



11/12/95 - 6.49.00 = 10000

Solomon

- Kurp...  
S. Shyam Prasad

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to Satish Modi &

*[Signature]*  
MIRZA FIRASAT BAIG  
11/12/95

AGREEMENT OF SALE

THIS AGREEMENT OF SALE executed at Secunderabad on the 16th day of April 1995.

*[Signature]*  
16th day  
X Son

BY

SOHAM MODI, son of Satish Modi, aged about 25 years, occupation Business, resident of 1-8-179/3, Sarojini Devi Road, Secunderabad.

HEREINAFTER termed the SELLER which expression unless repugnant shall mean and include his heirs, successors, legal representatives, administrators and assigns of the ONE PART.

IN FAVOUR OF

MIRZA FIRASAT BAIG, son of Mirza Rafat Baig, aged about 41 years, occupation business, resident of Plot No.215-261, Kamlapuri Colony, Hyderabad.

HEREINAFTER termed as the PURCHASER which expression unless repugnant to the context shall include his successors, legal representatives, administrators and assigns on the OTHER PART.

X  
*[Signature]*

*[Signature]*

I. WHEREAS the SELLER is the absolute owner of a ground floor shop bearing M.No.1-10-72/2/3, in building known as "MODI HOUSE", admeasuring about 105 sft., together with the proportionate undivided share of land situated at Begumpet, Secunderabad, more particularly described in the schedule hereunder and hereinafter referred to as the SAID PREMISES.

II. WHEREAS the SELLER became the owner of the said premises in the following manner;

a. M/S. S. Maisiah and others were the original owners and possessors of land bearing survey No.41, Begumpet Village, Hyderabad Taluq, Hyderabad District, (within the municipal limits) by virtue of patta issued by the revenue department in their favour;

b. The said S. Maisiah and others sold the said land in favour of M.B.S. Purshottam by virtue of a registered sale deed, dated 9.7.1973, being document No.1477 of 1973 of Book No.I, Volume No. 277 at pages 269 and 270 of the Office of the Sub-Registrar, Marredpally, Secunderabad;

c. The said M.B.S. Purshottam entered into an agreement with Satish Modi for the development of the said land, admeasuring about 315 sq.mtrs., by virtue of an agreement dated 1.4.85;

d. The said Satish Modi had developed the said property and built structures on the ground floor, admeasuring 1580 sq.feet;

e. The said M.B.S. Purshottam and Satish Modi had jointly executed the sale deed, dated 24.7.1993, being document No.3530, of 1993, of Book No. I, Vol No. 1032, at pages 409 to 426 of the office of the Sub-Registrar, Vallabh Nagar.

III. WHEREAS the SELLER agreed to sell and the PURCHASER agreed to purchase the SAID PREMISES, in which the PURCHASER is presently in occupation as a tenant, for a total consideration of Rs. 4,25,000/- (Rupees Four Lakhs Twenty Five Thousand Only).

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

1. That in consideration of sum of Rs.4,25,000/- (Rupees Four Lakhs Twenty Five Thousand Only) to be paid by the PURCHASER to the SELLER, the SELLER agreed to sell the said property to the PURCHASER absolutely and forever.

2. The sale deed shall be executed by the SELLER in favour of the PURCHASER or his nominee or nominees after obtaining the necessary permissions from the various statutory authorities as required under the Law, after receiving the entire sale consideration.

*S. Maisiah*

*Satish Modi*

3. The PURCHASER shall pay the entire sale consideration within a period of one year of the date of execution of this agreement.

4. The SELLER hereby covenants with and assure the PURCHASER that the said property is absolutely free from all public and private demands, mortgages, charges, liens and the like also there are no legal impediments for its sale and there are no tax dues thereon. In the event of such demand of dues being found to exist the SELLERS shall forth with pay the same together with all expenses and costs.

5. The SELLERS shall be liable to pay all taxes, cesses, etc., in respect of the said property upto the date of registration of the sale deed.

6. The SELLERS have handedover all the original documents in respect of the said property, which are in their possession.

7. The PURCHASER shall be free to publish in any newspaper of his choice as regards the proposed sale.

8. The amount paid by the PURCHASER to the SELLER as deposit under the lease agreement dated 7.4.95 would be liable to be adjusted towards the sale consideration in respect of the said premises.

9. The stamp duty and registration charges shall be paid by the PURCHASER in respect of the said premises.

SCHEDULE OF PROPERTY

All that piece of land of sq. mtrs, together with super structure of 105 sq.ft., on the ground floor, situated at 1-10-72/2/3, Begumpet, Secunderabad- 500 016 and bounded as follows:

NORTH BY:- PUBLIC ROAD.  
SOUTH BY:- PART OF PREMISES NO. 1-10-72/2/3/A,  
EAST BY:- NEIGHBOURS PREMISES.  
WEST BY:- BEGUMPET MAIN ROAD.

In witness whereof the SELLER and the PURCHASER have executed this agreement of sale in the presence of the following witnesses.

WITNESSES:-

1. *Sansukh Mohi*

*Sansukh Mohi*  
SELLER

2. *Gajala Bai*

PURCHASER. *Gajala Bai*