

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

K 287947

Partner

Date: 03-07-2008

26,726 Serial No :

Purchased By :

G. VENKATESH

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For Whom:

MODI & MODI CONSTRUCTIONS

CalG Office, Hyd

<u>AGREEMENT OF SALE CUM GENERAL POWER OF ATTORNEY</u> WITH POSSESSION

This Agreement of Sale cum General Power of Attorney is made and executed on this the 5th day of July 2008 at Hyderabad by and between:

Shri. Cheera Ramachandraiah alias Cheera Ramachander, S/o. Shri Cheera Pentaiah, aged afout 57 years. Occupation: Agriculture, R/o. Rampally Village, Keesara Mandal, Ranga Reddy District, hereinafter referred to as the VENDOR.

- 1, Shri. Cheera Narsimha, S/o. Shri Cheera Pentaiah, aged about 47 years, Occupation: Agriculture, R/o. Rampally Village, Keesara Mandal, Ranga Reddy District.
- 2 Cheera Anjaneyulu, S/o. Cheera Ramchandraiah, aged about 22 years, Occupation: Private Employee, R/o. Rampally Village, Keesara Mandal, Ranga Reddy District.

3. Cheera Srihari, S/o. Cheera Narsimha, aged about 23 years, Occupation: Private Employee, R/o. Rampally Village, Keesara Mandal, Ranga Reddy District MODI CONSTRUCT

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M/S. MODI & MODI CONSTRUCTIONS, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner Mr. Soham Modi, son of Sri Satish Modi, aged about 38 years, occupation: Business, residing at Plot No. 280, Road No. 25, Jubilee hills, Hyderabad, , hereinafter referred to as the PURCHASER.

The term VENDOR, CONSENTING PATRY and the PURCHASER referred to above shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.

WHEREAS:

- A) Shri Mangali Narsimha, S/o. Mangali Anjaih was the original pattedar of agricultural land admeasuring about Ac. 10-01 Gts., in survey no. 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District having purchased the same in a Government auction in the year 1952.
- B) Shri Mangali Narsimha, S/o. Mangali Anjaih sold the above said land to Shri Panchamdas Mahant, S/o. Gulabdas Mahant vide sale deed bearing document no. 1581/1978 dated 30.08.1978 registered at the SRO, Medchal.
- C) Shri Panchamdas Mahant, S/o. Gulabdas Mahant in turn sold the same land to Shri Cheera Yellaiah, Shri Cheera Ramachandraiah (the Vendor herein) and Shri Cheera Narsimha (the Consenting Party No. 1 herein) all sons of Shri Cheera Pentiah vide sale deed bearing document no. 6278/1985 dated 04.09.1985 registered at the District Registrars Office, Ranga Reddy District.
- D) The names of Shri Cheera Yellaiah, Shri Cheera Ramachandraiah and Shri. Cheera Narsimha were mutated in the revenue records vide proceeding no. B/514/88 dated 18.8.1988. Patta passbooks and title books were issued in their favour by the MRO Keesara Mandal, the details of which are given below:

S.No.	Name of Pattedar	Passbook no.	Titlebook	Extent
			no.	Sy. No.100/2
1.	Cheera Ramchandraiah	129986	51592	Ac. 3-14 Gts.,
2.	Cheera Yellaiah	129987	51594	Ac. 3-14 Gts.,
3.	Cheera Narsimha	129985	51599	Ac. 3-13 Gts

Shri Cheera Ramachandraiah sold a portion of land owned by him admeasuring about Ac 0-09 Gts, in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District to Shri. N. Suresh Kumar vide sale deed bearing document no. 2112/06 dated 08.02.2006 registered at SRO Shamirpet.

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- F) Shri Cheera Ramchandraiah further sold a portion of land admeasuring about Ac. 1-00 Gts, in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District to the PURCHASER vide Agreement of Sale cum GPA bearing document no. 3595/08 dated 24.05.2008 registered at SRO Keesara, R. R. Dist.
- G) By virtue of the above referred documents, recitals and records, the VENDOR is the absolute owner, possessor and in peaceful enjoyment of land admeasuring about Ac. 2-05 Gts., in survey no. 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District.
- H) The VENDOR approached the PURCHASER to sell the above referred land admeasuring about Ac. 2-05 Gts., in survey no. 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District hereinafter referred to as the Scheduled Land, which is more fully described in the schedule given herein and the PURCHASER has agreed to purchase the Scheduled Land for a total consideration of Rs.1,00,00,000/- (Rupees One Crore only) on the terms and conditions given hereunder.
- I) CONSENTING PARTY No. 1 is the brother of the VENDOR, Consenting Party No. 2 is the son of the VENDOR and CONSENTING PARTY No.3 is the son of CONSENTING PARTY No. 1. At the request of the PURCHASER the CONSENTING PARTIES have agreed to join in executing this agreement to ensure and assure perfect legal title to the PURCHASER. The CONSENTING PARTIES have assured the PURCHASER that they do not have any right, title or interest of whatsoever nature in the Scheduled Land.
- J) The VENDOR has agreed to execute this 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. In pursuance of this Agreement of Sale Cum General Power of Attorney the PURCHASER has on this day paid the entire consideration amount of Rs.1,00,00,000/- (Rupees One Crore only) as per details given below, towards sale consideration to the VENDOR, and the receipt of which is hereby admitted and acknowledged by the VENDOR.
 - a) A sum of Rs. 20,00,000/- paid by way of payorder no.141676 dated 03.07.2008 drawn on HDFC Bank, S. D. Road Branch, Secunderabad.
 - b) A sum of Rs. 20,00,000/- paid by way of payorder no.141677 dated 03.07.2008 drawn on HDFC Bank, S. D. Road Branch, Secunderabad.
 - c) A sum of Rs. 20,00,000/- paid by way of payorder no.141678 dated 03.07.2008 drawn on HDFC Bank, S. D. Road Branch, Secunderabad.
 - d) A sum of Rs. 20,00,000/- paid by way of payorder no.141679 dated 03.07.2008 drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

e) A sum of Rs. 20,00,000/- paid by way of payorder no.141680 dated 03.07.2008 drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

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- 2. The VENDOR covenants that he is the absolute possessor of the Scheduled Land and are entitled to deal with the said property and there is no legal embargo to alienate the Scheduled Land and to transfer all the rights.
- 3. The VENDOR hereby covenants that the Scheduled Land is the absolute property belonging to the VENDOR herein alone and he is the absolute owner of the same and no other person other than the VENDOR has any right, title or interest in respect of the Scheduled Land or any portion thereof. There are no protected tenants in respect of Scheduled Land and as such there is no encumbrance or any impediment on the ownership and enjoyment of Scheduled Land by the VENDOR herein above mentioned.
- 4. The VENDOR further covenants that Scheduled Land is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the VENDOR hereby gives warranty of title. The VENDOR hereby declare that he has not entered into any agreement or executed any deed prior to this deed with respect to the Scheduled Land. If any claim is made by and person either claiming through the VENDOR or otherwise in respect of Scheduled Land it shall be the responsibility of the VENDOR alone to satisfy such claims. In the event of PURCHASER is put to any loss on account of defective title or on account of any claims on the Scheduled Land, the VENDOR shall indemnify the PURCHASER fully for such losses.
- 5. The VENDOR hereby further covenants that there are no rights of any third party relating to any easements, right of way, etc. in respect of Scheduled Land.
- 6. The VENDOR hereby agrees and bind himself 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 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.
- 7. The VENDOR is responsible to clear arrears of taxes charges, levies, rates etc., if any, that are due to payable in respect of Scheduled Land as on date of delivery of possession of the Scheduled Land to the PURCHASER.
- 8. The vacant possession of the Scheduled Land has been handed over to the PURCHASER by the VENDOR on this day.
- 9. 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.

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- 10. The VENDOR in pursuance of this agreement has agreed to execute a General Power of Attorney in favour of the PURCHASER.
- 11. This Agreement of Sale cum General Power of Attorney shall be an irrevocable agreement.
- 12. The VENDOR hereby authorize the said PRUCHASER 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 they may deem reasonable at their 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.
- 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 VEDNOR 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 themselves would do if personally present.

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- i) The VENDOR for themselves, 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.
- j) To develop such land and undertake such works related to real estate development such as construction of building /apartments, creation of common amenities, roads, street lights, drainage system, parks, etc.
- k) To execute and apply for electricity connections, water connections, drainage connections, change of land use, sanctions/permits for construction to the appropriate authority and to make such necessary payments in the name of the VENDOR.
- 13. 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.
- 14. The VENDOR further declares that the Scheduled Land is not attracted by the provisions of A.P. Land Reforms (Ceiling on Agricultural Holdings) Act 1 of 1973.

15. Stamp duty and Registration amount of Rs. 1,02,000/- paid by way of Challan No. 2/6758 dated 05.07.2008 drawn on State Bank of Hyderabad, Keesara Branch, R. R. District.

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For MODI & MODI CONSTRUCTIONS

Partner

Page 6

SCHEDULE OF LAND

All that part and parcel of agricultural land admeasuring about Ac. 2-05 Gts. in Sy. No. 100/2, situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan enclosed herein and bounded by:

North

HUDA Layout

South

Land belonging to the purchaser in Sy. No. 100/2 Land belonging to the purchaser in Sy. No. 100/2

East West

Neighbours land

WITNESSES WHEREOF VENDOR. CONSENTING **PARTIES** In the the PURCHASER have affixed their signatures on this agreement of Sale cum General Power of Attorney on the day, the month and year above mentioned at Hyderabad in presence of the witnesses mentioned below:

Shri. Cheera Ramachandraiah

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Cheera Narsimha Consenting Party No.1 ch. Ansomeguia

Cheera Anjaneyulu Consenting Party No.2 Cheera Srihari Consenting Party No. 3

For MODIL & MO

Soham Modi Purchaser

1. Kasinath Yadav,

S/o. Shri. P. Balaiah,

R/o. Plot No. HIG A-55A,

Dr. A. S. Rao Nagar,

Kapra, Hyderabad - 500 062.

K. J. N. 5 Comm

2. K. Laxminarayana, S/o. Sri Venkata Reddy, R/o. Plot No. 109, Shivani Enclave, Tirumala Nagar, Meerpet, Moula Ali, Hyderabad - 500 040.

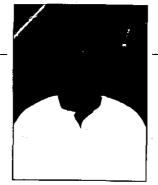
3. Prabhakar Reddy S/o. Sri K. Padma Reddy, R/o. H.No. 2-3-64/10//24, Jaiswal Colony, Amberpet, Hyderabad – 500 013.

REGISTRATION PLAN	SHOWING AGRICULTURAL LAND
IN SPAJEY NOS.	100/2
	RAMPALLY VILLAGE, KEESARA MANDAL, R.R. DIST.
VENDORS:	SHRI. CHEERA RAMACHANDRAIAH, SON OF SHRI CHEERA PENTAIAH
CONSENTING PARITES	SHRI CHEERA NARSIMHA, SON OF SHRI CHEERA PENTAIAH & OTHERS
PURCHASER	M/S. MODI & MODI CONSTRUCTIONS REPRESENTED BY ITS PARTNER
	SHRI SOHAM MODI, SON OF SHRI SATISH MODI
REFERENCE: AREA: Ac. 2-05 GTS	SCALE: INCL: EXCL: SQ. YDS. SQ. MTRS.
	HBOUR'S LAND AC 2-05 GTS LAND BELONGING TO THE PURCHASER IN SY NO. 100/2 AC 3-13 GTS BALANCE LAND IN SY NO. 100/2 AC 3-14 GTS YILLAGE BOUNDARY OF YAMNAMPET VILAGE SY NO. 100/1
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WITNESSES:	Charles Signature of the vendor Charles
1. 1/1009 2. K. L. N. Jugor	FOR MODI & MODI CONSTRUCTIONS TO THE PURCHASER
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)



NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



SHRI. CHEERA RAMACHANDRAIAH, ALIAS CHEERA RAMACHANDER, S/O. SHRI CHEERA PENTAIAH, R/O. RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.

CONSENTING PARTIES:

- 1. CHEERA NARSIMHA, S/O. SHRI CHEERA PENTAIAH, R/O. RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.
- 2. CHEERA ANJANEYULU, S/O. CHEERA RAMCHANDRAIAH, R/O. RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.
- 3. CHEERA SRIHARI, S/O. CHEERA NARSIMHA, R/O. RAMPALLY VILLAGE. KEESARA MANDAL, RANGA REDDY DISTRICT.

PURCHASER:

M/S. MODI & MODI CONSTRUCTIONS HAVING ITS OFFICE AT 5-4-187/3 & 4 2ND FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD -003 REP. BY ITS PARTNER SHRI, SOHAM MODI S/O, SHRI, SATISH MODI



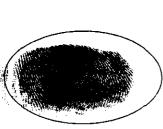














SIGNATURE OF WITNESSES:

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FOR MODE & MODE CONSTRUCTIONS

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Family Members Details

S.No	Name	Relation	Date of Birth	Age
2	Mallamma	Wife		35
3	Anjaneyulu	Son		19



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12/07/2006 జారిచేయు తేది - ఎమ్.ఆర్ .ఒ / ఎ .ఎన్ .ఒ

HOUSEHOLD CARD

: WAP151100100285 Card No

F.P Shop No

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Name of Head of : Cheera Ramachandar

Househol**d**

ಎಂಬಯ್ಯ తండ్రి/భర్త పేరు Father/ Husband name: Pentaiah

තුළූනම්ධ/Date of Birth:

_{వయస్సు}/Age

: Daily wage earner து g /Occupation

: 5-3-135 _{කරේ. බීර.}/House No. : RAMPALLY విధ /Street RAMPALLY Colony

Hamlet Village/Thanda: రాంపల్లి/Rampally

: రాంపల్ల/ Rampally Rev. Village

: కేసర / Keesara Mandal

: ত০াশত বুঁ / Ranga Reddy ಜಲ್ಲ್ /District

Annual Income (Rs.): 13,000 LPG Consumer No. : No Cylinder

THE REPORT OF THE PROPERTY OF



Family Members Details

S.No	Name	Relation	Date of Birth	Age
2	Laxmi	Wife		28
3	Srihari	Son		15
4	Manjula	Daughter		12
5	Rajashakar	Son		5



Mandal Revenue-Office Eccsara Mandal. R. R. Dist.

HOUSEHOLD CARD

Card No F.P Shop No

ಪರು

Name of Head of

: Chira.Narsimha

Household

ಕಂಡಿ/ಭರ್ತ ಕೆುರು Father/ Husband name: Pentaiah

තුළූීනම්ධ/Date of Birth :

: 30

వయస్సు Age వృత్తి /Occupation

: Daily wage earner

ಇಂಟಿ.ನಂ/House No. : 5-3-1

వ్ర /Street

Rampally

Colony

: Rampally

Village

: თანტ/ Rampally

Mandal

: \$56 / Keesara

ಜಿಲ್ಲ್ /District

් රගත්වලී / Ranga Reddy

Annual Income (Rs.): 12,000

LPG Consumer No.

027758/(Deepam)

LPG Dealer Name

: MS ESWARA GAS AGENCY GH

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18-10-1969

STATIONS PRINTS

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हैदगऋद 500,004.

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िकार्य Commissionस वर्ष केम्प्रकाल-स्वर

Aayakar Bhasan.

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Hyderabad - 560 (904).

For MODI & MODI CONSTRUCTIONS

Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 005663/2008 of SRO: 1530(KEESARA)

05/07/2008 15:47:53

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2	Manual Enclosure	Manual Enclosure	(CL) M/S.MODI & MODI CONSTRUCTIONS MG ROADSEC-BAD	
3	OHE WAS A STATE OF THE STATE OF	OCHIPZON LANGULAND AROP (***) CHIPERA	(EX) CHEERA RAMCHANDRAIAH @ CHEERA RAMCHANDER R/O.RAMPALLY VILLAGE KEESARAMANDAL,R.R.DIS T	
4	***************************************	OCHEO DE MASSELLI (2001-2008-5663).	(EX) CHEERA NARSIMHA R/O.RAMPALLY VILLAGE KEESARAMANDAL,R.R.DIS T	C S 5,0
5		Called And And Called Control of the Called	(EX) CHEERA ANJANEYULU R/O.RAMPALLY VILLAGE KEESARAMANDAL,R.R.DIS T	ch-Amsaney

Witness Signatures Operator Signature

Subregistrar Signature

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Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 005663/2008 of SRO: 1530(KEESARA)

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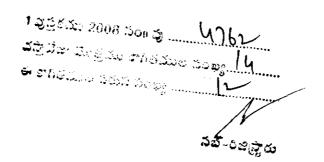
Witness Signatures Operator Signature

Subregistrar Signature

K. J. M. Layer















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డస్తావేజు మొక్కము కాగితముల సంఖ్య 14.....

సత్కరిజిస్ట్రారు

THE SEAL OF THE SUBHEGISTRAP OF KEESARA





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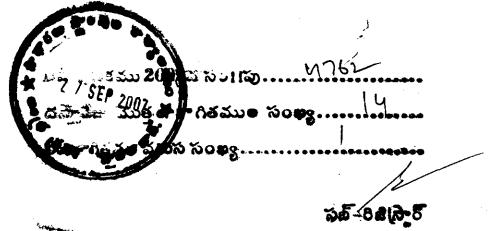
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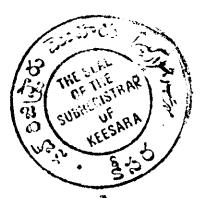


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والأراث المناكة المنادين

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