ABSOLUTE SALE DEED

This Deed of Absolute Sale of the Schedule mentioned property is executed on this 01st day of March, Two Thousand and Twenty One (01/03/2021) at Mysore by -----

Smt. SHIVAMMA M KURUBAR (PAN No. ALDPK2229B, Aadhaar No. 6707 9583 9751) W/o. Vittal Kuge, aged about 44 years, residing at No. 178/1, Kaveri Main Road, Raghavendra Nagar, Mysore, hereinafter referred to as the VENDOR 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 IN FAVOUR OF

Smt. SHRUTHI. S (Aadhaar No. 6324 0140 4214), D/o. Sri. S.K. Sheshadri, aged about 27 years, residing at No. 8/E, 5th Cross, Dattagalli 3rd Stage, 2nd Phase, Ramakrishna Nagara, Mysore-570 022, hereinafter referred to as the PURCHASER, 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 other part.

Whereas the vendor is the absolute owner and in possession of the Schedule mentioned property bearing Site No. 51, measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs in all measuring 108.00 Sq.Mtrs., carved out of residential converted land bearing Sy.No. 106, 109/1, 2, 110/1, 112 & 113, situated at Nagarthahalli Village, Jayapura Hobli, Mysore Taluk formed and developed by SRI MOOKAMBIKA House Building Co-operative Society (Ltd.) 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 Agricultural Land in Survey No. 109/2, measuring 0-29 guntas, at Nagarthalli Village, Jayapura Hobli, Mysore Taluk, Mysore has been acquired by way of inheritance by one Sri. Mari Gowda, as per Khatha No. 131, IHR 8/85-86. The said Sri. Mari Gowda being the absolute owner along with all his family members (Including female members) have sold the land through executing a Sale Deed in favour of Smt. Noothan P. Shetty dated 23-05-2006, the said Sale Deed has been registered as Document No. MYN-1-5034-2006-07, of Book No. 1 and also stored in CD No. MYND-92, at the office of Sub-Registrar Mysore North, on 23-05-2006.

The Agricultural Land in Survey No. 110/1, measuring 03 Acres 07 Guntas, at Nagarthalli Village, Jayapura Hobli, Mysore Taluk, Mysore has been sold by Sri. Siddegowda his wife and children through executing a Sale Deed in favour of Smt. Noothan P. Shetty dated 03-07-2006, the said Sale Deed has been registered as Document No. MYN-1-10599-2006-07, of Book No. 1 and also stored in C.D. No. MYND-100, at the office of Sub-Registrar Mysore North, on 03-07-2006.

The agricultural Land in Survey No. 109/1, measuring 0-38 Guntas, at Nagarthalli Village, Jayapura Hobli, Mysore Taluk, Mysore has been acquired by way of inheritance by Smt. Maramma and Smt. Shivamma wives of Late. Siddegowda, as per Khatha No. 09, MR No. 33/2006-07. The said Smt. Maramma and Smt. Shivamma being the absolute joint owners along with all their family members have sold the land through executing a Sale Deed in favour of Smt. Noothan. P Shetty dated 16-11-2006, the said Sale Deed has been registered as Document No. MYN-1-22517-2006-07, of Book No. 1 and also stored in CD No. MYND-121, at the office of Sub-Registrar Mysore North, on 16-11-2006.

The Agricultural Land in Survey No. 112, measuring 1 Acre 20 Guntas, at Nagarthalli Village, Jayapura Hobli, Mysore Taluk, Mysore was owned and cultivated by one Sri. Kalegowda, as per Khatha No. 145, MR No. 15/98-99. The said Sri. Kalegowda and his wife Smt. Malamma have sold the land through executing a Sale Deed in favour of Smt. Noothan P. Shetty dated 16-11-2006, the said Sale Deed has been registered as Document No. MYN-1-4844-2006-07, of Book No. 1 and also stored in CD No. MYND-91, at the office of Sub-Registrar Mysore North, on 16-11-2006.

The Agricultural Land in Survey No. 112, measuring 20 Guntas, at Nagarthalli Village, Jayapura Hobli, Mysore Taluk, Mysore has been sold by Sri. Chikkane Gowda and his family members through Sale Deed in favour of Smt. Noothan. P Shetty dated 16-11-2016, the said Sale Deed has been registered as Document No. MYN-1-22526-2006-07, of Book No. 1 and also stored in CD No. MYND-121, at the office of Sub-Registrar Mysore North, on 16-11-2016.

The ownership of Agricultural Land in Survey No. 113, Measuring 2 Acre 36 Guntas, at Nagarthalli Village, Jayapura Hobli, Mysore Taluk, Mysore has been acquired by Sri. Kempachegowda by virtue of Partition Deed and got transferred the mutation in his favour, vide Khatha No. 151, MR No. 15/1998-99. The said Sri. Kempachegowda and his family members have sold the land through executing a Sale Deed in favour of Smt. Noothan P. Shetty dated 14-12-2006, the said Sale Deed has been registered as Document No. MYN-1-24696-2006-07, of Book No. 1 and also stored in CD No. MYND-125, at the office of Sub-Registrar Mysore North, on 14-12-2006.

The Mutation of the lands have been transferred in favour of Smt. Noothan. P Shetty by the revenue Authority, as per the mutation register extract dated 30-01-2013, vide MR No. 70/2009-10.

After acquiring the ownership of the land measuring 10 Acres 10 Guntas Smt. Noothan P. Shetty has made an application for change of land use.

The said agricultural lands have been converted for the purpose of forming a residential layout by obtaining on order of Alienation from the office of Deputy Commissioner of Mysore dated 25-04-2009, vide Alienation No. ALN (3) CR-43/2008-09.

Rs. 36,94,250/- has been paid to Mysore Urban Development Authority towards the development charges through Bank challan dated 24-12-2010.

Rs. 25,82,300/- has been paid to Mysore Urban Development Authority towards the Water and Underground Drainage connection, as per the order of the Authority dated 27-02-2007.

Rs. 6,11,500/- has been paid to Mysore Urban Development Authority towards the Civil Development of Layout charges through Bank challan dated 11-07-2012.

The Relinquishment Deed has been executed by Smt. Noothan P Shetty in favour of Mysore Urban Development Authority dated 18-02-2012, the said Relinquishment Deed has been registered as Document No. MDA-1-01587/2011-12 of Book No. 1 and also stored in CD No. MDAD 43 at the office of the Additional District Registrar, MUDA, Mysore on 22-02-2012.

The residential layout has been formed, as per the approved layout plan approved by the Mysore Urban Development Authority dated 18-04-2012.

The Mysore Urban Development Authority has also issued release order dated 08-10-2012.

As per the Agreement between Sri. T. Prabhakar Shetty, Smt. Noothan P Shetty and Sri. Prasanna Kumar Hegde with Sri. Mookambika House Building Co-operative society Limited., dated 06-09-2007 the residential layout has been developed for the benefit of the members of the society, as per the Urban Development Act.

Whereas, the vendor is the member of the society and has applied for residential site the said society allotted the schedule site in favour of the vendor on 30-04-2014 and obtained Title Deed (Sale Deed) from the said society on 06-08-2014 and the same has been registered in the office of the Sub-Registrar Mysore West, Mysore as document No. MYW-1-05457/2014-15 of Book I stored at C.D. No. MYWD-35 dated 30-09-2014 and obtained Possession Certificate from the said society on 01-10-2014 and transferred the khata in favour of the vendor by Mysore Urban Development Authority, Mysore after collecting transfer fee of Rs. 600/- vide challan No. 122491 dated 07-11-2014 and obtained khata transfer certificate on 30-08-2019 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-NEW-51/19-20 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 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 his self-earned funds, that is to say, the schedule property is her 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 clear loans and 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. 15,00,000/- (Rs. 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

In pursuance of the entire sale consideration of Rs. 15,00,000/- (Rs. Fifteen Lakh only) received by the vendor from the purchaser in the following manner : -

1) A sum of Rs. 7,50,000/- (Rs. Seven Lakh Fifty Thousand only) by way of cheque bearing No. 990479 dated 01-03-2021 drawn on Karnataka Bank, Saraswathipuram Branch, Mysore

2) A sum of Rs. 7,50,000/- (Rs. Seven Lakh Fifty Thousand only) by way of cheque bearing No. 208922 dated 01-03-2021 drawn on Canara Bank, Saraswathipuram Branch, Mysore before undersigned witness at the time of Registration of this Sale Deed.

In the said manner that in consideration of payment of the entire sale consideration of Rs. 15,00,000/- (Rs. Fifteen Lakh 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. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by herself, her 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. In case, the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchaser 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 has also entitled to get the khata and other documents transferred to her name in respect of the schedule property, for which, the vendor has ‘No objection’.

The vendor has handed over all the 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 Site No. 51 measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs in all measuring 108.00 Sq.Mtrs., carved out of residential converted land bearing Sy.No. 106, 109/1, 2, 110/1, 112 & 113, situated at Nagarthahalli Village, Jayapura Hobli, Mysore Taluk formed and developed by SRI MOOKAMBIKA House Building Co-operative Society (Ltd.) and bounded by :-

#### East by : Site bearing No. 42

West by : Road

### North by : Site bearing No. 52

South by : Site bearing No. 50

Measuring East to West : 12.00 Meters, North to South : 9.00 Meters in all measuring 108.00 Sq.Meters.

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.

VENDOR

2.

PURCHASER

DRAFTED BY:-

K. R. UDAYA KUMAR

###### Document Writer

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