



आन्ध्र प्रदेश ANDHRA PRADESH

173119

2790

12/04/2006

100/-

Prabhakar Reddy  
Padma Reddy  
M/S. Modi Ventures

K. SRINIVAS

C.V. No. 26/98, R.No. 39/2006  
City Civil Court.  
SECUNDERABAD

### AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 27<sup>th</sup> day of April 2006 at Secunderabad by and between

**M/S. MODI VENTURES**, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, hereinafter called the "**Vendor**" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee).

AND

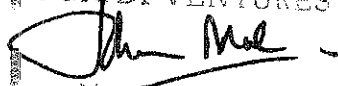
**M/S. SRI SAI BUILDERS**, a registered partnership firm having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad – 500 062 represented by Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, Managing Partner of M/s. Modi Ventures who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 10302/05 registered at S.R.O. Uppal, hereinafter called the "**Firm**" (which expression where the context so permits shall mean and include its successors in interest, nominee, assignee).

AND

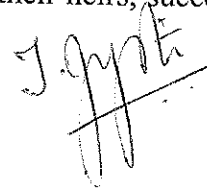
**MRS. T. JYOTHI**, WIFE OF DR. ESHWAR, aged 57 years, residing at CS-4, Wide Park Apts., Snehapuri Colony, Nacharam, Hyderabad, hereinafter called the "**Buyer**" (which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

For MODI VENTURES

For Sri Sai Builders

  
Managing Partner

  
G.P.A. Holder



**WHEREAS:**

- A. The **Firm** constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya, (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand are the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-0 Gts. by virtue of registered sale deed dated 10<sup>th</sup> July, 2003 bearing document no. 8184/03 and sale deed dated 5<sup>th</sup> February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as **The Scheduled Land**, more fully described in Schedule 'A' annexed to this Agreement.
- B. The **Firm** has purchased the Scheduled Land for a consideration from its previous owners viz., Sri Koukutla Mogulaiah Alias Mogula Reddy, Sri Koukutla Jangaiah Alias Janga Reddy, Sri Koukutla Narsimhulu Alias Narsimha Reddy and others (hereinafter referred to as the Original Owners).
- C. The Original Owners got their rights as per ORC issued vide proceeding by the RDO East Division, File No. H/6733/79 dated 10.02.1982 and confirmed in the proceedings bearing file no. J/7156/96 dated 06.09.1997. Patta Passbook and title deeds were issued in favour of the Original Owners for a portion of the lands in Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, R. R. District, as per details given below:

Survey No.	Area Ac-Gts.	Issued in favour of	Title Book No.	Passbook No.
93	0-28	K. Mogulaiah	179141	73706
94	0-29			
95	2-14			
93	0-27	K. Jangaiah	179115	73738
94	0-30			
95	2-14			
93	0-27	K. Narsimhulu	176051	73741
94	0-30			
95	2-13			

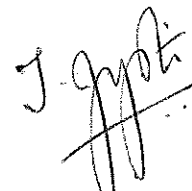
- D. The **Firm** invited the **Vendor** to develop the Scheduled Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them have agreed to do so jointly.
- E. The **Firm** and the **Vendor** hereto have applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the **Vendor**. The permissions have been received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks aggregating to about 2,83,825 sq.ft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.
- F. The **Firm** and the **Vendor** for the purposes of joint development of the scheduled land have reached into an understanding whereby the **Vendor** agreed to purchase certain area of land out of the total land area of Ac. 4-00 Gts., and the balance land to be retained by the **Firm**. To give effect to this broad understanding, the firm and the Vendor have executed following documents:
- (a) Joint Development Agreement dated 20.10.2005  
(b) Agreement of Sale-cum General Power of Attorney dated 20.10.2005
- Both the above documents are registered with the office of the Sub-Registrar Office as documents No.10300/05 and 10302/05 respectively.

To: Sub-Registrar, Uppal, R.R. District

  
Managing Partner

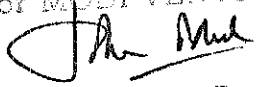
To: Sub-Registrar, Uppal, R.R. District

  
Sub-Registrar

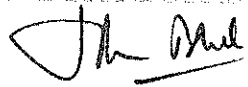
  
Vendor

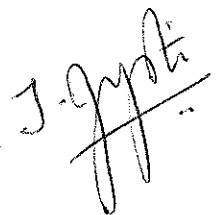
8. That the **Buyer** at his discretion and cost may avail housing loan from Bank / Financial Institutions. The **Buyer** shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The **Vendor** shall under no circumstances be held responsible for non-sanction of the loan to the **Buyer** for whatsoever reason. The payment of installments to the **Vendor** by the **Buyer** shall not be linked with housing loan availed / to be availed by the **Buyer**.
9. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the **Buyer** to avail housing loan, the **Vendor** will execute a sale deed in favour of the **Buyer** for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the **Buyer** shall be required to enter into a separate construction contract with the **Vendor** for completing the unfinished apartment and the **Buyer** shall not raise any objection for execution of such an agreement.
10. That in the event the **Buyer** is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the **Buyer** for timely payments from such financier to the **Vendor**. Any default in payment by such financier to the **Vendor** shall be deemed to be the default by the **Buyer** and the consequence as regards default in payments as contained under this Agreement shall become operative.
11. That any time given to the **Buyer** for fulfillment of his obligations hereunder by the **Vendor** or the nominee of the **Vendor** shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the **Buyer** other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the **Vendor** in any manner whatsoever.
12. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, 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.
13. 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.
14. That it is hereby agreed and understood explicitly between the parties hereto that the **Buyer** shall be solely responsible for payment of VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
15. That the **Vendor** shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the **Vendor** under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the **Buyer** shall be charged extra.
16. That it is specifically understood and agreed by the **Buyer** that the Sale Deed executed in favour of the **Buyer** and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.

For MODI VENTURES

  
Managing Partner

For SRI LAKSHMI DAS

  
G.P.A. Holder

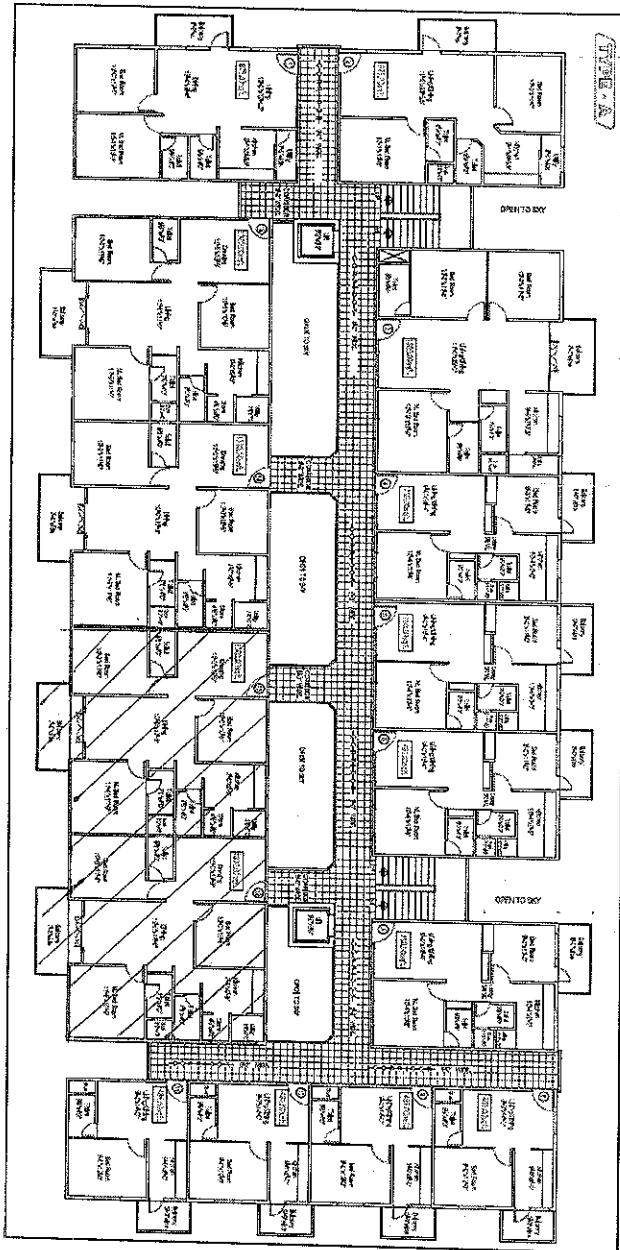


Plan showing Apartment No. 412 & 413 on the fourth floor in block no. 'A' of Gulmohar Gardens at Survey Nos. 93 to 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District.

Vendor: M/s. Modi Ventures  
Buyer: Mrs. T. Jyothi  
Flat area: 2600 sft.  
Undivided share of land: 159.90 sq. yds.

**Boundaries:**

North by: Flat No. 414  
South by: 6' wide corridor  
East by: 10' wide cutout & 6' wide corridor  
West by: Open to sky



**WITNESSES:**

1. *Edwan Bennett*
2. *[Signature]*

For MODI VENTURES

*John Modi*  
Managing Partner  
**VENDOR**

*John Modi*  
G.R.A. Holder

**FIRM**

*J Jyothi*  
**BUYER**