ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 16th day of December, Two Thousand and Twenty (16-12-2020) by,

Sri. THILAK.K.R (PAN No. ARMPT6825F, ADHAR NO. 5964 5267 5838) aged about 41 years S/o. Sri. Raghavaiah.K.S, residing at Kumbaladalu Village, Hodavada Post, Madikeri Taluk, Kodagu District. Hereinafter referred to as the VENDOR/SELLER which expression shall mean and include wherever the context so requires or admits her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

Sri. MADAN.K.C (PAN No. BONPM7939C, ADHAR NO. 3658 0411 6386 ) aged about 29 years S/o. Chandra Shekhar.K.S, residing at No. Kundacherry Village, and post office, Madikeri taluk, Kodagu District. Hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits their heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the Vendor is the absolute owner and in possession of residential Site No.196-B (Property No. 759/196B) Unique No. PID.152200404162020204) carved out of the residentially converted lands bearing Sy. No.s 90/2, 95/1, 95/2, 95/5, 102/3, 105, 106, 109/1, 110/2 and 197/2 of MAIDHANAHALLI Village, Yelawala Hobli, Mysore Taluk, and the Layout known as “KUBERANANDHA SAGARA LAYOUT, PHASE-5”, measuring East to West : 12.2 Mtrs, North to South : 9.14 Mtrs totally measuring 111.51 Sq.Mtrs formed and developed by M/s Ess and Ess Infrastructure Private Limited., 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 scheduled property was to the Vendor from Karnataka Telecom Department Employees Co-Operative Society Limited, and the Absolute Sale Deed got registered from M/s Ess and Ess Infrastructure Private Limited., represented by its Director Sri. Sreekanth Daas via sale deed on 04-01-2014 and that sale deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-08291-2013-14 of Book I stored at C.D. No. MYWD-21. There was an error in the sale deed regarding schedule property so the rectification deed has got registered in favour of vendor on 11-07-2018 rectification deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-03524-2018-19 of Book I stored at C.D. No. MYWD-104. And the vendor has got the khata at Koorgalli Grama Panchayath and obtained Form No. 9 & 11A from Koorgalli Grama Panchayath, and the Vendor paid upto date site tax to the concerned authorities 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 Vendor has purchased the schedule property out of their 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 their legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.8,00,000/- (Rupees Eight Lakh 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.8,00,000/- (Rupees Eight Lakh Only) by following manner:-

1. A sum of Rs.5,00,000/-(Rupees Five Lakh) received by way of Cheque No. 904333 dated 18-07-2019 drawn on SBI Madikeri,
2. A sum of Rs.2,50,000/-(Rupees Two Lakh Fifty Thousand) received by way of Cheque No. 904334 dated 29-07-2019 drawn on SBI Madikeri, A sum of Rs.50,000/-(Rupees Fifty Thousand) received by way of Cash paid to the Vendor by undersigned witness at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of Rs.8,00,000/- (Rupees Eight Lakh Only) paid by the purchaser 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 upto 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 they have 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 they have 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 their 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 have also entitled to get the khata and all other documents transferred to her names 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 residential vacant Site No.196-B (Property No. 759/196B) Unique No. PID.15220040 4162020204) carved out of the residentially converted lands bearing Sy. No.s 90/2, 95/1, 95/2, 95/5, 102/3, 105, 106, 109/1, 110/2 and 197/2 of MAIDHANAHALLI Village, Ilawala Hobli, Mysore Taluk, and the Layout known as “KUBERANANDHA SAGARA LAYOUT, PHASE-5”, measuring East to West : 12.2 Mtrs, North to South : 9.14 Mtrs totally measuring 111.51 Sq.Mtrs formed and developed by M/s Ess and Ess Infrastructure Private Limited., bounded by:-

### East by : Site No. 197-B,

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### West by : 9.00 Mtrs Road,

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### North by : Site No. 196-C,

### South by : Site No.196-A.

Measuring East to West : 12.2 Mtrs, North to South : 9.14 Mtrs totally measuring 111.51 Sq.Mtrs

As per 9 and 11A Koorgahally

Grama Panchayath records

The Property bearing No. : 759/196B,

Unique No. : 152200404162020204,

Resolution No & Date : 05/2019-02/02/2019

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 have 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/SELLER

2.

PURCHASER