AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 06th day of January Two Thousand and Twenty One **(06-01-2021)** by -----

**SRI. PRAKASH RAJ. P. PUROHITH (PAN No. ARLPP6124E, ADHAR NO. 6526 5370 7290),** aged about 51 years, S/o. Punmaji, residing at No.164, 2nd Cross, Railway Layout, Vijaya Nagar, Mysore-16. 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. AJAY VAIDYA (PAN No. ANWPV8953G, ADHAR NO. 8834 9678 7611)** aged about 31 years, S/o. Sri Chandrashekara Vaidya, residing at 1-1A, Mudduru, Nalkur, Udupi-576234, 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. 92** carved out of the residentially converted land bearing survey number (1) 41/2 (2 Acre 33 Guntas) (2) 45/1 (1 Acre 12 Guntas), (3) 45/2 (1 Acre), (4) 45/3 (12 Guntas), (5) 45/4 (1 Acre 13 Guntas), (6) 45/4 (1 Acre 13 Guntas), (7) 46 (4 Acre 37 Guntas), (8) 47 (1 Acre 15 Guntas), (9) 48 (1 Acre 11 Guntas), (10) 48 (10 Guntas), (11) 49 (32 Guntas) in all measuring 16 acre 28 guntas situ at ated **ILWALA 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 **“KRISHA LAYOUT”** formed and developed by M/s ESS & Ess infrastructure Pvt Limited. 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 purchased by vendor SRI. PRAKASH RAJ. P. PUROHITH from Sri. V.S.Rajeshvia Sale Deed on 05-11-2016 and the same has been registered in the office of the Sub-Registrar, Mysore West, Mysore as document No. **MYW-1-06927/2016-17** of Book I stored at C.D.No. **MYWD-76** The khata of the schedule property registered in favour of the vendor at Mysore Urban Development Authority 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.21,75,000/- (Rupees Twenty One Lakh Seventy Five Thousand only).**

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

Whereas the Purchaser has paid a sum of **Rs.6,00,000/- (Rupees Six Lakh Only)** to the Vendor of an Advance amount in the following manner:-

1. A sum of **Rs.5,00,000/- (Rupees Five Lakh Only)** by way of Cash and
2. A sum of **Rs.1,00,000/- (Rupees One Lakh Only)** cheque No. **097433** dated **06-01-2021** drawn on **ICICI bank**, Kalidasa Road Branch, Mysore as an advance.

The balance sale Consideration of **Rs.15,75,000/- (Rupees Fifteen Lakh Seventy Five 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 **30 days (Thirty)** 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 bearing **Site No. 92** carved out of the residentially converted land bearing survey number (1) 41/2 (2 Acre 33 Guntas) (2) 45/1 (1 Acre 12 Guntas), (3) 45/2 (1 Acre), (4) 45/3 (12 Guntas), (5) 45/4 (1 Acre 13 Guntas), (6) 45/4 (1 Acre 13 Guntas), (7) 46 (4 Acre 37 Guntas), (8) 47 (1 Acre 15 Guntas), (9) 48 (1 Acre 11 Guntas), (10) 48 (10 Guntas), (11) 49 (32 Guntas) in all measuring 16 acre 28 guntas situ at ated **ILWALA 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 **“KRISHA LAYOUT”** andbounded by**:-**

### East by : Property bearing No.95,

### West by : Road,

### North by : Property bearing No.91

### South by : Property bearing No.93

**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