ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 21st day of September, Two Thousand and Twenty One (21/09/2021) by ---

Sri. BHAIREGOWDA (Aadhaar No. 2771 3495 1517), aged about 46 years, S/o. Late. Siddegowda, residing at No. 498, Behind Police Station Quarters, Yelwala Village, Yelwala Hobli, Mysore Taluk. Hereinafter referred to as the VENDOR, which expression shall mean and include wherever the context so requires or admits his legal heirs, survivors, representatives, successors, administrators in-office, executors, agents and assigns of the one part.

IN FAVOUR OF

Sri.MADAN. M (Aadhaar No. 6794 5690 0535), S/o. Sri.Mallaiah, aged about 28 years, residing at No. 730, 2nd Stage, Kuvempunagara, Mysore-570 023, hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits his/her/their heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the Vendor is the absolute owner and in possession of the residential property bearing Site No. 13, measuring East to West: (12.62+11.09)/2 mtrs, and North to South:(9.66+7.55)/2 mtrs, in all measuring 102.01 sq.mtrs., carved out of residentially converted land bearing Sy No. 82/1 (0-32.08 guntas) and Sy No. 82/11 (0-32.08 guntas) totally measuring 1 Acre 25 guntas, situated at Maidanahalli Village, Yelwala Hobli, Mysore Taluk, within the administrative jurisdiction limits of Koorgalli Grama Panchayath, 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 agricultural property bearing Sy No. 82/1 (0-32.08 guntas) and Sy No. 82/11 (0-32.08 guntas) totally measuring 1 Acre 25 guntas, situated at Maidanahalli Village, Yelwala Hobli, Mysore Taluk which was purchased by the vendor Sri. Bhairegowda from Sri. Munigowda and others on 13-04-2015 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**00287**/2015-16 of Book I stored at CD No. MYWD 46 and the revenue khata (R.T.C.) of the said lands was transferred in favour of the vendor at the concerned authorities of Mysore Taluk vide No. MR H 52/2014-15 of Khata No. 111.

The said 1 Acre 25 guntas of agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the vendor on 10-07-2015. The Tahshildar of Mysore Taluk has given report vide letter No. ALN(E)PR.34/2015-16 dated 30-09-2015 acknowledgement 05-11-2015, on the basis of that report, the concerned authorities have given direction to pay Rs. 53,111/- as Alienation charges and Rs. 110/- as podi fee. As per the directions, the applicant has remitted the said sum through Challan No. 323 and 329 dated 02-08-2016. On the above grounds, the Deputy Commissioner of Mysore, Mysore District, by Order No. ALN(1)CR 53/ 2015-16 dated 10-08-2016 given permission to use the land for residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc., The Relinquishment Deed executed in favour of Koorgalli Grama Panchayath, Mysore vide Document No. MYW-1-05008/2020-21 of Book-1 stored at CD No. MYWD 545 dated 25-09-2020 registered in office of the Mysore West, Mysore and relinquish road area to the concerned authority and formed and developed the residential layout as per the approved plan sanctioned by the Department of Town and Country Planning authority, Mysore vide No. £ÀUÁæAiÉÆÃ¸À¤ªÉÄÊ/£À.AiÉÆÃ(1)/«.£À.C/565/2020-21 dated 08-09-2020. The competent authorities released the sites in the layout and the khata of the schedule property was registered in favour of the vendor at Koorgalli Grama Panchayath and obtained Form No. 9 & 11A from Koorgalli Grama Panchayath and the vendor has paid upto date property tax to the concerned authorities.

Now 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 meet some of his legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs.6,64,290/- (Rs. Six lakh sixty four thousand two hundred and ninety rupees 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 vendor received the entire sale consideration of **Rs.6,64,290/- (Rs. Six lakh sixty four thousand two hundred and ninety rupees only)** received by the vendor from the purchaser by way of D.D. bearing No.**404660** dated **20-09-2021** drawn on **IDFC First** Bank, Mysore Branch, Mysore, before undersigned witnesses in full & final settlement.

That in consideration of payment of the entire sale consideration of **Rs.6,64,290/-(Rs. Six lakh sixty four thousand two hundred and ninety rupees only)** made 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 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 or anyone claiming under or through his. 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 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 have also entitled to get the revenue khata and all 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 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 Site No. 13, measuring East to West: (12.62+11.09)/2 mtrs. & North to South: (9.66+7.55)/2 mtrs. in all measuring 102.01 sq.mtrs., carved out of residentially converted land bearing Sy No. 82/1 (0-32.08 guntas) and Sy No. 82/11 (0-32.08 guntas) totally measuring 1 Acre 25 guntas, situated at Maidanahalli Village, Yelwala Hobli, Mysore Taluk, within the administrative jurisdiction limits of Koorgalli Grama Panchayath, Mysore and bounded as follows:-

East by : Road,

West by : Sy.No.97,

North by : Sy.No.79,

South by : Sy.No.79.

As per the Koorgalli Grama Panchayath

Form No. 9 & 11A records

The property No. 2050/13

Unique No. 152200404162024370

Resolution No.& Date : 08/2020-21- 05/10/2020

Measuring East to West: (12.62+11.09)/2 mtrs. & North to South: (9.66+7.55)/2 mtrs. in all 102.01 Sq.Mtrs.,

This Deed of Sale is prepared on 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.

##### **Witnesses:-**

1.

VENDOR

2.

**PURCHASER**