

తెలంగాణ తెలంగాణ TELANGANA

 N 707451

S.No. 174 Date:06-01-2018

Sold to: RAMESH

S/o. Late NARASING RAO

For Whom: SILVER OAK VILLAS LLP.

T. LALITHA
LICENSED STAMP VENDOR
LIC.No.16-09-074/2012,
R.No.16-09-024/2018,
Plot No.32, H.No.3-48-266,
Kakaguda, Karkhana,
Canmtt. Sec'bad. Ph:7842562342

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 18th day of January, 2018 at Hyderabad by and between:

M/s. Silver Oak Realty (formerly known as M/s. Mehta & Modi Homes) a registered partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Partner M/s. Modi Properties Pvt Ltd represented by its Director Shri. Gaurang Mody S/o. Shri. Jayantilal Mody aged about 49 years, Occupation: Business, resident of Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad – 500 016 hereinafter referred as the **VENDOR**.

AND

M/s. Silver Oak Villas LLP a Limited Liability Partnership Firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Partner M/s. Modi Housing Pvt Ltd represented by its Director Shri. Soham Modi S/o. Late Shri. Satish Modi aged 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 hereinafter referred as the **PURCHASER**.

The expressions of Vendor and Purchaser shall mean include unless it is repugnant to the context their respective heirs, legal representatives, administrators, executors, successor in interest assignees, nominees and the like.

For SILVER OAK REALTY

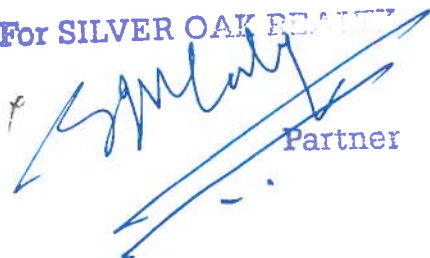

Partner

For SILVER OAK VILLAS LLP


Designated Partner

WHEREAS:

- A. The Vendor herein is the sole and absolute owner and possessor of land admeasuring about Ac. 6-18 Gts. equivalent to 31,218 sq yds forming part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 situated at Cherlapally Village, Kapra Mandal (old Ghatkesar Mandal), Medchal-Malkajgiri District (erstwhile Ranga Reddy District) having purchased the same from P. Sanjeeva Reddy & others vide Sale Deeds bearing document Nos. 12465/2007 dated 05.10.2007 (Ac.4-00 gts) and 1359/2007 dated 07.02.2008 (Ac.3-00 gts) registered at SRO, Uppal, Medchal Malkajgiri District.
- B. Out of the total land of Ac.7-00 gts the Vendor has re-conveyed in favour of Shri. Ramakrishna Reddy & others a portion of land admeasuring Ac. 0-22 gts equivalent to 2,662 sq yds vide sale deed No. 7459/2008 dated 31.07.2008 registered at SRO, Uppal, Medchal-Malkajgiri District (erstwhile Ranga Reddy District). The Vendor is in possession of the balance land admeasuring Ac. 6-18 gts hereinafter to as the Scheduled Land and more fully described in the schedule given hereunder.
- C. The Vendor has further purchased Ac. 7-37 gts., forming a part of Sy. Nos. 11, 12, 13, 14, 15, 16, 17, 18 & 294 (P) situated at Cherlapally Village, Kapra Mandal, Medchal Malkajgiri District purchased from P. Sanjeev Reddy and others, by way of Agreement of Sale cum GPA registered as document no. 4784/08 dated 17.05.2008 at SRO, Uppal.
- D. The Vendor had obtained building permit under group housing scheme to develop 68 villas on part of the above referred land vide permit no. 53202/HO/EZ/Cir-1/2016 dated 03.05.2017. The Vendor further obtained building permit for development of additional 27 villas on the balance portion of land admeasuring 7,938 Sq.yds (6,637.19 Sq. mtrs) from GHMC vide building permit No.53421/HO/EZ/Cir-1/2016 dated 06.01.2018. The details of the proposed development are:
- The Scheduled Land is proposed to be divided into 95 plots of land.
 - A villa is proposed to be constructed on each plot of land.
 - Provision has been made for roads, parks and other open areas as required in the bye-laws.
- E. Out of the 95 plots the Vendor has already sold to the Purchaser 89 plots by way of Agreement of Sale bearing document nos. 7526/2017 dated 31.03.2017 (64 plots) and 920/2018 dated 17.01.2018 (25 plots) duly registered with SRO, Uppal, Hyderabad. The Purchaser further entered an agreement of sale dated 31.03.2017 with the Vendor to buy 4 (four) plots bearing Nos. 29, 30, 31 & 32 which are under mortgage with GHMC. These 4 (four) villas are mortgaged to GHMC and cannot be sold till mortgage is released.
- F. The Purchaser has further approached the Vendor to purchase the balance 2 (two) plots which are under mortgage with GHMC for a consideration of Rs. 5,000/- (Rupees Five Thousand only) per square yard and the Vendor has accepted the same.

For SILVER OAK REALTY

Partner

For SILVER OAK VILLAS LLP

Designated Partner

G. Details of plot no. and area of each plot now been sold to the Purchaser are given hereunder:

Sl. No.	Plot No.	Area of plot in sq yds	Sale consideration in Rs.
1.	82	161	8,05,000
2.	95	161	8,05,000
	Total	322 Sq. yds	16,10,000

H. The Vendor has already sold plot nos. 1 to 28 , 33 to 68 (64 plots), Plot Nos. 69 to 81 and 83 to 94 (25 plots) and Plot Nos. 29,29,30 & 31 (4 plots) to the Purchaser. The details of agreements of sale are given in above clause no. E.

I. The parties hereto are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That the Vendor has agreed to sell and the Purchaser have agreed to purchase plot nos. 82 and 95 (2 plots) which are under mortgage with GHMC having a total area of 322 sq yds forming a part of Sy. Nos. 11, 12, 14 to 18 & 294 situated at Cherlpally Village, Kapra Mandal (old Ghatkesar Mandal), Medchal Malkazgiri District (old Ranga Reddy District) for a total consideration of Rs. 16,10,000/- (Rupees Sixteen Lakhs and Ten Thousand only) calculated at the rate of Rs. 5,000/- per sq yd. These two plots are jointly hereinafter referred to as the Scheduled Plots.
2. That the Purchaser has agreed to pay the total sale consideration mentioned herein to the Vendor within one year from the date of this agreement.
3. The VENDOR hereby covenants that the Scheduled Plots are the absolute property belonging to it only and no other person other than the VENDOR has any right, title or interest in respect of the Scheduled Plots or any portion thereof. The Vendor gives warranty of title to the Purchaser and indemnifies the Purchaser against any loss it may be put to on account of defect in the title of the Scheduled Plots.
4. The VENDOR hereby covenant that the VENDOR have paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Plots/ Scheduled Land payable as on the date of this agreement of sale. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the VENDOR to clear the same.
5. That the VENDOR shall execute and register sale deeds, agreement of sale, agreement of sale cum GPA, GPA or other deeds either in favour of the Purchaser or in favour of its nominees on receipt of the agreed consideration. It is hereby agreed that the PURCHASER shall be entitled for registration of sale deeds/GPAs in its favour or in favour of its nominees, for a part/ portion of the Scheduled Plots for which proportionate payment has been received by the VENDOR from time to time.
6. The VENDOR shall permit the PURCHASER to enter into the Scheduled Land of the group housing scheme including the Scheduled Plots in order to undertake development works like making roads, compound wall, provision of utility services, development of parks, etc.

For SILVER OAK REALTY

Partner

For SILVER OAK VILLAS LLP

Designated Partner

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

SCHEDULE OF THE TOTAL LAND - A

ALL THAT total land admeasuring about Ac.6-18 gts forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 of Cherlapally Village, Kapra Mandal (old Ghatkesar Mandal), Medchal Malkazgiri District (old Ranga Reddy District) under S.R.O. Uppal marked in red in the plan enclosed.

North by : Village Settlement
South by : Sy. Nos. 5, 8, 9, 10, 13 & 168
East by : Vendors' Land
West by : 60' wide road (Proposed to 100' wide road)

SCHEDULE OF THE LAND (PLOTS) - B

ALL THAT land admeasuring about 322 sq yds being plot Nos. 82 & 95 (2 plots) forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 of Cherlapally Village, Kapra Mandal (erstwhile Ghatkesar Mandal), Medchal Malkazgiri District (erstwhile Ranga Reddy District) under S.R.O. Uppal marked in red in the plan enclosed.

North by : Village Settlement
South by : Sy. Nos. 5, 8, 9, 10, 13 & 168
East by : Vendors' Land
West by : Approved lay-out belongs to Vendee

IN WITNESS WHEREOF the VENDOR and PURCHASER 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.

G. KAMAKASHA

2.

*M. S. O.
CM. JAYAPRAKASH*

For SILVER G...
[Signature]
Partner
VENDOR.

For SILVER G...
[Signature]
Designated Partner
PURCHASER.

ANNEXURE - B
Details of of Plot Nos and area of each plot

Plot No.	Plot Area in sq yds
82	161
95	161
Total	02 Plots
	322 Sq.yds

For SILVER OAK REALTY

Partner

For SILVER OAK

Designated Partner

Annexure – A

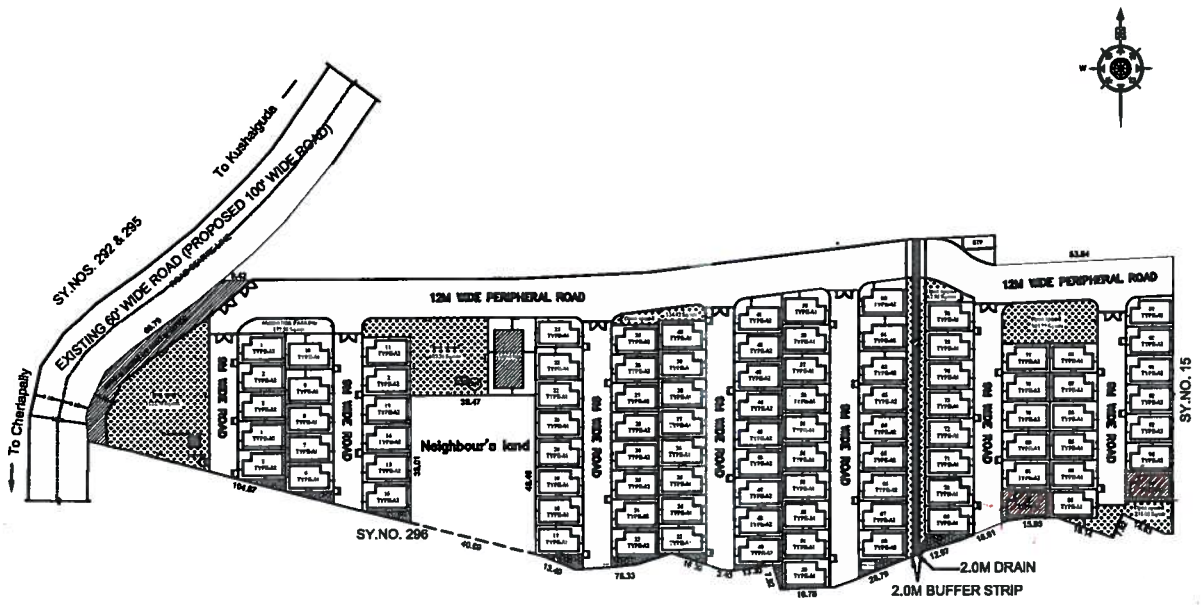
Registration Plan for Agreement of Sale showing 2 (Two) Nos of residential plots in the proposed gated community lay-out cum group housing forming part of Survey Nos. 11,12, 14 to18 & 294, Cherlapally Village, Kapra Mandal, Medchal Malkazgiri District, Telangana .

VENDOR: SILVER OAK REALTY (FORMERLY KNOWN AS MEHTA AND MODI HOMES) REPRESENTED BY ITS MANAGING PARTNER M/S. MODI PROPERTIES PVT LTD REPRESENTED BY ITS DIRECTOR SHRI. GAURANG MODY S/O. SHRI. JAYANTILAL MODY.

PURCHASER: M/S. SILVER OAK VILLAS LLP REPRESENTED BY ITS MANAGING PARTNER MS/. MODI HOUSING PVT LTD REPRESENTED BY ITS DIRECTOR SHRI. SOHAM MODI S/O. LATE. SHRI. SATISH MODI

REFERENCE: SCALE: INCL: EXCL:

PLOTTED AREA: 322 SQ.YDS OR SQ. MTRS OR SQ.FT



WITNESSES:

1.

(Signature)
G. K. N. P. R. A. D.

2.

(Signature)
M. J. S.
CM. SAYAPRAKASH

For SILVER OAK REALTY

(Signature)
Partner

SIG. OF THE VENDOR

For SILVER OAK VILLAS LLP

(Signature)
Designated Partner
SIG. OF THE PURCHASER

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>
			<p><u>VENDOR:</u> 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 M/s. Modi Properties Pvt Ltd represented by its Director Shri. Gaurang Mody S/o. Shri. Jayantilal Mody</p>
			<p><u>PURCHASER:</u> SILVER OAK VILLAS LLP 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 M/s. Modi Housing Pvt Ltd Represented by its Director Shri. Soham Modi S/o. Late . Shri. Satish Modi</p>

Witnesses:

1.

J. Q. Kantappa

2.

M. J. D. (M. JAYAPRAKASH)

For SILVER OAK REALTY

[Signature]
Partner

For SILVER OAK VILLAS LLP
Signature of the executant(s)

[Signature]
Designated Partner