

-: AGREEMENT OF SALE:-

This AGREEMENT OF SALE made and executed on the 05th day of May 2023 (05-05-2023) by and between:

Mrs. GEETA SHUKLA, aged about 54 years,
W/o Late. A.N.Shukla,
Residing at # 104, Tumkur Road, Jindal Aluminium Limited,
Jindal Nagar, Bangalore North,
Nagasandra post,
Bangalore – 560073.
Aadhaar No.4185 4520 1209

Hereinafter referred to as the **VENDOR** which term shall whenever the context so requires, means and include all her legal heirs representatives, successors, executors and assigns of the **FIRST PART:-**

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IN FAVOUR OF

Mr. VENKATACHALAPATHI

aged about 33 years

S/o Huchappa,

residing at No.624, 10th F Main Road,

3rd Stage, Hesaraghatta Main Road,

A.G.B Layout, Chikkabanavara post,

Bangalore-560090.

Aadhaar No.3470 6228 0228

Hereinafter referred to as the **PURCHASER** which term shall whenever the context so requires, means and include all his legal heirs representatives, successors, executors and assigns of the **SECOND PART:-**

1. WHEREAS the **VENDOR** is the absolute owner in peaceful possession and enjoyment of Residential Property bearing **Site No.13**, Portion of Assessment No.168, Katha No.103, situated at **CHIKKABANAVARA Village**, Yeshwanthpura Hobli, Bangalore North Taluk, measuring **East to West: 41-0(Forty One) feet, North to South: 30-0(Thirty) feet, in all measuring 1230 square feet.** Purchased by the Vendor's husband Sri.Shukla.A.N from Mr.R.Ramachandraiah, for a valuable consideration, through a Registered Sale deed vide Document No.41685/2003-04, of Book-1, recorded in C.D.No.164, Dated:28-01-2004, in the Office of Sub Registrar, Bangalore North Taluk. And said Sri.Shukla.A.N expires on dated:15-05-2010. After his death his legal heir wife Smt.Geeta Shukla came to the possession. Whereas the vendor is in peaceful possession and enjoyment of the said Schedule Property.
2. WHEREAS the **VENDOR** offered to sell the said Schedule Property there on the Schedule formed for the sum of **Rs.32,00,000/- (Rupees Thirty Two Lakhs Only).**
3. Based on the above presentations the **PURCHASER** has agreed to buy the Said Schedule Property for a Total sale consideration **Rs.32,00,000/- (Rupees Thirty Two Lakhs Only).**

...3.

NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:-

1. That the PURCHASER has agreed to purchase the SCHEDULE Property and paid an advance amount of **Rs.5,00,000/- (Rupees Five Lakhs Only)** in the following manner:-
 - (i) **Rs.2,00,000/-(Rupees Two Lakhs Only)** by way of cheque bearing No.019631, drawn on Canara Bank, Chikkabanavara Branch, Bangalore on dated: 05-05-2023
 - (ii) **Rs.3,00,000/-(Rupees Three Lakhs Only)** by way of cash to the VENDOR and the VENDOR hereby agreed and acknowledges the receipt of the same.
2. That the VENDOR on receipt of the Balance of **Rs.27,00,000/- (Rupees Twenty Seven Lakhs Only)** within **03(Three) months** from this date of agreement and at the same time, the VENDOR on receipt is liable to Execute a REGISTERED SALE DEED in favour of the PURCHASER or their nominees.
3. That the VENDOR is the sole and absolute owner in peaceful possession and Enjoyment of the Schedule property having a clear and marketable title to the same and is competent to enter into this agreement to sell in favour of the PURSHASER and/or his/ her nominees.
4. That the VENDOR other than this agreement entered into with the PURCHASER herein, has not entered into any agreement, arrangement or understanding with any person or respect of its ownership rights in the schedule property in any manner what so ever which is subsisting as on the date of this agreement and shall not enter into agreement, arrangement or subsistence of this agreement.

5. That all the taxes and levies on the schedule property due and payable have been paid up to date by the VENDOR and there are no arrears regarding the same. The VENDOR also undertakes to pay the taxes and levies on the schedule Property up to the date of sale in favour of the PURCHASER and or its nominees.
6. That the VENDOR shall do all other acts, deeds and things as may be necessary to ensure the clear and marketable title in the hand of the PURCHASER and or its nominees and executing a deed of sale in favour of the PURCHASER and or his/her nominees.
7. The VENDOR hereby undertake to indemnify the PURCHASER and or his/her nominees might incur due to there being any defect in title of the VENDOR to the schedule property or due to any restrictions which prohibit the VENDOR from executing a deed of absolute sale and conveyance in favour of PURCHASER and or his/her nominee.
8. The Vendor undertakes to produce upto date encumbrance, Khatha certificate and extract in his name and clear the property tax and to present the receipts and any other relevant documents for the purpose of registration of the conveyance deed as demanded by the Sub-registrar.
9. The Vendor agrees to handover all relevant original documents & records of the Schedule property at the time of the registration and simultaneously handling over the position on that registration.
10. The Vendor's sons have agreed to put their signature as consenting witness to the registered Sale deed at the time of registration.

SCHEDULE

ALL THAT PIECE AND PARCEL of Residential Property bearing **Site No.13**, Portion of Assessment No.168, Katha No.103, situated at **CHIKKABANAVARA Village**, Yeshwanthpura Hobli, Bagalore North Taluk, measuring **East to West: 41-0(Forty One) feet, North to South: 30-0(Thirty) feet, in all measuring 1230 square feet** and bounded on the:-

East By	::	Road,
West By	::	Private Property
North By	::	Site No.12,
South By	::	Site No.14.

IN WITNESS WHEREOF the VENDOR and the PURCHASER have signed this indenture of agreement sale on the day, month and year above mentioned.

WITNESSES:-

1.

VENDOR
(Mrs. GEETA SHUKLA)

2.

PURCHASER
(Mr. VENKATACHALAPATHI)