ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 27th day of June, Two Thousand and Twenty Two (27/06/2022) by ----

Smt. POOJA SRIRAM (PAN No. CWPPS3772N, Aadhaar No. 2116 0519 4219), aged about 34 years, W/o. Sri. Venu Madhav, residing at No. 1010, 5th Main, E & F Block, Ramakrishna Nagar, Mysore-570 022, hereinafter referred to as the VENDOR, which expression shall mean and include wherever the context so requires or admits her legal heirs, survivors, representatives, successors, administrators in-office, executors, agents and assigns of the one part.

IN FAVOUR OF

Sri. CHANDRAKANT RAO (PAN No. AWDPR0747G, Aadhaar No. 4513 5881 4871), aged about 63 years, S/o. Sri. V. Rajamadhava Rao, residing at No. 771, 3rd Cross, Gokulam 3rd Stage, V.V. Mohalla, Mysore-570 002, hereinafter referred to as the “PURCHASER”, which expression shall mean and include wherever the context so requires or admits his 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 House No. 13, measuring East to West : 15.00 mtrs and North to South : 9.00 Mtrsbeing formed and developed in non-agricultural residential converted land bearing Survey No. 57/3 (Old No. 57/2) an extent of 3 Acres 15 guntas situated at Kergalli Village, Jayapura Hobli, Mysore Taluk duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(3)C.R.111/2007-08 dated 05-01-2009 and the Layout Plan has been duly approved by the Town Planning Authority of MUDA, Mysore morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas the landed property bearing Sy No. 57/3 (Old No 57/2) an extent of 3 Acres 15 Guntas was purchased by Sri. H.P.Manjunath from Sri.Marigowda and others on 10-07-2006 and the same has been registered in the office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-11200-2006-07 of Book I stored at C.D.No. MYND-102 and the khata was transferred in favour of Sri. H.P.Manjunath for Sy. No. vide mutation registered No. 37/2006-07 as Khata No. 152. And the said agricultural property was alienated from agricultural purpose to residential purpose as per the application submitted by Sri. H.P.Manjunath on 22-10-2007. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(2)C.R.257/ 07-08 dated 09-11-2008. Based on this report, the single window screening committee given direction to pay Rs.1,10,274/- as Alienation charges and Rs.55/- as podi fee as per the directions, the applicant has remitted the above sum through Challan No. 92 dated 04-02-2008. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, issued the alienation Order No. ALN(3)C.R.111/2007-08 dated 05-01-2009. And WHEREAS Sri. H.P.Manjunath executed the deed of relinquishment in favour of Governor of Karnataka on 26-12-2013 and the same has been registered in the Office of the Additional District Registrar, Mysore Urban Development Authority, Mysore as document No. MDA-1-02427/2013-14 of Book-1 to relinquish Roads and park space to the concerned authorities and have granted permission to Sri. H.P.Manjunath to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc after obtaining a layout plan approval from Town Planning Authority, Mysore Urban Development Authority, Mysore vide No. ªÉÄÊ.£À.¥Áæ/ £À.AiÉÆÃ/«£Áå¸À/134/2013-14 dated 21-01-2014. The vendor also obtained C.D. Report from MUDA vide No. ªÉÄÊ.£À.¥Áæ/¦.©.SÁ§/918/2013-14 dated 03-05-2014. The khatha of the schedule property was registered in favour of Sri.H.P.Manjunath by Mysore Urban Development Authority Mysore on 14-08-2014 vide No. 21 of Book 05, at pages 15 and paid tax to the concerned authorities.

Whereas the site bearing No. 13, measuring East to West : 15.00 mtrs and North to South : 9.00 Mtrs was purchased by the vendor Smt. Pooja Sriram on 15-10-2014 from Sri.H.P.Manjunath and the sale deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-05784/2014-15 of Book I stored at C.D No. MYWD 35 and the khata was transferred in favour of the vendor after collecting the transfer fee of Rs. 1200/- vide challan No. 111337 dated 21-10-2014 and obtained Khata Transfer Certificate on 23-10-2014 vide No. 13 of Book 5 at pages 13. The vendor constructed the house as per the approved plan sanctioned by MUDA on 12-12-2014 vide No. ªÉÄÊ£À¥Áæ: £ÀAiÉÆÃ: ¥Áæ¥Àæ¥À:1675/2014-15 and also obtained Completion Report from MUDA on 21-04-2016 vide No. ªÉÄÊ.£À.¥Áæ/PÁ.C/ /2016-17 and the house tax assessed by MUDA, Mysore on 26-04-2022 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-OLD-13/2014-15/7 and the Vendor paid upto date property tax to the concerned authorities and enjoying the same as absolute owner without obstruction or interference from any other person.

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 has purchased the schedule property out of her 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 her legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs. 80,00,000/- (Rs. Eighty Lakh 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. 80,00,000/- (Rs. Eighty Lakh only) received by the vendor from the purchaser in the following manner :-

1. A sum of Rs. 80,000/- (Rs. Eighty Thousand only) remitted by the Purchaser to Income Tax Department as T.D.S. towards sale of schedule property on behalf of the Vendor vide Challan No. 04136, Acknowledgement No. AJ3595922 dated 25-06-2022 at State Bank of India, Gandhinagar Branch.
2. A sum of Rs. 1,00,000/- (Rs. One Lakh only) by way of RTGS on 13-06-2022 through Karnataka Bank, Saraswathipuram Branch, Mysore vide UTR No. KARBN22164097848
3. A sum of Rs. 75,00,000/- (Rs. Seventy Five Lakh only) by way of RTGS on 27-06-2022 through Karnataka Bank, Saraswathipuram Branch, Mysore vide UTR No. KARBH22178440712.
4. And the balance sale consideration of Rs. 3,20,000/- (Rs. Three Lakh Twenty Thousand only) by way of RTGS vide UTR No. KARBH22178458082 dated 27-06-2022 drawn on Karnataka Bank, Vijayanagar Branch, Mysore before undersigned witnesses at the time of registration of this sale deed.

In the above said manner the vendor has received the entire sale consideration of Rs. 80,00,000/- (Rs. Eighty Lakh only) from the purchaser and hereby 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 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 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 vendor shall clear the same at her 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 purchase against the same.

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 have also entitled to get the khata, water and electricity khata along with deposit amount and other documents transferred to his name in respect of the schedule property in concerned authorities, 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 the Residential Property bearing House No. 13, measuring East to West : 15.00 mtrs and North to South : 9.00 Mtrs being formed and developed in non-agricultural residential converted land bearing Survey No. 57/3 (Old No. 57/2) an extent of 3 Acres 15 guntas situated at Kergalli Village, Jayapura Hobli, Mysore Taluk duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(3)C.R.111/2007-08 dated 05-01-2009 and the Layout Plan has been duly approved by the Town Planning Authority, of MUDA, Mysore bounded as follows:-

East by : Private Property

West by : 9.00 Mtrs Road

### North by : Site No. 12

South by : Site No. 14

### Measuring **East to West : 15.00 mtrs and North to South : 9.00 Mtrs in all measuring 135.00 Sq.Mtrs** along with 77.25 Sq.Mtrs of Ground Floor and 67.15 Sq.Mtrs of First Floor RCC Vitrified Flooring building together with water, electricity and sanitary connections thereon.

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 purchaser 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

###### Licence No.03/2009-10 (N)

###### No.1047/17, 6th Cross, 2nd Main,

###### Vidyaranyapuram, Mysore-8

# 🖁: 93421-82298.