### ABSOLUTE SALE DEED

THIS DEED OF SALE is made and executed on this 17th day of March, Two Thousand and Twenty One (17-03-2021) at Mysore, by and between --

SRI.K.SWAMY (PAN No. BWLPK8079D, ADHAR NO. 4520 0291 5292), aged about 43 years, S/o. Late. Karishetty , residing at No. 29, Kergalli Village & Post, Jayapura Hobli, Mysore, Here in after known as the “Vendor” (which expression unless repugnant to the context means and includes his heirs, assigns successors and representatives in interest: of the one part)

## IN FAVOUR OF

SRI. S. HARI PRASAD (PAN No. AGZPH9642, ADHAR NO. 2306 1695 8918), aged about 33 years, S/o. Sri. Shanmugasundaram, residing at No.250, Vaiyapuri Nagar, 2nd Cross, Kanur, Sengunathapuram, Tamil Nadu-639002. Here in after known as the “PURCHASER” of the other part (the terms the Purchaser wherever the context admits shall mean and includes his/her heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

NOW THIS DEED WITNESSETH AS FOLLOWS

Whereas, the Vendor is the absolute owner and in possession of residential property bearing Corner Site No. 570/ODD EWS, Property No. 186 EWS 570/ODD, Unique No. 152200425113021020, KHB Colony, Kenchalagud, Jayapura Hobli, Mysore measuring East to West : 7.00 Mtrs., North to South : 9.00 mtrs. Totally measuring 63.00 Sq.Mtrs., situated at Kenchalagud Village, Jayapura Hobli, Mysore Taluk, 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 schedule site was purchased by vendor Sri. K. Swamy from Karnataka Housing Board through Auction sale of Corner site via sale deed on 03-07-2020 and same has been registered in the office of the Sub-Registrar, Mysore West, Mysore

as document No. MYW-1-01936/2020-21 of Book I stored at C.D.No. MYWD-483. The khata of the schedule property registered in favour of the vendor at Dhanagahalli Grama Panchayath and the vendor paid upto date tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession and enjoyment of the said property. The schedule 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 purchase and the 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 his self-earned funds, that is to say, the schedule property is his 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 necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.15,00,000/- (Rupees Fifteen 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**

The entire sale consideration of Rs.15,00,000/- (Rupees Fifteen Lakh only) paid by the Purchaser to the Vendor in the following manner:-

1. A sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_ Only) to the Vendor by way of Cheque No. \_\_\_\_\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_ Branch, \_\_\_\_\_\_\_\_\_\_\_ in favour of the vendor on before undersigned witness at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration Rs.15,00,000/- (Rupees Fifteen Lakh only) received by the Vendor from the Purchaser 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 themselves, 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 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 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 purchase against the same.

The vendor do hereby covenants with the purchaser that he 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 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 and all other documents transferred to their 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 Corner Site No. 570/ODD EWS, Property No. 186 EWS 570/ODD, Unique No. 152200425113021020, KHB Colony, Kenchalagud, Jayapura Hobli, Mysore measuring East to West : 7.00 Mtrs., North to South : 9.00 mtrs. Totally measuring 63.00 Sq.Mtrs., situated at Kenchalagud Village, Jayapura Hobli, Mysore Taluk, and bounded by:-

### East by : Road,

### West by : Site No. 569 EWS

### North by : Site No. 571 EWS,

### South by : Road.

**In witnesses whereof** the Vendor and the Purchaser have signed and executed this deed of agreement on the day, month and the year above mentioned.

WITNESSES:

1)

(SRI.K.SWAMY)

VENDOR

2)

(SRI. S. HARI PRASAD)

PURCHASER