ABSOLUTE SALE DEED

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

**Smt. NIRMALA**

Aged about 60 years,

W/o. Sri. P.N. Nagaraju,

Residing at No. 211, Sai Murali Comforts,

3rd Main, BEML Layout, 5th Stage,

Channasandra, Rajarajeshwari Nagar,

Bangalore-560098

(Pan APFPN0878P & Aadhaar No. 2241 5136 0862)

(hereinafter called as the ‘**VENDOR’** which expression unless repugnant to the context means and includes her heirs, assigns, successors and representatives in interest):

## IN FAVOUR OF

**Sri. ARUN VISHWANATH**

Aged about 39 years,

S/o. Sri. Vishwanath,

Residing at No. 52, 5th Cross,

4th Main, Banashankari 3rd Stage,

Bangalore-560085,

(Pan AETPV9932P & Aadhaar No. 9444 4882 7090)

(hereinafter called as the **‘PURCHASER’** which expression unless repugnant to the context means and includes his heirs, assigns, successors and representatives in interest):-

##### WITNESSETH AS FOLLOWS:-

Whereas Vendor is the absolute owner of the schedule mentioned property bearing Site No.47, Layout formed by M/s. Yogakshema Housing Co-operative Society Ltd., in Sy. No. 67, extent 1 acre 39 guntas & Sy. No. 70, extent 4 acres 11 guntas, situated at Jeeva Vima Nagar (LIC Colony), 3rd Phase, Huyilalu Village, Yelwala Hobli, Mysore Taluk, measuring East to West 18.00 Meters and North to South 14.7 Meters, morefully described in the schedule below, which was purchased by the Vendor Smt. Nirmala from M/s. Yogakshema Housing Co-operative Society Ltd., represented by its President Sri. N.L. Shekar on 4-3-2016 and the same has been registered as document No. MYW-1-11108/2015-16 of Book-I vide CD No. MYWD-62 dated 4-3-2016 in the Office of the Sub-Registrar, Mysore West, Mysore and the said property was transferred in favour of the Vendor on 7-4-2016 by paying a transfer fee of Rs. 2,000/- vide Challan No. 7455 to MUDA., and Khatha has been transferred in favour of the Vendor on 7-4-2016 vide No. Mai.Na.Pra/Kha.Va-NEW-5783/15-16 at MUDA., 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 the 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 schedule property is the self acquired property of the Vendor. 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 her family necessity and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs. 40,00,000/- (Rupees Forty 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

That the consideration for the sale of the schedule property is **Rs. 40,00,000/- (Rupees Forty Lakhs only)** paid by the Purchaser to the Vendor in the following manner :-

1. A sum of Rs. 5,000/- (Rupees Five Thousand only) through cash as advance at the time of sale agreement.
2. Balance sale consideration of Rs. 39,95,000/- (Rupees Thirty Nine Lakhs Ninety Five Thousand only) by way of Housing Loan sanctioned to the PURCHASER by State Bank of India, RACPC Branch 05213, Mysore and paid by their Bankers Cheque No. 402636 dated 30-12-2020 in favour of the VENDOR at the request and authorization of the PURCHASER at the time of registration of this sale deed before undersigned witness.

That in consideration of payment of the entire sale consideration of **Rs. 40,00,000/- (Rupees Forty Lakhs only)** paid 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 is 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 or anyone claiming under or through her. The PURCHASER TO HAVE AND TO HOLD the schedule property and any part thereof by themselves, his legal heirs, representatives, successors and assigns absolutely and forever.

The vendor hereby assures the purchaser that she 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 she 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 she has 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, construction, 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 khata and all other documents transferred to his name in respect of the schedule property, for which, the vendor has ‘No objection’.

The vendor is 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 property bearing Site No.**47**, Layout formed by M/s. Yogakshema Housing Co-operative Society Ltd., in Sy. No. 67, extent 1 acre 39 guntas & Sy. No. 70, extent 4 acres 11 guntas, situated at Jeeva Vima Nagar (LIC Colony), 3rd Phase, Huyilalu Village, Yelwala Hobli, Mysore Taluk, bounded on :-

East by : Site No. 20 & 19

West by : 9.00 Meters Road

North by : Site No. 46

South by : 9.00 Meters Road

Measuring **East to West 18.00 Meters and North to South 14.7 Meters** in all measuring **264.6 Square Meters** of vacant site.

Whereas Vendor’s husband Sri. P.N. Nagaraju and Vendor’s son Sri. N. Lokesh and Vendor’s daughter N. Rajalakshmi have signed this document as consenting witness.

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

1.

2.

2.

3.

CONSENT WITNESS

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| DRAFTED BY  **K.R.SATHYANARAYANA**  Document Writer  Licence No. 581/93-94  D. No. 1036/20,4th Main,  Vidyaranyapuram, Mysore-8  **Phone: 98451 15470** |

PURCHASER