*ABSOLUTE SALE DEED*

This DEED OF ABSOLUTE SALE is made and executed at Bangalore on this \_\_\_\_\_\_ day of August 2016 by

**Mr. T K NITHYANANDAM**

Aged about 45 years,

S/o, Krishnama Naidu,

Residing at Purva Riviera Apartment,

Flat No. RJ-803, Marathahalli,

Bangalore-560037.

**PAN : ADDPN6297J**

**Represented by his General Power of Attorney Holder**

**Smt. G.GOVINDAMMAL**

Aged about 71 years,

W/o. Sri. T.Krishnama Naidu,

Residing at No.RJ-803,

Purva Riviera, Purva Riviera Driveway,

Marathalli, Bangalore – 560037

Hereinafter called the **“VENDOR”,** which term shall where the context so admits, mean and include himself, his heirs, executors, successors, administrators and legal representatives of One Part, and

# IN FAVOUR OF

Hereinafter called the **“PURCHASER”** which expression shall where the context so admits, mean and include herself, her heirs, executors, successors, administrators, legal representatives and assigns of the other part.

**WITNESSETH AS FOLLOWS ;**

Whereas the Vendor is the absolute owner in peaceful possession and enjoyment of the Residential flat bearing **No.1,** situated at **FIRST FLOOR** of the building known as **“ANAND ENCLAVE”** with super built up area of about **1200 square feet,** along with **one covered car parking space** in the Ground Floor, which is morefully described in the schedule ‘C’ hereunder, constructed on Schedule ‘A’ Property along with **300 square feet** of undivided share, right, title in the schedule ‘A’ Property, which is morefully described in Schedule ‘B’ Property, built on property being site bearing No.25, Present BBMP Katha No.1390/38/3,(Old No.44/2, portion of Old CMC katha No.38), carved out of Converted Survey No.44/2, (Converted for non agricultural residential use as per conversion order bearing No.B.DIS.ALN.SR.S26/1987-88, dated 26/09/1987, issued by the Special Deputy Commissioner, Bangalore District, Bangalore), measuring East to West 30 feet, North to South 48 feet, totally measuring 1440 Square feet, situated atChinnappanahalli Village K.R. Puram Hobli Bangalore East Taluk, Bangalore, now within the limits of Bruhat Bangalore Mahanagara Palike.

Whereas the schedule ‘A’ property was jointly purchased by the vendor and Sri. I. Satyanarayana from Smt. Kiran Divya .R through registered sale deed dated 07.03.2015, registered as document bearing No.INR-1-09675/14-15, stored in CD No.INRD136, registered in the office of the Sub-Registrar, Indiranagar, Bangalore.

Whereas subsequently Sri. I. Satyanarayana has executed Release Deed Dated 13/01/2016, registered as document bearing No.INR-1-8304/2015-16, registered before the Office of the Sub-Registrar, Indiranagar, Bangalore in favour of the vendor herein, relinquishing all his 50% undivided share, right, right, title over the schedule ‘A’ property.

Whereas the schedule ‘A’ property was acquired by Smt. Kiran Divya through the registered Gift deed dated 03.11.2014, registered as document bearing No.MDP-1-04425/2014-15, stored in CD No.MDPD152, registered in the office of the Sub-Registrar, Mahadevapura, Bangalore, executed by her mother Smt. H.G. Gayathri.

Whereas the land bearing Survey No.44/2 (Old Survey No.16), situated at Chinnappanahalli Village, K.R. Puram Hobli, Bangalore East Taluk was acquired by Sri. H.K.G. Srinivasan, the husband of Smt. H.G. Gayathri, through partition deed dated 03.07.1965, registered as document bearing No.1708/65-66, registered in the office of the Sub-Registrar, Bangalore South Taluk, entered between himself and his family members.

Whereas Sri. H.K.G. Srinivasan have obtained the land bearing Survey No.44/2, measuring to an extent of 1 acre 10 guntas, situated at Chinnappanahalli Village, K.R. Puram Hobli, Bangalore East Taluk converted for non agricultural residential use as per conversion order bearing No.B.DIS.ALN.SR.S26/1987-88, dated 26.09.1987, issued by the Special Deputy Commissioner, Bangalore District, Bangalore.

Whereas Sri. H.K.G. Srinivasan was expired on 03.05.1994 leaving behind his wife and children as his only legal heirs to succeed the schedule property acquired by him.

Whereas the children of Sri. H.K.G. Srinivasan have partitioned the joint family properties through partition deed dated 13.12.2001, registered as document bearing No.11029/2001-02, Book-I, Volume 2259, Pages 182 to 192, registered in the office of the Sub-Registrar, Krishnarajapura and the schedule ‘A’ property and other properties have came to the share of Smt. H.G. Gayathri.

Whereas the vendor by obtaining sanction plan as per LP No.\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ from the Bruhat Bangalore Mahanagara Palike, have constructed the residential apartment in the schedule ‘A’ property.

And whereas in the manner stated supra, the Vendor herein have become the absolute owner, having un-interrupted possession and peaceful enjoyment, paying the property taxes inter-alia exercising all acts of dominion and ownership in and over the same without any claim, objection or hindrance from any one whomsoever.

Whereas the Vendor herein for his legal necessities for his benefit have offered to sell the schedule ‘B’ and ‘C’ Properties, pursuant to which the Purchaser has agreed to purchase the same acting on the representations made by the Vendor, which are as follows:

1. That he is the sole and absolute owner of the schedule ‘B’ and ‘C’ properties and none-else has got any kind of right, title, interest, claim share etc. of any nature therein.
2. That the schedule ‘B’ and ‘C’ properties are not the subject matter of any prior encumbrances, attachments, court, Will/ Last Testament, Court attachments, major demands, liens, lispendences, litigations, minor, major claims, maintenance claims of any kind, tenancy or acquisition proceedings or charges and it is free from encumbrances of every description.
3. That the Vendor has paid the land revenue, taxes and all other statutory levies in regard to the schedule ‘B’ and ‘C’ properties up to date and there are no liabilities of whatsoever nature on the schedule ‘B’ and ‘C’ properties, which are not at all burdened in any manner and no liabilities of whatsoever nature regarding the schedule ‘B’ and ‘C’ properties are required to be discharged and if found to be due and payable, the same shall be paid and duly discharged by the Vendor and indemnify the Purchaser against all such liabilities.
4. That there are no restrictions of whatsoever nature on the Vendor by way of any statutory prohibitions, injunctions of Courts, restraint orders of any Authority etc. to sell or transfer of the schedule ‘B’ and ‘C’ properties.
5. That there is no objection or notice or dispute of whatsoever from the Bangalore Development Authority or local body or any authorities regarding the schedule ‘B’ and ‘C’ properties. In the event such objections arise later on, the Vendor will help clear all objections at his own cost.
6. That there are no legal proceedings of any nature pending before any Court or any authority concerning the schedule ‘B’ and ‘C’ properties and the same is not the subject matter of any litigation.

Acting on the said representations, believing the same to be true and correct, the Purchaser has agreed to purchase the schedule ‘B’ and ‘C’ properties from the Vendor for the totally agreed sale consideration amount of **Rs.37,18,000/- (Rupees Thirty Seven Lakhs Eighteen Thousand only).**

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

1. That the Purchaser has paid the entire sale consideration of Rs.37,18,000/- (Rupees Thirty Seven Lakhs Eighteen Thousand only) to the Vendor in the following manner:-
   1. Rs.\_\_\_\_\_\_\_\_\_/- through Cheque / Demand Draft bearing No.\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, drawn on / issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, \_\_\_\_\_\_\_\_\_\_\_\_ Branch, Bangalore,
   2. Rs.\_\_\_\_\_\_\_\_\_/- through Cheque / Demand Draft bearing No.\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, drawn on / issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, \_\_\_\_\_\_\_\_\_\_\_\_ Branch, Bangalore,
   3. Rs.\_\_\_\_\_\_\_\_\_/- through Cheque / Demand Draft bearing No.\_\_\_\_\_\_\_\_\_\_\_, dated \_\_\_\_\_\_\_\_, drawn on / issued by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bank, \_\_\_\_\_\_\_\_\_\_\_\_ Branch, Bangalore,

The receipt of which total sale consideration of Rs.37,18,000/- agreed to, the Vendor, do hereby admit, confirm and acknowledge before the undersigned witnesses and discharge the Purchaser of any further liability towards the consideration of this SALE and also in consideration of the covenants contained herein, the Vendor as the absolute owner of the **SCHEDULE ‘B’ and ‘C’** **PROPERTIES DO HERE BY SELL, CONVEY, TRANSFER AND ASSIGN ABSOLUTELY AND FOR EVER UNTO AND TO THE BONAFIDE USE OF THE PURCHASER THE SCHEDULE ‘B’ and ‘C’ PROPERTY** together with all the rights, liberties, privileges, benefits belonging to or usually held or attached to the SCHEDULE **‘B’ and ‘C’** PROPERTIES by the PURCHASER AS THE ABSOLUTE OWNER thereof from this day onwards free from all encumbrances, with no let or hindrance from the VENDOR or his predecessors-in-title, immediate or remote or from any person/s claiming any legal title thereto.

1. The Vendor has this day delivered the actual possession of the schedule ‘B’ and ‘C’ properties to the Purchaser and the Purchaser has been put in possession thereof for being held and enjoyed by her as the absolute owner forever. The Vendor or any persons claiming through his right, title and interest shall not in any way interfere with the possession and enjoyment of the schedule ‘B’ and ‘C’ properties by the Purchaser.
2. That the Purchaser shall be entitled to quietly remain in possession of schedule ‘B’ and ‘C’ properties hereby conveyed and possession delivered to her, receive all the profits and income etc. derived there from without any kind of interference or disturbance from the Vendor or his predecessors in title or any claiming through or under him.
3. That the title of the Vendor to the Property hereby conveyed is good, marketable and subsisting and he has the lawful authority to convey the same and that none else has got any kind of right, title, interest, claim or share etc. of whatsoever nature therein and that there is no impediment of any nature for this sale under any law.
4. The VENDOR further covenant with the Purchaser that he has not alienated the schedule ‘B’ and ‘C’ properties hereby conveyed by way of sale / Mortgage or otherwise to third party/ ies or is subject matter of any Will / Last testament or Court Attachments under any legal proceedings and / or has been offered as COLLATERAL SECURITY / SURETY and there are no claims, charges or otherwise on the said SCHEDULE ‘B’ and ‘C’ PROPERTIES.
5. The VENDOR declare unto the PURCHASER that the schedule ‘B’ and ‘C’ properties hereby sold has been the absolute property of the Vendor and that he is not Benami holder for any person/s and further he do not come within the purview of any of the provisions of law prohibiting alienation of immovable property and the Vendor have full power and absolute authority and indefeasible title to alienate and sell the same in any manner he like and the schedule ‘B’ and ‘C’ properties are free from all encumbrances.
6. That all the rates, taxes cess, land revenue etc. relating to the schedule ‘B’ and ‘C’ properties has been paid by the Vendor upto date and the Purchaser shall be indemnified from any claims, demand etc.
7. The Vendor have paid all the taxes and other rates and charges in respect of the schedule ‘B’ and ‘C’ properties upto the date of registration of this Deed of Absolute sale and have NO OBJECTION whatsoever to the Khatha of the Schedule Property being transferred to the name of the Purchaser .
8. The Vendor further covenant with the Purchaser that he will always REIMBURSE or will resolve at his own cost any / all risks and indemnify the purchaser, her heirs and assignees against all losses and expenses incurred and damages sustained on account of prior encumbrances of any nature suppressed by the Vendor, claims, charges, clogs, litigations, Court/s attachments, hindrances, cesses, pending liabilities with regard to income tax, wealth tax, gift tax, property taxes of any other kind of tax which would create a charge and interruptions of whatsoever kind and from whomsoever or on account of any defect in title, latent or patent which the Purchaser could otherwise discover later on in respect of the schedule ‘B’ and ‘C’ properties hereby conveyed.
9. The Vendor further covenant with the Purchaser that he will always and at all reasonable time/s and upon any reasonable request to execute every such lawful acts, deeds and things as shall or may be reasonably required for further and more perfectly assuring of the schedule ‘B’ and ‘C’ properties to the Purchaser.
10. That in pursuance of execution of this sale deed the Purchaser and all the persons entitled on her behalf shall enjoy the schedule ‘B’ and ‘C’ properties together with all available facilities, easements etc., of the schedule ‘B’ and ‘C’ properties peacefully without any let or hindrance from the Vendor.
11. The Vendor till date have delivered all the relevant documents pertaining to the schedule property to the purchaser.

**SCHEDULE ‘A’ PROPERTY**

(Description of the immovable property on which the apartment

building is constructed)

All that piece and parcel of the immovable property being site bearing No.25, Present BBMP Katha No.1390/38/3,(Old No.44/2, portion of Old CMC katha No.38), carved out of Converted Survey No.44/2, (Converted for non agricultural residential use as per conversion order bearing No.B.DIS.ALN.SR.S26/1987-88, dated 26/09/1987, issued by the Special Deputy Commissioner, Bangalore District, Bangalore), measuring East to West 30 feet, North to South 48 feet, totally measuring 1440 Square feet, situated atChinnappanahalli Village K.R. Puram Hobli Bangalore East Taluk, Bangalore, now within the limits of Bruhat Bangalore Mahanagara Palike and bounded on:

East by : Site No.24

West by : Site No.26

North by : Road

South by : Private Property

**SCHEDULE ‘B’ PROPERTY**

(Property conveyed under this Deed)

**300 Square feet** of undivided share, right, title and interest and ownership in land comprised in Schedule ‘A’ Property.

**SCHEDULE ‘C’ PROPERTY**

(Description of the apartment sold to the purchaser)

All that piece and parcel of the Residential Flat bearing No.**1,** situated at **FIRST FLOOR** of the building known as **“ANAND ENCLAVE”** constructed on Schedule ‘A’ Property having super built up area of about **1200 square feet** along with **one covered car parking space** in Ground Floor with vitrified flooring along with proportionate share in the common areas such as passages, lobbies, lift and staircases contained in the multistoried building constructed on the schedule ‘A’ property.

IN WITNESS WHEREOF, the parties to this Deed of Absolute Sale have set their hands on the day, month and year first above mentioned in presence of attesting witnesses:

**WITNESSES**

**1**

**(Mr. T K NITHYANANDAM)**

**VENDOR**

**2.**

**(Mr. ANAND NIDAMANURU)**

**PURCHASER**

**Drafted by**