AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 10th day of February, Two Thousand and Twenty Two **(10-02-2022)** by -----

**Sri. BHAIREGOWDA** (PAN No. \_\_\_\_\_\_\_\_\_\_\_\_\_, Aadhaar No. \_\_\_\_\_\_\_\_\_\_\_\_), aged about 46 years, S/o. Late. Siddegowda, residing at No. 498, Behind Police Station Quarters, Yelwala Village, Yelwala Hobli, Mysore Talukhereinafter referred to as the **VENDOR,** which term shall mean and include his legal heirs, executors, administrators, legal representatives and assigns, successors and representatives in interest of the one part:

## IN FAVOUR OF

**SMT. MAMATHA NAGANNA** (Aadhaar No. 2826 3867 0749), W/o. Sri. Rithesh Rudrappa, aged about 48 years, residing at 223, Neethi Marga, Siddartha Layout, Mysore-570011.Hereinafter called the **“PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and include his/her heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

WITNESSETH AS FOLLOWS:-

Whereas, the Vendor is the absolute owner and in possession of the residential property bearing **Site No. 25,** measuring East to West: 9.00 mtrs. & North to South: 12.00 mtrs. in all measuring 108.00 sq.mtrs. (1163 Sq.Ft), carved out of residentially converted land bearing Sy No. 82/1 (0-32.08 guntas) and Sy No. 82/11 (0-32.08 guntas) totally measuring 1 Acre 25 guntas, situated at Maidanahalli Village, Yelwala Hobli, Mysore Taluk, within the administrative jurisdiction limits of Koorgalli Grama Panchayath, Mysore 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 agricultural property bearing Sy No. 82/1 (0-32.08 guntas) and Sy No. 82/11 (0-32.08 guntas) totally measuring 1 Acre 25 guntas, situated at Maidanahalli Village, Yelwala Hobli, Mysore Taluk which was purchased by the vendor Sri. Bhairegowda from Sri. Munigowda and others on 13-04-2015 and the sale deed registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-1-**00287**/2015-16 of Book I stored at CD No. MYWD 46 and the revenue khata (R.T.C.) of the said lands was transferred in favour of the vendor at the concerned authorities of Mysore Taluk vide No. MR H 52/2014-15 of Khata No. 111.

The said 1 Acre 25 guntas of agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the vendor on 10-07-2015. The Tahshildar of Mysore Taluk has given report vide letter No. ALN(E)PR.34/2015-16 dated 30-09-2015 acknowledgement 05-11-2015, on the basis of that report, the concerned authorities have given direction to pay Rs. 53,111/- as Alienation charges and Rs. 110/- as podi fee. As per the directions, the applicant has remitted the said sum through Challan No. 323 and 329 dated 02-08-2016. On the above grounds, the Deputy Commissioner of Mysore, Mysore District, by Order No. ALN(1)CR 53/ 2015-16 dated 10-08-2016 given permission to use the land for residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc., The Relinquishment Deed executed in favour of Koorgalli Grama Panchayath, Mysore vide Document No. MYW-1-05008/2020-21 of Book-1 stored at CD No. MYWD 545 dated 25-09-2020 registered in office of the Mysore West, Mysore and relinquish road area to the concerned authority and formed and developed the residential layout as per the approved plan sanctioned by the Department of Town and Country Planning authority, Mysore vide No. £ÀUÁæAiÉÆÃ¸À¤ªÉÄÊ/£À.AiÉÆÃ(1)/«.£À.C/565/2020-21 dated 08-09-2020. The competent authorities released the sites in the layout and the khata of the schedule property was registered in favour of the vendor at Koorgalli Grama Panchayath and obtained Form No. 9 & 11A from Koorgalli Grama Panchayath and the vendor has paid upto date property tax to the concerned authorities.

Now the Vendor is in peaceful possession and enjoyment of the schedule property by exercising all the acts and rights of ownership and possession and without any let, hindrance or disturbance from anybody. The schedule property is free from all encumbrances, claims, court attachments, charges, liens, demands etc.,

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.7,05,000/- (Rupees Seven Lakh Five Thousand Only).**

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

Whereas the Purchaser has paid a sum of **Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_ Only)** to the Vendor by way cash as advance before undersigned witnesses.

And the vendor hereby agrees to receive the balance Sale consideration of **Rs.\_\_\_\_\_\_\_\_\_\_\_/- (Rupees \_\_\_\_\_\_\_\_\_\_ Only)** from the purchaser at the time of registration of the sale deed.

The Transaction shall be completed before the **01 (One) month** afteravailing the release order from the concerned authority.

The vendor has 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.

The vendor shall put the Purchaser in possession of the Schedule property on the execution of the Sale Deed.

Incase Vendor or the Purchaser shall not full fill any of the above said conditions and delay for registration process at the same time either party can move with legal proceedings as per specific performance terms.

# SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL of the Residential Property bearing **Site No. 25,** measuring **East to West: 9.00 mtrs. & North to South: 12.00 mtrs. in all measuring 108.00 sq.mtrs. (1163 Sq.Ft),** carved out of residentially converted land bearing Sy No. 82/1 (0-32.08 guntas) and Sy No. 82/11 (0-32.08 guntas) totally measuring 1 Acre 25 guntas, situated at **Maidanahalli** Village, Yelwala Hobli, Mysore Taluk, within the administrative jurisdiction limits of **Koorgalli** Grama Panchayath, Mysore and bounded as follows:-

East by : Site No.8

West by : Site No.10

North by : Road

South by : Sy. No.82/3 & other Approved Layout

Measuring **East to West: 9.00 mtrs. & North to South: 12.00 mtrs. in all measuring 108.00 sq.mtrs. (1163 Sq.Ft),**

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**