ABSOLUTE SALE DEED SITE NO.28

This Deed of Absolute Sale of the Scheduled property is made on this 15th day of January, Two Thousand and Twenty One (15-01-2021) by,

Sri. T.M. CHANDRASHEKAR, S/o. Sri. Mahesh, aged about 30 years and Smt. LATHA CHANDAN, D/o. Sri. Mahesh & W/o. Sri. Chandan aged about 33 years, both are residing at No. 8, Dr. Rajkumar Road, Shakthinagar, Sathagalli, Nazarbad Mohalla, Mysore, hereinafter referred to as the VENDOR represented by their G.P.A Holder Sri. D. KRISHNA, S/o. Late. K.M. Dasegowda, residing at No. 979, 1st Stage, Vijayanagar, Devaraja Mohalla, Mysore (G.P.A duly registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-4-00268/2014-15 of Book IV stored at CD No. MYWD 35 dated 18-10-2014) (the terms the Vendor wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) of the one part;

AND

SUSHMA SHETTY (PAN NO. BHOPS2683F, ADHAR NO. 7257 7340 7315) aged about 41 years, D/o. B. Jithendra Shetty, residing at Salvadi, Kundapura, Kalavara, Udupi-576222. Hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits her heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

Whereas, the agricultural landed property bearing Sy No. 220 measuring an extent of 3 Acres 36 guntas situated at Sindhuvalli Village, Jayapura Hobli, Mysore Taluk was originally acquired by Sri. S. Harish by virtue of Partition Deed and the revenue khata of the said property was transferred in favour of Sri. S. Harish at the revenue authorities of Mysore Taluk.

Whereas the said property was purchased by Sri. K. Parashivamurthy on 28-11-2005 from Sri. S. Harish and others and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-14085/2005-06 of Book I stored at C.D No. MYND 65 and the revenue khata of the said property was transferred in favour of Sri. K. Parashivamurthy at the revenue authorities of Mysore Taluk.

Whereas the said property was purchased by Sri. D. Krishna on 08-05-2006 from Sri. K. Parashivamurthy and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-03319/2006-07 of Book I stored at C.D No. MYND 89 and the revenue khata of the said property was transferred in favour of Sri. D. Krishna at the revenue authorities of Mysore Taluk.

The said agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the Sri. D. Krishna on 27-07-2006. The Tahshildar of Mysore Taluk has given report vide letter No. ALN (2)CR.136/06-07 dated 23-09-2006. Based on the report, the concerned authorities have given direction to pay Rs. 1,27,415/- as Alienation charges and Rs. 55/- as podi fee. As per the directions, Sri. D. Krishna has remitted the said sum through Challan No. 18 dated 28-02-2007. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, by Order No. ALN(2)C.R. 149/2006-07 dated 17-03-2007 have granted permission to Sri. D. Krishna to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc.,

Out of which the property measuring 8603 Sq.mtrs alienated undeveloped property was jointly purchased by the vendors Sri. T.M. Chandrashekar and Smt. Latha Chandan on 05-06-2008 from Sri. D.Krishna and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-02559/2008-09 of Book I stored at C.D No. MYND 172.

Whereas the vendors Sri. T.M. Chandrashekar and Smt. Latha Chandan executed G.P.A in favour of Sri. D. Krishna on 18-10-2014 and the G.P.A duly registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-4-00268/2014-15 of Book IV stored at CD No. MYWD 35 dated 18-10-2014 for develop the said property and Sri. D. Krishna has submitted layout plan to the Director of Country and Town Planning Authority, Mysore Division and the office of the Director of Country and Town Planning Authority have given approval for layout plan and developed the said lands into residential sites as per the approved layout plan and Sri. T.M. Chandrashekar and Smt. Latha Chandan was jointly registered the Khata in respect of Site bearing No. 755/220/28 at Administrative limits of Sindhuvalli Grama Panchayathi and obtained Namune-9 & Namune-11A from Sindhuvalli Grama Panchayathi and 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 the schedule property is the self acquired property of the vendor/G.P.A Holder and got absolute right to alienate the schedule property as he likes. Now the vendor is in the actual physical possession of the property. Thus the vendor/G.P.A Holder is enjoying the same peacefully without litigations whatsoever.

And whereas, the Vendor is in need of funds in order to meet some of their legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs. 8,10,000/-(Rupees Eight Lakh Ten 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 ABSOULUTE Sale has come into effect and witnesseth AS FOLLOWS

In pursuance of the entire sale consideration of Rs. 8,10,000/-(Rupees Eight Lakh Ten Thousand only) paid by the purchaser in the following manner:-

1. A sum of Rs. 1,00,000/- (Rs. One Lakh Only) by way of Online Transfer vide Transaction Ref No. 100511404251 dated 05-01-2021.
2. A sum of Rs. 7,10,000/-(Rupees Seven Lakh Ten Thousand only) to the Vendor by way of Net Banking vide Transaction

Ref No. 18641309 dated 11-01-2021 through on ICICI Bank before undersigned witness at the time of Registration of this Sale Deed.

That in consideration of payment of the entire value of sale consideration of Rs. 8,10,000/-(Rupees Eight Lakh Ten Thousand only) paid by the purchaser to the vendor as stated above, thus, the vendor acknowledges the receipt of the same, the vendor hereby grant, transfer, convey, assign and set over the vacant possession of the Schedule property to the use of the purchaser by way of sale, together with all rights, liberties, privileges and easements, right, title, claim, demands, whatsoever of the vendor in the schedule property.

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 they have 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 they have 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 their 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 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 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 they 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 have also entitled to get the khata and all other documents transferred to their names 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 Property bearing Site No. 28, in “Sri Rajarajeshwari Enclave”, measuring East to West: 15.00 Mtrs & North to South: 9.00 Mtrs, carved out of residential converted land bearing Sy No. 220 measuring an extent of 3 Acres 36 guntas situated at Sindhuvalli Village, Jayapura Hobli, Mysore Taluk within Jurisdiction of Sindhuvalli Grama Panchayath, Vide Unique No. 152200420119020375, Property No. 755/220/28 and bounded as follows :-

East by : Site No.35,

West by : Road,

North by : Site No.27,

South by : Site No. 29.

Measuring East to West: 15.00 Mtrs & North to South: 9.00 Mtrs in all 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 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

(G.P.A Holder)

2)

PURCHASER