**ABSOLUTE SALE DEED**

This Deed of Sale of the Schedule mentioned property is made on this the 1st day of September Two Thousand and Twenty Three (01-09-2023) by,

**Sri. L. KISHORE KUMAR**(Pan No.BKOPK5285J &Aadhaar No. 864718144607), aged about 52 years, S/o. Sri. M. Lingappa, residing at No. 1117, 7th A Cross, Near Magic Tree Kids School, Kanakadasanagara, 3rd Stage Dattagalli, Chamaraja Mohalla, Mysore-570033 hereinafter called the **VENDOR**(which expression shall mean and include his heirs, executors legal successors, representatives and assigns, wherever the context or meaning so requires or permits);

**IN FAVOUR OF**

**Sri. DILIP KUMAR. R**(Pan No. BSFPD8747P &Aadhaar No. 9152 3509 2985)aged about 33 years, S/o. Sri. H. R. Ramesha, residing at No. 85, A Block, Near Niveditha Park, Anandanagar, ChamarajaMohalla, Mysore-570022hereinafter called the **PURCHASER** which expression unless repugnant to the context means and includes his heirs, assigns, successors, executors and representatives in interest:-

###### NOW THIS DEED WITNESSETH AS FOLLOWS

Whereas the Vendor is the absolute owner of the schedule mentioned property bearing **Site No. 1982**, situated at Dattagalli 3rd Stage, ChamarajaMohalla, Mysore, measuring **East to West 12.00 Meter and North to South 18.00 Meter**, morefully described in the schedule below.

Whereas schedule mentioned property was allotted Sri. Lingappa. M under Land Looser Scheme on 26-6-1992 by MUDA., and got possession certificate on 24-7-1997 and khatha has been registered in his name on 14-12-1999 vide No. 1029, Page 32, Book 17, and obtained Sale (Title) Deed on 5-2-2004 and the same has been registered as document No. MYS-1-12793-2003-04 of Book-I, stored in CD No.MYSD-11, in the Office of the Sub-Registrar, Mysore South, Mysore and he has paid property tax to the concerned authority.

Whereas Sri. Lingappa. M expired on 17-11-2005 leaving behind his wife Smt. Padma and children’s namely Sri. L. Kishore Kumar, Smt. L.PavithraKumari, Smt. L. Bharathi and Smt. L. Chandrakala, after the death of Lingappa. M the said property came to his legal hires and obtained family survival certificate on 30-5-2011 from Deputy Tahasildar, Mysore Taluk, Mysore.

Whereas the Vendor filed a suit against his mother and sister’s regarding the schedule mentioned property at IN THE COURT OF THE II ADDL. SENIOR CIVIL JUDGE AND CJM, MYSORE, O.S No. 363/2004, and the Final Decree drawn in favour of the Vendor Sri. L. Kishore Kumar on 15-11-2020, and the same has been registered as document No. MYS-1-05697-2010-11 of Book-I vide CD No. MYSD-152 in the Office of the Sub-Registrar, Mysore South, Mysore, and Khatha has been transferred in favour of Vendor on 18-3-2011 vide No. 1029, Page. 32, Book-17 at MUDA., and got Form No. 3 from MCC on 10-9-2020 and paid upto date property tax to the concerned authority and enjoying the same without any obstructions or interference from any other persons.

The Vendor has agreed to sell the schedule property to the Purchaser, for his necessity for the consideration mentioned hereunder and the Purchaser has agreed to purchase the schedule property for the consideration mentioned hereunder.

**NOW THIS DEED WITNESSETH AS UNDER:**

1. **ABSOLUTE SALE:**

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

1. **CONSIDERATION:**

That the consideration for the sale of the schedule property is **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)** paid by the Purchaser to the Vendor in the following manner :-

1. A sum of **Rs. 7,00,000/- (Rupees Seven Lakhs only)** through Cheque No. 911974 of State Bank of India, Market Branch, Mysore, dated 14-8-2023,
2. A sum of **Rs. 8,00,000/- (Rupees Eight Lakhs only)** through RTGS vide Ref No. CRE8357832, dated 14-8-2023 ,
3. A sum of **Rs. 80,000/- (Rupees Eighty Thousand only)** remitted by the Purchaser to Income Tax Department as T.D.S. towards sale of schedule property on behalf of the Vendor vide Acknowledgement No. AK08224834 BSR Code No. 0002271, Challan No. 440066, dated 31-8-2023.
4. A sum of **Rs**. **45,00,000/-(Rupees Forty Five Lakhs only)** through Cheque/ DD No. 461570, of ICICI Bank \_\_\_\_\_\_\_\_ Branch, Mysore, Dated 31-8-2023,
5. A sum of R**s. 19,20,000/- (Rupees Nineteen Lakhs Twenty Thousand only)** through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in favour of Vendor, at the request and authorization of the Purchaser and paid on this day at the time of Registration of the Sale Deed before the Witnesses.

In the said manner the Vendor has received entire sale consideration of **Rs. 80,00,000/- (Rupees Eighty Lakhs Only)** from the Purchaser in full and final settlement before the undersigned witnesses.

1. **MARKETABLE TITLE:**

That the Vendor assures the Purchaser that he has good, marketable title to the schedule property and he has right to transfer the same and to give possession. Further the Vendor assure to the Purchaser that the schedule property is free from all encumbrances, court attachments, notice of acquisitions, transfer, minor claims, etc.

1. **TITLE FOREVER:**

That the Vendor grant to the Purchaser ‘to have and to hold’ the schedule property for the use of the Purchaser absolutely and forever together with writings and other evidences of title.

1. **OUTGOING:**

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

1. **DELIVERY OF DOCUMENTS:**

That the Vendor on the date of registration of this Sale Deed have delivered all the original documents 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 Deed of Sale has delivered actual physical peaceful vacant possession of the schedule property to the Purchaser and hereinafter at all times, the Purchaser as full and absolute owners thereof peacefully and quietly hold, possess and enjoy the schedule property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person claiming through or under them.

1. **LAWFUL ACTS:**

That the Vendor shall at the request and cost of the Purchaser do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever for future and more properly conveying and assuring the schedule property in the manner aforesaid according to the true intent and meaning of this deed.

1. **KHATHA TRANSFER:**

That the Vendor has no objection for the khatha of the schedule property transferred and registered in the name of the Purchaser in the records of competent 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 competent authority.

1. **INDEMENITY CLAUSE:**

The Vendor also covenants to indemnify the Purchaser against all losses and damages 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 defect in the property sold to the Purchaser.

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

That the stamp duty and registration expenses for the registration of this Deed of Sale shall be borne by the Purchaser.

**SCHEDULE OF THE PROPERTY**

All that piece of the residential property bearing **Site No. 1982**, situated at Dattagalli 3rd Stage, ChamarajaMohalla, Mysore, bounded as follows :-

East by : Property No. 1983

West by : Property No. 1981

North by : \_\_\_\_\_\_\_ Feet Road

South by : Property No. 2030

Measuring East to West **18.00** Meters and North to South **12.00** Meters, in all measuring **216.00 Square Meters**of Vacant Site.

In witnesses whereof the Vendor and the Purchaser have signed and executed this deed of sale on the day, month and the year above mentioned.

Witnesses: -

1.

VENDOR

PURCHASER

2.