To the analysis of the second of the second

ಆಂಥ್ರ್ಷನ್ आसा प्रदेश ANDHRA PRADESH

EMO consesse planto de manifecto de la consesse de

200

Š

100

H

AV 032629 (T. Sudhakay

### T. SUDHAKAR

LICENCED STAMP VENDOR LIC No.15-01-007/2007 REN.No.15-01-026/2010 LIG-60 A.P.H.B. Colony, Chevella, R.R. Dist.

### AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 9<sup>th</sup> day of November 2012 at Secunderabad by and between:

MR. GAURANG MODY, SON OF MR. JAYANTILAL MODY, aged about 44 years, residing at Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

#### IN FAVOUR OF

Mrs. Krishan Kumar Joshi, son of Mr. Ramanand Joshi, aged about 39 years, residing at Plot No. 34, Road No.14, Near DAV Public School, Santoshima Nagar, R K Puram, Secunderabad - 500 056, hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

AMMIL

Page 1

#### WHEREAS:

- A. The Vendor is the absolute and exclusive owner, and possessor of Luxury apartment no. 308 on the third floor in block no. 'A' admeasuring 1600 sft. of super built-up area (i.e., 1280 sft. of built-up area & 320 sft. of common area) together with proportionate undivided share of land to the extent of 104.93 sq. yds. and reserved parking space for single car bearing no. 1 admeasuring about 100 sft. in the residential apartment named as Paramount Residency, forming part of Sy. Nos. 176, situated at Nagaram Village, Keesara Mandal, R. R. District. by virtue of registered sale deed dated 06.03.2009, bearing document no.1364 registered at the office of the Sub-Registrar, Keesara, R. R. District, hereinafter referred as Scheduled flat and is more fully described at the foot of the document.
- B. Originally, the Schedule Land belonged to a partnership firm M/s. Paramount Builders having purchased the same by virtue of registered sale deed dated 06.03.2009, bearing doc. No. 1364 duly registered at the office of the Sub-Registrar, Keesara, R. R. District executed in favour of the Vendor.
- C. The Original Owner M/s. Paramount Builders developed the Scheduled Land into residential apartments in a group housing scheme name and styled as 'PARAMOUNT RESIDENCY' and obtained necessary technical approval from Hyderabad Urban Development Authority vide their Proceeding No. 6008/P4/Plg/HUDA/2006, dated 14.09.2006.
- D. The Buyer is desirous of purchasing apartment no. 308 on the third floor in block no. A' in the proposed residential apartment known as PARAMOUNT RESIDENCY and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment.
- E. The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled apartment and also about the capacity, competence and ability. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- F. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 32,00,000/- (Rupees Thirty Two Lakhs Only) and the Buyer has agreed to purchase the same.
- G. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

ANNA

Page 2

# NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Luxury Apartment together with proportionate undivided share in land and parking space, as a package, as detailed here below in the residential apartment named as Paramount Residency, which is more fully described in Schedule 'B' annexed.

#### Schedule of Apartment:

- a) Luxury Apartment No. 308 on the third floor in block no. 'A' admeasuring 1600 sft of super built up area.
- b) An undivided share in the Schedule Land to the extent of 104.93 Sq. Yds.
- c) A reserved parking space for single car on the stilt floor, bearing no. 1 admeasuring about 100 sft.
- 2. That the total sale consideration for the above shall be Rs. 32,00,000/- (Rupees Thirty Two Lakhs only).
- 3. That the Buyer has paid an amount of Rs. 4,00,000/- (Rupees Four Lakhs Only) to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
- 4. The Buyer agrees to pay the balance sale consideration amount of Rs. 28,00,000/- to the Vendor in within 45 days from the execution of agreement of Sale.
- 5. That on payment of the full consideration amount as mentioned above and the Vendor shall deliver the possession of the Schedule Apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Schedule Apartment and enjoy the same with all the rights and privileges of an owner.
- 6. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
- 7. The Vendor convenants with the Buyer that the Schedule Premises is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.
- 8. That the residential apartment shall always be called 'Paramount Residency' and the name thereof shall not be changed.
- 9. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
- 10. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

AMM

(n)

Page 3

#### SCHEDULE `A' SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177
South By	Sy. Nos. 175, 174 & 167
East By	Sy. No. 159
West By	Sy. No. 198

#### SCHEDULE 'B'

# SCHEDULE OF APARTMENT

All that portion forming apartment no. 308 on the third floor in block no. A, admeasuring 1600 sft. of super built-up area (i.e., 1280 sft. of built-up area & 320 sft. of common area) together with proportionate undivided share of land to the extent of 104.93 sq. yds. and a reserved parking space for car on the stilt floor bearing no. 1, admeasuring about 100 sft., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	Flat No.307	
South By	Flat No.309	
East By	Open to sky	
West By	6' wide corridor	

#### **WITNESSES:**

1.

2.

VENDOR

BUYER

Plan showing Apartment No. 308 on the third floor in block 'A' of Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District.

Vendor:

Buyer:

Mr. Gaurang Mody Mr. Krishan Kumar Joshi

Flat area:

1600 sft.

Undivided share of land:

104.93 sq.yds.

Boundaries : North by:

Flat No.307

South by:

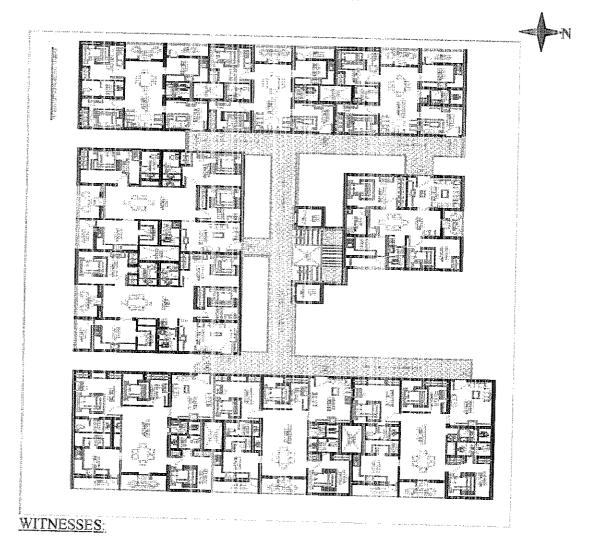
Flat No.309

East by:

Open to sky

West by:

6 wide corridor



]

2.

VENDOR

BÙYER

Page  $\beta$