ABSOLUTE SALE DEED

DRAFTED BY:-

**M.S. NARASIMHAMURTHY**

Document Writer

Licence No.04/2009-10 (N)

No.2800, K-11, 2nd Main,

Chamundipuram Mysore-8

**🖁: 99451-55117**

This Deed of Sale of the schedule mentioned property is made on this Fifth day of November, Two Thousand and Twenty **(05-11-2020)** by and between at Mysore ----

SRI. RAJASEKARAN. C (PAN NO. AHSPR7636J, ADHAR NO.5575 2098 2708) aged about 49 years, S/o. SRI.N. Chandrasekaran, residing at 618, 3rd Cross, Manchegowdana Koppal, Mysore-570017. Hereinafter referred to as the “VENDOR” (which term shall mean and include his heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest.)

###### IN FAVOUR OF

**SRI. SRIDHAR. S** **(PAN NO. CVVPS3563A) (ADHAR NO. 4793 4202 5541)** aged about 32 years, S/o. Sri. Srinivasaiah, residing at No. 08, Lakshmi Nilaya, Vidya Nagara, Devirammanahalli, Nanjangud Town, Mysore-571301 Hereinafter referred to as the **“PURCHASER”** (which expression wherever the context or meaning so requires of permits means and includes his/her heirs, executors, legal representatives and assigns).

WITNESSETH AS FOLLOWS:-

Whereas the vendor is the absolute owner and in possession of the residential property bearing **House No. 123,** **East to West : 9.00 Mtrs, North to South : 15.00 Mtrs Totally measuring 135.00 Sq.Mtrs** carved out of the residentially converted land bearing Survey Nos. 176/2, 177/1A, 177/1B, 177/2B, 180/1, 180/2, 180/3, 183/1P2, 183/2, 183/3, 183/4, 184, 185, 186, 189, 190/2, 190/3, 190/4, 190/5, 190/6, total extent of Acres 38-28.08 Guntas, and layout known as **“K B L GARDENIA”** situated at **Belavadi Village**, Yelawala Hobli, Mysore Taluk. Morefully described in the schedule hereunder written and hereinafter called the **“SCHEDULE PROPERTY”.**

Whereas the schedule property was purchased by the vendor Sri. Rajasekaran.C from Sri. Ramesh Nagaraj Konanur and Smt. Nalini Nagaraj via Sale Deed registered on 14-11-2018 in the office of the Sub-Registrar, Mysore West, Mysore as document No.MYW-1-**08165**/2018-19 of Book-1 stored in C.D. No. MYWD-114 and vendor registered the khatha at Mysore Urban development authority vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ- new-**22720**/2018-19 dated on 29-11-2018. And paid upto date tax to the concerned authority.

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 clear loans and to meet some of his legal necessities and family needs and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of **Rs.30,50,000/- (Rs. Thirty Lakh Fifty Thousand 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.30,50,000/- (Rs. Thirty Lakh Fifty Thousand only)** received by the vendor from the purchaser in the following manner :-

1. A sum of **Rs. 5,00,000/- (Rupees Five Lakh Only)** to the Vendor by way of cheque bearing No. **000002** dated 30-09-2020 drawn on HDFC Bank, Jayanagar Branch, Bangalore
2. A sum of **Rs.10,50,000/- (Rupees Ten Lakh Fifty Thousand Only)** from the purchaser by way cheque bearing No. **000006** dated 28-10-2020 drawn on HDFC Bank, Jayanagar Branch, Bangalore
3. The purchaser availed a loan facility of **Rs.15,00,000/-(Rupees Fifteen Lakh Only)** received by way of D.D No.. . . . .dated . . . . drawn on **Axis Bank Ltd,** Mysore to the seller Account No. PHRO15103572647 before undersigned witness at the time of Registration of this Sale Deed.

In the said manner the Vendor received the entire sale consideration of **Rs.30,50,000/- (Rs. Thirty Lakh Fifty Thousand only)** from the Purchaser, 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 has 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 they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendors do hereby covenants with the purchaser that they 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 vendors 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 vendors 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 vendors 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 MUDA khata, water and electricity khata along with deposit amount and other documents transferred to his name in respect of the schedule property, for which, the vendor has ‘No objection’.

The vendors have handed over all the 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 Site bearing No. **123**, **East to West : 9.00 Mtrs, North to South : 15.00 Mtrs Totally measuring 135.00 Sq.Mtrs** carved out of the residentially converted land bearing Survey Nos. 176/2, 177/1A, 177/1B, 177/2B, 180/1, 180/2, 180/3, 183/1P2, 183/2, 183/3, 183/4, 184, 185, 186, 189, 190/2, 190/3, 190/4, 190/5, 190/6, total extent of Acres 38-28.08 Guntas, and layout known as **“K B L GARDENIA”** situated at **Belavadi Village**, Yelawala Hobli, Mysore Taluk. bounded by:-

### East by : Site No. 124

### West by : Site No. 122

### North by : 9.00 Mtrs Road

### South by : Site No. 150

Vacant Site measuring **East to West : 9.00 Mtrs, North to South : 15.00 Mtrs Totally measuring 135.00 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 has executed this deed of absolute sale in favour of the purchasers on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

**Witnesses:-**

**1)**

**VENDOR**

2)

PURCHASER