

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 3580 Date: 07-05-2014

Sold to: SOHAM MODI

S/o.: SATISH MODI

For Whom: SELF

BE 030479

T. SUDHAKAR

LICENSED STAMP VENDOR
LIC.No.15-01-007/2007
REN.No.15-01-022/2013,
LIG-60, A.P.H.B.Colony,
Chevella, R.R.District.

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 5th day of March 2015 at Secunderabad by and between:

Dr. Tejal Modi, Wife of Mr. Soham Modi, aged about 44 years, Occupation: Service and

Mr. Soham Modi, Son of Satish Modi, aged about 45 years, Occupation: Business, both are residing at Plot no. 280, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

Mr. Prasad Menon, son of Late. M. G. Menon, aged about 54 years
Mrs. Pankajakshi Menon, wife of Mr. Prasad Menon, aged about 51 years, both are residing at Flat No. 256B, 1st Floor, A' Block, Palam Vihar, Gurgaon, Haryana - 122 017. hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

2 P. Pankajakshi Menon

WHEREAS:

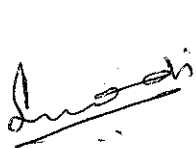
- A) The Vendor is the absolute owner and possessor of the plot bearing no. 356 admeasuring about 201 sq. yds, along with construction having a total built up area of 1883 sft in the project known as "Silver Oak Bungalows Phase III" forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, by virtue of registered sale deed bearing document no. 3992 of 2014, dated 20th December 2014, registered with the SRO, Shamirpet, R. R. District, hereunder and hereinafter referred to as the Schedule Land.
- B) Originally, the Schedule Land belonged to a partnership firm M/s. Mehta & Modi Homes having purchased the same by various registered sale deeds as given hereunder:


Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,


- C) Mrs. Hetal K. Parekh, Shri Parvesh B. Parekh and Shri Piyush J. Parekh, were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

- D) M/s. Mehta & Modi Homes is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a permit for construction on the Scheduled Land admeasuring about Ac. 8-37.5 Gts. from HUDA vide permit no 2698/MP2/Plg./H/2007 dated 23.12.2007 and 09.02.2010 and from GHMC vide permit no. B/303/CCP/TPS/GHMC/10 dated 28.06.2010. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.
E) The Buyer is desirous of purchasing plot bearing no. 356 admeasuring about 201 sq. yds, along with construction having a total built up area of 1883 sft in the project known as "SILVER OAK BUNGALOWS PHASE - III" and has approached the Vendor. Such bungalow hereinafter is referred to as Scheduled Property.
F) The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled apartment and also about the capacity, competence and ability. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.






P. Parvajakshi Menon

G) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:


1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land bearing no. 356 admeasuring about 201 sq. yds, along with construction having a total built up area of 1883 sft in the project known as "Silver Oak Bungalows Phase III" forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, bearing for a total consideration of Rs. 47,71,950/- (Rupees Forty Seven Lakhs Seventy One Thousand Nine Hundred Fifty Only).
2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.


Date	Mode of Payment	Amount
27.01.2015	Cheque No 000002	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 47,46,950/- to the Vendor as under:

Installment	Due date for payment	Amount (Rs.)
I	14.02.2015	2,00,000/-
II	25.02.2015	4,46,950/-
III	14.03.2015	39,00,000/-
IV	On Completion	2,00,000/-

4. That on payment of the full consideration amount as mentioned above and the Vendor shall deliver the possession of the Schedule Property to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Schedule Property and enjoy the same with all the rights and privileges of an owner.
5. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
6. The Vendor covenants with the Buyer that the Schedule Property is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.
7. That the residential apartment shall always be called 'SILVER OAK BUNGALOWS - III' and the name thereof shall not be changed.




2 P. Parulkajalshi Menon

8. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.
9. The Vendor further covenants that the scheduled property is not assigned land within the meaning of A.P. Assigned Land (Prohibition of Transfers) Act 9 of 1977 and it does not belong to or under mortgage to Government Agencies/Undertakings.
10. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.


SCHEDULED PROPERTY

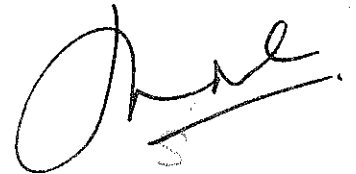
ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 356 admeasuring about 201 sq. yds, along with construction having a total built up area of 1883 sft in the project known as "Silver Oak Bungalows Phase III" forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

North	Open Land (Sy. No. 43,47,51,54 & 56)
South	Plot No. 355
East	Plot No. 357
West	30' wide road

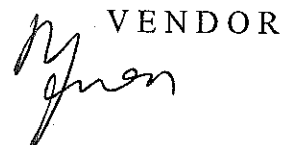
IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:





1.


VENDOR

2.

2 P. Parvathaswami Menon

VENDEE