**ABSOLUTE SALE DEED**

THIS DEED OF SALE is executed on this the First day of July Two Thousand Twenty-One **(01-07-2021)** at Mysuru;

**BY**

**Smt. NARASAMMA** (**PAN: ADDPN1975H, AADHAR: 7930 5271 1091),** aged about 79 years, Wife of Sri. T.G. Rangashamaiah, residing at No. 716, 2nd D Cross, 3rd Block, 3rd Stage, Basaveshwara Nagara, Bangalore-560 079. Hereinafter reffered to as the **“VENDOR”** (which expression shall mean and include her legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) of **ONE PART,** represented by Power of Attorney Holder **Sri. T.R. CHANDRA SHEKARA**, PAN NO: AAXPC7161K, Aged about 54 years S/o T.G. Rangashamaiah and Smt. Narasamma, resident of No: 37, First Floor, Chinnappa Naidu Layout, BSK 3rd Stage, Bangalore- 560085, GPA Duly registered in office of the Sub-Registrar Mysore West, Mysore Vide Document No: **MYW-4-00005/2015-16** of BOOK-4, Stored at CD No: **MYWD 46** Dated **01-04-2015.**

**IN FAVOUR OF:**

**Sri. K.R. UDAYA KUMAR (PAN: AAMPU2279D, AADHAR: 6032 0798 4938),** aged about 56 years, S/o. Late. K.V. Ramaswamy, R/at. No. 1047/17 F-10, 2nd Main, 6th Cross, Vidyaranyapuram, Fort Mohalla, Mysuru-570 008. Hereinafter referred to as the **“PURCHASER”** (which expression shall mean and include his legal heirs, successors, successors-in-interest, executors, administrators, legal representatives attorneys and assigns) of the **OTHER PART.**

**WHEREAS:**

The VENDOR is absolutely seized and possessed and sufficiently entitled to all those pieces or parcels, ground, hereditaments of the Agricultural Dry Lands bearing

(1). Sy No. 237/1, measuring, One Acre Twenty-Five Guntas (1.25.00.00),

(2). Sy No. 237/2, measuring, One Acre Sixteen Guntas (1.16.00.00),

(3). Sy No. 237/3, measuring, One Acre Twelve Guntas (1.12.00.00),

(4). Sy No. 238/1A, measuring, Two Acres Twenty-Seven Guntas (2.27.00.00), (5). Sy No. 238/1B, measuring, Two Acres Fifteen Guntas (2.15.00.00),

(6). Sy No. 238/2, measuring, Two Acres One Gunta (2.01.00.00),

(7). Sy No. 239/3, measuring, One Acre Thirty-One Guntas (1.31.00.00),

In total measuring **Thirteen Acres Seven Guntas (13 Acres 07 guntas)** situated at Sinduvalli Village, Jayapura Hobli, Mysuru Taluk, Mysuru District, which is more fully described in the Schedule items, herein under and hereinafter called the **SCHEDULE PROPERTY**.

**Flow of Title of the VENDOR:**

1. Sy No. 237/1, 237/2 & 237/3, are the portion of the earlier Sy No. 237, measuring 4 Acres 13 Guntas. RTC of Sy No. 237 for the period 1981-82 to 1985-86 and 1991-92 to 1993-94, records the name of Mantegowda S/o. Nanjegowda in Column-9 as Khatedar and his rights are recorded as Ancestral in Column-10 and also as cultivator in Column-11 with respect of entire 4 Acres 13 Guntas.
2. As per the MR: 4/1994-95, RTC with respect of 4 Acres 13 Guntas in Sy No. 237 is mutated in the name of Mahadevu S/o. Karigowda. There is a narration in MR: 4/1994-95, that there is a will in favor of deceased Karigowda (father of Mahadevu) and portion of 3rd party Siddegowda is sold and there is a consent from the three brothers and mother of Mahadevu for the change of Khata in his favor.
3. RTC of 238/1, for the period 1971-72 to 1975-76, records the name of Mantegowda S/o. Nanjegowda in Column-9 as Khatedar and also as cultivator in Column-11 with respect of entire 5 Acres 02 Guntas.
4. RTC of 238/1, for the period 1976-77 to 1980-81, 1981-82 to 1985-86, records the name of Mantegowda S/o. Nanjegowda in Column-9 and the names of Krigowda and Mantegowda as cultivators in Column-11 with respect of entire 5 Acres 02 Guntas.
5. RTC of 238/1, for the period 1981-82 to 1985-86, records the name of Mantegowda S/o. Nanjegowda in Column-9 as Khatedar and his rights are recorded as Ancestral in Column-10 and the names of Karigowda and Mantegowda as cultivators in Column-11 with respect of entire 5 Acres 02 Guntas.
6. RTC of 238/2 for the period 1971-72 to 1975-76, 1976-77 to 1980-81, 1981-82 to 1985-86 and 1986-87 to 1990-91, records the name of Nanjegowda S/o. Nanjegowda in Column-9 as Khatedar and his rights are recorded as Ancestral in Column-10 and also as cultivator in Column-11 with respect of entire 2 Acres 01 Guntas.
7. Vide a Registered sale deed document No. 2338/67-68 of Book I stored at Volume 317 at pages 6-8 dated 22/11/1967, Siddegowda S/o. Nanjegowda and his minor son Siddarajegowda sold their 1/3rd rights in Sy No. 237 and 238 in favor of Karigowda S/o. Nanjegowda (elder brother) extent of 1 Acre 27 guntas.
8. Vide a will executed by Mantegowda in favor of Karigowda 1/3rd rights in Sy No. 237 and 238 is bequeathed in favor of Karigowda.
9. As per the MR: 4/1994-95, RTC with respect of 2 Acre 28 Guntas in Sy No. 238/1A, 2 Acre 15 Guntas in Sy No. 238/1B, 2 Acre 01 Gunta in Sy No. 238/2, is mutated in the name of Mahadevu S/o. Karigowda. There is a narration in MR: 4/1994-95, that there is a will in favor of deceased Karigowda and portion of 3rd party Siddegowda is sold and there is a consent from the three brothers and mother of Mahadevu for the change of Khata in his favor.
10. Vide MR: 51/2000-2001, the Khata (RTC) in respect of Sy No. 237/1, 237/2 & 237/3 is changed in the names of the family members of Karigowda, with different extents as narrated below;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Sl No | Name | Sy No | Extent | |
| Acre/s | Gunta/s |
| 1 | Siddamma | 237/3 | 01 | 00 |
| 2 | Siddramegowda | 237/3 | 00 | 12 |
| 237/2 | 00 | 12 |
| 238/2 | 01 | 20 |
| 3 | Mahadevu | 238/1A | 02 | 11 |
| 237/1 | 01 | 13 |
| 4 | Mantegowda | 238/1A | 00 | 16 |
| 238/1B | 01 | 15 |
| 237/1 | 00 | 12 |
| 237/2 | 00 | 21 |
| 5 | Siddegowda | 238/1B | 01 | 00 |
| 237/2 | 00 | 23 |
| 238/2 | 00 | 21 |
| Total |  | 237/1, 2 & 3 and 238/1A, 1 B & 2 | 11 | 16 |

1. A Registered Deed of Partition Document No. MYN-1-07489/2007-08 of Book I stored at CD No. MYND 147 dated 28/07/2007, is entered between Siddegowda S/o. Nanjegowda, his son Siddaraju in one part and Siddamma W/o. Karigowda and her children, on the other part, and according to the said partition, the entire extent of 11 Acres 16 Guntas is allotted to the share of Mahadeva, Mantigowda, Siddegowda and Siddaramegowda legal heirs of Late. Karigowda and Smt. Siddamma and Siddegowda S/o. Nanjegowda, his son Siddaraju allocated a cash portion of Rs.3,00,000/-.
2. Vide a Registered sale deed dated 28/03/2008, Siddamma W/o. Karigowda along with her sons, daughters, grand children (minors represented by the legal guardians) and daughters-in-law, sold 11 Acres 16 Guntas in Sy No. 237/1, 2 & 3 and in Sy No. 238/1A, 1B & 2, for a valuable consideration of Rs.40,00,000/- in favour of the vendor Smt. Narasamma W/o. T.G. Rangashamaiah herein, registered as document No. MYN-1-18654/2007-08 of Book I stored at CD No. MYND 167 dated 29-03-2008.
3. It appears that vide a Registered sale deed dated 22/08/1983 executed by Puttamadegowda S/o. Siddegowda and his sons Ravi and Siddaraju (Minors represented Puttamadegowda S/o. Siddegowda) and the brothers of Puttamadegowda by names, Madegowda and Siddegowda sold 1 Acre 31 Guntas in Sy No. 239 in favor of Malegowda S/o. Malegowda vide document No. 765/83-84 of Book I stored at Volume 669 at pages 181-183 dated 22-08-1983.
4. Vide a Registered sale deed dated 31/03/2015, Malegowda S/o. Malegowda sold 1 Acre 31 Guntas in Sy No. 239/3 (Old No. 239), for a consideration of Rs.17,75,000/- in favor of the vendor Smt. Narasamma W/o. T.G. Rangashamaiah herein, registered as document No. MYW-1-11541/2014-15 of Book I stored at CD No. MYWD 46 dated 31-03-2015.
5. The wife, sons, daughters-in-law, daughter and Grand Children of Malegowda S/o. Malegowda have executed a Deed of Consent/ Acknowledgement dated 31/03/2015, in favor of Narasamma W/o. T.G. Rangashamaiah, the VENDOR herein, acknowledging the Registered sale deed dated 31/03/2015 as valid and legal, which is registered as document No. MYW-1-11542/2014-15 of Book I stored at CD No. MYWD 46 dated 31-03-2015.
6. The VENDOR covenants with the PURCHASER that the SCHEDULE PROPERTY is the self acquired and separate property of the VENDOR and the SCHEDULE PROPERTY obtained by her without any aid or assistance from any of her family quarters and the SCHEDULE PROPERTY has no joint family nucleus.
7. The VENDOR covenants with the PURCHASER that, she has having and acquired the total 13 Acres 07 guntas of the entire property in fashion referred above, has a clear and marketable title with respect of the SCHEDULE PROPERTY and she has the absolute power to convey the same.
8. That the VENDOR is possession and enjoyment of the SCHEDULE PROPERTY with all evidences of title or ownership and is absolutely entitled to deal with the SCHEDULE PROPERTY in any manner they may choose.
9. That, the title documents of the SCHEDULE PROPERTY stand in the name of the VENDOR and that the cost of good title shall be that of the VENDOR at all times both before and after this Sale Deed.

The VENDOR offered to sell and transfer the Schedule mentioned property measuring 7 Acres 03 guntas out of entire property measuring 13 Acres 07 guntas in favour of the PURCHASER for a valuable sale consideration of Rs. 34,20,000/- (Rupees Thirty Four Lakh Twenty Thousand only) Only per Acre in total **Rs. 2,41,96,500/- (Rs. Two Crore Forty One Lakh Ninety Six Thousand Five Hundred only)** and the PURCHASER herein has agreed to purchase the same for the aforesaid consideration and made the payment in the following manner :-

* 1. A sum of **Rs. 50,00,000/- (Rs. Fifty Lakh only)** by way of RTGS to the vendor’s savings account bearing No. 10065087868 of IDFC FIRST Bank, Bangalore vide UTR No. INDBR22021043000622815 dated 30-04-2021 paid by the PURCHASER.
  2. A sum of **Rs. 40,00,000/- (Rs. Forty Lakh only)** by way of RTGS to the vendor’s savings account bearing No. 10065087868 of IDFC FIRST Bank, Bangalore vide UTR No. INDBR22021043000622780 dated 30-04-2021 paid by Sri. K.R. Sathyanagaraya on behalf of the PURCHASER.
  3. A sum of **Rs. 35,00,000/- (Rs. Thirty Five Lakh only)** by way of RTGS to the vendor’s savings account bearing No. 10065087868 of IDFC FIRST Bank, Bangalore vide UTR No. INDBR22021043 000622840 dated 30-04-2021 paid by Smt. K.S. Dakshayani on behalf of the PURCHASER.
  4. A sum of **Rs. 75,00,000/- (Rs. Seventy Five Lakh only)** by way of Demand Draft bearing No. **111105** dated 30-06-2021 drawn on Indusind Bank, Saraswathipuram Branch, Mysore paid by the PURCHASER.
  5. A sum of **Rs. 25,29,250/- (Rs. Twenty Five Lakh Twenty Nine Thousand Two Hundred and Fifty only)** by way of Demand Draft bearing No. **111106** dated 30-06-2021 drawn on Indusind Bank, Saraswathipuram Branch, Mysore paid by Smt. K.S. Dakshayani on behalf of the PURCHASER.
  6. A sum of **Rs. 16,67,250/- (Rs. Sixteen Lakh Sixty Seven Thousand Two Hundred and Fifty only)** by way of Demand Draft bearing No. **499910** dated 30-06-2021 drawn on Kotak Mahindra Bank, Mysore Branch paid by Sri. Shivakumar on behalf of the PURCHASER.

That in consideration of payment of the entire sale consideration of **Rs. 2,41,96,500/- (Rs. Two Crore Forty One Lakh Ninety Six Thousand Five Hundred only)** made by the purchaser to the vendor as stated above, thus, the vendor / G.P.A Holder 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. 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 vendor 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 vendor on the schedule property or any part thereof shall or can be impeached. The vendor further assures the purchaser that she has full and unrestricted rights, titles and interest 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/ G.P.A Holder shall clear the same at their own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor/ G.P.A Holder shall reimburse and compensate the purchaser against the same.

The vendor / G.P.A Holder 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 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/ G.P.A Holder 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 revenue khata and all other documents transferred to his name in respect of the schedule property, for which, the vendor / G.P.A Holder has ‘No objection’.

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

As per the Income Tax Act 1961, TDS provision under Section 194/1A is not applicable for the schedule agricultural land property.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of the Agricultural Dry Lands bearing

(1) Sy No. 238/1A (2 Acres 27 guntas),

(2) Sy No. 238/1B (2 Acres 15 guntas) and

(3) Sy No. 238/2 (2 Acres 01 guntas)

In all measuring 7 Acre 03 guntas in the entire property measuring 13 Acres 07 guntas, situated at Sinduvalli Village, Jayapura Hobli, Mysuru Taluk, Mysuru District, together with all rights appurtenances whatsoever whether underneath or above the surface bounded on as follows:

EAST BY : Land bearing Sy No. 244 (Sarkari Banjaru Land)

WEST BY : Land bearing Sy No. 237/1, 2 & 3

NORTH BY : Road & Property belongs to Nanjundeshwara Layout

SOUTH BY : Land bearing Sy No. 239/3

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 this sale deed.

Stamp Duty of Rs. 20,000/- paid at the time of registration of sale agreement dated 30-04-2021 vide document No. MYW-1-01270/2021-22 of Book I stored at CD No. MYWD 701 through K2 challan bearing No. CR0421003000429077 dated 30-04-2021 that amount shall be adjusted towards the stamp duty of this sale deed.

In witness whereof, the Vendor and the Purchaser have signed this deed of absolute sale on the day, month and the year herein above mentioned in the presence of the following witnesses.

**WITNESSESS:**

**1.**

**Sri. T.R. CHANDRASHEKARA**

**G.P.A Holder of Smt. Narasamma**

**VENDOR**

**2.**

**Sri. K.R. UDAYA KUMAR**

**PURCHASER**

DRAFTED BY:-

**K.R. SATHYANARAYANA**

Document Writer

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