

తెలంగాణ తెలంగాణ TELANGANA

S.No. 6296 Date: 09-03-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: SILVER OAK VILLAS LLP

G 823859

K. SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 31st day of March 2017 at Hyderabad by and between:

M/s. Silver Oak Realty (formerly known as M/s. Mehta & Modi Homes) 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 duly authorized representative Mr. Gaurang Mody (Director of Modi Properties Pvt. Ltd.,) S/o. Mr. Jayantilal Mody, aged about 49 years hereinafter referred as the VENDOR.

AND

M/s. Silver Oak Villas LLP a Limited Liability Partnership Firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Designated Partner Shri Soham Modi, son of late Sri Satish Modi, aged about 47 years hereinafter referred as the PURCHASER.

The expressions of Vendor and Purchaser shall mean include unless it is repugnant to the context their respective heirs, legal representatives, administrators, executors, successor in interest assignees, nominees and the like.

For SILVER OAK REALTY

Partner

For SILVER OAK VILLAS LLP

Designated Partner

WHEREAS:

- A. The Vendor herein is the sole and absolute owner and possessor of land admeasuring about Ac. 6-18 Gts. equivalent to 31,218 sq yds forming part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 situated at Cherlapally Village, Kapra Mandal (old Ghatkesar Mandal), Medchal-Malkajgiri District (old Ranga Reddy District) having purchased the same from P. Sanjeeva Reddy & others vide Sale Deeds bearing document Nos. 12465/2007 dated 05.10.2007 (Ac.4-00 gts) and 1359/2007 dated 07.02.2008 (Ac.3-00 gts) registered at SRO, Uppal, Ranga Reddy District.
- B. Out of the total land of Ac.7-00 gts the Vendor has re-conveyed in favour of Shri. Ramakrishna Reddy & others a portion of land admeasuring Ac. 0-22 gts equivalent to 2,662 sq yds vide sale deed No. 7459/2008 dated 31.07.2008 registered at SRO, Uppal, Ranga Reddy District. The Vendor is in possession of the balance land admeasuring Ac. 6-18 gts.
- C. The Vendor has further purchased Ac. 7-37 gts., forming a part of Sy. Nos. 11, 12, 13, 14, 15, 16, 17, 18 & 294 (P) situated at Cherlapally Village, Kapra Mandal, Medchal Malkajgiri District. purchased from P. Sanjeev Reddy and others, by way of Agreement of Sale cum GPA registered as document no. 4784/08 dated 17.05.2008 at SRO, Uppal. Thus the Vendor was absolute owner of the total land admeasuring Ac. 14-15 gts (69,575 Sq.yds).
- D. The Vendor has made an application for building permit under group housing scheme to GHMC (File no.56688/19/12/2015) for an extent of 21,378 sq yds of land (herein after referred to as the Scheduled Land and more fully described in the schedule given hereunder) out of the total land owned by it. GHMC has favorably considered the application for building permit and has issued a demand letter for payment of fees and charges (letter no. 56688/19/12/2015 dated 30.03.2017).
- E. The details of proposed development are as follows:
- i. The land is proposed to be divided into 68 plots of land.
 - ii. Villas are proposed to be constructed on each plot.
 - iii. Plot Nos. 29, 30, 31&32 have been mortgaged to GHMC.
 - iv. Provision has been made for roads, parks and other open areas as required in the bye-laws.
 - v. Amenities block is proposed to be constructed on about 436 sq.yds of land.
 - vi. An additional portion of land admeasuring about 966 sq yds (184 sq. yds + 782 sq.yds) is earmarked for future development. A housing complex is proposed to be constructed on that land.
- F. The details of the layout of the proposed group housing is attached as Annexure – A herein. The details of the plot number and area of each plot are given in Annexure – B attached herein.
- G. Out of the total 68 plots the Vendor has already sold 64 plots to the Purchaser and have executed a sale deed bearing document No. 7526/2017 dated 31.3.2017 registered with SRO, Uppal, Hyderabad.

For SILVER OAK REALTY

Partner

For SILVER OAK VILLAS LLP

Designated Partner

- H. The Purchaser has further approached the Vendor to purchase the balance 4 (four) plots which are under mortgage with GHMC for a consideration of Rs. 5,000/- (Rupees Five Thousand only) per square yard and the Vendor has accepted the same.
- a. The Vendor shall sell plot nos. 29, 30, 31 & 32 (4 plots) to the Purchaser by way of this agreement at the rate of Rs. 5,000/- per sq yd.
 - b. The Purchaser shall develop the entire group housing scheme on the Scheduled Land at its risk and cost.
 - c. The Purchaser shall pay the building permit fees and charges to GHMC and other authorities.
 - d. The Purchaser shall develop all common amenities like roads, parks, amenities block and provide utility services like water, electricity, drainage, etc. at its cost.
 - e. The Vendor shall pay all taxes, levies, charges, etc., related to the group housing scheme that are payable for the period prior to the date of this agreement. The Vendor shall be responsible for cost of obtaining NOCs from any statutory authorities or government to enable the Purchaser to develop the group housing scheme.
 - f. The lands not specifically sold to the Purchaser shall continue to be owned by the Vendor herein.
 - g. Other open areas, roads and land pertaining to the amenities block in the group housing scheme on the Scheduled Land that is not specifically sold to the Purchaser shall be enjoyed by the prospective purchasers of the plots/villas without anyone claiming ownership of such common areas.
 - h. The Vendor shall get the mortgage released from GHMC at its risk and cost.
- I. The parties hereto are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That the Vendor has agreed to sell to the Purchaser and the Purchaser have agreed to purchase plot nos. 29, 30, 31 & 32 (4 plots) having a total area of 644 sq yds forming a part of Sy. Nos. 11, 12, 14 to 18 & 294 situated at Cheripally Village, Kapra Mandal (old Ghatkesar Mandal), Medchal Malkajgiri District (old Ranga Reddy District) for a total consideration of Rs. 32,20,000/- (Rupees Thirty Two Lakhs Twenty Thousand only) calculated at the rate of Rs. 5,000/- per sq yd. These plots are collectively hereinafter referred to as the Scheduled Plots.
2. That the Purchaser has agreed to pay the total sale consideration mentioned herein to the Vendor within one year from the date of this agreement.
3. That the Vendor has handed over physical possession of the Scheduled Plots along with the balance open areas for common enjoyment on the Scheduled Land to the Purchaser on this day.
4. The VENDOR hereby covenants that the Scheduled Plots are the absolute property belonging to it only and no other person other than the VENDOR has any right, title or interest in respect of the Scheduled Plots or any portion thereof. The Vendor gives warranty of title to the Purchaser and indemnifies the Purchaser against any loss it may be put to on account of defect in the title of the Scheduled Plots.
5. The VENDOR hereby covenant that the VENDOR have paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Plots/ Scheduled Land 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 VENDOR to clear the same.

For SILVER OAK REALTY

For SILVER OAK VILLAS LLP

Designated Partner

6. That the VENDOR shall execute and register sale deeds, agreement of sale, agreement of sale cum GPA, GPA or other deeds 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 of sale deeds/GPAs in its favour or in favour of its nominees, for a part/ portion of the Scheduled Plots for which proportionate payment has been received by the VENDOR from time to time.
7. The VENDOR shall permit the PURCHASER to enter into the Scheduled Land for the group housing scheme including the Scheduled Plots in order to undertake development works like making roads, compound wall, construction of villas, construction of amenities block, provision of utility services, development of parks, etc.
8. The parties hereto agree to perform all such acts and deeds that are required to fully effectuate this agreement entered into herein.

SCHEDULE OF THE LAND

ALL THAT land admeasuring about 21,378 sq yds forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 of Cherlapally Village, Kapra Mandal (old Ghatkesar Mandal), Medchal Malkazgiri District (old Ranga Reddy District) under S.R.O. Uppal marked in red in the plan enclosed.

North by : Village Settlement

South by : Sy. Nos. 5, 8, 9, 10, 13 & 168

East by : Vendors' Land

West by : 60' wide road (Proposed 100' wide road)

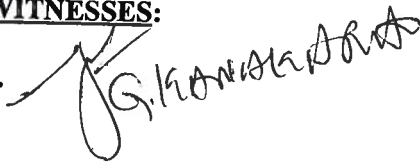

SCHEDULE OF THE PLOTS

Details of plot nos. 29, 30, 31 & 32 (4 plots) forming a part of the Scheduled Land being sold by Vendor to the Purchaser is given under.

Sl. No.	Plot No.	Area of plot in sq yds	Sale consideration in Rs.
1.	29	161	8,05,000
2.	30	161	8,05,000
3.	31	161	8,05,000
4.	32	161	8,05,000
	Total	644	32,20,000

IN WITNESS WHEREOF the VENDOR and PURCHASER have affixed their signatures on this sale deed on the day, the month and year first above mentioned in presence of the following witnesses at Hyderabad.

WITNESSES:

1. 
2. 

For SILVER OAK REALTY


VENDOR. Partner

For SILVER OAK VILLAS LLP


PURCHASER. Designated Partner

ANNEXURE - B
Details of of Plot Nos and area of each plot

Plot No.	Plot Area in sq yds
29	161
30	161
31	161
32	161
Total	644

For SILVER OAK REALTY

Partner

For SILVER OAK VILLA'S LLP

Designated Partner

Annexure - A

Registration Plan for Agreement of Sale showing 4(four) Nos of residential plots in the proposed gated community lay-out cum group housing forming part of Survey Nos. 11,12, 14 to18 & 294, Cherlapally Village, Kapra Mandal, Medchal Malkazgiri District, Telangana .

VENDOR: SILVER OAK REALTY (FORMERLY KNOWN AS MEHTA AND MODI HOMES) REPRESENTED BY ITS DULY AUTHORISED REPRESENTATIVE SHRI. GAURANG MODY S/O. SHRI. JAYANTILAL MODY

PURCHASER: M/S. SILVER OAK VILLAS LLP REPRESENTED BY ITS DESIGNATED PARTNER SHRI. SOHAM MODI S/O. LATE. SHRI. SATISH MODI.

REFERENCE: SCALE: INCL: EXCL:

PLOTTED AREA: 644 SQ.YDS OR SQ.MTRS OR SQ.FT



MORTGAGED PLOTS : 29, 30, 31 & 32 OF TYPE - A2 - 4 PLOTS
 PLOTTED AREA OF FOUR PLOTS : 540 SQ.MTS (645.84 SQ.YDS)
 BUILT-UP AREA OF FOUR PLOTS : 700 SQ.MTS (7536 SFT)

WITNESSES:

1. *[Handwritten signature]*

2. *[Handwritten signature]*

For SILVER OAK REALTY

Partner

SIG. OF THE VENDOR

For SILVER OAK VILLAS LLP

SIG. OF THE PURCHASER

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

**FINGER PRINT
IN BLACK
(LEFT THUMB)**

**PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE**

**NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER**



VENDOR:

SILVER OAK REALTY (formerly known as Mehta & Modi Homes) Having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003. Represented its duly authorized representative Shri. Gaurang Mody S/o. Shri. Jayantilal Mody



PURCHASER:

SILVER OAK VILLAS LLP Having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003. Represented by its Designated Partner Shri. Soham Modi S/o. Late. Shri. Satish Modi

Witnesses:

1.

G. K. N. KARAO

2.

A. Sambasivarao

For SILVER OAK REALTY

[Signature]

Partner

Signature of the executant(s)

For SILVER OAK VILLAS LLP

[Signature]

Designated Partner