ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 30th day of December, Two Thousand and Twenty (30-12-2020) by ---

SRI. GURUNATH KRISHNA PRABHU (PAN No. AEUPP9587R) (ADHAR NO. 7588 4213 1670) aged about 47 years, S/o. Sri. Krishna Vinayaka Prabhu, residing at 35, 5th Cross, Skyline Solistice, B Block, No.201, OMBR Layout, Banasawadi, Bangalore-560043. hereinafter referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits his/her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

SMT. GAYATHRI D SHANBHAG (PAN No. BBHPS7958E) (ADHAR NO. 4005 7835 1077) aged about 53 Years, W/o. Sri. Rajeeva B.S, residing at No. 1099, 7/4 Deva Parthiva Road, Chamarajpuram, Mysore-570005. hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits his/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 property bearing Site No. 31, measuring East to West : 15.00 Mtrs, North to South : 9.00 Mtrs., totally measuring 135.00 Sq.Mtrs (1453.14 Sq.Ft) carved out of converted land bearing Sy.No.231/1 measuring 3 Acres 25 Guntas, and Sy.No.231/2 measuring 4 Acres situated at Jayapura village Jayapura hobli Mysore Taluk, morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the scheduled property.

Whereas, the scheduled property having been allotted to the vendor from Mrs. Zulekhabi @ Julekhabi, Mrs. Fathima Bi, Mr. Abdul Ameer Jan @ Ameer Jan, Mrs.Rahamath Jan Khan @ Rahamath Bi, Mr. Mohammed Yosuff, Mr.Abdul Mutalif, Mrs.Salma Begum @ Salma Bee, Mr. Abdul Subhan, Mrs.Mubeen Taj represented by their GPA Holder and developer M/s.GSS Project Consultants private Limited represented by its Managing Director Sri. D.Srihari via Sale deed on 20-05-2013 and the same has been registered in the office of the Sub-Registrar Mysore West Mysore as document No. MYW-1-01409/2013-14 of Book I stored at C.D.No. MYWD-8 dated 20-05-2013 and the vendor registered the khata in his favour at Jayapura Grama Panchayath and obtained form 9 and 11A and paid upto date tax to the concerned authorities. The scheduled property is the self acquired property.

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 is the absolute owner of the schedule property and has no fetters what so ever to sell it. The Vendor 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 Vendor is in need of funds in order to meet some of his legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.7,60,000/- (Rupees Seven Lakh Sixty Thousand 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.7,60,000/- (Rupees Seven Lakh Sixty Thousand only) received by the vendor from the purchaser in the following manner:-

1. A sum of Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand only) received by way of Cheque No. 880173 on 30-12-2020 through Canara Bank, Chamaraja Mohalla Branch, Mysore
2. A sum of Rs.3,80,000/- (Rupees Three Lakh Eighty Thousand only) received by way of Cheque No. 880174 on 07-01-2021 through Canara Bank, Chamaraja Mohalla Branch. Mysore

That in consideration of payment of the entire sale consideration of Rs.7,60,000/- (Rupees Seven Lakh Sixty Thousand 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. 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 assures 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 vendor 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 vendor shall reimburse and compensate the purchaser against the same.

INDEMNITY : The vendor do hereby covenants with the purchaser that personally and from out of his properties, he shall save harmless and indemnify and keep the purchaser indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, equities, 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 indemnifies the purchaser that since he is absolute owner of the schedule property, he indemnifies against any claims at any time by/from any of his family members claiming any right over the schedule property and keep the purchaser indemnified against such claims.

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 Vendor assures the Purchaser that he has paid up to date tax and that there are no arrears to be paid.

The purchaser is also entitled to get the Panchayath Khata and all other documents transferred to his 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 bearing Site No. 31, measuring East to West : 15.00 Mtrs, North to South : 9.00 Mtrs., totally measuring 135.00 Sq.Mtrs (1453.14 Sq.Ft) carved out of converted land bearing Sy.No.231/1 measuring 3 Acres 25 Guntas, and Sy.No.231/2 measuring 4 Acres situated at Jayapura village Jayapura hobli Mysore Taluk, and bounded by:-

### East by : Road

### West by : Site No. 24

### North by : Site No. 32

### South by : Site No. 30

AS PER JAYAPURA GRAMAPANCHAYATH RECORS

Property No. : J/647/231/2013/14/31

Unique No. : 152200423082020712

Resolution No. & date : 9-15/03/2016

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 Vendor has executed this deed of absolute sale in favour of the vendor & purchaser on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDOR

2.

PURCHASER