ABSOLUTE SALE DEED

This Deed of Sale of the schedule property is made on this **18th day of November Two Thousand and Twenty (18-11-2020) by ----**

## SRI. TEJMAL MANDOT, (PAN ACWPM1266G) aged about 58 years, S/o. Sri. Pyar Chand, residing at No. 210, Tank Bond Road, Iteegegud, Mysore – 570 010., hereinafter referred to as the “VENDOR”, which term shall mean and include his/her legal heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest of the one part:

**SMT. PREMALATHA K,** aged about 58 years, W/o. Sri. K. Nagesh Upadyaya, residing at No. 13, 2nd main, North-of-Gokulam, Mysore – 570002., hereinafter referred to as the “VENDOR 2” which expression shall mean and include wherever the context so requires or admits his legal heirs, survivors, legal representatives, successors, administrators executors, agents and assigns of the Second Part

## IN FAVOUR OF

**Smt. S. LAKSHMI, (PAN ADFPL3732L)** aged 58 years, W/o. M.C. Chowdaiah, No.559, 5th Cross , Janathanagar, Mysuru 570009, hereinafter called the **“PURCHASER”** of the other part the terms the Purchaser wherever the context admits shall mean and include his/her heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas the schedule mentioned residential property bearing Site No. 56 measuring East to West (23.16+16.80)/2 North to South (9.00+9.80)/2 at the Layout known as “Manasa Tej”, situated Madagalli Village, Yelawala Hobli, Mysore Taluk in Sy No. 60/1A an extent of 03 Acres 20 Guntas duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(1)57/08-09 dated 08-06-2009 morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the schedule property.

Whereas the landed property bearing Sy No. 60/1A an extent of 03 Acres 20 Guntas was purchased by Sri. Tejmal Mandot from Smt. D. R. Saraswathi on 04-11-2003 and the same has been registered in the office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-09924-2003-04 of Book I stored at C.D. No. MYND4 and the khata was transferred in favour Sri. Tejmal Mandot for Sy. No. vide mutation registered No. 29/2003-04 as Khata No. 56.

Whereas the landed property bearing Sy No. 60/2A an extent of 03 Acres 03 Guntas was purchased by Sri. Vasudevasharma. S from Sri. Mallaraje Gowda K., on 22-06-1995 and the same has been registered in the office of the Sub-Registrar, Mysore North, Mysore as document No. 1406-2003-04 of Book I stored at Page No. 1403 and the khata was transferred in favour Sri. Vasudevasharma. S for Sy. No. vide mutation registered No. 9HR2/1997-98 as Khata No. 163. Then, after the untimely death of Sri. Vasudevasharma, the landed property bearing Sy No. 60/2A an extent of 03 Acres 03 Guntas was transferred to Smt. Premalatha. K by other family members via a consent agreement and was notified in the Taluk Office of Mysore through mutation no. IHR 97-98 dated 01-01-1998 and the khata was transferred in favour of Smt. Premalatha.

Whereas Sri. Tejmal Mandot, is entitled to sell the schedule property having acquired the right as his share in Land through the registered Joint Development Agreement with M/s. Manasa Developers, for the development of the lands on 02-04-2007 and the same has been registered in the office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-00065/2007-08 of Book I stored at C.D.No. MYND-136.

Whereas the landed property bearing Sy No. 60/1A an extent of 03 Acres 20 Guntas was purchased by Sri. Tejmal Mandot from Smt. D R Saraswathi on 04-11-2003 and the same has been registered in the office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-09924-2003-04 of Book I stored at C.D.No. MYND4 and the khata was transferred in favour the vendor for Sy. No. vide mutation registered No. 29/2003-04 as Khata No. 56. And the said agricultural property was alienated from agricultural purpose to residential purpose as per the application submitted by Sri. Tejmal Mandot on 13-06-2008. On that basis Tahshildar of Mysore has given their report vide letter No. ALN(2)C.R.42/08-09 dated 16-09-2008. Based on this report, the single window screening committee given direction to pay Rs.1,13,400/- as Alienation charges and Rs. 55/- as podi fee as per the directions, the applicant has remitted the above sum through Challan No. 85 dated 03-06-2009. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, vide their Order No. ALN(1)C.R.57/2008-09 dated 08-06-2009. And, Whereas, Sri. Tejmal Mandot executed the deed of relinquishment in favour of Governor of Karnataka on 05-05-2011 and the same has been registered in the Office of the Additional District Registrar, Mysore Urban Development Authority, Mysore as document No. MDA-1-00227-2011-12 of Book-1 to relinquish Roads and park space to the concerned authorities and have granted permission to the Sri. Tejmal Mandot to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc after obtaining a layout plan approval from Town Planning Authority, Mysore Urban Development Authority, Mysore vide No. *ªÉÄÊ.£À.¥Áæ./ £À.AiÉÆÃ/ «£Áå¸À/59/11-12* dated 08-08-2011. Sri. Tejmal Mandot also obtained C.D. Report from MUDA vide No.*ªÉÄÊ.£À.¥Áæ.¦.©.SÁ§/461/2016-17* **dated 08-02-2017.** The khata was registered in favour of the Vendor by Mysore Urban Development Authority Mysore on 07-03-2017 vide No **ªÉÄÊ.£À.¥Áæ/SÁ.vÁ.12120/2016-17** and paid upto date site tax to the concerned authorities.

Now the Vendor is in absolute possession and enjoyment of the schedule property peacefully without any obstructions or interference from any other person.

Now the Vendor is in exclusive possession and enjoyment of the sites developed in the said converted land. The schedule property is one such site released by MUDA authorities and the Vendor have got absolute right to alienate the schedule property as they like

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.15,00,000/- (Rupees Fifteen 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 WITNESSETH AS UNDER:**

**1. ABSOLUTE SALE:**

That, the Vendor assure the Purchaser that, they have absolute right to sell the schedule property to the Purchaser and the Vendor do hereby grant, transfer, assign and convey the schedule property to the Purchaser 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 property.

**2. CONSIDERATION:**

The total consideration for sale of the Schedule Property is **Rs.15,00,000/- (Rupees Fifteen Lakh only)** and the same has been paid by the Purchaser to the vendor in the following manner: -

1. In pursuance of the entire sale consideration of **Rs.15,00,000/- (Rupees Fifteen Lakh only)**, payable by the PURCHASERS to the vendor, PURCHASERS paid a sum of **Rs.3,00,000/- (Rupees Three Lakhs only)** by way of cheque No.783384 drawn on **Canara Bank** Dated **27/07/2020**.
2. Paid a sum of **Rs.1,00,000/- (Rupees One Lakhs only)** by way of online transfer Ref No. **P315200047693380** dated **10/11/2020** and
3. For balance consideration of **Rs.11,00,000/- (Rupees Eleven Lakh only)** purchaser availed a Housing Loan from **ICICI Bank Ltd**, disbursed vide a bankers cheque bearing No.**161598** drawn on **ICICI Bank** dated **11.11.2020,** before undersigned witness at the time of Registration of this Sale Deed.

In the above said manner the entire sale consideration amount of **Rs.15,00,000/- (Rupees Fifteen Lakh only)**, has been received by the Vendor from the Purchaser before the witnesses mentioned below.

In the above said manner the vendor has received the entire sale consideration from the purchaser and hereby acknowledges the receipt of the same towards the full and final settlement.

**3. MARKETABLE TITLE:**

That, the Vendor assures the Purchaser that they have good, marketable title to the schedule property and they have right to transfer the same and to give possession. Further, the Vendor assure to the Purchasers that the schedule property is free from all encumbrances, court attachments, notice of acquisitions, transfer, minor claims, etc.

**4. TITLE FOREVER:**

That, the Vendor grants to the Purchaser, ‘to have and to hold’ the schedule property for the use of the Purchaser, absolutely and forever together with writings and other evidences of title.

**5. OUTGOING:**

That, the Vendor assure to the Purchaser 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 Vendor on the date of registration of this Sale Deed has delivered all the original documents pertaining to the schedule mentioned property to the Purchaser. The Purchaser hereby acknowledges the receipt of the same.

**7. VACANT POSSESSION:**

That, the Vendor on the date of registration of this Deed of Sale has delivered actual physical peaceful vacant possession of the schedule property to the Purchaser and hereinafter at all times, the Purchaser have full and absolute owner thereof peaceably and quietly hold, possess and enjoy the schedule property without any interruption, hindrance, claim or demand whatsoever from the Vendor or any person claiming through or under them.

**8. LAWFUL ACTS:**

That, the Vendor shall at the request and cost of the Purchaser 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 property in the manner aforesaid according to the true intent and meaning of this deed.

**9. KHATHA TRANSFER:**

That, the Vendor has no objection for the khatha of the schedule property being transferred and registered in the name of the Purchaser in the records of competent authority. Further the Vendor has no objection towards any other change/transfer required to be made in favour of the Purchaser in the records of any other competent authority.

**10. INDEMENITY CLAUSE:**

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

**11. DEVELOPMENT AND MAINTENANCE:**

The Vendor also covenants to the purchaser that the development and maintenance of the layout is carried out by the land developer and the maintenance of the said the layout will be carried out by the land developer until the same is taken over by the MUDA.

**12. STAMP DUTY AND REGISTRATION EXPENSES:**

That, the stamp duty and registration expenses for the registration of this Deed of Sale is borne by the Purchaser.

# SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL of the Residential Property bearing Site No. **56**, measuring **East to West (23.00+16.80)/2 North to South (9.00+9.8)/2** Mtrs, being formed by the Vendor at the Layout known as **“Manasa Tej”,** situated at Madagalli Village, Yelawala Hobli, Mysore Taluk in Sy No. 60/1A and 60/2A with an extent of 06 Acres 23 Guntas duly converted by the Deputy Commissioner of Mysore District for residential purpose vide their Order No. ALN(1)57/08-09 dated 08-06-2009 and ALN(1)58/08-09 dated 20-05-2009 and the Layout Plan has been duly approved by the Town Planning Authority, of MUDA, Mysore bounded as follows:-

### East by : Site No.57

### West by : Private Property

### North by : Site No.58

South by : Road.

Measuring **East to West: (23.00+16.8)/2** **mtrs & North to South: (9.00+9.8)/2 in all measuring 187.06 Sq. Mtrs.**

**In witness whereof**, the Vendors 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

2.

PURCHASER