**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this **01st** day of **December** in the year 2021 **(01-12-2021)** by and between:

**SRI. N.G.SURESH (PAN No. GXAPS3514Q, AADHAAR NO. 2063 4677 8733),** aged about 54 years, S/o. Late. Gundegowda, residing at No. Mathrushree Farm, A Kalenahalli, Srinivasa Pura Post, Dandiganahalli Hobli, Channarayapatna Taluk, Hassan District. hereinafter referred to as the **SELLER,** (which expression shall unless repugnant to the context mean and include his heirs, successors, executors, assigns, administrators and representatives-in-interest) of the **ONE PART**:

# **K S F C EMPLYOEES HOUSE BUILDING CO-OPERATIVE SOCIETY (REGISTRATION No. AR41/MKT-1/RGN/24306/98-99 dated 16-05-98)** having its office at No. 481, 1st Floor, 9th Main Road, Vinayamarga, Opposite to Ganapathi Temple, Siddarthanagara, Mysore-570011 represented by its President **SRI. CHANDRE GOWDA.N.G (PAN No. ADLPC8880A, AADHAAR NO. 5509 6307 9124)** aged about 65 years, S/o. Sri. Gundegowda are residing at No. 33,2nd Cross, Thunga Road, Siddartha Nagara, Raghavendra Nagara, Mysore-570021. Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context mean and include their heirs, successors, executors, assigns, administrators and representatives -in-interest) of the **SECOND PART;**

Whereas the seller is the absolute owner and in possession of the undeveloped converted Land bearing **Survey No.56/3, an extent of 1 Acre 2 guntas,** and **Sy.No.** **56/4** measuring an extent of **1 Acre of 19 Guntas** situated at Vajamangala Village Varuna hobli, Mysore Taluk Morefully described in the schedule below.

Whereas, the schedule property was purchased by the vendor from Sri.R.H.Suresha and Smt. Shylaja Suresh Via Sale Deed on **25-05-2015** and same has been registered in the office of the Sub-Registrar, Mysore East Mysore as document No. **MYE-1-01663/2015-16** of Book I stored at C.D.No. **MYED-52**. The khata of the schedule property registered in favour of the vendor at Mysore Tahsildar Office and obtained RTC vide MR H33/2014-2015 dated 30-06-2015 Khatha and 70, for Sy. No.56/3 and from Sri.R.H.Suresha and Smt. Shylaja Suresh Via Sale Deed on **25-05-2015** and same has been registered in the office of the Sub-Registrar, Mysore East Mysore as document No. **MYE-1-01661/2015-16** of Book I stored at C.D.No. **MYED-52**. The khata of the schedule property registered in favour of the vendor at Mysore Tahsildar Office and obtained RTC vide MR H33/2014-2015 dated 30-06-2015 Khatha and 70, for Sy. No.56/4, And the vendor paid upto date tax to the concerned authorities and kept the property free from all encumbrances.

WHEREAS, in response to his application, the Deputy Commissioner, Mysuru District has issued vide No. MYSDC/ALn3/VAJA/376/2017 dated 13-11-2017 permitted the Seller to use the land bearing Survey No.56/4 measuring 1 Acre of 19 Guntas and Sy.No. 56/3 measuring 1 Acre 2 Guntas from agricultural purposes to residential purposes.

Now the seller is in the actual physical possession of the property and the said property is self acquired property of the seller. Thus the seller is enjoying the same peacefully without litigations whatsoever.

And whereas, since from the date of registration of the Sale deed, the Seller 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 Seller 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.

And whereas, the Seller is in need of funds in order to meet some of her legal necessities and has therefore decided to sell the schedule property to the purchasers for a valuable sale consideration of **Rs.1,49,98,500/- (Rs One Crore Forty Nine Lakh Ninety Eight Thousand and Five Hundred 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.1,49,98,500/- (Rs One Crore Forty Nine Lakh Ninety Eight Thousand and Five Hundred only)** received by the seller from the purchaser in the following manner :-

A sum of  **Rs.1,49,98,500/- (Rs One Crore Forty Nine Lakh Ninety Eight Thousand and Five Hundred only)** received by way of Cheque/D.D No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ dated\_\_\_\_\_\_\_\_\_\_drawn on \_\_\_\_\_\_\_\_\_Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

That in consideration of payment of the entire sale consideration of **Rs.1,49,98,500/- (Rs One Crore Forty Nine Lakh Ninety Eight Thousand and Five Hundred only)** made by the purchaser to the seller as stated above, thus, the seller acknowledges the receipt of the entire sale consideration and as the absolute and beneficial owner of the schedule property, the seller 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 seller 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 seller.

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 seller 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 seller on the schedule property or any part thereof shall or can be impeached. The seller further assures the purchaser that they have full and unrestricted right in and over the schedule property hereby conveyed.

The seller 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 seller 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 seller shall reimburse and compensate the purchasers against the same.

The seller do hereby covenants with the purchaser that he shall keep the purchasers indemnified from the claims or encumbrances, demands, charges, liens, attachments, acquisitions, arrears of taxes and claims of whatsoever nature and the seller 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 seller 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 seller 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 khatha and all other documents transferred to his name in respect of the schedule property, for which, the seller has ‘No objection’.

The seller 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**

1. All that piece and parcel of undeveloped converted Land bearing Survey No. **56/3** measuring an extent of **1 Acre of 02 Guntas** situated at Vajamangala Village, Varuna hobli, Mysore Taluk duly converted by the Deputy Commissioner, Mysore vide No. MYSDC/ALN3/VAJA/. 376/2017 dated 13-11-2017andbounded by**:-**

### East by : La.Sa.No. 55,

### West by : La.hi.No. 56/4

### North by : La.hi.No.56/2A,

### South by : La.sa.No.32,33.

Measuring Survey No. **56/3** measuring an extent of **1 Acre of 02 Guntas**

1. All that piece and parcel of Undeveloped converted Land bearing Survey No. **56/4** measuring an extent of **1 Acre of 19 Guntas** situated at Vajamangala Village, Varuna hobli, Mysore Talukduly converted by the Deputy Commissioner, Mysore vide No. MYSDC/ALN3/VAJA/. 376/2017 dated 13-11-2017andbounded by**:-**

East by : La.hi.No. 56/2A, 2B, 3

### West by : La.Sa.No. 57,

### North by : La.hi.No.56/1,

### South by : La.sa.No.32.

Measuring Survey No. **56/4** measuring an extent of **1 Acre of 19 Guntas**

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 Seller has executed this deed of absolute sale in favour of the purchasers on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

**Witnesses:-**

**1.**

**SELLER**

**2.**

**PURCHASER**