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AE 355444

No. 26718 Date 09/11/2009  
 Sold to Kokilaben J. Kadakia  
 S. No. Late Jayanthilal M. Kadakia  
 For Whom Self

*(Signature)*  
**K SRINIVAS**  
 S.V.L.No.26/98, R.No.11/2009  
 CITY CIVIL COURT  
 SECUNDERABAD

**AGREEMENT OF SALE**

This Agreement of Sale is made and executed on this the 9<sup>th</sup> day of November 2009 at Secunderabad by and between:

**SMT. KOKILABEN J KADAKIA**, W/o. Late Shri Jayanthilal M Kadakia, aged about 75 years, Occupation: Housewife, R/o. H. No.5-2-223, Gokul Building, 3<sup>rd</sup> Floor, distillery Road, Secunderabad - 500 003, hereinafter referred to as the **VENDOR** which term shall mean and include all their executors, successors-in-interest, heirs, assignees, legal representatives, administrators, nominees, etc.

**IN FAVOUR OF**

**M/s. CACHE PERIPHERALS PVT. LTD.**, having its registered office at 3-6-98, West Marredpally Main Road, Secuderabad - 500 026, represented by its Directors,

1. Shri. G. Srinivas, S/o. Late Shri G. Mohan Rao, aged about 48 years, Occupation: Business, Resident of Door No. 3-2-246, Somasundaram Street, Secunderabad - 500003.
2. Shri. G. Ravinder, S/o. Late Shri G. Mohan Rao, aged about 46 years, Occupation: Business, Resident of Door No. 3-2-246, Somasundaram Street, Secunderabad - 500003
3. Shri. G. Sailesh, S/o. Late Shri G. Mohan Rao, aged about 44 years, Occupation: Business, Resident of Door No. 3-2-246, Somasundaram Street, Secunderabad - 500003

7 కిక్కిరింపులు వ. కడకా.

*(Signature)*

*(Signature)*

*(Signature)*

*(Signature)*

4. Shri. G. Karthik, S/o. Late Shri G. Mohan Rao, aged about 38 years, Occupation: Business, Resident of Door No. 3-2-246, Somasundaram Street, Secunderabad - 500003

hereinafter referred to as the PURCHASER which term shall mean and include all their executors, successors-in-interest, heirs, assignees, legal representatives, administrators, nominees, etc.

WHEREAS:

- A) Smt. Kokilaben Kadakia, the VENDOR herein became the absolute owner and possessor of land admeasuring 1,119.33 sq. yds forming a part of bungalow no. 205, in GLR Survey No. 622 situated at Tarbund, Secunderabad Cantonment having purchased the same from M/s. Ahura Holdings, a registered partnership firm by way of a sale deed bearing document no. 193/2005 dated 07.02.2005 registered at SRO Bowenpally, Secunderabad, herein after referred to as the Scheduled Property and more fully described in the schedule given here under.
- B) THE VENDOR approached the PURCHASER to sell the Scheduled Property and the PURCHASER has agreed to purchase the Scheduled Property for a total consideration of Rs. 2,40,00,000/- (Rupees Two Crores Forty Lakhs Only) on the terms and conditions given hereunder.

The parties hereto are desirous of reducing the terms and conditions of sale into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That the VENDOR has agreed to sell to the PURCHASER the Schedule Property for a total sale consideration of Rs. 2,40,00,000/- (Rupees Two Crores Forty Lakhs Only).
2. That in pursuance of the agreement of sale the PURCHASER paid an amount of Rs. 5,11,000/- (Rupees Five Lakhs Eleven Thousand Only) to the VENDOR, who hereby acknowledges the receipt of the same. The details of the advance paid are as follows:
  - a) Rs. 11,000/- by cheque no. 055623 dated 31.08.09, drawn on Vijaya Bank.
  - b) Rs. 5,00,000/- by cheque no. 445898 dated 26.10.09, drawn on Vijaya Bank.
3. The PURCHASER agrees to pay the balance consideration on or before 7<sup>th</sup> November 2009.
4. It is explicitly agreed that the PURCHASER shall pay the entire sale consideration under any circumstances without raising any objections on or before 7<sup>th</sup> November 2009.
5. The PURCHASER has examined the title and possession of the VENDOR with respect to the Scheduled Property and having satisfied themselves, shall not raise any objections on this count hereafter.
6. The PURCHASER has verified the extent of the Scheduled Property and having satisfied themselves shall not raise any objections on this count hereafter.
7. The VENDOR and PURCHASER agree that the time is the essence of the contract.

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श्री कोकिलबेन. व. कडकिया.

A. S. S.

E. R.

A. S. S.

G. Karthik

8. That the VENDOR covenants that she is the absolute owner and possessor of the Schedule Property and is entitled to deal with the said property and there is no legal embargo to alienate the Schedule Property and to transfer all the rights.
9. The VENDOR further covenants that Scheduled Property is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the VENDOR hereby gives warranty of title. If any claim is made by any person either claiming through the VENDOR or otherwise in respect of Scheduled Property it shall be the responsibility of the VENDOR alone to satisfy such claims. In the event the PURCHASER is put to any loss on account of defective title or on account of any claims on the Scheduled Property, the VENDOR shall indemnify the PURCHASER fully for such losses.
10. That the VENDOR shall execute and register sale deed or deeds either in favour of the PURCHASER or in favour of its nominees on receipt of the entire sale consideration.
11. The PURCHASER shall not be entitled to claim the possession of any portion of the Scheduled Property until such time the entire sale consideration is paid by the PURCHASER to the VENDOR and a sale deed/conveyance deed is executed in favour of the PURCHASER or its nominees.
12. The VENDOR shall not create any encumbrances over the Schedule Property nor shall she enter into any agreement of any nature in respect of the Schedule Property during the subsistence of this agreement. The VENDOR shall convey a free and marketable title to the PURCHASER or its nominee in respect of the said Schedule Property.
13. The VENDOR shall pay all taxes, rates or charges payable in respect of the Schedule Property upto the date of this agreement.
14. In the event of non-payment of the entire sale consideration on or before 7<sup>th</sup> November 2009, this agreement shall ipso facto stand cancelled. In such an event of cancellation consequences mentioned in clause 15 below shall follow.
15. It is further agreed that till full and final payment is made, neither the PURCHASER nor persons claiming through the PURCHASER shall have any right over the Scheduled Property. In particular it is agreed that in event of any cancellation or termination of this agreement the PURCHASER and all persons claiming by/through under the PURCHASER shall not be entitled to make any claim of whatsoever nature against the Scheduled Property or the VENDOR. Further all payments made by the PURCHASER to the VENDOR shall stand forfeited.
16. If the sale is not completed due to any default on the part of the VENDOR, she shall refund all amounts paid by the PURCHASER along with interest charges calculated at the rate of 18% per annum.
17. The VENDOR and the PURCHASER hereby undertake to register this agreement of sale as and when called upon by either of the parties to do so. The expenses of stamp duty and registration charges of this agreement, sale deed or deeds and all other incidental expenses shall be borne by the PURCHASER in full.

1. सोनीलाजेन. 8. 555124.

A. Singh

R. N.

R. N.

R. N.

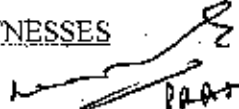
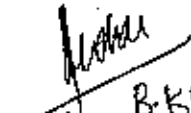
**SCHEDULE OF THE PROPERTY**

All that part and parcel of land admeasuring about 1,119.33 sq yds forming a part of bungalow no. 205, in GLR Survey No. 622 situated at Tarbundi, Secunderabad Cantonment and bounded by:

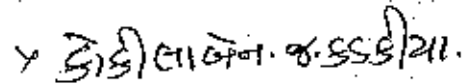
North	30' Road
South	Neighbour's plot
East	Neighbour's plot
West	Plot Belonging to Smt. Usha L Sanghani

IN WITNESSES WHEREOF this agreement of sale is made and executed on this the 26<sup>th</sup> day of October 2009 at Secunderabad by the parties hereto in presence of the witnesses mentioned below:

WITNESSES

1.   
RAJESH MODI
2.   
B. KEDHAR.


KOKILABEN KADAKIA


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(VENDOR)

for CACHE PERIPHERALS (P) LTD

  
G. SRINIVAS

  
G. RAVINDER

  
G. SAILESH

  
G. KARTHIK  
(PURCHASER)