

## AGREEMENT OF SALE CUM GENERAL POWER OF ATTORNEY WITHOUT POSSESSION

This Agreement of Sale cum General Power of Attorney is made and executed on this the  $10^{th}$  day of January, 2007 at Secunderabad by and between:

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SMT. BHIMA SUDHA RANI, Wife of Mr. Bhima Srinivas, aged about 29 years, Occupation: Housewife, resident of Flat No. 504, Sri Srinivasa Vihar Apartments, Rukminipuri Colony, Near A. S. Rao Nagar, Hyderabad., hereinafter referred to as "VENDOR", which term shall mean and include its successors in office, administrators, executors/nominees/assignee etc.

### <u>**A N D**</u>

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Partner Mr. Soham Modi, Son of Sri Satish Modi, aged about 36 years, Occupation: Business hereinafter referred to as the PURCHASER which term shall mean and include all their executors, successors-in-interest, heirs, assignees, legal representatives, administrators, nominees, etc.

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#### **WHEREAS:**

- A. The VENDOR is the absolute owners and possessors of Plot Nos. 15 & 20 in Survey. No. 82/1, admeasuring 444 Sq. yds., or 371.18 sq. mts. situated at Ward No. 3, Block No. 4, Narshimha Nagar Colony. Mallapur Village, Kapra Minicipality, Uppal Mandal, having purchased the same through sale deed bearing document no. 10738/2004, dated 25<sup>th</sup> October 2004, registered at the Sub-Registrar, Uppal, R. R. District, (hereinafter this plot nos. 15 & 20 is referred to as Scheduled Land) and is more particularly described at the foot of the document and in the enclosed plan.
- B. The VENDOR has offered to sell the scheduled land free from all encumbrances for a total sale consideration of Rs. 47,50,000/- (Rupees Forty Seven lakhs and Fifty Thousand Only) and the PURCHASER has agreed to purchase the same for the said consideration.
- C. The VENDOR has also agreed to give a General Power of Attorney (GPA) 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. The VENDOR has agreed to sell to the PURCHASER the Scheduled Land for a total consideration of Rs. 47,50,000/- (Rupees Forty Seven lakhs and Fifty Thousand Only) on the terms and conditions contained herein.
- 2. The PURCHASER in pursuance of this agreement of sale has paid a sum of Rs. 4,75,000/- (Rupees Four lakhs and Seventy Five Thousand Only) to the VENDOR by cheque no. 730543 dated 15.11.2006 drawn on HDFC Bank Limited, S.D. Road, Secunderabad, the receipt of the same is acknowledged in a separate stamp receipt by the VENDOR. The balance sale consideration of Rs. 42,75,000/- (Rupees Forty Two lakhs and Seventy Five Thousand Only) shall be paid by the PURCHASER as under:
  - a. First installment of Rs. 21,37,500/- shall be paid on before 31.03.2007.
  - b. Final installment of Rs. 21,37,500/- shall be paid on before 31.10.2007.
- 3. The VENDOR covenants that she is the possessor of the Scheduled Land and is entitled to deal with the said property absolutely and there are no legal embargo, ensumbrances to alienate the Scheduled Land.
- 4. The VENDOR hereby declares that they have not entered into any agreement or executed any deed prior to this sale agreement.

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- 5. The VENDOR hereby agrees and bind themselves 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 the 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.
  - i. The VENDOR is responsible to clear off 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.
- 6. The vacant physical possession of the Scheduled Land shall be handed over to the PURCHASER by the VENDOR on receipt of the final installment amount of Rs. 21,37,500/- as given in clause 2.
- 7. 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.
- 8. The VENDOR is in pursuance of this agreement has agreed to execute a GPA in favour of the PRCHASER.
- 9. This Agreement of Sale cum General Power of Attorney shall be an irrevocable agreement.
- 10. The VENDOR hereby authorizes the said PURCHASER 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 he deems reasonable in his 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 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.

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- 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 VENDOR 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 himself would do if personally present.
- i) The VENDOR for himself, 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.
- 11. 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.
- 12. The VENDOR hereby declare that there are no Mango Trees / Coconut Trees / Betal Leaf Gardens / Orange Groves or any such other gardens; that there are no mines or quarries of granites or such other valuable stones; that there are no machinery, no fish pounds etc., in the lands now being transferred; that if any suppressions of facts is notices, at a future date, the VENDOR will be liable for prosecution as per law, besides payment of deficit duty

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### **SCHEDULE OF LAND**

All that the piece and parcel of plot nos. 15 & 20 in Survey No. 82/1, admeasuring 444 Sq. yds., or 371.18 Sq. mts., situated at Ward No. 3, Block No. 4, Narshima Nagar Colony, Mallapur Village, Kapra Municipality, Uppal Mandal, Ranga Reddy District and bounded by:

North : Land belonging to purchaser (Formerly 20' wide road)
South : Land belonging to purchaser (Formerly 25' wide road)
East : Land belonging to purchaser (Formerly Plot Nos. 14 & 19)
West : Land belonging to purchaser (Formerly 20' wide road)

IN WITNESS WHEREOF the Parties hereto have set their hands to this Deed of Agreement of Sale cum General Power of Attorney out of their own free will and consent on the date first above mentioned in the presence of the following witnesses:

**WITNESSES:** 

1. S.J. rod (B SRIMINAS)

(BHIMA SUDHA RANI), VENDOR.

2. Prasider leady)

SOHAM MODI, PURCHASER.

REGISTRATION PLAN SHOWING PLOT NO. 15 & 20								
IN SURVEY NOS. 82/1								
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VENDOR:	R: SMT. BHIMA SUDHA RANI, WIFE OF SHRI. BHIMA SRINIVAS							
PURCHASER: M/S. MEHTA & MODI HOMES, REPRESENTED BY ITS PARTNER								
SHRI. SOHAM MODI, SON OF SHRI. SATISH MODI								
REFERENCE: AREA: 444	SCALE: 4 SQ. YDS. O	R	371.18	INCL: SQ. MTR	s	EXCL:		
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WITNESSES:  1. B. 1  The Mod.								

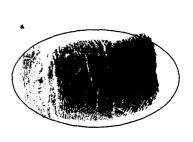
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SIG. OF THE PURCHASER

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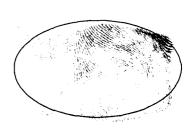
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POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





### **VENDOR**:

SMT. BHIMA SUDHA RANI W/O. MR. BHIMA SRINIVAS R/o. FLAT NO. 504 SRI SRINIVASA VIHAR APARTMENTS, RUKMINIPURI COLONY NEAR A. S. RAO NAGAR HYDERABAD





### PURCHASER:

M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNER.

1. MR. SOHAM MODI S/O. MR. SATISH MODI

**SIGNATURE OF WITNESSES:** 

1. B. 1 - - val

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SIGNATURE OF THE EXECUTANT

SIGNATURE OF THE PURCHASER

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EXHIBIY /SIGNATURE

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Partner

SOHAM SATISH MODI

SATISH MANILAL MODI THAN STREET FATHER'S NAME

भाई लेखा चंत्र्या PERMANENT ACCOUNT NUMBER

ABMPM6725H

(作品)

Election Commission Of India భారత ఎఏన్నికల పంఘము

IDENTITY CARD గుర్తింపుకార్డు

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Elector's Name : B SUDHA RANI

ఓటరు పేరు

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Husband's Name: B.SRINIVAS

భర్త పేరు:

బి.శ్రీనివాస్

Sex: లింగము : స్ర్త్రీ

Age as on 1-1-2003

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**SECUNDERABAD** 

సికింట్లాబాద్

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**Assembly Constituency** 

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Place: SECUNDERABAD

ఫ్టలము: సికింద్రాబాద్ Date / లేదీ : 05-08-2003

This card may be used as an identity card under different Government schemes ఈ కార్డుమ వివిధద్రభుత్వ 'పథకాలలో గుర్తింపు కార్డుగా ఉపయోగించవచ్చును 5975222 262 / 4678

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No. 507 of 2000 Date 10 1107

I hereby certify that the proper deficit
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has been levied in respect of this instrument
from Sri. B. Swalle Raue
on the basis of the agreed Market, Value
consideration of Rs. M. 7.50000 being
higher than the consideration agreed Market
Value.

\*R.O. Uppal and Collector U/S. 41&4
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NOTE: D.S.D. Rs. 50 / & D.R.F.Rs. Total

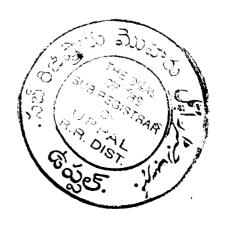
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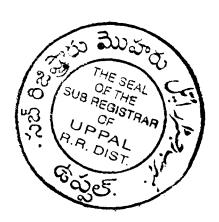
agreed M.V of Rs. 5000/

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### Registration Endorsement

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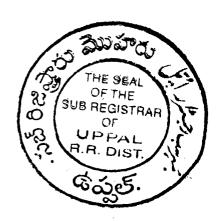


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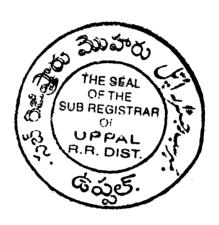
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