

B-82



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 10633 DL 02/07/12 Rs. 100

Sold to... Ramesh S. Narasing, Hyd

For Whom... Modi & Modi constructions, Secbad

AT 883293

K. GIRIBABU

LICENCED STAMP VENDOR

LIC.No.16-02-30/1998

REN.No.16-02-08/2010

Sub-Lapunagar, Amberpet, Hyd-13.

Cell.No.9989259839

**AGREEMENT OF SALE**

This Agreement of Sale is made and executed on this the 5<sup>th</sup> day of July 2012 at Secunderabad by and between:

1 Mr. Ashish R. Sheth, son of Mr. Rashmikant Sheth aged about 36 years, occupation: Business, residing A-107, Shanti Bagh Apartments, Opp. Country Club, Begumpet, Hyderabad - 500 016.

2. Mrs. Neha Sheth, wife of Mr. Ashish R. Sheth aged about 30 years, residing at A-107, Shanti Bagh Apartments, Opp. Country Club, Begumpet, Hyderabad - 500 016, hereinafter jointly referred to as the First Party and severally as First Party No. 1 and First Party No. 2.

And

M/S. MODI & MODI CONSTRUCTIONS a registered 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 Mr. Soham Modi, S/o. Sri Satish Modi, aged about 42 years, hereinafter referred to as the Second Party.

The terms First Party and Second Party shall mean and include wherever in the context may require their heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees, etc.

*(Signatures of Ashish R. Sheth and Neha Sheth)*

For MODI & MODI CONSTRUCTIONS

*(Signature of Soham Modi)*  
Partner

**Whereas:**

A. The First Party is the Owner of house no. 82 admeasuring about 1659 sft having a land area of 117 sq. yds in the project known as "Nilgiri Homes", situated at survey nos.128, 129, 132, 133, 134, 135 & 136, Rampally Village, Keesara Mandal, R. R. District herein after referred to as the Said House and more fully described in the schedule given hereunder. Details of the Said House are:

Plot No.	Extent of land	Type of Bungalow	Built-up Area	Portico Area	Terrace Area	Total Area
82	117 Sq. yds	Semi -Deluxe	1461 sft	142 sft	56 sft	1659 sft

B. First Party has purchased the Said House from Second Party for a total consideration of Rs. 28,00,000/- (Rupees Twenty Eight Lacs Only) (vide sale deed bearing no. 1502/2010, dated 16.4.2010 registrated at SRO, Keesara) of which Rs. 27,85,930/- (Rupees Twenty Seven Lacs Eighty Five Thousand Nine Hundred Thirty Only) has been paid by First Party to Second Party and an amount of Rs. 14,070/- (Rupees Fourteen Thousand Seventy Only) is payable by party no1 to Second Party.

C. First Party has taken a housing loan of Rs. 27,00,000/- (Rupees Twenty Seven Lacs Only) from LIC Housing Finance against the above Said House and as on date the balance outstanding to LIC Housing Finance is Rs. 25,74,000/- lacs (Rupees Twenty Five Lac Seventy Four Thousand Only).

D. First Party has requested Second Party to purchase the Said House for a total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lacs) and the Second Party has accepted the same on the terms and conditions mentioned herein.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

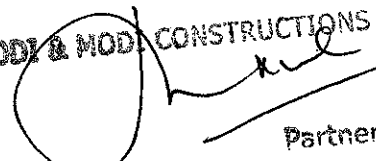
1. That in pursuance of this agreement of sale the First Party agrees to transfer or caused to be transferred in favour of the Second Party and the Second Party hereby agrees to purchase from the First Party house admeasuring about 1659 Sft having a land area of 117 sq. yds bearing no. 82 in the residential project known as "NILGIRI HOMES" situated at Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District and which is more-fully described in the schedule given under and in the plan annexed hereto (herein after referred to as the Said House) for a total consideration of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only).

*Abhishek Neha*

For MODI & MODI CONSTRUCTIONS  
*[Signature]*  
Partner

2. Second Party on this day has paid First Party a sum of Rs. 9,12,000/- (Rupees Nine lacs Twelve Thousand Only) by way of PDC's as given below:
- Cheque No. 675966, dated 07.7.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675967, dated 14.7.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675968, dated 21.7.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675969, dated 28.7.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675969, dated 04.8.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675970, dated 11.8.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675971, dated 18.8.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675972, dated 25.8.12, for Rs. 1,00,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
  - Cheque No. 675973, dated 01.9.12, for Rs. 1,12,000/-, drawn on HDFC Bank, in favour of Mr. Ashish Seth.
3. Second Party agrees to pay the balance consideration to First Party who inturn shall pay the same to LIC Housing Finance or directly to LIC Housing Finance with in a period of 24 months. However, Second Party agrees to reimburse to First Party the EMI / principal repayment / interest payment that Second Party is liable to pay to LIC Housing Finance during the pendency of the loan within 7 days of such a payment by Second Party to LIC Housing Finance.
4. On the payment of the entire consideration including repayment of loan along with interest to LIC Housing Finance First Party agrees to executive a conveyance deed and / or other such documents that may required to transfer the Said House in favour of Second Party or its nominee.
5. Expense of stamp duty and registration charges for such a conveyance shall be borne by Second Party.
6. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

For MODI & MODI CONSTRUCTIONS  
  
Partner

**SCHEDULED PROPERTY**

ALL that House admeasuring 1659 sft of built-up area with land area of 117 sq. yds. bearing no.82 in the residential project known as "Nilgiri Homes", situated at Sy. Nos. 128, 129, 132, 133, 134, 135 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District, shown in the plan annexed hereto (as Annexure), bounded on:

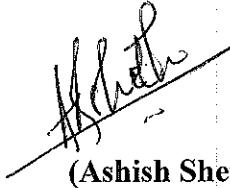
North	Plot No. 83
South	30' wide road
East	30' wide road
West	Plot No. 74

IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

**WITNESS:**

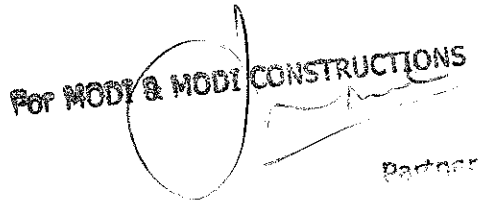
1.

2.



(Ashish Sheth) & (Neha Sheth)

First Party



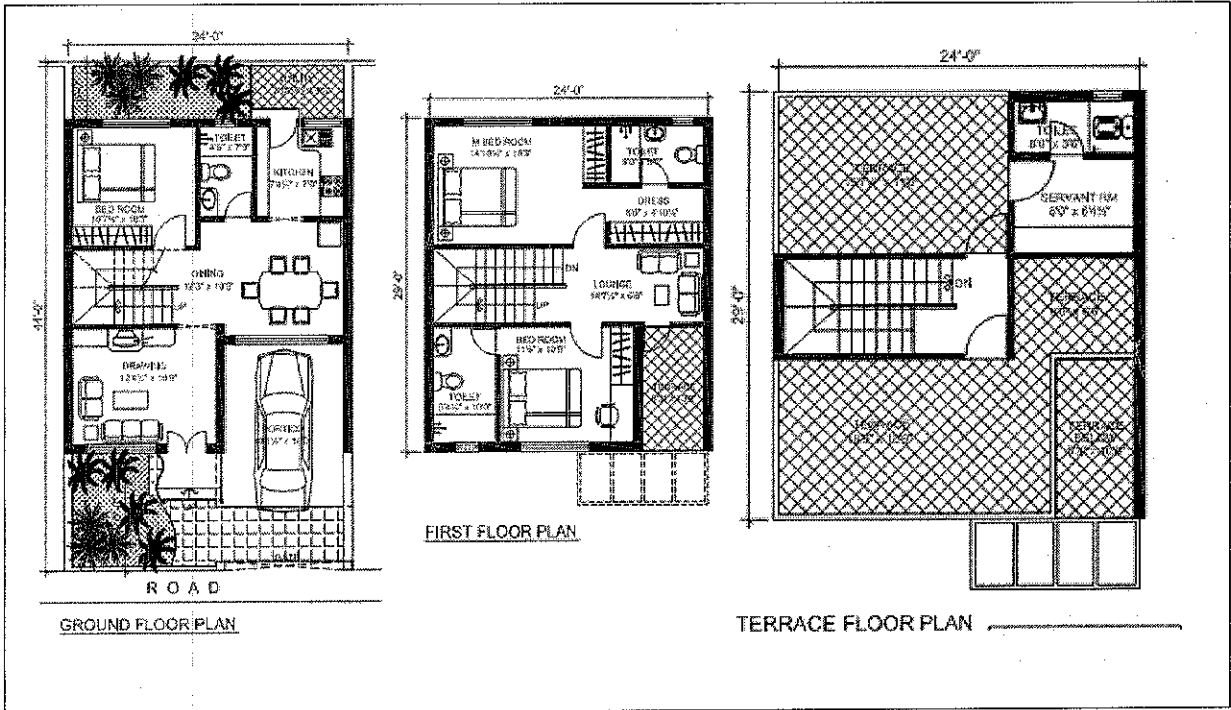
(Soham Modi)



Second Party

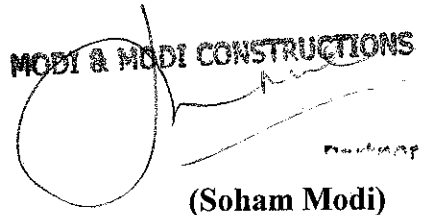


Annexure

PLAN OF BUNGALOW NO. 82 ADMEASURING 1659 SFT. OF BUILT-UP AREA  
ON PLOT AREA OF 117 SQ. YDS.



  
  
**(Ashish Sheth) & (Neha Sheth)**  
**First Party**

For **MODI & MODI CONSTRUCTIONS**  
  
**(Soham Modi)**  
**Second Party**