**ABSOLUTE SALE DEED**

**THIS DEED OF SALE** is executed on this **25th** day of **February** in the year 2021 **(25-02-2021)** by and between:

**SRI. S. MUTHU (PAN No. AIMPM3464C, Aadhaar No. 5786 9092 8422)**, aged about 47 years, S/o. Late. Subramani, residing at No. 110, LIG, Group-4, K.H.B Colony, Hootagalli, Mysore-570018, 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**:

# **AND**

**SMT. B. S. BHAGYA (PAN No. FKQPB0066Q, Aadhaar No. 6789 2851 5806)**, aged about 51 years, W/o. Sri.H.C.Kumaraswamy. residing at No. 4/44, 8th Cross, Janatha Badavane, J.P.Nagara, Mysore South, Mysore-570008. Hereinafter referred to as the **PURCHASER** (which expression shall unless repugnant to the context mean and include her 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 residential property bearing **House No. 10,** constructed in site No.10,Out of CD list released by the MUDA formed and developed in the immovable properties Sy.No.94/1 measuring 02 Acres 06 Guntas land, alienated vide orders of Deputy Commissioner, Mysore District, vide order bearing ALN(1) 176/2005-06, dated 5-1-2009. Totally measuring to an extent of 02 Acre 06 Guntas land, converted from agricultural purpose to residential purpose land and layout formed there in and layout plan has been approved by MUDA, Mysore vide its order dated 05-02-2015 bearing No. 94/2014-15 and the sites formed according to the plan approved by MUDA situated at Belawadi Village, Yelwala Hobli, Mysore Taluk, Mysore District and the layout known as **“SHREE VINAYAKA ENCLAVE LAYOUT,2ND STAGE”** measuring **East to West : (6.30+6.00)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 55.35 Sq.Mtrs.** Morefully described in the schedule below.

And Whereas the “Shree Vinayaka Developers” represented by its Managing partners Sri.K.Vivekananda and Krishne Gowda.P purchased a property through sale deed 06-12-2014 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**07634**/2014-15 of Book I stored at CD No. MYWD 39.

Whereas based on these document “Shree Vinayaka Developers” represented by his Managing partners Sri.K.Vivekananda and Krishne Gowda.P becomes the absolute owner of the said property.

Based on all the said conversion orders they have obtained plan to form residential layout jointly and also got joint plan sanctioned by the Mysore Urban development Authority, Mysore vide No.94/2014-15 dated 05-02-2015 both they have got released CD report at first of or the sites as per above plan. And also they have executed on Relinquishment Deed in favour of MUDA, Mysore regarding the roads in the said layout. By these acts the said layout is in accordance with all laws and terms and conditions of MUDA.

Whereas they formed the Layout as per the plan approved by MUDA and are in possession and enjoyment of the whole property. In the said manner the “Shree Vinayaka Developers” is the owner of the said Site.

whereas the schedule property was purchased by the seller Sri. S.Muthu from Sri.Vivekananda.K (Managing Partner) and Sri.Krishne gowda.P (Partner) represented by Shree Vinayaka Developers via sale deed on 06-06-2015 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**01973**/2015-16 of Book I stored at CD No. MYWD 48 And there was an error in the sale deed Which has wrongly mentioned as Site No.**52**, measuring East to West : (12.25+12.60)/2 Mtrs, North to South : (9.25+8.15)2 Mtrs**.**

So the Rectification Deed registered in the office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**02930**/2015-16 of Book I stored at CD No. MYWD 50 dated 04-07-2015 hence rectification deed hereinafter in the above sale deed in 4th Sheet Site No. and dimension read as **Site.No.10,** measuring **East to West : (6.30+6.00)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 55.35 Sq.Mtrs.**

Whereas the khata of the said property was transferred in favour of the seller by MUDA, Mysore after collecting the transfer fee of Rs. 300/- vide challan No. 2637 dated 03-08-2015 and obtained Khatha transfer certificate on 03-08-2015 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-842/15-16. The Seller has got Building Completion Report from MUDA vide No. ªÉÄÊ£À¥Áæ.£ÀAiÉÆÃ:¥Áæ¥Àæ¥À: 786/ 2017-18 dated 30-08-2017. The seller paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. 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 purchaser for a valuable sale consideration of **Rs. 40,00,000/- (Rs. Fourty Lakh 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. 40,00,000/- (Rs. Fourty Lakh only)** received by the seller from the purchaser in the following manner :-

a) A sum of **Rs. 10,00,000/- (Rs. Ten Lakh only)** by way of cheque bearing No. **618613** dated **12-12-2020** drawn on **Axis Bank,** Koramangala Branch, Bangalore as an advance

b) The purchaser has availed a loan facility of **Rs. 30,00,000/- (Rs. Thirty Lakh only)** by way of Bankers cheque. No. **402948** dated **24-02-2021** drawn on **State Bank of India,** RACPC**,** SaraswathipuramBranch, Mysore before undersigned witnesses.

That in consideration of payment of the entire sale consideration of **Rs. 40,00,000/- (Rs. Forty Lakh 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 herself, her legal heirs, representatives, successors and assigns absolutely and forever.

The seller 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 seller on the schedule property or any part thereof shall or can be impeached. The seller further assures the

purchaser that he has 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 her 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 purchaser against the same.

The seller 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 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 her 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**

All that piece and parcel of the residential property bearing **House No. 10,** constructed in site No.10, Out of CD list released by the MUDA formed and developed in the immovable properties Sy.No.94/1 measuring 02 Acres 06 Guntas land, alienated vide orders of Deputy Commissioner, Mysore District, vide order bearing ALN(1) 176/2005-06, dated 5-1-2009. Totally measuring to an extent of 02 Acre 06 Guntas land, converted from agricultural purpose to residential purpose land and layout formed there in and layout plan has been approved by MUDA, Mysore vide its order dated 05-02-2015 bearing No. 94/2014-15 and the sites formed according to the plan approved by MUDA situated at Belawadi Village, Yelwala Hobli, Mysore Taluk, Mysore District and the layout known as **“SHREE VINAYAKA ENCLAVE LAYOUT,2ND STAGE”** measuring **East to West : (6.30+6.00)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 55.35 Sq.Mtrs.** and bounded by:-

### East by : 9.00 Mtrs Road

### West by : Site No. 11

### North by : 9.00 Mtrs Road

### South by : Site No. 37

Measuring **East to West : (6.30+6.00)/2 Mtrs, North to South : 9.00 Mtrs Totally measuring 55.35 Sq.Mtrs** along with Ground Floor and First Floor dwelling house measuring **56.25 Sq.Mtrs** with Granite Flooring with RCC Roof together with water, electricity and sanitary connections there on.

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 purchaser on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

**Witnesses:-**

**1.**

(Sri.S.Muthu)

**SELLER**

**2.**

(Smt. B.S.Bhagya)

**PURCHASER**

DRAFTED BY:-

**K. R. UDAYA KUMAR**

###### Document Writer

###### Licence No.03/2009-10 (N)

###### No.1047/17, 6th Cross, 2nd Main,

###### Vidyaranyapuram, Mysore-8

**🖁: 93421-82298.**