

(CONFIRMING PARTY)