

తెలంగాణ తెలంగాణ TELANGANA

S.No. 16996 Date: 18-11-2016

Sold to: RAMESH

S/o NARASING RAO

For Whom: MODI PROPERTIES & INVESTMENTS PVT LTD.


K. SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-029/2015

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

G 552346

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 23rd day of December 2016 at Secunderabad by and between:

1. M/s. Silver Oak Realty (Formerly known as Mehta & Modi Homes) a registered partnership having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Partner Shri. Soham Modi S/o. Shri. Satish Modi.
2. M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under companies act of 1956 having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi.

Herein after jointly referred to as the Vendors and severally as Vendor No. 1 and Vendor no. 2.

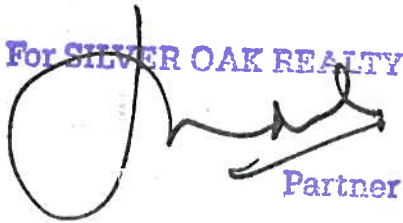
IN FAVOUR OF

1. Mr. Mogulla Srikanth Reddy, S/o. Shri Mogulla Linga Reddy, aged about 33 years, Occupation: Business, R/o. 5-12-187/92P, Mangapuram Colony, Moulaali, Hyderabad.
2. Mr. Gandla Venugopal, S/o. Late Gandla Chandraiah, aged about 39 years, Occupation: Business, R/o. 5-11-274, Venkateshwara Nagar, Moula Ali, Hyderabad – 500 040.

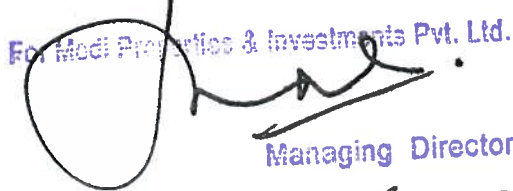
Herein after jointly referred to as the Purchasers.

The term Vendor(s) and Purchasers where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee, etc.

For SILVER OAK REALTY


Partner

For Modi Properties & Investments Pvt. Ltd.


Managing Director


K. Suresh Kumar

WHEREAS:

The Vendor No. 1 was the owner of agricultural land admeasuring Ac.0-16 ½ gts forming a part of Sy. No. 34 situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District having purchase the same from Kommu Swamy and others vide Sale Deed bearing document No. 1759/06 dated 27.01.2006 registered at S.R.O., Uppal, R. R. District.

The Vendor no. 2 purchased the Scheduled Property from Vendor no. 1 by way of registered agreement of sale bearing document no. 9154/2016 registered at S.R.O., Uppal dated 31.03.2016.

Vendor no. 1 had purchased land admeasuring Ac. 6-05 gts., forming a part of Sy. Nos. 35, 36, 37, 38 & 39 vide sale deed bearing nos. 9733/2003, 11955/2003 and 1300/2004 all registered at SRO Uppal. Vendor no. 1 had developed the land into 72 plots by obtaining permit for layout from HMDA vide permit no. 50/MPII/HUDA/04 dated 07.06.2005. Vendor no. 1 had sold the plots to prospective Purchasers. However, out of the said land a small portion admeasuring about 1 gunta was retained by Vendor no. 1.

The Purchasers herein have approached the Vendors to sell the land admeasuring Ac. 0-16.5 gts., plus 1 gunta referred to above and the Vendors herein have agreed to sell the Said Land to the Purchasers. Land admeasuring Ac. 0-16.5 gts., forming a part of Sy. No. 34, and about Ac. 0-01 gts., forming a part of Sy. Nos. 35, 36, 37, 38 & 39 situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, hereinafter referred to as the Scheduled Property and more fully described in the schedule given hereunder.

The Vendors herein have agreed to sell and the Purchasers has agreed to purchase the Scheduled Property for a total consideration of Rs.1,20,00,000/- (Rupees One Crore and Twenty Lakhs Only) and on the terms and conditions given hereunder.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

That the Vendors have agreed to sell to the Purchasers the Schedule Property for a total consideration of Rs. 1,20,00,000/- (Rupees One Crore and Twenty Lakhs only).

That in pursuance of the agreement of sale the Purchasers paid an amount of Rs. 45,00,000/- (Rupees Forty Five Lakhs Only) as advance to the Vendors as per details given below.

Sl. No	Pay order No	Pay order/ Cheque date	Bank	Amount Rs.
1	386807	28.10.2016	SBH, Moulali Branch, Secunderabad	10,00,000
2	860881	23.11.2016	Andhra Bank, Mukhraamzahi Road, Hyderabad	5,00,000
3	114174	24.11.2016	Canara Bank, Sainathpuram, Hyderabad	9,50,000
4	388048	24.11.2016	SBH,, Moulali Branch, Secunderabad	5,50,000
5	366417	14.12.2016	Indian Bank, Mlulali Branch, Secunderabad	2,00,000
6	388249	19.12.2016	SBH, Moulali Branch, Secunderabad	8,00,000
7	502425	19.12.2016	ICICI Bank, A. S. Rao Nagar, Hyderabad	5,00,000
Total				45,00,000

For SILVER OAK REALTY


Partner

For Medi Properties & Investments Pvt. Ltd.


Managing Director

A. Suba Reddy

That the Vendors and Purchasers have mutually agreed that the balance consideration amount shall be paid within 30 (thirty) days of this agreement. Accordingly, the Purchasers has issued a post dated cheques as per details given below of Rs. 75,00,000/- in favour of Vendor No. 2 herein. The Purchasers undertakes to honor the post dated cheques as and when presented by Vendor no.

Sl. No	Pay order No	Pay order/ Cheque date	Bank	Amount Rs.
1	505376	30.12.2016	ICICI Bank, Habsiguda Branch, Hyderabad	10,00,000
2	840150	28.01.2017	SBH, Moulali Branch, Hyderabad	35,00,000
3	505377	28.01.2017	ICICI Bank, Habsiguda Branch, Hyderabad.	30,00,000
Total				75,00,000

That the Vendor covenant that they are the absolute owners and possessors of the Scheduled Property and entitled to deal with the said property and there is no legal embargo to alienate the Schedule Property and to transfer all the rights.

The Purchasers have verified the title and extent of the Scheduled Property and is fully satisfied with it. The Purchasers shall not raise any objections on this count hereafter.

The Vendors have agreed to sell the Scheduled Property to the Purchasers on an as is where is basis.

It is agreed by the Vendors and the Purchasers that time is the essence of the contract any default in the balance payment by the Purchasers to the Vendors shall ipso-facto result in cancellation of this agreement of sale. Upon such cancellation any amounts paid by the Purchasers to the Vendors shall stand forfeited and the Purchasers shall not have any right, title, claim of whatsoever nature against the Vendors or the Scheduled Property.

That the Vendors shall execute and register sale deeds or other deeds either in favour of the Purchasers or in favour of its nominees on receipt of the total agreed sale consideration. It is hereby agreed that the Purchasers shall be entitled for registration of sale deeds in its favour or in favour of its nominees only on receipt of the entire sale consideration.

The Purchasers shall not be entitled to claim possession of the Scheduled Property till the entire consideration is paid to the Vendors. The Vendors agrees to handover physical possession of the property to the Purchasers only on receipt of the entire sale consideration.

The parties hereto agree to perform all such acts and deeds that are required to fully effectuate this agreement entered into herein.

The Vendors and the Purchasers hereby undertake to register this agreement of sale as and when called upon by either party to do so. The expenses of stamp duty and registration charges of this agreement and all other incidental expenses shall be borne by the Purchasers in full.

For SILVER OAK REALTY

Partner

For Medi Properties & Infra PVT. LTD.

Managing Director

M. Suresh Kumar



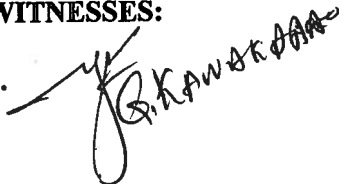

SCHEDULE OF THE PROPERTY

All that part and parcel of agricultural land admeasuring about Ac. 0-17 ½ Gts., out of which Ac. 0-16.5 gts., forms a part of Sy. No. 34 and Ac. 0-01 gts forms part of Sy. Nos. 35, 36, 37, 38 & 39 of Cherlapally Village, Ghatkesar Mandal (New Kapra Mandal), Ranga Reddy District (new Medchal District), under S.R.O. Uppal marked in red in the plan enclosed and further detailed as under:


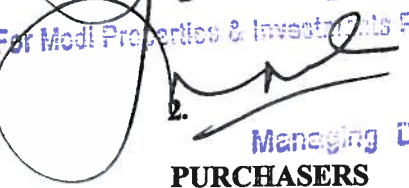
- North** : Neighbors land in Sy. No. 34
- South** : Neighbors land in Sy. No. 34
- East** : Land in Sy. No. 31 belonging to Vendor
- West** : Land in Sy. No. 35 to 39 belonging to Vendor

IN WITNESS WHEREOF the Vendors and Purchasers have affixed their signatures on this sale deed on the day, the month and year first above mentioned in presence of the following witnesses at Hyderabad.


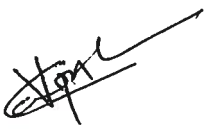
WITNESSES:

1. 
2. 
(M. JAYAPRAKASH)

For SILVER OAK REALTY
VENDORS

1. 
Partner
For Medi Properties & Investments Pvt. Ltd.
2. 
Managing Director

PURCHASERS

1. 
2. 

REGISTRATION PLAN SHOWING Agricultural Land

In part of survey nos. 34, 35, 36, 37, 38 & 39 situated at Cherlapally Village, Ghatkesar

Mandal, Ranga Reddy District, Telangana.

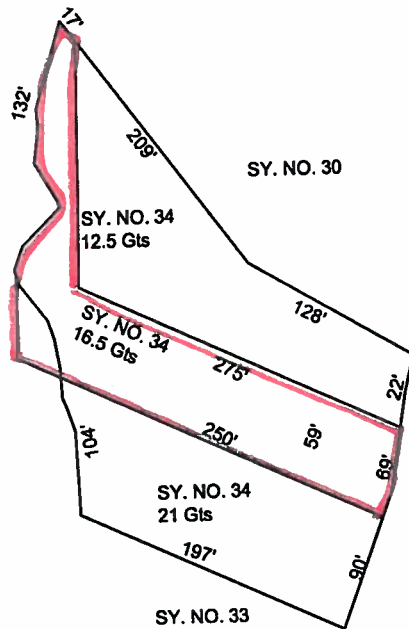
**VENDORS: 1. M/s. SILVER OAK REALTY (FORMERLY KNOWN AS MEHTA & MODI HOMES)
2. M/s. MODI PROPERTIES & INVESTMENTS PVT. LTD.,**

**PURCHASERS: 1. MOGULLA SRIKANTH REDDY, S/O. SHRI MOGULLA LINGA REDDY
2. GANDLA VENUGOPAL, S/O. LATE GANDLA CHANDRAIAH**

REFERENCE: **SCALE:** **INCL:** **EXCL:**
AREA: Ac. 0 - 17 1/2 Gts., **SQ. YDS.** **SQ. MTRS.**



LAND BELONGING TO THE PURCHASERS
IN SY. NOS. 35 TO 39



LAND BELONGING
TO THE
PURCHASERS
SY. NO. 31

Witnesses:

1. *[Signature]*
G. KANAKA

2. *[Signature]*
M. J. O.
M. JAYAPRAKASH





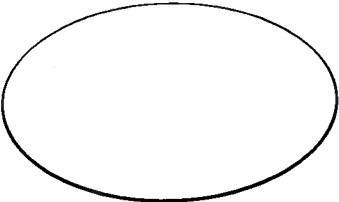

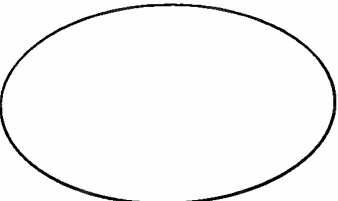

[Signature]
FOR SILVER OAK REALTY
Partner

[Signature]
For Modi Properties & Investments Pvt. Ltd.
Managing Director
VENDORS.

[Signature]
A. Srinivas Reddy
[Signature]


PURCHASERS.


PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.


<u>SL.NO.</u>	<u>FINGER PRINT IN BLACK (LEFT THUMB)</u>	<u>PASSPORT SIZE PHOTOGRAPH BLACK & WHITE</u>	<u>NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>
		 PHOTO BLACK & WHITE	<p>VENDORS:</p> <p>1. SILVER OAK REALTY (formerly known as Mehta & Modi Homes) Having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003. Represented by its Managing Partner Shri. Soham Modi S/o. Shri. Satish Modi</p> <p>2. MODI PROPERTIES & INVESTMENTS PRIVATE LIMITED. Having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003. Represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi</p> <p>PURCHASERS:</p> <p>1. MR. MOGULLA SRIKANTH REDDY, S/O. SHRI MOGULLA LINGA REDDY, R/o. 5-12-187/92P, Mangapuram Colony, Moulali, Hyderabad.</p> <p>2. Mr. GANDLA VENUGOPAL, S/O. LATE GANDLA CHANDRAIAH, R/O. 5-11-274, Venkateshwar Nagar, Moulaii, Hyderabad – 500 040.</p>
		 PHOTO BLACK & WHITE	
		 PHOTO BLACK & WHITE	
		 PHOTO BLACK & WHITE	


Witnesses:

-
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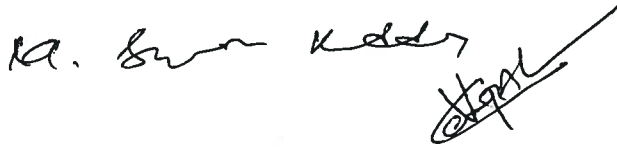
1. 
G. KANAKAMMA

2. 
M. JAYAPRAKASH

 For SILVER OAK REALTY Partner

 For Modi Properties & Investments Pvt. Ltd. Managing Director

Signature of the Executant(s)


A. Suman Reddy

MODI PROPERTIES PVT LTD

Office: 5-4-187/3 & 4, II Floor,
Soham Mansion, M G Road,
Secunderabad – 500 003.
Ph: +91 40 66335551

Letter of confirmation

Date: 23.12.2016.

To,
Mr. M. Srikanth Reddy & other,
5-12-187/92/P,
Magnapuram Colony,
Moulali,
Hyderabad.

Sub.: On time payment discount.

Ref.: Agreement of Sale dated 23rd December 2016 executed between M/s. Silver Oak Realty & Modi Properties & Investments Pvt Ltd infavour of M. Srikanth Reddy & G. Venugopal for sale of agricultural land admeasuring Ac.0-17 ½ gts bearing part of Sy. Nos. 34, 35, 36, 37,38 & 39 situated at Cherlapally Village, Ghaktesar Mandal, R.R.Dist.

Dear Sir.

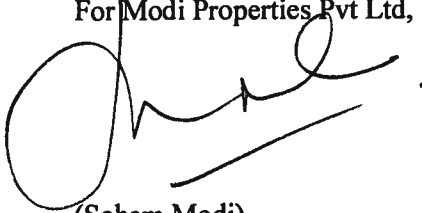
We hereby confirm our offer for on time payment discount of **Rs. 10,00,000/-** (Rupees Ten Lakhs only) and shall be given to you if all post dated cheques mentioned in the Agreement of Sale are paid to us on or before the due date mentioned therein.

1. This offer stands void in case of default of any of the above conditions by the Purchaser.
2. Other conditions mentioned in the Agreement of Sale shall apply.

Please sign a copy of this letter as your confirmation of accepting the above terms and conditions.

Thank You.

Yours sincerely,
For Modi Properties Pvt Ltd,



(Soham Modi)
Managing Director

Confirmed & Accepted



Signature:

Name: M. Srikanth Reddy

Date: 23rd December 2016.