ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 10th day of December, Two Thousand and Twenty one (10/12/2021) by ---

Smt. USHA RANI GARIKIPATI, (AADHAR NO. 552422997166) aged about 60 years, W/o. Dr M.V.S Surya Narayana, residing at No. C-604 NCL Sindhu, Kompally Road Adjecent to Dandamudi Enclave, Dandamudi Enclave, Petbasheerabad Jeedimetla, Medchal- Malkajgri, Thelangala – 500067, hereinafter referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits his legal heirs, survivors, representatives, successors, administrators in-office, executors, agents and assigns of the one part.

IN FAVOUR OF

Sri. SURESHA C N, (AADHAR NO.486856730505) aged about 27 years S/o. Nagaraju C N, Chikkanayakanahalli Village, Bagur Road, Gulsinda Post, Channarayapatna Taluk, Hassan – 573116, hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits her 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 bearing No. 09, measuring East to West: 9.00 mtrs. & North to South: 12.00mtrs. carved out of residential converted land bearing Sy No. 124/3 measuring an extent of 02 Acres 14 Guntas, being formed by the Vendor at Kergalli Village, Jayapura Hobli, Mysore Taluk duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(3)C.R.214/2008-09 dated 18-02-2009 morefully described in the schedule hereunder,

hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the schedule property.

Whereas previously the landed property bearing Sy No. 124/3 measuring an extent of 03 Acres 04 Guntas was the ancestral property of Sri. Hombegowda. On 20-01-2003 the Partition Deed executed between Madegowda and Naganna in respect of the said property and have got 1 Acre 22 Guntas of property individually and the Partition Deed registered in office of the Sub-Registrar, Mysore North, Mysore as document No. 12063 and the khata was transferred in favour of Sri. Madegowda and Naganna at Revenue Authorities of Mysore Taluk and paid tax to the concerned authorities.

On 12-01-2005 the Release Deed executed by Smt. Kenchamma and others the legal heirs of Late. Sannahaidegowda in favour of Sri. Hombegowda the adopted son of Late. Sannahaidegowda and the same been registered in office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-12869/2004-05 of Book I stored at C.D. No. MYND 33.

Whereas the land measuring 02 Acres 14 Guntas was purchased by Sri. Nairuthya.S from Hombegowda, Madegowda and Naganna on 22-12-2005 and the sale deed registered in office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-15582/2005-06 of Book I stored at C.D No. MYND 67 dated 23-12-2005 and the revenue khata was transferred in favour of Sri. Nairuthya.S at Revenue Authorities of Mysore Taluk vide Khata No. 562, M.R.265/2005-06.

Whereas Sri. Nairuthya.S approached the concerned authorities to change the said land from agricultural to non-agricultural residential purpose and on 27-05-2008 the Government of Karnataka converted the said land measuring 02 Acres 14 Guntas to residential purpose

vide its order No. £À.C.E.212.ªÉÄÊ.C.¥Áæ.2008. As per the said orders by the Government of Karnataka Sri. Nairuthya.S approached the concerned authorities to alienate the said lands from agricultural purpose to residential purpose as per the application submitted by Sri. Nairuthya.S on 13-10-2008. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(2)C.R.240/08-09 dated 06-11-2008. Based on that report, the Deputy Commissioner have directed to pay Rs.76,844/- as Alienation charges and Rs.55/- as podi fee as per the directions, Sri. Nairuthya.S has remitted the above sum through Challan No. 25 dated 21-01-2009. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(3)C.R.214/2008-09 dated 18-02-2009 and the layout plan approved by the Town Planning Authority, MUDA, Mysore after collecting a sum of Rs. 2,05,000/- vide challan No. 238816 dated 24-04-2017 and the granted work order vide No. ªÉÄÊ.£À.¥Áæ.¦.©/SÁ§/ 1199/2017-18 dated 25-04-2017.

Whereas Sri. Nairuthya.S formed and developed the residential layout as per the terms and conditions of MUDA and provide the basic amenities such as Road, electricity connection, water connection along with development of park and civic amenities plot. The schedule property is one such site released by MUDA authorities vide No. ªÉÄÊ.£À.¥Áæ/£À.AiÉÆÃ.±Á:«£Áå¸À:55:2017-18 dated 17-04-2018. And the khata of the schedule property bearing Site No. 09 registered in favour Sri. Nairuthya. S by Mysore Urban Development Authority on 17-04-2018 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.vÁ.19734/2018-19 and paid tax to the concerned authorities.

Whereas the said site bearing No. 09 was purchased by the vendor from Sri. Nairuthya. S on 31-05-2018 and the sale deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-01887/2018-19 of Book I stored at C.D No. MYWD101 dated

31-05-2018 and the khata of the said property was transferred in favour of the vendor by Mysore Urban Development Authority, Mysore after collecting the transfer fee of Rs. 5725/- vide challan No. 19956 dated 21-61-2018 and the obtained Khata transfer certificate on 21-06-2018 vide No.MY/NA/PRA/KAA.VA 18669/18-19 and the vendor paid upto date site tax to the concerned authorities. The vendors constructed the house as per the approved plan sanctioned by MUDA on 13-07-2018 vide No. ªÉÄÊ£À¥Áæ:£ÀAiÉÆÃ:¥Áæ¥Àæ¥À:569/2018-19. & Obtained completion report on 25-01-2021 via No. MY.NA.PRA/VA.KA-7/121/2020-21. The Vendors paid upto date property tax to the concerned authorities and enjoying the same as absolute owner without obstruction or interference from any other person.

The schedule property is the self acquired property of the Vendor and has got absolute right to alienate the schedule property as he likes. Now the vendor is in the actual physical possession of the property and the said property is the 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 bearing **House No. 09** measuring East to West: 9.00 mtrs. &

North to South: 12.00 mtrs to the purchaser for a valuable sale consideration of **Rs. 55,00,000/- (Rupees Fifty Five 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.55,00,000/- (Rupees Fifty five Lakhs only) received by the vendor from the purchasers in the following manner :-

1. Rs.5,00000/- (Rupees Five Lakh only) by way of online transfer ref No.HDFCR52021081358662454 dated 13/08/2021,
2. Rs.3,45,000/- (Rupees Three Lakh Forty Five thousand only) by way of online transfer Ref No.BARBH202111181322829222 dated 18/11/2021,
3. Rs.4,85,000/- (Rupees Four Lakh Eighty Five thousand only) by way of online transfer Ref No.BARBH21323879750 dated 18/11/2021,
4. Rs.15,000/- (Rupees Fifteen thousand only) by way of online transfer Ref No.BARBV21335364332 dated 30/11/2021,
5. A sum of Rs. 55,000/- (Rupees Fifty Five 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 E-tax Acknowledgement No. AI7235292, BSR Code No.0242465 Challan Sl. No. 14409 dated 07/12/2021.
6. and for balance consideration of Rs. 41,00,000/- (Rupees Forty One Lakh only) purchaser availed a Housing Loan from ICICI Bank, disbursed vide a bankers cheque bearing No.257056 drawn on ICICI Bank dated 30.11.2021 before undersigned witness at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of **Rs.55,00,000/- (Rupees Fifty Five 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 his. The PURCHASER 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 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. In case of any such dispute or claim arises in future, the vendor shall clear the same at his own costs and risks. In case the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchase against the same.

The vendor do hereby covenants with the purchaser that he 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 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, water and electricity khata along with deposit amount and other documents transferred to their 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 property bearing property bearing House No. 09, in the layout measuring East to West: 09.00 Mtrs., North to South: 12.00 Mtrs. in all 108.00 Sq. Mtrs, carved out of residential converted land bearing Sy No. 124/3 measuring an extent of 02 Acres 14 Guntas, being formed by the Vendor at Kergalli Village, Jayapura Hobli, Mysore Taluk duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(3)C.R.214/2008-09 dated 18-02-2009 bounded as follows:-

### East by : House No 10,

### West by : House No 08,

### North by : 9.M Road,

### South by : Survey No.124/3.

Measuring East to West : 09.00 Mtrs, North to South : 12.00 Mtrs measuring 108.00 Sq. Mtrs, along with 66.50 square Mtr ground and 66.50 square Mtr first floor RCC building total measuring 133.00 Sq. Mtrs. of built up area.

### This Deed of Sale is prepared on 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.

##### **Witnesses:-**

1.

VENDOR

2.

**PURCHASER**