AGREEMENT OF SALE

THIS DEED OF SALE is made and executed on this 20th day of May, Two Thousand and Twenty **(20-05-2020)** at Mysore, by and between ---

**Smt. S. RAJALAKSHMI** **(PAN: ABMPR1585L)** W/o D.C. Sreedhar aged about 60 years, residing at No.1538, Anikethana Road, C And D Block, Kuvempu Nagar, Mysuru-570023, **Sri. S. SURESH** S/o. Late. K. Shivanne Gowda Aged about 55 Years, Residing at no. 633, E & F Block, Kuvempunagara, Mysore-570 023, hereinafter referred to as the **SELLER** of the **ONE PART** which expression shall unless contexts includes executors, administrators, successors, assigns and representatives in interest.

## IN FAVOUR OF

**SMT. BHAGYA BHUVANALLI SANJEEVA SHETTY** (PAN: AHJPB7991A, ADHAR NO. 9325 8586 5136) W/o. K.N.Prakash, aged about 59 years, residing00at Mahadevapete, Madikeri, Kodagu-571201 hereinafter referred to as the **PURCHASER** of the **OTHER PART.**

WHEREAS the schedule vacant residential property bearing **NO. 24**, measuring **East to West 18.00 meters** and **North to South (11.70+12.30)/2 meters** in total (216 square meter) (2325 Square Feet) is situated in the layout formed by SMT.K.ASHWATHAMMA in an alienated lands bearing Survey NO.323, 324 and 325 (1) ALN (1) 21/2004-05,dated 16-12-2004, (II) ALN (1) 22/2004-05,dated 16-12-2004 and (III) ALN (1) CR 142/2004-05, dated 04-04-2005 in all measuring 4 acres 8.5 guntas of land in Kergalli Village, Jaypura Hobli, Mysore Taluk which is morefully described in the schedule herein under mentioned and hereafter referred to as the SCHEDULE PROPERTY.

WHEREAS the said Smt.K.ASHWATHAMMA has purchased agricultural lands bearing (1) Survey NO.60, Block NO.50, measuring 1 acre 18.5 guntas out of total extent of 2 acres and on 23-01-2004 registered as DOC.NO.MYN-1-11942/2003-04, stored in CD.NO.MYND8 of BOOK 1 (2) Survey NO.60, Block NO.49, measuring 2 acre was registered on 23-01-2004 as DOC.NO. MYN-1-11943/2003-04, stored in CD.NO. MYND8 OF BOOK 1, (3) Survey NO.60, Block No.57 an extent of 30 guntas was registered on 31-03-2004 as DOC.NO. MYN-1-14766/2003-04, stored in CD.NO. MYND12 OF BOOK 1 and all are registered in the office of the Sub-Registrar, Mysore North, Mysore for valuable consideration.

WHEREAS Consequent of purchase, the said Smt.K.ASHWATHAMMA got the Survey numbers re-numbered as (1) 323 for old number 60,Block 50 (2) 324 for old number 60 Block 49 and (3) 325 for old number 60 Block 57,from the office of the Assistant Director, Land Records, Mysore and further got the said lands alienated for residential purpose from the office of the Deputy commissioner, Mysore District, Mysore vide his order numbers (1) ALN (1) 21/2004-05, dated 16-12-2004 (II) ALN (1) 22/2004-05 dated 16-12-2004 and (III) ALN (1) CR 142/2004-05 dated 04-04-2005 respectively for the survey numbers 323 (old number. 60 Block.50), 324(old number.60 Block.49) and 325 (old number.60 Block.57) respectively.

Subsequently the said Smt.K.ASHWATHAMMA, got the residential plan approved from the Mysore Urban Development Authority, Mysore on 12-12-2007 bearing NO. MUDA: NA/YO/RO/RE 37(H) 06-07,on payment of requisite fees and also KUWS & DB, Mysore has by its letter No.KWB/EE-Mys/JNNURM/AE-1/Pvt.Layout/786/2008-09 dated 01-01-2008, approved the layout formed by Smt.K. ASHWATHAMMA for providing the water supply and drainage facility, Similarly CHESCOM LTD has approved the said layout by its letter NO.AE/EE/K/T-2/08-09/5581-83,dated 13-11-2008 and issued service certificate NO. AEE//KN/3340 on 21-01-2009.

After completion of the layout formation, Smt.K.ASHWATHAMMA has executed a registered "DEAD OF RELINQUISHMENT" in favour of MUDA on 18-03-2009 which is registered as DOC.NO.MDA-1-06633-2008-09, stored in CD.NO.MDAD30 of BOOK-I in the office of the Additional Sub-Registrar, MUDA, Mysore which in turn has released all the 28 sites of different dimension bearing NO.1 TO 28 and issued an individual khatha’s for respective sites and in that one among them is the schedule property under the sale by virtue of this sale deed bearing **No.24, East to West 18.00 meters** and **North to South (11.70+12.30)/2 meters** in total (216 square meter) (2325 Square Feet)

On receiving the entire 28 sites from MUDA, the said Smt. K. ASHWATHAMMA and her family members had a family partition on 25th day of August 2009, which was registered as DOC.NO. MYN-1-06911-2009-10, stored in CD.No.MYND207 of BOOK 1 on 25-08-2009 in the office of Sub-Registrar Mysore North and from the said partition Deed the Scheduled property bearing **site No.24**, among other assets allotted to the share of the Smt. K.Ashwathamma.

Later K. Ashwathamma gifted the Schedule Property in favour of her Daughter Smt. S. Rajalakshmi via Gift Deed dated 03-03-2016 registered at the office of Sub-Registrar Mysore West, Mysore Vide Doc No. **MYW-1-11053-2015-16**, of Book-1, stored at **CD No. MYWD62.**

Subsequently Smt. S. Rajalakshmi (**seller**) got Khatha transferred into her name in respect of the said **site No.24**, carved out of survey No.323, 324 and 325 of Kergalli village, Mysore Taluk, Mysore on 25-04-2016 as No. **ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ- new-6103/16-17** and has paid the up to date taxes dues thereon to the MUDA, Mysore. Hence the seller has been an absolute possession and enjoyment of the scheduled property as an absolute owner of the said site No.24 and assets that she has absolute right, interest and power to sell the schedule property in favor of the purchaser.

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. 34,87,500/-(Rupees Thirty Four Lakh Eighty Seven Thousand Five Hundred only).**

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

Whereas the Purchaser has paid a sum of **Rs. . . ./- (Rupees . . . Only)** to the Vendor by way of Cheque bearing No. **. . .** dated **. . . .** drawn on State Bank of India, University Campus Branch, Mysore as an advance.

The balance sale Consideration of **Rs. 34,87,500/-(Rupees Thirty Four Lakh Eighty Seven Thousand Five Hundred 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 on or before **20-07-2020** the purchaser shall obtained legal opinion from the respective advocate and registered the sale deed within this period. The vendor hereby agreed to produce all relevant documents in respect of the schedule property to the purchaser for obtaining legal opinion.

The vendor has hand-over all Xerox 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.

If the execution and registration of the Deed of Absolute Sale could not materialize on account of the lapse of the VENDOR, the VENDOR shall be liable to pay a **50%** from the advance amount as damages to the PURCHASER along with the advance amount.

If the execution and Registration of the Deed of Absolute sale could not materialize of account of the lapse of the PURCHASER, the VENDOR shall have the right to forfeit a **50%** from the advance amount paid by the purchaser and refund the balance amount to the purchaser and the VENDOR shall have the right to execute Deed of Absolute Sale in favour of any other person at her choice.

**SCHEDULE**

All that piece and parcel of the vacant residential property bearing **Site No. 24**, measuring **East to West 18.00 meters** and **North to South (11.70+12.30)/2 meters** in total (216 square meter) (2325 Square Feet) in the layout carved out in 4 Acres 8.5 Guntas in Sy. No’s. 323, 324 and 325 of **Kergalli village, Jayapura Hobli, Mysore Taluk**, bounded as follows;

East by : Site No. 23

West by : Private Property

North by : Site No.18,

South by : Road

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**