ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 14th day of December, Two Thousand and Twenty (14-12-2020) by ---

SRI. MALLIKARJUNA.D.R (PAN No. AFVPM4085M) (ADHAR NO. 3290 9722 1332) aged about 42 years, C/o. D.S.Rajashekar, residing at 32/1, “BELADINGALU”, 10th A Main, 16th Cross, Malleshwaram, Bangalore-560055. 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

Sri. MANJUNATH.C (PAN No. BUTPM7801H) (ADHAR NO. 5288 2586 3992) aged about 30 Years, S/o. Sri. Chandra,

Smt. DEVAMMA.M (PAN No. CLHPD0432K) (ADHAR NO. 9108 8388 1801) aged about 53 Years, W/o. Sri. Chandra, Both are residing at No. 2184, 4th Cross, 3rd Stage, Kanakadasanagar, Chamaraj Mohalla, Mysore-570022. hereinafter referred to as the PURCHASERS, 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. 204, measuring East to West : 12.00 Mtrs, North to South : 18.00 Mtrs., totally measuring 216.00 Sq.Mtrs (2400 Sq.Ft) formed by JUDICIAL EMPLYOEES HOUSE BUILDING CO-OPERATIVE SOCIETY, 1st Stage Mysore in sy no. 17/1, 17/2, 5/1, 15, 16/1, 18/1, 18/2, 19, 20, 21, 22/2, 22/3, 22/4, 23/1, 23/2, 23/3, 24 and 26/1 situated at kergalli 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 Sri. Basavaraj Haladal on 16-11-2006 from JUDICIAL EMPLYOEES HOUSE BUILDING CO-OPERATIVE SOCIETY after the full payment of the said site and obtained Title Deed (Sale Deed) from the said society on 07-12-2006 and the same has been registered in the office of the Sub-Registrar Mysore North Mysore as document No. MYN-1-24120/2006-07 of Book I stored at C.D.No. MYND-124 dated on 07-12-2006 and obtained Possession Certificate from the said society on dated 07-12-2006 and registered the khata in his favour by MUDA on 22-10-2013 vide No. 204, of Book 01 at page No. 51.

Whereas Sri. Basavaraj Haladal has executed a sale deed on 20-10-2014 in favour of Smt. Meenakshi and Sri.N.Udaya Kumar and the same has been registered as Document No. MYW-1-05912/2014-15 of Book I stored at C.D.No. MYWD-35 dated 20-10-2014 and the joint Khatha was registered in their favour vide Khatha No. 204, of Book 01 at page No. 51 on 12-12-2014 at Mysore urban Development Authority, Mysore.

And Sri. Mallikarjuna.D.R purchased a said site from Smt. Meenakshi and Sri.N.Udayakumar via sale deed and same has been registered in the office of the Sub Registrar mysore West Mysore as Doc No. MYW-1-01603/2020-21 stored at CD No. MYWD-477 dated 25-06-2020. And the khatha has registred in favour of vendor Sri.Mallikarjuna.D.R at Mysore urban Development Authority, Mysore. Vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-38463/2020-21 dated 21-11-2020 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 purchasers for a valuable sale consideration of Rs.40,00,000/- (Rupees Fourty Lakh only) for which, the purchasers 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. 40,00,000/- (Rupees Fourty Lakh only) received by the vendor from the purchasers in the following manner:-

1. A sum of Rs.50,000/-(Rupees Fifty Thousand) received by way of NEFT Ref No. N328201316565824 on 23-11-2020 purchasers Account No. 22821140004487, IFSC Code HDFC0002282, HDFC Bank, Maligaon in favour of vendor Account No. 497705010050134, IFSC Code UBIN0549771, Union Bank of India, 2nd Stage, Rajajinagar, Bangalore.
2. A sum of Rs.7,50,000/-(Rupees Seven Lakh Fifty Thousand) received by way of NEFT vide No. N343201333713031 on 08-12-2020.
3. The purchasers have availed a Loan facility from HDFC Bank Ltd Mysore of Rs.32,00,000/-(Rupees Thirty Two Lakh) received by way of D.D/Chequ No. 133607 dated 14-12-2020 drawn on HDFC Bank Ltd. Mysore at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of Rs. 40,00,000/- (Rupees Fourty Lakh only) made by the purchasers 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 purchasers 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 PURCHASERS 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 purchasers 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 purchasers that he has full and unrestricted right in and over the schedule property hereby conveyed.

The vendor hereby further assures the purchasers 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 purchasers suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchasers against the same.

INDEMNITY : The vendor do hereby covenants with the purchasers that personally and from out of his properties, he shall save harmless and indemnify and keep the purchasers 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 purchasers 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 purchasers 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 purchasers indemnified against such claims.

The vendor further covenants with the purchasers 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 purchasers.

The purchasers 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 Purchasers that he has paid up to date tax and that there are no arrears to be paid.

The purchasers is also entitled to get the MUDA 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 purchasers, today itself.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing bearing Site No. 204, measuring East to West : 12.00 Mtrs, North to South : 18.00 Mtrs., totally measuring 216.00 Sq.Mtrs (2400 Sq.Ft) formed by JUDICIAL EMPLYOEES HOUSE BUILDING CO-OPERATIVE SOCIETY, 1st Stage Mysore in sy no. 17/1, 17/2, 5/1, 15, 16/1, 18/1, 18/2, 19, 20, 21, 22/2, 22/3, 22/4, 23/1, 23/2, 23/3, 24 and 26/1 situated at kergalli village Jayapura hobli Mysore Taluk, and bounded by:-

### East by : Property No. 203,

### West by : Property No. 205,

### North by : Property No. 167,

### South by : Road.

Measuring East to West : 12.00 Mtrs, North to South : 18.00 Mtrs., totally measuring 216.00 Sq.Mtrs (2400 Sq.Ft).

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 s on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDOR

2.

PURCHASERS