AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 20th day of May, Two Thousand and Twenty Two **(20-05-2022)** by -----

**SRI. SUYASH VERMA (PAN NO. AAOPV4502A, AADHAAR NO. 8065 0916 1287),** aged about 60 years, S/o. Sri.D.N.Verma, **SMT. KANTHI SUYASH VERMA** (PAN NO. AA0PV4503B, AADHAAR NO. 2019 9538 1617)**,** aged about 61 years, W/o. Sri. Suyesh Verma, residing at 003, Ground Floor, Kaushal Regency, 1st Cross, Prakash Nagar, Rajajinagar 3rd Stage, Benagluru-560 021. hereinafter referred to as the “**VENDORS**” (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. LOKESHA (PAN NO. AUUPL8427G, AADHAAR NO. 9981 9434 4143)** aged about 34 years, S/o. Sri. Mahadeva, residing at Muddanahalli Village, Piriyapatna Taluk, Kasaba Hobli, Malangi Post, Panchavalli, Mysore Karnataka-571105. hereinafter referred to as the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas the Vendor is the absolute owner in peaceful possession and enjoyment of the residential property bearing intermittent **Site No. 3 M at SHREE SAPTHGIRI LAYOUT** situated in land bearing Sy.No.s. ½, 7/1, 8/2, 14/2, 45/1, 45/2, 58/1, 59/1, 59/2, 275/1, 275/4, 276/1, 278/1, 278/2, 279/1, 281/2, 281/3, 281/4, 281/5, 281/6, 281/8, 291/1, 291/5 totally measuring an extent of 37 acres 04 ½ guntas situated at Huyilalu Village, Yelwala Hobli, Mysore Taluk measuring **East to West: 18.3 Mtrs., North to South: 12.2 Mtrs. in all 223.26 Sq. Mtrs.,** 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 property was purchased by Vendors from Sri.N.Subramanya, G.R.Nagaraj, G.R.Sampath Kumar, D.S.Lakshmi Narayanarao, Jagadeesh.S, Vanishree, M.V.Jayakumar, Ramachandra shetty, Smt. Pushpalatha, A.L.suresh represented by their GPA Holder M/s ESS and ESS Infrastructure Private Limited represented by its Director Sri.Shreekanth Daas as first vendor Shree Sapthagiri Developers represented by its partner Sri.S.Suryanarayana on 21-03-2011 and obtained absolute sale deed and the sale deed got registered as document No. **MYN-1-23545-2010-11** stored in CD.No.**MYND-269**, of Book I in the office of the Sub-Registrar, Mysore North, Mysore dated **21-03-2011** and the vendor has got registered the khatha in his name at MUDA, Mysore vide No. **92**  of Book 1 at page No. 17 dated **26-04-2011** and the Vendors paid upto date site tax to the concerned authorities

Now the Vendors are in the actual physical possession of the property and the said property is the self acquired property of the Vendors. Thus the Vendors is enjoying the same peacefully without litigations whatsoever. Whereas the Vendors are in peaceful and continuous possession and enjoyment of the entire property being the absolute owner and title holder of the property.

Whereas the Vendors are 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.24,00,000/- (Rupees Twenty Four Lakh Only).**

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

Whereas the Purchaser has paid an initial advance of **Rs. 3,00,000/- (Rupees Three Lakh Only)** to the Vendor by way of RTGS bide UTR No. **CNRBR52022051982787230** dated **19-05-2022** before undersigned witnesses in this Sale Agreement.

And Vendor hereby agree to receive the balance Sale consideration of **Rs.18,00,000/- (Rupees Eighteen Lakh Only)** from the Purchaser at the time of registration of the Sale Deed.

The transaction shall be completed on or before **90 (Ninety) Days** from this Agreement for any delay beyond Sixty Days from the date of this agreement of Sale in interest of 12%P.A shall be paid to the vendors by the purchaser and due amount for the period delayed. The Vendor today itself handover the **all Xerox Documents** pertaining to the Schedule Property and The Vendors have agreed to handover Possession and all original Documents of the Schedule property to the Purchaser at the time of registration of sale deed.

The vendors have agree to co-operate with the purchaser to obtain loan, from bank or financial institutions to purchase the schedule property.

The Vendors shall make out and convey a good marketable and subsisting clear title in regard to the schedule property to the Purchaser.

The Vendors consents for the Purchaser to issue a public notice in newspapers and call for objections and claims from the public before concluding the sale. Without prejudice to the generality of its other obligations under this Agreement, the Vendor agrees to clear/settle at its cost any claims, objections, received or noticed in pursuance of such notice before execution of the sale deed.

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 stamp duty and registration expenses shall be exclusively borne by the purchaser.

The vendors shall pay upto date tax 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 without demanding extra consideration from the Purchaser beyond what is mentioned in the agreement.

The Vendor agrees that the for a period commencing from this date of AGREEMENT till the execution of Sale Deed. Period of sixty days shall not enter into any discussion negotiations to sell/lease assign or transfer any title or interest in the schedule property, that may adversely affect the rights of the Purchaser herein.

Both the parties have agreed that the time is the essence of this agreement if any questions or disputes arise during the continuation of the agreement shall be refer to an arbitrator which shall be oppointed by the consent of both the parties (vendors and purchaser) whose decision shall be binding on them under arbitrator and consolation that Act 1996. The venue of Arbitration shall be in Mysore.

SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing property intermittent **Site No. 3 M at SHREE SAPTHGIRI LAYOUT** situated in land bearing Sy.No.s. ½, 7/1, 8/2, 14/2, 45/1, 45/2, 58/1, 59/1, 59/2, 275/1, 275/4, 276/1, 278/1, 278/2, 279/1, 281/2, 281/3, 281/4, 281/5, 281/6, 281/8, 291/1, 291/5 totally measuring an extent of 37 acres 04 ½ guntas situated at Huyilalu Village, Yelwala Hobli, Mysore Taluk measuring **East to West: 18.3 Mtrs., North to South: 12.2 Mtrs. in all 223.26 Sq. Mtrs.,** and bounded by:-

### East by : Road,

### West by : Site No.4D,

### North by : Site No.3N,

### South by : Site No.3L,

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

AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 27th day of September, Two Thousand and Nineteen **(27-09-2019)** by -----

**Sri. RAMESH KRISHNAMURTHY (PAN NO. AMBPK6456D),** aged about 60 years, S/o. Sri. Subbabhatta Krishnamurthy, at present residing at 4388, SW Bella Place, Beaverton, OR97005, USA. hereinafter referred to 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. G.U.MANJUNATH, (PAN NO. ANLPG5258L),** aged about 44 years, S/o. Mr. G.S.Ujjinappa, residing at Old B.M.Road, Office of the Assistant, Executive Engineer, Chescom, Maddur Town, Maddur, Mandya-571 428. hereinafter referred to as the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas the Vendor is the absolute owner in peaceful possession and enjoyment of the residential property bearing **Site No. 132,** carved out of the residentially converted land bearing Sy.No.s 64/2A, 64/2B, 65/2, 66, 65/1, 67/1, 67/2, 69, 91/1, 91/2, 49/1, 49/2B, 48/2, 53/2, 78, 77, 41/4, 41/5, 41/6 situated at Yandahally Village, Varuna Hobli, Mysore Taluk, and Sy.No.s 14/1, 14/2, 14/3, 17/2, 12/3, 10/2, 9/1, 8/1, 8/2, 7/2, 7/3 situated at Madapura Village, Varuna Hobli, Mysore Taluk and the layout known as **SHREE SAPTHAMATHRUKA PHASE-2** **LAYOUT** measuring **East to West: 24.40.00 Mtrs., North to South: 15.30 Mtrs. in all 373.32 Sq. Mtrs.,** morefully described in the schedule hereunder written and hereinafter called the **“schedule property”.** The vendor holds marketable title & possession of the schedule property.

Whereas schedule property was purchased by Vendor from Sri. Ramesh Krishna Murthy on 29-07-2009 and obtained absolute sale deed and the sale deed got registered as document No. MYN-1-05107-2009-10 stored in CD.No.MYND-204, of Book I in the office of the Sub-Registrar, Mysore North, Mysore dated 29-07-2009 and the khatha was registered in favour of Vendor at MUDA, Mysore vide No. 132, at page No.33 of Book 1 and the Vendor paid upto date site tax to the concerned authorities

Now the Vendor is in the actual physical possession of the property and the said property is the self acquired property of the Vendor. Thus the Vendor is enjoying the same peacefully without litigations whatsoever. Whereas the Vendor is in peaceful and continuous possession and enjoyment of the entire property being the absolute owner and title holder of the property.

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. 32,00,000/- (Rupees Thirty Two Lakh Only).**

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

Whereas the Purchaser has paid an initial advance of **Rs. 2,00,000/- (Rupees Two Lakh Only)** to the Vendor by way of Cheque bearing No. **000003** dated 27-09-2019 drawn on HDFC Bank, V.V.Puram, B.H.Road Branch, Chikkaballapura, Gauribidanur, before undersigned witnesses in this Sale Agreement.

And Vendor hereby agree to receive the balance Sale consideration of **Rs. 30,00,000/- (Rupees Thirty Lakh Only).** from the Purchaser at the time of registration of the Sale Deed.

The transaction shall be completed on or before **45 (Forty Five) Days** from this Agreement. The Vendor today itself handover the **all Xerox Documents** pertaining to the Schedule Property and The Vendor has agreed to handover Possession and all original Documents of the Schedule property to the Purchaser at the time of registration of sale deed.

The vendor has agree to co-operate with the purchaser to obtain loan, from bank or financial institutions to purchase the schedule property.

The Vendor shall make out and convey a good marketable and subsisting clear title in regard to the schedule property to the Purchaser.

The Vendor consents for the Purchaser to issue a public notice in newspapers and call for objections and claims from the public before concluding the sale. Without prejudice to the generality of its other obligations under this Agreement, the Vendor agrees to clear/settle at its cost any claims, objections, received or noticed in pursuance of such notice before execution of the sale deed.

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 without demanding extra consideration from the Purchaser.

The Vendor agrees that the for a period commencing from this date of AGREEMENT till the execution of Sale Deed, he shall not enter into any discussion negotiations to sell/lease assign or transfer any title or interest in the schedule property, that may adversely affect the rights of the Purchaser herein.

Notwithstanding anything stated above, the parties agree that the Agreement is subject to approval from the Legal Advisors of the Purchaser on the title of the Schedule Property. In the event of any further requirement of any documents for making the title more marketable, all expenses towards the same, including all incidental expenses, would be met entirely by the Vendor.

SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing property bearing **Site No. 132,** carved out of the residentially converted land bearing Sy.No.s 64/2A, 64/2B, 65/2, 66, 65/1, 67/1, 67/2, 69, 91/1, 91/2, 49/1, 49/2B, 48/2, 53/2, 78, 77, 41/4, 41/5, 41/6 situated at Yandahally Village, Varuna Hobli, Mysore Taluk, and Sy.No.s 14/1, 14/2, 14/3, 17/2, 12/3, 10/2, 9/1, 8/1, 8/2, 7/2, 7/3 situated at Madapura Village, Varuna Hobli, Mysore Taluk and the layout known as **SHREE SAPTHAMATHRUKA PHASE-2** **LAYOUT** measuring **East to West: 24.40 Mtrs., North to South: 15.30 Mtrs. in all 373.32 Sq. Mtrs.,** and bounded by:-

### East by : Road,

### West by : Site No.129,

### North by : Site No.131,

### South by : Site No. 133.

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

AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 27th day of August, Two Thousand and Nineteen **(27-08-2019)** by -----

**Sri. M.MAHESHA,** aged about 49 years, S/o. Late.M.Mahadevaiah, residing at Door No. 1852, 12th Main, 1st Cross, 2nd Stage, Vijayanagar, Mysore-570017. hereinafter referred to 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. SHASHANK SINGH. K,** aged about 32 years, S/o. Mr. C.D.Krishna Singh, residing at Door No. 27, 2nd Floor, Ward No.160, Near Monish Corner, Rajarajeshwari Nagar, Bangalore South, Bangalore-560098. hereinafter referred to as the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas the Vendor is the absolute owner in peaceful possession and enjoyment of the residential property bearing **Site No. 23,** in the layout measuring **East to West: 12.00 Mtrs., North to South: 9.00 Mtrs. in all 108.00 Sq. Mtrs.,** formed and developed in non-agricultural residential converted land bearing Sy.No. 77/5 measuring 2 Acres 01 Guntas situated at **Belavadi Village,** Yelwala Hobli, Mysore Taluk, morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas schedule property was purchased by Vendor from Sri.T.K.Abdul Nasir on 30-11-2017 and obtained absolute sale deed and the sale deed got registered as document No. MYW-1-06511-2017-18 stored in CD.No.MYWD-92, of Book I in the office of the Sub-Registrar, Mysore WEST, Mysore dated 30-11-2017 and the khatha was registered in favour of Vendor at MUDA, Mysore vide No. **¸ÀASÉå B ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-NEW-15370/17-18** and the Vendor paid upto date tax to the concerned authorities

Now the Vendor is in the actual physical possession of the property and the said property is the self acquired property of the Vendor. Thus the Vendor is enjoying the same peacefully without litigations whatsoever.

Whereas the Vendor is in peaceful and continuous possession and enjoyment of the entire property being the absolute owner and title holder of the property.

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. 37,00,000/- (Rupees Thirty Seven Lakh Only).**

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

Whereas the Purchaser has paid an initial advance of **Rs. 5,00,000/- (Rupees Five Lakh Only)** to the Vendor by way of Cheque bearing No. 240050 dated 02-09-2019 drawn on Axis Bank, Koramangala Branch, Bangalore before undersigned witnesses in this Sale Agreement.

And Vendor hereby agree to receive the balance Sale consideration of **Rs. 32,00,000/- (Rupees Thirty Two Lakh Only)** from the Purchasers at the time of registration of the Sale Deed.

The transaction shall be completed on or before **45 (Forty Five) Days** from this Agreement. The Vendor today itself handover the **all Xerox Documents** pertaining to the Schedule Property and The Vendor has agreed to handover Possession and all original Documents of the Schedule property to the Purchaser at the time of registration of sale deed.

The vendor has agree to co-operate with the purchaser to obtain loan, from bank or financial institutions to purchase the schedule property.

The Vendor shall make out and convey a good marketable and subsisting clear title in regard to the schedule property to the Purchaser.

The Vendor consents for the Purchaser to issue a public notice in newspapers and call for objections and claims from the public before concluding the sale. Without prejudice to the generality of its other obligations under this Agreement, the Vendor agrees to clear/settle at its cost any claims, objections, received or noticed in pursuance of such notice before execution of the sale deed.

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 without demanding extra consideration from the Purchaser.

The Vendor agrees that the for a period commencing from this date of AGREEMENT till the execution of Sale Deed, he shall not enter into any discussion negotiations to sell/lease assign or transfer any title or interest in the schedule property, that may adversely affect the rights of the Purchaser herein.

Notwithstanding anything stated above, the parties agree that the Agreement is subject to approval from the Legal Advisors of the Purchaser on the title of the Schedule Property. In the event of any further requirement of any documents for making the title more marketable, all expenses towards the same, including all incidental expenses, would be met entirely by the Vendor.

SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing property bearing **Site No. 23,** in the layout measuring **East to West: 12.00 Mtrs., North to South: 9.00 Mtrs. in all 108.00 Sq. Mtrs.,** formed and developed in non-agricultural residential converted land bearing Sy.No. 77/5 measuring 2 Acres 01 Guntas situated at **Belavadi Village,** Yelwala Hobli, Mysore Taluk, and bounded by:-

### East by : 9.00 Mtrs Road,

### West by : Site No.31 & 32,

### North by : Site No.24,

### South by : Site No. 22.

Measuring **East to West : 12.00 Mtrs, North to South : 9.00 Mtrs Totally measuring 108.00 Sq. Mtrs.,** with unfinished ground and first floor RCC building measuring 123.00 Sq. Mtrs. of built up area.

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

AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 14th day of August, Two Thousand and Nineteen **(14-08-2019)** by -----

**Sri. LOKANATH.A.S.,** aged about 51 years, S/o. Mr. A.K.Somaiah, and **Smt. URMILA.P.A,** aged about 51 years, W/o. Mr. Lokanath.S, both are residing at Door No. 639/1, Heggade Layout, (Giridashini Layout), Near Nandini Layout, T.Narsipura Main Road, Alanahalli, Mysore-570 028. hereinafter referred to as the “**VENDORS**” (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

**Mr.PAVAN KUMAR.S,** S/o. Mr. Suresh, aged about 27 years, residing at Door No. 1366, 1st Cross, Kabir Road, Mandi Mohalla, Mysore. hereinafter referred to as the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas the Vendor is the absolute owner in peaceful possession and enjoyment of the residential property bearing **Site No. 254,** measuring East to West: (18.5+18.3)/2 Mtrs., North to South: (9.3+12.2)/2 Mtrs. in all 197.80 Sq. Mtrs., the layout known as **SHREE SAPTHAMATHRUKA LAYOUT PHASE-2,** the layout carved out of the residentially converted lands bearing Sy.No. 41/4, 41/5, 41/6, 48/2, 49/1, 49/2B, 53/2, 64/2A, 64/2B, 65/1, 65/2P1, 66, 67/1, 67/2, 69, 77, 78, 91 and 91/2P1 situated at **YANDAHALLY VILLAGE,** Varuna Hobli, Mysore Taluk and lands bearing Sy.No. 7/2, 7/3, 8/1, 8/2, 9/1, 10/2, 12/3, 14/1, 14/2, 14/3 and 17/2 situated at **MADAPURA VILLAGE,** Varuna Hobli, Mysore Taluk totally measuring 48 Acres 24 ½ Guntas morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas SHREE SAPTHAMATHRUKA developers had alloted the schedule property in favour of Vendors and obtained absolute sale deed from Shree Sapthamathruka Developers represented by its Proprietor Sri.Shreevathsaa on 16-11-2012 and the sale deed registered as document No. MYN-1-21987-2012-13 stored in CD.No.MYND-347, of Book I in the office of the Sub-Registrar, Mysore North, Mysore dated 16-11-2012 and the khatha was registered in favour of Vendor at MUDA, Mysore vide No. 254, Page No. 14, Book-02 dated 14-12-2012 and the Vendors paid upto date tax to the concerned authorities

Now the Vendor is in the actual physical possession of the property and the said property is the self acquired property of the Vendor. Thus the Vendor is enjoying the same peacefully without litigations whatsoever.

Whereas the Vendor is in peaceful and continuous possession and enjoyment of the entire property being the absolute owner and title holder of the property.

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. 23,95,150/- (Rupees Twenty Three Lakh Ninty Five Thousand One Hundred and Fifty Only).**

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

Whereas the Purchaser has paid an initial advance of **Rs. 1,00,000/- (Rupees One Lakh Only)** to the Vendors by way of Cash before undersigned witnesses in this Sale Agreement.

And Vendor hereby agree to receive the balance Sale consideration of **Rs. 22,95,150/- (Rupees Twenty Two Lakh Ninty Five Thousand One Hundred and Fifty Only).** from the Purchasers at the time of registration of the Sale Deed.

The transaction shall be completed on or before **30 (Thrity) Days** from this Agreement. The Vendor today itself handover the **all Xerox Documents** pertaining to the Schedule Property and The Vendor has agreed to handover Possession and all original Documents of the Schedule property to the Purchaser at the time of registration of sale deed.

The vendor has agree to co-operate with the purchaser to obtain loan, from bank or financial institutions to purchase the schedule property.

The Vendor shall make out and convey a good marketable and subsisting clear title in regard to the schedule property to the Purchaser.

The Vendor consents for the Purchaser to issue a public notice in newspapers and call for objections and claims from the public before concluding the sale. Without prejudice to the generality of its other obligations under this Agreement, the Vendor agrees to clear/settle at its cost any claims, objections, received or noticed in pursuance of such notice before execution of the sale deed.

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 without demanding extra consideration from the Purchaser.

The Vendor agrees that the for a period commencing from this date of AGREEMENT till the execution of Sale Deed, he shall not enter into any discussion negotiations to sell/lease assign or transfer any title or interest in the schedule property, that may adversely affect the rights of the Purchaser herein.

Notwithstanding anything stated above, the parties agree that the Agreement is subject to approval from the Legal Advisors of the Purchaser on the title of the Schedule Property. In the event of any further requirement of any documents for making the title more marketable, all expenses towards the same, including all incidental expenses, would be met entirely by the Vendor.

SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing **Site No. 254,** measuring East to West: (18.5+18.3)/2 Mtrs., North to South: (9.3+12.2)/2 Mtrs. in all 197.80 Sq. Mtrs., the layout known as **SHREE SAPTHAMATHRUKA LAYOUT PHASE-2,** the layout carved out of the residentially converted lands bearing Sy.No. 41/4, 41/5, 41/6, 48/2, 49/1, 49/2B, 53/2, 64/2A, 64/2B, 65/1, 65/2P1, 66, 67/1, 67/2, 69, 77, 78, 91 and 91/2P1 situated at **YANDAHALLY VILLAGE,** Varuna Hobli, Mysore Taluk and lands bearing Sy.No. 7/2, 7/3, 8/1, 8/2, 9/1, 10/2, 12/3, 14/1, 14/2, 14/3 and 17/2 situated at **MADAPURA VILLAGE,** Varuna Hobli, Mysore Taluk totally measuring 48 Acres 24 ½ Guntas and bounded by:-

**Measurement:**

**East to West : (18.5+18.3)/2 Mtrs.**

**North to South : (9.3+12.2)/2 Mtrs**

**In all : 197.80 Sq. Mtrs.,**

### East by : Site No. 255,

### West by : Road,

### North by : Road,

### South by : Site No. 253.

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)**

**VENDORS**

**2)**

PURCHASER

AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 20th day of May, Two Thousand and Nineteen **(20-05-2019)** by -----

**Mr. B. SASIKUMARAN NAIR,** S/o. Mr. P.Bhaskaran Nair, aged about 56 years, residing at Door No. 20/B, “SHRI NILAYAM”, Opposite Ashokapuram Railway Station, 2nd Stage, Srirampura, Mysore hereinafter referred to 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

**Mr. N.CHANNAKESHAVA,** S/o. Mr. B. Ninge Gowda, aged about 50 years, residing at Housing Board Colony, Heggadadevanakote Town-571114 hereinafter referred to as the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas the Vendor is the absolute owner in peaceful possession and enjoyment of the residential property bearing **Site No. 331,** measuring East to West: 12.20 Mtrs., North to South: 9.14 Mtrs. in all 111.51 Sq. Mtrs., the layout known as **SHREE SAPTHAMATHRUKA PHASE-2 LAYOUT,** the layout carved out of the residentially converted lands bearing Sy.No. 41/4, 41/5, 41/6, 48/2, 49/1, 49/2B, 53/2, 64/2A, 64/2B, 65/1, 65/2P1, 66, 67/1, 67/2, 69, 77, 78, 91 and 91/2P1 situated at **YANDAHALLY VILLAGE,** Varuna Hobli, Mysore Taluk and lands bearing Sy.No. 7/2, 7/3, 8/1, 8/2, 9/1, 10/2, 12/3, 14/1, 14/2, 14/3 and 17/2 situated at **MADAPURA VILLAGE,** Varuna Hobli, Mysore Taluk totally measuring 48 Acres 24 ½ Guntas morefully described in the schedule hereunder written and hereinafter called the “schedule property”. The vendor holds marketable title & possession of the schedule property.

Whereas SHREE SAPTHAMATHRUKA developers had alloted the schedule property in favour of Vendor and obtained absolute sale deed from Shree Sapthamathruka Developers represented by its Proprietor Sri.Shreevathsaa on 29-10-2010 and the sale deed registered as document No. MYN-1-13044-2010-11 stored in CD.No.MYND-253, of Book I in the office of the Sub-Registrar, Mysore North, Mysore dated 29-10-2010 and the khatha was registered in favour of Vendor at MUDA, Mysore vide No. 331, Page No. 33, Book-02 dated 16-12-2010 and the Vendor paid upto date tax to the concerned authorities

Now the Vendor is in the actual physical possession of the property and the said property is the self acquired property of the Vendor. Thus the Vendor is enjoying the same peacefully without litigations whatsoever.

Whereas the Vendor is in peaceful and continuous possession and enjoyment of the entire property being the absolute owner and title holder of the property.

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. 9,00,000/- (Rupees Nine Lakhs Only).**

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

Whereas the Purchaser has paid an initial advance of **Rs. 2,40,000/- (Rupees Two Lakhs Forty Thousand Only)** to the Vendor by way of Cheque No. 047244, dated 20-05-2019, drawn on Bank of Maharastra, Kalidasa Road, Jayalakshmipuram Branch, Mysore before undersigned witnesses in this Sale Agreement.

And Vendor hereby agree to receive the balance Sale consideration of **Rs. 6,60,000/- (Rupees Six Lakhs Sixty Thousand Only)** from the Purchaser at the time of registration of the Sale Deed.

The transaction shall be completed on or before **02 (Two) Months** from this Agreement. The Vendor today itself handover the **all Xerox Documents** pertaining to the Schedule Property and The Vendor has agreed to handover Possession and all original Documents of the Schedule property to the Purchaser at the time of registration of sale deed.

The vendor has agree to co-operate with the purchaser to obtain loan, from bank or financial institutions to purchase the schedule property.

The Vendor shall make out and convey a good marketable and subsisting clear title in regard to the schedule property to the Purchaser.

The Vendor consents for the Purchaser to issue a public notice in newspapers and call for objections and claims from the public before concluding the sale. Without prejudice to the generality of its other obligations under this Agreement, the Vendor agrees to clear/settle at its cost any claims, objections, received or noticed in pursuance of such notice before execution of the sale deed.

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 without demanding extra consideration from the Purchaser.

The Vendor agrees that the for a period commencing from this date of AGREEMENT till the execution of Sale Deed, he shall not enter into any discussion negotiations to sell/lease assign or transfer any title or interest in the schedule property, that may adversely affect the rights of the Purchaser herein.

Notwithstanding anything stated above, the parties agree that the Agreement is subject to approval from the Legal Advisors of the Purchaser on the title of the Schedule Property. In the event of any further requirement of any documents for making the title more marketable, all expenses towards the same, including all incidental expenses, would be met entirely by the Vendor.

In the event of breach of the terms of this agreement by either parties the other party (the affirmed party/ies) shall be entertained an amount **Rs. 50,000/- (Rupees Fifty Thousand Only)** from the either party/ies for the expenses and losses incurred by the aggrieved party/ies as a consequence of such breach.

SCHEDULE OF THE PROPERTY

All that piece and parcel of residential property bearing **Site No. 331,** measuring East to West: 12.20 Mtrs., North to South: 9.14 Mtrs. in all 111.51 Sq. Mtrs., the layout known as **SHREE SAPTHAMATHRUKA PHASE-2 LAYOUT,** the layout carved out of the residentially converted lands bearing Sy.No. 41/4, 41/5, 41/6, 48/2, 49/1, 49/2B, 53/2, 64/2A, 64/2B, 65/1, 65/2P1, 66, 67/1, 67/2, 69, 77, 78, 91 and 91/2P1 situated at **YANDAHALLY VILLAGE,** Varuna Hobli, Mysore Taluk and lands bearing Sy.No. 7/2, 7/3, 8/1, 8/2, 9/1, 10/2, 12/3, 14/1, 14/2, 14/3 and 17/2 situated at **MADAPURA VILLAGE,** Varuna Hobli, Mysore Taluk totally measuring 48 Acres 24 ½ Guntas and bounded by:-

### East by : Road

### West by : Site No. 308 and 309

### North by : Site No. 330

### South by : Site No. 332

Measuring

**East to West : 12.20 Mtrs**

**North to South : 9.14 Mtrs**

**In all : 111.51 Sq. Mtrs** of site only

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