

भारतीय गैर न्यायिक

पचास  
रुपये  
रु. 50



FIFTY  
RUPEES  
Rs. 50

INDIA NON JUDICIAL

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

NO. 829 23 h 68 50  
Saham Modi  
Santika Modi  
Santika

See

LEELA G CHIMALGI  
STAMP VENDOR  
N. 12/2007  
5-4-76/A, Cellar Ranigunj  
SECUNDERABAD-500 003

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 18<sup>th</sup> day of March 2008 at Secunderabad by and between:

1. Sri. K. Laxminarayana, S/o. Sri Venkata Reddy, aged about 36 years, Occupation: Employee - AP Transco, resident of Plot No. 109, Shivani Enclave, Tirumala Nagar, Meerpeta, Moula Ali, Hyderabad - 500 040.
2. Sri. P. Kashinath Yadav, S/o. Shri. P. Balaiah, aged 37 years Occupation: Business, resident of Plot No. HIG A-55A, Dr. A. S. Rao Nagar, Kapra, Hyderabad - 500 062.
3. Smt. K. Anuradha, W/o. Shri. K. Laxminarayana, aged 27 years, Occupation: Housewife, resident of Plot No. 108, Shivani Enclave, Tirumala Nagar, Meerpeta, Moula Ali, Hyderabad - 500 040.
4. Smt. Pulapalli Sony Yadav, W/o. Shri P. Kasinath Yadav, age 26 years, Occupation: Housewife, resident of Plot No. HIG A-55A, Dr. A. S. Rao Nagar, Kapra, Hyderabad - 500 062.

1 K. Laxminarayana

3 K. Anuradha

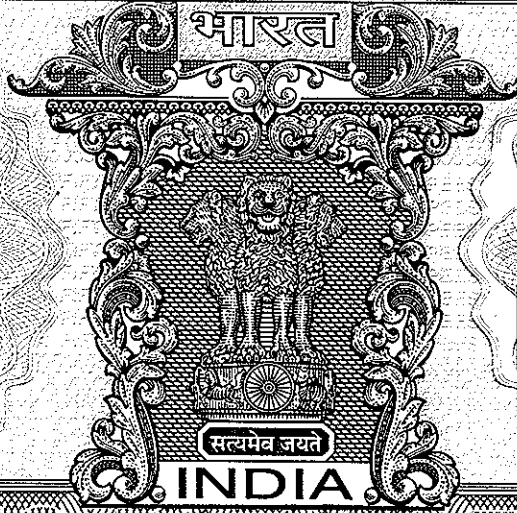
2 [Signature]

4 Sony

[Signature]

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23/1/08 50:-  
Soham Modi  
Satish Modi  
S. J.

300

L. G. Chimalgi  
105443  
LEELA G CHIMALGI  
STAMP VENDOR  
N. 12/2007  
5-4-76/A, Central Rangunji  
SECUNDERABAD-500 003

Hereinafter collectively referred to as the VENDORS and severally as Vendor No 1 and Vendor No. 2, Vendor No. 3 & Vendor No. 4 respectively, which term shall mean and include their heirs, legal representatives, administrators, executors, successor-in-interest, assignee, nominees, etc.

IN FAVOUR OF

M/s. Modi & Modi Constructions, a registered partnership firm having its office at 5-4-187/3 & 4, third 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, hereinafter referred to as the PURCHASER which term shall mean and include all their 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 an Government auction dated 21.1.1952.
- B) Shri Mangali Narsimha, S/o. Mangali Anjaih sold the above said land to Shri Panchamdas Mahanth, S/o. Gulbadas vide sale deed bearing document no. 1581/1978 dated 30.08.1978 registered at SRO Medchal.

1 K. N. N. N. N.

3 K. Anuvadha

2 [Signature]

4 [Signature]

[Signature]

- C) Shri Panchamdas Mahanth, S/o. Gulbadas inturn sold the same land to Mr. Chira Yellaiah, Mr. Chira Ramachandraia and Mr. Chira Narsimha all sons of Chira 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 Chira Yellaiah, Shri Chira Ramachandraia and Mr. Chira 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 no.	Extent Sy. No.100/2
1.	Chira Ramchandraiah	129986	51592	Ac. 3-14 Gts.,
2.	Chira Yellaiah	129987	51594	Ac. 3-14 Gts.,
3.	Chihra Narsimha	129985	51599	Ac. 3-13 Gts

- E) Shri Chira Ramachandraiah sold a portation of land owned by him admeasuring about Ac 0-09 Gts., 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.
- F) Shri Chira Yellaiah sold a portion of the land owned by him through his registered general power of attorney holder Mr. Laxmi Narayana (GPA registered as doc no. 4557 dated 21.07.2005 at SRO Shamirpet), admeasuring about Ac. 2-27 ¼ Gts., to Ms. Anuradha vide sale deed bearing document no. 9148/05 dated 19.12.2005 registered at SRO Shamirpet. Ms. Anuradha has in turn sold the Ac. 2-27 ¼ Gts., to M/s. Matrix Constructions vide sale deed bearing no. 278/06 dated 06.01.2006 registered at SRO Shamirpet. M/s. Matrix Construction a registered partnership firm (firm registration no. 2355 of 2005 ) sold the said land admeasuring Ac. 2-27 ¼ Gts., to B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy vide sale deed bearing document no. 15475/06 dated 18.10.2006 registered at SRO Shamirpet.
- G) Shri Chira Yelliah sold another portion of the land owned by him through his registered general power of attorney holder Mr. R. Rajendra Singh(GPA registered as doc no. 4556 dated 21.07.2005 at SRO Shamirpet) admeasuring about Ac. 0-26 ¾ Gts., to Mr. L. Gridhar Rao vide sale deed bearing document no. 279/06 dated 06.01.2006 registered at SRO Shamirpet. Mr. L. Gridhar Rao has in turn sold Ac. 0-26 ¾ Gts., to B.B. Naidu K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy vide sale deed bearing no. 15476/06 dated 18.1.2006 registered at SRO Shamirpet.
- H) As per the proceedings of the MRO bearing nos. 5016 & 5017 dated 05.01.2007 & 11.1.2007, the names of B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy were mutated in the revenue records. Pahanis for the year 2006/07 reflect the name of B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy as owners and possessors of land admeasuring about Ac. 3-14 Gts. in survey no. 100/2 Rampally Village, Keesara Mandal, Ranga Reddy District. Patta Passbook and title book have been issued in favour of B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy by the Mandal Revenue Office, Keesara Mandal, R.R. District as per the details given below:

1 K-2. N. Satyanarayana

3 K-Anuradha



2 P. Gridhar Rao

4 B.B. Naidu

S.No.	Name of Pattedar	Patta & Passbook no.	Titlebook no.	Extent Sy. No.100/2
1.	K. Narsimha Reddy	1539 & 488553	488553	Ac. 0-34.5 Gts.,
2.	K. Madhusudhan Reddy	1537 & 48857	488557	Ac. 0-34.5Gts.
3.	V. Sathya narayana	1536 & 48852	488552	Ac. 0-34.5Gts.
4.	B.B. Naidu	1538 & 48856	488556	Ac. 0-34.5Gts.

- I) The VENDORS herein have entered into an oral agreement purchase of Ac. 9-32 Gts., in Sy. No. 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District from its original owners namely Chirra Narsimha , Chirra Ramchandraiah, B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna and K. Narsimha Reddy.
- J) By virtue of the above referred documents, recitals and records, the VENDORS are sufficiently entitled to sell about Ac. 9-32 Gts., in survey no. 100/2 Rampally Village, Keesara Mandal, Ranga Reddy District, hereinafter referred to as the Scheduled Property, which is more fully described in the schedule given herein.
- K) 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. 7,15,40,000/- ( Rupees Seven Crores Fifteen Lakhs Forty Thousand 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:

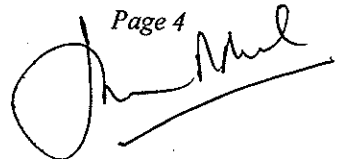
1. That the VENDORS have agreed to sell to the PURCHASER the Schedule Property for a total sale consideration calculated at the rate of Rs. 73,00,000/- ( Rupees Seventy Three Lakhs Only) per acre subject to clause 10 given hereunder.
2. That in pursuance of the agreement of sale the PURCHASER paid an amount of Rs. 10,00,000/- ( Rupees Ten Lakhs only) to the VENDORS, who having received the same and acknowledged in a separate stamped receipt. The details of advance paid are as follows:
  - a) Sum of Rs. 50,000/- by cash to Vendor No. 1.
  - b) Sum of Rs. 50,000/- by cash to Vendor No. 2.
  - c) Sum of Rs. 4,50,000/- by cheque no. 032803, dated 06.02.08 drawn on HDFC Bank to Vendor No. 1.
  - d) Sum of Rs. 4,50,000/- by cheque no. 032804, dated 06.02.08 drawn on HDFC Bank to Vendor No. 2.
3. The VENDORS hereby jointly and severally declare that the receipt of sale consideration by any one of the VENDORS shall be deemed to have been received for and on behalf of all the VENDORS. It is further declared that the disbursement of the sale proceeds amongst the VENDORS of the Scheduled Property shall be an internal matter and arrangement amongst themselves and they shall not raise any claim/objection as to distribution of the sale proceeds amongst themselves. Any payment made to the VENDORS or the original pattedars namely Chirra Ramchandraiah, Chirra Yellaiah, Chirra Narsimha, B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna and K. Narsimha Reddy, at the request of the VENDORS shall be deemed to be payment made to the VENDORS. Similarly any payment made to any third party at the request of the VENDORS shall be deemed to be payment made to the VENDORS by the PURCHASER.

1 K. Narsimha Reddy

3 K. Anuradha

2 P. Sathya Narayana

4 B.B. Naidu

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4. That the VENDORS and PURCHASER have mutually agreed that the payments of installments shall become due as per the details given in Clause 3 above subject to the completion of the following events:
- (i) The VENDORS undertakes to conduct the Panchanama and survey through the MRO's Office demarcating the exact area of land forming the Scheduled Property.
  - (ii) The VENDORS shall permit the PURCHASER to raise Kadis & barb wire along the boundary of the Scheduled Property to clearly demarcate the Scheduled Property after obtaining the Survey and Panchanama report from the MRO's Office referred above.
  - (iii) The PURCHASER is entitled to issue a public notice within 30 days of this Agreement calling for objections, if any, from the general public regarding the proposed sale.
  - (iv) The VENDOR shall clear all dues, if any, that may be payable to any bank or financial institution that may have been obtained against the Scheduled Property and obtain an NOC from the said bank/institution for the same.

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

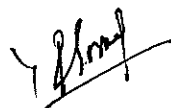
5. That the VENDORS covenants that they are the possessors of the Schedule Property and entitled to deal with the said property and there is no legal embargo to alienate the Schedule Property and to transfer all the rights.
6. The VENDORS hereby covenant that the Scheduled Property is the absolute property belonging to Chrira Narsimha, Chrira Ramchandraiah, B.B. Naidu K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy and they alone are the absolute owners of the same and no other person other than them have any right, title or interest in respect of the Scheduled Property or any portion thereof. There are no protected tenants in respect of the Scheduled Property and as such there is no encumbrance or any impediment on the ownership and enjoyment of Scheduled Property by the VENDORS herein above mentioned.
7. The VENDORS hereby declare and covenant that Chrira Narsimha, Chrira Ramchandraiah, B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy are the true and lawful pattedars of the Scheduled Property. The VENDORS collectively and severally hereby covenant that no other person(s) other than the Chrira Narsimha, Chrira Ramchandraiah, B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy have any right, title or interest in respect of the Scheduled Property or any portion thereof and as such there is no encumbrance or any impediment on the ownership and enjoyment of Scheduled Property by the VENDORS and none of their heirs shall have any manner of right or title over the Scheduled Property and they shall have not objection for the sale of the Scheduled Property to the PURCHASER.
8. The VENDORS further covenant that Scheduled Property is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the VENDORS hereby give warranty of title. The VENDOR hereby declare that they have not entered into any agreement or executed any deed prior to this deed with respect to the Scheduled Property. If any claim is made by and person either claiming through the VENDORS or otherwise in respect of Scheduled Property it shall be the responsibility of the VENDORS 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 Property, the VENDORS shall indemnify the PURCHASER fully for such losses.

1 K. N. Jayaram

3 K. Anuradha



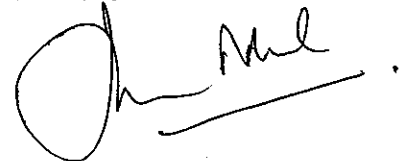
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9. The VENDORS hereby further covenant that there are no rights of any third party relating to any easements, right of way, etc. in respect of Scheduled Property.
10. The VENDORS hereby covenant that the VENDORS have paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Property payable as on the date of this agreement of sale. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the VENDORS to clear the same.
11. That the VENDORS shall submit an application to the Mandal Revenue Officer, Keesara Mandal, to get the Scheduled Property surveyed to fix up the boundary stones in presence of the PURCHASER in order to assure the PURCHASER the actual extent available at the site and to show the boundaries of the schedule property and the total consideration calculated at the rate of per acre will be arrived based on the land available at the site or calculated on the document area of Ac. 9-32 Gts., whichever is lesser. It is specifically agreed that the VENDORS shall clearly demarcate the portion of Survey No. 100/2 being sold to the PURCHASER.
12. That the VENDORS shall ensure that Chrira Narsimha, Chrira Ramchandraiah, B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy shall execute and register sale deed or deeds / Agreement of Sale cum GPA either in favour of the PURCHASER or in favour of its nominees on receipt of the agreed consideration. It is hereby agreed that the PURCHASER shall be entitled for registration in such parts for the area of Scheduled Property calculated at the rate of Rs. 73,00,000/- (Rupees Seventy Three Lakhs only) per acre for the sale consideration received by the VENDORS from time to time. For the purposes of registration in parts, as stipulated herein, the payments made aggregating to the first Rs. 50,00,000/- (Rupees Fifty Lakhs Only) shall not be considered.
13. The PURCHASER is entitled to cancel this agreement of sale in the event of one or more of the following:
  - a) In case of a boundary dispute with the neighbors at the time of erecting kaddis and barb wire or at other times.
  - b) In the event of any claim/objection received from any person in response to the public notice or otherwise, which the PURCHASER may deem to be a defect in the title of the Scheduled Property.Upon cancellation of this agreement the VENDORS shall refund the amounts paid by the PURCHASER within 30 days of cancellation. Thereafter, the PURCHASER shall be entitled to recover the said amount along with interest calculated at the rate of 2% per month.
14. The Vendor is entitled to cancel this agreement of Sale in the event of failure of the PURCHASER failing to perform his obligations under this agreement, specifically in relation to payment of Sale consideration as per the terms of this Agreement.
15. The parties are entitled for specific performance and damages.
16. The VENDORS and the PRUCHASER hereby undertake to register this agreement of sale as and when called upon by the PURCHASER to do so. The expenses of stamp duty and registration charges of this agreement and all other incidental expenses shall be borne by the PURHCASER in full.

1 K.2. N. Srinivas

3 K. Anuradha



Page 6

2 P. Srinivas

4 P. Srinivas

### SCHEDULE OF THE PROPERTY

All that part and parcel of land admeasuring about Ac. 9-32 Gts. in Sy. No. 100/2, situated at Rampally Village, Keesara Mandal, Ranga Reddy District, under S.R.O. Keesara and bounded by:

<b>North</b>	Sy. No. 74 (HUDA Layout)
<b>South</b>	Sy. No. 100/1
<b>East</b>	Village boundary of Yamnampet & Sy. No. 100/1.
<b>West</b>	Neighbours land

IN WITNESSES WHEREOF this agreement of sale is made and executed on this the 18<sup>th</sup> day of March, 2008 at Secunderabad by the parties hereto in presence of the witnesses mentioned below:

#### WITNESSES

1.

2. Krishna Kumar

x K. Laxminarayana

Sri. K. Laxminarayana  
Vendor No. 1

x P. Kashinath Yadav

Sri. P. Kashinath Yadav  
Vendor No. 2

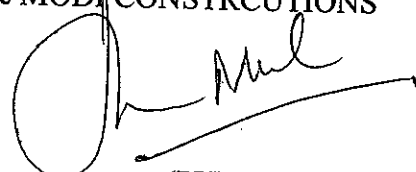
x K. Anuradha

Smt. K. Anuradha  
Vendor No. 3

x P. Sony Yadav

Smt. Pulapalli Sony Yadav  
Vendor No. 4

For MODI & MODI CONSTRUCTION

  
(PURCHASER)