AGREEMENT OF SALE

This Agreement of sale is made and executed on this the **08th** day of January, Two Thousand & Twenty One **(08/01/2021)** by & between -----

**Sri. T.M. CHANDRASHEKAR,** S/o. Sri. Mahesh, aged about 30 years and **Smt. LATHA CHANDAN,** D/o. Sri. Mahesh & W/o. Sri. Chandan aged about 33 years, both are residing at No. 8, Dr. Rajkumar Road, Shakthinagar, Sathagalli, Nazarbad Mohalla, Mysore, hereinafter referred to as the **VENDOR** represented by their G.P.A Holder **Sri. D. KRISHNA,** S/o.

Late. K.M. Dasegowda, residing at No. 979, 1st Stage, Vijayanagar, Devaraja Mohalla, Mysore (G.P.A duly registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-4-**00268/**2014-15 of Book IV stored at CD No. MYWD 35 dated 18-10-2014) (the terms the Vendor wherever the context admits shall mean and include his heirs, representatives, administrators, executors and assigns) of the one part;

## IN FAVOUR OF

**SUSHMA SHETTY (PAN NO. BHOPS2683F, ADHAR NO. 7257 7340 7315)** aged about 41 years, D/o. B. Jithendra Shetty, residing at Salvadi, Kundapura, Kalavara, Udupi-576222. (hereinafter called the **PURCHASER** of the other part (the terms the Purchaser wherever the context admits shall mean and include his/her/thier heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas, the agricultural landed property bearing Sy No. 220 measuring an extent of 3 Acres 36 guntas situated at Sindhuvalli Village, Jayapura Hobli, Mysore Taluk was originally acquired by Sri. S. Harish by virtue of Partition Deed and the revenue khata of the said property was transferred in favour of Sri. S. Harish at the revenue authorities of Mysore Taluk.

Whereas the said property was purchased by Sri. K. Parashivamurthy on 28-11-2005 from Sri. S. Harish and others and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-14085/2005-06 of Book I stored at C.D No. MYND 65 and the revenue khata of the said property was transferred in favour of Sri. K. Parashivamurthy at the revenue authorities of Mysore Taluk.

Whereas the said property was purchased by Sri. D. Krishna on 08-05-2006 from Sri. K. Parashivamurthy and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-03319/2006-07 of Book I stored at C.D No. MYND 89 and the revenue khata of the said property was transferred in favour of Sri. D. Krishna at the revenue authorities of Mysore Taluk.

The said agricultural property was alienated from agricultural to non-agricultural residential purpose as per the application submitted by the Sri. D. Krishna on 27-07-2006. The Tahshildar of Mysore Taluk has given report vide letter No. ALN (2)CR.136/06-07 dated 23-09-2006. Based on the report, the concerned authorities have given direction to pay Rs. 1,27,415/- as Alienation charges and Rs. 55/- as podi fee. As per the directions, Sri. D. Krishna has remitted the said sum through Challan No. 18 dated 28-02-2007. Based on the above grounds, The Deputy Commissioner of Mysore, Mysore District, by Order No. ALN(2)C.R. 149/2006-07 dated 17-03-2007 have granted permission to Sri. D. Krishna to use the land for forming residential layout with certain conditions like providing roads, underground drainage, water line, electricity line, etc.,

Out of which the property measuring 8603 Sq.mtrs alienated undeveloped property was jointly purchased by the vendors Sri. T.M. Chandrashekar and Smt. Latha Chandan on 05-06-2008 from Sri. D.Krishna and the sale deed registered in office of the Sub-registrar, Mysore North, Mysore as document No. MYN-1-**02559**/2008-09 of Book I stored at C.D No. MYND 172.

Whereas the vendors Sri. T.M. Chandrashekar and Smt. Latha Chandan executed G.P.A in favour of Sri. D. Krishna on 18-10-2014 and the G.P.A duly registered in office of the Sub-registrar, Mysore West, Mysore as document No. MYW-4-**00268/**2014-15 of Book IV stored at CD No. MYWD 35 dated 18-10-2014 for develop the said property and Sri. D. Krishna has submitted layout plan to the Director of Country and Town Planning Authority, Mysore Division and the office of the Director of Country and Town Planning Authority have given approval for layout plan and developed the said lands into residential sites as per the approved layout plan and Sri. T.M. Chandrashekar and Smt. Latha Chandan was jointly registered the Khata in respect of **Site bearing No. 755/220/28** at Administrative limits of **Sindhuvalli** Grama Panchayathi and obtained Namune-9 & Namune-11A from **Sindhuvalli** Grama Panchayathi and the vendor paid upto date site tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession of the property and the said property is self acquired property of the vendor. Thus the vendor is enjoying the same peacefully without litigations whatsoever.

And the schedule property is the self acquired property of the vendor/G.P.A Holder and got absolute right to alienate the schedule property as he likes. Now the vendor is in the actual physical possession of the property. Thus the vendor/G.P.A Holder is enjoying the same peacefully without litigations whatsoever.

Whereas the vendor/G.P.A Holder is willing to sell the schedule mentioned property to the Purchaser and the Purchaser are willing to purchase the property for a valuable consideration of **Rs. 8,10,000/- (Rs. Eight Lakh Ten Thousand only).**

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

Whereas the Vendor in the presence of witnesses has received as an advance of **Rs. 1,00,000/- (Rs. One Lakh Only)** by way of Online Transfer vide Transaction Ref No. **100511404251** dated **05-01-2021.**

The Vendor hereby agrees to receive the balance Sale consideration of **Rs. 7,10,000/- (Rs. Seven lakh Ten Thousand Only)** from the purchaser at the time of registration of the Sale Deed.

The transaction shall be completed on or before **01 (One) month** from this date of this agreement. Within this stipulated period the vendor/G.P.A Holder produce all the relevant documents pertaining to the schedule property.

The Vendor shall make out and convey a good marketable and subsisting title in regard to the schedule property to the Purchaser. The Vendor shall pay all the rates, taxes and cesses with respect of the schedule property upto date of sale.

The schedule property shall be free from all encumbrances, 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, 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 hereby agrees to execute and register a proper sale deed in favour of the purchaser. The Vendor shall put the Purchaser in possession of the Schedule Property on the date of execution of the Sale Deed.

All the expenses relating to the execution of the Sale Deed shall be borne by the Purchaser. The Vendor shall hand over all the original documents pertaining to the Schedule Property on the execution of the sale deed.

The Vendor shall keep the purchaser fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against her, by reason of any defect in or want of title in respect of the Schedule Property on the part of the Vendor.

The Vendor hereby agree that for a period commencing from date of the 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.

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 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 the Property bearing **Site No. 28, in “Sri Rajarajeshwari Enclave”,** measuring **East to** **West: 15.00 Mtrs** & **North to South: 9.00 Mtrs,** carved out of residential converted land bearing Sy No. 220 measuring an extent of 3 Acres 36 guntas situated at Sindhuvalli Village, Jayapura Hobli, Mysore Taluk within Jurisdiction of **Sindhuvalli Grama Panchayath,** Vide **Unique No. 152200420119020375, Property No. 755/220/28** and bounded as follows :-

East by : Site No.35,

West by : Road,

North by : Site No.27,

South by : Site No. 29.

Measuring **East to** **West: 15.00 Mtrs** & **North to South: 9.00 Mtrs in all measuring 135.00 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**

(G.P.A Holder)

**2)**

#### PURCHASER