

AGREEMENT OF SALE

THIS AGREEMENT OF SALE is made and executed on this 22nd day of January, Two Thousand Twenty Five (22-09-2025) at Bangalore,

BY AND BETWEEN:

Mr. GULABSHA,
Aged about 42 years,
Residing at NO. 15/1,
11t A Cross, Hoshalli Main Road,
Padarayanapura,
Bangalore 560026.
Aged about 42 years,
Aadhar No. 5389 6544 6396,
PAN BCPG2528H)

Hereinafter referred to as the **VENDOR** which term shall whenever the context so permits or admits, mean and include her heirs, legal representatives, administrators, successors, executors, assigns, etc. of the **FIRST PART.**

In favour of :

1. Mr. ASLAM PASHA

Aged about 65 years,
S/o Mr. Abdul Ghani,
President
Residing at No. 39,
9th Main Road,
Padarayanapura,
Bangalore 560026.

2. Mr. AQIB SHERIFF

Aged about 29 years,
S/o Mr. Mahboob sheriff
Secretary
Residing at NO.9,
E Street, 5th Cross, JJR Nagar,
Bangalore 560018.
Aadhar No.3227 9242 1370

**3. Mr. MUNEER AHMED , Mr. MUKHTIYAR PASHA , MOHAMED RAFIQ & MOHAMED AFRID & SUHAIL PASHA/ SYED ABDUL ALEEM, IRFAN SABH, SYED AYAZ , MOHAMMED TANZEEM ALTHAF UR RAHMAN, SYED TOFIQ, AFTHAB.D, MAHABOOB SHARIFF, ASLAM B SRC , MOHAMED HUSAIN (TRUSTEES)
NOMAN WELFARE EDUCATION AND CHARITABLE TRUST (R)
KHALID BIN WALEED (RZ) MASJID / MADRASA JAMIAH
NOMANIYAH**

Hereinafter called the **PURCHASER** which term shall, whenever the context so permits admits, means and include his legal heirs,

representatives, administrators, successors, executors, assigns etc., of the **OTHER PART**.

WHEREAS, the VENDOR is the sole and absolute Owner of the property bearing New No. 11, PID No.43-130-11, situated at 11th A Cross, Padarayanapura, Bangalore 560026, which comes under the jurisdiction of Bruhat Bangalore Mahanagara Palike, Old Division No.23, Later Ward No.43, New Ward No.135, Bangalore Measuring East to West 30-00(thirty) feet and North to South; 60-0 (sixty) feet, (Extra 10 feet) in all measuring 1800 sq feet, (including of extra 10 feet, the totally measuring 2100 sq feet) along with the nine square building constructed on the property. which is more fully described here under and hereinafter referred to as **SCHEDULE PROPERTY**.

AND WHEREAS, the VENDOR has purchased the schedule property from **Mr. RESHMA S AHMED, JUNAID S AHAMED & others**, and registered via Absolute Sale Deed under the office of the Sub Registrar, Rajajinagar (vijayanagar), Bangalore, vide Document No.VJN-1-05218-2016-17 in Book-1, CD NO.VJND152, on dt. 01-12-2016 registered at the office of Sub-Registrar, Bangalore, Karnataka.

1. The VENDOR has been in peaceful possession and enjoyment of the Schedule property in the records of Municipality by paying taxes thereof and by exercising all his rights of ownership ever since the date of her acquisition.
2. The VENDOR for her legal necessities, benefits and other lawful requirements has offered the SCHEDULE PROPERTY free from all kinds of encumbrances to sell the Schedule Property to the PURCHASER by making the following representations, assurances and covenants:
 - a. The VENDOR is the absolute owners of the Schedule property and apart from her no one else has any manner of right, title or interest or claim in or over the SCHEDULE PROPERTY.
 - b. The VENDOR has not created any kind of encumbrance, charge or lien over the SCHEDULE PROPERTY.

- c. That the SCHEDULE PROPERTY is not the subject matter of any litigation or proceedings before any court of law or authority and or departments.
 - d. The VENDOR has not received any notice of attachment from any court of law or tribunal or authority or departments in respect of the SCHEDULE PROPERTY.
 - e. The VENDOR has not executed any power of attorney in favour of any person/s in connection to the sale of SCHEDULE PROPERTY.
 - f. The VENDOR has not transferred the interest over the schedule property to any one by way of Gift.
 - g. The VENDOR has not entered into any kind of agreement, arrangement or under-standing with any person/s in respect of SCHEDULE PROPERTY by which her freehold subsisting marketable title is affected adversely.
 - h. There is no impediment of whatsoever nature either in any law or order or contract, for her to sell the SCHEDULE PROPERTY to any person/s of her choice.
3. Based upon the above said representations, assurances and covenants made by the VENDOR, the PURCHASER has accepted the offer of the VENDOR.
 4. The PURCHASER coming across the offer of sale has negotiated the purchase price, the terms and conditions of conveyance and the parties concluding a successful bargain, make this Agreement of Sale, to the following:

NOW THIS AGREEMENT OF SALE WITNESSETH AS UNDER:

- I. That, the Sale Price of the Schedule property free of all encumbrances is determined at **Rs.1,50,00,000/- (Rupees one core Fifty Lakhs Only)**.
- II. The PURCHASER has paid a sum of **Rs.30,00,000/- (Rupees Thirty Lakhs Only) (Rs.5,00,000/- by the way of cash, and balance of Rs. 25,00,000/-** has been paid via online transfer the sale consideration on dated: 23-01-2025 as an advance amount in presence of the witness, for which the VENDOR acknowledges the receipt of the same.
- III. That the balance sale price of **Rs.1,20,00,000/- (Rupees One Core Twenty Lakhs Only)** shall be payable by the PURCHASER within 4 **(Four) months** at the time of registration of the Sale Deed.

- IV. The VENDOR has delivered the photocopies of all the title deeds and documents to the PURCHASER for inspection and verification and has agreed to show in person all such original documents for perusal of the PURCHASER and to their Legal Counsel to fully establish that the VENDOR has freehold clear, marketable title to the Schedule Property.
- V. The VENDOR has not entered into any kind of charges, agreement or understanding with any person/s in respect of the Schedule Property during the subsistence of this agreement.
- VI. The Property taxes and all other out goings in respect of the Schedule Property till the date of execution and registration of the sale deed shall be borne by the VENDOR.
- VII. The VENDOR has ensured free and marketable title of the schedule property free from any encumbrances.
- VIII. The VENDOR has agreed to execute sale deed in favour of the PURCHASER and their nominees by receiving the balance sale consideration in terms of this agreement.
- IX. The VENDOR do hereby undertake to indemnify and keep harmless the PURCHASER against any action or proceedings, loss or liability, cost or claim that may arise against the PURCHASER on the Property hereby agreed to be conveyed, by reason of any defect in or want of title on the part of the VENDOR in title or for any act of omission or commission if any on the part of the VENDOR up to registration.
- X. The cost of stamp duty and all other charges registration fee in respect of the Sale Deed to be executed and registered shall be borne by the PURCHASER.
- XI. The original of this agreement shall be with the PURCHASER and the photocopy of the same shall be with the VENDOR.
- XII. The Vendor has also agreed to clear the existing loan over the said property before the Registration of the Schedule Property.
- XIII. The Vendor has agreed to handover the possession of the Schedule property on the date of registration of the Sale Deed in favour of the Purchaser or their nominees.

SCHEDULE

All that piece and parcel of property bearing New No. 11, PID No.43-130-11, situated at 11th A Cross, Padarayanapura, Bangalore 560026, which comes under the jurisdiction of Bruhat Bangalore Mahanagara Palike, Old Division No.23, Later Ward No.43, New Ward No.135, Bangalore Measuring East to West 30-00(thirty) feet and North to south;60-0 (sixty) feet, (Extra 10 feet) in all measuring 1800 sq feet, (including of extra 10

feet, the totally measuring 2100 sq feet) along with the nine square building constructed property which is bounded on :

East by : sheshappa's property No.11,
West by : Krishnaswamy's Property No.9,
North by : 20 feet wide Road,
South by : 12 feet conservancy lane.

IN WITNESS WHEREOF the VENDOR and the PURCHASER have signed and executed this Agreement of Sale, on the day, month and year first above written.

WITNESSES:

1.

1. GULABSHA,

(VENDOR)

2.

1. ASLAM PASHA

2. AQIB SHERIFF

(PURCHASER)

**NOMAN WELFARE E and C TRUST (R)
KHALID BIN WALEED (RZ) MASJID /
MADRASA JAMIAH NOMANIYAH**