ABSOLUTE SALE DEED

DRAFTED BY:-

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

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**🖁: 99451-55117**

This Deed of Sale of the schedule mentioned property is made on this Twenty Ninth day of August, Two Thousand and Eighteen **(29-08-2018)** by and between at Mysore ----

**Sri. K. SHIVARAM**

**(PAN No. ACRPS1647M)**

S/o. Sri. K. Subbanna Gowda

aged about 59 years

residing at No. 39, U.P.Mansion

2nd Floor, S-7 ,11th Main Road

16th Cross, Malleshwaram

Bangalore-560 003

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

Smt. JANHAVI. M

(PAN No. ADMPJ6115C)

W/o. Sri B.R.Narayana

aged about 55 years

residing at No. 179, “Rajatha Dhama”

4th Cross, 3rd Main, Kanaka Layout

BSK 2nd Stage,

Bangalore-560 070

Hereinafter referred to as the “PURCHASER” (which expression wherever the context or meaning so requires of permits means and includes her heirs, executors, legal representatives and assigns).

WITNESSETH AS FOLLOWS:-

Whereas the Vendor is the absolute owner and in possession of the schedule mentioned residential property bearing **Site/Plot No. 17, “KARLE HABITAT”** carved out of residential converted land bearing Sy No. 12/1, 13/1, 13/2, 13/3, 13/4, 14, 89/2 & 90/5 situated at Dattagalli Village, Kasaba Hobli, Mysore Taluk, measuring East to West : 30.00 feet (9.14 Mtrs), and North to South : 40.00 feet (12.19 Mtrs) which was morefully described in the schedule below.

Whereas the said property was purchased by the vendor Sri. K. Shivaram from M/s. Karle Habitat represented by its Partner Sri. Mahendra Karle on 24-01-2011 and the sale deed registered in office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-**19037**/2010-11 of Book I stored at C.D No. MYND 262 and the khata of the said property was registered in favour of the vendor by Mysore Urban Development Authority, Mysore on 03-10-2013 vide No. 132 of Book 02 at pages 02.

The vendor paid upto date site tax to concerned authority and kept the property free from all encumbrances. Now the vendor is in the actual physical possession of the property and the said property is 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 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 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. 28,50,000/- (Rs. Twenty Eight Lakh Fifty 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. 28,50,000/- (Rs. Twenty Eight Lakh Fifty Thousand only)** received by the vendor from the purchaser in the following manner :-

1. A sum of **Rs. 5,00,000/- (Rs. Five Lakh only)** by way of Demand Draft bearing No. **009239** dated 19-07-2018 drawn on IDBI Bank, 4th Block Jayanagar Branch, Bangalore as advance.
2. The purchaser availing Housing Loan from IDBI Bank., and the vendor received the balance sale consideration of **Rs. 23,50,000/- (Rs. Twenty Three Lakh Fifty Thousand only)** from the PURCHASER by way of Demand Draft bearing No. \_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_ Bank Ltd., Mysore Branch 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. 28,50,000/- (Rs. Twenty Eight Lakh Fifty Thousand only)** from the Purchaser, 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 she 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 vendor further assures the purchaser that she has full and unrestricted right in and over the schedule property hereby conveyed.

The vendor 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 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 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 khata and 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 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 **Site/Plot No. 17, “KARLE HABITAT”** carved out of residential converted land bearing Sy No. 12/1, 13/1, 13/2, 13/3, 13/4, 14, 89/2 & 90/5 situated at Dattagalli Village, Kasaba Hobli, Mysore Taluk, measuring East to West : 30.00 feet (9.14 Mtrs), and North to South : 40.00 feet (12.19 Mtrs) and bounded on:-

### East by : Site/Plot No. 18,

### West by : Site/Plot No. 16,

### North by : Site/Plot No. 24,

### South by : Road.

Measuring **East to West : 30.00 feet (9.14 Mtrs), and North to South : 40.00 feet (12.19 Mtrs).,**

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)**

**VENDOR**

2)

PURCHASER

DRAFTED BY:-

**K. R. UDAYA KUMAR**

###### Document Writer

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