ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this Seventh day of April, Two Thousand and Twenty One (07/04/2021) by and between ----

1) Sri. K. CHANDRA SHEKHAR (PAN No. ADVPC9116B, Aadhaar No. 8727 1869 8151), S/o. Late. M. Iyyappa, aged about 50 years,

2) Smt. M. VEENA KUMARI (Aadhaar No. 9867 6701 4390), W/o. Sri. K. Chandra Shekhar, aged about 42 years,

3) K. MEDHA SHEKHAR (Aadhaar No. 4661 7804 8129), D/o. Sri. K. Chandra Shekhar, aged about 17 years,

4) K. SHESHAN (Aadhaar No. 3751 6637 9228), S/o. Sri. K. Chandra Shekhar, aged about 13 years, represented by their Minor Guardian Smt. K. Veena Kumari, all are residing at No. 1A, 2nd Block, Srirampura 2nd Stage, Madhuvana Layout, Mysore-570 023, hereinafter collectively referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits their legal heirs, survivors, legal representatives, successors, administrators executors, agents and assigns of the one part.

IN FAVOUR OF

1) Sri. K.R. SATHYANARAYANA (PAN No. AJOPS2226B, Aadhaar No. 7831 1607 5774), aged about 60 years, S/o. Late. K.V. Ramaswamy, residing at No. 905/85, 4th Main, 5th Cross, Vidyaranyapuram, Fort Mohalla, Mysore -570 008

2) Sri. K.R. UDAYA KUMAR (PAN No. AAMPU2279D, Aadhaar No. 6032 0798 4938), aged about 56 years, S/o. Late. K.V. Ramaswamy, residing at No. 1047/17B, F-10, 2nd Main, 6th Cross, Vidyaranyapuram, Fort Mohalla, Mysore -570 008.

Hereinafter collectively 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 vendors are the absolute owners and in possession of the schedule mentioned residential property bearing Site No. 18, measuring East to West : 13.72 Mtrs, and North to South : 14.00 Mtrs., in the residential layout known as “DAMDEN FAUNUS” carved out of residentially converted land bearing Survey No. 26/1 measuring 4-00 Acres situated at Madagalli Village, Yelwala Hobli, Mysore Taluk, converted by the Deputy Commissioner, Mysore District., morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the schedule property.

WHEREAS, the landed property bearing Survey No. 26/1 measuring 4-00 Acres situated at Madagalli Village, Yelwala Hobli, Mysore Taluk which was acquired from M/s. Damden Properties by virtue of sale from Smt. Jayalakshmi W/o. N. Narayan Reddy on 05-05-2008 and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-01361/2008-09 of Book I stored at CD No. MYND 170 for a valuable sale consideration.

Whereas the said agricultural property was converted from agricultural to non-agricultural residential use vide official memorandum bearing No. ALN(1)273/2006-07 dated 15-12-2007 issued by the Deputy Commissioner, Mysore District, Mysore.

Whereas M/s. Damden Properties have formulated a scheme for the development of the schedule A property into a Residential Layout comprising of viable sites.

Whereas M/s. Damden Properties have obtained layout plan sanction from Mysore Urban Development Authority vide sanction order No. MUDA/ CDR/RU/15/2010-11 dated 10-05-2010 and sites release order No. MUDA/PB/KHABA/353/2010-11 dated 19-02-2011 and sites Release order No. MUDA/PB/KHABA/353/2012-13 dated 23-08-2012.

Whereas the said scheme envisages the formation of the residential layout known as “DAMDEN FAUNUS” consisting of 56 viable sites.

The schedule property bearing Site No. 18 measuring East to West : 13.72 Mtrs, and North to South : 14.00 Mtrs is one such site of the said layout.

And whereas the said site was purchased by the 1st vendor Sri. K. Chandra Shekhar on 30-08-2012 from M/s. DAMDEN PROPERTIES represented by its Partner Sri. Dennis Basil and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-15214/2012-13 of Book I stored at CD No. MYND 337 and the khata of the said property was registered in favour of the vendor by Mysore Urban Development Authority, Mysore vide No. 97 of Book I Paramananda III Phase at pages 25. The vendor paid upto date site tax to the concerned authorities. Now the Vendor is in absolute possession and enjoyment of the schedule property peacefully without any obstructions or interference from any other person. Now the Vendor having full right, title and interest in the schedule property and the Vendor is entitled to dispose of the Schedule property in any manner.

And whereas, since from the date of registration of the sale deed, the 1st 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 1st Vendor has purchased the schedule property out of his 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 Vendors are 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. 29,60,000/- (Rs. Twenty Nine Lakh Sixty Thousand 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. 29,60,000/- (Rs. Twenty Nine Lakh Sixty Thousand only) received by the 1st vendor K. Chandra Shekhar from the purchaser K.R. Udayakumar in the following manner :-

1. A sum of Rs. 10,00,000/- (Rs. Ten Lakh Only) by way of Cheque bearing No. 686091 dated 02-04-2021 drawn on State Bank of India, Vidyaranyapuram Branch, Mysore,
2. A sum of Rs. 9,80,000/- (Rs. Nine Lakh Eighty Thousand Only) by way of Cheque bearing No. 686092 dated 07-04-2021 drawn on State Bank of India, Vidyaranyapuram Branch, Mysore,
3. A sum of Rs. 9,80,000/- (Rs. Nine Lakh Eighty Thousand Only) by way of Cheque bearing No. 686093 dated 07-04-2021 drawn on State Bank of India, Vidyaranyapuram Branch, Mysore.

In the said manner that in consideration of payment of the entire sale consideration of Rs. 29,60,000/- (Rs. Twenty Nine Lakh Sixty Thousand only) paid by the purchaser to the vendor as stated above, thus, the vendor 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 themselves, their 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 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 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 they 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 purchasers are 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 purchasers have 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 ‘A’ OF THE PROPERTY

ALL THAT PIECE AND PARCEL of the converted land bearing Survey No. 26/1, measuring 4-00 Acres (converted vide Official Memorandum bearing No. ALN(1)273/06-07 dated 15-12-2007, issued by the Deputy Commissioner, Mysore District, Mysore) situated at Madagalli Village, Yelwala Hobli, Mysore Taluk, Mysore and bounded as follows :-

East by : Land bearing Survey No. 17

and MUDA Layout.

West by : Land bearing Survey No. 26/2

North by : Land in Sy No. 17 & MUDA Layout

South by : Road and land in Survey No. 28 & 27.

# SCHEDULE ‘B’ OF THE PROPERTY

ALL THAT PIECE AND PARCEL of the residential property bearing Site No. 18, measuring East to West : 13.72 Mtrs, and North to South : 14.00 Mtrs., in the residential layout known as “DAMDEN FAUNUS” carved out of residentially converted land bearing Survey No. 26/1 measuring 4-00 Acres situated at Madagalli Village, Yelwala Hobli, Mysore Taluk, Duly converted for residential purpose by the Deputy Commissioner, Mysore District., and bounded on the:

East by : 9.00 Mtrs Road

West by : Site No. 17

North by : 9.00 Mtrs Road

South by : Site No. 19

### Measuring **East to West : 13.72 Mtrs, and North to South : 14.00 Mtrs in all measuring 192.08 Sq.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 this 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.

VENKATESH. N

S/o. V. Narasimhaiah

No. 1108/1, 1st Main, 1st Cross, Vidyaranyapuram, Mysore South, Mysore

1. (K. CHANDRA SHEKHAR)
2. (M. VEENA KUMARI)

(For herself and on behalf

of the minors)

2. VENDOR

SRINIVASA MURTHY. K.N

S/o. Late. Narayanaiah

No. 1331, 2nd Main, 10th Cross, Srirampura, 1st Main, Srirampura, Mysore

1) (K.R. SATHYANARAYANA)

2) (K.R. UDAYAKUMAR)

PURCHASER