

THIS ABSOLUTE SALE DEED MADE AND EXECUTED ON THIS, THE FIFTH DAY OF APRIL TWO THOUSAND AND TWENTY TWO (05/04/2022) AT BANGALORE

#### BETWEEN:

#### 1. Mr. AFZAL BASHA

Aged 56 Years S/o. Mr. Adam Basha PAN No. AMJPB1426C Aadhar No: 5157 3943 6179

#### 2. Mrs. HUMERA BANU

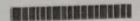
Aged 46 Years
W/o. Mr. Afzal Basha
PAN No: ABQPH6006G
Aadhar No: 5612 3016 3748

Both residing at No.5, 1st Floor, 2nd 'A' Street, Old Cementry Road Cross, Tasker Town, Shivajinagar, Bangalore – 560051

Hereinafter called as the "FIRST PARTY / VENDORS" by means of possession holders and title holders of the property which term shall where the context may be shall mean and include their legal heirs executors, successors-in-interest, legal representatives, administrators and assigns of the ONE PART.

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# ಕರ್ನಾಟಕ ಸರ್ಕಾರ ನೋಂದಣೆ ಹಾಗೂ ಮುದ್ರಾಂಕ ಇಲಾಖೆ Department of Stamps and Registration ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ದೆಯ ಕಲಂ 10 ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

ಶ್ರೀ Mr ISMAIL KHAN S/o I.K.Iftakar Ahmed Khan , ಇವರು 425600.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವದನ್ನು ದೃಡಿಕರಿಸಲಾಗಿದೆ

ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ
ಚಲನ್	387600.00	Challan No CR0422003000057065 Rs.387600/- dated 05/Apr/2022
ಚಲನ್	38000.00	Challan No CR0422003000057065 Rs.38000/- dated 05/Apr/2022
ఒట్ను :	425600.00	ASSESSED TO SECOND

ಸ್ಥಳ : ಕಾಚರಕನಹಳ್ಳಿ

ದಿನಾಂಕ : 05/04/2022

ಉಪನ್ನೊಂದಣ ಮತ್ತು ಯುಕ್ತ ಅಧಿಕಾರಿ ರಾಜರಾಧ್ಯಕ್ಷ ಮತ್ತು ಮತ್ತು ಅಧಿಕಾರಿಗಳು ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

Designed and Developed by C-DAC Pune.



#### AND:

# 1. Mr. ISMAIL KHAN

Aged about 35 years S/o Mr. I.K Iftakar Ahmed Khan PAN No: ABEPI4531R

Aadhar No: 4564 6647 6802

# 2. Mrs. FARHEEN SULTANA

Aged 30 Years W/o. Mr. Ismail Khan PAN No: EJZPS7370M Aadhar No: 2567 7686 2727

Both Residing at No.19, 7th Cross, Lalbagh Fort Road, Dodda Mavalli, Basavanagudi, Bangalore – 560004

Hereinafter called as the "SECOND PARTY/ PURCHASERS" which term shall where the context may be shall mean and include their legal heirs executors, successors-in-interest, legal representatives, administrators and assigns of the OTHER PART:

I. WHEREAS the **VENDORS** herein are the Absolute Owners by title and in possession and enjoyment of the piece and parcel of immovable Residential property bearing Municipal Corporation/BBMP No.47 (Old No.64), situated at 2nd Cross,

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#### **BINESHMAN**

Print Date & Time: 05-04-2022 03:30:52 PM

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टोस्कृदोलक संकर्त : 57

ಕಾಚರಕನಹಳ್ಳಿ ದಲ್ಲಿರುವ ಉಪನೋಂದಹಾಧಿಕಾರಿ ಗಾಂಧಿನಗರ ರವರ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 05-04-2022 ರಂದು 02:22:54 PM ಗಂಟೆಗೆ ಈ ಕಳಗೆ ಎವರಿಸಿದ ಕುಲ್ಕದೊಂದಿಗೆ

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2	जीनक संज्यु	140.00
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ಶ್ರೀ Mr ISMAIL KHAN S/o I.K.Iftakar Ahmed Khan ಇವರಿಂದ ಹಾಜರ ಮಾಡಲ್ಪಟ್ಟದೆ

abita	almala	ಹೆಟ್ಟಿಟ್ಟನ ಗುರುತು	為
Br Mr ISMAIL KHAN S/o L.K.Iffakar Ahmed Khan			Sinkl.

ಬರೆದುಕೊಟ್ಟಿದ್ದಾಗಿ ಒಪ್ಪಿರುತ್ತಾರೆ

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಗಾಂಧಿಚಗರ (ಐಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

ಕ್ರಮ ಸಂಖ್ಯೆ	ණ්ටා	<b>ಫೋಟೊ</b>	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	xib.
1	Mr ISMAIL KHAN . ಬಿನ್ S/o I.K.Iffakar Ahmed Khan (ಬರೆಸಿಕೊಂಡವೆರು)			Sinth.
2	Mrs FARHEEN SULTANA , &er W/o Ismail Khan (ยชัสธ์ออซีอีต์)	D.		Facheen Jutton

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು



Ramaiah Layout, with BBMP Assessment/ E-Aasthi number 1626959 and PID No. 89-38-47, Kacharakanahalli New BBMP Ward No.29 (old ward No.89), Kasaba Hobli, Bangalore North Taluk, Bangalore, along with all the appurtenances whether underneath the soil or above the surface.

- WHEREAS, the VENDORS namely Mr. AFZAL BASHA and Mrs. HUMERA BANU purchased the property from Smt. PHILOMEENA П. J, vide Registered Sale Deed bearing No.HBB-1-01675-2020-21. C.D No. HBBD672, dated 18-11-2020, in the Sub Registrar of Hebbala, Gandhinagara, Bangalore.
- WHEREAS, Smt. Philomeena .J has purchased the property from ш. Smt. T.Kamalamma W/o Late K.M Mariyappa vide Registered Sale Deed No.KCH-1-05188-2019-20, Cd.No.KCHD514, dated 10-01-2020 in the Sub Registrar of Kacharakanahalli, Bangalore.
- belonged originally Property Schedule WHEREAS. IV. Father-in-law the is Sri.Muniswamappa (who T.Kamalamma) acquired through the Registered Partition Deed bearing document No.1923/1968-69, of Book 1, Vol 2669, at pages 72-78, dated 19-09-1968, registered in the office of the Sub Registrar Bangalore North Taluk. And after enjoying the same, Sri. Muniswamappa was demised and his son Sri. K.M. Mariyappa was also demised and after the demise of Sri. Muniswamappa and Sri.K.M Mariyappa, their legal heirs namely Smt.T. Kamalamma and her children 1. Nataraj.K.M, 2. Thyagaraju K.M 3. Prasanna K.M and 4. Smt. K.M Jayanthi

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3	Mr AFZAL BASHA S/o Adam Basha . (ಬರೆದುಕೊಡುವವರು)			Anybashu
4	Mrs HUMERA BANU W/o Afzal Basha . (ಬರೆದುಕೊಡುವವರು)			Hangra Dam.



became the joint sole and Absolute Owners of the Schedule Property.

- V. WHEREAS, Smt T. Kamalamma acquired the property by the virtue of Family Release Deed executed in her favor vide Registered Document No.KCH-1-04214/2016-17, CD No. KCHD216, dated 24-12-2016 in the Sub Registrar of Kacharakanahalli, Bangalore.
- VI. WHEREAS, after purchase of the property, the Khata stands in the name of the **VENDORS** bearing Khata certificate No. BMP/REV/2020-21/KC/1484742 and Khata Extract No. BMP/REV/2020-21/KE/1617548 for Property ID No.89-38-47.
- VII. WHEREAS, as per the BBMP Assessment, the E-Aasthi number is 1626959 for property bearing PID No.89-38-47, new BBMP No.47( Old No.64), New Ward No.29 (old ward No.89), Kacharakanahalli, Bangalore.
- VIII. WHEREAS, the **VENDORS** are in uninterrupted peaceful possession, enjoyment, exercising all acts or dominion and ownership in and over the SCHEDULE PROPERTY.

PROPERTY to the **PURCHASERS** herein namely Mr. ISMAIL KHAN and Mrs. FARHEEN SULTANA in order to mobilize funds, to meet some of their urgent commitments and for the legal necessity. Hence the **VENDORS** has offered to sell the SCHEDULE

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हेको संबद्ध	ಹೆಸೆರು ಮತ್ತು ವಿಳಾಸ	zido.
1	SIRAJ AHMED KHAN No.5, 11th Main, 11th Cross, 5th Block, HBR Layout, Bangalore	Campaner
2	ASEEM KHAN No.5, 11th Main, 11th Cross, 5th Block, HBR Layout, Bangalore	Aum

ಉಪನೋಂದಣಾಧಿಕಾರಗಳು ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು

1 ನೇ ಪುಸ್ತಕದ ದಸ್ತಾವೇಜು ನಂಬರ KCH-1-00057-2022-23 ಆಗಿ ಸಿ.ಡಿ. ನಂಬರ KCHD 1056 ನೇ ದೃರಲ್ಲಿ ದಿನಾಂಕ 05-04-2022 ರಂದು ನೋಂದಾಯಿಸಲಾಗಿದೆ

Designed and Developed by C-DAC, ACTS, Pune

ಉಪನೋಂದಣಾಧಿಕಾರಿಗಳು ಗಾಂಧಿನಗರ (ಕಾಚರಕನಹಳ್ಳಿ), ಬೆಂಗಳೂರು



PROPERTY to the PURCHASERS for a sale consideration amount of Rs. 76,00,000/- (Rupees Seventy Six Lakhs Only/-).

- X. WHEREAS the parties have entered into an Agreement for sale dated 29.03.2022 and the PURCHASERS have paid a sum of Rs.10,000/-(Ten Thousand) towards sale consideration by way of bearing Ref No."209319240564" IMPS Transfer "209319240612", CITI Bank, to the VENDORS namely Sri. Afzal Basha and Smt. Humera Banu.
- Pursuant to which negotiations took place in which the XI. VENDORS have made the following representations to the PURCHASERS:
  - a) That the **VENDORS** are the absolute owner of the SCHEDULE PROPERTY having alienable right, title and interest on the same.
  - b) That the SCHEDULE PROPERTY is free from encumbrance of every description, court attachments, lien, acquisition or requisitions & proceedings etc.,
  - c) That the SCHEDULE PROPERTY is not subject matter of any maintenance, proceedings, lispendens or any prior agreements or arrangements entered into by the VENDORS with any other person and that there is no other person except in favor of the PURCHASERS herein and ACTING ON THE / REPRESENTATIONS made by VENDORS and bonafide believing the same to be true and correct, the PURCHASERS have agreed to purchase the SCHEDULE PROPERTY, under the following

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mutually agreed terms and conditions, which are reduced into writing herein for the sake of clarity and definiteness.

# NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

- 1. The total sale consideration of the Schedule Property is Rs. 76,00,000/- (Rupees Seventy Six Lakhs Only/-).
- 2. The remaining amount of sale consideration of Rs.75,90,000/-(Rupees Seventy Five Lakhs Ninety Thousand Only/-) have been handed over to the VENDORS in the following manner:
  - a) A sum of Rs. 12,000/- (Rupees Twelve thousand Only/-) by way of an online transfer IMPS Bearing No. 209223188161 on 02-03-2022 through Citibank, M.G Road, Bangalore in favor of Mr. Afzal Basha, the vendor No.1.
  - b) A sum of Rs. 12,000/- (Rupees Twelve thousand Only/-) by way of an online transfer IMPS Bearing Ref No. 209223188199 on 02-03-2022 through Citibank, M.G Road, Bangalore in favor of Mrs. Humera Banu, the vendor No.2.
  - cj A sum of Rs. 2,45,000/- (Rupees Two Lakhs Forty Five Thousand Only/-) by way of an online transfer IMPS Bearing Ref No. 209322250636 on 04-03-2022 through Citibank, M.G Road, Bangalore in favor of Mr. Afzal Basha, the vendor No.1.

d) A sum of Rs. 2,45,000/- (Rupees Two Lakhs Forty Five Thousand Only/-) by way of an online transfer IMPS Bearing Ref No. Leith .
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209322250668 on 04-03-2022 through Citibank, M.G Road. Bangalore in favor of Mrs. Humera Banu, the vendor No.2.

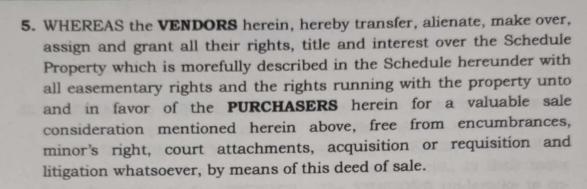
- e) A sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only/-) by way of Banker's cheque bearing No. "162849" dated 05-04-2022, drawn on HDFC Bank, issued by Bajaj Housing Finance Ltd. Bangalore, being the part proceeds of Housing loan availed by PURCHASERS issued in favor of Sri. Afzal Basha, the vendor No.1.
- 1) A sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only/-) by way of Banker's cheque bearing No. "162850" dated 05-04-2022. drawn on HDFC Bank, issued by Bajaj Housing Finance Ltd, Bangalore, being the part proceeds of Housing loan availed by PURCHASERS issued in favor of Smt. Humera Banu, the vendor No.2.
- 3. Rs.76,000/- (Rupees Seventy Six Thousand Only/-) towards TDS is taken from sale consideration and the same has been deposited by the PURCHASERS on behalf of the VENDORS in the following manner:
  - Rs.38,000/- paid by Ismail Khan on behalf of Sri. Afzal Basha (Pan No. AMJPB1426C) from HDFC Bank vide Challan Serial No.13746.
  - (ii) Rs.38,000/- paid by Ismail Khan on behalf of Smt . Humera Banu (Pan No. ABQPH6006G) from HDFC Bank vide Challan Serial No.14474.

4. WHEREAS the VENDORS acknowledges the receipt of the entire sale consideration today in respect of the sale of the Schedule Property which is Rs. 76,00,000/- (Rupees Seventy Six Lakhs Only/-). I sulth.
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₹ 3/-

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- 6. The **VENDORS** deliver the vacant possession of the entire SCHEDULE PROPERTY to the **PURCHASERS** herein on this day by virtue of this sale deed before the attesting witnesses. Henceforth the **PURCHASERS** shall have the absolute right to enjoy the Schedule Property, in the manner they like and **VENDORS** or their representatives shall not have any right, title or interest in the Schedule Property here afterwards.
- 7. WHEREAS the **VENDORS** herein hereby assure that they have got clear marketable title to the Schedule Property and the Schedule Property is not subject to any litigation, attachments, court decree, claims of minor's, claim by a widow or any other encumbrance whatsoever. In case the **PURCHASERS** are to suffer any loss due to the defect in the title of the property, the **VENDORS** shall make good the title of the **PURCHASERS** perfect at the cost of the VENDORS and also the **VENDORS** indemnify that they shall make good the loss so incurred to the **PURCHASERS** and the **VENDORS** undertake to execute any other deed or deeds to make the title of the **PURCHASERS** perfect and they further assure that they have paid up to date tax and there is no arrears of statutory payments to the

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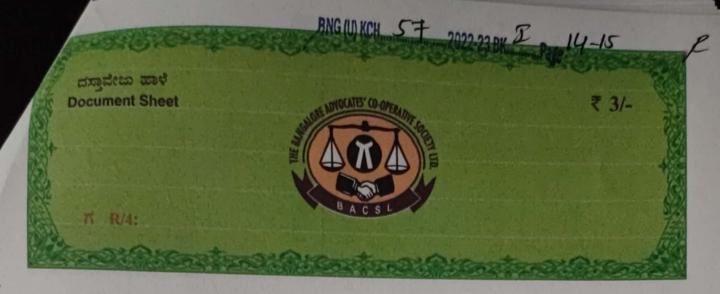
Schedule Property. If the **PURCHASERS** are made liable to pay any amount to be paid by the **VENDORS**, the **VENDORS** shall be liable to reimburse the same.

- 8. WHEREAS the **PURCHASERS** shall pay future property taxes to the concerned Department and shall enjoy the benefits accrued on the SCHEDULE PROPERTY by duly transferring the Khata, transfer of the Electrical Connection (Meter), Water Connection etc., to their name from the name of the **VENDORS**. The **VENDORS** undertake to cooperate with, to carry out the necessary changes in the Khata, Electricity & Water Connections etc.
- 9. WHEREAS the **PURCHASERS** shall enjoy the SCHEDULE PROPERTY absolutely, more fully mentioned at Schedule Property, without any hindrance or interference either by the **VENDORS** or their successors in interest, representatives, assigns etc., and the **PURCHASERS** are fully entitled to sell, mortgage, lease out, gift the SCHEDULE PROPERTY to any person/s of their choice or any other act of conveyance. The **VENDORS** shall not have any kind of interest or subsisting right over the SCHEDULE PROPERTY, hereafter and the **PURCHASERS** shall be the absolute owner of the SCHEDULE PROPERTY for all purposes.
- 10. WHEREAS the VENDORS hereby deliver all the original documents title deeds, up to date encumbrance certificate and a letter to get the Khata of the SCHEDULE PROPERTY transferred to the name of the PURCHASERS.

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## "SCHEDULE PROPERTY"

All that piece and parcel of immovable Residential property bearing Municipal Corporation/BBMP No.47 (Old No.64), situated at 2<sup>nd</sup> Cross, Ramaiah Layout, with BBMP Assessment/ E-Aasthi number 1626959 and PID No. 89-38-47, Kacharakanahalli New BBMP Ward No.29 (old ward No.89), Kasaba Hobli, Bangalore North Taluk, Bangalore, along with all the appurtenances whether underneath the soil or above the surface.

## Measuring:

On the Eastern Side : 36 feet 03 Inches; On the Western Side : 35 feet 06 Inches; On the Northern Side : 22 feet 06 Inches; On the Southern Side : 23 feet 03 Inches;

### And Bounded on;

East by: Site bearing No.65

West by: Site bearing No.63

North by: Private Property

South by: Road

Totally measuring **820 Sq.ft**. and a built-up construction of building consisting of three floors measuring GF – 610 Sq.ft, FF – 710 Sq.ft, SF – 710 Sq.ft, TF – 710 Sq.ft of RCC roofing, Honne Wood and Vitrified Tiles flooring and with basic Amenities.

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IN WITNESS WHEREOF THE <u>VENDORS</u> AND THE <u>PURCHASERS</u> HERETO HAVE SIGNED THIS DEED OF ABSOLUTE SALE ON THE DAY, MONTH AND YEAR MENTIONED HEREIN ABOVE.

WITNESSES Downed.

1. SIRAJ AHMED KHAN SO LATE ISHAIL KHAN HS, 11th Main, 11th CROSS 5th BLOCK, HBR LAYDUT BANGALORE- 560045

Dear

2. ASEEM KHAN

SO SIRAT AHNED KHAN

45, 11th HAIN, 11th CROSS,

5th BLOCK, HOR LAYOUT,

BANGALORE - 560045

Jubonshu.

VENDOR No.1 (AFZAL BASHA)

Hunera Dawy.

VENDOR No.2 (HUMERA BANU)

I sull.

PURCHASER No.1 (ISMAIL KHAN)

Farheen Sultano

PURCHASER No.2 (FARHEEN SULTANA)

Drafted by:

Drafted By:

ABSOLUTE LAW ADVOCATES

No.6/10, Jabbar Complex, 1st Floor, Thanisandra Main Road, Opposite to CCC Bank Bangalore - 560077 LAF.

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