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BET 12635

# AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made and executed on this the Sixteenth day of February Two Thousand Twenty Four (16.02.2024) at Bangalore.

# 1. SRI.MANJESH KUMAR.S

S/o M.Shiyanna Aged about 44 years Aadhar no- 5796 3046 2678

## 2. SMT.DIVYASHREE. M

W/o Manjesh Kumar.S Aged about 32 years Aadhar no - 2909 0417 9352

### 3. KUM.KHUSHI,M

D/o Manjesh Kumar.S Aged about 13 years Aadhar no 2179 4987 0792

### 4. MR.VAIBHAV GOWDA,M

S/o Manjesh Kumar.S Aged about 09 years Aadhar no 8484 3963 9116 (SI no 3 &4 being minors are represented by their natural guardian Father Manjesh Kumar.s)

All above are residing at 106, Kanakapura Main Road, Bolare Post, Bangalore - 560082 Karnataka.

Hereinafter referred to as the VENDORS/OWNERS (which expression shall unless excluded by or repugnant to the context deem to include their heirs, legal representatives, administrators, executors, assignees, etc.,) of ONE PART.

S. Mayull

For M/s. ASPIRE REAL

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Dinjoshree M

Partner

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Department of Stamps and Registration

ಪ್ರಮಾಣ ಪತ್ರ

1957 ರ ಕರ್ನಾಟಕ ಮುದ್ರಾಂಕ ಕಾಯ್ಮೆಯ ಕಲಂ 10ಎ ಅಡಿಯಲ್ಲಿಯ ಪ್ರಮಾಣ ಪತ್ರ

M/S ASPIRE REAL represented by its partner SMT. ROHINI S BAGEWADI is Rep. by Smt .ROHINI S BAGEWADI ಇವರು ₹3,63,600.00 ರೂಪಾಯಿಗಳನ್ನು ನಿಗದಿತ ಮುದ್ರಾಂಕ ಶುಲ್ಕವಾಗಿ ಪಾವತಿಸಿರುವುದನ್ನು ದೃಢೀಕರಿಸಲಾಗಿದೆ.

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ಪ್ರಕಾರ	ಮೊತ್ತ (ರೂ.)	ಹಣದ ಪಾವತಿಯ ವಿವರ	
E-Payment	20,000.00	Online Challan Reference Number RG02240000066906125	
E-Payment	3,43,600.00	Online Challan Reference Number RG0224000006690612 Dated:15/02/2024	
Total:	3,63,600.00		
200			

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Sub-registrar JAYANAGAR(J.P.Nagar)

BANGALORE

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AND

#### M/S ASPIRE REAL

A registered partnership Firm having its office at No 157, HASTIN NEST, Vittal Nagar Society, ISRO Karnataka -560078 represented by its partners BAGEWADI and SMT.ZULEKHA KHANUMPAN: AALFM93858

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Hereinafter referred to as the PURCHASER (which expression shall unless excluded by or repugnant to the context deem to include its legal representatives, administrators, executors, Partners, assignees, etc.,) of OTHER PART.

- 01. WHEREAS the terms-VENDORS & PURCHASER wherever the context so admits shall mean and include their respective heirs, legal representatives, partners, administrators and assigns.
- 02. WHEREAS the vendors are the absolute owners of immovable converted property bearing portion of Survey no 2 (old Survey no 2/3) measuring 2 Acres 09 Guntas and 13/7 measuring 02 Guntas situated at Ravagodiu Village Uttarahalli Hobli, Bangalore south Taluk which is more fully described in the schedule hereunder and hereinafter referred to as the Item no 1 and 2 SCHEDULE PROPERTY respectively and collectively referred to as "SCHEDULE PROPERTY"
- 03. WHEREAS Survey no 2/1 measuring 2 Acres 09 Guntas and Sy no 13/7 measuring 02 Guntas of Ravagodlu Village Uttarahalli Hobli, Bangalore south Taluk measuring and along with other survey numbers was allotted to Smt.Sharadamma vide registered family partition deed registered as document no KEN-1-26071-2004-05 stored in CD no KEND100 dated 08-10-2004. Subsequently there was one more partition executed among the family members of Smt.Sharadamma 2/1 measuring 2 Acres 09 Guntas and 13/7 measuring 02 Guntas along with other properties was allotted to Sri Manjesh Kumar. Sthe Vendor

For M/s. ASPIRE REAL

Page | 2

Partner

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ದಸ್ತಾವೇಜು ಸಂಖ್ಯೆ :- JPN-1-12635-2023-24

ಜೆಪಿ ನಗರ ಉಪ ನೋಂದಣಿ ಕಚೇರಿಯಲ್ಲಿ ದಿನಾಂಕ 16/02/2024 ರಂದ್ರು 10:36:15 ಗಂಟೆಗೆ ಈ ಕೆಳಗ ವಿವರಿಸಿದ ಶುಲ್ಕದೊಂದಿಗೆ

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1	ನೋಂದಣಿ ಶುಲ್ಕ	200.00
2	ಸೇವಾ ಶುಲ್ಕ	770.00
3	ಒಪ್ಪಿಗೆ ಶುಲ್ಕ	100.00
4	ಹೆಚ್ಕುವರಿ ನೋಂದಣಿ ಶುಲ್ಕ	300.00
	ಒಟ್ಟು	1,370.00

M/S ASPIRE REAL represented by its partner SMT. ROHINI S BAGEWADI is Rep. by Smt ROHINI S BAGEWADI ಇವರಿಂದ ಹಾಜರು ಮಾಡಲ್ಪಟ್ಟಿದೆ.

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S ASPIRE REAL represented by its partner SMT. ROHINI S BAGEWADI is Rep. by Smt .ROHINI S BAGEWADI, , 52, Resident of: , No 157, HASTIN NEST, Vittal Nagar Society, ISRO Layout, Bengaluru, , Bengaluru South, BENGALURU URBAN, KARNATAKA - 560078 (Presenter)		Left Thumb	D 25 121 3C

ದಸ್ತಾವೇಜು ಬರೆದುಕೊಟ್ಟಿರುವುದುಂಟೆಂದು ಒಪ್ಪಿಕೊಂಡಿರುತ್ತಾರೆ

ಕ್ರಮ ಸಂಖ್ಯೆ	ಹೆಸರು	ಫೋಟೋ	ಹೆಬ್ಬೆಟ್ಟಿನ ಗುರುತು	ಸಹಿ
1	M/S ASPIRE REAL represented by its partner SMT. ROHINI S BAGEWADI is Rep. by Smt .ROHINI S BAGEWADI, , 52, Resident of: , No 157, HASTIN NEST, Vittal Nagar Society, ISRO Layout, Bengaluru, , Bengaluru South, BENGALURU URBAN, KARNATAKA - 560078 (Claimant)	Sub-		Pul
<u> </u>		JAYANAC MA Q	V \ ~~ ~ ~ ~	

no-1 herein vide registered family partition deeds document no JPN-1-01842-2007-08 stored in CD nd 07-2007.

- 04. WHEREAS since from the date of partition the vendors uninterrupted peaceful possession of the same by paying concerned authority thus the vendors became the absolute owners of the schedule property as discussed in the above manner.
- 05. WHEREAS the vendor has applied for phodi for the portion of land in survey no 2/1 allotted to his share the phodi was done and the authorities have allotted a new no 2/3 for the land measuring 2 acre 09 guntas.
- 06. WHEREAS the concerned has clubbed sub numbers of Survey no 2 vide its order no RRT/AC/T-01/16-17 dated 5/10/2016 has collectively allotted new number as survey no 2. The total extent of present sy no 2 is 3 acre 17 guntas.
- 07. Whereas the first party has represented that they have initiated for bifurcation of the item no 1 of schedule property and get a separate number for the same and the sale deed shall be executed after the separate:number is allotted for item no 1 of the schedule property. The one year time shall be extended if the bifurcation is delayed.
- 08. WHEREAS The vendor no 1 have entered into unregistered sale agreement dated 09/08/2016 with K.N.Lakshmi Devi W/o Chandrappa. Due to unavoidable circumstances the agreement holder was unable to register the schedule property in her name. The vendor no1 and consenting party herein have arrived at a settlement, hence has given her consent to execute the sale agreement in favour of the purchaser

For M/s. ASPIRE REAL

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2	M/S ASPIRE REAL represented by its partner SMT. ZULEKHA KHANUM is Rep. by Smt ZULEKHA KHANUM, , 49, Resident of: , No 157, HASTIN NEST, Vittal Nagar Society, ISRO Layout, Bengalura, , Bengalura South, BENGALURU URBAN, KARNATAKA - 560078 (Claimant)		Left Thumb	pul dies	
.3	Sri .MANJESH KUMAR .S S/o M. Shivanna, . 44, Resident of: , No. 106, Kanakapura Main Road, Bolare Post, , Bengahuru South, BENGALURU URBAN, KARNATAKA - 560082 (Executant)		Left Thumb	S. Forest	
4	Smt .DIVYASHREE. M W/o Manjesh Kumar. S, , 32, Resident of: , No. 106, Kanakapura Main Road, Bolare Post, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560082 (Executant)		Left Thumb	Sylphure M	
. 5	Kumari .KHUSHI. M D/o.  Manjesh Kumar. S being minors are represented by her natural guardian Father Manjesh Kumar. S is rep. by minor guardian Sri .Manjesh Kumar. S C/o ., , 13, Resident of: , No. 106, Kanakapura Main Road, Bolare Post, , Bengaluru South, BENGALURU URBAN, KARNATAKA - 560082 (Executant)		Left Thumb	S. S	
6	Kumara .VAIBHAV GOWDA. M S/o. Manjesh Kumar. S minor represented by his natural guardian Father Manjesh Kumar. S. is rep. by minor guardian Sri .Manjesh Kumar. S C/o ., , 9, Resident of: , No. 106, Kanakapura Main Road, Bolare Post, Bengaluru South, BENGALURU URBAN, KARNATAKA - 560082 (Executant)		Left Thumb	Sign	E(6)
7	Mrs .Lakshmidevi (Consenting witness) W/o Chandrappa, , 43, Resident of: , kanakapura main Road Kaggalipura A Block , Kaggalipura Bangalore, Bengaluru South, BENGAYURU URBAN, KARNATAKA - \$60082 (Executant)		Left Thumb	Jet Milber	

Kaveri Online Services

JAYANAGAR(J.P.Nagar) BANGALORE herein. For the better title the (agreement holder) the herein is signing as consenting witness to this agreer

09. Whereas the agreement holder smt Lakshmide 1,00,00,000/- (Indian Rupees One Crore Only) at the life of the unregistered sale agreement dated 09/08/2016 to vendor no herein. The vendor no 1 and the consenting party herein have arrived at a settlement wherein the vendor no 1 shall pay a sum of INR.3,00,00,000/- (Three Crore Only) the settlement arrived by both the parties is as follows;

- a. A sum of INR 1,15,00,000/- (Indian Rupees One Crore Fifteen Lakh Only) shall be paid through this agreement.
- b. Remaining INR 1,85,00,000/- (Indian Rupees One Crore Eighty Five Lakh Only) shall be paid at the time of execution of sale deed.

It is agreed among the parties that upon payment of the agreed amount the consenting witness shall not have any right title interest over the schedule property.

- 10. WHEREAS as being a kartha of the family the vendor no 1 along other VENDORS herein have approached the purchaser herein for the sale of the entire schedule property for a total sale consideration of INR. 7,27,20,000/- (Indian Rupees Seven Crore Twenty Seven Lakh Twenty Thousand Only) by making the representations:
- That the first party are the absolute owners in peaceful possession and (i) enjoyment of the Schedule Property and has got valid right, title and interest over the Schedule Property.
- That the title to the Schedule Property is good, marketable and (ii)

For M/s. ASPIRE REAL

**Partner** 

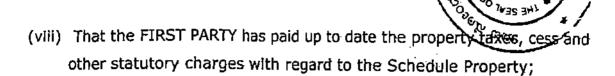
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(vii) That the FIRST PARTY are competent to vest clear in marketable title in the Purchaser and/or their ndigi with the terms of this Agreement.



- That the Schedule Property Is free from all encumbrances, (ix) attachments, court orders, charges, leases, mortgages and other third party claims, lien. acquisition/requisition proceedings, whatsoever or unpaid purchase monies; and there are no impediments whatsoever in fact or under any law that may prevent the Vendors from executing this Agreement or in subsequently implementing the terms of this Agreement, and If any such impediment arises in future, the vendors will at their own cost remove/cure the same within a 15 days' time from the date of such issue brought to the notice of the vendors failing which the purchaser shall cure the same at the cost of the Vendors and deduct the same from the sale proceedings.
- That the First Party has not been served or have been notified of any (x) acquisition or requisition of the Schedule Property or portions thereof from any Government, statutory or other authorities, Instrumentality or agencies of the State.
- That the first party shall not sell, mortgage or enter into any (ix) understanding with any third party other than the second party's assignees nominees if any, the second party shall have the first charge on the Schedule property.

For M/s. ASPIRE REAL

Partner

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11. WHEREAS by believing the words/promises and actifications representations of the Vendor herein, the Purchas purchase the Schedule Property for the total sale consideration 7,27,20,000/- (Indian Rupees Seven Crore Twenty Seven Twenty Thousand Only) subject to the terms and conditions contained in this Agreement of Sale. The parties being desirous of reducing their terms and conditions of sale have this day entered into this Agreement of Sale.

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

In furtherance of the consensus-ad-idem reached to between the parties the VENDOR has agreed to sell and the PURCHASER have agreed to purchase the schedule property.

- 1. In consideration of their promise to purchase the schedule property the PURCHASER has paid the advance sale consideration INR. 3,63,60,000/- (Indian Rupees Three Crore Sixty Three Lakh Sixty Thousand Only)in favour of the VENDOR and consenting party herein in the following manner:
  - a) A sum of INR. 86,80,000/- (Indian Rupees Eighty Six Lakhs Eighty Thousand Only) vide Cheque bearing No.000009, drawn on HDFC Bank, Kumaraswamy Layout Branch, in favour of MANJESH KUMAR.S
  - b) A sum of INR. 86,80,000/- (Indian Rupees Eighty Six Lakhs Eighty Thousand Only) vide Cheque bearing No.000010, drawn on HDFC Bank, Kumaraswamy Layout Branch, in favour of MANJESH KUMAR.S

For M/s. ASPIRE REAL

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c) A sum of INR. 37,50,000/- (Indian Rupees Thirty Thousand Only) vide Cheque bearing No.000011, drawn on Hi Bank, Kumaraswamy Layout Branch , in favour of DIVYASHREE\_M

- d) A sum of INR. 37,50,000/- (Indian Rupees Thirty Seven Lakhs Fifty Thousand Only) vide Cheque bearing No.000012, drawn on HDFC Bank, Kumaraswamy Layout Branch , in favour of DIVYASHREE. M
- e) A sum of INR. 57,50,000/- (Indian Rupees Fifty Seven Lakhs Fifty Thousand Only) vide Cheque bearing No.000013, drawn on HDFC Bank, Kumaraswamy Layout Branch, in favour of LAKSHMI DEVI (Consenting witness)
- f) A sum of INR. 57,50,000/- (Indian Rupees Fifty Seven Lakhs Fifty Thousand Only) vide Cheque bearing No.000014, drawn on HDFC Bank, Kumaraswamy Layout Branch, in favour of LAKSHMI DEVI (Consenting witness)

Upon the collective request of the vendors the above payment is made in the above arrangement. The receipt of which the VENDORS herein and hereby acknowledges as having received the above payments by signing this agreement of sale in presence of the witnesses attesting herein as advance sale consideration. The remaining sale consideration shall be paid on or before execution of the sale deed.

2. The VENDORS hereby undertakes to furnish all other necessary documents to the Purchaser herein and make good any defect in title and further discharge any encumbrance that may be noticed or investigated by the PURCHASER within 15(Fifteen) days from the date of such notice

For M/s. ASPIRE REAL

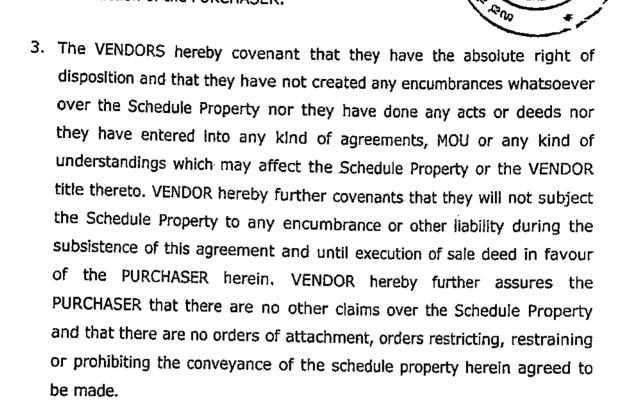
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Partner

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or request or demand as the case may be from the p make out a clear marketable title to the Schedu satisfaction of the PURCHASER.



- 4. The first party represents that the schedule property is not acquired by any authority nor attached to any department, That the FIRST PARTY/OWNER has not received any notice of attachment from any court of law or tribunal or authority or departments in respect of the Schedule Property.
- 5. The VENDORS herein represent that the first party shall not enter into the agreement, understandings or shall execute General Power Of Attorney (GPA)/Special Power Of Attorney (SPA) in favour of any third party other than the purchaser herein.
- 6. The VENDORS hereby covenant that first party will deliver vacant possession of the Schedule Property to the custody of the PURCHASER to

For M/s. ASPIRE REAL

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have and hold the same forever as its absolute oxyg execution and registration of the Sale Deed in favour their nominees assignees as рег the purchaser/second party.

- 7. The VENDORS assure the PURCHASER that the Schedule Property is free from all kinds of litigation, and that no suits, litigation, actions, disputes, are pending before all or any courts or Authorities/Departments over the
- 8. The VENDORS hereby further assure the PURCHASER that no others except the VENDORS have any right, title or interest whatsoever over the Schedule Property. The VENDORS hereby represent and assures the PURCHASER that first party or any person/s claiming under will not subject the Schedule Property to any encumbrance, peril, whatsoever during the subsistence of this agreement and till conveyance of the Schedule Property in favour of the PURCHASER and/or its nominee/s partners,
- 9. The VENDORS represent that They will execute sale deed in favour of the PURCHASER herein or their nominees, representatives authorised representatives as and when demanded by the second party.
- 10. The VENDORS hereby represent to the PURCHASER that they have paid all revenue and other out goings in respect of the Schedule Property and they will continue to pay the same for the Schedule Property till execution of the sale deed in favour of the PURCHASER.

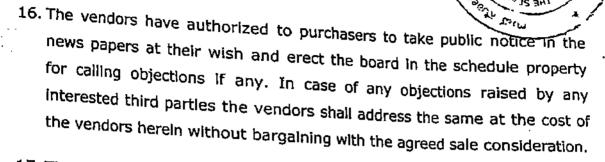
For M/s. ASPIRE REAL

Partner

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S. Mareull Diposhee.M S. Mareull S. Mareull

15. Whereas the second party has paid the amounts as persons to the satisfaction of the first party, no additional amount demanded from the second party.



- 17. The parties have mutually agreed that the sale deed shall be executed by the first party in favour of the purchaser second party or their representatives' assignees as and when demanded by the first party however the same shall be done within one year from the date of execution of this agreement subject to payment of the agreed sale consideration. Whereas if the developer fails to register the schedule property within one year from the date of execution of this agreement the vendor shall refund the amounts paid by the purchaser herein by deduction 15 percent of the advance amount.
- 18. The vendor purchaser has furnished copies of all the available documents.
- 19. Vendors confirm that they have executed this document with free will and without any force or coercion.
- 20. Both parties reserve the right to file specific performance in the appropriate courts.
- 21. The Stamp Duty and Registration charges shall be borne by the Purchasers.

S. Majoull Digoshree.M S. Majoull S. Majoull

For M/s. ASPIRE REAL

Partner

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#### SCHEDULE PROPERTY

Item no 1:

All that piece and parcel of converted property Land Survey No. ALN(\$, 6)/5.R 2/3) converted vide official memorandum

Dated: 25-04-2017 measuring 2 Acres 09 Guntas or 9004-26

meters, situated at Ravagodiu Village Uttarahalli Hobli, Bangalore South

Taluk and bounded as follows:

: Survey No. 13 Land (Thimmarayanna & Ramanna's property) East by

: Survey No.1 (Gramathana and Obalaih's property) West by

: Survey No. 3 (Thagadappa, Shankarappa & Channappa's property) North by

: Survey No.2/2,2/1 and Road (Remaining portion of same Survey South by

number)

## Item no 2

All that piece and parcel of converted Land bearing Survey no 13/7 converted vide official memorandum No. ALN(S.U)/S.R/47/16-17 Dated: 02 Guntas or 202.34 square situated at 25-04-2017 measuring Ravagodlu Village Uttarahalli Hobli, Bangalore south Taluk and bounded as follows;

: Survey No. 13/5 Land (Deshanna@Devanna's property) East by

: Survey No. 2/3 Land (Vendors property) West by

: Survey No. 13/6 Land (Betta Thimmaiah's property) North by

: Survey No. 13/5 Land (Deshanna@Devanna's property) South by

For M/s. ASPIRE REAL

S. Majeuls S. Majeuls S. Majeuls Partnér

PAGE OF DOCUMENT No. 6. 26.3.5 2023/1 IN WITNESS WHEREOF, the parties to this indenture respective signatures on the day, month and year first Consenting witness SMT.Lakshmidevi Aged about 43 years W/o Chandrappa Residing at kanakapura main Road Lathingur Kaggalipura A Block, Kaggalipura Bangalore South Taluk Aadhar card no 44147476 7048 WITNESS S. Meyen 15 1. MIROL

M.F. Delvi #1288, ConvideNopa Vally Tarala Village Bilore - 82

MANJESH KUMAR.S DIVYASHREE. M

S. Majory

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KHUSHI,M

VAIBHAV GOWDA.M

(Minors are represented by their natural guardian Father Manjesh Kumar.s) (VENDORS)

For M/s. ASPIRE REAL

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Hizh, 10th D Coross

11th Main Mahalasanipuran

Blook-86.

SMT ROHINESn BAGEWADI

For M/s. ASPIRE REAL

SMT.ZULEKHAKHANUM M/S ASPIRE REAL

(PURCHASER)

Chandrashe

Advocate

CV LEGAL

125,6th cross,

Royal Lake Front Residency Phase 3 South

J.P.Nagar , Bangalore-560108