AGREEMENT OF SALE

THIS DEED OF SALE is made and executed on this 15th day of June, Two Thousand and Twenty **(15-06-2020)** at Mysore, by and between ----

**M/s. TANISUJAN INFRA PRIVATE LIMITED** **(PAN No. AADCT6102E),** represented by its Managing Director **Mr. S. SHIVAKUMARA SWAMY,** aged about 51 years, S/o. Late. Shivappa, residing at No. 1134, Karuna Marga, Siddartha Nagar, Mysore-570 011 hereinafter referred to as the **“VENDOR”** which term shall mean and include their legal heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest of the one part:

## IN FAVOUR OF

**Smt. H. B. SUNITHA (PAN No. BRSPS4462C),** aged about 40 Years, W/o. Sri. Madegowda, residing at No. 43, Darshana Marga, Sahrudaya Nagara, Mysore-570 028. hereinafter referred to as the **“PURCHASER”** which expression shall unless repugnant to the context mean and includes his/her legal heirs, successors, assigns, executors, administrators, and representatives in interest of the OTHER PART:

Whereas the Vendor is the absolute owner and in possession of residential property bearing **Site No.** **25**, measuring **East to West : 12.20 Mtrs, North to South : (9.65+10.86)/2 Mtrs.,** carved out of residential converted land bearing Sy No. 118/1, extent of 3 Acres 07 Guntas situated at Talur Village, Jayapura Hobli, Mysore Taluk, hereinafter referred to as the **Schedule Property.**

Originally the land belongs to one Puttabasavaiah and others which was acquired by Puttabasavaiah, S/o. Veerabhadraiah by virtue of sale. The entries further show that the said land was subsequently transferred into the name of Basavaiah, S/o. Puttabasavaiah by way of transfer of rights through Registered Sale Deed dated 02-11-1950 the said land was purchased by one Sri. Siddappa.

That under a Registered Sale Deed dated 01-11-1950 one Sri Basavaiah and his minor daughters Basamma and Maramma have sold the land bearing Survey No.118 measuring 3 Acres for valuable consideration to Sri Siddappa vide document No. 3970 of Book I stored at Volume 1862 dated 02-11-1950 and put him in possession and enjoyment thereof. Thus, Sri Siddappa became the absolute owner in possession and enjoyment of the said land.

That the RTC pertaining to land bearing Survey No.118/1 measuring 3 Acres and 118/2 measuring 3 Acre 7 Guntas shows that the said lands altogether measuring 6 Acres 07 Guntas was standing in the name of Sri Siddappa.

That the Index of Lands shows that the land bearing Survey No.118 altogether measuring 6 Acres 07 Guntas was standing in the name of Sri Puttabasavaiah. The Khata of 3 Acres bearing Survey No.118/1 in a family partition, it was transferred into the name of Sri T.S.Siddappa vide MR No. 1/1974-75.

Whereas on 03-04-2012 the Gift deed was executed by Smt. Chandramma W/o. Late. Siddappa for the sy no. 118/1 measuring 3 Acres 07guntas registered at office of the Sub-registrar, Mysore North, Mysore vide document No. MYN-1-00240/2012-13 of Book I stored at C.D No. MYND 316. The khata/RTC stands in the name of the vendor vide MR.H.128/2011-12.

On 17-03-2013 the other legal heirs of late T.S. Siddappa @ Thammadi Siddappa i.e., Smt. Rajamma, Sri. T.S. Shivakumar, Smt. Lokamani and Smt. Gowramma have executed a Registered Release Deed and released their entire right, title and interest over the schedule land bearing Sy No. 118/1 measuring 3 Acres 07 guntas in favour of Sri. T.S. Chandrashekar vide document No. MYW-1-02347/2013-14 of Book I stored at CD No. MYWD 10 and put him in possession and enjoyment thereof. In the said manner Sri. T.S. Chandrashekar is in actual possession and enjoyment of the entire 3 Acres 07 guntas of land as its absolute owner.

On 17-08-2015 the Panchayath Development officer, Doora Village, Panchayath, Mysuru Taluk has issued a No objection Certificate in respect of the schedule property stating that it has no objection for Sri. T.S. Chandrashekar to use the said land bearing Sy No. 118/1 measuring 3 Acres 07 guntas for residential purpose.

On 27-08-2015 the Tahasildar, Mysuru Taluk, has issued an endorsement to Sri. T.S. Chandrashekar stating that no petitions have been registered under PTCL Act pertaining to land bearing Sy No. 118/1 of Talur Village, Mysuru Taluk.

On 28-08-2015 the Tahasildar, Mysore Taluk has issued on Endorsement stating that no applications have been received for occupancy rights (NTC) in respect of land bearing Sy No. 118/1 measuring 3 Acres 07 guntas of Taluk Village, Jayapura Hobli, Mysore Taluk.

On 01-10-2015 the Tahasildar, Mysore Taluk has issued an Endorsement to Sri. T.S. Chandrashekar stating that in view of the gift of the said land to him, its khata is registered in his name and no petitions have been registered under section 79(A) and (B) of Karnataka Land Reforms Act.

That the Assistant Director, Town and Country planning department has on 25-10-2016 by their letter to Deputy Commissioner, Mysore District stating that they have permitted to use the said land bearing Sy No. 118/1 measuring 3 Acres 07 guntas for residential purpose.

On 09-03-2018 the Deputy Commissioner, Mysore district has issued an endorsement letter to Sri. T.S. Chandrashekar to pay the sum of Rs. 1,03,830/- towards the cost of conversion fee, phodi fee etc.,

As per the directions of the Deputy Commissioner Sri. T.S. Chandrashekar remitted a sum of Rs. 1,03,775/- to the concerned authorities on 12-03-2018. On the basis of the above said facts the Deputy Commission, Mysore District by his order No. MYSD/ALN3/VAJA/110/2017(4127) dated 26-03-2018 permitted the vendor Sri. T.S. Chandrashekar to use the said land bearing Sy No. 118/1 measuring 3 Acres 07 guntas from agricultural purpose to non agricultural residential purposes.

Whereas the said alienated property was purchased by the vendor from Sri. T.S. Chandrashekar and others on 22-08-2019 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-05259/2019-20 of Book I stored at C.D No. MYWD 280 dated 23-08-2019. Due to some error the Rectification Deed was executed by Sri. T.S. Chandrashekar and others in favour of the vendor on 26-08-2019 and the Rectification Deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-05335/2019-20 of Book I stored at CD No. MYWD 281.

The vendor obtained the layout plan approved by the Joint Director of Town and Country Planning, Mysore Taluk and District on 27-09-2019 vide No. £ÀUÁæAiÉÆÃ¸À¤ªÉÄÊ/£À.AiÉÆÃ(2)/«.£À.C/76/2019-20. The vendor formed and developed the residential layout as per the approved plan. The Schedule **site bearing No. 25** is one such site andregistered the khata in favour of the vendor at Administrative limits of **Doora Grama Panchayath** and obtained Form No. 9 and 11A from **Doora Grama Panchayath** and the vendor paid upto date tax to the concerned authorities. Now the vendor is in the actual physical possession of the property. 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. 7,41,000/- (Rupees Seven lakh Forty One Thousand Only).**

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

Whereas the Purchaser has paid in the following Manner :-

1. A sum of **Rs. 15,000 (Rupees Fifteen Thousand Only)** to the Vendor by way of Cheque.No. **311285** dated **25-05-2020** drawn on Corporation Bank, Mysore.
2. A sum of **Rs. 1,00,000 (Rupees One Lakh Only)** to the Vendor by way of Cheque.No. **311286** dated **15-06-2020** drawn on Corporation Bank Mysore as an advance.

The balance sale Consideration of **Rs. 6,06,000/- (Rupees Six Lakh Six Thousand Only).** will be paid by the purchaser to the vendor at the time of registration of this Sale Deed.

As We have given the document of the below said schedule property regarding the legal opinion for the concerned Advocate. Hence after the **30 (Thirty) Days** from the legal opinion we are going to register the property in concerned authority by paying the stamp and fees for the schedule property.

The vendor has hand-over all zerox copies of 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 the Property bearing **Site No. 25** measuring **East to West : 12.20 Mtrs, North to South : (9.65+10.86)/2 Mtrs.,** carved out of residential converted land bearing Sy No. 118/1, extent of 3 Acres 07 Guntas situated at **Talur** Village, **Doora** Grama Panchayath, Jayapura Hobli, Mysore Taluk and bounded as follows:-

East by : Site No.24,

West by : 9.00 Mtr Road,

North by : 12.00 Mtr Road,

South by : Site No.26,

**As per the Doora Grama Panchayath**

**Form No. 9 & 11A records**

The Property No. **467/25**

Unique No. **152200421124023449**

Resolution No. & date : **7/7-1/10/2019**

**Measuring East East to West : 12.20 Mtrs, North to South : (9.65+10.86)/2 Mtrs. in all measuring 125.11 Sq.Mtrs.,**

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**