### ABSOLUTE SALE DEED

This deed of absolute sale is made and executed on this Monday, the First day of February month, Two Thousand and Twenty One year **(01-02-2021)** by,

**Smt. PADMA (PAN No. FJGPP2148C) (Aadhaar No. 7385 8773 1202)**, W/o Late D. Madanayak, aged about 75 years, residing at No. EWS 204, Hebbal, 1st Stage, Lakshmikantha Nagar, Mysore - 570017. Presently residing at No.133, 3rd Cross, Siddalingeshwara Layout, J.P.Nagar, Mysore-570008.

Hereinafter referred to as the **VENDOR** (which expression shall unless repugnant to the context, mean and include her heirs, legal representatives, administrators, assigns, executors, etc.) of the One part,

**IN FAVOUR OF**

**Sri. LIKITH H.S. (Likith Shivakumar) (PAN No. IHHPS8380H) (Aadhaar No. 2222 2910 3241**), S/o Sri. Shivakumar H.L., aged about 26 years, residing at No.105, “Sri Mahalakshmi Nilaya”, 1st Main, Mahadeshwara Nagar Layout, Vijayanagar, 2nd Stage, Mysore - 570016.

Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context, mean and include his heirs, legal representatives, administrators, assigns, executors, etc.) of the Other part,

**WITNESSETH AS FOLLOWS:**

Whereas the Vendor is the sole and absolute owner of the schedule mentioned residential property bearing **Site No. 05,** situated in **“Sadhana Layout”**, 1st Stage, 3rd Phase, Belawadi Village, Yelawala Hobli, Mysore Taluk, Mysore, formed and developed by **Chethana House Building Co-Operative Society Limited, Mysore** in an extent of 06 Acres 6½ Guntas of residential converted land in Survey numbers - 172/1, 172/2, 174/1, 174/2, 174/3 and 195/2 of Belawadi Village, Yelawala Hobli, Mysore Taluk, Mysore, measuring **East to West (16.7 +16.4)/2 meters** and **North to South 12.4 meters** which is more fully described in the schedule hereunder written and hereinafter referred to as the **Schedule Property**.

The schedule mentioned property was allotted to Smt. Padma by Chethana House Building Co-Operative Society Limited, Mysore. After the full payment towards the said site, she has obtained Sale Deed from this society on 30-11-2011 and the same has been registered as Document No.MYN-1-18455-2011-12 in C.D. No.MYND299 of Book No.1 in the Office of the Sub-Registrar, Mysore - North, Mysore on 30-11-2011 and also got the possession certificate on 30-11-2011. The Khatha was registered in her favour vide KhathaNo.05, Page No.02, Book No.03 on 24-03-2012 at Mysore Urban Development Authority, Mysore and by paying up-to-date tax to the concerned authority.

Whereas the Vendor is in the peaceful and continuous possession and enjoyment of the entire said Schedule Property being the sole and absolute owner and title holder of the said Schedule Property. The Vendor is enjoying the same peacefully without any let, hindrance, disturbance, obstruction from any other person or litigations whatsoever. The Vendor has purchased the schedule mentioned property out of her self-earned funds and thus, the schedule mentioned property is the self-acquired property of the Vendor. The Vendor has got the absolute right of the ownership and has got the absolute power of disposal over the same, if she likes.

Whereas the Vendor has agreed to sell the schedule mentioned property to the Purchaser for her family and legal necessities, for the consideration mentioned hereunder and the Purchaser has agreed to purchase the schedule mentioned property, for the consideration mentioned hereunder.

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

1. **ABSOLUTE SALE:**

That the Vendor assures the Purchaser that she has the absolute right to sell the schedule mentioned property to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the schedule mentioned property to the Purchaser by Absolute Sale together with all the things permanently attached thereto or standing thereon and all the liberties, privileges, easements, profits, advantages, rights and appurtenances whatsoever to the schedule mentioned property.

1. **CONSIDERATION:**

That the good and valuable consideration for the sale of the schedule mentioned property is **Rs. 20,00,000/- (Rupees Twenty Lakh only)** which is paid by the Purchaser to the Vendor in the following manner:

1. An amount of **Rs.50,000/- (Rupees Fifty Thousand only)** was paid to the Vendor by the Purchaser through **Cheque** bearing **No. 083221,** dated **05-01-2021,** drawn on **State Bank of India,** Vijayanagar, 2nd Stage Branch, Mysore payable at Mysore as an advance amount at the time of this sale agreement.
2. An amount of **Rs.19,50,000/-(Rupees Nineteen Lakh Fifty Thousand only)** has been paid to the Vendor by the Purchaser by the way of loan amount disbursed to the Purchaser from **Axis Bank Limited,** Mysore through **Demand Draft** bearing **No. 453601,** dated **29-01-2021,** drawn on **Axis Bank Limited,** Mysore payable at Mysore, in favour of the Vendor at the time of registration of this absolute sale deed in the presence of witnesses.

In the above said manner, the Vendor has received the entire sale amount of **Rs. 20,00,000/- (Rupees Twenty Lakh only)** from the Purchaser towards the full and final settlement of the consideration for the sale of the schedule mentioned property. Thus, the Vendor acknowledges the receipt of the same and the Vendor hereby sells, transfers, all her rights, title in interest in the said schedule property and set over vacant possession of the schedule property to the Purchaser as absolute owner from here on and forever.

1. **MARKETABLE TITLE:**

That, the Vendor assures the Purchaser that she has good marketable title to the schedule mentioned property and has the absolute right to transfer the same and to give possession, further the Vendor assures to the Purchaser that the schedule mentioned property hereby conveyed and every part thereof, is free from all encumbrances, court attachments, liens, defects in title, taxes, charges, notice of acquisitions, transfers, minor claims, demands, etc., that the Vendor hereby states and confirms that she is the true, lawful and absolute owner of the schedule mentioned property and she has not acted in any way or in any manner which has resulted in curtailing, abrogating or restricting her said rights of absolute ownership in the schedule mentioned property in any manner and to any extent and she is vested with good and marketable title and full ownership of the schedule mentioned property.

1. **TITLE FOREVER:**

That the Vendor has granted the Purchaser to have and to hold the schedule mentioned property by the way of this Absolute Sale Deed together with writings and other evidences of title, for the use of the Purchaser absolutely and forever as owner thereof to the exclusion of the Vendor and all other persons claiming through and under the Vendor.

1. **OUTGOING:**

That the Vendor assures to the Purchaser that, the amount due to any Government or Semi-Government or other Statutory bodies in the form of taxes, rates, cess, etc. are duly paid till this date.

1. **DELIVERY OF DOCUMENTS:**

That the Vendor on the date of registration of this Absolute Sale Deed has handed over all the original documents, pertaining to the schedule mentioned property to the Purchaser. The Purchaser hereby acknowledges the receipt of the same.

1. **VACANT POSSESSION:**

That, the Vendor on the date of registration of this Absolute Sale Deed has delivered the actual physical peaceful vacant possession of the schedule mentioned property to the Purchaser and the Vendor covenants with the Purchaser that the Purchaser shall here-in-afterwards have full and absolute ownership thereof, peacefully and quietly hold, possess and enjoy the schedule mentioned property without any interruption, hindrance, disturbance, obstruction, claim or demand whatsoever from the Vendor or any other person claiming through or under the Vendor.

1. **LAWFUL ACTS:**

That, the Vendor also covenants with the Purchaser that the Vendor shall at the request and cost of the Purchaser do, execute, create or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule mentioned property sold under this absolute sale deed in the manner aforesaid according to the true intent and meaning of this absolute sale deed.

1. **KHATHA TRANSFER:**

That, the Vendor has no objection for the Khatha of the schedule mentioned property being changed and registered in the name of the Purchaser in the records of the concerned authority. Further the Vendor has no objection towards any other change/transfer required to be made in favour of the Purchaser in the records of any other concerned authority.

1. **INDEMNITY CLAUSE:**

That, the Vendor also covenants to Indemnify the purchaser against all losses, expenses, damages or inconvenience that may be caused to the Purchaser for the reason of want of title on the part of the Vendor to sell the same to the Purchaser and/or for reason of any defect in the title of the schedule mentioned property sold to the Purchaser.

1. **STAMP DUTY AND REGISTRATION EXPENSES:**

That, the stamp duty and registration expenses for the registration of this absolute sale deed is borne by the Purchaser.

1. **CONSENTING WITNESSES:**

The Vendor’s Son - **Sri. M. PRAKASH (Aadhaar No. - 4383 8907 8358)**, S/o Late D. Madanayaka, aged about 56 years, residing at No.133, 3rd Cross, Siddalingeshwara Layout, J.P.Nagar, Mysore - 570008,

And the Vendor’s Daughter - **Smt. SHOBHA M. (Aadhaar No. - 8004 2184 7995)**, W/o Rachanayaka, aged about 48 years, residing at No. EWS 203, Hebbal, 1st Stage, Lakshmikantha Nagar, Mysore - 570017,

Both of them have expressed their consent for the execution of this Absolute Sale Deed and have signed as the Consenting Witnesses.

**SCHEDULE OF PROPERTY**

All that piece and parcel of the schedule mentioned residential property bearing **Site No. 05,** situated in **“Sadhana Layout”**, 1st Stage, 3rd Phase, Belawadi Village, Yelawala Hobli, Mysore Taluk, Mysore, formed and developed by **Chethana House Building Co-Operative Society Limited, Mysore** in an extent of 06 Acres 6½ Guntas of residential converted land in Survey numbers - 172/1, 172/2, 174/1, 174/2, 174/3 and 195/2 of Belawadi Village, Yelawala Hobli, Mysore Taluk, Mysore and bounded on,

### East by : Road

### West by : Survey No. 195/1

### North by : Site No. 06

### South by : Site No. 04

Measuring **East to West (16.7 +16.4)/2 meters** and **North to South 12.4 meters,** totally measuring **205.22 square meters**.

**In Witnesses whereof** the Vendor and the Purchaser have affixed their signatures to this Absolute Sale Deed, hereunder in the presence of witnesses and consenting witnesses, at Mysore city on the day, month and year, first above mentioned.

**WITNESSES: CONSENTING WITNESSES:**

1. **1.**

(M. PRAKASH)

**2.**

(SHOBHA M.)

2.

(PADMA)

**VENDOR**

(LIKITH H.S.)  **PURCHASER**