

### **AGREEMENT OF SALE**

THIS AGREEMENT OF SALE is made and executed on this the ..... day of ..... Two Thousand Seventeen (XX/XX/XXXX) at Bengaluru.

#### **BETWEEN:**

**1. M/s. K.N.S. INFRASTRUCTURE PVT. LTD.**

A Company incorporated under the provisions  
Of the Companies Act, having its registered  
Office at No.1125/12, 1<sup>st</sup> Floor, Service Road,  
Hampinagar, Vijayanagar 2<sup>nd</sup> Stage,  
Bengaluru – 560 104.  
(PAN No.AADCK2086J)

REPRESENTED BY ITS MANAGING DIRECTOR,  
Mr. K.N. Surendra.

**2. Mr. K.N. BOREGOWDA**

Aged about 49 years  
S/o. Nagu,  
R/at No.1013/A, 4<sup>th</sup> Cross,  
11<sup>th</sup> Main, Hampinagar, Vijayanagar,  
Bengaluru-560 104.  
(PAN No.AEDPN4237M)

(Hereinafter called as the **VENDORS**, which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-office, assigns, etc. of the FIRST PART.

#### **AND**

.....  
.....  
.....  
.....  
.....

(Hereinafter called the **PURCHASER**, which term shall wherever the context so applies shall include his respective legal heirs respectively, Assigns, Successors, Executors, Administrators, Heirs and Legal Representatives of the **OTHER PART**)

1. WHEREAS, the VENDORS are absolute owners in peaceful possession and enjoyment of the Converted land bearing Sy.Nos.16/5, 17/1, 17/9, 18 & 17/10, totally measuring 05 Acres 15 Guntas all are situated at Muddaianapalya Village, Tavarekere Hobli, Bengaluru South Taluk, Bengaluru, which are more fully described in the schedule hereunder and hereinafter referred to as **"SCHEDULE "A" PROPERTY"**. Whereas the Schedule "A" Property is acquired by the Vendors herein through the registered Sale Deeds are mentioned below:-
  - a. WHEREAS, Land bearing Sy.No.16/5, measuring 01 Acre 17 Guntas was originally belongs to one Sri. A. Cheluvaiah & others, who got converted from Agricultural to non-agricultural residential purpose vide Conversion Order dated:18.04.2011, bearing No.A.L.N(S.T)SR:179/10-11, issued by Special Deputy Commissioner, Bengaluru District, Bengaluru. Thereafter the said Sri. A. Cheluvaiah & others has sold the above said land in favour of Vendor No.1 herein through Registered Sale Deed dated:07.02.2015, registered as document No.RRN-1-05710/2014-15, stored at C.D.No.RRND152 of Book-I, registered in the office of Sub-Registrar, Jayanagara (Rajarajeswarinagar), Bengaluru.
  - b. WHEREAS, Land bearing Sy.No.17/1, measuring 01 Acre 04 Guntas was originally belongs to one Sri. A. Cheluvaiah & others, who got converted from Agricultural to non-agricultural residential purpose vide Conversion Order dated:22.02.2012, bearing No.A.L.N(S.T)SR:91/11-12, issued by The Deputy Commissioner, Bengaluru District, Bengaluru. Thereafter the said Sri. A. Cheluvaiah & others has sold the above said land in favour of Vendor No.1 herein through Registered Sale Deed dated:07.02.2015, registered as document No.RRN-1-05709/2014-15, stored at C.D.No.RRND152 of Book-I, registered in the office of Sub-Registrar, Jayanagara (Rajarajeswarinagar), Bengaluru.
  - c. WHEREAS, Land bearing Sy.No.17/9, measuring 01 Acre 12½ Guntas was originally belongs to one Sri. A. Cheluvaiah & others, who got converted from Agricultural to non-agricultural residential purpose vide Conversion Order dated:30.05.2014, bearing No.A.L.N(S.T)SR:35/12-13, issued by The Deputy Commissioner, Bengaluru District, Bengaluru. Thereafter the said Sri. A. Cheluvaiah & others has sold the above said land in favour of Vendor No.1 herein through Registered Sale Deed dated:07.02.2015, registered as document No.RRN-1-05706/2014-15, stored at C.D.No.RRND152 of Book-I, registered in the office of Sub-Registrar, Jayanagara (Rajarajeswarinagar), Bengaluru.

- d. WHEREAS, Land bearing Sy.No.18, measuring 25 Guntas was originally belongs to one Sri. A. Cheluvaiah & others, who got converted from Agricultural to non-agricultural residential purpose vide Conversion Order dated:28.11.2011, bearing No.A.L.N:(S.T)SR:37/11-12, issued by The Deputy Commissioner, Bengaluru District, Bengaluru. Thereafter the said Sri. A. Cheluvaiah & others has sold the above said land in favour of Vendor No.1 herein through Registered Sale Deed dated:07.02.2015, registered as document No.RRN-1-05707/2014-15, stored at C.D.No.RRND152 of Book-I, registered in the office of Sub-Registrar, Jayanagara (Rajarajeswarinagar), Bengaluru.
- e. WHEREAS, Land bearing Sy.No.17/10, measuring 36½ Guntas was originally belongs to one Sri. A. Cheluvaiah & others, who got converted from Agricultural to non-agricultural residential purpose vide Conversion Order dated:26.11.2015, bearing No.A.L.N:(S.T)SR/61/15-16, issued by The Deputy Commissioner, Bengaluru District, Bengaluru. Thereafter the said Sri. A. Cheluvaiah & others has sold the above said land in favour of Vendor No.2 herein through Registered Sale Deed dated:03.12.2015, registered as document No.RRN-1-04770/2015-16, stored at C.D.No.RRND164 of Book-I, registered in the office of Sub-Registrar, Jayanagara (Rajarajeswarinagar), Bengaluru.
2. As per law, VENDORS have executed a Relinquishment Deed dated:08.03.2017 ('Deed') in favour of the Magadi Planning Authority, represented by its Member Secretary, registered as document No.RRN-1-06123/2016-17, stored at C.D.No.RRND183, dated:09.03.2017 of Book I, in the Office of the Sub-Registrar, Jayanagar (Rajarajeshwarinagar), Bengaluru, thereby compulsorily relinquishing the roads, parks, open spaces in the said layout, ('Hereinafter referred to as Public Amenities') as MENTIONED in the Deed as per the law in favour of the Magadi Planning Authority.
3. Pursuant to the Official Memorandums issued by the Deputy Commissioner & Special Deputy Commissioner, Bengaluru District, Bengaluru, the Vendors herein have Developed the Schedule "A" Property for the formation of a residential layout and have obtained the Layout Plan approved by the Magadi Planning Authority (a wing of BMRDA) vide No.MPA/LAO/90/2015-16, dated:13.03.2017.
4. Presently the Vendors are the absolute Owners and in peaceful possession of all that continuous piece and parcel of residentially converted site bearing **No.....**, measuring East to West:..... feet and North to South:..... feet, totally measuring ..... **Square feet**, which property is more fully described in the Schedule hereunder and hereinafter referred to as the **"SCHEDULE "B" PROPERTY"**.

5. WHEREAS the Vendors are in need of funds for their domestic and legal necessities have offered to sell the Schedule "B" Property to the Purchaser and the Purchaser who is looking for Property have accepted the offer of the Vendors and agreed to purchase the same for a valuable sale consideration amount of Rs...../- (Rupees ..... Only).
6. Whereas the Purchaser herein in pursuance of the said offer approached the Vendors to purchase the Schedule "B" Property and upon negotiations and discussions the Vendors have made the following representations.
- I. That they are the absolute owners of the Schedule "B" Property and free to sell the same without any prohibitions and restrictions.
- II. The Schedule "B" Property is free from all encumbrances of every description and also free from Court Attachments, lispendenes, maintenance, injunction, acquisition and requisition proceedings and the same is free hold property in all the manner.
7. Acting on the said representations, the Purchaser herein has agreed to purchase the Schedule "B" Property by accepting the payment of the above said sale price. In view of the finalization of the Sale transaction between the parties hereto have desired to enter into this agreement of sale on the following terms and conditions which are reduced into writing hereunder for the sake of clarity and definiteness.

**NOW THEREFORE, THIS AGREEMENT OF SALE WITNESSETH:**

The Vendors shall sell and Purchaser shall purchase the Schedule "B" Property for a sum of Rs...../- (Rupees .....Only).

1. The time limit for completion of Sale transaction shall be ..... from the date of this Agreement of Sale and the time shall be observed by both the parties as essence of contract.
2. The Vendors shall convey the Schedule "B" Property in favour of the Purchaser or its nominees so desired by it free from all encumbrances, litigations, claims, etc., and shall indemnify the Purchaser against all such claims and losses arising henceforth in respect of the Schedule "B" Property.

3. The Vendors hereby assure the Purchaser that the Schedule “B” Property is not the subject of any lien, charge or claim with any banks as security or with any individuals or corporate bodies etc., and have not sold the same earlier to this agreement of sale to any persons except the Purchaser herein and no any arrangements for sale in respect of the Schedule “B” Property is existing as on this date.
4. The Vendors shall make available all the requisite and relevant documents to enable the Purchaser to get the Schedule “B” Property registered in its name or in the name of its nominees by paying up to date taxes if any required in respect of the same.

**THE VENDORS AND PURCHASER HEREBY JOINTLY COVENANT THAT:**

- a) The Purchaser has this day paid a sum of Rs...../- (Rupees ..... Only) by way of cheque bearing No....., dated:....., drawn on ..... Bank, ..... Road, Bengaluru, as earnest money/advance towards the sale price of the Schedule “B” Property to the Vendors and the Vendors are hereby acknowledge the receipt of the same before the witnesses mentioned hereunder. The Purchaser have agreed to pay the balance sale consideration amount of Rs...../- (Rupees ..... Only) at the time of execution and Registration of Absolute Sale Deed in favour of the Purchaser/s or its nominees.
- b) The Stamp duty and Registration charges and other incidental charge shall be borne by the Purchaser only.
- c) The Vendors have delivered Certified Copies of documents related to the Schedule “B” Property into the custody of Purchaser this day.
- d) The Vendors have agreed to handover the possession of the Schedule “B” Property to the Purchaser at the time of execution and Registration of Absolute Sale Deed in favour of Purchaser or his nominees so desired by him, now actual and peaceful possession of the Schedule “B” Property retained by the Vendors upto execution of the Absolute Sale Deed.
- e) For the matters which are not specifically mentioned herein, the provisions of the TP Act and Specific Relief Act shall apply mutatis and mutandis and in case of breach of any of terms and conditions herein above contained by either party, the agreed party is at liberty to enforce specific performance or any legal action in accordance with law.

**SCHEDULE 'A' PROPERTY**

All that piece & parcel of the Converted land bearing Sy.Nos.16/5, 17/1, 17/9, 18 & 17/10, totally measuring 05 Acres 15 Guntas all are situated at Muddaianapalya Village, Tavarekere Hobli, Bengaluru South Taluk, Bengaluru and bounded on the:

EAST BY	Land in Sy.Nos.17/2B, 17/8 & 18,
WEST BY	Land in Sy.No.16/4,
NORTH BY	Land in Sy.Nos.53, 17/2B, 17/2A3, 17/8,
SOUTH BY	Land in Sy.Nos.52, 50 & 14.

**SCHEDULE "B" PROPERTY**  
(PROPERTY CONVEYED UNDER THIS DEED)

All that piece and parcel of **Residential Site bearing No.....**, measuring East to West:..... feet and North to South: ..... feet, in all totally measuring ..... square feet, formed as per the Layout Plan sanctioned by the Magadi Planning Authority vide No.MPA/LAO/90/2015-16, dated:13.03.2017, formed in Schedule "A" Property, situated at Muddaianapalya Village, Tavarekere Hobli, Bengaluru South Taluk, Bengaluru and bounded on:

EAST BY	
WEST BY	
NORTH BY	
SOUTH BY	

**IN WITNESS WHEREOF** the **VENDOR** and the **PURCHASER** herein have set their hands and affix their respective signatures before the witnesses attested hereunder to this **AGREEMENT OF SALE** on the day, month and year first above mentioned.

**WITNESSES:**

1)

1. M/s. K.N.S. INFRASTRUCTURE PVT. LTD.  
Represented by its ManagingDirector  
Mr. K.N. Surendra

2)

2. K.N. Boregowda  
**VENDORS**

(.....)  
**PURCHASER**

**RAFTED BY:**

**H.R. SHREYAS,**

Advocate,  
#D-3, 60 & 68, Akshaya Comforts,  
3<sup>rd</sup> "A" Main Rd., Devarakere Extension,  
ISRO Layout, Bengaluru- 560 078.