### ABSOLUTE SALE DEED site no. 24

**This Deed of absolute sale** made and executed on this the Sixth day of January Two Thousand and twenty One (06-01-2021),

**Smt. S. RAJALAKSHMI (PAN: ABMPR1585L, ADHAR NO. 2679 7397 2298)** W/o D.C. Sreedhar, Aged about 60 years, Residing at No.1538, Anikethana Road, C And D Block, Kuvempunagar, Mysuru-570023**,** Represented by her GPA Holder **Sri. S. SURESH** S/o. Late. K. Shivanne Gowda, Aged about 55 Years, Residing at no. 633, E & F Block, Kuvempunagara, Mysore-570 023 (The GPA has got registered in the office of Sub-Registrar Mysore West, Mysore as Doc No. MYW-4-00004-2020-21, stored in CD No. MYWD 461) Hereinafter called as the **“VENDOR”** of the One Part.

**SMT. BHAGYA BHUVANALLI SANJEEVA SHETTY (PAN: AHJPB7991A, ADHAR NO. 9325 8586 5136)** W/o. K.N.Prakash, Aged about 59 years, Residing at No. Mahadevapete, Madikeri Madikeri College, Kodagu-571201. Hereinafter called as the “**Purchaser**” of the OTHER PART,

Whereas the expressions the Vendor and the Purchaser unless inconsistent with or repugnant to the context shall mean and include their respective heirs, successors, administrators, executors, assigns, legal representatives etc.,

WHEREAS the Vendor herein is the absolute owner in title and in peaceful possession as well as enjoyment of the residential **Site No. 24,** measuring **East to West : (11.70+12.30)/2 meters and North to South : 18.00 meters** in total measuring **216.00 Sq.meters (2325 Sq.Ft)** situated in the layout formed in the lands bearing Survey Nos.323, 324 and 325 (1) ALN (1) 21/2004-05,dated 16-12-2004, (II) ALN (1) 22/2004-05,dated 16-12-2004 and (III) ALN (1) CR 142/2004-05, dated 04-04-2005 in all measuring 4 acres 8.5 guntas of land in Kergalli Village, JayapuraHobli, Mysore Taluk, formed by SMT. K. ASHWATHAMMA which is Morefully described in the schedule herein under mentioned and hereafter referred to as the **‘SCHEDULE PROPERTY’**.

WHEREAS the original owner Smt. K. ASHWATHAMMA purchased agricultural lands bearing (1) Survey No.60, Block NO.50, measuring 1 acre 18.5 guntas out of total extent of 2 acres and on 23-01-2004 registered as DOC.No.MYN-1-11942/2003-04, stored in CD.No. MYND8 (2) Survey NO.60, Block No.49, measuring 2 acre was registered on 23-01-2004 as DOC.No. MYN-1-11943/2003-04, stored in CD.No. MYND8, (3) Survey No.60, Block No.57 an extent of 30 guntas was registered on 31-03-2004 as DOC.No.MYN-1-14766/2003-04, stored in CD.No. MYND12 and all are registered in the office of the Sub-Registrar, Mysore North, Mysore for valuable consideration.

WHEREAS the said Smt.K.Ashwathamma got the Survey numbers re-numbered as (1) Sy. No. 323 for old number 60,Block 50 (2) Sy. No. 324 for old number 60 Block 49 and (3)Sy. No.325 for old number 60 Block 57,from the office of the Assistant Director, Land Records, Mysore and further got the said lands alienated for residential purpose from the office of the Deputy commissioner, Mysore District, Mysore vide his order numbers (1) ALN (1) 21/2004-05, dated 16-12-2004 (II) ALN (1) 22/2004-05 dated 16-12-2004 and (III) ALN (1) CR 142/2004-05 dated 04-04-2005 respectively for the survey numbers 323 (old number. 60 Block.50), 324(old number.60 Block.49) and Sy. No. 325 (old number.60 Block.57) respectively.

WHEREAS subsequently Smt. K. Ashwathamma, got the residential plan approved from the Mysore Urban Development Authority, Mysore on 12-12-2007 bearing NO. MUDA: NA/YO/RO/RE 37(H) 06-07,on payment of requisite fees and also KUWS & DB, Mysore has by its letter No. KWB/EE-Mys/JNNURM/AE-1/Pvt.Layout/786/2008-09 dated 01-01-2008, approved the layout formed by Smt.K. Ashwathamma for providing the water supply and drainage facility. Similarly Chescom Ltd., has approved the said layout vide its letter No.AE/EE/K/T-2/08-09/5581-83,dated 13-11-2008 and issued service certificate No. AEE//KN/3340 on 21-01-2009.

WHEREAS after completion of the layout formation, Smt.K.Ashwathamma has executed a registered "DEED OF RELINQUISHMENT" in favour of MUDA on 18-03-2009 which is registered as Doc.No.MDA-1-06633-2008-09, stored in CD No.MDAD30, registered in the office of the Additional Sub-Registrar, MUDA, Mysore which in turn has released all the 28 sites of different dimensions bearing No.1 TO 28 and issued individual khatha’s for respective sites. As such the schedule property bearing **Site No.24, East to West : (11.70+12.30)/2 meters and North to South : 18.00 meters** in total measuring **216.00 Square meters** **(2325 Square Feet)** is also issued with a separate Khata.

WHEREAS on receiving the entire 28 sites from MUDA, the said Smt. K. Ashwathamma and her family members effected a family partition on 25.08.2009, which was registered as Document.No. MYN-1-06911-2009-10, stored in CDNo.MYND207, registered in the office of Sub-Registrar Mysore North and the Scheduled property bearing site No.24, among other assets was allotted to the share of Smt. K.Ashwathamma.

WHEREAS subsequently Smt. K. Ashwathamma gifted the Schedule Property in favour of her Daughter Smt. S. Rajalakshmi vide a Gift Deed dated 03.03.2016, registered as Document No. MYW-1-11062-2015-16, stored in CD No. MYWD62 and in the office of Sub-Registrar Mysore West, Mysore.

Subsequently Smt. S. Rajalakshmi (Vendor) got the Khata transferred to her name in respect of the schedule property bearing site No. 24, carved out of survey No.323, 324 and 325 of Kergalli village, Mysore Taluk, Mysore on 25-04-2016as No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-6103/16-17 and has paid the taxes dues upto date thereon to the MUDA, Mysore. The Vendor has been in absolute possession and enjoyment of the scheduled property as an absolute owner of the schedule property and assets that she has absolute, right, interest and power to sell the schedule property in favour of the purchaser herein.

Whereas both parties have broadly negotiated the terms and conditions of this sale transaction and both parties desire to reduce their terms of understanding in this regard into writing and hence this agreement to sell.

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:**

1. The Vendor has offered to sell the Schedule Property to the Purchaser and the purchaser has accepted the said offer and has agreed and come forward to purchase the Schedule Property, free from encumbrances of whatsoever nature subject to terms and conditions hereinafter appearing.

2. It was mutually agreed that the sale consideration paid by the purchaser for absolute sale of the Schedule Property, is **Rs. 34,87,500/- (Rupees Thirty Four Lakh Eighty Seven Thousand Five Hundred only)** free from encumbrances of whatsoever nature, in the following manner

a. The Purchaser has paid a entire Sale Consideration of **Rs. 34,87,500/- (Rupees Thirty Four Lakh Eighty Seven Thousand Five Hundred only)** by way of Cheque bearing No. \_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_ Bank ,\_\_\_\_\_\_\_\_\_\_\_ Branch the Vendor acknowledges receipt of the entire sale consideration as mentioned above, in her personal accounts.

4. The Vendor has today delivered vacant peaceful possession of the Schedule Property, free from any kind of encumbrances to the Purchaser herein.

5. The Vendor represents and assures the Purchaser that she has a clear, valid, subsisting, marketable, enforceable title in relation to the schedule property and that there is no legal impediment of whatsoever nature, for absolute sale of the Schedule Property in favour of the Purchaser herein. The Vendor has absolute right and power of alienation and disposal over the Schedule Property, as per the registered Gift Deed dated 03.03.2016.

1. The Vendor represents and assures the Purchaser that the schedule property, is the absolute, exclusive property of the Vendor herein, acquired in the manner detailed above and that no other person/s, family, heir/s, has/have any manner of claim, right, title or interest over the same. Further the GPA in favour of the Brother of the Vendor is accorded for the purpose of convenience in registering the Sale Deed at this time of pandemic (COVID -19), since the Vendor is in Bengaluru along with her daughter and considering the age of the Vendor, she prefers to stay in Bengaluru and not participate in the Sale Registration process in Mysore.
2. The Vendor represents and assures the Purchaser that the Schedule Property is absolutely free from encumbrances of whatsoever nature, such as Court attachment, minor’s claim, maintenance claim, charge, lien, lispendence, acquisition/ requisition proceedings, quasi judicial, revenue recovery proceedings/attachments, statutory debts, etc. Further though the Schedule Property is acquired by the Vendor vide a registered Gift Deed, which makes the Vendor the absolute owner in title and possession, her daughter has also confirmed knowledge of the said sale transaction and has no objection for the same.
3. The Vendor represents and assures the Purchaser that in regard to the Schedule Property, up to date property taxes have been paid to MUDA and the Vendor undertakes to indemnify the Purchaser against any such payment or expense.
4. The Vendor represents and assures the Purchaser that in regard to the Schedule Property, Khata has been transferred and registered in the name of the Vendor herein and that subsequent to the execution of this Sale Deed, the vendor has no objection for the Purchaser to get the Khata transferred to his name in the revenue records.
5. The Vendor represents and assures the Purchaser that she has not entered into any kind of agreement to convey the scheduled property in favour of any other person other than the vendor herein.
6. The Vendor has no objection for the said transfer of Khata, apart from transfer of Electricity and water Meters, if any in the name of the Purchaser herein.
7. The Vendor has today delivered the xerox copies of the mother deeds pertaining to the larger composite property and original documents of title and other related revenue records pertaining to the schedule property to the Purchaser and the Purchaser acknowledges receipt of the same.
8. The Vendor undertakes to indemnify the Purchaser against any loss, expense, damage, the Purchaser may incur/suffer either on account of defect in title or arising from the claim of the third parties, if any.
9. The Vendor represents and assures the Purchaser that she has not entered into any agreement for sale or for encumbering the Schedule Property, in any manner whatsoever and in this regard assures the Purchaser that the Schedule Property is absolutely free from encumbrances of whatsoever nature.
10. The Purchaser, upon execution of this Sale Deed is entitled to quietly, peacefully, hold, possess, enjoy, exploit the Schedule Property, in any manner the Purchaser deems fit and proper, without any let, hindrance or interference either from the Vendor or anyone claiming under the Vendor.
11. The expenses of stamp duty and registration of this Sale Deed is borne by the Purchaser herein exclusively.

## SCHEDULE PROPERTY

All that piece and parcel of the vacant residential property bearing Site No. **24**, measuring **East to West : (11.70+12.30)/2 meters and North to South : 18.00** meters in total measuring **216.00 Square meters** (2325 Square Feet) in the layout formed in Sy. No’s. 323, 324 and 325 (4 acres 8.5 guntas) of Kergalli village, Jayapura Hobli, Mysore Taluk, bounded as follows;

East by : Site No. 23,

West by : Private Property,

North by : Site No. 18.

South by : Road,

Measuring **East to West : (11.70+12.30)/2 meters and North to South : 18.00** meters in total measuring **216.00 Square meters** (2325 Square Feet).

**IN WITNESS WHEREOF,** the ‘Vendor’ and the ‘PURCHASER’, have signed this Deed of Absolute Sale, on the day, month and the year first above written.

**Witnesses**

1)

**VENDOR**

Represented by her GPA Holder

2)

**PURCHASER**