**ABSOLUTE SALE DEED**

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 55 Years  
   S/o. Late Adam Basha  
   PAN No: AMJPB1426C

Aadhar No: 5157 3943 6179

1. **Mrs. HUMERA BANU**

Aged 45 Years  
W/o. Afzal Basha   
PAN No: ABQPH6006G

Aadhar No: 5612 3016 3748

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 in favor of:

**AND**

1. **Mr. ISMAIL KHAN**

Aged about 36 years

S/o I.K Iftakar Ahmed Khan

Aadhar No: 4564 6647 6802

1. **Mrs. FARHEEN SULTANA**

Aged 30 Years  
W/o. Ismail Khan

Aadhar No: 2567 7686 2727

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:

1. WHEREAS the **VENDORS** herein is the Absolute Owner by title and in possession and enjoyment of the piece and parcel of immovable Residential property bearing Municipal Corporation No.47, situated at 2nd Cross, Ramaiah Layout, New BBMP Ward No.29, Kacharakanahalli, Bangalore, (Formerly being Site Bearing No.64, Assessment No.52/2-64, situated at Kacharakanahalli Village, Kasaba Hobli, Bangalore North Taluk, Bangalore) along with all the appurtenances whether underneath the soil or above the surface.
2. WHEREAS, the VENDORS namely **AFZAL BASHA** and **HUMERA BANU** purchased the property from Smt. **PHILOMEENA .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.
3. WHEREAS, Phelomina .J has purchased the property from 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.
4. WHEREAS, Schedule Property originally belonged to Sri.Muniswamappa (who is the Father-in-law of Smt. T.Kamalamma) acquired through the 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. Natraj.K.M, 2. Thyagaraju K.M 3. Prasanna K.M and 4. Smt. Jayanthi became the joint sole and Absolute Owners of the Schedule Property.
5. 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.
6. 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.
7. Whereas, the BBMP has done Assessment of the Property (Old No.64 / new BBMP No.47) and E-Aasthi number allotted is 1626959, PID No.89-38-47, New Ward No.29, Kacharakanahalli.
8. AND WHEREAS, the **VENDORS** are in uninterrupted peaceful possession, enjoyment, exercising all acts or dominion and ownership in and over the SCHEDULE PROPERTY.
9. AND WHEREAS, the **VENDORS** are willing to sell the Schedule 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 PROPERTY to the **PURCHASERS** for a sale consideration amount of **Rs. 76,00,000/-** (Rupees Seventy Six Lakhs Only/-).
10. 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 Cheques bearing No.”**173419**” and “**173420**” issued from CITI Bank, Bangalore, to the **VENDORS** namely Sri.**Afzal Basha** andSmt**. Humera Banu.**
11. Persuant to which negotiations took place in which the **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 persons except in favour of the **PURCHASERS** herein and ACTING ON THE / SAID 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 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 to the VENDORS in the following manner:
3. **Rs. 37,95,000/-** (Rupees Thirty Seven Lakhs and Ninety Five Thousand only/-) drawn as cheque No. **“xxxxxxx”** dated 05-04-2022 given from xxxxx Bank disbursing the loan amount directly in favour of Sri**.** Afzal Basha, the vendor No.1.
4. **Rs. 37,95,000/-** (Rupees Thirty Seven Lakhs and Ninety Five Thousand only/-) drawn as cheque No. **“xxxxxxx”** dated 05-04-2022 given from xxxx Bank disbursing the loan amount directly in favour of Smt. Humera Banu, the vendor No.2.
5. **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.37,500/- paid by Ismail Khan on behalf of Sri**.** Afzal Basha (Pan No. AMJPB1426C) from HDFC Bank vide Challan Serial No.01552.

Rs.37,500/- paid by Ismail Khan on behalf of Smt . **Humera Banu** (Pan No. ABQPH6006G) from HDFC Bank vide Challan Serial No.01552.

1. 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/-).
2. WHEREAS the **VENDORS** herein, hereby transfer, alienate, make over, assign and grant all their rights, title and interest over the Schedule Property which is morefully described in the Schedule hereunder with all easementary rights and the rights running with the property unto and in favor of the **PURCHASERS** herein for a valuable sale consideration mentioned herein above, free from encumbrances, minor’s right, court attachments, acquisition or requisition and litigation whatsoever, by means of this deed of sale.
3. 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.
4. 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 Purchaser 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 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.
5. 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 co-operate with, to carry out the necessary changes in the Khata, Electricity & Water Connections etc.
6. 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** is 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.
7. 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**.

**“SCHEDULE PROPERTY”**

All that piece and parcel of immovable Residential property bearing Municipal Corporation No.47, sitiuated at 2nd Cross, Ramaiah Layout, New BBMP Ward No.29, Kacharakanahalli, Bangalore, (Formerly being Site Bearing No.64, Assesment No.52/2-64, situated at Kacharakanahalli Village, Kasaba Hobli, Bangalore North Taluk, Bangalore) along with all the appurtenances whether underneath the soil or above the surface. Allotted PID No.89-38-47.

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 builtup construction of building consisting of three floors of RCC roofing and Vetrified Tiles flooring and with basic Amenities.

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

**WITNESSES**

1. **VENDOR No.1**

(AFZAL BASHA)

**VENDOR No.2**

(HUMERA BANU)

1. **PURCHASER No.1**

(ISMAIL KHAN)

**PURCHASER No.2**

(FARHEEN SULTANA)

Drafted by:

Drafted By:

**ABSOLUTE LAW ADVOCATES**

No.6/10, Jabbar Complex, 1st Floor,

Thanisandra Main Road, Opposite to

ICICI Bank. Bangalore - 560077