### **ABSOLUTE SALE DEED**

This **DEED** is executed on this **27th** day of **December** Two Thousand and Twenty-One **(27-12-2021)** by,

1. **Sri. D. MANJUNATH** (Aadhar No.338741233015) S/o. B.Dhanakotty aged about 44 years, residing at No.36/2, 8th Cross, 4th Main, Vinayaka Nagar, Mysore – 570012.
2. **Sri. VASANTH KUMAR** (Aadhar No. 565659796975) S/o. Late.B. Jagadeesh aged about 40 years, residing at No.36/2, 8th Cross, 4th Main, Vinayaka Nagar, Mysore – 570012.

Hereinafter called the **“VENDORS”** (which term unless repugnant to the context shall mean and include his heirs, assignees and legal representatives etc.,) of the One part,

**IN FAVOUR OF**

1. **Smt. BHAGYALAKSHMI B.S** C/o Late. T Mayura (Aadhar No.5278 9782 2746), Aged about 53 years, residing at No.110, 4th Main Road, 1st Floor, Kuvempunagar, 2nd Cross, M Block, Mysuru – 570023. Hereinafter referred to as the **“VENDEE”** of the OTHER PART.

Whereas;

The property detailed in the schedule is the self-acquired property of the Vendor having purchased the same vide Sale Deed dated 22/12/2017 from Mr. Mahadevegowda and others. The said Sale Deed was registered at the office of the Sub-registrar Mysuru West, Mysuru as document no.MYW-1-07347-2017-18, stored in C.D. No.MYWD93 on 22/12/2017. Thereafter the Mysuru Urban Development Authority, Mysuru transferred the Khata to the name of the Vendor vide Khata endorsement no 44729/21-22 Dated 18-10-2021.

The Vendor represents to be the absolute owner having marketable right, title and interest in his over the property detailed in the schedule that being his self-acquired property. The Vendor was interested towards the sale of the property detailed in the schedule to meet hisfinancial requirement and for better management of the available resources and was on the look-out for a prospective Purchaser.

The Purchaserwasalso on the lookout for a similar property to purchase. The Purchaseron information about the sale of the property detailed in the schedule by the Vendor, contacted the Vendor and obtained copies of the documents of title pertaining to the said property.

The Purchaserafter obtaining the legal opinion as to the marketable title of the Vendor in respect of the property detailed in the schedule and after inspecting the said property, got satisfied and discussed all the terms pertaining to the sale with the Vendor. Accordingly, this DEED OF ABSOLUTE SALE is now executed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

The Vendee has paid the sale consideration to the Vendor **Rs.10,40,000/- (Rupees Ten Lakh Forty thousand only)** by the way following manner.

1. **Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only)** by way of cheque No. **347005** drawn on **SBI bank** dated **26/10/2021** to the vendor Sri. Manjunath D.
2. **Rs. 1,20,000/- (Rupees One Lakh Twenty thousand only)** by way of cheque No. **091232** drawn on **SBI bank** dated **26/10/2021** to the vendor Sri. Vasanth Kumar J.
3. For balance consideration of **Rs. 8,00,000/- (Rupees Eight lakh only)** purchaser availed housing loan from HDFC Ltd., The said financial institution issued bankers cheque bearing No. **499261** for **Rs. 4,00,000/- (Rupees Four lakh only)** drawn on **HDFC Bank Ltd** dated **24.12.21** to the vendor Sri. Manjunath D & **Rs. 4,00,000/- (Rupees Four lakh only)** by way of bankers cheque bearing No. **499262** drawn on **HDFC Bank Ltd** dated **24.12.21** to the vendor Sri.Vasanth Kumar J.

The total Sale Consideration of **Rs.10,40,000/- (Rupees Ten Lakh Forty thousand only)** to the Vendors (parties to the first part). The Vendors has acknowledged the receipt of the entire sale consideration for the full and final settlement and further acknowledges that there is no balance from the Vendee in respect of this sale.

The Vendors have handed over the vacant possession of the schedule property to the Vendee this day in front of the witnesses, who have affixed their signatures to this document, free from all encumbrances. The Vendors hereby covenant that hereafter the Vendee become the absolute owner of the schedule property. The Vendee having taken possession of the schedule property can enter upon, possess and enjoy the same without any hindrance from anybody calming under or through the vendors.

The vendors assure that as on today the Khatha of the schedule property is standing in the name of vendor. The vendor has stated no objection to the vendee to get the Khatha transferred to her name and to pay future Tax to the authority. The vendors assure that the schedule property is not subject to any civil litigation in any court of law and further assures that the schedule property is not subject to any court attachments, lien, maintenance charge or minor interest. The vendor further assures that the schedule property is also not subject to any surety.

The vendors have handed over copy of all the documents of title of the property, and revenue documents like Khatha, Tax paid receipts pertaining to the schedule property to the vendee this day before the witnesses. The vendors assure that they have not sold the schedule property to any other person/s except to the vendee by virtue of this sale. The vendor assure that they have conveyed the absolute right, title and interest to the Vendee in respect of the schedule property through this sale. The Vendors further assure and undertake to execute any other document at a future dates in favor of the vendee in case any legal necessity.

The developer’s share of sites and the land owner’s share of sites have been identified and allotted. The schedule property is part of the Developer share and the land owners have no manner of right, title or interest what so ever over the schedule property.

The terms and expression vendors and vendee include their heirs, Administrators, successors, attorney holders, legal representatives, respectively.

**SCHEDULE**

All that piece and parcel of residential site bearing **No.40** measuring **East to West 15.00** meter and **North to South 9.00** meter consists of area measuring **135.00** Square meters, formed in the alienated land bearing Sy.No.244, which was developed by **M/s. IVANKA Builders and Developers, ‘Sri Sidhivinayaka Layout’** situated at Nagawala village, Elwala Hobli, Mysore Taluk, the sites released in favour of Vendors by MUDA bounded on:

|  |  |  |
| --- | --- | --- |
| **East by** | **:** | **9.0M Road** |
| **West by** | **:** | **Site No.61** |
| **North by** | **:** | **Site No. 39** |
| **South by** | **:** | **Site No. 41** |

Measuring **East to West : 15.00** meter and **North to South : 9.00** meter consists of area measuring **135.00 Square meter** residential site.

**IN WINTNESSES** whereof the Vendor and the Purchasers have signed and executed this Deed on the day, month and the year above mentioned.

**Witnesses:**

**1)**

**VENDORS**

**2)**

**PURCHASER**