### ABSOLUTE SALE DEED

**THIS DEED OF ABSOLUTE SALE** is made and executed on this 22nd day of October, Two Thousand and Twenty **(22-10-2020)** at Mysore, by and between: -

Mr. H.N. PREMKUMAR (PAN No. AENPP8982K), aged about 78 years, S/o. Sri. H.H. Nanjundashetty, residing at Flat No. 410, B Block, Mythri Arcade, Saraswathipuram, Chamaraja Mohalla, Mysore, Hereinafter referred to as the “VENDOR” represented by his G.P.A Holder Mr. H.P. SRINATH, aged about 50 Years S/o. H N Premkumar (G.P.A duly registered as document No. MYS-4-00080/2020-21 of Book 4 stored at C.D No. MYSD 717 dated 07-07-2020 registered in office of the Sub-registrar, Mysore South, Mysore) which term shall mean and include his legal heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest of the one part:

###### AND

**Miss. KAVYA H S (PAN NO. COOPK5681R)**, aged about 31 years, D/o. Shivappa Swamy residing at Hanchipura Village and Post H D Kote Taluk Mysore District - 571121 hereinafter referred to as the **“PURCHASER”** which expression shall unless repugnant to the context mean and includes his/her/their legal heirs, successors, assigns, executors, administrators, and representatives in interest of the **OTHER PART:**

### Whereas, the Vendor is the absolute owner and in possession of residential property bearing Site No. 91, in the layout known as “Sai Prem Gardenia” measuring East to West : 12.00 Mtrs, North to South : 9.00 Mtrs carved out of residentially converted land bearing Sy No. 50 (5 Acres 12 guntas) and Sy No. 51/1 (1 Acre 18 guntas) situated at Yadahalli Village, Jayapura Hobli, Mysore Taluk morefully described in the schedule hereunder written and hereinafter called the “SCHEDULE PROPERTY”. The vendor holds marketable title & possession of the schedule property.

### Whereas, originally the land bearing Sy No. 50 measuring an extent of 5 Acres 12 guntas and Sy No. 51/1 measuring an extent 1 Acre 18 guntas in total 6 Acres 30 guntas of land situated at Yadahalli Village, Jayapura Hobli, Mysore Taluk which was the ancestral property of Sri. Channappa @ Channaiah and after the demise of Sri. Channappa @ Channaiah the said property transfer to his legal heirs Sri. Shivanna, Sri. Basappa, Sri. Shambhappa and Sri. Channappa through inheritance vide MR 16/83-84, 17/83-84, 18/83-84 & 19/83-84. The entire property distributed among the legal heirs of Late. Channappa @ Channaiah i.e., Sy No. 50/A measuring 2 Acres 3 guntas and Sy No. 51/1A measuring 0-25 guntas belongs to Sri. Shivanna and Sy No. 50/B measuring 1 Acres 3 guntas & Sy No. 51/1B measuring 0-11 guntas belongs to Sri. Basappa, Sy No. 50/C measuring 1 Acres 3 guntas & Sy No. 51/1C measuring 0-11 guntas belongs to Sri. Shambappa and Sy No. 50/D measuring 1 Acres 3 guntas & Sy No. 51/1D measuring 0-11 guntas belongs to Sri. Channappa and the RTC stands in their names at the revenue authorities of Mysore Taluk.

### Then Sri. Shivanna S/o. Late. Channappa @ Channaiah and his legal heirs Shambulingappa, Mahadevappa, Basavanna, Nanjundaswamy and Shivapadaswamy distributed their shares through Unregister Partition Deed dated 20-10-1989 and as such Sy No. 50 (0-21 guntas) and Sy No. 51/1 (0-12.08 guntas) belongs to Shambulingappa, Sy No. 50 (0-21 guntas) and Sy No. 51/1 (0-12.08 guntas) belongs to Mahadevappa, Sy No. 50 (0-20.08 guntas) belongs to Basavanna & Sy No. 50 (0-20.08 guntas) belongs to Shivapadaswamy and the khata stands in their names at the revenue authorities of Mysore Taluk.

The entire property of 6 Acres 30 guntas (Sy No. 50 measuring 5 Acre 12 guntas, Sy No. 51/1 measuring 1 Acre 18 guntas) was purchased by the vendor Sri. H.N. Premkumar from the legal heirs of Late. Chennappa i.e., Kumara, Nagamma, Devamma and Daughter–in-law Manjula and Basavanna, Mahadevappa, Shambhulingappa, Shivapadu, Shambhappa, B. Mallappa, Nanjundaswamy and others on 26-03-2005 and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-17232/2004-05 of Book I stored at C.D No. MYND 40 and the revenue khata of the said property stands in the name of the vendor Sri. H.N. Premkumar from the concerned authorities vide M.R. No. 53/2004-05 of Khata No. 114 dated 06-08-2005.

Whereas Smt. Ningammanni and others has filed a partition suit against Sri. Shambhulingappa and others in the Principal Senior Civil Judge (Sr Div) vide O.S. No. 14/2011. The said suit was nullified in the Court on 08-06-2012. Smt. Eramma @ Dakshayini and others also filed a partition suit in the Principal Senior Civil Judge (Sr Div) vide O.S. No. 725/2013. Smt. Eramma @ Dakshayini and others received a sum of Rs. 5,00,000/- from the vendor on 16-12-2016 and relinquish their rights, titles and interest in the said property and also withdraw their suit from the said Court.

Whereas the said Sy No. 50 (5 Acre 12 guntas) and Sy No. 51/1 (1 Acre 18 guntas) totally measuring 6 Acres 30 guntas of agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the applicant. The Tahshildar of Mysore Taluk has given report, on the basis of that report, the concerned authorities have given direction to pay Alienation charges and podi fee. As per the directions, the applicant has remitted the said sum through Challans. On the above grounds, the Deputy Commissioner of Mysore, Mysore District, by Order No. MYSDC/ALN3/VAJA/366/2017(11730) dated 25-10-2017 given permission to use the land for residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc., The vendor executed Deed of Relinquishment in favour of Governor, Government of Karnataka vide Document No. MDA-1-02247/2018-19 of Book-1 stored at CD No. MDAD 62 dated 01-10-2018 at office of the Additional District Registrar, MUDA, Mysore relinquish road area to the concerned authority and the vendor formed and developed the residential layout as per the approved plan and norms of MUDA. The layout plan temporarily approved by the MUDA authorities vide No. ªÉÄÊ.£À.¥Áæ/£ÀAiÉÆÃ±Á/«£Áå¸À/39/2018-19 (22-11-2018) and also obtained work order from MUDA, Mysore on 14-01-2019 vide No. ªÉÄÊ.£À.¥Áæ/¦©/SÁ§/1341/2018-19 and also the layout plan approved by the MUDA authorities vide No. ªÉÄÊ.£À.¥Áæ/£ÀAiÉÆÃ±Á/«£Áå¸À/10/2020-21. The schedule property bearing **site No. 91** is one such site released by MUDA authorities and the khata of the said property was registered in favour of the vendor Sri. H.N. Prem Kumar on 22-06-2020 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-32921/20-21 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 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. 10,00,000/- (Rupees Ten 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. 10,00,000/- (Rupees Ten Lakh only)** received by the vendor from the purchaser in the following manner: -

1. A sum of **Rs. 2,00,000/- (Rupees Two Lakh only)** by way of Cheque No. **208089** dated **11-08-2020** drawn on **State Bank of India** Sakaleshpura Branch.
2. For balance consideration of **Rs.8,00,000/- (Rupees Eight Lakh only)** purchaser availed a Housing Loan from **HDFC Ltd,** disbursed vide a bankers cheque bearing No. **086697** drawn on **HDFC Bank** dated **21.10.2020,** 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. 10,00,000/- (Rupees Ten 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 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 assures 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 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 has 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. 91,** in the layout known as **“Sai Prem Gardenia”** measuring **East to West: 12.00 Mtrs, North to South: 9.00 Mtrs** carved out of residentially converted land bearing Sy No. 50 (5 Acres 12 guntas) and Sy No. 51/1 (1 Acre 18 guntas) situated at Yadahalli Village, Jayapura Hobli, Mysore Talukandbounded on: -

### East by : Site No.95 & 96

### West by : Road

### North by : Site No. 90

### South by : Site No. 92.

Measuring **East to West: 12.00 Mtrs, North to South: 9.00 Mtrs in all measuring 108.00 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 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

(G.P.A Holder)

2.

PURCHASER

### 

DRAFTED BY:-

# K. R. UDAYA KUMAR

###### Document Writer

###### Licence No.03/2009-10 (N)

###### No.1047/17, 6th Cross, 2nd Main,

###### Vidyaranyapuram, Mysore-8

**🖁: 93421-82298.**