

తెలంగాణ తెలంగాణ TELANGANA



U 115968

Sl.No. 6928 Date 06/09/2018 Rs. 100/-

Sold to: Hameesh

S/o D/o W/o: Late. Ganji Rao

For Whom: Modi Realty Vikarabad LLP

Md. Gulam Ahmed Aziz  
LICENCED STAMP VENDOR

L.No.17-02-006/1996 R.No.17-02-05/2017  
Gajwel, Siddipet-502 278. Cell:9440085182

### AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 6<sup>th</sup> day of September 2018 at Hyderabad by and between:

**Shri. Palle Balram Reddy** S/o. Late. Shri. P. Sanjeeva Reddy aged 38 years, Occupation: Business, resident of 2-2-23/1/15, SBH Colony, Bagh Amberpet, Hyderabad (PAN: AJSPR 0601 D) hereinafter referred as the "VENDOR".

AND

**M/s. Modi Realty Vikarabad 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 Managing Partner M/s. Modi Housing Pvt Ltd (PAN: ABIFM 0553 B) represented by its Director Shri. Soham Modi S/o. Late Shri. Satish Modi aged 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 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 MODI REALTY VIKARABAD LLP



Partner

B.R



**WHEREAS:**

- A. The Vendor is the absolute Owner and possessor of the land admeasuring Ac.0-04 gts equivalent to 484 Sq.yds forming part of Sy. No. 83 situated at Gangaram Village, Vikarabad Mandal and District, Telangana which by way of exchange deed bearing No. 7148/2018 dated 21.08.2018 registered at SRO, Vikarabad.
- B. Originally Late Chakali Antaiah S/o. Chakali Balaiah was the original owner of land admeasuring Ac.1-05 gts., being Sy. No. 83 of Gangaram Village, Vikarabad Mandal, Vikarabad Disdtrict, Telangana. By way of the order of Revenue Divisional Officer, Vikarabad Divison bearing No. D/2344/1993 dated 04.03.1993 under the Andhra Pradesh (TA) Inams Act, 1955 and was duly recorded as the occupant in respect of the said land.
- C. After his death the land devolved to his 3 sons namely Chakali Yadaiah, Chakali Narsimhulu and Chakali Vijay Kumar. Their names were mutated in the revenue records by way of proceeding bearing no. A/69/2008 dated 16-07-2008 by MRO Vikarabad Mandal. Patta passbooks and title books were issued to them as per details given below:

Sl. No.	Owner	Patta no.,	passbook no.,	Title book no	Extent of land Sy. No. 83/4
1	C. Yadaiah	60	31786		Ac. 0-15 gts
	C. Narsimhulu	268	552228		Ac. 0-15 gts
	C. Vijay Kumar	269		552231	Ac. 0-15 gts.

- D. Whereas out of Ac.1-05 gts forming part of Sy.No. 83, Gangaram Village, Vikarabad Mandal and District, Telangana Chakali Yadaiah, Chakali Narasimhulu and Chakali Vijay Kumar have sold the land admeasuring Ac.0-39 gts to M/s. Modi Realty Vikarabad LLP by way of registered sale deed bearing document No. 7080/2018 dated 13.08.2018 registered at SRO, Vikarabad and an area admeasuring Ac.0-03 gts equivalent to 363 sq.yds sold to the Vendor vide Sale Deed bearing document No. 6730/2018 dated 07.08.2018 registered at SRO, Vikarabad. The balance land of Ac. 0-03 gts was left with Chakalai Yadaiah and others in Sy. No. 83, Gangaram Village, Vikarabad Mandal and District, Telangana.
- E. The Vendor out of his total land of Ac.0-03 gts equivalent to 363 Sq.yds an area of 221 Sq.yds was exchanged with an area of 342 Sq. yds of Chakali Yadaiah and others bearing Sy. No. 83, Gangaram Village, Vikarabad Mandal and District, Telangana vide exchange deed No. 7148/2018 dated 21.08.2018 registered at SRO, Vikarabad.
- F. Thus the Vendor has become the absolute Owner and possessor of the land admeasuring Ac.0-04 gts equivalent to 484 Sq.yds forming part of Sy. No. 83, situated at Gangaram Village, Vikarabad Mandal, Vikarabad District, Telangana hereinafter referred to as Scheduled Land.
- G. The Purchaser is in the business of development of housing complexes consisting of flats/villas in gated communities. The Purchaser has already purchased land admeasuring Ac.0-39 gts forming part of Sy. No. 83, Gangaram Village, Vikarabad Mandal and District, Telangana. The Purchaser intends to purchase the scheduled land also for development of housing complex duly clubbing the scheduled land along with its land of Ac.0-39 gts. The Vendors has offered the Purchaser the Scheduled Property for sale for such a purpose.

B.R. \* Baktam

For MODI REALTY VIKARABAD LLP  
  
Partner

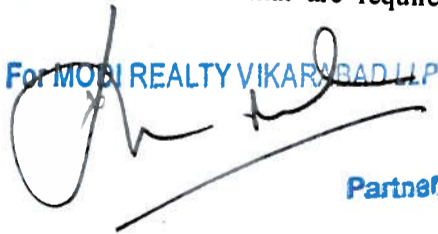
H. The Purchaser has agreed to purchase the Scheduled Land from the Vendor for a total consideration of Rs.5,50,000- (Rupees Five Lakhs and Fifty Thousand only), and the Vendor have agreed to sell the Scheduled Property to the Purchaser as per the terms and conditions given herein.

I. 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 in pursuance of the agreement of sale the Purchaser paid the total amount of sale consideration of Rs.5,50,000- (Rupees Five Lakhs and Fifty Thousand only), to the Vendor and the Vendor acknowledge the receipt of the same.
2. The Vendor has handed over physical possession of the Scheduled Land to the Purchaser on this day.
3. The Vendor has provided plans and documents, revenue records and deeds related to the title of the Scheduled Land.
4. That the Vendor covenant that he is the absolute owner and possessor of the Scheduled Land and entitled to deal with the said property and there is no legal embargo to alienate the Scheduled Land and to transfer all the rights.
5. The Vendor hereby covenant that he is the absolute owner of the Scheduled Land and no other person other than the Vendor have any right, title or interest in respect of the Scheduled Land or any portion thereof. There are no protected tenants in respect of the Scheduled Land and as such there is no encumbrance or any impediment on the ownership and enjoyment of Scheduled Land by the Vendor/Landowners herein above mentioned.
6. The Vendor further covenant that Scheduled Land is free from all sorts of encumbrances, charges cess or attachment of whatsoever nature and as such the Vendor hereby give 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 any 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 any loss on account of defective title or on account of any claims on the Scheduled Land, the Vendor shall indemnify the Purchaser full for such losses.
7. The Vendor hereby further covenant that there are no right of any third party relating to any easement rights of way, etc., in respect of the Scheduled Land.
8. The Vendor hereby covenant that the Vendor 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 Vendor to clear the same.
9. The parties hereto agree to perform all such acts and deeds that are required to fully effectuate this agreement entered into herein.

For MOB REALTY VIKARABAD LLP



Partner

B.R. Y  
Baldam

10. The Parties are entitled for specific performance and damages.
11. That the Vendor shall execute and register sale deed, General Power of Attorney or other deeds, for conveying the Scheduled Land either in favour of the Purchaser or in favour of its nominees on receipt of the agreed consideration. The expenses of stamp duty and registration charges for the sale deeds/GPA and all other incidental expenses shall be borne by the Purchaser in full.
12. The Vendor agrees to handover the original link documents to the Purchaser.

**SCHEDULE OF THE LAND**

All that part and parcel of land admeasuring Ac.0-04 gts equivalent to 484 Sq.yds., forming Sy. No. 83, forming a part of Gangaram Village, Vikarabad Mandal, Vikarabad District, Telangana, marked in red in the plan enclosed herein and bounded by:

<b>North</b>	Neighbours land
<b>South</b>	Land belonging to belongs to C. Yadaiah & others
<b>East</b>	Land belonging to Modi Realty Vikarabad LLP
<b>West</b>	18ft road

IN WITNESSES WHEREOF this agreement of sale is made and executed on this the day, month and year mentioned herein above by the parties hereto in presence of the witnesses mentioned below:

**WITNESSES**

1.

*[Handwritten signature]*  
GANGARAM

2.

*[Handwritten signature]*  
P. RAMA RAO

*[Handwritten signature]*  
B. J. Balyam  
VENDOR  
For MODI REALTY VIKARABAD LLP  
*[Handwritten signature]*  
PURCHASER. Partner