ABSOLUTE SALE DEED

This Deed of Sale of the Scheduled property is made on this 17th day of August, Two Thousand and Twenty (17-08-2020) by ---

Sri. MOHAMED RAHIM PASHA (PAN No. BMYPP4272J) (ADHAR NO. 7561 6408 7438) aged about 60 years, S/o. Late. Mohamed Hayath, residing at LIG-19, 7th Main Road, CITB Colony, Udayagiri, Lashkar Mohalla, Mysore-570019. hereinafter referred to as the VENDOR which expression shall mean and include wherever the context so requires or admits his/her legal heirs, survivors, legal representatives, successors, administrators, executors, agents and assigns of the one part.

AND

Sri. C. D. MURALIDHAR (PAN No. AEKPD2092P) (ADHAR NO. 2311 9051 6691) aged about 67 Years, residing at No. 16, 1st Cross, Annapurneshwari Layout, Vidyaranyapura, Near HMT First Block, Bangalore North, Bangalore-560097. hereinafter referred to as the PURCHASER, which expression shall mean and include wherever the context so requires or admits his/her heirs, legal representatives, administrators, executors, nominees and assigns of the other part.

1. Whereas, the Vendor is the absolute owner and in possession of residential property bearing Site No. 203, in the layout known as “TREASURY LAYOUT” measuring East to West : 9.00 Mtrs, North to South : 15.00 Mtrs., carved out of converted land bearing Sy Nos. 60/1, 60/2, 60/3, 61, 89/2, 90/2, totally measuring 16 acres 01 guntas of Kenchalagudu Village, Jayapura Hobli, Mysore Taluk formed and developed by Treasury Department Employees’ Co-operative House Building Society Ltd., Mysore, morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the scheduled property.
2. Whereas, the scheduled property having been allotted by the Mysuru-Chamarajnagara District Treasury Department Employees’ Co-operative House Building Society Ltd., Mysore., in favour of Sri. MOHAMED RAHIM PASHA on 01-03-2013 and obtained Title Deed (Sale Deed) from the said society on 06-07-2013 and the same has been registered in the office of the Sub-Registrar Mysore West, Mysore as document No. MYW-1-03281/2013-14 of Book I stored at C.D.No. MYWD-11 dated 06-07-2013 and obtained Possession Certificate vide No. 013 from the said society on dated 12-06-2014 and registered the khata in his favour by MUDA on 13-11-2019 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-30584/19-20 and paid tax to the concerned authorities. The scheduled property is the self acquired property of the Vendor and has got absolute right to alienate the schedule property as he likes.

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 is the absolute owner of the schedule property and has no fetters what so ever to sell it. The Vendor has purchased the schedule property out of his self-earned funds, that is to say, the schedule property is absolute and self acquired property. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.

1. 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. 12,00,000/- (Rupees Twleve Lakh only) for which, the purchaser have also agreed to purchase the schedule property for the said sale consideration, free from all encumbrances, claims and demands.
2. Now This Deed of Sale has come into effect and witnesseth

In pursuance of the entire sale consideration of Rs. 12,00,000/- (Rupees Twleve Lakh only) received by the vendor from the purchaser by way of D.D.No.649848 dated on 12-08-2020 drawn on State Bank of India, Vidyaranyapura Branch, Bangalore, before undersigned witness at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of Rs. 12,00,000/- (Rupees Twleve Lakh only) made 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 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.

1. The vendor hereby assures the purchaser that he 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 he has full and unrestricted right in and over the schedule property hereby conveyed.
2. The vendor hereby further assures 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 his 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.
3. INDEMNITY :

The vendor do hereby covenants with the purchaser that personally and from out of his properties, he shall save harmless and indemnify and keep the purchaser indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, equities, 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 indemnifies the purchaser that since he is absolute owner of the schedule property, he indemnifies against any claims at any time by/from any of his family members claiming any right over the schedule property and keep the purchaser indemnified against such claims.

1. 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.

1. The Vendor assures the Purchaser that he has paid up to date tax and that there are no arrears to be paid.
2. The purchaser is 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’.
3. 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 bearing Site No. 203, in the layout known as “TREASURY LAYOUT” measuring East to West : 9.00 Mtrs, North to South : 15.00 Mtrs., carved out of converted land duly converted for residential purpose by Deputy Commissioner Mysuru vide order No. ALN(3) PR102/2011-12 dated 18-08-2011and said site no 203 duly released by MUDA, Mysore vide letter no. my.na.pra/P.B/Kha.bha/ 665/2012-13 bearing Sy Nos. 60/1, 60/2, 60/3, 61, 89/2, 90/2, totally measuring 16 acres 01 guntas of Kenchalagudu Village, Jayapura Hobli, Mysore Taluk formed and developed by Treasury department Employees’ Co-operative House Building Society Ltd., Mysore, and bounded by:-

### East by : Site No. 202,

### West by : Site No. 204,

### North by : Road,

### South by : Private Property.

Measuring East to West : 9.00 Mtrs, North to South : 15.00 Mtrs. in all 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 purchaser on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

##### Witnesses:-

1.

VENDOR

2.

PURCHASER