

Sold to 1. S. R. morthy 860 Y. Changra Shekar et try 11-3-1141, GOKU. MAGAR.

Whom, Ashish mode that thy Hyderabad.

### **SALEAGREEMENT**

THIS SALE AGREEMENT is made and executed at Secunderabad on this 31st day of March 2000 by and between:

MBM Export Ventures Pvt Ltd a Company registered under the Companies Act, 1956 having its registered office at 5-4-187/3 &4, 3<sup>rd</sup> Floor, Soham Mansion, M. G. Road, Secunderabad-500 003 and represented by its Director Shri. Soham Modi hereinafter referred to as "VENDOR" (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said Vendor but also its heirs, executors, administrators and assigns etc) of the First Part.

### **INFAVOUR OF**

Shri. Ashish Modi HUF represented by its Karta Shri. Ashish P.Modi S/o. Shri.. Pramod Modi aged 32 years, residing at 1-8-165, Prenderghast Road, Secunderabad – 500 003, hereinafter referred to as "VENDEE" (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said Vendee but also its heirs, executors, administrators and assigns etc) of the Second Part.

For MBM Export Ventures Pvt. Ltd.

Director

\* Hanselloti

# WHEREAS:

- 1. Whereas the Vendor is the absolute Owner of the constructed area admeasuring about 800 Sq. ft on ground floor of the building complex "The Mayflower" situated at Plot No.72, Survey No. 160, P & T Employees Housing Society Pvt Ltd, Thokatta Village, Secunderabad Cantonment, Secunderabad together with undivided proportionate share in land to the extent of 30 sq. yards (hereinafter referred to as Scheduled Premises).
- 2. The Vendee is desirous of purchasing the Schedule Premises and has approached the Vendor.
- 3. The Vendor has agreed to sell/transfer, or cause to be transferred, to the Vendee the Schedule Premises for a consideration of Rs. 4,00,000/- (Rupees Four Lakhs only).

# Now this Sale Agreement Witnesseth as under:

- 1. In pursuance of the aforesaid Agreement and in consideration of the said sum of Rs. 4,00,000/- (Rupees Four Lakhs only) the Vendor agrees to transfer or cause to be transferred to the Vendee the following:
  - An undivided proportionate share in the Scheduled Land to the extent of 30 Sq. Yds.
  - 800 Sq. ft. of super built-up area on the ground floor in the building The Mayflower, situated at Plot No.72, P & T Employees Co-operative Housing Society Ltd, Thokatta Village, Secunderabad.
- 2. The Vendee has paid a sum of Rs. 50,000/- (Rupees Fifty Thousand only) to the Vendor. The receipt whereof the Vendor hereby admit, accept and acknowledge.
- 3. The Vendee agrees to pay the balance sale consideration of Rs. 3,50,000 (Rupees Three Lakhs and Fifty Thousand only) to the Vendor on or before 31/12/2000.
- 4. The Vendor herein has delivered to the Vendee possession of the Schedule Premises on the date of this Agreement.
- 5. The Vendee has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter, raise any objection on this account.
- 6. The Building shall always be called "The Mayflower" and the name thereof shall not be changed.
- 7. The Vendor shall be pay all taxes, water charges, electricity consumption charges, etc., in respect of the Schedule Premises upto the date of handing over possession to the Vendee. After that date the Vendee shall pay all the outgoings relating thereto.
- 8. The Vendor shall execute and register sale deed or sale deeds in favour of the Vendee or its nominees as and when requested by the Vendee.
- 9. The Vendor hereby declares, covenants and agrees with the Vendee that it is the sole, absolute and exclusive owner of the Schedule Premises and that the same is not subject to any charge, mortgage or any other encumbrances of whatsoever nature in favour of anyone. The title to the said property has been accepted by the Vendee who shall not raise any dispute thereto.
- 10. The Vendor shall deliver all copies of title deeds, link documents, tax receipts etc., to the Vendee on the date of execution and registration of thee Sale Deed or Sale Deeds.

For MBM Export Ventures Pvt. Ltd.

tha Mod Director

\* Agustelli

- 11. The Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the building nor shall he/she make any additions or alterations in the building without the written permission of the Vendor.
- 12. The Vendee shall pay building maintenance charges @ Rs. 0.50/sft. (subject to increase from time to time) to the Vendor (or any associate or body that the Vendor may so direct) for the maintenance of the common area of the building including lift, pump, passage, stairs etc.
- 13. The Vendor hereby declare, covenant and agree with the Vendee that he shall execute and do all such acts, things and deeds as may be necessary to more effectually assure the Vendee with respect to the title and assist the Vendee in getting mutation effected in Municipal records or Government Authorities but at the expense of the Vendee.
- 14. Any other understanding between the parties hereto shall be valid only when it is in writing and signed by both parties.
- 15. The Stamp Duty, registration charges and other expenses related to the execution and registration of Sale Deed shall be borne by the Vendee only.

#### SCHEDULE OF THE PROPERTY HEREBY SOLD.

All that portion admeasuring 800 Sq. ft on the Ground Floor of the Building "The Mayflower" bearing Plot No. 72 in Survey No. 160 situated at P & T Co-operative Housing Society Ltd of Tokatta Village, Secunderabad Cantonment together with undivided proportionate share in the land to the extent of 30 Sq. yards and bounded by

North By:	Lift and Staircase
South By:	Balance portion of Ground Floor admeasuring 800 Sq.ft
East By:	Plot No.73
West By:	Staff Road

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witnesses;

For MBM Export Ventures Pvt. Ltd.

Witnesses:

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Direct

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Vendee