**AGREEMENT FOR SALE SITE NO. 62**

This Agreement for Sale is executed on this the **Ninth day of October Two Thousand Twenty (09/10/2020)** at Mysuru, by;

**1. Sri K.R. UDAYA KUMAR**

Aged about 53 years,

S/o. Late K.V. Ramaswamy,

Residing at No. 1047/17 F-10,

6th Cross, 2nd Main, Vidyaranyapuram,

Khille Mohalla, Mysuru.

**Aadhaar No. : 6032 0798 4938**

**PAN : AANPU2279D**

**2. Sri. SHIVAKUMAR**

Aged about 49 years,

S/o. Late Venkatachala,

Residing at No. 1100, CH-6,

Devapartheeva Road,

Chamarajapuram, Mysuru.

**Aadhaar No. : 9571 6673 2106**

**PAN : AELPS5929R**

(Hereinafter referred to as “**VENDORS”,** which expression unless repugnant to the context shall mean and include their agents, assignees, representatives, administrators, legal heirs, etc,.)

**AND**

1. **DRISTI INFRASTRUCTURE AND DEVELOPERS,** having its office at No. 854, Panchamanthra Road, Kuvempunagar, Chamaraja Mohalla, Mysuru represented by its PARTNER, **Sri K.N. RAVISHANKAR,** aged about 45 years, S/o. Sri. K.N. Ningarajaiah **(PAN : AAKFD0618B, Aadhaar No. : 8145 6215 9988),**
2. **Sri AKSHAY KUMAR,** aged about 39 years, S/o. Sri. Venkoba Rao, Residing at No. 379/A, “Vinaya Marga”, Siddartha Layout, Nazarbad Mohalla, Mysuru **(PAN : AKQPK8295F, Aadhaar No. : 7809 0281 1752),**

**3) Sri K.N.MAHADEVA SWAMY,** Aged about 44 years, S/o Sri K.N. Ningarajaiah, Residing at No. 1029, Geetha Road, Chamaraja Puram, Mysore – 570 004, **(PAN: AKSPM7938H, Aadhaar No. : 6667 1434 8013),**

(Hereinafter referred to as “**CONFIRMING PARTY”,** which expression unless repugnant to the context shall mean and include their agents, assignees, representatives, administrators, legal heirs, etc,.)

**IN FAVOUR OF**

**Sri. C. J. PAVAN**

S/o. K .S .Jagadeesha,

Aged about 32 years,

Residing at # 597/A,

4th main,18th cross,1st stage,

postal colony, Sterling theater,

Vishweshwara nagar,

Mysuru - 570008

**Aadhaar No. 4964 4750 2017**

**PAN : APEPP2122F**

(Hereinafter called the **“PURCHASER”** which expression unless repugnant to the context shall mean and include his agents, assignees, representatives, administrators and legal heirs) witnesses as follows:

Whereas, Sri. 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 which is morefully described in **Item No. 1** of the Schedule ‘A’ Property and 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 which is morefully described in **Item No. 2** of the Schedule ‘A’ Property. The **Item No. 1 and 2** are together measuring **5 Acres 33.08 Guntas** and hereinafter together referred to as **Schedule ‘A’ Property.**

**WHEREAS,** the Schedule ‘A’Property is the self acquired properties of the Owner, Sri. K.R. Udaya Kumar.

**WHEREAS,** Sri. 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 Sri. Vishwaaradhya, represented by his GPA holder, Sri. 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 Sri. K.R. Udaya Kumar vide MR 42/2010-11 and RTC recorded accordingly. In response to the application filed by Sri. 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 which is morefully described herein and herein under mentioned as **Item No. 1 of the Schedule ‘A’ Property**.

**WHEREAS,** Sri. 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 Sri. V. Mahesh, represented by his GPA holder, Sri. 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 Sri. 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 Sri. 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 which is morefully described herein and herein under mentioned as **Item No. 2 of the Schedule ‘A’ Property.**

**WHEREAS,** the Owner is thus fully seized and possessed the Schedule ‘A’ Property with power and authority to sell or otherwise dispose of the Schedule ‘A’ Property in favour of any person of his choice.

**WHEREAS,** the Owner, Sri. K.R. Udaya Kumar has entered into a Registered Sale Agreement dated 21-12-2017 with Sri. Shivakumar i.e., the **Second Vendor** herein with respect to the sale of the undivided share in the Schedule ‘A’ Property and Sri Shivakumar has paid advance amount to Sri. 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,** the Owner Sri K.R.Udaya Kumar and the Agreement Holder Sri Shivakumar are hereafter collectively be referred to as the **VENDORS.**

**WHEREAS**, Sri. K.R. Udaya Kumar and Sri Shivakumar have jointly entered into a Registered Sale Agreement dated 29-03-2019 with Dristi Infrastructure and Developers, represented by its Partner, Sri K.N. Ravishankar, Sri Akshay Kumar and Sri K.N.Mahadeva Swamy i.e., the Confirming Party herein with respect to the sale of the Schedule ‘B’ Property mentioned in the said Sale Agreement and Dristi Infrastructure and Developers, represented by its Partner, Sri K.N. Ravishankar, Sri Akshay Kumar and Sri K.N.Mahadeva Swamy i.e., the Confirming Party herein have paid advance amount to Sri. K.R. Udaya Kumar and Sri Shivakumar. The above said Sale Agreement dated 29-03-2019 is registered as document No. MYW-1-14201-2018-19 in CD No. MYWD172 of Book-1 before the Sub-Registrar, Mysuru West, Mysuru.

The Vendors and the Confirming Party referred above have the unfettered right and absolute title over the Schedule ‘B’ Property and the Vendors and Confirming Party are entitled to deal with the Schedule ‘B’ Property in any manner as they desires.

Whereas, the Vendors and Confirming Party, for their convenience and for better prospects have proposed to sell the Schedule ‘B’ Property for a total sale consideration of a sum of **Rs. 8,14,100/- (Rupees Eight lakh Fourteen Thousand One Hundred only).** And the Purchaser has agreed to purchase the Schedule ‘B’ Property for a total sale consideration of **Rs. 8,14,100/- (Rupees Eight lakh Fourteen Thousand One Hundred only)** free from encumbrances by way of absolute sale. The parties to this indenture have mutually agreed to conclude the sale transaction as per the terms and conditions detailed hereunder and now this agreement witnesses as follows:-

1. The total sale price mutually agreed upon in respect of the Schedule ‘B’ Property is **Rs. 8,14,100/- (Rupees Eight lakh Fourteen Thousand One Hundred only).**
2. That the Vendors and Confirming Party are agreeable and undertake to make out marketable and good title, free from encumbrances with respect to the Schedule ‘B’ Property.
3. The Purchaser has paid a sum of **Rs.50,000/- (Rupees Fifty thousand only)** through Cheque bearing No. **223066** & **223067** dated **28-09-2020** drawn at **SBI Bank,** Vishweshwara nagar Branch, Mysore in favour of Sindhoor Dristi Elegance as part payment towards the Sale Consideration
4. A sum of **Rs.100/- (Rupees Hundred only)** through **IMPS** Reference No. **028008578668** dated **06-10-2020** in favour of Sindhoor Dristi Elegance
5. A sum of **Rs.1,49,900/- (Rupees One Lakh Forty Nine Thousand Nine Hundred only)** through **IMPS** Reference No. **028010820435** dated **06-10-2020** in favour of Sindhoor Dristi Elegance and further undertakes and agreeable to pay the balance sale consideration of **Rs. 6,14,100/- (Rupees Six lakh Fourteen Thousand One hundred only)** at the time of registration of the Sale Deed, for which the Vendors and Confirming Party have agreed.
6. The period stipulated under this agreement for the conclusion of the sale is **1 (one) Month**from the date of issuance of site khatha and tax certificate with respect to the Schedule ‘B’ property from MUDA, Mysore. The time is the essence of this agreement for sale.
7. The Vendors and Confirming Party hereby undertakes to convey the Schedule ‘B’ Property in favour of the Purchaser or his/her Assignees unencumbered, free from Court litigations, attachment, lein or the like.
8. The Vendors and Confirming Party hereby covenants that the Schedule ‘B’ Property is free from litigation, easement, claim towards maintenance or the like and the Vendors and Confirming Party have every authority and power to sell the Schedule ‘B’ Property as per this Agreement.
9. The Vendors and Confirming Party hereby undertakes and assures the Purchaser that they will execute the regular Sale Deed in favour of the Purchaser or his/her assignees.
10. The Vendors and Confirming Party shall handover the documents and possession of the Schedule ‘B’ Property to the Purchaser on the day of registration of the regular Sale Deed. The photocopies of all the documents available at present with respect to the Schedule ‘B’ Property are handed over to the Purchaser on this day by the Vendors and Confirming Party.
11. That the parties to this agreement are entitled to specifically enforce this agreement under the provisions of Specific Relief Act.
12. Any of the terms and conditions of this agreement can be altered by mutual consent of the parties of this agreement by written instrument.
13. The Original of this Sale Agreement shall be with the Purchaser and the photocopy of the same shall be with the Vendors and Confirming Party.
14. The Purchaser has agreed to bear the expenses of Sale transaction i.e., Stamp duty and Registration fee.

**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. 62**, 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 9.00 Meters**, in total measuring **108.00 Square Meters**, bounded on:

East by : Site No. 49

West by : 9.00 Mts Road

North by : Site No. 63

South by : Site No. 61

**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**