

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 28th day of December 2004 at Secunderabad by and between:

Shri. Satish Modi S/o. Late Shri. Manilal C. Modi aged 60 years Occupation: Business, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 hereinafter called as the VENDOR which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

IN FAVOUR OF

Smt. Bhopinder Kaur, W/o. Shri. Tejinder Singh aged 50 years Occupation: Housewife, resident of 32, Wahab Nagar, Sikh Village, Secunderabad hereinafter called as the PURCHASER which term shall mean and include her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

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WITNESSETH:

- 1. The VENDOR is the absolute owner of an area admeasuring about 1,130 sq. ft. of super built up area (about 983 sft. of built up area) on the ground floor, together with undivided share of land of 12.59 square yards (10.53 sq. meters), bearing M.C.H. No. 5-4-187/3 & 4 (part) in a commercial complex known as 'Soham Mansion' situated at Karbala Maidan, M.G. Road, Secunderabad 500 003 by virtue of Sale Deed dated 26th day of November 2002 and registered as document No. 1573 of 2002 Book No. I, scanned with identification No. 1606-1-1573-2002 with the Office of the Sub-registrar, Secunderabad. The particulars of the Property is morefully described in the Schedule annexed hereto and is shown in red in the enclosed plan. The property is for the sake of brevity is hereinafter referred to as the "Schedule Property."
- 2. The VENDOR has acquired the Scheduled Property from its previous Owner Shree Gurudev Siddha Peeth (formerly known Shree Gurudev Ashram) a Public Trust registered in the year 1962 vide PTR No. A-484 (Thane) under the Bombay Public Trust Act 1950. The said Shree Gurudev Siddha Peeth has acquired the ownership of the R.C.C Building admeasuring 24,770 Sq.ft of constructed are bearing MCH No. 5-4-187/3 &4, known as Soham Mansion, by virtue of Gift Settlement dated 07.05.1977 and registered as document No. 756 of 1977 Book I, Volume No. 372, at the Office of the Sub Registrar, Secunderabad. The Donor therein namely Shri. Satish Modi has constructed the building vide permit No. 237/3 of 1967 dated 29.09.1967 of M.C.H, Secunderabad.
- 3. The Scheduled Property is in occupation of a tenant M/s. Metal Creek Motors under a registered Lease Agreement dated 13th April 2004 registered with Office of the Subregistrar, Secunderabad as document No.586/2004 for a primary period of 5 (five) years and on such other terms and conditions as contained therein.
- 4. The PURCHASER has approached the VENDOR for purchasing the Scheduled Property which is in occupation of the above referred tenant and the VENDOR has agreed to sell to the PURCHASER the Scheduled Property for a consideration of Rs. 13,85,000/- (Rupees Thirteen Lakhs Eighty Five Thousand only).

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

- 1. That in pursuance of said agreement and in consideration of the said sum of Rs. 13,85,000/(Rupees Thirteen Lakhs Eighty Five Thousand only) the VENDOR agreed to sell, transfer and convey absolutely to the PURCHASER the Scheduled Property being an area admeasuring about 1130 Sq ft of super built up area (about 983 of built up area) on ground floor together with undivided share of land of 12.59 square yards (10.53 sq. meters), bearing M.C.H. No. 5-4-187/3 & 4 (part) in a commercial complex known as 'Soham Mansion' situated at Karbala Maidan, M.G. Road, Secunderabad 500 003. The Scheduled Property is more particularly described in the Schedule hereunder written and in the plan hereto annexed.
- 2. That the PURCHASER in pursuance of the agreement has paid a sum of Rs. 13,85,000/-(Rupees Thirteen Lakhs Eighty Five Thousand only) vide cheque No. 987155 dated 13.05.2001 drawn on State Bank of Patiala, Hyderabad the receipt of which is acknowledged by the VENDOR.
- 3. The VENDOR shall attorn the tenancy of Metal Creek Motors infavuor of the PURCHASER.

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- 4. The VENDOR hereby declares, covenants and agrees with the PURCHASER that the VENDOR is the sole, absolute and exclusive Owner of the Scheduled Property.
- 5. The VENDOR shall execute or cause to execute and register Sale Deed or Sale Deeds in favour of the PURCHASER or his nominee(s) as and when requested by the PURCHASER.
- 6. The **VENDOR** shall deliver the possession of the Scheduled Property on the date of Sale Deed.
- 7. The **PURCHASER** or his nominee(s) shall bear all expenses including those of stamp duty, registration charges, Advocate's fee etc., for execution and registration of the Sale Deed or Sale Deeds.
- 8. That the PURCHASER shall become a member of Soham Mansion Owners Association upon registration of sale deed and he shall abide the rules and by-laws framed by the said Association and shall pay such amounts as may be decided by the Association every month for the proper maintenance of the common services. If the PURCHASER ever fails to pay maintenance for the Scheduled Property, the Association shall be entitle to disconnect and stop providing all or any services to the Scheduled Property including water, electricity etc.,
- 9. The VENDOR shall pay all taxes, water charges, electricity consumption charges in respect of the Scheduled Property upto the date of this Agreement of Sale. After that date, the PURCHASER shall pay all the outgoing relating to the Scheduled Property.

SCHEDULE OF THE PROPERTY

All that piece and parcel of immovable property admeasuring about 1,130 sq. ft. of super built up area (about 983 sq. ft. of built up area) on the ground floor, together with undivided share of land of 12.59 square yards (10.53 sq. meters), bearing M.C.H. No. 5-4-187/3 & 4 (part) in a commercial complex known as 'Soham Mansion' situated at Karbala Maidan, M.G. Road, Secunderabad 500 003 and more particularly marked in red color in the plan hereto attached and bounded on the:

North by	: Premises Owned by Mr. Mahesh Desai & others	
South by	: Premises Owned by Mr. Naveen Kumar Kedia HUF	
East by	: M. G. Road	
West by	: Parking Space and Open Land.	-

In witness whereof the parties hereto have signed this Agreement of Sale on the 28th day of December 2004 in the presence of the following witnesses:

Witness

1.

VENDOR

2. Jonda

PURCHASER.

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Plan of Sale Agreement for the Premises bearing M.C.H. No. 5-4-187/3&4 (Part) admeasuring 1,130 Sq.ft of super built-up area on the ground floor, forming part of a bigger property known as Soham Mansion situated at Karbala Maidan, M.G. Road, Secunderabad – 500 003.

Vendor Purchaser :Mr. Satish Modi :Mrs. Bhopinder Kaur

Area

: 1,130 Sq. ft.

Undivided Share of Land

: 12.59 Sq. Yards.

Boundaries:

North by

Premises owned by Mahesh Desai & Others

South by

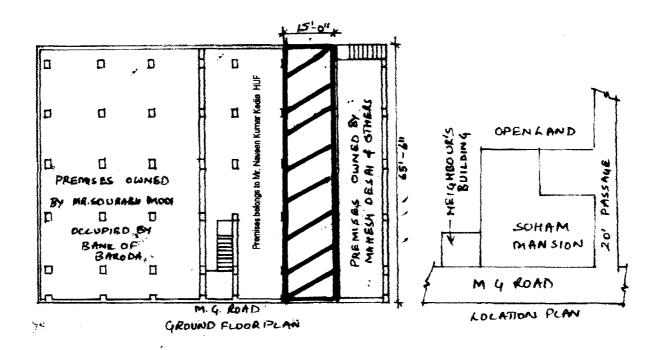
Premises owned by Mr. Naveen Kumar Kedia (HUF)

East by

MG Road

West by

Open Land and Parking space



Witnesses:

1.

VENDOR

2.

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PURCHASER