AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 17th day of December Two Thousand and Twenty **(17-12-2020)** by -----

**SRI ARUN KUMAR (PAN No. ACAPK7319Q),** aged about 39 years, W/o. Sri.Milind, residing at No.187, “Susheela” 25th Main Road, Judicial Layout, GKVK Post, Bangalore-560065, and represented by her GPA Holder, **Sri. Madhusudan Kodagali** **(PAN No. ABLPK6777G)** aged about 69 years, S/o.Sri.Krishna Rao, residing at No.187, “Susheela” 25th Main Road, Judicial Layout, GKVK Post, Bangalore-560065, Here in after known as the **“Vendor”** (which expression unless repugnant to the context means and includes his heirs, assigns successors and representatives in interest: of the one part)

## IN FAVOUR OF

**SRI. KESHAVA MURTHY (PAN No. . . . . . . .),** aged about 35 years, S/o. Anjaneya, # C-9/10, Radiao Colony, Near Kingsway Camp, Dr Mukharjee Nagar, North West Delhi-110009, hereinafter called the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and includes his/her heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas, the Vendor is the absolute owner and in possession of residential property bearing **Site No. 81-B** carved out of the residentially converted land bearing survey number 258/1, 259/8 and 259/9 measuring 5 acre 33 guntas of **Belawadi Village**, Ilwala Hobli, Mysore Taluk Mysore measuring **East to West : 12.00 mtrs., North to South : 9.00 mtrs. Totally measuring 108.00 Sq.Mtrs.,** and the Layout known as **“ANANDASAGARA LAYOUT PHASE-4”.** Morefully described in the schedule hereunder written and hereinafter called the **“schedule property”.** The vendor holds marketable title & possession of the schedule property.

Whereas, the schedule site having been allotted by KARNATAKA TELECOM DEPARTMENT EMPLOYEES CO-OPERATIVE SOCIETY LIMITED in favour of the vendor on 30-04-2012 and ESS and ESS infrastructure private limited represented by its Director Sreekanth Daas represented by his GPA Holder Sri. C.K.Narayana via Sale Deed and obtained Sale Deed (Title Deed) on 28-12-2013 and the same has been registered in the office of the Sub-Registrar, Mysore West, Mysore as document No. **MYW-1-03253/2013-14** of Book I stored at C.D.No. **MYWD-11** on 06-07-2013. And the Society has issued a Possession Certificate on 03-02-2017. The khata of the schedule property registered in favour of the vendor at Mysore Development Authority (MUDA) vide No.27 of Book No.6 at page No.07. dated 21-09-2013. And the vendor paid upto date tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession and enjoyment of the said property. The schedule property is self acquired property of the vendor.

Thus the vendor is enjoying the same peacefully without litigations whatsoever.

Whereas the Vendor is willing to sell the schedule mentioned property to the Purchaser and the Purchaser is willing to purchase the property for a valuable consideration of **Rs. . . . . . . /- (Rupees . . . . . . . . only).**

**:NOW THIS DEED WITNESSETH AS FOLLOWS:**

Whereas the Purchaser has paid a sum of **Rs.. . . . . . . )** to the Vendor by way of cheque No. **. . . .**  dated . . . . . . . drawn on **. . . . . .**, Metagalli industrial Branch, Mysore as an advance.

The balance sale Consideration of **Rs.. . . . . . . . . .** will be paid by the purchaser to the vendor at the time of registration of this Sale Deed.

Both the parties have agreed to register the property in concerned authority by paying the stamp and fees for the schedule property within (**. . ) days** from the date of this Sale Agreement.

The vendor will hand-over all original documents pertaining to the schedule mentioned property to the purchaser at the time of registration of the Sale Deed.

The vendor shall make out and convey a good marketable and subsisting title in regard to the schedule property to the purchaser. The schedule property shall be free from all encumbrances, lease, court attachments or proceedings or subsisting agreement of sale of the property of any kind.

The vendor hereby do all necessary acts, deeds and things to transfer the ownership, right, title and interest in respect of the schedule property. All the expenses relating to the execution of the Sale Deed shall be borne by the purchaser.

The vendor shall pay upto date taxes payable to all the competent authorities in respect of the schedule property. The vendor hereby agrees to execute and register a proper sale deed in favour of the purchaser or their nominee/nominees.

SCHEDULE

All that piece and parcel of residential property bearingresidential property bearing **Site No. 82-B** carved out of the residentially converted land bearing survey number 258/1, 259/8 and 259/9 measuring 5 acre 33 guntas of **Belawadi Village**, Ilwala Hobli, Mysore Taluk Mysore measuring **East to West : 12.00 mtrs., North to South : 9.00 mtrs. Totally measuring 108.00 Sq.Mtrs.,** and the Layout known as **“ANANDASAGARA LAYOUT PHASE-4”.** andbounded by**:-**

### East by : Site No. 67-B,

### West by : Road,

### North by : Site No. 83-B

### South by : Site No. 81-B.

**In witnesses whereof** the Vendor and the Purchaser have signed and executed this deed of agreement on the day, month and the year above mentioned.

**WITNESSES:**

**1)**

**VENDOR**

**2)**

PURCHASER