ABSOLUTE SALE DEED

This Deed of Absolute Sale of the Scheduled property is made on this 09th day of September, Two Thousand and Twenty One (09-09-2021) by,

SRI.K.S.BYRAPPA, (PAN NO. AEJPB2028N, AADHAAR NO. 6619 1234 1990) aged about 64 years, S/o. Sri.siddalingappa, residing at No.584, 1st A Cross, Banagiri Nagara, Banashankari 3rd Stage, Bangalore-560085. Hereinafter referred to as the VENDOR/SELLER which expression shall mean and include wherever the context so requires or admits her legal heirs, survivors, legal representatives, successors, administrators, executors, and assigns of the one part.

AND

SRI. AMBEKHAR VENKATESWARA RAO, (PAN NO. AGDPR2710F, AADHAAR NO. 2086 5284 4077) aged about 49 years, S/o. Late A.Vittal Rao, residing at No. 348, Sampathu Nilaya, 5th Main, 4th Cross, Sri Krishna Nagara, Yeragana halli, Mysore-570011, 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 Vendor/seller is the absolute owner and in possession of residential property bearing Whereas, the Vendor is the absolute owner and in possession of residential property bearing Site No. 494 carved out of the residentially converted land bearing survey number 240, 248/1, 250, 251/1, 251/2A, 251/2C, 253, 254/1, 254/2, 255, 256/1, 256/2A, 256/2B, 256/3 measuring 37 acre 6 guntas of Belawadi Village, Ilwala Hobli, Mysore Taluk Mysore measuring East to West : 12.00 mtrs., North to South : 9.00 mtrs. Totally measuring 108.00 Sq.Mtrs., 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 schedule site having been allotted by State Government Employees House Building Co-Operative Society to Smt. D. Shylaja on 07-08-2011 and obtained sale deed registered in favour of Smt. D. Shylaja represented by her GPA holder Sri. Pradeep Krishnappa from State Government Employees House Building Co-Operative Society represented by its Secretary and Confirming Party Sri. G. L. Shivanna on 18-10-2011 and the same has been registered in the office of the Sub-Registrar, Mysore North, Mysore as document No. MYN-1-14692/2011-12 of Book I stored at C.D.No. MYND-293 on 18-10-2011. And the Society has issued a Possession Certificate on 18-10-2011. The khata of the schedule property registered in favour of Smt.D.Shylaja at Mysore Development Authority (MUDA) vide No.28 of Book No.1 at page No.07. dated 15-02-2012.

And the vendor Sri. K.S.Byrappa purchased a schedule property from Smt.D.Shylaja on 15-02-2013 via Sale Deed and the same has been registered in the office of the Sub-Registrar, Mysore West, Mysore as document No. MYW-1-01633/2012-13 of Book I stored at C.D.No. MYWD-3 on 15-02-2013. The khata of the schedule property registered in favour of the vendor Sri. K.S.Byrappa at Mysore Development Authority (MUDA) vide No.28 of Book No.1 at page No.07. dated 09-04-2013. And the vendor paid upto date tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession and enjoyment of the said property. The schedule property is self acquired property of the vendor. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

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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 their 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 their legal necessities and has therefore decided to sell the schedule property to the purchaser for a valuable sale consideration of Rs.7,56,000/-(Rupees Seven Lakh Fifty Six 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.7,56,000/-(Rupees Seven Lakh Fifty Six Thousand Only) paid by the purchaser in the following manner:-

1. A sum of Rs.2,00,000/- (Rupees Two Lakh only) to the Vendor by way of RTGS vide UTR No. KARBH21200087105 dated 19-07-2021,
2. A sum of Rs.5,00,000/- (Rupees Five Lakh only) to the Vendor by way of RTGS vide UTR No. KARBH21217516048 dated 05-08-2021,
3. A sum of Rs.56,000/- (Rupees Fifty Six Thousand only) to the Vendor by way of Cash 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.7,56,000/-(Rupees Seven Lakh Fifty Six 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 residential property bearing Site No. 494 carved out of the residentially converted land bearing survey number 240, 248/1, 250, 251/1, 251/2A, 251/2C, 253, 254/1, 254/2, 255, 256/1, 256/2A, 256/2B, 256/3 measuring 37 acre 6 guntas of Belawadi Village, Ilwala Hobli, Mysore Taluk Mysore measuring East to West : 12.00 mtrs., North to South : 9.00 mtrs. Totally measuring 108.00 Sq.Mtrs., and bounded by:-

### East by : Road

### West by : Site No. 491

### North by : Site No. 495

### South by : Site No. 493

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.K.S.BYRAPPA)

VENDOR/SELLER

2)

(AMBEKHAR VENKATESWARA RAO)

PURCHASER