ABSOLUTE SALE DEED

This Absolute Deed of Sale is made and executed on the 27th day of July Two Thousand Twenty Three (27-07-2023) at Mysore by ---

1. **Sri. SIRAS ALI. A,** (Pan CBNPS3681K/Aadhaar No. 5422 5739 4313)aged about 42 years, S/o. Ali Koya.P.P,
2. **Smt. FARHA. E,** (Pan AECPF7912E/ Aadhaar No. 2082 6534 3007) aged about 33 years, W/o. Siras Ali.A,

Both are residing at No. C-518, Brigade Mountain View, Mysore Ooty Road, Kille Mohalla, Ramachandra Agrahara, Mysuru-570004.

1. **Sri. MUHAMMED FAHEEM ERAKKUTH,** (Pan FDJPM7638P/Aadhaar No. 2350 8473 3125) aged about 27 years, S/o. Abdul Nazer,

residing at Paikkattu House, Velimukku, Velimukku South, Moonniyur, Malappuram, Kerala-676317.

hereinafter called the **‘VENDORS’** of the one part.

### IN FAVOUR OF

1. **Smt. MANORAMA RAGHU,** (Pan AVOPR5016Q / Aadhaar No. 8388 5447 4834) aged about 83 years, C/o. Sri. H.V.Krishna Sastry, residing at Balaraj Urs Road, Ospp head Post Office Gopi Circle, Shimoga-577201.
2. **Smt. MEERA UMESH,** (Pan ACWPU5169L / Aadhaar No. 7323 0760 3813), aged about 52 years, W/o. Sri. Umesh Chandra Shekharaiah,residing at A505, Brigade Mountain View, Mysuru-Nanjangudu Road, Ramachandra Agrahara Mysuru-570004.

The PURCHASERS shall mean and include in this context, their successors, legal heirs, administrators, assignees, executors, nominees etc.,)

Whereas the schedule ‘C’ property bearing No. F-10/A (Old No. 143/A), Apartment/Flat bearing No. C-518 in 5th Floor of Block-C in the Building known as **‘BRIGADE MOUNTAIN VIEW”,** sitatued at Harishchandra Road also known as Mysore Nanjangud Road, Khille Mohalla Mysore (earlier forming portion of Sy.No. 69/14B, (old Sy.No.69) Block No. 6, situated at Kasaba Village Kasaba hobli Mysore Taluk , built in schedule A property and apartment measuring 1299.43 Sq.Ft of built up area and 320.57 Sq.Ft of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring 1620 Sq.Ft of built up area approximately with right to use one covered car parking space in the basement, in the lower/upper basement floor, morefully described in the schedule below, which was purchased by the Vendor’s on 30-11-2019 from M/s. Brigade Enterprises Limited represented by its duly authorized Signatories Parijatha A.N Deputy General Manager Customer Relation and Smt.Rohini.B.M Assistant General Manager Customer Relation-Legal both are represented by their SPA Holder T.K.Thyagaraj via sale deed and the same has been registered as document No. MYS-1-07431-2019-20 stored at CD No. MYSD583 dated 30-11-2019 in the Office of the Sub-Registrar, Mysore South, Mysore.

AND WHEREAS having absolute possession authority and enjoyment over the Schedule ‘C’ property, the Vendors have got the power to assign their rights to sell transfer or otherwise deal with the interested Purchasers of undivided share in the Schedule ‘A’ property and to sell the Schedule ‘C’ apartment to the Purchasers for a consideration, an undivided share in **‘BRIGADE MOUNTAIN VIEW”,** of **1620** **Sq.ft.,** of super built up area andtogether with proportionate **320.57** **Sq.ft.,** undivided share right, title and interest in the landfor **Rs. 1,11,99,999/- (Rupees One Crore Eleven Lakhs Ninety Nine Thousand Nine Hundred and Ninety Nine only)** with car parking area in lower/upper basement. The Purchasers have agreed to purchase undivided share in schedule-A property and the Schedule ‘B’ apartment morefully described in Schedule ‘B’ for the above sale consideration.

##### NOW THIS DEED OF SALE WITNESSES AS UNDER :-

**1. ABSOLUTE SALE:**

That, the Vendors assures the Purchasers that, they have absolute right to sell the schedule ‘B’ property to the Purchasers and the Vendors do hereby grant, transfer, assign and convey the schedule ‘B’ property to the Purchasers by ‘Absolute Sale’ together with all the things permanently attached thereto or standing thereon and all the privileges, easements, profits, advantages, rights and appurtenances whatsoever to the schedule ‘B’ property.

2. **CONSIDERATION:**

That the consideration for the sale of the schedule property is **Rs. 1,11,99,999/- (Rupees One Crore Eleven Lakhs Ninety Nine Thousand Nine Hundred and Ninety Nine only)**  paid by the Purchasers to Vendors in the following manner :-

1. A sum of **Rs. 23,10,000/-** **(Rupees Twenty Three lakh Ten Thousand only)** through RTGS Vide UTR No. **BARBR52023041900947027**, dated **19-04-2023.**
2. A sum of **Rs. 23,10,000/-** **(Rupees Twenty Three lakh Ten Thousand only)** through RTGS Vide UTR No. **BARBR52023041900946960**, dated **19-04-2023.**
3. A sum of **Rs. 23,10,000/-** **(Rupees Twenty Three lakh Ten Thousand only)** through RTGS Vide UTR No. **BARBR52023041900947008**, dated **19-04-2023.**
4. A sum of **Rs. 13,86,000/-** **(Rupees Thirteen lakh Eighty Six Thousand only)** through Cheque No. **390132** dated **03-06-2023** drawn on **Karnataka Bank,** Shivamogga Main Branch. Shivamogga.
5. A sum of **Rs. 13,86,000/-** **(Rupees Thirteen lakh Eighty Six Thousand only)** through Cheque No. **390133** dated **03-06-2023** drawn on **Karnataka Bank,** Shivamogga Main Branch. Shivamogga.
6. A sum of **Rs. 13,86,000/-** **(Rupees Thirteen lakh Eighty Six Thousand only)** through Cheque No. **390137** dated **27-07-2023** drawn on **Karnataka Bank,** Shivamogga Main Branch. Shivamogga.
   1. The purchasers paid towards TDS amount to the Income Tax Department of a) **Rs.37,333/-(Rupees Thirty Seven Thousand Three Hundred and Thirty Three Only)** Through NEFT vide UTR No. BARBR23158514487 dated **21-06-2023** in the name of **Siras Ali.A**
   2. **Rs.37,333/-(Rupees Thirty Seven Thousand Three Hundred and Thirty Three Only)** Through NEFT vide UTR No. BARBR23158501496 dated **21-06-2023** in the name of **Farha E**
   3. **Rs.37,333/-(Rupees Thirty Seven Thousand Three Hundred and Thirty Three Only)** Through NEFT vide UTR No. BARBR23158523560 dated **21-06-2023** in the name of **Muhammed Faheem Erakkuth**

In the above said manner the Vendors have received the entire sale consideration of **Rs. 1,11,99,999/- (Rupees One Crore Eleven Lakhs Ninety Nine Thousand Nine Hundred and Ninety Nine only)** from the Purchasers towards the full and final settlement.

**3. MARKETABLE TITLE:**

That the Vendors assures the Purchasers that they have good marketable title to the schedule ‘B’ property and they have right to sell, gift or transfer the same and to give possession. Further the Vendors assures the Purchasers that the schedule ‘B’ property is free from all encumbrances, court attachments, notice of acquisitions, transfer, minor claims, etc.

**4. TITLE FOREVER:**

That the Vendors grant to the Purchasers ‘to have and to hold’ the schedule ‘B’ property for the use of the Purchasers absolutely and forever together with writings and other evidences of title.

**5. OUTGOING:**

That the Vendors assures to the Purchasers that, the amount due to any Government or Semi Government or other statutory bodies in the form of taxes, rates, cesses, etc are duly paid till this date.

**6. DELIVERY OF DOCUMENTS:**

That the Vendors on the date of registration of this Sale Deed, have delivered all the Certified / Xerox copies of schedule A property & Schedule ‘B’ Property original documents to the Purchasers. The Purchasers hereby acknowledges the receipt of the same.

**7. VACANT POSSESSION:**

That the Vendors on the date of registration of this Deed of Sale have delivered actual physical peaceful vacant possession of the schedule ‘B’ property to the Purchasers and hereinafter at all times, the Purchasers as full and absolute owners thereof peacefully and quietly hold, possess and enjoy the schedule ‘B’ property without any interruption, hindrance, claim or demand whatsoever from the Vendors or any person claiming through or under them.

**8. LAWFUL ACTS:**

That the Vendors shall at the request and cost of the Purchasers do or create or cause to be done or execute all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule ‘B’ property in the manner aforesaid according to the true intent and meaning of this deed.

**9.** **KHATHA TRANSFER:**

That the Vendors have no objection for the khatha of the schedule ‘B’ property being transferred and registered including water & electricity khatha along with deposit amount in the name of the Purchasers in the records of competent authority. Further the Vendors have no objection towards any other change/ transfer required to be made in favour of the Purchasers in the records of any other competent authority.

**10.** **INDEMNITY CLAUSE:**

The Vendors also covenants to indemnify the Purchasers against all losses and damages that may be caused to the Purchasers for the reason of want of title on the part of the Vendors to sell the same to the Purchasers and/or for reason of defect in the property sold to the Purchasers.

The Vendors have assured the Purchasers that they have no objection to raise the loan by the Purchasers on the schedule ‘B’ property by any financial institutions.

The Purchasers shall have the following rights in respect of schedule ‘A’ Property:-

1. Full rights and liberty to the Purchasers and persons duly authorised and permitted by the Purchasers in common with other persons entitled, permitted or authorised to take at all times by day and night to go, pass and repass the staircase and passage inside and outside the building constructed on schedule ‘A’ property with reference schedule ‘B’ property.
2. Full right and liberty to persons referred to supra, in common with all other persons with or without motor cars, or other permitted vehicles at all times, day or by night, to pass or repass over the land or to the said building constructed on ‘A’ schedule property.
3. Full right to subjacent and lateral support and shelter and protection from other parts of the building in ‘A’ Schedule property.
4. The right to free uninterrupted passage of running water, soil gas electricity from and to the said building and schedule ‘A’ property through sewers, drains, water courses, cables, pipes, wires etc., which are now or at any time in future be in under or passing through the said building or any part there on.
5. The right of passage to the Purchasers or Purchasers men, agents, workmen etc., to other parts of the proposed building and also to water tanks and lift room for cleaning and maintaining the same at all reasonable times with due permission from the person authorised by the aforesaid Association.
6. Right to lay cables or wires through common walls, or passage for Radio, Television, Air Conditioner, Telephone and such other installations, however, having due regard to similar rights of other owners of schedule ‘A’ Property and the structures there on at any future date without any damage to the super structure.
7. Subject to payment for common service and utilities, the right to enjoy the said common services and facilities provided in the building.

The Purchasers so as to bind himself and his successors-in-title heirs, and assignees with the object of promoting and perfecting the right and interest of owners of schedule ‘A’ property and in consideration of the various covenants of the Vendors binding the co-owners and owners of other structures in the building hereby by agrees to be bound by the following restrictions and specific covenants:

1. Not to raise or cause to be raised any construction in addition to that mentioned in Schedule ‘B’.
2. Not to use or to permit the use of Schedule ‘B’ Flat in a manner which would diminish the value or utility of pipes and other fixtures and common amenities provided therein.
3. Not to use the space in land of schedule ‘A’ property which would be left open construction of the proposed or future structures, for parking any heavy vehicles and not to use the same in any manner which might cause hindrance for free ingress and egress to and from the other part of the building.
4. Not to default in the payment of any taxes or levies or common expenses to be shared with other owners of other portions comprised in building.
5. Not to decorate the exterior of the building on schedule ‘A’ property otherwise than in a manner agreed to by the majority of the owners of other portions comprised in the building.
6. Not to use the schedule ‘A’ property especially the schedule ‘B’ flat for any unlawful purpose or those opposed to public policy.
7. Not to do any thing which shall cause nuisance or annoyance to the owners of other parts of the building of neighbouring properties.
8. Not to store in schedule ‘B’ flat or in the building constructed on schedule ‘A’ property any goods which are hazardous, combustible or considered unlawful and objectionable, dangerous or excessively heavy so as to adversely affect or damage structure of the building.
9. Not to carry or cause to be carried any heavy packages to the upper floors which are likely to damage staircases, lift, ladders, common passages or any other structures of the building.
10. Not to use or permit the use of common passages/corridors or staircases either for storage or for use of servants.
11. Not to claim any right, interest, title on any part of structure of the building including the terrace etc., other than ‘B’ Schedule apartment and the common areas and amenities assigned and attached thereto.

The Purchasers shall bear the prorata share of the following common expenses.

1. All rates and outgoings payable, if any, in respect of schedule ‘A’ Property and the building until schedule A property bifurcated and assessed independently.
2. The expenses of routine maintenance of the building including painting/white washing of the exterior, cleaning etc., and provision for common services as below.
3. Maintenance/replacement of pump-sets, machinery and electrical line common to the building, generator, lifts, bulbs and tube lights in corridors and other common places
4. Provision for security and watch and ward.
5. Insurance premium if paid on the entire building. Any other common facility provided in the future. Non payment of prorata common expenses shall entail withdrawal of such facilities.
6. The Purchasers shall join as member of the Association of the Apartment Owners, shall be bound by the terms and conditions by laws and majority decisions of the said Association. He shall execute a deed of Declaration and register the same in terms of the provisions of Karnataka State Co-Operative Societies Act.

**STAMP DUTY AND REGISTRATION EXPENSES:**

That the stamp duty and registration expenses for the registration of this Deed of Sale are borne by the Purchasers.

### **SCHEDULE ‘A’ PROPERTY**

(Description of Entire Property)

All that property bearing No. F-10/A (Old No. 143/A), Harishchandra Road also known as Mysore Nanjangud Road, Khille Mohalla Mysore (earlier forming portion of Sy.No. 69/14B, (old Sy.No.69) Block No. 6, situated at Kasaba Village Kasaba hobli Mysore Taluk and measuring 1,74,240 Sq.Feet and bounded by :

East by : Road

West by : Private Property belonging to JSS Hospital

North by : Storm Water drain

South by : Madhuvana Lands

### **SCHEDULE ‘B’ PROPERTY**

(Undivided Interest hereby Conveyed)

74.00 Sq.Meters, undivided share, right, title, interest and ownership in Schedule A property (which comes to 799 Sq.Feet of land share in schedule A property)

### **SCHEDULE ‘C’ PROPERTY**

(Description of Apartment Hereby Conveyed)

All that Residential Apartment bearing No. **C-518** in 5th Floor of Block-C in the Building known as **‘BRIGADE MOUNTAIN VIEW”,** built in Schedule A property and apartment measuring 1299.43 Sq.Ft of built up area and 320.57 Sq.Ft of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common use and totally measuring 1620 Sq.Ft of built up area approximately with right to use one covered car parking space in the basement, in the lower/upper basement floor, (As per Form No. 2 issued by Mysore City Corporation Property No. 7-2-68-C-518 (old property No. 143/A F-10/A(C-518), Assessment No. 143/A F-10/A(C-518)) and the apartment is bounded by :

East by : Courtyard at brigade mountain view

West by : Open towards open space and thereafter private property

North by : Apartment No. D-521 in 5th Floor in Block-B at brigade mountain view

South by : Apartment No. C-517 in 5th Floor in Block-C at brigade mountain view

In witness WHEREOF THE VENDORS and the Purchasers herein have affixed their signatures to this sale deed at Mysore on this Eleventh day of April 2022 in the presence of witnesses.

**WITNESSES :-**

1)

1.

2.

3.

**VENDORS**

2)

1.

2.

**PURCHASERS**