ABSOLUTE SALE DEED

This Deed of Absolute Sale is made and executed on this 23th day of January, Two Thousand and Twenty Three (23-01-2023) -

BY: SRI. CHANDRASHEKARA CHARY

S/o. Sri. Vishakanta Chary

Aged about 53 years,

Residing at No.162, 4th Cross

Near Akshara patashale

Hebbal 2nd Stage, Mysore-570017

(AADHAAR No. 7551 7635 1372)

(PAN No. AECPC0033M)

Hereinafter called the “VENDOR/SELLER” (which term shall mean and include his/her legal heirs, legal representatives, administrators, successors, executors and assignees) of the ONE PART

IN FAVOUR OF :

SRI. SHIVA KUMAR M

S/o. C.M.Mylar Shetty

Aged about 34 years,

Residing at No. 61,

2nd Main Road

Nanjappa Layout, Adugodi

Near S.N.School,

Bangalore South

Bangalore-560030

(AADHAAR No. 9597 2728 1274)

(PAN No. BQRPS8212C)

Hereinafter called the “PURCHASER/BUYER” (which term shall mean and include his/her legal heirs, legal representatives, administrators, successors, executors and assignees) of the OTHER PART.

WITNESSETH AS FOLLOWS:-

Whereas the vendor is the absolute owner and in possession and enjoyment of the residential property bearing Site No. 166, carved out of the residentially converted lands bearing Survey Numbers 170/1, 170/2, 171/3, 172/1, 172/6, 172/4, 196 measuring 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 23-02-2012 and Sy.No. 172/4 and Sy.No.198 totally Measuring to an extent of 6 Acres 27 guntas, which is duly converted from Agriculture purpose to Residential purpose vide Order Old No. ALN (1) CR350/2009-10, New No. ALN (1) CR69/2011-12, dated 11-08-2011, totally all the Sy.numbers measuring to an extent of 17-19 (Seventeen Acres Nineteen Guntas) situated at Yelawala Village, Yelawala Hobli, Mysore Taluk, and the layout known as “BRAMMANANDA SAGARA LAYOUT PHASE-1” measuring East to West : 12.00 meters and North to South : 18.00 meters totally measuring 216.00 Sq.Mtrs., Morefully described in the scheduled hereunder, hereinafter called the scheduled property.

Whereas, the scheduled property was allotted to vendor from “M/s The Karnataka Telecom Department Employees Co-operative Society Ltd” on 24-06-2021 and registered a Absolute Sale Deed on 03-07-2021 from “M/s The Karnataka Telecom Department Employees Co-operative Society Ltd” represented by it’s Director Sri. R.J.Anil Kumar and BSR Enterprises reperesented by its proprietor Sri. B.S.Nagendra via sale deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1- 02154-2021-22 of Book I stored at C.D. No. MYWD-728 and the vendor has got Possession Certificate on 10-05-2022 and the khatha in the name of the vendor at Mysore Urban Development Authority vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-43464/21-22 dated 12-01-2022 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 his 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 in order to meet some of his legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs. 30,00,000/- (Rs. Thirty lakh only) for which, the purchaser 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. 30,00,000/- (Rs. Thirty lakh only) received As below stated :-

1. A sum of Rs. 5,00,000/- (Rs. Five Lakh only) received by way of Cheque No. 361021 dated 15-12-2022
2. A sum of Rs. 2,50,000/- (Rs. Two lakh Fifty Thousand only) received by way of Cheque No. 361023 dated 17-01-2023.
3. The purchaser has availed a loan facility from HDFC Ltd of Rs. 22,50,000/- (Rs. Twenty Two lakh Fifty Thousand only) by way of Cheque No. 912691 dated 18-01-2023 drawn on HDFC Bank Ltd, Mysore.

That in consideration of payment of the entire sale consideration of Rs. 30,00,000/- (Rs. Thirty lakh only) made 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 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 or anyone claiming under or through him. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by themselves, their legal heirs, representatives, successors and assigns absolutely and forever.

The vendor hereby assures the purchaser that he 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 he has full and unrestricted right 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 shall clear the same at his own costs and risks. Incase the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchaser against 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 purchaser that he 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 have 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 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 of residential vacant Site No. 166, carved out of the residentially converted lands bearing Survey Numbers 170/1, 170/2, 171/3, 172/1, 172/6, 172/4, 196 measuring 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 23-02-2012 and Sy.No. 172/4 and Sy.No.198 totally Measuring to an extent of 6 Acres 27 guntas, which is duly converted from Agriculture purpose to Residential purpose vide Order Old No. ALN (1) CR350/2009-10, New No. ALN (1) CR69/2011-12, dated 11-08-2011, totally all the Sy.numbers measuring to an extent of 17-19 (Seventeen Acres Nineteen Guntas) situated at Yelawala Village, Yelawala Hobli, Mysore Taluk, and the layout known as “BRAMMANANDA SAGARA LAYOUT PHASE-1” measuring East to West : 12.00 meters and North to South : 18.00 meters totally measuring 216.00 Sq.Mtrs., and bounded on :

East by : Site No. 165

West by : Site No. 167

North by : 9.00 Mtrs Road

South by : Private Property,

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 has 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.

(SRI CHANDRASHEKARA CHARI)

VENDOR

2.

(SRI.SHIVA KUMAR.M)

PURCHASER