### Absolute Sale Deed

THIS **DEED OF ABSOLUTE SALE** made on this the 8th day of April, 2022

(8-04-2022)at Mysuru

**BY**

1. **Smt.MALAVIJAYA AROOR KINNI,** Aged about 65 Years, W/o. Dr.Vijaya Aroor Kinni, resident of # 24466, Scenic Drive, South Lyon, Michigan, 48178 , USA, now camp at: No.54, Temple Road, 'B' Cross, Roopa Nagar, Mysuru – 570 026.

**AADHAAR No. 3549 7081 6846, PAN No.** **APGPM0067G**

1. **Sri VIJAYA AROOR KINNI,** Aged about 70 Years, S/o. Sri Subba

Rao, resident of # 24466, Scenic Drive, South Lyon, Michigan, 48178 , USA, now camp at: No.54, Temple Road, 'B' Cross, Roopa Nagar, Mysuru – 570 026.

**(PAN No.** **AFJPV7490M)**

(Here in after called the ‘**SELLERS**’) of the One Part:

**AND**

**1. Sri SUMANTH SOMAYAJI,** Aged about 35 Years, **S**/o. Sri

K.S.Somayaji, 410,2nd Ave, Apt 305,Kirkland, WA 98033, USA

**(AADHAAR No.9891 0592 0386, PAN No. BSJPS4672Q)**

Represented by his father and GPA Holder Sri K S Somayaji, s/o K P

Somayaji, resident of # 1434, 16th A cross, Roopanagar, Mysuru 570026

2. **Smt. KRUTIKA KARTHIK,** Aged about 33 Years, W/o. Sri Sumanth,Somayaji, 410,2nd Ave, Apt 305,Kirkland, WA 98033, USA

**(AADHAAR No. 381904791460, PAN No. ATLPK8490Q)**

Represented by her father and GPA Holder Sri Karthik R K, s/o R Krishna Rao, # 10, AECS Layout, II Main, II stage, Sanjayanagara, Bangalore 560094

(Herein after called the ‘**PURCHASERS**’) of the Other Part:

WHEREAS Deepa House Building Co–Operative Society Limited allotted the Site bearing No.939 measuring 50 x 80 Feet situated at 11th Cross, Roopa Nagar, Martikyathanahalli Village, Jayapura Hobli, Mysuru Taluk to the Sellers herein and on 01–11–2001 issued them an Allotment Letter.

WHEREAS the said Society handed over possession of the said site to the Sellers as per Possession Certificate dated 05–02–2008.

WHEREAS on 04–12–2013 the said Society has executed a Registered Sale Deed, which was registered as No.MYW–1–07158–2013–14 in CD No.MYWD–19 of Book–I in respect of the schedule site in favor of the Sellers conferring them with full rights of ownership, enjoyment and alienation.

WHEREAS the Khata of the said site was registered in the joint names of the Seller in the registers of Mysore Urban Development Authority and the same was assessed for tax as per Site Khata and Tax Letter each dated 14–07–2017.

WHEREAS the Seller having purchased the schedule site from out of their self– earned funds is now in possession and enjoyment of the self-acquired property as its absolute owners and they have no fetters whatsoever to convey it.

WHEREAS the Sellers who are in need of funds to discharge debts, to invest on some other property, to meet their household expenses and for the benefit of their family, were on the lookout for prospective Purchasers.

AND WHEREAS after negotiations and being satisfied with the offer of the Purchasers as the best offer received by them, the Sellers have agreed to sell and the Purchasers have agreed to purchase the schedule site for a consideration of a sum of **Rs.60,00,000/–** (**Rupees Sixty Lakh Only)**.

**NOW THIS DEED OF SALE WITNESSES AS FOLLOWS:**

1. **CONSIDERATION**:

In pursuance of the aforesaid agreement, the sale consideration of **Rs.60,00,000/–** (**Rupees Sixty Lakh Only) is being discharged as follows :**

**a) Rs.46,27,200/- (Rupees Forty Six Lakhs Twenty Seven Thousand Two Hundred Only) in the form of Demand Draft numbering 968806 Dated 04.04.2022 drawn on Canara Bank, Peenya Branch, favoring Sri Vijaya Aroor Kinni, based on the request of the sellers. Said Demand** Draft is handed over to the Sellers in the presence of the following Witnesses in the Office of Sub–Registrar at the time of execution and registration of the Sale Deed.

b) **Rs.13,72,800 (Rupees Thirteen Lakhs Seventy Two Thousand Eight Hundred Only) paid as Tax Deducted at Source (TDS)** vide challan No………… dated ….. as per law of the land prevailing now, remitted to the Government account.

Thereby, the Sellers acknowledging the receipt of the entire sale consideration of the sum of **Rs.60,00,000/–** (**Rupees Sixty Lakh Only)** whobeing the sole and absolute owners do hereby convey by way of absolute sale and grants to the Purchasers, their heirs, representatives, successors and assignees the site more fully described in the schedule below, to be held by them perpetually together with full rights of ownership, enjoyment and alienation with all right, easements etc., appurtenant thereto.

1. **POSSESSION**:

The Purchasers have been put into actual physical vacant possession of the schedule site.

1. **SELLERS COVENANT**:

The Sellers covenant with the Purchasers that:

* 1. The schedule site hereby conveyed by the Sellers under this Sale Deed is their self–acquired site in the manner narrated above and now they are the absolute owners in possession and enjoyment thereof and their title to the schedule site subsists and the Sellers have power to convey the same and there are no fetters whatsoever
  2. The Sellers have not entered into any Agreement/s of Sale/Conveyance with any person and the schedule site is not subject to any litigations, Agreement of Sale/Conveyance, encumbrance, maintenance, easement, claims, demands, charge, fraudulent transfer, minor claims or to any litigations or to any attachment of Court or towards any arrears of tax.
  3. The Sellers covenant with the Purchasers that they shall here afterwards peaceably and quietly hold, possess and enjoy the schedule site without any let or hindrance, claim or interruption or demand from the Sellers or any person/s claiming through or under them.

1. **INDEMNITY**:

The Sellers also hereby agree with the Purchasers that personally and from out of their properties and at their own cost, they shall save harmless and indemnify and keep indemnified and protect the Purchasers against any encumbrances, charges, equities, claims, demands, obligation arising and any loss due to any defect in his title over the schedule site.

1. **TAX**:

The Sellers assure the Purchasers that they have paid up to date tax and that there are no arrears to be paid.

1. **DOCUMENTS** **OF** **TITLE**:

The Sellers have handed over the following original documents of title pertaining to the schedule site to the Purchasers.

|  |  |  |
| --- | --- | --- |
|  | 01–11–2001 | Allotment Letter |
|  | 05–02–2008 | Possession Certificate |
|  | 04–12–2013 | Registered Sale Deed executed by Deepa House Building Co–Operative Society Limited in favour of Sri Vijaya Aroor Kinni and another registered as No.MYW–1–07158–2013–14 in CD No.MYWD–19 of Book–I |
|  | 14–07–2017 | Site Khata Letter and Site Tax Letter |
|  | 10–12–2019 | Receipt No.67353 |
|  | 10–12–2019 | No Objection Certificate |
|  | 15–09–2021 | Encumbrance Certificate from 1–4–2013 to 14–9–2021 |

1. **ASSURANCES**:

And the Sellers, their heirs, administrators or assignees further covenant that they shall at the request and cost of the Purchasers or their heirs, administrators or assignees do or execute or cause to be done or executed all such lawful acts, deeds and things whatsoever for further and more perfectly conveying and assuring the schedule site and every part thereof in the manner aforesaid according to the true intent and meaning of this deed.

1. **TRANSFER** **OF** **KHATA**:

Herein after the Purchasers being the absolute owners of the schedule site, the Sellers have no objection for them to get its Khata transferred into their joint names.

1. **STAMP** **DUTY** **AND** **COST** **OF** **REGISTRATION**:

That the Stamp Duty and cost of registration of the Sale Deed is borne by the Purchasers.

1. **CONNOTATION**:

The context ‘**SELLERS**’ and the ‘**PURCHASERS**’ shall mean and include as well as the heirs, legal representatives, successors, administrators or assignees of the respective parties as the parties themselves.

##### SCHEDULE OF THE PROPERTY

**ALL THAT PIECE AND PARCEL OF** Site bearing **No.939**, measuring **East** to **West: 50.00 Feet** and **North** to **South: 80.00 Feet i.e., 4000 Square Feet** situated in the layout formed by Deepa House Building Co–Operative Society Limited in 11th Cross, Roopa Nagar, Martikyathanahalli Village, Jayapura Hobli, Mysuru Taluk and bounded on the :-

East by : Site bearing No.940

West by : Site bearing No.938

North by : 11th Cross

South by : Site bearing No.950

Measuring **East** to **West: 50.00 Feet** and **North** to **South: 80.00 Feet in all measuring 4000 Square Feet (371.60 Sq.Mtrs).,**

IN WITNESS WHEREOF the parties to this Sale Deed have signed on the day, month and the year first above mentioned in the City of Mysuru.

**Witnesses ;-**

**1.**

**1) (MALAVIJAYA AROOR KINNI)**

**2) (VIJAYA AROOR KINNI)**

**SELLERS**

**2.**

**PURCHASERS**

**(G.P.A Holders)**

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.**

### Absolute Sale Deed

THIS **DEED OF ABSOLUTE SALE** made on this the 11th day of April, 2022 (11-04-2022)at Mysuru

**BY**

1. **Smt.MALAVIJAYA AROOR KINNI,** Aged about 65 Years, W/o. Dr.Vijaya Aroor Kinni, resident of # 24466, Scenic Drive, South Lyon, Michigan, 48178 , USA, now camp at: No.54, Temple Road, 'B' Cross, Roopa Nagar, Mysuru – 570 026.

**AADHAAR No. 3549 7081 6846, PAN No.** **APGPM0067G**

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**1) (MALAVIJAYA AROOR KINNI)**

**2) (VIJAYA AROOR KINNI)**

**SELLERS**

**2.**

**PURCHASERS**

**(G.P.A Holders)**

“**Drafted by me**”

(**A.V.JAYA RAMA RAO**)

Advocate

No.1230/A, CH–36/A, 2nd Cross

(Behind Krishna Murthy Puram Ramamandira)

Krishna Murthy Puram, Chamaraja Mohalla

Mysuru – 570 004

DRAFTED BY:-

**K. R. UDAYA KUMAR**

Document Writer

Licence No.03/2009-10 (N)

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