**AGREEMENT FOR SALE SITE NO. 21**

This Agreement for Sale is executed on this the **09th day of Two Thousand Twenty Two (26/12/2022)** at Mysuru, by;

**Sri K. N MAHADEVA SWAMY** [PAN : **AKSPM7938H**][Aadhaar No. : **6667 1434 8013**] aged about 47 years, S/o. Sri. K.N. Ningarajaiah residing at No: 402, Maple Sankalp Central Park Apartment, Jawa Main Road, Yadavagiri, Mysore 570020. Hereinafter referred to as the **VENDOR** (which expression shall wherever the context so admits, mean and include, his heirs executors, successors in office, administrators, legal representatives and assignees etc) of the **FIRST PART**

**IN FAVOUR OF**

**SRI. ADITHYA.S**  [PAN No.**ALWPA9785F**] [Aadhaar No. **2821 2694 9796**] aged about 37 years, S/o. Sri. Sridhar.N, residing at No.75, 2nd Cross, B Block, Gandhi Nagar, Shimoga, Karnataka-577201.Hereinafter reffered to as the **PURCHASER** (which expression shall wherever the context so admits, mean and include, his/her heirs executors, successors, administrators, legal representatives and assignees) of the **SECOND PART**:

Whereas the Vendor is the absolute, legal & lawful owner of the residential property bearing **Site bearing No. 15,** measuring **East to West : 12.00 Mtrs, North to South : (13.20+12.15)/2 Mtrs, in total measuring 152.10 Square Meters** carved out of residential converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No. : ALN (3) C.R 218/2016-17 dated 08-12-2016 order passed by the Deputy Commissioner, Mysore District, Mysore] and Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No. : ALN (3) C.R 235 /2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore] situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The Donor holds marketable title & possession of the schedule property.

Whereas, K.R.Udaya Kumar is the absolute owner of the residentially converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No. : ALN (3) C.R 218/2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District and the residentially converted land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No. : ALN (3) C.R 235 /2016-17 dt 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District totally measuring 5 Acres 33.08 Guntas,the said lands are the self acquired properties of K.R. Udaya Kumar.

**WHEREAS,** K.R. Udaya Kumar purchased the agricultural land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas, situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District from his Vendor Vishwaaradhya, represented by his GPA holder, Shivakumar vide Sale Deed dated 29-11-2010, registered as document MYN-1-19620-2010-11 in CD No. MYND 263 of Book-I before the Sub-Registrar, Mysore North, Mysore on 31-01-2011. In pursuance to the same, khata of the above said property was transferred to the name of K.R. Udaya Kumar vide MR 42/2010-11 and RTC recorded accordingly. In response to the application filed by K.R. Udaya Kumar for conversion of the above said agricultural land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas from agricultural purpose to residential purpose, the Deputy Commissioner, Mysuru District, Mysuru has permitted the same vide his alienation order bearing No. ALN (3) C.R 218/2016-17 dated 08-12-2016.

WHEREAS, K.R. Udaya Kumar purchased the agricultural land bearing Survey No. 225, measuring 3 Acres 30.08 Guntas, situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District from his Vendor V. Mahesh, represented by his GPA holder, Shivakumar vide Sale Deed dated 20-04-2009, registered as document MYN-1-02042-2009-10 in CD No. MYND 199 of Book-I before the Senior Sub-Registrar, Mysore North, Mysore on 21-05-2009. In pursuance to the same, khata of the above said property transferred to the name of K.R. Udaya Kumar vide MR 67/2008-09 and RTC recorded accordingly. On mutation phodi, Survey No. 225 was assigned New

Survey Number as 225/2. In response to the application filed by K.R. Udaya Kumar for conversion of the above said agricultural land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas from agricultural purpose to residential purpose, the Deputy Commissioner, Mysuru District, Mysuru has permitted the same vide his alienation order bearing No. ALN (3) C.R 235/2016-17 dated 08-12-2016.

WHEREAS, K.R. Udaya Kumar has entered into a Registered Sale Agreement dated 21-12-2017 with Shivakumar with respect to the sale of the undivided share in the said lands and Shivakumar has paid advance amount to K.R. Udaya Kumar through various Cheques. The above said Sale Agreement dated 21-12-2017 is registered as document No. MYW-1-07313-2017-18 in CD No. MYWD-93 of Book-1 before the Sub-Registrar, Mysuru West, Mysuru on 21-12-2017.

WHEREAS, K.R. Udaya Kumar and Shivakumar have jointly entered into a Registered Sale Agreement dated 29-03-2019 with Dristi Infrastructure and Developers, represented by its Partner, K.N. Ravishankar, Akshay Kumar and K.N.Mahadeva Swamy to developed the said lands into residential layout.

Whereas the above said agricultural lands bearing Sy No. 225/2 measuring 3 Acres 30½ Guntas and Sy No. 67/1 measuring 2 Acres 03 guntas converted into non-agricultural residential purpose vide order No. ALN(3)CR.235/2016-17 and ALN(3)CR218/2016-17 respectively.

Whereas K.R. Udaya Kumar approached MUDA authorities for obtaining joint Plan approval for the above said alienated lands and also obtaining plan approval from MUDA vide order No. ªÉÄÊ.£À.¥Áæ: £ÀAiÉÆÃ±Á:«£Áå¸À:52/ 2018-19 dated 20-02-2019 after registering the Relinquishment Deed in favour of Government of Karnataka by K.R. Udaya Kumar vide register No. MDA-1-03402/2018-19 of Book I stored at CD No. MDAD 78 at office of the Additional District Registrar, MUDA, Mysore dated 13-02-2019 and hand over the roads, park, civic amenities and public utility space to the concerned authority.

Sri. K.R. Udaya Kumar also developed the layout as per norms and directions of the MUDA authorities and provide the basic amenities such as road, park, water and electricity services to the layout and also obtained Khata from the MUDA authorities in respect of the schedule property bearing **Site No. 15 on 27-05-2020 vide No. ªÉÄÊ.£À.¥Áæ/SÁvÁ-32141/20-21** and paid site tax to the concerned authorities.

And whereas the said property was purchased by the Vendor K.N.Mahadeva Swamy from Sri. K.R. Udaya Kumar on 04-12-2020 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**08188**/2020-21 of Book I stored at CD No. MYWD**594** and the khata was transferred in favour of the vendor at Mysore Urban Development Authority, Mysore after paying transfer fee of Rs. 5730/- vide challan No. 40066 dated 08-01-2021 and obtained Khata transfer certificate on 08-01-2021 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-39239/20-21 and the vendor paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in actual physical possession of the property and the said property is self acquired property of the vendor. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

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 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 their legal necessities and has therefore decided to sell the Schedule Property to the purchaser for a valuable sale consideration of **Rs. 28,23,000/- (Twenty Eight Lakh Twenty Three Thousand Rupees only)** for which, the purchaser have also agreed to purchase the schedule property for the said sale consideration, free from all encumbrances, claims and demands.

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

Whereas the Purchaser has paid a sum of **Rs. 28,23,000/- (Twenty Eight Lakh Twenty Three Thousand Rupees only)** in the following manner:-

1. **A sum Rs.5,00,000/- (Rupees Five Lakh Only)** to the Vendor by way of NEFT vide ref No. **SBIN122353417773** dated **19-12-2022**
2. **A sum Rs.10,00,000/- (Rupees Ten Lakh Only)** to the Vendor by way of NEFT vide ref No. **SBIN522357521442** dated **23-12-2022**
3. **A sum Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only)** to the Vendor by way of NEFT vide ref No. **SBIN122358506710** dated **24-12-2022**

The balance sale Consideration of **Rs.11,73,000/- (Rupees Eleven Lakh Fifty Seventy Three Thousand only)** 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 **45 (Forty Five) 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 ‘A’ PROPERTY**

**Item No. 1 :-**

All that piece and parcel of the residentially converted land bearing Survey No. 67/1, measuring 2 Acres 03 Guntas [Alienation Order No. : ALN (3) C.R 218/2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District and bounded on:

East by : La. Sa. No. 225.

West by : Road.

North by : La. Sa. No. 226.

South by : La. Hi. No. 67/4 and Naala.

**Item No. 2:-**

All that piece and parcel of the residentially converted land bearing Survey No. 225/2, measuring 3 Acres 30.08 Guntas [Alienation Order No. : ALN (3) C.R 235/2016-17 dated 08-12-2016, order passed by the Deputy Commissioner, Mysore District, Mysore], situated at Dadadahally Village, Jayapura Hobli, Mysuru Taluk, Mysuru District and bounded on:

East by : La. Sa. No. 66.

West by : La. Sa. No. 67.

North by : La. Sa. No. 66.

South by : La. Hi. No. 225/1 and

La. Sa. No. 215.

**SCHEDULE ‘B’ PROPERTY**

All that piece and parcel of the residential **Site bearing No. 15**, in the layout known as “Sindhoor Dristi Elegance”, formed in the Schedule ‘A’ Property, Site measuring **East to West 12.00 Meters** and **North to South (13.20+12.15)/2 Meters**, in total measuring **152.10 Square Meters**, bounded on:

East by : Site No. 16

West by : 9.00 Mts Road

North by : 18.00 Mts Road

South by : Site No. 14

**In witness whereof** the parties to this indenture have signed hereunder at Mysuru on the day, month and year above mentioned.

**Witnesses:**

**1)**

**VENDOR**

**2)**

**PURCHASER**