



తెలంగాణ తేలంగానా TELANGANA

S.No. 3241 Date: 17-03-2020

Sold to: RAMESH

S/o.: Late NARSING RAO

For Whom: KADAKIA & MODI HOUSING

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 10th day of January 2021 at Secunderabad by and between:

M/s. Kadakia & Modi Housing, 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 51 years, hereinafter referred to as 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

M/s. Modi Properties Pvt Ltd having its office at 5-4-187/3&4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Director Mrs. Tejal Modi W/o. Shri Soham Modi, aged about 50 years, hereinafter on referred to as the Purchaser.

For KADAKIA & MODI HOUSING


Partner



WHEREAS:

A. The Vendor is the absolute owner and possessor of the land admeasuring about 25,250 sq yds, forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District), hereinafter referred to as the Scheduled Land, by virtue of various registered sale deeds as given hereunder.

S.no.	Sale Deed no.	Dated	Sy. No.	Extent of
1.	12499/2006	30.08.2006	1139	5050 Sq.yds
2.	8096/2006	30.05.2006	1139	5050 Sq.yds
3.	8097/2006	30.05.2006	1139	5050 Sq.yds
4.	8098/2006	30.05.2006	1139	5050 Sq.yds
5.	11482/2006	10.08.2006	1139	5050 Sq.yds
Total Extent of Land				25,250 Sq.yds

B. All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District), and are executed by the following owners:

- Smt. Immanni Sathyaveni W/o. Shri. Sheshagiri Rao
- Shri. Immanni Ravi Kiran S/o. Shri. Sheshagiri Rao
- Shri. Immanni Sathyanarayana Krishna Prasad S/o. Shri. Sheshagiri Rao
- Smt. Immanni Seetha Mahalaxmi W/o. Shri. P. Ranjit

C. The Vendor has obtained necessary building permit and other necessary permits from HMDA vide Permit No. 660/MP2/Plg/HUDA/07 dated 12/05/2008 for development of the Scheduled Land into a housing complex consisting of 72 villas (independent houses), Commercial complex, along with common amenities like roads, drainage, electric power connection, clubhouse/amenities block, landscaped areas, etc.

D. The Commercial Complex is constructed such that it is independent from the housing complex/ gated community which consists of 72 villas clubhouse and other amenities and facilities. The commercial complex is facing the main road and shall have an independent entry from the main road. Prospective purchasers of villas/independent houses in the gated community /housing complex are required to become members of the Association/body that has been formed for maintenance of common amenities and facilities of the gated community/housing complex viz., Bloomdale Owners Association, registered under Society Registration Act in the year 2010. The Purchaser herein shall not be entitled to use the facilities and amenities of the gated community and shall not be required to become a member of the said society.

E. The Buyer is desirous of purchasing the Commercial Complex forming a part of group housing scheme known as "Bloomdale" and has approached the Vendor. The said commercial complex is hereinafter referred to as Commercial Complex and more fully described in the schedule hereunder.

F. The Buyer has inspected all the title documents of the Vendor in respect of the Commercial Complex and the Buyer upon such inspection etc., is satisfied as to the title of the Commercial Complex.

G. The Vendor has agreed to sell the Commercial Complex together with proportionate undivided share in land for a total consideration of Rs. 40,00,000/-(Rupees Forty Lakhs Only) and the Buyer has agreed to purchase the same.

H. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.

For KADAKIA & MODI HOUSING


Partner



NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase the Commercial Complex as detailed here below in the group housing scheme named as Bloomdale, situated at Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District. Details of the commercial Complex:
 - a. Land area – 230 sq yds.
 - b. Constructed area – 1,954 sft consisting of ground + 2 upper floors.
2. That the total sale consideration for sale of commercial complex shall be Rs. 40,00,000/- (Rupees Forty Lakhs only).
3. That the Buyer has paid an amount of Rs. 33,00,000/- (Rupees Thirty Three Lakhs Only) to the Vendor by way of cheque no. 318763 dated 21-12-2020 drawn on YES Bank, the receipt of which is admitted and acknowledged by the Vendor.
4. The Buyer agrees to pay the balance sale consideration amount of Rs. 7,00,000/- (Rupees Seven Lakhs only) to the Vendor within 90 days of this Agreement
5. It is agreed between the parties herein that the split up of total sale consideration amount mentioned above are agreed as follows:
 - a. Rs. 20,00,000/- towards sale of land. The Buyer shall be entitled to convey the said land in its favor or in favor of its nominees at any time by way of a sale deed.
 - b. Rs. 20,00,000/- towards construction of the Commercial Complex. The Buyer shall enter into an Agreement of Construction with the Vendor for construction of the said Commercial Complex. The Vendor agrees to complete the construction of the Commercial Complex within 90 days of this agreement.
6. That on payment of the full consideration amount as mentioned above the Vendor shall deliver the possession of the Commercial Complex to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Commercial Complex and enjoy the same with all the rights and privileges of an owner.
7. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title and the permit for construction 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.
8. The Vendor convenants with the Buyer that the Schedule Premises is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.
9. That the housing project shall always be called 'Bloomdale' and the name thereof shall not be changed.
10. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
11. 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.
12. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales tax, GST other similar levy that is leviable or may become leviable with respect to the sale or construction of the Scheduled Complex, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.
13. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

For KADAKIA & MODI HOUSING



Partner

KNM commercial complex



DESCRIPTION OF THE SCHEDULED LAND

All that part and parcel of land admeasuring about 25,250 sq. yds, forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District), and bounded by:

North By	Land belonging to Former Owners
South By	Land belonging to Former Owners
East By	Sy. No. 1078 & 1138
West By	Sy. No. 1183, 1187, 1188 & 1140

SCHEDULE OF THE COMMERCIAL COMPLEX

All that piece and parcel of land, admeasuring about 230 sq yds, along with a commercial complex constructed thereon consisting of ground + 2 upper floors admeasuring 1954 sft , in the housing project named as Bloomdale forming a part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District),, bounded by:

North by: Villa no. 72
South by: 40' wide Road
East by: 40' road and main gate of gated community.
West by: Village road.

WITNESSES:

- 1.
- 2.

For KADAKIA & MODI HOUSING

Partner

VENDOR

BUYER

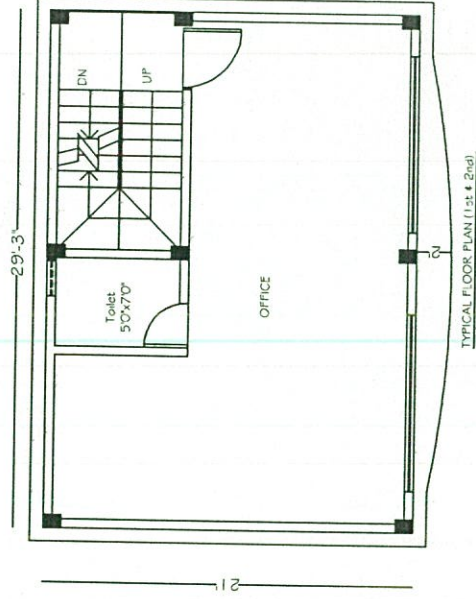
Plan showing Complex in Bloomdale forming a part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District.

Vendor: .
Buyer: .
Complex area:
Undivided share of land:

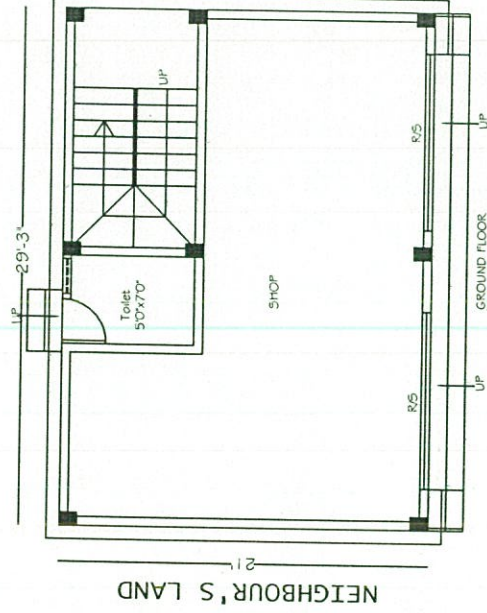
M/s. Kadakia & Modi Housing
Modi Properties Pvt. Ltd.
1,954 sft.
230 sq.yds

North by: Villa no. 72
South by: 40' wide Road
East by: 40' road & main gate of gated community
West by: Village road.

Boundaries :



PARKING & VILLA, NO. 72



30' WIDE ROAD

40' WIDE ROAD

Witness:

1.

2.

For KADAKIA & MODI HOUSING

VENDOR Partner

BUYER