**SALE AGREEMENT**

This Agreement of Sale has been made on Twenty Seventh Day of October Two Thousand Twenty Two **(27-10-2022)**

# Sri. SHIVSHANKAR GANGADHAR DUDHALE ALIAS SHIVSHANKAR DUDHALE, S/o. Sri.Gangadhar Dudhale, aged about 50 years, residing at No. 44/A/404, “Ameesh CHS”, Near Tilak Nagar Police Station, Chemburu, Tilak Nagar, Mumbai-400089. (AADHAAR No.3494 9796 2818)(PAN No.AISPD6976G) Hereinafter called the FIRST PARTY (VENDOR).

**AND**

**SRI. LOHITH KUMAR S** (**PAN No. DOQPS5398G, AADHAAR NO. 6187 4164 8895**)aged about 37 years,S/o. Sri. A.Swamy, residing at No. 266, Muda Employees Layout, Opp to Desi Lingeshwara Temple, KEB Circle, Dattagalli, Mysore-570022.Hereinafter called the **SECOND PARTY (PURCHASER).**

**WHEREAS,** M/s. Janani Developers and Builders represented by its Partners Sri.B.K.Bharath Kumar Jain, Sri.Dilip Jain, Sri. Deepak Kumar.B, Sri.Jeethendra Kumar Ranka, Sri.M. Goutham chand and Sri.Shivshankar Gangadhar Dudhale, alias Shivshankar Dudhale, the First Party (VENDOR)herein acquired alienated land bearing survey no.65/1 measuring 2 Acres 20 Guntas and survey no.65/2 measuring 1 Acre 22 Guntas totally measuring 4 Acres 2 Guntas, situated at Kergalli Village, Jayapura Hobli, Mysuru Taluk which is more fully described in the schedule part from ENSO Realtors Private Limited represented by its Director Sri.Surendra Das under registered sale deed dated 13-02-2017 and the said sale deed has been registered in the Office of Sub-registrar Mysuru West at Book-1, C.D.No.MYWD-79 and registered as documentNo.MYW-1-09143-2016-17.

**WHEREAS,** the Vendor along with M/s.Janani Developers and Builders represented by its Partners Sri.B.K.Bharath Kumar Jain, Sri.Dilip Jain, Sri.Deepak Kumar.B, Sri.Jeethendra Kumar Ranka, Sri.M. Goutham chand have obtained sanction for approval of layout plan in the meeting held by MUDA on 20.11.2018 under resolution No.**MY.NA.PRA.SABHE:02/2018-19** at subject No.95.

That being the owner in possession of the aforesaid land a Registered Partition Deed dated 29-08-2019 by and between M/s.Janani Developers and Builders represented by its Partners Sri.B.K.Bharath Kumar Jain, Sri.Dilip Jain, Sri.Deepak Kumar.B, Sri.Jeethendra Kumar Ranka, Sri.M. Goutham chand and Sri. Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale and the same have been duly registered as document No.MYW-1-05548-2019-20 stored at C.D.No.MYWD284 of Book-1 registered in the office of the Sub Registrar, Mysuru West, Mysuru. That in the said Partition Deed the alienated land bearing survey no.65/1 measuring 2 Acres 20 Guntas and survey no.65/2 measuring 1 Acre 22 Guntas totally measuring 4 Acres 2 Guntas, situated at Kergalli Village, Jayapura Hobli, Mysuru Taluk has been allotted to the share of Sri.Shivshankar Gangadhar Dudhale Alias Shivshankar Dudhale and the said First Party (VENDOR) Sri.Shivshankar Gangadhar Dudhale alias Shivshankar Dhudale become the absolute owner of the schedule property.

**WHEREAS,** Sri. Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale relinquished his right over the space left for road, park and other common amenities in favor of Governor, Government of Karnataka represented by Commissioner, MUDA, Mysuru by executing relinquishment deed, which is registered before Additional District Registrar, MUDA, Mysuru and registered as document no. MDA-1-00870-2019-20, stored in C.D.no.MDAD-226 of Book-1, dated 03-10-2019. Sri.Shivshankar Gangadhar Dudhale alias Shivshankar Dhudale obtained approved layout plan by The Town Planning Authority of MUDA, Mysuru vide order no. **MY.NA.PRA/NA.YO/V.NA/ 38/2019-20,** dated 24-10-2019 for formation of the residential sites on the above land. The Vendor formed sites on the above said alienated land and he is in possession and enjoyment same as absolute owner.

That, the Site Khata was issued by the office of the Mysuru Urban Development Authority, MUDA, Mysuru in the name of the Vendor.

**That the VENDOR,** Sri.Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale has offered to sell the **Site No.11** for the sale consideration of **Rs.26,00,000/- (Rupees Twenty Six Lakhs Only)** for his legal necessity, the Purchaser is agreed to purchase the **site No.11** for the said amount. Hence both the parties agreed to following terms:

# Now this agreement of sale witnesses as hereunder:

1. That the First Party agrees to sell the **Site No. 11** for the sale consideration of **Rs.26,00,000/- (Rupees Twenty Six Lakhs Only)** and Second Party agrees to purchase the same for the said amount.
2. A sum of **Rs.1,00,000/-(Rupees One Lakh Only)** through NEFT with Ref number **22909013368478** dated **17-10-2022** in favor of Sri. Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale the Vendor,
3. A sum of **Rs.7,00,000/-(Rupees Seven Lakh Only)** through Cheque number **307075** drawn on ICICI Bank in favor of Sri. Shivshankar Gangadhar Dudhale alias Shivshankar Dudhale the Vendor,
4. The First party and the Second Party have fixed **40** **(Forty)** days time to complete the sale transaction from the date of this sale agreement.
5. The Second Party agree to pay the balance sale consideration of **Rs.18,00,000/- (Rupees Eighteen Lakhs Only)** at the time of registration of sale deed. The First Party agreed to execute sale deed in favor of Second Party or in favor of any person Second Party desires to be executed, by receiving balance sale consideration.
6. The First Party assures the Second Parties that the schedule property is free from encumbrances, decree, and any attachments.
7. The First Party agrees to pay all the amounts due to revenue department or any other authorities.
8. Both parties have right to file suit for specific performance of contract if any one failed to perform his part of contract.
9. That the First Party agree to deliver, actual physical possession of property free from all encumbrances to the Second Parties at the time of registration of sale deed.
10. The First Party agrees to deliver all original documents of title to the Second Party on the date of registration of sale deed.
11. The Second Party agrees to bear all the registration expenses that occurred at the time of registration of sale deed.
12. The First Party agrees to pay the amount due to any Government or any other statutory bodies in the form of taxes, fees or cess up to date.
13. The First Party assures the Second Party that he has absolute ownership over the schedule properties and no other persons have right or claim over the same.

# SCHEDULE

The **Site No.11** carved out of residentially converted lands bearing Survey no.65/1 measuring 2 Acres 20 Guntas and Survey no.65/2 measuring 1 Acre 22 Guntas totally measuring 4 Acres 2 Guntas, situated at Kergalli Village, Jayapura Hobli, Mysuru Taluk and the layout Known as **“GOLDEN SPRINGS”** measuring East to West **9.00 Meters**, North to South **16.76 Meters** totally measuring **150.84 Square Meters** and bounded on:

East by : Site no. 10

West by : Site no. 12

North by : Road

South by : Private Land

Both the parties have gone through this sale agreement and affixed the signature before the witnesses on the above mentioned date.

# Witness:

**First Party**

# (SHIVSHANKAR GANGADHAR DUDHALE ALIAS

# SHIVSHANKAR DUDHALE)

**Second Party**

(**SRI. LOHITH KUMAR S )**