

आन्ध्र प्रदेश ANDHRA PRADESH

Angud S. MEHTA:

Suresh U-MEHTA:

LEELA G. CHIMALG

STAME VENDOR L.Mo. 02/20**06**

5-4-76/A, Cellar, Ranigunj SECUNDERABAD-500 003

AGREEMENT OF SALE CUM GENERAL POWER OF ATTORNEY WITH POSSESSION

This Agreement of Sale cum General Power of Attorney is made and executed on this the 11th day of July 2006 at Secunderabad by and between:

SRI SAMALA JANGA REDDY, SON OF LATE SRI SAMALA CHINNA YADAIAH, aged about 40 years, Occupation: Business, residing at 2-46/5A, Cherlapally, Kapra Municipality, R.R. District, hereinafter referred to as "VENDOR", which term shall mean and include its successors in office, administrators, executors/nominees/assignee etc.

$\underline{\mathbf{A} \mathbf{N} \mathbf{D}}$

SMT. MALLAMMA, WIFE OF LATE SHRI SAMALA CHINNA YADAIAH, aged about 70 years, Occupation: House wife, residing at 2-46/5A, Cherlapally, Kapra Municipality, R. R. District, hereinafter referred to as "CONFIRMING PARTY", which term shall mean and include its successors in office, administrators, executors/nominees/assignee etc.

AND

SRI ANAND S. MEHTA, SON OF SRI SURESH U. MEHTA, aged about 28 years, resident of Plot No. 21, Bapu Bagh Colony, P. G. Road, Secunderabad- 500 003, hereinafter referred to as the "PURCHASER" which term shall mean and include its successors in office, administrators, executors/nominees/assignee etc.

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WHEREAS:

- A) Sri Samala Chinna Yadaiah alias Samala Chinna Yadi Reddy, S/o. Sri Late Ramaiah was the original owner and pattedar of agricultural land in Sy. No. 74 (admeasuring Ac. 1-23 Gts.) & 75 (admeasuring about 1-22 Gts.) aggregating to about Ac. 3-05 Gts. of Cherlapally Village, Uppal Mandal, R. R. District, Andhra Pradesh. The ownership and possessor of the lands is evidenced by Pahanis for the years 1960-61, 1970-71, 1975-76, 199-80, 1985-86, 1990-91 issued by M.R.O., Ghatkesar Mandal, R. R. District.
- B) Sri Samala Chinna Yadaiah alias Samala Chinna Yadi Reddy sold a portion of land in Sy. No. 74 admeasuring about Ac. 1-19 Gts. to Smt. V. Susheela, W/o. Sri V. V. Subba Rao under a Sale Deed dated 21st June 1988 which is registered with the office of the Sub-Registrar, Uppal bearing document no. 5243 of 1988.
- C) Sri Samala Chinna Yadaiah reached the heavenly abode on 15th April, 1992. At the time of his death he remained the owner of land in Sy. No. 74 to the extent of Ac. 0-04 Gts., and in Sy. No. 75 to the extent of Ac. 1-22 Gts. At the time of death Shamala Chinna Yadaiah alias Samala Chinna Yadi Reddy has thus remained the owner of the land admeasuring and aggregating to Ac. 1-26 Gts. in Sy. No. 74 & 75. He is survived by his only son Shri Samala Janga Reddy, the VENDOR herein and his wife Smt. Mallamma, the CONFIRMING PARTY herein.
- D) The VENDOR herein got mutated in his favour the entire original land holdings aggregating to Ac. 3-05 Gts. in Sy. No. 74 & 75. The mutation is evidenced by proceedings of the Mandal Revenue Officer, Uppal Mandal bearing no. ROR/Rectification/B/2812/97, the land admeasuring Ac. 3-05 Gts. of Cherlapally Village. The name of the VENDOR has been duly recorded as the pattedar and possessor in Sy. No. 74 & 75 and Passbook no. 114667, (Patta No.24) and Title book no. 276294 has been issued by the MRO in favour of the VENDOR.
- E) The VENDOR is thus the pattedar, possessor and absolute lawful owner of the agricultural land aggregating and admeasuring to Ac 1-26 Gts., forming a portion of Sy. No. 74 (admeasuring Ac. 0-04 Gts.) & 75 (admeasuring Ac. 1-22 Gts.) of Cherlapally Village, Uppal Mandal, R.R. District, out of the total and area of Ac. 3-05 Gts. This land in Sy. No. 74 & 75 aggregating and admeasuring to Ac. 1-26 Gts. is hereinafter referred to as Scheduled Land and is more particularly described at the foot of the document and in the enclosed plan.
- F) At the request of the PURCHASER the VENDOR herein has agreed to get this agreement executed by his mother the CONFIRMING PARTY herein, as she is also legal heir of her husband. The CONFIRMING PARTY has agreed to join in execution of this agreement as a CONFIRMING PARTY so as to ensure and assure a perfect legal title to the Scheduled Property in favour of the PURCHASER.

S. Jaga Reddy Page 2

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- G) The CONFIRMING PARTY is aware and is under full knowledge that after the death of her husband Shri Samala Chinna Yadaiah alias Samala Chinna Yadi Reddy, the original owner of the land, the land holdings has been mutated in favour of his son Sri Samala Janga Reddy and the title and the passbook has been issued by M. R. O., Ghatkesar Mandal, R. R. District, recording Sri Samala Janga Reddy as the pattedar and the possessor.
- H) The VENDOR has offered to sell the Scheduled Land, free from encumbrances for a total sale consideration of Rs. 29,70,000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only) and the PURCHASER agreed to purchase the same for the said consideration.
- I) The VENDOR has also agreed to give a General Power of Attorney in favour of the PURCHASER in respect of the Scheduled Land.

NOW THEREFORE THIS AGREEMENT OF SALE CUM GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

- 1. The VENDOR has agreed to sell to the PURCHASER the Scheduled Land for a total consideration of Rs. 29,70,000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only).
- 2. In pursuance of this Agreement Of Sale Cum General Power Of Attorney the PURCHASER paid the entire consideration amount of Rs. 29,70,000/- (Rupees Twenty Nine Lakhs Seventy Thousand Only) to the VENDOR and the VENDOR acknowledged in a separate stamped receipt having received the same in the following manner:
 - a. Cheque No. 367604, dated 11.07.2006 for a sum of Rs. 29,70,000/- drawn on State Bank of India, M. G. Road, Branch, Secunderabad.
- 3. The CONFIRMING PARTY hereby covenant that she has no right, title or interest of whatsoever nature in Scheduled Land and also in the Sale Consideration.
- 4. The CONFIRMING PARTY hereby confirms and declares that the PURCHASER shall have and always have peaceful enjoyment of the same without any let, hindrance, claim, etc., directly or indirectly of whatsoever nature from her and / or any one claiming through her.
- 5. The CONFIRMING PARTY hereby agrees that she shall sign, verify and execute such further documents that may be required to effectively transfer / mutate the Scheduled Property on to and in favour of the PURCHASER.

S. Joya Reddy



- 6. The VENDOR covenants that he is the possessor of the Scheduled Land and entitled to deal with the said property and there is no legal embargo to alienate the Scheduled Land and to transfer all the rights.
- 7. The VENDOR hereby declares that they have not entered into any agreement or executed any deed prior to this sale agreement.
- 8. The VENDOR hereby agrees and bind themselves to indemnify and keep indemnified, the PURCHASER at all times in respect of all loss, expenses and cost to which the PURCHASER may be put on account of all or any of the recitals contained herein to be incorrect with respect to title, interest, ownership, etc., of the Scheduled Land or on account of any hindrance caused to the PURCHASER in peaceful enjoyment of the Scheduled Land either by the VENDOR or by any one else claiming through them.
- 9. The VENDOR is responsible to clear off arrears of taxes charges levies, rates etc., if any that are due to payable in respect of Demised Portion as on date of delivery of possession of the Demised Portion to the PURCHASER.
- 10. The vacant physical possession of the Scheduled Land has been handed over to the PURCHASER by the VENDOR on this day.
- 11. The PURCHASER shall bear all expenses such as stamp duty, registration etc., in respect of this agreement of sale cum general power of attorney and subsequent sale deeds.
- 12. The VENDOR is in pursuance of this agreement the VENDOR has agreed to execute GPA in favour of the PRCHASER.
- 13. This Agreement of Sale cum General Power of Attorney shall be an irrevocable agreement.
- 14. The VENDOR hereby authorizes the said PURCHASER to do the following acts in the name and on behalf of the VENDOR namely:
 - a) To enter into sub-contract for the sale of the said property for any consideration which he deems reasonable in his absolute discretion and receive the earnest money and acknowledge the receipt of the same.
 - b) To sell the said property to the Sub-Agreement Holder or his / her nominee or nominees or his/her nominee or nominees.

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- c) To execute the sale deed or sale deeds in favour of the Sub-Purchaser or Purchasers, receive the consideration money to present the sale deed or deeds execute by him in favour of the Sub-Purchaser or Purchasers before the concerned registering office, admit execution and receipt of consideration and procure the registration of the said deeds.
- d) To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to the completion of registration of the said sale deed / deeds.
- e) To appear and act in all courts, civil, criminal revenue whether original or appellate, in the Registration and other offices of the State and Central Government and of Local Bodies in relation to the said property.
- f) To sign and verify plaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents to deposit and withdraw money and grant receipt in relation to the said property.
- g) To execute mortgage deed, pledge, hypothecate and execute such other documents / deeds / agreements that are required for purposes of raising finances from various institutions, banks, etc.
- h) Generally to act as the Attorney or Agent of the VENDOR in relation to the said property in relation to the matter aforesaid and to execute and do all deeds, acts and things in relation to the said property as fully and effectually in all respects as the VENDOR himself would do if personally present.
- i) The VENDOR for himself, his heirs, executors, successors, legal representatives, administrators and assignees hereby ratify and confirm and agree to ratify and confirm all the acts, deeds, and things lawfully done by the said Attorney namely and PURCHASER in pursuance of these presents.
- 15. The land is not an assigned land within the meaning of A.P. Assigned lands (Prohibition of Transfers) Act 9 of 1977 and that the said property does not belong to and is not under mortgage to Government or their Agencies / Undertakings.
- 16. The VENDOR hereby declare that there are no Mango Trees / Coconut Trees / Betal Leaf Gardens / Orange Groves or any such other gardens; that there are no mines or quarries of granites or such other valuable stones; that there are no machinery, no fish pounds etc., in the lands now being transferred; that if any suppressions of facts is notices, at a future date, the VENDOR will be liable for prosecution as per law, besides payment of deficit duty.

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SCHEDULE OF LAND

ALL THAT PART AND PARCEL OF LAND admeasuring about Ac. 1-26 Gts. in Sy. No. 74 & 75, (Sy. No. 74 admeasuring Ac. 0-04 Gts and Sy. No. 75 admeasuring Ac. 1-22 Gts) situated at Cherlapally Village, Ghatkesar Mandal, Kapra Municipality, R. R. District and bounded by:

North

: Land in Sy. No. 72, 73 & 74 (Part)

South

: Land in Sy. No. 86

East

: Land in Sy. No. 76

West

: Land in Sy. No. 48 & 73

IN WITNESS WHEREOF the Parties hereto have set their hands to this Deed of Agreement of Sale cum General Power of Attorney out of their own free will and consent on the date first above mentioned in the presence of the following witnesses:

WITNESSES:

(G. P. Reddy)

2. P (255 8 5 6)

(SAMALA JANGA REDDY), VENDOR-CUM-PRINCIPAL

(aff thump. of (SMT. MOLLAMMA), **CONFIRMING PARTY**

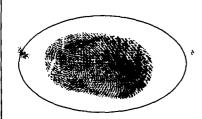
> (ANANĎ S. MEHTA), PURCHASER.

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

SL.NO.

FINGER PRINT
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(LEFT THUMB)

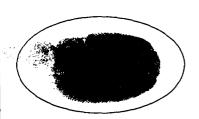
PASSPORT SIZE PHOTOGRAPH BLACK & WHITE NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





VENDOR:

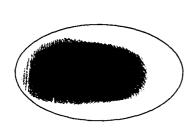
SRI SAMALA JANGA REDDY S/O. LATE SRI SAMALA CHINNA YADAIAH R/O. 2-46/5A CHERLAPALLY KAPRA MUNICIPALITY R.R. DISTRICT.





CONFIRMING PARTY

SMT. MALLAMMA
W/O. LATE SRI SAMALA CHINNA YADAIAH
R/O. 2-46/5A
CHERLAPALLY
KAPRA MUNICIPALITY
R.R. DISTRICT.





PURCHASER:

SRI ANAND S. MEHTA S/O. SRI SURESH U. MEHTA R/O. PLOT NO. 21 BAPU BAGH COLONY P. G. ROAD SECUNDERABAD- 500 003.

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S. Joya Roby SIGNATURE OF THE VENDOR

SIGNATURE OF THE CONFIRMING PARTY

SIGNATURE OF THE PURCHASER

Receipt No. 9.68.9.59 Dt. 117/05 Vide

SBH, Habsiguda Branch. Sec'bad

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S. Jago Rody

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Samala Janga Reddy Slo. Late Samala Clina Yadaias, occupation: Business, Rlo. 2-46/54 Cherlepally, Kapra municipality, R. e. Dist.

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S. Mallamma W/o. late samala China yadiah o companion: House wite. No. 2- 46/SA, Cherlapally R.R. Dist

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Anand S. Menta Slo. Suresh v. menta occupation: Business Rlo. Plat No. 21, Bapubagh Wany, P.G. Road, Secisad.

(K. Pressaga Rosey Slort. Preseloy oce: service & 5-4-187 1384, M.G. Road, Jec BAD,

Norshing Rodoly oce: Ausiness _ elo, H. No; Plot No. 22, caineger wany, china cherenty L. R. Dist.

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్ పుస్తకము..!క్స్క్రిస్టేంగ్ఫ్ దస్తావేజుల మొత్తం కాగితముల సంఖ్య....7...ఈ కాగితపు వరుస పంఖ్య.....2 పద్-రిజిస్టారు

No. 19114 of 200 Date 11 Ho S

I hereby certify that the proper deficit
stamp duty of Rs29 Sool Rupees Twenty

Thousand five hundred and
has been levied in respect of this instrument
from Sri. 2 Janea Reddy

on the basis of the agreed Market Value
consideration of Rs.29, 70,000 being
higher than the consideration agreed Market

Value,

S.R.O. Uppal

Sub Neglish And Cultertor U/S/41&4

Registration Endorsement

An amount of Rs. 295001 towards Stamp Duty Including Transfer duty and Rs. 10001 towards Registration Fee was paid by the party through Challan Receipt Number 9.68959.

Dated, 41766 at SBH Habsiguda Branch Sectat.

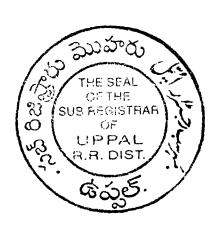
6.B.H. Habsiguda A/c No. 01000050786 S.R.O. Uppal. Rs. 11 So has been collegted as agreed M.V of Rs. Dt. 11

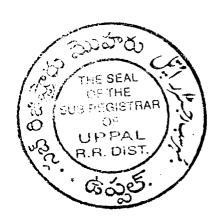
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SUB REGISTEAR

SUSPAL SINGS PAL SINGS PAL

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పబ్-రిజీస్టారు

