ABSOLUTE SALE DEED SITE NO. 141

This Deed of Sale of the Scheduled property is made on this 10th  day of August, Two Thousand Twenty Two (10-08-2022) by ---

SRI.M.A.SOMAIAH

S/o. Sri. Aiyappa

aged about 58 years

residing at No. 195, Kambibane Road

Kodagarahalli Village and Post

Somawarapete Taluk

Kodagu-571237

(AADHAAR NO. 3686 8265 0038)

(PAN NO. AKVPS4424P)

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. MAHADEVA K N

S/o. Sri. Nagashetty

(ADHAR NO. 9740 7001 3151),

(PAN No. CKHPM8233J)

aged about 32 years,

SMT.VIJAYA.Y.T

W/o. Sri. Mahadeva K N

(ADHAR NO. 5662 8839 9204),

(PAN No. ANYPV7957N)

Both are residing at Keragodu,

Holenarasipura

Hassan - 573211

Hereinafter referred to as the PURCHASERS, 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.

Whereas, the Vendor is the absolute owner and in possession of residential property bearing Site No. 141, carved out of converted land bearing Sy. No. 41/2, 45/1, 45/2, 45/3, 45/4, 46, 47, 48, 49, totally measuring 16 Acres 28 Guntas measuring East to West : 12.00 Mtrs, North to South : 18.00 Mtrs., totally measuring 216.00 Sq.Mtrs and the Layout Known as “KRISHA LAYOUT” situated at Ilawala village, Ilawala Hobli, Mysore Taluk. Morefully described in the schedule hereunder, hereinafter referred to as the “scheduled property”. The vendor holds marketable title & possession of the scheduled property.

Whereas, the scheduled property was purchased by the Vendor Sri. Somaiah.M.A from Smt.G.R.Poornima, Smt.M.V. Vijayalakshmi, Sri. R.V.Harsha, Smt.Shashirekhamma all are represented by their GPA Holder M/s. ESS and ESS INFRASTRUCTURE PRIVATE LTD, represented by its Director Sri. Shreekanth Daas represented by his SPA Holder Sri.Balasubramanyam.P on 04-11-2011, the Sale Deed has been registered at the office of the Sub-Registrar Mysore North Mysore as document No. MYN-1-16090/2011-12 of Book I stored at CD No. MYND-295 on 04-11-2011 and the vendor registered the khata in his favour by MUDA on 09-01-2012 vide No. 777, of Book 04 at page No. 45. And paid upto date tax to the concerned authorities. The scheduled 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 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.

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 for a valuable sale consideration of Rs.49,99,000/- (Rupees Forty Nine Lakh Ninety Nine Thousand only) for which, the purchasers have 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.49,99,000/- (Rupees Forty Nine Lakh Ninety Nine Thousand only) received by the vendor from the purchasers in the following manner:-

1. A sum of Rs.10,00,000/-(Ten Lakh Only) received by way of RTGS vide UTR No. HDFCR52022080286336710 Dated: 02-08-2022 and
2. A sum of Rs.9,99,000/- (Rupees Nine Lakh Ninety Nine Thousand only) received by way of RTGS vide UTR No. HDFCR52022080386513832 Dated: 03-08-2022 and
3. The purchasers have availed a loan facility from ICICI Bank of Rs.30,00,000/-(Thirty Lakh Only) received by way of D.D.No. 347972 Dated: 06-08-2022 drawn on ICICI Bank, Kalidasa Road, Mysore at the time of Registration of this Sale Deed.

That in consideration of payment of the entire sale consideration of Rs.49,99,000/- (Rupees Forty Nine Lakh Ninety Nine Thousand only) made by the purchasers 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 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 PURCHASERS 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 purchasers 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 purchasers that they have full and unrestricted right in and over the schedule property hereby conveyed.

The vendor hereby further assures the purchasers 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 purchasers suffers any loss, expenses or inconvenience on account of such claims or disputes, then the vendor shall reimburse and compensate the against the same.

INDEMNITY : The vendor do hereby covenants with the purchasers that personally and from out of his properties, he shall save harmless and indemnify and keep the 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 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 purchasers 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 purchasers indemnified against such claims.

The vendor further covenants with the purchasers 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 purchasers.

The purchasers 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 Vendor assures the Purchasers that he has paid up to date tax and that there are no arrears to be paid.

The purchasers 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’.

The vendor has handed over all the relevant original documents and vacant physical possession of the schedule property to the purchasers, today itself.

# SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property All that piece and parcel of residential property Site No. 141, carved out of converted land bearing Sy. No. 41/2, 45/1, 45/2, 45/3, 45/4, 46, 47, 48, 49, totally measuring 16 Acres 28 Guntas measuring East to West : 12.00 Mtrs, North to South : 18.00 Mtrs., totally measuring 216.00 Sq.Mtrs and the Layout Known as “KRISHA LAYOUT” situated at Ilawala village, Ilawala Hobli, Mysore Taluk and bounded by:-

### East by : Site No. 142

### West by : Site No. 140

### North by : Road

### 

### South by : Pvt. Property.

Measuring East to West : 12.00 Mtrs, North to South : 18.00 Mtrs., totally measuring 216.00 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 purchasers on the day, month and the year first herein before written, in the presence of witnesses attesting hereunder.

WITNESSES:

1)

(SRI.M.A.SOMAIAH)

VENDOR

2)

(SRI. MAHADEVA K N)

(SMT.VIJAYA.Y.T)

PURCHASERS