



తెలంగాణ తెలంగాణా TELANGANA

 BC 550849

Tran Id: 240328114416119597
Date: 28 MAR 2024, 11:53 AM
Purchased By:
TEJAL MODI
W/o SOHAM MODI
R/o SEC-BAD
For Whom
** SELF **

K. SATISH KUMAR
LICENSED STAMP VENDOR
Lic. No. 16/05/059/2012
Ren.No. 16-05-033/2024
Plot No.227, Near C.C.Court, West
Marredpally,Sec-Bad
Ph 9849355156

AGREEMENT OF SALE

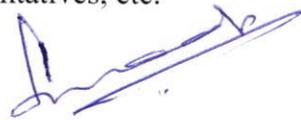
This Agreement of Sale is made and executed on this the 01st day of April 2024 at Secunderabad by and between:

1. Mrs. Tejal Modi, wife of Mr. Soham Modi aged about 54 years and
2. Mr. Soham Modi, son of Mr. Satish Modi aged about 55 years, residing at Plot no.280, Road no.25, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor.

In favour of

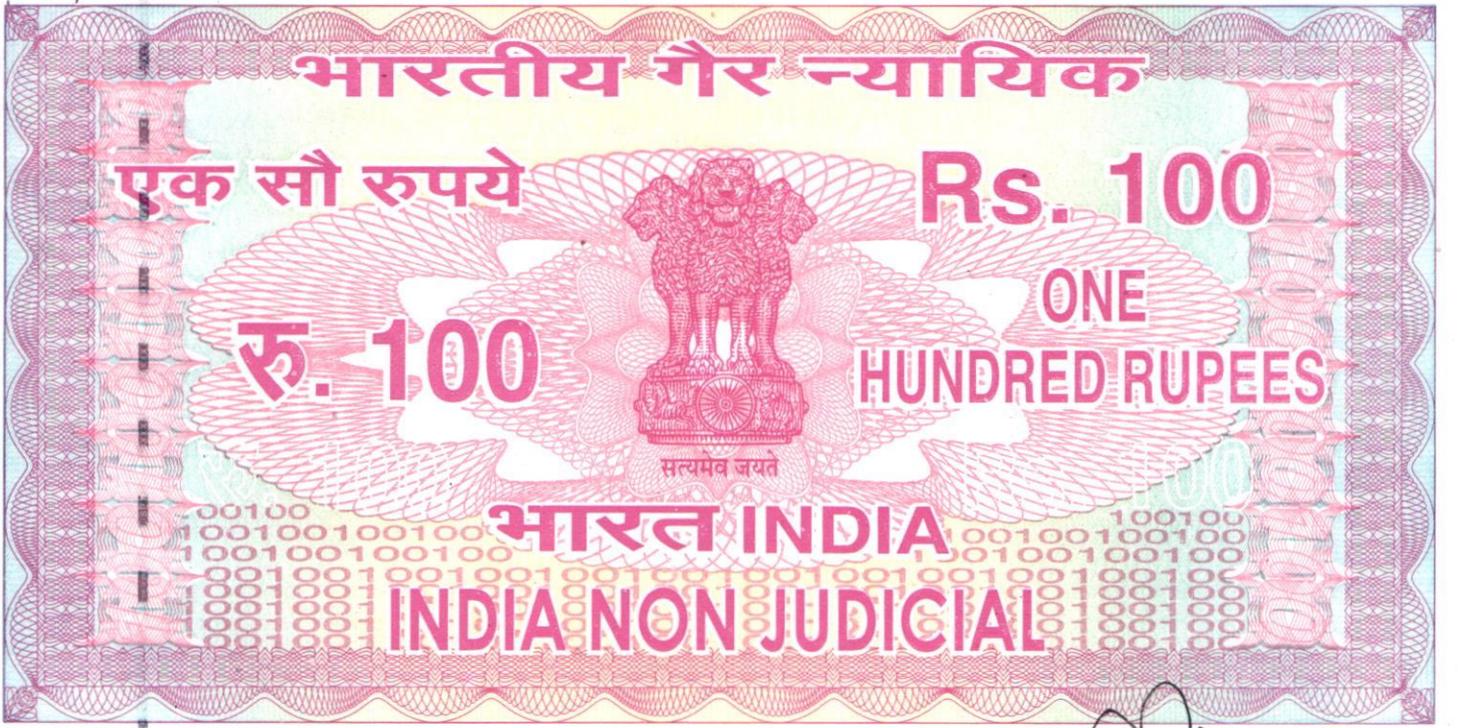
Mrs. Manisha Tibrewala, wife of Mr. Nikhil Tibrewala, aged about 53 years, residing at 8-2-325/4, Road no 3, Banjara Hills, Hyderabad-500034 hereinafter referred to as the 'Purchaser'

The term Vendor and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

1. 
(Mrs. Tejal Modi)



2. 
(Mrs. Soham Modi)



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1. The Vendor is absolute owner of the Scheduled Property, the details of which are provided in Annexure – A attached herein. The plan of the Scheduled Property is given in Annexure – B. The Scheduled Property forms a part of the Housing Project and the site plan of the Housing Project is attached as Annexure- C herein.
2. The Vendor became owner of the Scheduled Property by way of understanding/agreement/ deed, details of which are given in annexure -A attached herein.
3. The Purchaser has agreed to purchase the Scheduled Property from the Vendor and the Vendor has agreed to sell the Scheduled Property to the Purchaser. The sale consideration payable for purchase of the Scheduled Property, payment terms and other commercial terms are detailed in Annexure – A given herein.
4. 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.

1. T.M. 
X

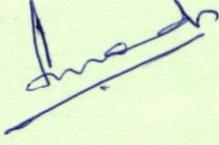
(Tejal Modi)

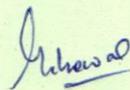
2. 
(Mr. Sohamed)

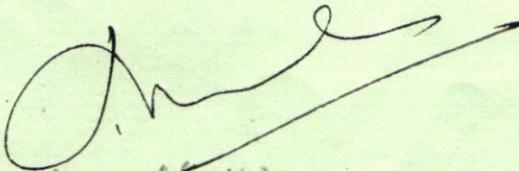


5. The Purchaser has paid an advance to the Vendor, the receipt of which is admitted and acknowledged by the Vendor. The details of which are given in Annexure – A.
6. The Purchaser agrees to pay the balance consideration as per the payment terms mentioned in the Annexure – A herein.
7. That on payment of the full consideration amount as mentioned herein, the Vendor shall deliver the possession of the Scheduled Property to the Purchaser with all amenities and facilities as agreed to between the parties and the Purchaser shall enter into possession of the Scheduled Property and enjoy the same with all the rights and obligations of an owner.
8. The Purchaser has examined the title deeds, plans, permissions and other documents and is satisfied with the title of the Vendor. The Purchaser has also verified the extent of the Scheduled Property and the authority of the Vendor to transfer its rights in the Scheduled Property to the Purchaser. The Vendor shall not raise any objections on these counts.
9. The Vendor declares that:
 - 9.1. The Vendor is the absolute owner of the Scheduled Property.
 - 9.2. There are no other claimants to the Scheduled Property.
 - 9.3. The recitals mentioned in this agreement are true to the best of the Vendor's knowledge.
 - 9.4. There are no proceedings or suits pending in any court of law, revenue department, statutory authorities, tribunals, etc., in relation to the Scheduled Property.
 - 9.5. The Vendor gives guarantee of title to the Purchaser.
 - 9.6. The Vendor indemnifies the Purchaser against any claim made by any party on the Scheduled Property.
 - 9.7. The Vendor has paid all taxes and charges to the concerned authorities in relation to the Scheduled Property, as on this day and if any claim is made on this count, it shall be the Vendor responsibility to pay the same.
 - 9.8. The Vendor agrees to sign and execute all such documents that may be required to effectively transfer / mutate / convey the Scheduled Property to the Purchaser.
10. The Vendor has agreed to sell the Scheduled Property on an as is where is basis and the Purchaser has accepted the same.
11. It is agreed by the Vendor and the Buyer that time is the essence of the contract. In case the Buyer fails to pay the entire balance sale consideration to the Vendor within the agreed period given in Annexure - A, this agreement shall ipso facto stand cancelled and the consequences upon cancellation as given below shall follow.
12. In the event of cancellation of this Agreement of Sale for reasons of default in payment of the entire consideration by the Buyer to the Vendor or for breach of any other terms and conditions of this agreement, this agreement shall stand cancelled and:
 - 12.1. The Vendor shall be entitled to deduct 10% of the total sale consideration as cancellation charges.
 - 12.2. The Vendor shall refund the amount paid by the Buyer after deducting the cancellation charges within 30 days of such a cancellation.

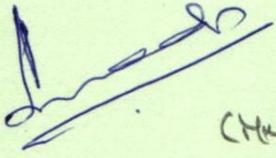
1. T.M
x

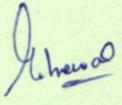

C. Ven. (Legal Block)

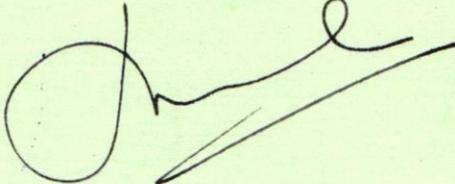
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2. 
C. Ven. (Legal Block)

13. The Vendor has purchased the Scheduled Property from the Developer of the Housing Project (details of Developer are given in Annexure – A herein). The Vendor undertakes to obtain a no objection certificate from the Developer stating that the Developer has no objection to the transfer of the Scheduled Property in favour of the Purchaser and that upon the request of the Vendor the Developer shall execute a sale deed/ conveyance deed in favour of the Purchaser.
14. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
15. 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 Purchaser only.

VENDOR: T.M
1x  (Mun. Sec. H. Sec) L.


PURCHASER:

 (Mr. Johany H. Sec)

Witness no. 1
Name:
Address:

Witness no. 2
Name:
Address:

Annexure – A

Details of property and sale consideration

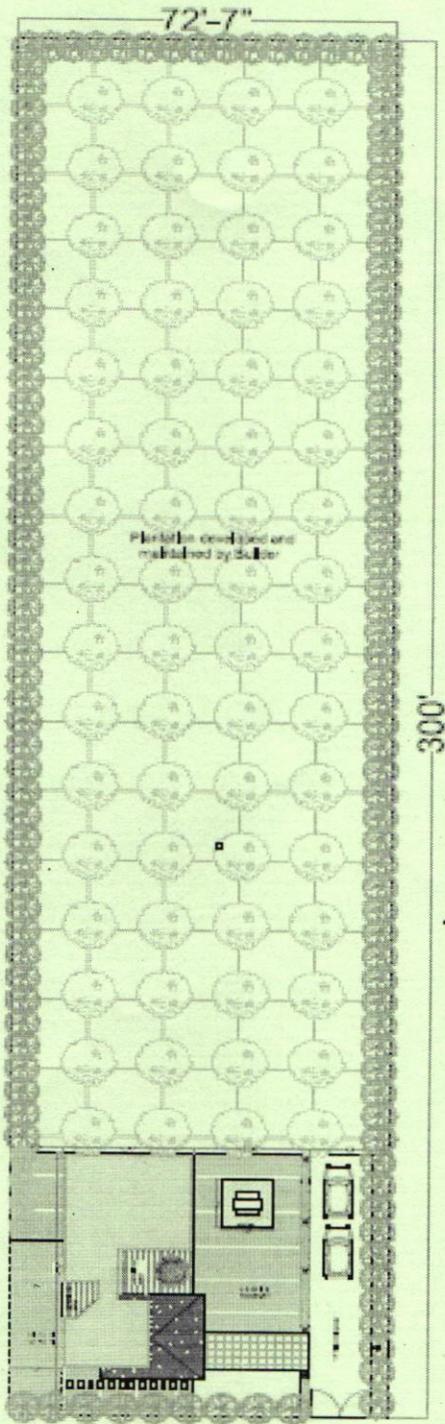
| | | | | |
|-----|---|---|-----------------|-----------------|
| 1. | Names of Purchaser: | Mrs. Manisha Tibrewala | | |
| 2. | Purchaser's permanent residential address: | 8-2-325/4, Road no 3, Banjara Hills, Hyderabad-500034 | | |
| 3. | Purchaser's Email ID for correspondence: | | | |
| 4. | Purchaser's Mobile no.: | 9160190000 | | |
| 5. | Pan no. of Purchaser: | ABMPT8089P | | |
| 6. | Aadhar card no. of Purchaser: | 4114 1906 8393 | | |
| 7. | Details of Housing Project | The Farm House Project consist of 50 no. farmhouses of about ½ acre each on a land area of Ac. 31-34 Gts., forming a part of Sy. nos. 33, 43, 44 & 46, Yenkapally Village, Chevella Mandal, R.R. District and known as Serene Farms. | | |
| 8. | Details of Developer | M/s. Serene Constructions LLP 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad. | | |
| 9. | Details of Vendors ownership of the Scheduled Property | Vendor became owner of the property by way of Agreement of Sale dated 31.07.2015 executed by the Developer in favour of the Vendor. | | |
| 10. | Name of Vendor | 1. Mrs. Tejal Modi, wife of Mr. Soham Modi 2. Mr. Soham Modi, son of Mr. Satish Modi | | |
| 11. | Vendor's address for correspondence | Plot no.280, Road no.25, Jubilee Hills, Hyderabad | | |
| 12. | Vendor's email id | sohammodi@modiproperties.com | | |
| 13. | Vendors' mobile no. | | | |
| 14. | Vendor's aadhar no. | 3146 8727 4389 | | |
| 15. | Vendor's PAN No. | ABMPM6725H | | |
| 16. | Details of Scheduled Property: | | | |
| | a. Flat/villa no.: | 35 | | |
| | b. Land Area: | 2420 sq yds | | |
| | c. Constructed area: | 1000 sft | | |
| | d. Car parking: | NA | | |
| | e. Other details | NA | | |
| 15. | Total sale consideration payable by Purchaser to Vendor for the Scheduled Property: | Rs. 27,50,000/- (Rupees Twenty Seven Lakhs Fifty Thousand Only) | | |
| 16. | Details of advance paid: | | | |
| | Sl. No. | Date | Payment details | Amount |
| | a. | 01.04.2024 | Online transfer | Rs. 15,00,000/- |
| 17. | Total advance paid: | Rs. 15,00,000/- | | |
| 18. | Payment terms: | | | |
| | Installment | Due date for payment | Amount | |
| | I | Within 30 days of booking | Rs. 12,50,000/- | |
| 19. | Description of the Schedule Property: | <p>All that piece and parcel of agricultural land bearing Farm No. 35 admeasuring about 2420 sq. yds. forming part of Sy. nos. 33, 43, 44 & 46, Yenkapally Village, Chevella Mandal, R.R. District, marked in red in the plan annexed hereto as Annexure A along with a cottage/villa admeasuring about 1000 sft and bounded as under:</p> <p>North by: Farm no 36 South by: Farm no 34 East by: Farm no 18 West by: Tot lot area</p> | | |

VENDOR
AOS - 35 Serene

PURCHASER

Annexure - B

PLAN FOR CONSTRUCTION OF cottage/villa no. 35 ADMEASURING 1000 SFT. OF BUILT-UP AREA..



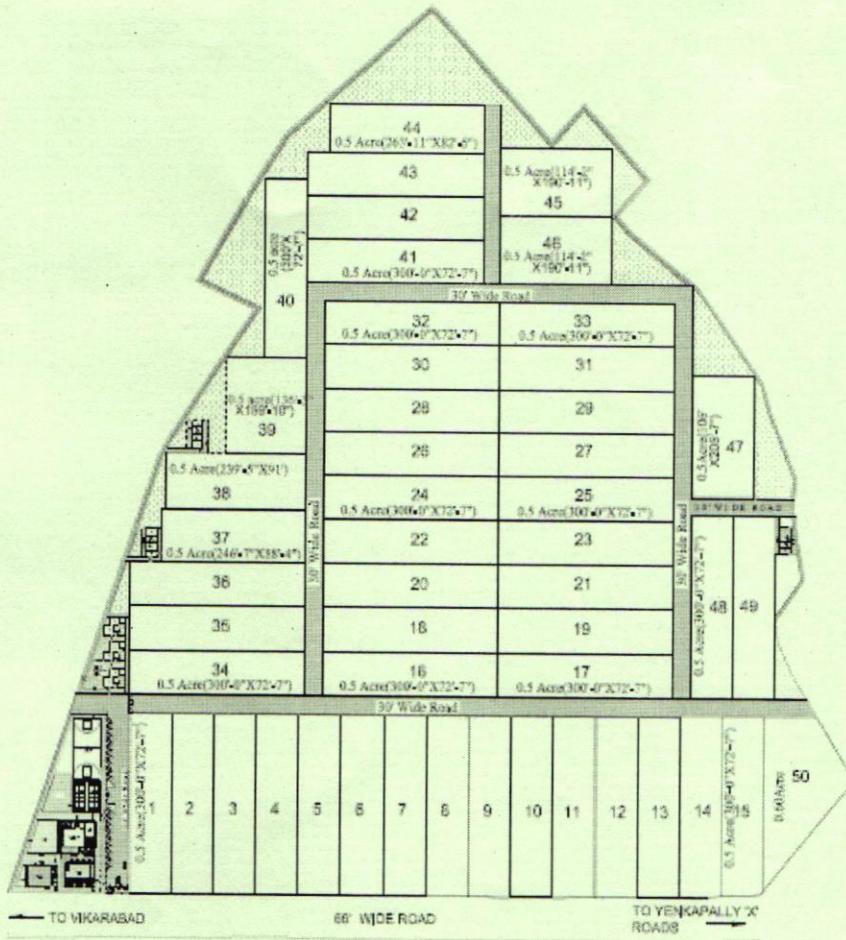
1. J.M. *[Signature]*
(Vendor Side)

2. *[Signature]*
(Vendor Side)
VENDOR

[Signature]
PURCHASER

Annexure - C

Site plan of Project



1. T.M. *[Signature]*
 Mr. (Serd) (Soh)

2. *[Signature]*
 VENDOR

[Signature]
 PURCHASER