ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 15th day of January, Two Thousand and Twenty One (15-01-2021) by ---

SRI. MANOJ KRISHNA.S (Adhar No. 3009 4988 0615) aged about 44 years S/o. Sri. K.M.Balakrishnan, residing at No. 21, MMS Crescenta, Kannamangala, Whitefield, Banagalore-560067. Hereinafter referred to as the VENDOR/SELLER which expression shall m ean and include wherever the context so requires or admits her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

Sri. MAHESH.P.S (Adhar No. 5612 4356 4490) aged about 28 years S/o. Sri. Srikantamurthy and Smt.CHANDRAKALA.K.S (Adhar No. 6728 7492 4199) aged about 45 years W/o. Sri. Srikantamurthy, residing at No. 611, “AMARA” 3rd Phase, 4th Stage, Vijayanagara, Mysore-570 018. Hereinafter referred to as the PURCHASERS, which expression shall mean and include wherever the context so requires or admits 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 No.56 carved out of the residentially converted lands bearing Sy.No.s 170/1, 170/2, 171/3, 172/1, 172/6, 196 Totally measuring 10 Acres 32 Guntas of Yelawala Village, Yelawala Hobli, Mysore Taluk, and the Layout known as “BRAMHANANDASAGARA LAYOUT, PHASE-2”, measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs totally measuring 108.00 Sq.Mtrs, 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 scheduled property was purchased by the Vendor from Karnataka Telecom Department Employee Co-Operative Society Ltd. Mysore represented by its Director Sri. Pedda Manjunatha and BSR Enterprises represented by its Proprietor Sri.B.S.Nagendra its representative Sri.M.Nagaraju via sale deed on 12-05-2014 and that sale deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-01128-2014-15 of Book I stored at C.D. No. MYWD-27 and obtained the khata in favour the vendor at Mysore Urban Development Authority vide No. 331 of Book 5 at page No.32 dated 06-06-2014, and the Vendor paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession of the property and the said property is self acquired property of the vendor. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the sale deed, the 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 Vendor has purchased the schedule property out of their self-earned funds, that is to say, the schedule property is his absolute and self acquired property. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Vendor is in need of funds and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.15,00,000/- (Rupees Fifteen Lakh Only) for which the purchasers 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

In pursuance of the entire sale consideration of Rs.15,00,000/- (Rupees Fifteen Lakh Only) by following manner:-

1. A sum of Rs.5,00,000/- (Rupees Five Lakh Only) paid to the Vendor by way of Cheque No. 069486 dated 21-10-2020 at the time of this Sale Agreement as an advance,
2. A sum of Rs. 1,00,000/- (Rupees One Lakh Only) paid to the Vendor by way of NEFT UTR No. SBIN121013936705 dated 13-01-2021,
3. A sum of Rs. 9,00,000/- (Rupees Nine Lakh Only) Demand draft bearing No. 395936 dated 13-01-2021 drawn on Canara Bank, Nanjangud Branch, Mysore, before undersigned witness at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of Rs.15,00,000/- (Rupees Fifteen Lakh Only) paid 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 upto 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 PURCHASERS 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 purchasers 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 purchasers that they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendor hereby further assure the purchasers that, the schedule property is free from all type of encumbrances and liabilities of every kind. Any claims from Vendor family or relatives in future, that time vendor will resolve the same issue bearing all the costs.

The vendor do hereby covenants with the purchasers 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 purchasers 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 have inspect the documents of the title relating to the scheduled property mentioned in this deed of sale and after being satisfied about the Vendor’s title and project, has agreed to purchase the scheduled property.

The purchasers are 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 khata and all other documents transferred to their names in respect of the schedule property, for which, the vendor 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.

# SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL residential property bearing Site No. 56 out of CD list released by the MUDA formed and developed in the immovable properties bearing Sy. No. 170/1, 170/2, 171/3, 172/1, 172/6, 196 measuring to an extent of 10 Acres 32 guntas which is duly converted from Agricultural purpose to Residential Purpose vide order Old No. ALN(1) CR351/2009-10, New No.ALN(1) CR269/2011-12 dated 23-12-2012 and Sy.No.172/4 and Sy.No.198, Totally measuring to an extent of 6 Acres 27 guntas which is duly converted from Agricultural purpose to Residential Purpose vide order Old No. ALN(1) CR350/2009-10, New No.ALN(1) CR69/2011-12 dated 11-18-2011, Totally all the Sy.No. measuring an Exten of 17-19 guntas situated at Yelawala Village, Yelawala Hobli, Mysore Taluk, and the Layout known as “BRAMHANANDASAGARA LAYOUT, PHASE-2”, measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs totally measuring 108.00 Sq.Mtrs, & bounded by:-

### East by : 9.00 Mtrs Road,

### West by : Site No.45,

### North by : Site No. 55,

### South by : Site No.57.

Measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs totally measuring 108.00 Sq.Mtrs,

This Deed of Sale is prepared on the basis of 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 have executed this deed of absolute sale in favour of the purchaser on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDOR/SELLER

2.

PURCHASER