## SALE AGREEMENT

THIS AGREEMENT OF SALE is made and executed on this 12<sup>th</sup> day of FEBRUARY 2020 (12-02-2020), between:

Mr. A.VEERABHADRAN, Aged about 43 years, Son of Sri. Ananthanarayanan, Residing at Venus, No.795, 2<sup>nd</sup> Floor, 9<sup>th</sup> A Main Road, Indiranagar, Bangalore-560 038.

Hereinafter called as the "VENDOR" of the First Part;

# **AND IN FAVOUR OF:**

Mr. SANJAYA KUMAR
C/o. Sanjay Kumar,
No.10, 2<sup>nd</sup> Floor, Mahaveer Bhawan
2<sup>nd</sup> Cross, Mariya Street,
Mariyannapalya, Near Kensri School,
Bangalore North H.A Farm,
Bengaluru, Karnataka-560 024.

Hereinafter called as the "PURCHASER" of the Second Part

Whereas the terms and VENDOR, and PURCHASER wherever the context admits and permits shall mean and include their legal representative, heirs and administrators, successors and assigns etc.

Whereas the Vendor i.e. Mr. A.VEERABHADRAN is the absolute owner in possession and enjoyment of the Residentially converted Site bearing No.35, Khatha No.129/35, formed out of Survey No.97/2, of NAGAVARA VILLAGE, Kasaba Hobli, Bangalore North Taluk, and measuring East to West: 30 feet and North to South: 40 feet and totally measuring about 1200 Sq. Ft which is more fully described in the schedule hereunder and hereinafter called as SCHEDULE PROPERTY.

Whereas the Vendor Mr. A.VEERABHADRAN is absolute owner of the property acquire from SMT. VANAJAKASHI, Represent by her registered General Power of Attorney Holder Mr. Tejraj Gulecha, Managing Partner M/s. Pooja builders and M/s. Embassy Constructions and developments private limited rep. authorized signatory Mr. Narpat Singh Choraria (CONFIRMING PARTY) executed the registered Deed of Absolute Sale dated: 25-01-2005, Book-I, regd. Doc. No.BLN-1-46643-2004-05, Stored in

CD No. BLND112, office of the registered Bangalore North Taluk, Bangalore. Ever since the Vendor herein after enjoying the Schedule property have been in peaceful possession and enjoyment and exercising all the rights as owner, and the revenue document pertaining to the Schedule property stands in the name of Vendor herein.

WHEREAS the Vendor requires funds to meet his family needs and also to acquire some other property and hence he is desirous to dispose of the Schedule Property for a sale consideration amount of Rs. 61,20,000/-(Rupees Sixty One Lakhs Twenty Thousand Only) and searching for the prospective purchaser for sale of the Schedule Property.

# TERMS AND CONDITIONS OF THE AGREEMENT OR AS FOLLOWS:

The Vendor and Purchaser herein have agreed that Sale Price total sale consideration is Rs. 61,20,000/- (Rupees Sixty One Lakhs Twenty Thousand Only) as follows:-

- The Purchaser herein have paid Advance sum of Rs. 5,00,000/-(Rupees Five Lakhs Only) to the Vendor by way of Cash in the below mentioned witnesses.
- 2. The Vendor shall agree that, the purchaser is at liberty to deduct this amount in the balance sale consideration amount and the remaining balance Rs. 56,20,000/- (Rupees Fifty Six Lakhs Twenty Thousand Only), WITHIN 3 (Three) Months will pay to the Vendor at the time of registration.
- 3. The Vendor shall produce all the document of title in support of their marketable title over the schedule property. The vendor shall produce the entire revenue document in their names and up to date tax Paid receipt.
- 4. The Vendor also gives an assurance as to non-existence of easementary or any other kind of rights or claims directly or indirectly and the property is free from any encumbrances, charges and mortgages and the same is not subject matter of any Bank attachment for acquisition proceedings and the Vendor is the absolute owner and in possession and enjoyment and competent to enter into this agreement and effective sale of the Schedule property.
- 5. Today, the Vendor shall give the Xerox copies of the schedule property and other relevant documents are handed over to the Purchaser and the vendor is agreeing that at the time of registration he will hand over the original documents and vacant possession of the schedule property to the Purchaser.
- 6. Both the parties have agreed that they are registering the schedule property as per market valuation of the sale deed. The purchaser shall alone be responsible to meet the documentation charges, viz, purchase of requisite stamp papers to meet registration charges.

- 8. The Vendor shall execute the sale deeds after the receiving the balance sale consideration to the name of the purchaser or any persons whom the purchaser nominates.
- 10. The Vendor shall be bound to sign and give all such application, declarations petitions, affidavits if any required under the law to the concerned authorities for the purpose of changing the documents and deliver of the schedule property only after the receipt of entire sale consideration and not earlier.
  - In case if the vendor is fail to execute the sale deed in favour of purchaser/s within stipulated period, then the vendor shall agree through legally court concerned after the registration.
  - 2. In case if the purchaser is not register the schedule property within stipulated period from the vendor, the vendor is agree through legally court concerned.
  - 3. The Vendor shall be bound to sign and give all such application, declarations petitions, affidavits if any required under the law to the concerned authorities for the purpose of changing the documents and deliver of the schedule property only after the receipt of entire sale consideration and not earlier.
  - 4. The Vendors assure the Purchaser that she will sign all the papers as required under law in order to get the transfer of records, that may be required by Purchaser from time to time in the name of Purchaser and to enjoy the same thereof.
  - 5. The Vendors assure the Purchaser that she will provide water, electricity (BESCOM) and sewages (BWSSB) facilities to the layout in which the schedule property is herein situated.

## Require the document

- a. Encumbrance Certificate: 1.04.2004 to till date.
- b. Khatha in the name of A.VEERABHADRAN
- c. 2019-2020 property Tax Receipt in the name of A.VEERABHADRAN
- d. Vacant possession in time of registration
- e. All link attached documents in the above said property.

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## SCHEDULE 'A' PROPERTY

All that piece and parcel of the Residentially converted Land being Survey No.97/2, of Nagavara Village, Kasaba Hobli, Bangalore North Taluk, measuring 1 Acres 17 Guntas of Land and converted to Non-Agricultural Residential purposes, Old official memorandum bearing No. B.DIS.ALN.SR(N) 139/92-93, dated 21.11.92, presently bearing Official memorandum vide Official memorandum bearing No. ALN(N) CR:1:2000-01, dated: 16/12/2000 issued by the Deputy Commissioner, Bangalore District.

#### Bounded as follows :-

East by

Raja Kaluve,

West by

Kaluve

North by

Varadappa's Property

South by

Kaluve.

## SCHEDULE 'B' PROPERTY

All that piece and parcel of Residentially Converted Site bearing No.35, Khatha No.129/35, formed out of Survey No.97/2, of NAGAVARA VILLAGE, Kasaba Hobli, Bangalore North Taluk, Measuring

East to West

30 feet

North to South

40 feet

Totally measuring:

1200 Sa. Ft.

#### Bounded as follows :-

East by

Site No.34

West by North by Site No.36

Site No.29

South by Road.

IN WITNESS WHEREOF, the parties have affixed their signatures to this Agreement to Sale on this day, month and year first above written.

#### WITNESSES:

(A.VEERABHADRAN) VENDOR

(SANJAYA KUMAR) PURCHASER