



आन्ध्र प्रदेश ANDHRA PRADESH

396229

5591, 31/01/2006 50L
Sold to RAMU
Balu sec-bad
Satish modi s/o Manilal modi

Agreement of Construction

This AGREEMENT is made and executed at Secunderabad on this the __ day of February 2006, by and between:

1. **Shri Satish Modi**, Son of late Shri Manilal C Modi, Hindu, aged 55 years, residing at Plot No. 280, Road 25, Jubilee Hills, Hyderabad- 500 034 hereinafter referred to as the BUILDER which term shall include whenever the context may so require his heirs, executors, administrators and assigns.

INFAVOUR OF

2. **Mr. Gaurang Mody**, S/o Jayantilal Mody, aged ____ years, residing at Flat No 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad, hereinafter referred to as the BUYER which term shall include whenever the context may so require his heirs, executors, administrators and assigns, witnesseth+ as follows:-

Satish modi.

Gaurang Mody



आन्ध्र प्रदेश ANDHRA PRADESH

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5592 31/01/2006 50L

Ramu

Balu

sec-bad

Satish Modi s/o Mani Lal Modi

A. SSTRANGAN

V.L. No: 10/98, R. No: 2/2006
Near Cantonment Board & Union Office
Jest Marredpally, Secunderabad

WHEREAS:

- Land admeasuring 6561 Sq. Mts., or 7848.55 Sq. Yds., forming part of Sy. Nos. 37 & 38 situated at Chikoti Gardens, Begumpet, Secunderabad, was purchased by Gurudev Siddha Peeth, vide Gift Settlement Deed no 1552/75 registered on 7/7/75 Book no 1 Vol No 315 pages 452 to 455 registered at office of the Sub registrar Secunderabad.
- The Builder had entered in an agreement dated 29-06-1991 with Gurudev Siddha Peeth for the purchase of certain immovable properties belonging to Gurudev Siddha Peeth, situated in Hyderabad. The proposed transfer had been approved by the Charity Commissioner, Mumbai, vide order dated January 20,1992, as also by the appropriate authority under the Income-tax Act by NOC u/s. 269 UL of the Income tax Act dated September 30th 1991. The Builder had fulfilled all his obligations by payment of full consideration receivable by the Gurudev Siddha Peeth for the immovable properties mentioned above
- The Builder has entered into a partnership with third parties to an extent of 5886 Sq.yds and retaining to himself, the remaining area of 1962 sq.yds.

Satish Modi.

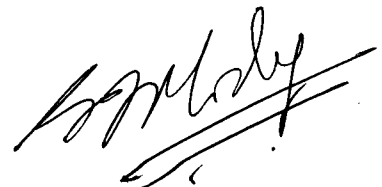
Satish Modi

- D. The Builder has obtained necessary sanction from the Municipal Corporation of Hyderabad for construction on the land admeasuring 1962 Sq.yards a residential apartment complex at his own cost named as 'Sapphire', consisting of stilt + 5 upper floors. The permission was granted under Permit No. 50/41 of 1996, dated 13-12-1996, File No.327/TP7/SD/96.
- E. The Builder has sold and the Buyer has purchased
- An undivided share in the Scheduled Property to the extent of 62 Sq yds or 51.80 sq mtrs ;
 - An apartment with open parking space No. 18 a, b (hereafter referred to as the apartment etc.) aggregating to 1435 sq ft of the super built-up area on the First floor in the building known as 'Sapphire', numbered as 105, constructed by the Builder on the Scheduled Property.
- F. The apartment along with undivided Share of land admeasuring 51.80 sq m as mentioned above, has been allotted by the Government of Andhra Pradesh vide orders in GO Ms No 1919 Revenue (UC II) Department, dated 17/11/05 as per the terms of Go No 455 dated 29-7-02 and an endorsement dated 1/12/05 has been issued by the Special Officer and Competent Authority ULC Hyderabad for the allotment of Flat no 105 along with 51.80 sq.mtrs of land. In the above mentioned GO MS No 455 dated 29-7-02, para 4 (q) states that "*The allotment doesn't require any registration under Indian Registration Act 1908 and no stamp duty shall be payable under Indian Stamp Act 1899*".
- G. However the buyer has requested the builder to execute this agreement to confirm the transfer of the scheduled apartment mentioned above on the following terms and conditions

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Builder has transferred and handed over possession to the Buyer, for consideration detailed here in and subject to terms and conditions laid down hereafter, the following:
 - An apartment with open parking space No. 18 a, b (hereafter referred to as the apartment etc.) aggregating to 1435 sq ft of the super built-up area on the First floor in the building known as 'Sapphire', numbered as 105, as per the plans and specifications described in more detail in Schedule 1 hereto in the building constructed by the Builder on the Scheduled Property.
2. The total consideration for construction of the apartment shall be Rs. 5,16,600/- (Rupees Five lacs sixteen thousand six hundred Only) has been paid in full by the buyer and the builder acknowledges the same.
3. The Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
4. The terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Builders and the Buyer shall not have any right, title or claim thereon. The Builder shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
5. The Building shall always be called 'Sapphire', and the name thereof shall not be changed.

Sator msh.



6. The Buyer / Builder have paid the proportionate share of all deposits or any other costs, charges or payments, made to the Electricity Board, Water Works Department, Sewerage Board or any other authority for the provision of water, drainage and electricity connection or installation of a transformer, as determined by the Builder, etc.
7. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the building nor shall he/she make any additions or alterations in the building without the written permission of Sapphire Apartments Owners Association
8. The Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc, not mean therefore; (b) use the apartment for any illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose.
9. The Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes etc payable to State or Central Government or other local bodies or any other concerned body authority etc.
10. A society, Sapphire Apartments Owners association has been formed to look after the repairs and maintenance and the day-to-day affairs of the Building. The Buyer shall be required to pay charges for maintenance etc. of the building to the society as determined by the society, whether or not the apartment etc is in active occupation. If the Buyer ever fails to pay maintenance charges for his apartment, the society shall be entitled to disconnect and stop providing all or any services to the said apartment including water, electricity etc.
11. The Stamp Duty, and other expenses related to the execution of this agreement, has been borne by the Buyer only.

SCHEDULE - 1.

Apartment No. 105, along with parking and undivided share of land, as mentioned in the table given below and more fully described in Annexure I (First floor, apartment no.105 shown in red colour), forming a part of the apartment complex known as SAPPHIRE situated at, Premises bearing No. 1-10-72/5/C, Survey No. 37 & 38 Part. Cheekoti Gardens. Begumpet, Secunderabad.

Flat No.	Area in sft	Parking No.
105	1435	18 a, b

IN WITNESS WHEREOF the parties hereto have executed this agreement in full understanding on the date and at the place mentioned above.

Witnesses:

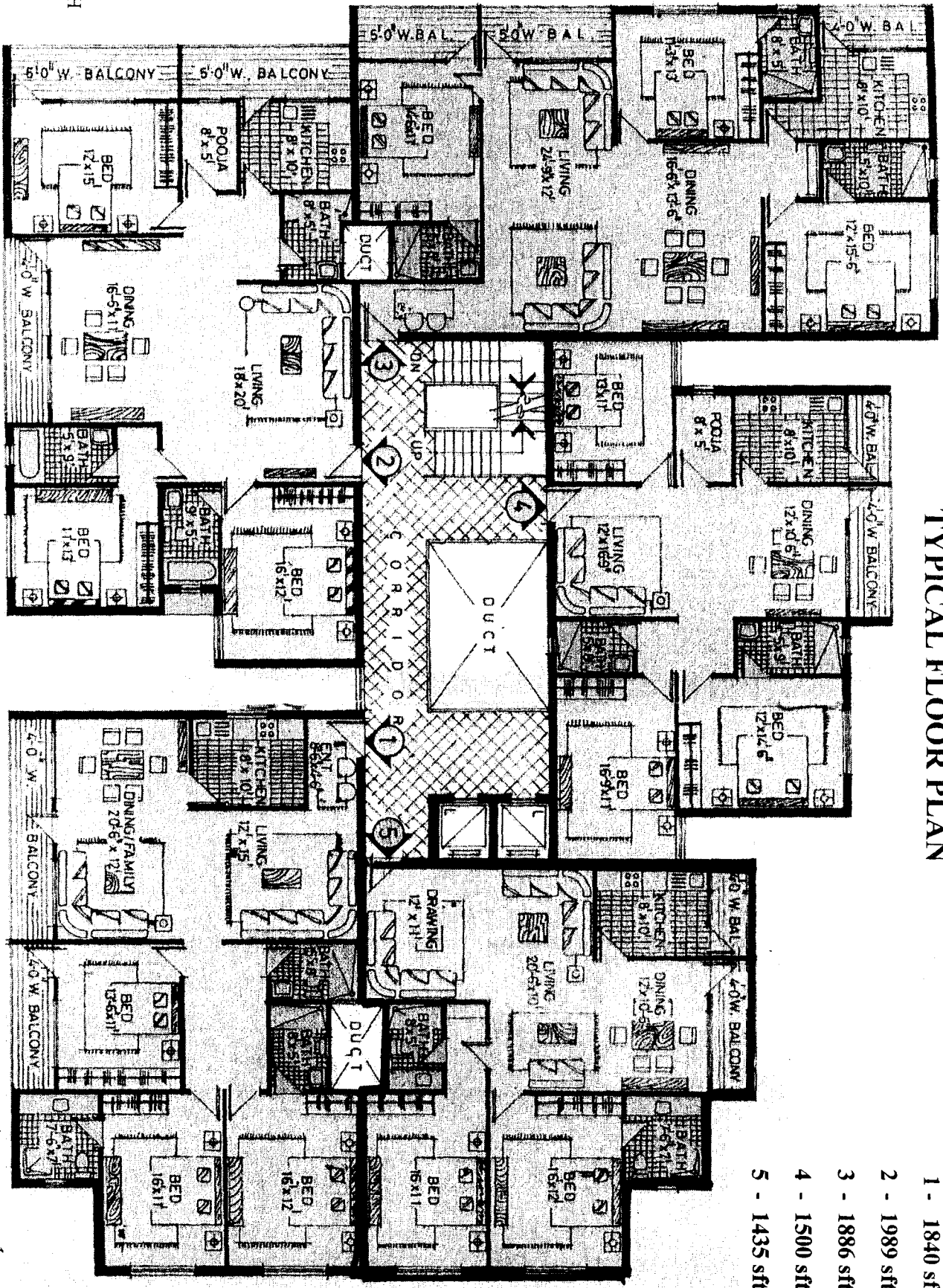
1.

Satish Mehta.
BUILDER

2.

[Signature]
BUYER

NORTH
↑



TYPICAL FLOOR PLAN

- 1 - 1840 sft
- 2 - 1989 sft
- 3 - 1886 sft
- 4 - 1500 sft
- 5 - 1435 sft

Solomon
ppp