**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this 30thday of Septemberin the year 2022 **(30-09-2022)** by and between-----

**SMT.SUREKHA (Aadhaar No. 8165 0216 3454)**, aged about 56 years, W/o. Late. Rangaraju.N.S, residing at No. 151, 1st Main, 4th Cross, CFTRI Layout, Bogadi 2nd Stage, Mysore-570 026, hereinafter referred to as the **SELLER,** (which expression shall unless repugnant to the context mean and include his heirs, successors, executors, assigns, administrators and representatives-in-interest) of the **ONE PART**:

# **AND**

**SRI. AJITH KUMAR P (Aadhaar No. 4680 2826 2680)**, aged about 51 years, S/o. B.G.Dsouza, residing at No. 74, Chamundi Vihar layout, Nazarbad, Mysore-570 010. Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context mean and include her heirs, successors, executors, assigns, administrators and representatives -in-interest) of the **SECOND PART;**

Whereas the seller is the absolute owner and in possession of the residential **Site No. 04,** measuring **East to West : 10.972800000000001, North to South : 6.096 totally measuring 66.89 Sq.Mtrs,** as per Hinkal Grama Panchayath records **Property No. 975/4,** and **Unique No. 152200400600120603**, situated at Hinkal Village, Kasaba Hobli, Mysore Taluk Morefully described in the schedule below.

And whereas the schedule property was purchased by the seller Smt. Surkha from Smt. Sannamma, Sri.Naganna, Sri.Eshwara, Sri.Prakasha, Sri.Krishna represented by their GPA Holder Sri. M.A.Sudhir Kumar on 09-11-2004 and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-**09645**/2004-05 of Book I stored at CD No. MYND 28 and the khata of the said property was transferred in favour of the seller at Hinkal Grama Panchayath and obtained Form No. 9 and 11A. The seller paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. Now the seller is in the actual physical possession of the property and the said property is self-acquired property of the seller. Thus the seller is enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the Sale deed, the Seller 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 Seller has purchased the schedule property out of his self-earned funds, that is to say, the schedule property is absolute and self-acquired property. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Seller is in need of funds in order to meet some of her legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs. 15,00,000/- (Rs. Fifteen Lakh only)** for which, the purchaser has 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. 15,00,000/- (Rs. Fifteen Lakh only)** received by the seller from the purchaser in the following manner :-

1. A sum of **Rs. 5,00,000/- (Rs. Five Lakh only)** by way of cheque bearing No. **000002** dated **30-09-2022** drawn on **Bank of Baroda,** Nazarbad, Mysore
2. A sum of **Rs. 5,00,000/- (Rs. Five Lakh only)** by way of cheque bearing No. **000003** dated **30-09-2022** drawn on **Bank of Baroda,** Nazarbad, Mysore
3. A sum of **Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand only)** by way of cheque bearing No. **000004** dated **30-09-2022** drawn on **Bank of Baroda,** Nazarbad, Mysore
4. A sum of **Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand only)** by way of cheque bearing No. **000005** dated **30-09-2022** drawn on **Bank of Baroda,** Nazarbad, Mysore before undersigned witnesses.

That in consideration of payment of the entire sale consideration of **Rs. 15,00,000/- (Rs. Fifteen Lakh only)** made by the purchaser to the seller as stated above, thus, the seller acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the seller 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 seller 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 seller. 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 seller hereby assures the purchaser that she has not willingly or unknowingly done or been a party to any act or things, whereby the right, title and interest of the seller on the schedule property or any part thereof shall or can be impeached. The seller further assures the purchaser that she has full and unrestricted right in and over the schedule property hereby conveyed.

The seller 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 seller 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 seller shall reimburse and compensate the purchaser against the same.

The seller do hereby covenants with the purchaser that she 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 seller 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 seller 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 seller further covenants with the purchaser that she 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 has also entitled to get the khatha and all other documents transferred to his name in respect of the schedule property, for which, the seller has ‘No objection’.

The seller 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 bearing **Site No. 04,** measuring **East to West : 10.972800000000001, North to South : 6.096 totally measuring 66.89 Sq.Mtrs,** present as per Hinkal Grama Panchayath records **Property No. 975/4,** and **Unique No. 152200400600120603**, situated at Hinkal Village, Kasaba Hobli, Mysore Taluk and bounded on :-

East by : Road

West by : Private Property

North by : Private Property

South by : Road

**As per Hinkal grama panchayath**

**Records :-**

**Property No. : 975/4**

**Unique No. : 152200400600120603**

**Resolution No. : 6-11/03/2015**

**& Date**

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 Seller 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.**

(SMT.SUREKHA)

**SELLER**

**2.**

(SRI. AJITH KUMAR P)

**PURCHASER**