AGREEMENT OF SALE

(WITHOUT POSSESSION)

This Agreement of sale is made and executed on this the 22nd day of June Two Thousand and Twenty Two **(22-06-2022)** by -----

**SRI. RAMANATHAN GIRISH (AADHAAR NO. 7029 2899 2445),** aged about 57 years, S/o. Late. Ramanathan, residing at “GITANJALI” , No. 1 ‘A’, No. 35, Samruddhi Grace Apartments, Viviani Road, Richard Town Post, Bangalore-560 005. Here in after known as the **“Vendor”** (which expression unless repugnant to the context means and includes his/her heirs, assigns successors and representatives in interest: of the one part)

## IN FAVOUR OF

**SMT. NIRMALA. N. R (AADHAAR NO. 5431 9415 0730),** aged about 44 years, W/o. Rajesh.N.P , residing at No. 61, 1st Floor, 1st Cross, S.K.Garden Main Road, Wahab Garden, Bangalore North, Benson Town, Bangalore-560046. Here in after known as 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. 73** measuring **East to West : 18.00 mtrs., (59.04) Feet, North to South : 12.00 mtrs. (39.36 Feet) Totally measuring 216.00 Sq.Mtrs., (2324 Sqare Feet)** in the layout known as **“HIGHLANDS”** carved out of Sy. No. 54/3 an extent of 1 Acres 0-02 Guntas and Sy. No. 54/4 an extent of 1 Acres 0-02 Guntas, and Sy. No. 54/1 an extent of 4 Acres 0-08 Guntas, Sy. No. 55/3 an extent of 0-31 ½ Guntas situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk, Mysuru District Morefully described in the schedule here under 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 Sri. Ramanaathan Girish from Sri. Kaverappa.K.C represented by his GPA Holder Sri. Himanshu Gupta, AND M/s. ISHYA PROPERTIES represented by its authorized signatory Sri. Himanshu Gupta as a Developer/Confirming Party via Sale Deed on **06-03-2014** and same has been registered in the office of the Sub-Registrar, Mysore West, Mysore as document No. **MYW-1-10529-2013-14** of Book I stored at C.D.No.**MYWD24**. The khata of the schedule property registered in favour of the vendor at Mysore Urban Development Authority vide No. **MY.NA.PRA/KHA.THA-2887/15-16**. 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. 14,06,000/- (Rupees Fourteen Lakhs Six Thousand Only).**

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

Whereas the Purchaser has paid a sum of **Rs.7,50,000/- (Rupees Seven Lakh Fifty Thousand Only)** to the Vendor by way of RTGS ref No. **FDRLR52022062000829526** dated **20-06-2022** as an advance.

The balance sale Consideration of **Rs.6,56,000/- (Rupees Six Lakhs Fifty Six 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 **12 (Twelve) Months** 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 is the developer of the said layout he has confirmed that the development will be completed in 12 months and the sale deed will be executed after the development which is promised by the Vendor to the purchaser.

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 confirms that the schedule property is free from the all litigations and incase of anything arising would be settled by the vendor with his own cost and expenses so that the purchaser of this deed enjoys peaceful possession of the schedule property.

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 ‘A’ PROPERTY

(Total property in the First Phase of the residential layout known as HIGHLANDS)

ITEM NO.1(a)

All that piece and parcel of residential converted land bearing Sy. No. 54/3, measuring 1 Acres 02 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and bounded as follows:-

### East by : Remaining part of

### land bearing Sy.No.54

### West by : Railway Line

### North by : Remaining part of

### land bearing Sy.No.54

South by : Mehna Farm land bearing Sy.No. 53

ITEM NO.1 (b)

All that piece and parcel of residential converted land bearing Sy. No. 54/4, measuring 1 Acres 02 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and bounded as follows:-

### East by : Land bearing Sy.No. 55/1

### West by : Remaining part of

### land bearing Sy.No.54

### North by : Remaining part of

### land bearing Sy.No.54

South by : Mehna Farm land bearing Sy.No. 53

ITEM NO.2

All that piece and parcel of residential converted land bearing Sy. No. 54/1, measuring 4 Acres 08 Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and bounded as follows:-

### East by : Land bearing Sy.No. 55/1

### West by : Railway Line

### North by : Land bearing Sy.No.56

### South by : Remaining part of

### land bearing Sy.No.54

ITEM NO.3

All that piece and parcel of residential converted land bearing Sy. No. 55/3, measuring 31 ½ Guntas, situated at Dadadahalli Village, Jayapura Hobli, Mysore Taluk and bounded as follows:-

### East by : Road

### West by : Land bearing Sy.No.54

### North by : Land bearing Sy.No.55/2

### South by : Remaining part of

### land bearing Sy.No.55/1

SCHEDULE ‘B’ PROPERTY

(Plot/Site conveyed to the purchaser under this deed in the First Phase of the Residential Layout known as HIGHLANDS)

All that piece and parcel of **Site bearing No. 73,** situated on the Schedule ‘A’ property measuring **East to West : 18.00 mtrs., (59.04) Feet, North to South : 12.00 mtrs. (39.36 Feet) Totally measuring 216.00 Sq.Mtrs., (2324 Sqare Feet)** and bounded by:-

### East by : Private Property

### West by : Road,

### North by : Site No.74

### South by : Site No.72

### **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)**

(SRI. RAMANATHAN GIRISH)

**VENDOR**

**2)**

(SMT. NIRMALA. N. R)

PURCHASER