

తెలంగాణ तेलंगाना TELANGANA

SLNo.305\ dt. 12-03-2019 Rs. 100/-

Purchaser Name: Y. ANJAIAH S/o. Y. LINGAIIAH, Sec,bad

For Whom: MODI PROPERTIES PVT LTD, Hyd

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DUSA SRINIVAS RAO
LICENSED STAMP VENDOR
LIC.No. 16-05-23/1998 RI.No. 16-05-25/2017
H.No. 12-11-696, Warasiguda,
Secunderabad, Mobile. 9247420863

AGREEMENT OF SALE

This Sale Deed is made and executed at Hyderabad on this the 15th day of March, 2019 by:

Shri. Sourabh Modi S/o. Late Shri. Satish Modi aged 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 033 (PAN: ADIPM 8136 E) (Aadhaar No. 9848 4838 7017), hereinafter referred to as the Vendor.

AND

- Shri. Soham Modi S/o. Late Shri. Satish Modi aged 49 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 033 (PAN: ABMPM 7625 H) (Aadhar No.3146 8727 4389).
- 2. Mrs. Pranjalai Modi w/o. Shri. Sourabh Modi aged 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 033 (PAN: ACAPM 8625 P) (Aadhaar No. 9653 6149 8912).

Hereinafter jointly referred to as the Consenting Party and severally as Consenting Party No.1 and Consenting Party No. 2 respectively.

IN FAVOUR OF

M/s. Modi Properties Pvt Ltd., a company registered under companies act 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Director Dr. Mrs. Tejal Modi W/o. Shri. Soham Modi aged 48 years, resident of Plot no. 280, Road No. 25, Jubilee Hills. Hyderabad – 500 033 (PAN: AABCM 4761 E) Hereinafter referred to as Purchaser.

For MODI PROPERTIES PVT. LTD.

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The term Vendor, Consenting Parties and Purchaser shall mean and include their legal representatives, administrators, executors, successors-in-interest, nominees and assignees, etc.

WHEREAS:

- A. Originally Late Shri. Satish Modi (father of the Vendor and Consenting Party No. 1) was the owner of the commercial complex known as Soham Mansion, constructed in the year 1967-68, on the land admeasuring 1,055.50 Sq.yds (equivalent to 880 Sq. mtrs) consisting of basement, ground, plus two upper floors, after duly obtaining building permission from Municipal Corporation of Hyderabad, Secunderabad vide file No. P/5999/E P2/67 and Permit No. 237/E of 1967 both dated 25.09.1967.
- B. Late Shri. Satish Modi had gifted the commercial complex viz., Soham Mansion to Shree Gurudev Siddha Peeth, a public charitable trust which is located at Ganeshpuri, Thane District, Maharastra, vide Gift Settlement Deed No. 756 of 1977 dated 07.05.1977.
- C. Late Shri Satish Modi had entered into an agreement dated 29th June 1991 with Shree Gurudev Siddha Peeth to re-purchase a bundle of properties in Hyderabad and Secunderabad including the commercial building Soham Mansion for a consideration.
- D. Late Shri. Satish Modi had discharged his obligation to Shri Gurudev Siddha Peeth by paying the total sale consideration to purchase the bundle of properties. Thus, Late Shri. Satish Modi became the absolute Owner of the building viz., Soham Mansion along with other properties in Hyderabad and Secunderabad vide Agreement dated 29th June 1991.
- E. A third floor was constructed on Soham Mansion. It was assessed for property tax and is bearing municipal no. 5-4-187/3 &4/7/A & B.
- F. Shri. Satish Modi expired on 20th January 2016. Shri. Soham Modi (Consenting Party No. 1) and Shri. Sourabh Modi (the Vendor herein) are sons and the only legal heirs of Late Shri. Satish Modi. The same was confirmed by Decree in Original Suit No. 728 of 2016 dated 29th July 2016, in the court of the II Junior Civil Judge, City Civil Court, Hyderabad.
- G. During his life time Late Shri Satish Modi sold the basement, ground, first and second floor of Soham Mansion to several intending purchasers and executed conveyance deeds in their favour. However, the third floor of Soham Mansion was not sold to anyone.
- H. After the death of Shri Satish Modi, Shri Sourabh Modi, the Vendor herein, became the absolute owner of about 2,575 sft of built-up area on the 3rd floor, bearing municipal no. 5-4-187/3&4/7/A, along with 93.63 sq yds of undivided share in land in Soham Mansion. The details of the property are given in the Scheduled A Property at the foot of this document.

I. After the death of Shri Satish Modi, Shri Soham Modi, the Consenting Party no. 1 herein, became the absolute owner of about 2,575 sft of built-up area on the 3rd floor, bearing municipal no. 5-4-187/3&4/7/B along with 93.63 sq yds of undivided share in land in Soham Mansion. The details of the property are given in the Scheduled B Property at the foot of this document.

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For MODI PROPERTIES PVT. LTD.

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- J. Mrs Pranjali Modi (Consenting Party No. 2 herein), has purchased Scheduled A Property from the Vendor herein and had paid the total consideration to Vendor for Scheduled A Property and is joining in execution of this document to confirm that she has no further right, title or claim of whatsoever nature on the Scheduled A Property.
- K. Mr. Soham Modi (Consenting Party No. 1 herein), is the absolute owner of Scheduled B Property and is joining in execution of this document to confirm that he has no right, title or claim of whatsoever nature on the Scheduled A Property.
- L. The Purchaser herein have agreed to sell and the Purchaser hs agreed to purchased the Schedule A Property for a total consideration of Rs. 49 lakhs (Rupees forty nine lakhs only) and on the terms and conditions mentioned herein.
- M. The parties hereto are desirous of reducing the terms and conditions of this agreement into writing.

NOW THIS AGREEMENT OF SALE DEED WINESSETH AS FOLLOWS:

- 1. That the Vendor had agreed to sell to the Purchaser the Schedule A Property for a total consideration of Rs. 49 lakhs (Rupees Forty Nine Lakhs only).
- 2. That in pursuance of the agreement of sale the Purchaser paid an amount of Rs. 40 lakhs/- (Rupees forty five lakhs only) as advance to the Vendor, who having received the same acknowledged in a separate stamped receipt.
- 3. That the Vendor and Purchaser have mutually agreed that the balance consideration amount shall be paid within 7 days of this agreement.
- 4. That the Vendor covenant that they are absolute owners and possessors of the Scheduled Property and entitled to deal with the said property and there is no legl embargo to alienate the Scheduled A Property and to transfer all the rights.
- 5. That the Vendor hereby covenants that the Vendor had paid all taxes, cess, charges to the concerned authorities relating to the Scheduled A 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..
- 6. The Vendor shall execute and register sale deeds or other deeds either in favour of the Purchaser or in favour of its nominees on receipt of the agreed consideration. It is hereby greed that the Purchaser shall be entitled for registration of sales deeds/AGPA's in its favour or in favour of its nominees.
- 7. The Vendor handed over vacant possession of Scheduled A Property to the Purchaser on this day.
- 8. The Parties hereto agree to perform all such acts and deeds that are required to fully effectuate this agreement entered into herein.

9. The Vendor and the Purchaser 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 Purchaser in full.

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SCHEDULE A PROPERTY

All that portion admeasuring 2,575 sft of built up area on the 3rd floor together with undivided share of land admeasuring 93.63 sq yds, bearing municipal No. 5-4-187/3 &4/7A, in a commercial complex known as Soham Mansion, situated at M. G. Road, Ranigunj, Secunderabad - 500 003 which is marked in red in the plan attached herein and bounded by:

North By	Open to sky and 20' wide passage	
South By	Scheduled B Property belong to Shri Soham Modi	
East By	Open to sky and M. G. Road	
West By	Open to sky and parking area	

SCHEDULE B PROPERTY

All that portion admeasuring 2,575 sft of built up area on the 3rd floor together with undivided share of land admeasuring 93.63 sq yds, bearing municipal No. 5-4-187/3 &4/7B, in a commercial complex known as Soham Mansion, situated at M. G. Road, Ranigunj, Secunderabad - 500 003 which is marked in blue in the plan attached herein and bounded by:

North By	Scheduled A Property	
South By	Neighboring Building	
East By	Open to sky and M. G. Road	
West By	Open to sky and parking area	

Kordy Oho **WITNESSES**

2.

Sourabh Modi Vendor

Soham Modi Consenting Party No. 1

Pranjali Modi Consenting Party No. 2

For MODI PROPERTIES PVT. LTD.

Modi Properties Pvt. Ltd. frector Purchaser.

REGIS	TRATIC	N PLAN SHOWING	G 2,575 sft		
IN SURVE	Y NOS.	Municipal No. 5-4-187/	3 &4/7A		Situated at
		on 3 rd FLOOR , "SOHAM SECUNDERABAD — 50	MANSION" SITUATED A	T M. G. ROAD, RANIGUN	NJ,
VENDORS	S:		S/O. LATE SHRI. SATIS AD NO. 25, JUBILEE HIL	H MODI LS, HYDERABAD – 500 (033
CONSENT	TING PART	2. MRS. PRANJALAI I	I, ROAD NO. 25, JUBILEE MODI W/O. SHRI. SOUR	E HILLS, HYDERABAD -	
PURCHAS	SER:	INVESTMENTS PVT LTI	D), 5-4-187/3&4, II FLOO 0003 REPRESENTED BY	KNOWN AS MODI PROI PR, SOHAM MANSION, M ITS DIRECTOR DR. MR	. G. ROAD.
REFERENCE AREA: 2		SCALE: SQ. YDS.	INCL: SQ. MTRS.	EX	CL:
	51′-6′	SCHEDULE - B 2575 SFT		SCHEDULE - A 2575 SFT	216.
WITNESSES	C'Kunuk 3:	BRUDO		SIGN. OF	THE VENDOR

2. A. Lawhardar

SIGN. OF THE CONSENTING PARTY
FOR MODI PROPERTIES

SIGN. OF THE PUREMASER

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



PHOTO BLACK & WHITE

VENDOR:

SHRI. SOURABH MODI S/O. LATE SHRI. SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25, JUBILEE HILLS, HYDERABAD – 500 033.



PHOTO BLACK & WHITE

CONSENTING PARTY

1. SHRI. SOHAM MODI S/O. LATE SHRI. SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25, JUBILEE HILLS, HYDERABAD – 500 033.

PHOTO BLACK & WHITE 2. MRS. PRANJALAI MODI W/O. SHRI. SOURABH MODI R/O. PLOT NO. 280, ROAD NO. 25, JUBILEE HILLS, HYDERABAD – 500 033

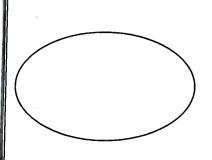


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PURCHASER:

M/S. MODI PROPERTIES PVT. LTD., 5-4-187/3 & 4, II FLOOR, SOHAM MANSION, M. G. ROAD, SECUNDERABAD – 500 003. REPRESENTED BY ITS DIRECTOR DR. TEJAL MODI.

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SIGNATURE OF WITNESSES:

1. Kowak Arias

2. A. Saubon das

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SIGNATURE OF EXECUTANTS
FOR MODI PROPERTIES PVT. LTD.

SIGNATURE(S) OF PURCHASER

RECEIPT

Received a sum of Rs. 49,00,000/- (Rupees Forty Nine Lakhs only) from Modi Properties Pvt. Ltd., having its office at 5-4-187/3&4, Soham Mansion, II Floor, M.G. Road, Secunderabad – 500 003 towards full and final sale consideration for sale of a portion admeasuring 2,575 sft of built up area on the 3rd floor together with undivided share of land admeasuring 93.63 sq yds, bearing municipal No. 5-4-187/3 &4/7/A, in a commercial complex known as Soham Mansion, situated at M. G. Road, Ranigunj, Secunderabad – 500 003 as per details given below.

Sl. No.	RTGS reference no.	Amount in Rs.	Date	Drawn on	Issued to
1	000000209102	20,00,000/-	14.03.2019	YES Bank	Pranjali Modi
2	000000209103	25,00,000/-	14.03.2019	YES Bank	Pranjali Modi
3	000000635119	4,00,000/-	19.03.2019	YES Bank	Pranjali Modi

Date: 22-03-2019

Place: Secunderabad.

Pranjali Modi, W/o. Shri Sourabh Modi, R/o. Plot No. 280, Road No. 25, Jubilee Hills,

Hyderabad – 500 033

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