ABSOLUTE SALE DEED Site No. 03.

This Deed of Sale of the Scheduled property is made on this 30th day of April, Two Thousand and Twenty One (30-04-2021) by ---

Smt. KAMALAKSHI (PAN No, HJKPK4221H, Aadhar No :- 8165 5701 9629) aged about 44 years, W/o. Late.S.Revanna, residing at #34, Kergalli Village, Jayapura Hobli, Mysore Taluk, Mysore. 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, administrators in-office, executors, agents and assigns of the one part.

IN FAVOUR OF

Mr. HONNAIAH M (PAN No, ACDPH0550P Aadhar:- 5957 1607 8150) S/o. Mr, Mariyaiah, aged about 45 years, Residing at Ambedkar Beedi, Chikkabeechanahalli Anche, Jeenahalli, Bilikere Hobali, Hunsur Taluk, Mysuru-571103, 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.3 measuring East to West: 9.00 mtrs. & North to South: 13.25 mtrs. in all measuring 119.25 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 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. 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 issued by the office of Deputy Tahasildar, Mysore taluk dated 14-10-2020) 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 3 (scheduled site)** was issued in the name of S. Revanna by the office of MUDA, Mysore dated 23-07-2020 vide Khatha no MYNAPRA/KHATA/33445/20-21.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 certificate issued by the office of Deputy Tahasildar, Mysore taluk.

The khata of the schedule property was registered in favour of Smt. Kamalakshi by Mysore Urban Development Authority, Mysore on 12-10-2020 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-37127/20-21 and the legal heirs of late S Revanna Viz his Wife Smt. Kamalakshi have Collectively becom the owners of the schedule mentioned site.

Whereas the vendor Smt. Kamalakshi has got register a Release Deed on 18/02/2021 in the office of the sub Registrar Mysore West Mysore vide document No.MYW-1-11806/2020-21 stored at CD No. MYWD649 from Smt,Pavithra R D/o. Late,S.Revanna, Smt. Pallavi R D/o. Late. S.Revanna, Kavya.R D/o.Late.S.Revanna, Renuka.R D/o.Late.S.Revanna, Monica.R D/o. Late.S.Revanna. Now the vendor is in the actual physical possession of the 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.

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. 20,00,000/- (Rs. Twenty 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. 20,00,000/- (Rupees Twenty Lakhs Only**)from the Purchaser by Way of Cheque Bearing No. **749800.** Dated On:-**30/04/2021.** Draw On **Canara Bank, Jayalakshmi Puram Branch, Mysuru.** in favor of Vendors towards full and Final Settlement.

That in consideration of payment of the entire sale consideration of **Rs. 20,00,000/- (Rs. Twenty Lakhs only)** made by the purchaser to the vendor as stated above, thus, the vendor acknowledges the receipt of the entire sale consideration and as the absolute and beneficial 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 reputed 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 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 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. 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 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.

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 vendors 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. 3, measuring East to West: 9.00 mtrs. & North to South: 13.25 mtrs. in all 119.25 Sq.Mtrs in Sy. No. 1/1, 3 Acers 05 Gunta, Kergalli Village, Jayapura Hobali, Mysuru Taluk, Mysuru. 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 : Site No 02,

West by : Site No 04,

North by : 9M Road,

South by : 3M Path Way,

Measuring East to West: 9.00 mtrs. & North to South: 13.25 mtrs. in all 119.25 Sq.Mtrs.

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 has executed this deed of absolute sale in favour of the purchaser on the day, month and the year first herein before written.

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

1.

VENDOR

2.

**PURCHASER**