AGREEMENT OF SALE

This Agreement of sale is made and executed on this the 29th day of October Two Thousand and Twenty **(29-10-2020)** by -----

**SMT. SUJATHA VASUDEVA** aged about 58 years, W/o. Sri. Vasudeva.V, residing at No. 1167, 3rd Cross, Lalithadri Road, Kuvempunagar, Mysore-5670023. 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

**SRI. HEMANTH KUMAR S** aged about 33 years, S/o. Shivanne Gowda.K.S, residing at No. 127, 1st C Cross, Niveditha Nagar, Mysore-570022, 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. 33** measuring **East to West : 12.00 mtrs., North to South : 9.00 mtrs. Totally measuring 108.00 Sq.Mtrs.,** carved out of the residentially converted land bearing survey number 41/4, (0 Acres 20 Guntas), 44 (4 Acres 27 Guntas), 40/4B, (0 Acres 09 Guntas), 41/3C (0 Acres 22 Guntas), 43 (2 Acres 13 Guntas) & 41/4 (0 Acres 20 Guntas), in all measuring 9 Acres 27 Guntas situated at Madagalli Village, Yelwala Hobli, Mysore Taluk duly converted by the Deputy Commissioner, Mysore vide No. ALN(1)CR24/2009-2010dated 20-07-2009Morefully described in the schedule hereunder written and hereinafter called the **“schedule property”.** The vendor holds marketable title & possession of the schedule property.

Whereas, the schedule site was purchased by the vendor from M/s. Gravity-9 builders and consultants, Developer and Confirming Party represented by Sri.Dhananjaya Basavaraju via Sale Deed on **21-02-2014** and same has been registered in the office of the Sub-Registrar, Mysore West, Mysore as document No. **MYW-1-10228/2013-14** of Book I stored at C.D.No. **MYWD-23**. The khata of the schedule property registered in favour of the vendor at Mysore Urban Development Authority on 27-05-2014 vide No. 228, of Book 5 at page No. 06. and the vendor paid upto date tax to the concerned authorities and kept the property free from all encumbrances. Now the vendor is in the actual physical possession and enjoyment of the said property. The schedule property is self acquired property of the vendor.

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.30,50,000/- (Rupees Thirty Lakh Fifty Thousand only).**

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

Whereas the Purchaser has paid a sum of **Rs.30,50,000/- (Rupees Thirty Lakh Fifty Thousand only)** in the following manner:-

1. **A sum Rs.5,00,000/- (Rupees Five Lakh Only)** to the Vendor by way of Cheque bearing No **274478** dated **16-07-2020** drawn on **ICICI Bank,** Kalidasa Road Branch, V.V.Mohalla, Mysore,
2. **A sum Rs.11,00,000/- (Rupees Eleven Lakh Only)** to the Vendor by way of Cash as an advance.

The balance sale Consideration of **Rs.14,50,000/- (Rupees Fourteen Lakh Fifty Thousand 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

All that piece and parcel of residential property bearing **Site No. 33** measuring **East to West : 12.00 mtrs., North to South : 9.00 mtrs. Totally measuring 108.00 Sq.Mtrs.,** carved out of the residentially converted land bearing survey number 41/4, (0 Acres 20 Guntas), 44 (4 Acres 27 Guntas), 40/4B, (0 Acres 09 Guntas), 41/3C (0 Acres 22 Guntas), 43 (2 Acres 13 Guntas) & 41/4 (0 Acres 20 Guntas), in all measuring 9 Acres 27 Guntas situated at Madagalli Village, Yelwala Hobli, Mysore Taluk duly converted by the Deputy Commissioner, Mysore vide No. ALN(1)CR24/2009-2010dated 20-07-2009 andbounded by**:-**

### East by : Site No.28,

### West by : Road,

### North by : Site No.34,

### South by : Site No. 32.

**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