AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 05th day of March Two Thousand and Twenty Two **(05-03-2022)** by -----

1. **SRI.S.JAGANNATH SETTY,**

Aged about 67 years,S/o.Late.Sri.B.SubbaiahSetty.

1. **SMT.J.YASHODAMMA,**

Aged about 61 years, W/o.Sri.S.JagannathSetty.

1. **SRI.B.J.MANU**,

Aged about 34 years, S/o.Sri.S.JagannathSetty.

1. **SRI.B.J.VIKRAM**

Aged about 32 years, S/o.Sri.S.JagannathSetty.

All are residing at No.15/76, 2nd Floor, East Anjaneya Temple Street,

Near Puliyogare Point, Basavanagudi, Bangalore-560004

1. **KUM.M.D.MAMATHA**,

Aged about 44 Years,

D/o.Sri.M.N.Devaiah,

Residingat 68/1, 10th B Main,4th Cross, 1st Block, Jayanagar,

Bangalore-560011

2 to 5 are represented by their GPA holder

**Sri. S. JAGANNATH SETTY,**

Aged about 67 years, S/o.Late.Sri.B.SubbaiahSetty.

Adhar No.7284 4698 8638 Here in after known 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

**SMT. PAVITHRA. L (AADHAAR NO. 9768 5988 2359),** aged about 35 years, W/o. Sri. V.S.Shashikumar, residing at Hosavaranchi Village, Hunsur Taluk, Varanchi or Gurupura, Mysore-571105. Hereinafter called the “**PURCHASER”** of the other part (the terms the Purchaser wherever the context admits shall mean and includes his/her heirs, representatives, administrators, executors and assigns) witnesseth as follows:-

Whereas, the Vendor is the absolute owner and in possession of residential property bearing **Site No. 35,** **“Om Sai Enclave”** layout situated at Kergalli Village adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District. Khatha No.MUDA/KHATA/22782/18-19, Dated: 27-07-2018.As per site / layout plan approved by the Town Planning Authority of MUDA, Mysore, and dated: 08-12-2015. Layout **“Om Sai Enclave”** developed jointly including Survey Nos.55/5, 55/6,55/7,55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 total measuring 4 Acre 39 Guntas and 05 guntas kharab land. Whereas **Site No.35** measuring **East to West : 12.19 meter, North to South : 9.14 meter, totally measuring 111.42 Square meter (1199 sqft)** 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 **VENDORS** is the absolute owner and in peaceful possession of residential vacant **Site No. 35** Khatha No: ªÉÄÊ.£À.¥Áæ/SÁvÁ-new-**43721/21-22**, Dated: 08-12-2021, as per the Layout plan approved by the Town Planning Authority of MUDA, Mysore,in the new Layout called as **“OM SAI ENCALVE”** Converted Survey No:55/5, 55/6,55/7,55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 totally measuring 4 Acre 39 Guntasand 05 guntaskharab land situated at Kergalli Village adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District,measuring **East to West : 12.19 meter, North to South : 9.14 meter, totally measuring 111.42 Square meter (1199 sqft)** hereafter referred to as the **SCHEDULE PROPERTY**.

Whereas the schedule property is one among the other properties which are jointly included in the new Layout called “**OM SAI ENCLAVE**” as detailed below:

WhereasSy.No.55/5 originally belongs to Sri.Chikkamallappa who executed registered sale deed in favour of Sri.Basaiah and Sri.Dyavegowda, Vide Doc.No.2395/1953-54, Book-I, Volume1994, Pages 238 to 242, dated 21.07.1953 in the office of the Sub-registrar Mysore. Whereas Sri.BasaveGowda and his children Basavaiah, Devaiah and Gowramma entered into the unregistered panchayathparikath for their joint family properties in the year 1993, under which Smt.Gowramma was allotted the Old Sy.No.55, new Sy.No.55/5 measuring to an extent of 14 Guntas as her respective share and was put in peaceful possession. Whereas Smt.Gowramma executed registered sale deed infavour of Sri.M.N.Devaiah vide document No.1340/1999-2000, Book-I, CD No.MYWD1806, Pages 9 to 12, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.M.N.Devaiah executed registered sale deed in favour of Sri.B.J.Vikram, document No.10897/2013-14, Book-I, CD NO.MYWD24, dated 13.03.2014 in the office of the Sub-registrar, Mysore West.

Whereas Sy.No.55/6 originally belongs to Sri.Basappa who executed the registered sale deed in favourSmt.T.R.Nagarathna, vide document No.1472/1999-2000, Book-I, Volume 1808, Pages 8 to 10, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. An extent 14 guntas. Later on Smt.T.R.Nagarathna executed registered sale deed in favour of the Smt.J.Yashodamma, vide document No.20631/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North.

Whereas Sy.No.55/7 originally belongs to Smt.Gayathri who executed the registered sale deed in favourSmt.Yashodamma, vide document No.1303/1999-2000, Book-I, Volume 1802, Pages 175 to 178, dated 02.06.1999 in the office of the Sub-registrar, Mysore North, in respect of Sy.No.55/7 measuring to an extent of 2 Guntas.

Whereas Sy.No.55/8 originally belongs to Sri.Lingappa who executed the registered sale deed in favourSri.T.R.Ravishankar, vide document No.1473/1999-2000, Book-I, Volume 1809, Pages 31 to 33, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.T.R.Ravishankar executed registered sale deed in favour of the Smt.J.Yashodamma, vide document No.20638/2011-12, Book-I, CD No. MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/8 measuring to an extent of 14 Guntas.

Whereas Sy.No.55/9 originally belongs to Smt.Yashoda who executed the registered sale deed in favourSri.P.Narashimhalu, vide document No.1281/1999-2000, Book-I, Volume 1795, Pages 202 to 204, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.P.Narashimhalu executed registered sale deed in favour of Sri.B.J.Manu, vide document No.20636/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/9 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).215/2001-02, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/10 originally belongs to Sri.B.Papanna who executed the registered sale deed in favourSri.K.Chandrashekar, vide document No.1338/1999-2000, Book-I, Volume 1806, Pages 4 to 8, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. Sri.K.Chandrashekar executed registered sale deed in favour of the Sri.B.J.Vikram, vide document No.20642/2011-12, Book-I, CD No.MYND302, dated 19.12.2011 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/10 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).213 and 218/2001-02, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/11 originally belongs to Sri.D.Devanna and Basavegowda who executed the registered sale deed in favourSmt.M.D.Mamatha, vide document No.1341 /1999-2000, Book-I, Volume 1795, Pages 229 to 231, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. In respect of Sy.No.55/11 measuring to an extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).211/2002-03, dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/12 originally belongs to Sri.Papanna and others who executed the registered sale deed in favourSmt.J.Yashodamma, vide document No.1282/1999-2000, Book-I, Volume 1796, Pages 186 to 188, dated 02.06.1999 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/12 measuring to an extent of 14 Guntas. The said Sy Nos.55/6,55/7,55/8, 55/12 property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1)217; 219; 216 & 214/2001-02, all dated 02.07.2002/18.08.2004.

Whereas Sy.No.55/13 originally belongs to Sri. Lingappa and Others, who executed the registered sale deed in favourSmt. Savithri, vide document No.1288/1999-2000, Book-I, Volume 1796, Pages 189 to 191, dated 02.06.1999 in the office of the Sub-registrar, Mysore North. An extent of 14 Guntas. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN (1).212/2002-03, dated:03.07.2002/18.8.2004, later Smt. Savithri executed registered sale deed in favour Sri. B.J.Manu, vide document No.11460/2013-14 of Book-I, C.D.No.MYWD-26 dated 27-3-2014 in the office of the Sub-registrar, Mysore West.

Whereas Sy.No.55/14 originally belongs to Sri.Basavaiah&Sri.DevaiahGwho executed the registered sale deed in favourSri.S.JagannathSetty, vide document No.1277/1999-2000, Book-I, Volume 1795, Pages 199 to 201, dated 02.06.1999 in the office of the Sub-registrar, Mysore North measuring to an extent of 2 Acre 05 Guntas excluding 5 Guntas of Kharab Land. The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide No.ALN(1)210/2001-02, dated 02.07.2002/18.08.2004 and Sri.S.JagannathSetty, who executed the registered Gift deed in favour his son Sri.B.J.Manu, vide document No.13953/2006-07, Book-I, Cd No. MYND106 dated 09.08.2006 in the office of the Sub-registrar, Mysore North an extent of 1 Acre.The said property was alienated from agricultural purpose to non-agricultural residential purpose, vide Conversion order No.ALN(1)210/2001-02, dated 02.02.2002/18.08.2004 and Sri.S.JagannathSetty who executed the registered Gift deed in favour his son Sri.B.J.Vikram, vide document No.13957/2006-07, Book-I, Cd No.MYND106 dated 09.08.2006 in the office of the Sub-registrar, Mysore North in respect of Sy.No.55/14 measuring to an extent of 1 Acre, vide Conversion order No.ALN(1)210/2001-02, dated 01.07.2002/18.08.2004.

Whereas the Town Planning Authority of MUDA, Mysore have given orders to the above proposed layout dated 29-12-2005 and 26.12.2006 developed the layout as per directions and guidelines of MUDA., and also obtained modified layout plan on 8-12-2015 (57/2015-16) and obtained C.D.Report from MUDA., on 18-4-2017 total sites of 23 and khatha has been released by MUDA, dated:27-7-2018 and paid property tax to MUDA, whereas the **VENDORS** have got all the rights to alienate/sell the property individually and to form layout as per the approved plan.

Thus the vendor is enjoying the same peacefully without litigations whatsoever.

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 a sum of **Rs.32,00,000/- (Rupees Thirty Two Lakh only)** in the following manner:-

1. **A sum Rs.3,00,000/- (Rupees Three Lakh Only)** to the Vendor by way of Cheque No **\_\_\_\_\_\_\_\_\_ dated \_\_\_\_\_\_\_\_\_\_**drawn on \_\_\_\_\_\_\_\_\_\_Bank, \_\_\_\_\_\_\_\_Branch\_\_\_\_\_\_\_\_\_\_as an advance.

The balance sale Consideration of **Rs.29,00,000/- (Rupees Twenty Nine Lakh only)** will be paid by the purchaser to the vendor at the time of registration of this Sale Deed.

Both the parties have agreed to register the property in concerned authority by paying the stamp and fees for the schedule property within **45 (Forty Five) days** from the date of this Sale Agreement.

The vendor will 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.

SCHEDULE

All that piece and parcel of residential property bearing **Site No. 35,** **“Om Sai Enclave”** layout situated at Kergalli Village adjacent to Dattagalli, Jayapura Hobli, Mysore Taluk, Mysore District. Khatha No.MUDA/KHATA/22782/18-19, Dated: 27-07-2018.As per site / layout plan approved by the Town Planning Authority of MUDA, Mysore, and dated: 08-12-2015. Layout **“Om Sai Enclave”** developed jointly including Survey Nos.55/5, 55/6,55/7,55/8, 55/9, 55/10, 55/11, 55/12, 55/13 and 55/14 total measuring 4 Acre 39 Guntas and 05 guntas kharab land. Whereas **Site No.35.** measuring **East to West : 12.19 meter, North to South : 9.14 meter, totally measuring 111.42 Square meter (1199 sqft)** andbounded by**:-**

### East by : Road,

### West by : Site No.44

### North by : Site No. 34

### South by : Site No. 36.

**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**

**(GPA HOLDER)**

**2)**

**PURCHASER**