



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L. G. Cleary
07AA 785335

Sl. No. 8732 Date 28-9-05 Rs. 100/-.
Sold to... S. SOHAM Modi
S/o... Satish Modi
For Whom... Self second,

LEELA C
STAMP
L. No: 1
S-4-76/A
SECUNDERABAD 500003

AGREEMENT OF SALE

This agreement of sale is made and executed on this the 28th day of September, 2005 at Secunderabad.

Shri A. Chinna Reddy, S/o. A. Asi Reddy, aged about 45 years, Occupation: Private Service, resident of 30-265/8/5/1, Old Safilguda, Hyderabad – 500 056, hereinafter referred to as the **VENDOR** which terms shall mean and include all his heirs, successors-in-interest, assigns, legal representatives, executors etc.

AND

Shri Soham Modi, S/o. Shri Satish Modi, aged about 35 years, Occupation: Business, resident of Plot No. 280, No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as **PURCHASER** which expressions shall include and mean all his heirs, successors, nominees, assignees, executants, administrators etc.

Soham Modi

A. Chinna Reddy

WITNESSETH:

A. The VENDOR is the absolute owner and peaceful possessor of the agricultural land admeasuring Ac.17.01 guntas in various Survey Nos. as given below, situated at Rampally Dayara, Keesara Mandal, Ranga Reddy District hereinafter referred to as Schedule Property.

Survey No	Acres	Guntas
621	1	09
622	1	14
623	1	15
624	1	19
625	2	17
633	2	02
634	2	10
635	0	38
638	2	02
639	1	35
Total Extent	17	01

B. Whereas the Vendor Purchased the Schedule Property under the following sale Deeds.

Sale Deed No	Date	Area
3116/2003	25.04.2003	Ac.3.17 guntas
4652/2003	21.06.2003	Ac.6.34 guntas
8797/2003	14.10.2003	Ac.6.30 guntas
Total		Ac.17.01 guntas

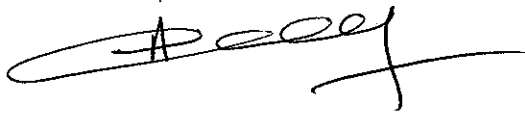
C. The Vendor in pursuance of proceedings of the Mandal Revenue Officer, Keesara Mandal, R.R. District in proceeding No. B/3729/2005 dated 22.09.2005 for mutation have been issued Patta Pass Book and Title Deed Books as under:

Name of the Pattedar	Pass Book No.	Title Book No.	Extent of Area
A. Chinna Reddy	1417	442535	Ac17.01 guntas

D. The Vendor herein has taken a loan from the State Bank of India, Personal Banking Division, S. P. Road, Secunderabad an amount of Rs.7,00,000/- (Rupees Seven Lakhs only) against mortgage of Sale Deed No. 3116/2003 dated 23.04.2003 for about Ac.3.17 guntas. The Vendor is liable to repay the said amount to the Bank.

E. WHEREAS the Purchaser approached the Vendor to sell the Scheduled Property, an agricultural land and the Vendor has agreed to sell the Scheduled Property to the Purchaser for consideration given under on the following terms and conditions:





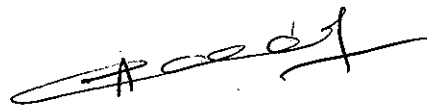
NOW THIS DEED FURTHER WITNESSETH AS FOLLOWS:

1. The Vendor has agreed to sell to the Purchaser the Schedule Property at the rate of **Rs.3,00,000/-** (Rupees Three Lakhs Only) per acre, subject to clause 4 given hereunder, as the total sale consideration for the Schedule Property.
2. That in pursuance of the agreement of sale the Purchaser paid an amount of **Rs. 5,00,000/-** (Rupees Five Lakhs Only) vide D.D No. 118893 dated 24.09.2005 drawn on HDFC Bank, S. D. Road, Secunderabad towards advance to the Vendor. The receipt of the same has been acknowledged by the Vendor on a separate stamped receipt.
3. The Vendor has requested the Purchaser to repay the loan taken by him against sale Deed No. 3116/2003 referred to above. The Purchaser has agreed to pay the bank provided that any payment made to the bank on behalf of the Vendor shall be deemed to be discharge of his liability to pay the Vendor the above referred sale consideration and that it shall be the sole responsibility of the Vendor to obtain appropriate approval from the Bank.
4. That the Vendor and Purchaser have mutually agreed that the balance consideration amount shall be paid within a period of 30 days from the date of production of the following documents.
 - i. Certified copies of pahanis, RORs and other proceeding or records from the revenue records clearly showing the flow of title from the original pattedar viz., Kishan Seth to the present owner as on date.
 - ii. Extract of P.T (Protected Tenant) register
 - iii. NOC from SBI, Personal Banking, S.P. Road, Secunderabad from conveying the property infavour of the Purchaser
 - iv. Affidavit from the major children of the pattedars mentioned in the sale deeds referred in the clause B above stating that they are aware of the transactions referred to in clause B above and they have no objection to the same
 - v. Original sale deed bearing No. 3116/2003 dated 25.04.2003 for Ac.3.17 guntas which is mortgaged to the State Bank of India, Personal Banking Division, S. P. Road, Secunderabad.

It is specifically agreed that the balance sale consideration shall be paid by the Purchaser to the Vendor only on completion of the above referred events.

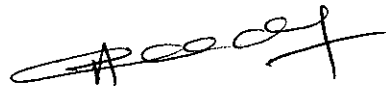
5. In the event of the Vendor failing to comply with the terms referred to in clause 3 & 4 given above , within 60 days from the date of this agreement, the Purchaser shall be at liberty to cancel this agreement of sale without any further notice to the Vendor and the consequences mentioned in clause 16 given below shall follow.
6. That the Vendor covenants that he is the possessor of the Schedule 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.
7. That the Vendor hereby declare that they have not entered into any agreement or executed any deed prior to this sale agreement. If any claim arises to the sellers hereby undertakes the responsibility to compensate in full value to the Purchaser or settle the matter.





8. The Vendor is responsible to clear off arrears of taxes charges levys, rates etc., if any that are due to payable in respect of schedule property as on date of delivery of possession of the schedule Property to the Purchaser.
9. That the Vendor hereby declare that in future the Purchaser shall be absolute owner thereof, the Vendor, neither his heirs, relatives nor any other person or persons do not have any right, title over the said Property.
10. That the Vendor covenants that the schedule property is free from all encumbrances (apart from the mortgage mentioned above) of any nature such as prior sales, exchanges, mortgages attachments etc. and it is free from arrears of taxes of any nature like income tax, property tax, non-agricultural assessment tax, etc. The Vendor shall pay taxes, levies, assessment outstanding due in respect of the Schedule Property to the concerned authorities upto the date of possession and thereafter it shall be borne by the Purchaser.
11. That the Vendor assures that there is no legal embargo for transfer of the Schedule Property in the name of the Purchaser or its nominee as the case may be and the Schedule Property is not an assigned land.
12. The Vendor specifically assures the Purchaser that the Vendor shall indemnify the Purchaser against any claims made by any third person on the scheduled property including claims made through the Vendor.
13. The Second Party is entitled to issue a public notice calling for objections if any, from the general public regarding sale.
14. The Purchaser has handed over the following documents to the Vendor on this day
 - a. Original Sale Deed No. 8797/2003 dated 14.10.2003
 - b. Original Sale Deed No.4652 /2003 dated 21.06.2003
 - c. Xerox copy of Sale Deed No. 3116/2003 dated 25.04.2003
 - d. Original Title Book No. 442535
 - e. Original Patta Pass Book No. 1417
15. The Second Party is entitled to cancel this agreement of sale in the following events:
 - a) In the event of any claim/objection received from any person in response to the public notice or otherwise, which the Second Party may deem to be a defect in the title of the scheduled property.
 - b) In the event of non submission of above said documents
16. In the event of cancellation of this Agreement of Sale the Vendor shall refund the advance amount of Rs. 5,00,000/- (Rupees Five Lakhs only) with in 7 (seven) days from the date of cancellation to the Purchaser and on refund of Rs.5,00,000/- the Purchaser shall return the original documents referred to in clause 14 above to the Vendor. The Vendor has given a post dated cheque for Rs. 5,00,000/- bearing No. 000504 drawn on The Hongkong and Shanghai Banking Corporation Limited Banjara Hills , Hyderabad to the Purchaser. . In the event of the Vendor not refunding the said amount to the Purchaser, the Purchaser shall be at liberty to deposit the above said post dated cheque of Rs.5,00,000/- and the Vendor agrees to honor the same





SCHEDULE OF PROPERTY

- 1) The agricultural land admeasuring Ac. 3.17 Guntas forming a portion of Survey Nos. 621,622,623,624,625,633,634,635,638 & 639, situated at Rampally Dayara, Keesara Mandal, Ranga Reddy district, Andhra Pradesh as per the details given under:

Survey No	Acres	Guntas
621	0	10
622	0	11
623	0	11
624	0	12
625	0	19
633	0	17
634	0	18
635	0	16
638	0	18
639	0	05
Total Extent	3	17

and bounded by:

North	Ag.Land of A.Kistaiah
South	Ag.Land of S. Srinu
East	Ag. Land of S.Kistaiah
West	Ag. Land of K.Yadaiah

- 2) Agricultural land admeasuring Ac. 6.34 Guntas forming a portion of Survey Nos. 621,622,623,624,625,633,634,635,638 & 639, situated at Rampally Dayara, Keesara Mandal, Ranga Reddy district, Andhra Pradesh

Survey No	Acres	Guntas
621	0	20
622	0	22
623	0	22
624	0	24
625	0	38
633	0	33
634	0	36
635	0	11
638	0	33
639	0	35
Total Extent	6	34

Sheela Mod.

A Reddy

and bounded by:

North	Ag.Land of A.Kistaiah
South	Ag.Land of S. Srinu
East	Ag. Land of S.Kistaiah
West	Ag. Land of K.Yadaiah

3) Agricultural land admeasuring Ac. 6.30 Guntas forming a portion of Survey Nos. 621,622,623,624,625,633,634,635,638 & 639, situated at Rampally Dayara, Keesara Mandal, Ranga Reddy district, Andhra Pradesh

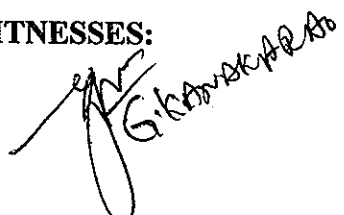
Survey No	Acres	Guntas
621	0	19
622	0	21
623	0	22
624	0	23
625	0	38
633	0	32
634	0	36
635	0	11
638	0	33
639	0	35
Total Extent	6	30

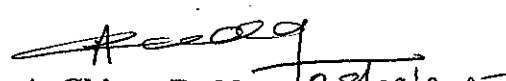
and bounded by:


North	Ag. Land of A. Balaraj
South	Ag. Land of S. Pentaiah
East	Ag. Land of S. Kistaiah
West	Ag. Land of R. Sanjeeva Reddy


IN WITNESSES WHEREOF this deed of agreement of sale is made and executed on this the day of 28/09/2005 at Secunderabad by the parties hereto in presence of the witnesses mentioned below:

WITNESSES:

1. 
G. K. SRINU


A. Chiana Reddy 28/09/2005
Vendor

2. 
(M. V. RAMANA MURTHY)

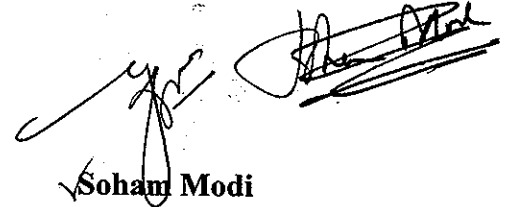

Soham Modi
Purchaser

RECEIPT

Received with thanks from **Shri. A. Chinna Reddy** S/o. Shri. A. Asi Reddy resident of 30-265/8/5/1, Old Safilguda, Hyderabad – 500 056 a sum of **Rs. 5,00,000/-** (Rupees Five Lakhs only) by way of cash towards refund of token advance against purchase of Ac.17.01 guntas of land forming a part of Sy. No. 621 to 625 and 637 to 639 of Rampally Dayara, Keesara Mandal, Ranga Reddy District.

Place: Secunderabad

Date: 30.11.2005



Soham Modi
S/o. Shri. Satish Modi
Plot No.280
Road No. 25
Jubilee Hills,
Hyderabad – 500 034.

Letter of Confirmation

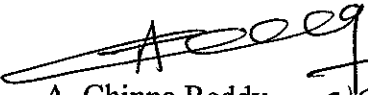
To
Shri. Soham Modi
Plot No.280
Road No. 25
Jubilee Hills,
Hyderabad – 500 034.

Dear Sir,

This is to confirm that the Agreement of Sale dated 28th September 2005 between Shri. Soham Modi and Shri. A. Chinna Reddy stands cancelled. I have refunded to you the token advance amount of Rs. 5,00,000/- (Rupees Five Lakhs only) and I have received all the concerned papers from you. I assure that I will return the Original copy of agreement of sale with in two days.

Place: Secunderabad

Date: 30.11.2005


A. Chinna Reddy
S/o. A. Asi Reddy
30-265/8/5/1, Old Safilguda,
Hyderabad – 500 056.

Y. S. R. MURTHY, Advocate
Off: 6-3-712/134, Punjagutta Colony,
Hyderabad -500 082. Phone: 23408670

19th October 2005.

To,
The Editor,
Deccan Chronicle,
S.D. Road,
Secunderabad.

Sub: Publication of Public Notice.

Dear Sir / Madam,

Please the publish Public Notice which is enclosed herewith in your newspaper in English on 20/10/05.

Thank You.

Y.S.R. MURTHY

Y. S. R. MURTHY, Advocate
Off: 6-3-712/134, Punjagutta Colony,
Hyderabad –500 082. Phone: 23408670

19th October 2005.

To,
The Editor,
Eenadu,
Kairatabad,
Hyderabad.

Sub: Publication of Public Notice.

Dear Sir / Madam,

Please the publish Public Notice which is enclosed herewith in your news paper in Telugu on 20/10/2005.

Thank You.

Y.S.R. MURTHY

Y. S. R. MURTHY, Advocate
Off: 6-3-712/134, Punjagutta Colony,
Hyderabad –500 082. Phone: 23408670

PUBLIC NOTICE

The members of the general public are hereby informed that my client is proposing to purchase agricultural land admeasuring Ac. 17-01 Gts. forming a part of Sy. Nos. 621 ,622, 623, 624, 625, 633, 634 ,635, 638 & 639 situated at Rampally Dayara, Keesara Mandal, Ranga Reddy District, which is more particularly described in Schedule annexed hereto from Sri A. Chinna Reddy S/o. Sri. A. Asi Reddy resident of 30-265/8/5/1, Old Safilguda, Hyderabad – 500 056. If any member of the general public has any right, title, claim or interest in respect of the said property, there are hereby called upon to furnish particulars of such claim along with copies of the documents etc., to the undersigned within a period of 7 days from the date of this publication, failing which my client shall proceed with the transaction and any subsequent objections will not be entertained.

SCHEDULE OF PROPERTY

All that agricultural land admeasuring Ac. 17- 01 Gts. in Sy. Nos. 621 ,622, 623, 624, 625, 633, 634 ,635, 638 & 639 situated at Rampally Dayara, Keesara Mandal, Ranga Reddy District, bounded by:

NORTH BY : Agricultural land belongs to A. Kistaiah & A. Balaraj
SOUTH BY : Agricultural land belongs to S. Srinu & S. Pentaiah
EAST BY : Agricultural land belongs to S. Kistaiah
WEST BY : Agricultural land belongs to K. Yadaiah & R. Sanjeeva
Reddy

Dt. 30.11.2005

From:

A. Chinna Reddy
S/o. A. Asi Reddy
30-265/8/5/1,
Old Safilguda,
Hyderabad – 500 056.

To:

Shri. Soham Modi
Plot No.280
Road No. 25, Jubilee Hills,
Hyderabad – 500 034.

Sub: Refund of token advance paid

Dear Mr. Soham Modi,

You have paid an advance of Rs. 5,00,000/- (Rupees Five Lakhs only) vide Banker's Cheque No. 118893 dated 24.09.2005 drawn on HDFC Bank, S. D. Road, Secunderabad as token advance for purchase of land in sy. No.621 to 625 & 637 to 639 of Rampally Dayara, Keesara Mandal, Ranga Reddy District.

As agreed between us the proposal to sell the land to you has been cancelled.

I am hereby refunding the token advance of Rs. 5,00,000/- (Rupees Five Lakhs only) by cash on this day.

Thanking You,
Yours Sincerely,


(A.C.Reddy)

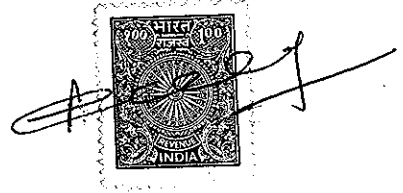
30/11/2005

RECEIPT

Received from Sri.Soham Modi a sum of Rs. **5,00,000/-**(Rupees Five Lakhs Only) vide Demand Draft number 118893 dated 24/09/2005 drawn on HDFC Bank, S.D.Road, Secunderabad towards token advance for sale of Ac 17-01 guntas forming a part of Sy.No 621 to 625 & 637 to 639 of Rampally Dayara, Keesara Mandal, R.R.Dist.

Place: Secunderabad

Date: 28/09/2005



A.Chinna Reddy

S/O.A.Asi Reddy

R/o. 30-265/8/5/1

Old Safilguda

Hyderabad – 500 056