ABSOLUTE SALE DEED ST No. 184

This Deed of Absolute Sale is made and executed on this 17th day of January, Two Thousand and Twenty Two (17-01-2022) -

BY: SRI. SATISH CHANDRA.C.J

(PAN No. ADSPJ2079D)

(AADHAAR No. 7332 1572 9059)

S/o. Sri. N.Jogigowda

Aged about 44 years,

Residing at No.661, 27th Main,

16th Cross, J P Nagar

2nd Stage, Mysore-570008

Hereinafter called the “VENDOR/SELLER” (which term shall mean and include his/her legal heirs, legal representatives, administrators, successors, executors and assignees) of the ONE PART

IN FAVOUR OF :

SRI. HARISH KUMAR.D

(PAN No. ABWBH0049K)

(AADHAAR No. 6135 2773 1562)

S/o. Dasaratha Ram Prasad

Aged about 41 years &

Smt. K. RUBINA PONNAPPA

(PAN No. AKMPR4617C)

(AADHAAR No. 3602 0371 6758)

W/o. Harish Kumar. D

Aged about 39 years

Both are residing at No. 574, Anugraha

Judicial Layout, Behind Christ Public School

Near Chamundeshwari Chowltary,

Kergalli, Bogadi, Mysore-570026.

Hereinafter called the “PURCHASERS/BUYERS” (which term shall mean and include his/her/their legal heirs, legal representatives, administrators, successors, executors and assignees) of the OTHER PART.

WITNESSETH AS FOLLOWS:-

Whereas the vendor is the absolute owner and in possession and enjoyment of the residential property bearing Site No. 184, carved out of the residentially converted lands bearing Survey Numbers 29, 30/1, 30/2, 30/3, 30/4, 31, 36/1, 36/2, 37/2, 37/3, 37/4, 39/1, 40/3A, , 40/3B, 41/2, 41/3, 41/6, 42/2A6, 42/2B2, 55/1, 55/2, 70/1, 70/3, 70/4, 70/5, 71/2 totally measuring an extent of 40 Acres 14 Guntas of Nagarthahalli villag, Jayapura Hobli, Mysore Taluk, and the layout known as “SRI TRIPURAMBA RAILWAY BADAVANE” measuring East to West : 9.00 meters and North to South : 12.00 meters totally measuring 108.00 Sq.Mtrs., Morefully described in the scheduled hereunder, hereinafter called the scheduled property.

Whereas, Originally the scheduled property was allotted to Sri. N.Jogigowda from the South Western Railway Employees Co-Operative Society Ltd., Mysore (North) Mysore on 06-08-2019. And registered a Absolute Sale Deed on 20-08-2019 from South Western Railway Employees Co-Operative Society Ltd., Mysore (North) Mysore represented by it’s Director Sri. S.Chandrappa via sale deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-05062-2019-20 of Book I stored at C.D. No. MYWD-277 and the vendor obtained a possession certificate on 21-08-2019 and received the khatha in the name of Sri. N. Jogigowda at Mysore Urban Development Authority vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-29984/19-20 dated 27-09-2019 and the Sri. N. Jogigowda has paid upto date site tax to the concerned authorities and kept the property free from all encumbrances.

After that Sri.N.Jogigowda executed a Gift Deed in favour of the vendor Sri. Satish Chandra. C.J on 07-11-2019 via Gift Deed registered in office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-07980-2019-20 of Book I stored at C.D. No. MYWD-331 dated 07-11-2019 and the vendor has obtained khatha in his favour at Mysore Urban Development Authority vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-31083/19-20 dated 27-11-2019 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 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 legal necessities and has therefore decided to sell the schedule property to the purchasers for a valuable sale consideration of Rs.6,80,400/- (Rupees Six lakh Eighty Thousand and Four Hundred only) for which, the purchasers 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.6,80,400/- (Rupees Six lakh Eighty Thousand and Four Hundred only) received As below stated :-

A sum of Rs.6,80,400/- (Rupees Six lakh Eighty Thousand and Four Hundred only) received by way of D.D. No. 084687 dated 17-01-2022 drawn on HDFC Bank.

That in consideration of payment of the entire sale consideration of Rs.6,80,400/- (Rupees Six lakh Eighty Thousand and Four Hundred only)made by the purchasers 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 purchasers 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 him. The PURCHASERS 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 purchasers 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 purchasers that he has full and unrestricted right in and over the schedule property hereby conveyed.

The vendor hereby further assure the purchasers 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 purchasers suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchase against and claims of whatsoever nature and the vendor shall also at all reasonable time hereinafter keep the purchasers 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 purchasers 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 purchasers.

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 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 purchasers, today itself.

SCHEDULE OF THE PROPERTY

All that piece and parcel of residential vacant Site No. 184, carved out of the residentially converted lands bearing Survey Numbers 29, 30/1, 30/2, 30/3, 30/4, 31, 36/1, 36/2, 37/2, 37/3, 37/4, 39/1, 40/3A, , 40/3B, 41/2, 41/3, 41/6, 42/2A6, 42/2B2, 55/1, 55/2, 70/1, 70/3, 70/4, 70/5, 71/2 totally measuring an extent of 40 Acres 14 Guntas of Nagarthahalli villag, Jayapura Hobli, Mysore Taluk, and the layout known as “SRI TRIPURAMBA RAILWAY BADAVANE” measuring East to West : 9.00 meters and North to South : 12.00 meters totally measuring 108.00 Sq.Mtrs., and bounded on :

East by : Site No. 185

West by : Site No. 183

North by : 9.00 Mtrs Road

South by : Site No. 167 & 168

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 has executed this deed of absolute sale in favour of the purchasers on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

(Sri. Satish Chandra.C.J)

VENDOR

2.

(SRI.HARISH KUMAR.D)

(Smt. K. RUBINA PONNAPPA)

PURCHASERS