ABSOLUTE SALE DEED

DRAFTED BY:-

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No.2800, K-11, 2nd Main,

Chamundipuram Mysore-8

**🖁: 99451-55117**

This Deed of Sale of the schedule mentioned property is made on this Twenty Fifth day of April, Two Thousand and Nineteen **(25-04-2019)** by and between at Mysore ----

1. Smt. SUCHITA NAGARAJ, (PAN No. AHBPN6369H) aged about 33 years, D/o. Sri.Nagaraj.H.N represented by her GPA Holder her father Sri. Nagaraj.H.N
2. Sri. NAGARAJ.H.N, (PAN No. AAQPN1460P), (ADHAR No. 6763 6708 9858) aged about 68 years, S/o. Late. Nanjundaiah.H.S, both are residing at No. 237, Shalimar Bangalow Park, Sukhliya, Indore-452010, Hereinafter referred to as the “VENDOR” (which term shall mean and include his heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest.)

###### IN FAVOUR OF

**Sri.** **SIDDARAM DANGE (PAN No. EHCPS2317R),** **(ADHAR No.3312 8751 4338)** aged about 41 years, S/o. Sri.Shivaray Dange, residing at Muttaiah Badavane Piriyapatna Taluk, Piriyapatna, Mysore-571107, Hereinafter referred to as the **“PURCHASER”** (which expression wherever the context or meaning so requires of permits means and includes his/her heirs, executors, legal representatives and assigns).

WITNESSETH AS FOLLOWS:-

Whereas the vendor is the absolute owner and in possession of the residential property bearing **House No. 255,** situated in **“K.B.L.GARDENIA”** formed in residentially converted lands bearing Survey Nos. 176/2, 177/1A, 177/1B, 177/2B, 180/1, 180/2, 180/3, 183/1P2, 183/2, 183/3, 183/4, 184, 185, 186, 189, 190/2, 190/3, 190/4, 190/5A, 190/6 total extent of Acres 38-28.08 Guntas, at **Belavadi Village**, Yelwala Hobli, Mysore Taluk which was morefully described in the schedule below.

Whereas agricultural land bearing Survey Nos. 176/2, 177/1A, 177/1B, 177/2B, 180/1, 180/2, 180/3, 183/1P2, 183/2, 183/3, 183/4, 184, 185, 186, 189, 190/2, 190/3, 190/4, 190/5A, 190/6 total extent of Acres 38-28.08 Guntas, situated at **Belavadi Village**, Yelwala Hobli, Mysore Taluk measuring East to West : 12.00 mtrs, North to South : 9.4 mtrs morefully described in the schedule below which was purchased by the vendors from Sri.Kiran.N on 18-09-2013 and the same has been registered as document No. MYW-1-**05013**/2013-14 of Book-1 stored in C.D. No. MYWD-16 dated 18-09-2013 in the office of the Sub-Registrar, Mysore West, Mysore. And Khatha has been transferred in favour of the vendors on 28-09-2013 in MUDA vide No.146, page 37 of Book 02 and they have constructed the building as per sanctioned plan from MUDA on dated 22-10-2013 after the completion of the building got Completion Report on date 14-05-2014 and assessed home tax from MUDA on 19-05-2015 and paid upto date property Tax to the concerned office and enjoying the same without any obstructions or interference from any other persons. The schedule mentioned property is self acquired property of the vendors.

And whereas, since from the date of registration of the Sale Deed the Vendors 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 schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

And whereas, the Vendors is in need of funds in order to clear loans and to meet some of his legal necessities and family needs and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs.38,75,000/- (Rs. Thirty Eight Lakh Seventy Five Thousand 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.38,75,000/- (Rs. Thirty Eight Lakh Seventy Five Thousand only)** received by the vendor from the purchaser in the following manner :-

1. The purchaser availing Housing Loan from Axis Bank Ltd, Mysore, and the vendor received the sale consideration of **Rs.36,76,034/- (Rs. Thirty Six Lakh Seventy Six Thousand Thirty Four only)** from the PURCHASER by way of Demand Draft bearing No. **067616** dated 25-04-2019 drawn on Axis Bank Ltd., Mysore Branch,
2. A sum of **Rs. 1,98,966/-(One Lakh Ninety Eight Thousand Nine hundred and Sixty Six Only)** received by way of RTGS vide UTR No.SBINR52019042500039067 dated 25-04-2019 before undersigned witness at the time of Registration of this Sale Deed.

In the said manner the Vendor received the entire sale consideration of **Rs.38,75,000/- (Rs. Thirty Eight Lakh Seventy Five Thousand only)** from the Purchaser, thus the vendors acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the vendors 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 vendors. 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 vendors hereby assures the purchaser that he has not willingly or unknowingly done or has 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 vendors further assures the purchaser that they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendors do hereby covenants with the purchaser that they 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 vendors 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 vendors 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 vendors 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 has also entitled to get the MUDA khata, water and electricity khata along with deposit amount and other documents transferred to his name in respect of the schedule property, for which, the vendor has ‘No objection’.

The vendors have handed over all the 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 the Residential Property bearing **House No. 255,** measuring East to West : 15.00 Mtrs, North to South : 5.14 Mtrs, situated in **“K.B.L.GARDENIA”** formed in residentially converted lands bearing Survey Nos. 176/2, 177/1A, 177/1B, 177/2B, 180/1, 180/2, 180/3, 183/1P2, 183/2, 183/3, 183/4, 184, 185, 186, 189, 190/2, 190/3, 190/4, 190/5A, 190/6 total extent of Acres 38-28.08 Guntas, at **Belavadi Village**, Yelwala Hobli, Mysore Taluk and bounded as follows:-

### East by : Road,

### West by : Site No. 267,

### North by : Sy.No.183/5,

### South by : Site No. 256.

Measuring **East to West : 12.00 Mtrs, North to South : 9.40 Mtrs,** totally measuring **112.80 Sq.Mtrs**, having constructed house on it with a plinth Area of 134.74Sq.Mtrs of Ground and First Floor RCC, Vetrified Building together with water electricity and sanitary connections.

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

**Witnesses:-**

**1)**

**VENDORS**

2)

PURCHASER