

AGREEMENT OF SALE

THIS DEED OF AGREEMENT OF SALE is made and executed on this ----- day of ----- Two Thousand Seventeen (-----2017) at Bangalore.

BY:

1) SRI. R.V. SOMESWARAN

Son of Late R. Venugopal
Aged about 65 years,
Residing at No. 41 K, 19th B Main,
I Block Rajajinagar,
Bangalore 560 010.

2) M/s BANNERGHATTA FARMS

Represented by its Partner, Mr. Joseph Sajan
A Registered partnership Firm,
Having its office at No. 153,
2nd Cross, Provanade Road,
Frazer Town, Bangalore 560 005.

3) M/s. CITY PROJECTS & DEVELOPERS

Represented by its Partner Mr. Amos Paul,
A Registered partnership Firm,
Having its office at No. 153,
2nd Cross, Provanade Road,
Frazer Town, Bangalore 560 005.

Represented by its GPA Holder

DAI DORON INDIA PROPERTIES PRIVATE LIMITED,

A Company Registered Under the Provisions of Companies Act, having its
Registered Office at No.32, 28th Cross,
BSK Industrial Area, Banashankari 2nd Stage,
Bangalore – 560 070.

Represented by its Directors,
Ms. SUPRIYA PATIL and
Mr. ASWATHANARYANA SWAMY DASARI.

Hereinafter called the **“VENDORS”** (which expression wherever it so requires shall mean and include its/his respective legal representatives, heirs, executors, administrators and assigns etc.,) OF **THE FIRST PART:**

IN FAVOUR OF:

Mr. -----
Aged about ----- Years,
S/o. -----
Residing at No.-----

Hereinafter called as the **PURCHASER**, (which expression shall, unless repugnant to the context, mean and include his/her legal heirs, legal representatives, executors, administrators and assigns etc.,) OF **THE THIRD PART:**

WHEREAS, the above said properties are self acquired properties of Vendors represented by its proprietor, Partners are the sole and absolute owner of the converted land bearing Survey Nos. **173** & 175/2 of Bukasagara Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District, which is more fully described in the SCHEDULE hereunder and hereinafter referred to as the **SCHEDULE ‘A’ PROPERTY** having acquired the same by way of various Sale Deeds.

WHEREAS, the said Vendors, represented by its proprietor and Partners have entered into an registered Joint Development Agreement duly registered in the office the sub registrar, Attibele, Bangalore vide document No.ABL-1-02607-2016-17 dated 11.08.2016 and also executed a registered General Power of

Attorney, duly registered in the office the sub registrar, Attibele, Bangalore vide document No. ABL-4-00105-2016-17 dated 11.08.2016 in favour of **DAI DORON INDIA PROPERTIES PRIVATE LIMITED**, A Company Registered Under the Provisions of Companies Act, having its Registered Office at No.32, 28th Cross, BSK Industrial Area, Banashankari 2nd Stage, Bangalore – 560 070, to act on behalf of VENDORS, with complete powers of selling, entering into the agreement of sale with prospective Purchaser, any deeds etc in respect of their share and also to develop the schedule 'A' Property, herein after referred as '**DEVELOPER**' for the formation of the residential layout and also for the development of Schedule 'A' Property. Hence the Vendors (Rep by their GPA Holder) agreed to sign this Agreement of Sale and the Purchaser has also agreed for the same.

WHEREAS, the developers formulated a scheme of formation and development of a residential layout in the schedule 'A' Property under the name of '**AKRUTHI SPRING WOODS**' as per sanctioned layout plan by the Anekal Planning Authority, dated: 06.04.2017 for the formation of the residential layout and the Vendors/Developer has undertaken to form the residential layout in the Schedule 'A' Property.

WHEREAS, subsequently VENDORS and DEVELOPER herein have obtained the sanctioned layout plan from the Anekal Planning Authority, BMRDA to form a residential layout in the above said converted lands in vide Order No. APA/LAO/201/2013-14, dated: 06/04/2017 and accordingly they formed the residential layout in the aforesaid land and out of which the schedule 'B' site.

WHEREAS, subsequently vendors and Developer have entered into an Supplementary Deed date 25.06.2017, in which the **site bearing No. 291** is allotted to the share of Dai Doron India Properties Pvt. Ltd.

WHEREAS, M/s. Dai Doron India Properties Pvt. Ltd., have formed a residential layout in the above said lands and the taxes, cesses, etc., have been paid in respect of the Residential sites upto date to the concerned department, the Vendors herein is in peaceful possession and enjoyment of the same and it is free from all encumbrances. Thus the Vendors are in peaceful possession and enjoyment of the same and got all legal rights, title and interest over the schedule 'A' & 'B' property and the schedule 'B' property is free from all litigations, attachments, encumbrances, minor's claims etc.

WHEREAS, on the terms and conditions stated above the Vendors and confirming party / Developer have offered to sell the Schedule 'B' Property for **Rs. -----/- (Rupees ----- Only)** free from all encumbrances and the Purchaser above named has agreed to purchase the Schedule 'B' Property for the said sum of **Rs. -----/- (Rupees ----- Only)** , free from all encumbrances, litigations and other charges.

NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS : -

1. The Purchaser has paid a sum of **Rs. -----/- (Rupees ----- Only)** to the Vendors as follows;
 - (a) A sum of Rs. -----/- (Rupees ----- Only) by way Cheque bearing No. ----- dated ----- .2017 drawn on ----- Bank, ----- Branch, issued in favour of Dai Doron India Properties Pvt. Ltd.

(b) A sum of Rs. -----/- (Rupees ----- Only) by way Cheque bearing No. ----- dated -----, 2017 drawn on ----- Bank, ----- Branch, issued in favour of Dai Doron India Properties Pvt. Ltd.

The remaining balance of **Rs. -----/- (Rupees ----- Only)** will be paid at the time of registration of the sale deed.

2. The Vendors assures the Purchaser that the Schedule 'B' Property is free from all encumbrances.
3. The Purchaser is satisfied with regard to the title of the Vendors to the Schedule 'B' Property. The Vendors has to pay the Tax up to date before the registration.
4. All the expenses of registration and stamp fee etc. shall be borne by the Purchaser only.
5. The Vendors assures the Purchaser that the schedule 'B' property is free from all kinds of lien charge, court attachments, minor claims, mortgages etc, and the Vendors has not entered into any agreement of sale with any other person or persons and if the Vendors has already entered into an sale agreement with any third party, then the Vendors is liable to set-right the same with their own cost and risk and there is no impediment for this sale under any law and none else have any right, title, interest, share therein including the Vendors family members. The Vendors hereby undertakes to unconditionally indemnify the Purchaser against any defect in title or any claim or demand by any person in respect of the schedule property, including the expenses of litigation if any, which may be incurred by the Purchaser in respect of the schedule 'B' property

6. That the Vendors shall deliver the actual vacant possession of the Schedule 'B' Property after registration only. The parties herein have fixed the time limit to complete the sale transaction within **4 (Four)** months from the date of this Agreement and the Vendors has under taken to furnish all the relevant documents (Photo copies) and other necessary permissions from the concerned authority for the purpose of registration of the sale deed within the above stipulated period. In case of any valid reasons is found on either side the time limit can be extended mutually with the consent of both the parties.
7. That the Vendors has this day handed over all the Xerox copies of the title deeds and other documents in respect of the schedule 'B' property to the Purchaser. The Vendors shall answer all or any such queries that may be required by the advocate for the Purchaser pertaining to the schedule 'B' property, fifteen days prior to the date of registration.
8. That the Vendors hereby assured the Purchaser that they have a good marketable and subsisting title this in regard to the schedule 'B' property.
9. That in case the Vendors fails to produce the good marketable and subsisting title or in case the Purchaser finds the defect in the title of the Schedule Property, the Vendors has agreed to ratify the same at their own cost and risk.
10. That the Vendors from hereinafter specifically stopped from entered into deal with anybody for sale, mortgage of transfer of the Schedule 'B' Property in any manner, and any such transaction/ or deal when come into surface, the same will not be binding on the Purchaser, or in any way effect the within contained sale agreement.
11. The Parties herein shall mutually Co-operate for the implementation of terms and condition contained herein for the smooth completion of the sale transaction as

agreed, however, either parties herein shall be at liberty to enforce the specific performance of the contract.

SCHEDULE 'A' PROPERTY

All that piece and parcel of the immovable converted property bearing Survey Nos. 173 & 175/2 of Bukasagara Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District, converted from Agricultural to Non-agricultural residential purposes, vide its O. M. No. ALN (A.J) SR-291/2012-13, Dated: 05/06/2013, ALN (A.J) SR-3/2006-07, Dated: 24/06/2008, and ALN (A.J) SR-163/2011-12, Dated: 20/12/2011, issued by Deputy Commissioner, Bangalore District, Bangalore.

SCHEDULE 'B' PROPERTY

All that piece and parcel of the immovable Residential Vacant **Site bearing No. 291**, carved out of converted property bearing Survey Nos. **173** of Bukasagara Village, Jigani Hobli, Anekal Taluk, Bangalore Urban District, As per the Layout Plan approved by the ANEKAL PLANNING AUTHORITY, BMRDA, vide Order No. APA/LAO/201/2013-14, dated 06/04/2017, measuring

East to West : "40" (Fourty Feet), 12.19 Mts,

North to South : "30" (Thirty Feet), 9.14 Mts,

totally **1200 Sq.Ft**, and bounded as follows:-

East by : Site No. 287,

West by : Road,

North by : Site No. 289 & 290,

South by : Site No. 292.

In witness whereof the Vendors, Purchaser and the witnesses herein have put their respective signatures to this **AGREEMENT OF SALE** on the day, Month and year mentioned above first at Bangalore, in the presence of the following witnesses.

Witnesses :

1.

VENDORS
(Rep by their GPA Holder)

2.

PURCHASER