ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 13th day of October, Two Thousand and Twenty Two (13-10-2022) by ---

SMT. S SUJATHA BALARAM (PAN No. AFVPS7681D, Aadhaar No. 2169 5792 3938), aged about 69 years, W/o. Balaramaiah, residing at No. 4-7-108, Srinivasa Nagar, Hindupur, Anantapur, Andhra Pradesh-515201. 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

SMT. VIJAYA ASHOK V (PAN No. AESPV2685J, Aadhaar No. \_\_\_\_\_\_\_\_\_\_\_\_), aged about 61 years, W/o. Sri. Ashok Kumar.V.S, residing at No. 214, 11th cross, Bank Colony, Bogadi, Mysore-570 026. Hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits his heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the Vendor is the absolute owner and in possession of residential property bearing Site bearing No. 2123, ‘SHANKARA NAGARA’ 3rd Stage, measuring East to West : 18.00 Mtrs., North to South : 12.00 Mtrs in all measuring 216.00 Sq.Mtrs., carved out of residential converted land bearing Sy Nos. 68/3, 69/3, 70/1A, 72/1-10, 72/12-21, 73, 76/7, 9, 10, 79/1A, 79/1B, 79/1C, 2, 10, 11, 13, 80/3, 81/1, 3, 85, 89/8, 91/7, 95/2, 3, 96/1-5, 96/7, 96/10-14, 96/20-25, 97/1, 2, 98/1-4, 99/1e, 1B, 2, 3A, 3B2, 4A, 4B2, 4B3, 5, 6, 100/2, 139/1 & 139/2 and others totally measuring 66 Acres 19¾ Guntas situated at Ballahalli Village, Jayapura Hobli, Mysore Taluk, formed and developed by JNANAGANGA House building Co-Operative Society (R), Mysore., Morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas, the scheduled property having been allotted by the JNANAGANGA House building Co-Operative Society (R), Mysore in favour of the vendor on \_\_\_\_\_\_\_\_\_\_\_ and obtained Sale Deed (Title Deed) from the society on \_\_\_\_\_\_\_\_\_\_\_\_ and the same has been registered as document No. MYW-1-\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_ of Book - I stored at C.D. No. MYWD-\_\_\_\_\_\_\_ in the office of the Sub-Registrar, Mysore West, Mysore and the khatha was transferred in favour of the vendor by Mysore Urban Development Authority, Mysore after collecting the transfer fee of Rs. \_\_\_\_\_\_\_\_/- vide challan No. \_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_\_ and obtained Khata Transfer Certificate on \_\_\_\_\_\_\_\_\_\_ vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-\_\_\_\_\_\_\_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_ and the vendor has obtained ‘No objection Certificate’ from the said society for alienate/sell the Schedule Property on \_\_\_\_\_\_\_\_\_\_\_\_\_. 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 her self-earned funds, that is to say, the schedule property is 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 her legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ 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.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ only) received by the vendor from the purchaser in the following manner :-

a) A sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ only) by way of cheque bearing No. \_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_\_ drawn on \_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ Branch, Mysore

b) The purchaser has availed a loan facility from LIC Housing Finance Ltd., of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/-(Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ only) by way of D.D/Cheque No. 219825 dated 02-03-2022 drawn on HDFC Bank, Kasturba Road, Bangalore issued by LIC Housing Finance Ltd.,

That in consideration of payment of the entire sale consideration of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rs. \_\_\_\_\_\_\_\_\_\_\_\_\_ 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 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 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. 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 khatha and all 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 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 bearing No. \_\_\_\_\_\_\_\_\_, ‘SHANKARA NAGARA’ 3rd Stage, 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 Nos. 68/3, 69/3, 70/1A, 72/1-10, 72/12-21, 73, 76/7, 9, 10, 79/1A, 79/1B, 79/1C, 2, 10, 11, 13, 80/3, 81/1, 3, 85, 89/8, 91/7, 95/2, 3, 96/1-5, 96/7, 96/10-14, 96/20-25, 97/1, 2, 98/1-4, 99/1e, 1B, 2, 3A, 3B2, 4A, 4B2, 4B3, 5, 6, 100/2, 139/1 & 139/2 and others totally measuring 66 Acres 19¾ Guntas situated at Ballahalli Village, Jayapura Hobli, Mysore Taluk, formed and developed by JNANAGANGA House building Co-Operative Society (R), Mysore., and bounded by:-

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### East by : \_\_\_\_\_\_\_\_\_\_\_\_

### West by : \_\_\_\_\_\_\_\_\_\_\_\_

### North by : \_\_\_\_\_\_\_\_\_\_\_\_

### South by : \_\_\_\_\_\_\_\_\_\_\_\_

Measuring East to West : \_\_\_\_\_\_\_\_\_\_\_\_Mtrs., North to South : \_\_\_\_\_\_\_\_\_\_\_\_Mtrs in all measuring \_\_\_\_\_\_\_\_\_\_\_\_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 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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