ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 08th day of September Two Thousand and Twenty Two (08-09-2022) by ---

Sri. NITHIN.B.R (PAN NO AIWPR7800D, AADHAAR NO. 4922 1525 7518) S/o. Sri. Radhakrishnaiah Setty. B.R aged about 40 years, residing at No.1750, 4th Cross North, Anikethana Road, Kuvempunagar, Mysore-570023, Hereinafter referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits his legal heirs, legal representatives, successors, administrators, executors, agents and assigns of the one part.

IN FAVOUR OF

Sri. HARISH DEVARAJ URS. S (PAN: ACCPU5224E, AADHAAR NO. 6179 2308 7199) S/o Sri. Sridhara, Aged about 38 years, Residing at No.667, 10th Cross, Rajeev Nagar, 2nd Stage, Mysore-570019. 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 House bearing No. 90, along with Ground Floor and First floor House measuring 121.16 Sq.Mtrs (1304.17 Sq.Feet) built in Site No.90 measuring East to West : 12.00 meters and North to South : 9.00 meters in total 108.00 Sq.Mtrs formed out of Sy.No. 40/4B, 41/2, 41/4, 41/3C, 43, 44 and the layout known as “DISHA LAYOUT” carved out of residential property situated at Madagalli Village, Yelwala Hobli, Mysore Taluk duly converted by the Deputy Commissioner, Mysore vide No. ALN A (1) CR 24/2009-10 dated 20-07-2009 and obtained a Plan Approval from Mysore Urban Development Authority, Mysore vide No. ªÉÄÊ£À¥Áæ.£ÀAiÉÆÃ.«£Áå¸À 64/2013-14 dated 05-09-2013 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 was purchased by Sri.Nithin.B.R from Sri.K.N.Mahadevaswamy and the Vendor got registered the Absolute Sale Deed in office of the Sub-registrar Mysore West, Mysore as document No. MYW-1-04801/2017-18 of Book I stored at C.D. No. MYWD-89 dated 07-10-2017 and the vendor paid Rs. 600/- vide challan No. 15816 and has got a khatha transfer certificate vide no. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ- NEW-14559/17-18.

and they have constructed the building as per sanctioned plan from MUDA on 22-11-2017 vendor got the work order from MUDA vide No. **ªÉÄÊ£À¥Áæ:£ÀAiÉÆÃ:¥Áæ¥Àæ¥À: 1245/2017-18** and after the completion of the building got Completion Report on date 29-11-2019 and vide No. **ªÉÄÊ.£À.¥Áæ. PÀ.¥ÀÆ.ªÀgÀ¢ : ªÀ.PÀ-3/174/2019-20** and paid upto date property Tax to the concerned office and enjoying the same without any obstructions or interference from any other persons. The schedule mentioned property is self-acquired property of the vendor.

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 his self-earned funds, that is to say, the schedule property is his 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 his legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.43,00,000/- (Rupees Forty Three Lakhs 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.43,00,000/- (Rupees Forty Three Lakhs only) has been paid to the Vendor as detailed below:

1. The purchaser has availed a loan from IDBI Bank Lt d, Mysore. The bank has issued a cheque for Rs.41,28,600/- (Rupees Forty One Lakh Twenty Eight Thousand Six Hundred Rupees only) by way of D.D No.007846 Dated 30-06-2022 drawn on IDBI Bank, V.M Double Road, Saraswathipuram, Kuvempunagar Branch, Mysore,
2. A sum of Rs.1,00,000/- (Rupees One Lakh only) by way of NEFT vide Reference No. 000484801900 dated 06-09-2022.
3. A sum of Rs.71,400/- (Rupees Seventy One Thousand Four Hundred Rupees only) by way of NEFT vide Reference No. 090080665767501 dated 06-09-2022 and as a sale consideration.

That in consideration of payment of the entire sale consideration of Rs.43,00,000/- (Rupees Forty Three Lakhs only) paid by the purchaser to the vendor as stated above, 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 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 part 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 he 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. In case of any such dispute or claim arises in future, the vendor shall clear the same at his own costs and risks. In case the purchaser suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the purchaser 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 MUDA khata and all other documents transferred to his 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 House No. 90, along with Ground Floor and First floor House measuring 121.16 Sq.Mtrs (1304.17 Sq.Feet) with Vetrified tiles with RCC Roof together with water, electricity and sanitary connections built in Site No. 90 measuring East to West : 12.00 meters and North to South : 9.00 meters in total 108.00 Sq.Mtrs formed out of Sy.No. 40/4B, 41/2, 41/4, 41/3C, 43, 44 and the layout known as “DISHA LAYOUT” carved out of residential property situated at Madagalli Village, Yelwala Hobli, Mysore Taluk duly converted by the Deputy Commissioner, Mysore vide No. ALN A (1) CR 24/2009-10 dated 20-07-2009 bounded by:-

### East by : Site No. 84,

### West by : ROAD,

### North by : Site No. 91,

### South by : Site No. 89.

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 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.

(Sri. NITHIN.B.R)

VENDOR

2.

(Sri. HARISH DEVARAJ URS.S)

PURCHASER