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LEELA G. CHIMALE! STAMP VENDER L.No. 02/2009

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# AGREEMENT OF SALE CUM GENERAL POWER OF ATTORNEY WITH POSSESSION

This Agreement of Sale cum General Power of Attorney is made and executed on this the 31st day of July, 2006 at Secunderabad by and between:

SMT. V. SUSHEELA, WIFE OF V. V. SUBBA RAO, aged about 40 years, occupation: Housewife, resident of Cherlapally Village, Ghatkesar Mandal, R. R. District, hereinafter referred to as "VENDOR", which term shall mean and include its successors in office, administrators, executors/nominees/assignee etc.

### **AND**

**SRI ANAND S. MEHTA**, SON OF SRI SURESH U. MEHTA, aged about 28 years, Occupation: Business, resident of Plot No. 21, Bapu Bagh Colony, P. G. Road, Secunderabad- 500 003, hereinafter referred to as the "PURCHASER" which term shall mean and include its successors in office, administrators, executors/nominees/assignee etc.

1/ Susheela.

Page 1

#### WHEREAS:

- A) Sri Samala Chinna Yadaiah alias Samala Chinna Yadi Reddy, S/o. Sri Late Ramaiah was the original owner and pattedar of agricultural land in Sy. No. 74 (admeasuring Ac. 1-23 Gts.) & 75 (admeasuring about 1-22 Gts.) aggregating to about Ac. 3-05 Gts. of Cherlapally Village, Ghatkesar Mandal, R. R. District, Andhra Pradesh. The ownership and possessor of the lands is evidenced by Pahanis for the years 1960-61, 1970-71, 1975-76, 199-80, 1985-86, 1990-91 issued by M.R.O., Ghatkesar Mandal, R. R. District.
- B) The VENDOR herein under was the absolute owner and possessor of land admeasuring Ac. 1-19 Gts. in Sy. No. 74 of Cherlapally Village, Ghatkesar Mandal, R.R. District, having purchased the same from Sri Samala Chinna Yadiah alias Samala Chinna Yadi Reddy under a Sale Deed dated 21<sup>st</sup> June 1988 which is registered with the office of the Sub-Registrar, Uppal bearing document no. 5243 of 1988.
- C) Whereas the VENDOR has sub-divided the land into several plots and has sold the same to several intending purchases. The details of the plots sold to the intending purchases are as follows:

Sl. No.	Plot No.	Land Area	Sale Deed/ GPA No.
1.	4	300 Sq. Yds.	GPA no. 651/1993 registered at SRO, Uppal.
2.	6	300 Sq. Yds.	Sale Deed no. 7285/1993 registered at SRO, Uppal.
3.	7	300 Sq. Yds.	Sale Deed no. 8578/1989 registered at SRO, Uppal.
4.	8	300 Sq. Yds.	GPA no. 652/1993 registered at SRO, Uppal.
5.	9	300 Sq. Yds.	Sale Deed no. 7286/1993 registered at SRO, Uppal.
6.	15	300 Sq. Yds.	Sale Deed no. 5256/1998 registered at SRO, Uppal.
7.	16	300 Sq. Yds.	Sale Deed no. 5257/1988 registered at SRO, Uppal.
8.	18	325 Sq. Yds.	Sale Deed no. 5259/1998 registered at SRO, Uppal.
9.	19	325 Sq. Yds.	Sale Deed no. 5260/1988 registered at SRO, Uppal.
10.	20	300 Sq. Yds.	Sale Deed no. 5255/1988 registered at SRO, Uppal.
11.	24	325 Sq. Yds.	Sale Deed no. 5258/1988 registered at SRO, Uppal.
12.	30	333 Sq. Yds.	Sale Deed no. 1131/1989 registered at SRO, Uppal.
	Total Extent	Ac. 0- 30.65 Gts.	

- D) The VENDOR herein is now the absolute owner and possessor of the balance land admeasuring Ac. 0-28.35 Gts. in Sy. No. 74 of Cherlapally Village, Ghatkesar Mandal, R.R. District, herein after referred to as the Scheduled Property.
- E) The VENDOR has offered to sell the Scheduled Land, free from encumbrances for a total sale consideration of Rs. 12,76,000/- (Rupees Twelve Lakhs Seventy Six Thousand Only) and the PURCHASER agreed to purchase the same for the said consideration.
- F) The VENDOR has also agreed to give a General Power of Attorney in favour of the PURCHASER in respect of the Scheduled Land.

V. Susheela.

## 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. 12,76,000/- (Rupees Twelve Lakhs Seventy Six Thousand Only).
  - a. In pursuance of this Agreement Of Sale Cum General Power Of Attorney the PURCHASER paid the entire consideration amount of Rs. 12,76,000/- (Rupees Twelve Lakhs Seventy Six Thousand Only) by way of cash to the VENDOR and the VENDOR acknowledged in a separate stamped receipt
- 2. The VENDOR hereby covenant that she has no right, title or interest of whatsoever nature in Scheduled Land and also in the Sale Consideration.
- 3. The VENDOR hereby confirms and declares that the PURCHASER shall have and always have peaceful enjoyment of the same without any let, hindrance, claim, etc., directly or indirectly of whatsoever nature from her and / or any one claiming through her.
- 4. The VENDOR hereby agrees that she shall sign, verify and execute such further documents that may be required to effectively transfer / mutate the Scheduled Property on to and in favour of the PURCHASER.
- 5. The VENDOR covenants that he is the 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.
- 6. The VENDOR hereby declares that they have not entered into any other agreement or executed any deed prior to this sale agreement except the documents contained in the recitals herein.
- 7. 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.
- 8. The VENDOR is responsible to clear off arrears of taxes charges levies, rates etc., if any that are due to payable in respect of Demised Portion as on date of delivery of possession of the Demised Portion to the PURCHASER.
- 9. The vacant physical possession of the Scheduled Land has been handed over to the PURCHASER by the VENDOR on this day.

V. Susheela.

- 10. 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.
- 11. The VENDOR is in pursuance of this agreement the VENDOR has agreed to execute GPA in favour of the PRCHASER.
- 12. This Agreement of Sale cum General Power of Attorney shall be an irrevocable agreement.
- 13. 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 nominees or his/her nominees 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.
  - 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.

V. Susheela.

- 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.
- 14. 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.
- 15. 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.

### SCHEDULE OF LAND

ALL THAT PART AND PARCEL OF LAND admeasuring about Ac. 0-28.35 Guntas in Sy. No. 74, situated at Cherlapally Village, Ghatkesar Mandal, Kapra Municipality, R. R. District and bounded by:

North

: Land in Sy. No. 72

South

: Land in Sy. No. 75

East West : Land in Sy. No. 76 : Land in Sy. No. 73

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:

(R. P. Reddy)

V. Susheola VENDOR-CUM-PRINCIPAL

> (ANAND S. MEHTA), PURCHASER.

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### PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.** FINGER PRINT PASSPORT SIZE NAME & PERMANENT PHOTOGRAPH BLACK & WHITE SL.NO. POSTAL ADDRESS OF IN BLACK (LEFT THUMB) PRESENTANT / SELLER / BUYER **VENDOR: SMT. V. SUSHEELA** W/O. MR. V. V. SUBBA RAO R/O. CHERLAPALLY VILLAGE **GHATKESAR MANDAL** R. R. DISTRICT. **PURCHASER: SRI ANAND S. MEHTA** S/O. SRI SURESH U. MEHTA **R/O. PLOT NO. 21 BAPU BAGH COLONY** P. G. ROAD SECUNDERABAD- 500 003. РНОТО **B**LACK & WHITE

SIGNATURE OF WITNESSES:

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2. Ruleson

V. Susheela SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER

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& V. Susheela

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R.O. Uppay

and Collector U/X. 4144
INDIAN STAMP ACT

Registration Endorsement NO
An amount of Rs. 12660 towards Stamp Duty
Including Transfer duty and Rs. 2000 towards Registration Fee was paid by the party
through Challan Receipt Number 102024
Dated 2 106 at SBH Habsiguda Branch Sectors

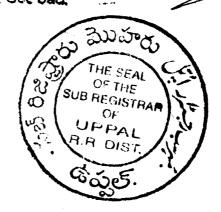
NOTE: D.S.D. Rss 60 & D.R.F.Rs. — Total

Rs. 660 Thas been collected as

agreed M. Voi Rs. 276 507 12/5

SUB REGISTRAR

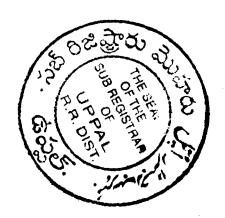
6.B.H. Habsiguda A/c No. 01000050739 of S.R.O. Uppal.



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