AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 15th day of September Two Thousand and Twenty Two **(15-09-2022)** by -----

**SMT. DHANYATHA SHARATH** (PAN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ADHAR NO. 2382 0021 4345)**,** aged about 39 years, W/o. Sri. Sharath Chandra.S residing at Flat No. B-106, Foundation Silver Springs Apartment, 1st Floor, B Block, KRS Road, Opposite to Government School, Hootagalli, Mysore. 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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (PAN No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ADHAR NO. \_\_\_\_\_\_\_\_\_\_\_\_)**,** aged about \_\_\_\_ years, \_\_/o. Sri. \_\_\_\_\_\_\_\_\_\_\_ residing at Flat No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. 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.** **20**, carved out of converted land bearing Sy. No. 1/5 an extent of 5-00 Acres, Sy.No. 12/5 an extent of 2-11 Guntas, Sy.No. 12/6 an extent of 2-10 Guntas & Sy.No. 11/2 an extent of 4-00 Acres totally an extent of 13 Acres 21 Guntas land, alienated vide orders of Deputy Commissioner, Mysore District, vide order bearing ALN(3) CR121/2009-10, and ALN(3) CR120/2009-10 dated 14-09-2009 converted from agricultural purpose to residential purpose land and layout formed there in and layout plan has been approved by MUDA, Mysore vide its order dated 05-02-2015 bearing No. 94/2014-15 and the sites formed according to the plan approved by MUDA dated 22-11-2012 from JILLA EMPLYOEES HOUSE BUILDING CO-OPERATIVE SOCIETY, MYSORE situated at Yadahalli Village, Jayapura Hobli, Mysore Taluk, Mysore

District measuring **East to West : 18.00 Mtrs, North to South : 12.00 Mtrs Totally measuring 216.00 Sq.Mtrs.** hereinafter referred to as the **“scheduled property”.** The vendor holds marketable title & possession of the scheduled property.

Whereas, Basically the scheduled property was allotted to Smt. Uma Shivananda from Mysore Jilla Employees House Building Co-Operative Society on 07-01-2019, and the Sale Deed has been registered at the office of the Sub-Registrar Mysore West Mysore as document No. MYW-1-**00241**/2019-20 of Book I stored at MYWD-181 dated **10-04-2019** and the vendor has got possession certificate on 07-09-2019 and the Smt. Uma Shivananda has got registered the khata in her favour by MUDA on **27-06-2019** vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-**27908**/19-20. And paid upto date tax to the concerned authorities. Thereafter Smt. Uma Shivananda gifted the schedule property for her Daughter Smt. Dhanyatha Sharath via Gift Deed and same has been registered in the office of the Sub-Registrar Mysore West Mysore as document No. MYW-1-**03334**/2021-22 of Book I stored at MYWD-750 dated **02-08-2021** and Smt. Dhanyatha Sharath has got registered the khata in her favour by MUDA on 04-02-2022 vide No. ªÉÄÊ.£À.¥Áæ/SÁ.ªÀ-new-**49230**/21-22. And paid upto date tax to the concerned authorities. And Smt. Uma Shivananda has got NOC from the above said Society on 24-12-2020.

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.60,00,000/- (Rupees Sixty Lakh only)**

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

Whereas the Purchaser has paid an Advance amount of **Rs.2,00,000/- (Rupees Two Lakh only)** to the Vendor in the following manner as an advance.

1. A sum **Rs.2,00,000/- (Rupees Two Lakh Only)** by way ofCheque No. **\_\_\_\_\_\_** dated **\_\_\_\_\_\_\_\_\_\_\_\_** drawn on **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_Branch.**

The balance sale Consideration of **Rs.58,00,000/- (Rupees Fifty Eight 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 **30 (Thirty) 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 OF THE PROPERTY

All that piece and parcel of residential property **Site No.** **20**, carved out of converted land bearing Sy. No. 1/5 an extent of 5-00 Acres, Sy.No. 12/5 an extent of 2-11 Guntas, Sy.No. 12/6 an extent of 2-10 Guntas & Sy.No. 11/2 an extent of 4-00 Acres totally an extent of 13 Acres 21 Guntas land, alienated vide orders of Deputy Commissioner, Mysore District, vide order bearing ALN(3) CR121/2009-10, and ALN(3) CR120/2009-10 dated 14-09-2009 converted from agricultural purpose to residential purpose land and layout formed there in and layout plan has been approved by MUDA, Mysore vide its order dated 05-02-2015 bearing No. 94/2014-15 and the sites formed according to the plan approved by MUDA dated 22-11-2012 from JILLA EMPLYOEES HOUSE BUILDING CO-OPERATIVE SOCIETY, MYSORE situated at Yadahalli Village, Jayapura Hobli, Mysore Taluk, Mysore District measuring **East to West : 18.00 Mtrs, North to South : 12.00 Mtrs Totally measuring 216.00 Sq.Mtrs** andbounded by**:-**

### East by : Site No. 23

### West by : 9.00 Mtrs Road

### North by : Site No. 19

### South by : Site No.21.

**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)**

(Smt. Dhanyatha Sharath)

**VENDOR**

**2)**

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

(PURCHASER)