SALE DEED

THIS SALE DEED is made this 30th day of October 2023 at Mysuru

BETWEEN

**Smt. SAVITRI BEKKANAVAR**

W/o. Sri Siddappa

Aged about 43 Years

No.172, Plot No.04

5th Main Road, Near Sai Mandira

Vidya Nagar, Gokak

Belgavi – 591 307 (**AADHAR No.2448 1059 5090**)

(Herein after called the **SELLER**) of the One Part:

AND

**Sri ANIRUDH RAO.A**

Aged about 21 Years

S/o. Sri Aroor Vasudeva Rao

No.1119, C & D Block, 1st Cross,

Lalithadri Road, Kuvempunagar,

Mysuru – 570 023 (**AADHAR No.3093 4907 8527**)

(Herein after called the **PURCHASER**) of the Other Part:

WHEREAS under RR Entry No.795 of the Records of Rights shows that the land bearing Survey No.332 belonged to late P.H.Chandraban Singh and the said land was awarded on 04–04–1927.

WHEREAS the land, which is more fully described in the schedule below was granted to one late P.H.Chandraban Singh under an Award dated 04–04–1927 and he was the father–in–law of one Smt.Anusuya Bai W/o. late Shardul Singh.

WHEREAS the said land was declared as Beelu and subsequently it was restored in his name as per the entries in Mutation Register Extract No.4/1942–43.

WHEREAS on the death of said P.H.Chandraban Singh and his son Shardul Singh, under Mutation Proceedings No.13/1981–82, the Khata of the schedule land was registered in the name of said his daughter–in–law Smt.Anusuya Bai.

WHEREAS said Smt.Anusuya Bai executed a Registered Sale Deed dated 13–11–1991, which was registered as No.4350 and sold the land, which is more fully described in the schedule below, for valuable consideration to Sri Manjunath Singh S/o. Sri Suryanarayana Singh and put him in possession and enjoyment thereof. Under Mutation Proceedings No.MR:2/1992–93, its Khata was transferred into the name of said Sri Manjunatha Singh.

WHEREAS on 21–01–1993 said Sri Manjunatha Singh executed a Registered Sale Deed, which was registered as No.6444/1992–93 and sold the schedule land for valuable consideration to Sri Kendagannaiah S/o. Basave Gowda and put him in possession and enjoyment thereof. Under Mutation Proceedings No.MR:15/1992–93, its Khata was transferred into the name of said Sri Kendagannaiah.

WHEREAS under a Registered Sale Deed dated 19–05–1999, which was registered as No.1001/1999–2000 said Sri Kendagannaiah his wife Smt.Chennamma and his brother Sri Mahadevu sold the schedule land for valuable consideration to Smt.Malamma W/o. late Gavi Gowda and put her in possession and enjoyment thereof.

WHEREAS under Mutation Proceedings No.MR:66/1998–99, its Khata was transferred into the name of said Smt.Malamma.

WHEREAS under a Registered Sale Deed dated 02–11–2006, which was registered as No.MYN–1–21175–2006–07 in CD No.MYND–118 of Book–I said Smt.Malamma and her children Sriyuths Shivaraju, Shivashankara, Kumara and Smt.Rathnamma sold the schedule land for valuable consideration to Sri Siddarame Gowda and put him in possession and enjoyment thereof.

WHEREAS under Mutation Proceedings No.MR:72/2006–07, its Khata was transferred into the name of said Sri Siddarame Gowda.

WHEREAS on 19–11–2016 the daughters of said Sri Siddarame Gowda by name Smt.Puttasiddamma, Smt.Kariyamma, Smt.Shanthamma and Smt.Savitha have executed a Registered Release Deed, which was registered as No.MYW–1–07253–2016–17 in CD No.MYWD–76 of Book–I on 19–11–2016 released their entire right, title and interest in respect of the lands mentioned therein including the schedule land in favor of their father Sri Siddarame Gowda and their brother Sri Nagesh.S and put them in possession and enjoyment thereof.

WHEREAS on 03–04–2023 said Sri Siddarame Gowda executed a Registered Gift Deed, which was registered as No.MYW–1–00129–2023–24 in CD No.MYWD–1203 of Book–I on 03–04–2023 and gifted the schedule land along with other lands to his son Sri Nagesh.S and put him in possession and enjoyment thereof.

WHEREAS under Mutation Proceedings No.MRH:114/2022–23, its Khata was transferred into the name of said Sri Nagesh.S.

WHEREAS on 11–09–2023 said Sri Nagesh.S his wife Smt.Shobha and their minor children Sinchana.N and Yashwanth.N executed a Registered Sale Deed, which was registered as No.MYW–1–09416–2023–24 registered on 13–09–2023, sold the schedule land for valuable consideration to the Seller and put her in possession and enjoyment thereof.

WHEREAS under Mutation Proceedings No.MR:H–27/2023–24, the Khata of the schedule land is now transferred into the name of the Seller.

WHEREAS the Seller is now in possession and enjoyment of the schedule land and she had no fetters whatsoever to sell it.

AND WHEREAS now the Seller is in need of funds for the benefit of her family and also for the welfare and education of her children and to buy other properties, the Seller has agreed to sell and the Purchaser has agreed to purchase it for valuable consideration as per the terms and conditions enshrined below:

**NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:**

The Purchaser has paid the sale consideration of the sum of **Rs.15,00,000/– (Rupees Fifteen Lakhs Only)** to the Seller in the following manner:-

1. A sum of **Rs.10,00,000/– (Rupees Ten Lakhs Only)** to the Seller by way of Cheque bearing No.**476390** dated **10/10/2023** drawn on **State Bank of India**, Kuvempu Nagar, Mysuru as an advance,
2. A sum of **Rs.5,00,000/– (Rupees Five Lakhs Only)** to the Seller by way of Cheque bearing No. **378236** dated **30/10/2023** drawn on **State Bank of India**, Kuvempu Nagar, Mysuru in the presence of the following witnesses at the time of execution and registration of the Sale Deed in the Office of the Sub–Registrar. (the receipt of which, the Seller do hereby admit and acknowledge).

Thereby, the Seller acknowledging the receipt of the entire sale consideration of the sum of of **Rs.15,00,000/– (Rupees Fifteen Lakhs Only)** being the sole and absolute owner do hereby convey by way of absolute sale and grants to the Purchaser, his representatives, successors and assignees the property more fully described in the schedule below, to be held by him perpetually together with full rights of ownership, enjoyment and alienation with all rights, easements etc., appurtenant thereto.

1. **POSSESSION**:

The Purchaser has been put into actual physical vacant possession of the schedule land.

1. **SELLER** **COVENANTS**:

The Seller covenants with the Purchaser that:

* 1. The schedule land hereby conveyed by the Seller under this Sale Deed is her self–acquired property in the manner narrated above and now the Seller is the absolute owner in possession and enjoyment thereof and her title to the schedule property subsists and that she has powers to convey the same and that there are no fetters whatsoever.
  2. There are no encumbrances, liens, charges, Government dues, attachments, acquisition or requisition, proceedings and whereas the Seller has clear, absolute legal and marketable title to the schedule land, its boundaries and dimensions are as per the records and she has absolute power to convey the same.
  3. The Seller had not entered into any Agreement of Sale / Conveyance with any person and the schedule land is not subject to any litigations, Agreement of Sale / Conveyance, any encumbrance, maintenance, easement, claims, demands, charge, fraudulent transfer, minor claims or to any litigations or to any Court attachment or towards any arrears of tax.
  4. The Seller covenants with the Purchaser that she shall here after wards peaceably and quietly hold, possess and enjoy the property without any let or hindrance, claim or interruption or demand from the Seller or any person/s claiming through or under her.

1. **INDEMNITY**:

The Seller also hereby agrees with the Purchaser that personally and from out of her properties and at her own cost, she shall save harmless and indemnify and keep indemnified and protect the Purchaser against any encumbrances, charges, equities, claims, demands, obligation arising and any loss due to any defect which may thereby found in her title over the schedule property.

1. **LAND REVENUE**:

The Seller assures the Purchaser that she has paid up to date Land Revenue and that there are no arrears to be paid.

1. **ASSURANCES**:

The Seller, her heirs, administrators or assignees further covenant that she shall at the request and cost of the Purchaser or his administrators or assignees do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule land and every part thereof in the manner aforesaid according to the true intent and meaning of this deed.

1. **DOCUMENTS** **OF** **TITLE**:

The Seller haS handed over available original documents of title pertaining to the schedule property to the Purchaser.

1. **TRANSFER** **OF** **KHATA**:

Herein after the Purchaser being the absolute owner of the schedule land, the Seller has no objection for him to get its Khata transferred into his name.

1. **STAMP** **DUTY** **AND** **COST** **OF** **REGISTRATION**:

The Stamp Duty and cost of registration of the Sale Deed is borne by the Purchaser.

1. **CONNOTATION**:

The context ‘**SELLER**’ and the ‘**PURCHASER**’ shall mean and include as well as the heirs, legal representatives, successors, administrators or assignees of the respective parties as the parties themselves.

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**SCHEDULE**

**ALL THAT PIECE AND PARCEL OF** Land bearing Survey **No.332** measuring **39 Guntas** situated at Doddamaragowdana Halli Village, and the index belongs to Doddamaragowdana Halli other Road, Yelwala Hobli, Mysuru Taluk and bounded on the:

East : Land bearing Survey No.333

West : Land bearing Survey No.333

North : Water Flowing Halla

South : Land bearing Survey No.333

IN WITNESS WHEREOF the parties to this Sale Deed have signed on the day, month and the year first above mentioned in the city of Mysore.

Witnesses:

1.

SELLER

2.

PURCHASER

“Drafted & Dictated by me”

(A.V.Jaya Rama Rao)

Advocate