**AGREEMENT FOR SALE**

THIS AGREEMENT OF SALE MADE AND EXECUTED ON THIS, THE THIRD DAY OF MARCH TWO THOUSAND AND TWENTY TWO (**29-03-2022)** AT BANGALORE

**BETWEEN**

1. **Mr. AFZAL BASHA**Aged 55 Years  
   S/o. Late Adam Basha  
   PAN No: AMJPB1426C

Aadhar No: 5157 3943 6179

1. **Mrs. HUMERA BANU**

Aged 45 Years  
W/o. Afzal Basha   
PAN No: ABQPH6006G

Aadhar No: 5612 3016 3748

Both residing at No.5, 1st Floor,

2nd ‘A’ Street, Old Cementry Road Cross,

Tasker Town, Shivajinagar, Bangalore – 560051

Hereinafter called First Party of the First Part or FIRST PARTY

Hereinafter referred to as ”**VENDORS”** (which expression unless repugnant to the context shall mean and include his legal heirs, representatives, administrators, executors, successors, assigns, etc.,) of the FIRST PART.

**AND**

1. **Mr. ISMAIL KHAN**

Aged about 36 years

S/o I K Iftakar Ahmed Khan

Aadhar No: 4564 6647 6802

1. **Mrs. FARHEEN SULTANA**

Aged 30 Years  
W/o. Ismail Khan

Aadhar No: 2567 7686 2727

Both Residing at No.19,

7th Cross, Lalbagh Fort Road,

Dodda Mavalli, Basavanagudi,

Bangalore – 560004

Hereinafter called Second Party of the Second Part or SECOND PARTY.

Hereinafter referred to as ”**PURCHASERS”** (which expression unless repugnant to the context shall mean and include his legal heirs, representatives, administrators, executors, successors, assigns, etc.,) of the SECOND PART.

1. WHEREAS the **VENDORS** herein is the absolute owner by title and in possession and enjoyment of the piece and parcel of immovable Residential property bearing Municipal Corporation No.47, sitiuated at 2nd Cross, Ramaiah Layout, New BBMP Ward No.29, Kacharakanahalli, Bangalore, (Formerly being Site Bearing No.64, Assesment No.52/2-64, situated at Kacharakanahalli Village, Kasaba Hobli, Bangalore North Taluk, Bangalore) along with all the appurtenances whether underneath the soil or above the surface. Allotted PID No.89-38-47.
2. WHEREAS, **AFZAL BASHA** and **HUMERA BANU** purchased the property from Smt. **PHILOMEENA .J**, vide Registered Sale Deed bearing No.HBB-1-01675-2020-21, C.D No. HBBD672, dated 18-11-2020, in the Sub Registrar of Hebbala, Gandhinagara, Bangalore.
3. AND WHEREAS, the **VENDORS** are in lawful possession and enjoyment of the Schedule Property free from interference from any person. The **VENDORS** has paid the Assessment thereof and **VENDORS** has been holding and enjoying the above Schedule Property as their absolute property. The **VENDORS** have presently put up a construction of a building consisting of three floors in this Schedule Property.
4. AND WHEREAS, the **VENDORS** are in uninterrupted peaceful possession, enjoyment, exercising all acts or dominion and ownership in and over the SCHEDULE PROPERTY.
5. AND WHEREAS, the **VENDORS** are willing to sell the Schedule Property to the **PURCHASERS** herein i.e., Mr.ISMAIL KHAN and SMT. FARHEEN SULTANA, in order to mobilize funds, to meet some of his urgent commitments and for the legal necessity. Hence the **VENDORS** has offered to sell the SCHEDULE PROPERTY to the **PURCHASERS** for sale consideration amount of **Rs.76,00,000/-** **(Rupees Seventy Six Lakhs Only).**

**NOW THIS AGREEMENT OF SALE WITNESSTH AS FOLLOWS:**

1. That in pursuance of the foregoing agreement and in consideration thereof the **PURCHASERS** has a paid a sum of **Rs. 10,000/-** **(Rupees Ten Thousand only/-)** towards the advance cum part sale consideration amount by way of cheques bearing No. “173419” and “173420” from Citibank, M. G. Road, Bangalore-560001 to the VENDORSnamely **AFZAL BASHA** and **HUMERA BANU.**
2. The **PURCHASERS** shall pay the sale consideration amount of **Rs. 75,90,000/-** (Rupees Seventy Five Lakhs and Ninety Thousand Only) at the time of executing and registering of Absolute Sale Deed.
3. It is agreed that the **PURCHASERS** shall purchase the property subjected to bank loan approval and disbursement. The Purchasers shall apply for the bank loan within one week of execution of this agreement. That the sale shall be completed within **TWO WEEKS** from the date the bank approves the loan.

1. The **VENDORS** have obtained the Khata in their name in respect of the Schedule property and remitted the taxes to the BBMP.
2. Further the **VENDORS** also assures the **PURCHASERS** that the schedule property as a whole is not subject to any litigation, court
3. That the **VENDORS** covenants with the **PURCHASERS** that they will execute the Registered Sale Deed of the Schedule Property either in favor of the **PURCHASERS** and/or his nominees, assignees wherever called for.
4. That the **VENDORS** assures the **PURCHASERS** that they have not entered in to any other sale agreement with respect to the Schedule property in favor of any third party as on today and they shall not enter into any such agreement during the subsistence of this agreement.
5. That in case if the **VENDORS** failed to comply with his obligation cast on him under this agreement and failed to register the sale deed of the schedule property in favor of the **PURCHASERS,** in spite of the **PURCHASERS** being ready with balance sale consideration amount and willing to perform his part of obligation then the **PURCHASERS** is entitled for specific performance of this Agreement.
6. The Agreement of Sale being executed in this document is **without Possession**. The **VENDORS** hereby assures that they will handover and deliver the vacant possession at the time of Registration of Sale Deed.
7. The **VENDORS** hereby assures to deliver all the original documents, title deeds, up to date encumbrance certificate and a letter to get the Khata of the Schedule Property transferred in to the name of the **PURCHASERS** at the time of registration of property.

1. That the **PURCHASERS** shall bear the expenses towards stamp duty, registration, legal fees and other incidental expenses for getting the registered sale deed of the schedule property.

**“SCHEDULE PROPERTY”**

All that piece and parcel of immovable Residential property bearing Municipal Corporation No.47, sitiuated at 2nd Cross, Ramaiah Layout, New BBMP Ward No.29, Kacharakanahalli, Bangalore, (Formerly being Site Bearing No.64, Assesment No.52/2-64, situated at Kacharakanahalli Village, Kasaba Hobli, Bangalore North Taluk, Bangalore) along with all the appurtenances whether underneath the soil or above the surface. Allotted PID No.89-38-47.

Measuring:

On the Eastern Side : 36 feet 03 Inches;

On the Western Side : 35 feet 06 Inches;

On the Northern Side : 22 feet 06 Inches;

On the Southern Side : 23 feet 03 Inches;

Bounded on;

**East by**: Site bearing No.65

**West by**: Site bearing No.63

**North by**: Private Property

**South by**: Road

Totally measuring **820 Sq.ft**. and a builtup construction of building consisting of three floors of RCC roofing and Vetrified Tiles flooring and with basic Amenities.

IN WITNESS WHEREOF THE **VENDORS** AND THE **PURCHASERS** HERETO HAVE SIGNED THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST HEREIN ABOVE MENTIONED.

**WITNESSES**

1. **VENDORS**

(**AFZAL BASHA)**

**(HUMERA BANU)**

1. **PURCHASERS**

(**ISMAIL KHAN**)

(**FARHEEN SULTANA**)