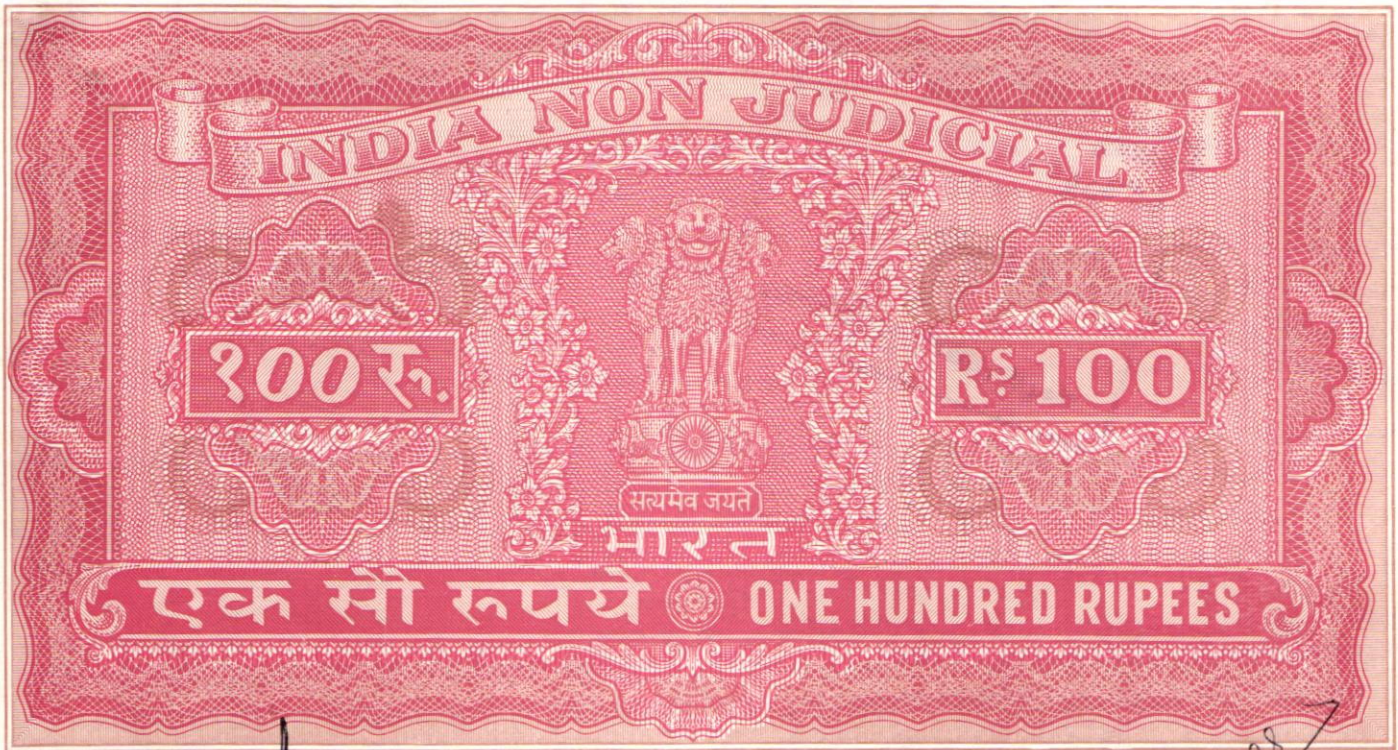


100Rs.



S.No. 1604 Date 22/5/2002 100/-

98635

K. Srinivas

G.V.L. No. 26/98, R. No. 32/2001  
CITY CIVIL COURT  
SECUNDERABAD

Name Mahender

S/o, S/o, W/o. Mallesh

For Whom Modi Properties & Investments Pvt. Ltd. (P) Ltd.

### AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 20th day of May 2002 at Secunderabad by and between

M/s. Modi Properties & Investments Pvt. Ltd., having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Managing Director, Mr. Soham Modi S/o Mr. Satish Modi, aged about 31 years, hereinafter called the "Builder" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee) of THE ONE PART,

AND

Mr. P. RAMESH, S/o Late Major P. Srinivaslu, aged 39 years, residing at Flat No.2 Vishwanath Towers, Nacharam X Road, 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.) of THE OTHER PART.

For Modi Properties & Investments Pvt. Ltd.  
*[Signature]*  
Managing Director

*[Signature]*  
P. Ramesh

**WHEREAS:**

- A. The Builder is the absolute owner and is possessed of all that land forming a part of survey No. 174, admeasuring 4 acres 32 guntas, situated at Mallapur village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy district (hereinafter the said land is referred to as "**The SCHEDULE LAND**") by virtue of under given registered sale deeds executed in favour of the Builder by the former owner M/s. Kissan Cement Pipe Company.

| Sale Deed Dated | Schedule and area of land                 | Document No | Registered with                                                                     |
|-----------------|-------------------------------------------|-------------|-------------------------------------------------------------------------------------|
| 3/10/96         | 1 acre 10 guntas                          | 25/97       | Sub Registrar Uppal, R. R. Dist., Book No. 1. Volume No. 2485, Page No. 169 to 186. |
| 31/12/97        | 1 acre 3 guntas                           | 562/98      | Sub Registrar Uppal, R. R. Dist., Book No. 1. Volume No. 2682, Page No. 31 to 48.   |
| 22/09/98        | 1 acre                                    | 7989/98     | Sub Registrar Uppal, R. R. Dist., Book No. 1. Volume No. 2845, Page No. 53 to 66.   |
| 24/02/99        | 1 acre along with A C Sheet Shed 1500 sft | 1491/99     | Sub Registrar Uppal, R. R. Dist., Book No. 1. Scanning No. 1507-1/99.               |
| 07/04/99        | 19 guntas                                 | 2608/99     | Sub Registrar Uppal, R. R. DST., Book No. 1. Scanning No. 2015/99.                  |
| Total Area:     | 4 acres 32 guntas.                        |             |                                                                                     |

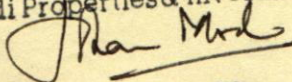
The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement.

- B. Originally, the Schedule Land belonged to a partnership firm M/s. Kissan Cement Company, by virtue of a registered sale deed dated 29/12/1972, registered as document No. 1883 in Book-I, Volume No. 304, Page 188 to 190 in the office of the Sub-Registrar, Hyderabad East, executed by its former owner M/s. I A L & Company.
- C. The Builder on the Schedule Land is constructing at his own cost blocks of residential apartments as a group Housing Scheme, named Mayflower Park, consisting of nine blocks, each having stilts plus five floors, along with certain common amenities, recreation facilities, roads, lighting etc.
- D. The Builder has obtained the necessary technical approval from HUDA Vide permission No 4549/P4/HUDA/99 dated 7/9/99 and building permit No. BA/236/99-2000 dated 22/9/99 from Kapra Municipality for construction of 9 blocks of residential apartments as stated above on The Schedule Land.
- E. The Buyer is desirous of purchasing an apartment in the proposed building and has approached the Builder.
- F. The Builder has agreed to sell an apartment together with proportionate undivided share in land and parking space as a package.
- G. The Builder and the Buyer are desirous of reducing into writing the terms of sale.

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the Builder agrees to sell for a consideration and the Buyer agrees to purchase an apartment together with proportionate undivided share in land and a parking space, as a package, as detailed here below in a group of residential apartments, collectively named as Mayflower Park, proposed to be constructed on The Scheduled Land (such apartment hereinafter is referred to as Schedule Apartment) and is more fully described in Schedule 'B' annexed to this agreement.
- a) Apartment No. 203 on the Second floor, in Block No. B, admeasuring 450 sft of super built up area.

For Modi Properties & Investments Pvt. Ltd.

  
Managing Director

- b) An undivided share in the Schedule Land to the extent of 18 Sq. Yards.
- c) A reserved Scooter parking space in apartment Block No. B, admeasuring about 15 sft.
2. That the total consideration for the above shall be **Rs. 2,85,250/-** (Rupees Two Lakhs Eighty Five Thousand Two Hundred and Fifty only).
3. That the Buyer has paid an initial booking amount of Rs. 5,000 (Rupees Five Thousand Only) to the Builder, the receipt of which is admitted and acknowledged by the Builder.
4. The Buyer agrees to pay the balance sale consideration amount of **Rs. 2,80,250/-** (Rupees Two Lakhs Eighty Thousand Two Hundred and Fifty) to the Builder in installments as stated below:

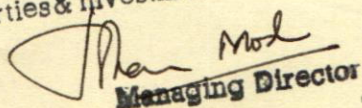
I Installment of Rs. 30,000/- payable on or before 18/05/02.

II Installment of Rs. 1,25,125/- payable on or before 01/07/02

III Installment of Rs. 1,25,125/- payable on or before 01/10/02

5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Builder either by demand draft/payorder/cheque/cash and obtain receipt for the same and that he/she/they shall pay such installments on the due dates. In the event the Installment payments are delayed by more than 15 days after they becoming due he/she/they shall be liable to pay the overdue installments with interest @24% p.a. not later than 60 days after they become due. No further time shall be allowed for payment beyond the said date and that parties hereto hereby specifically agree that time is the essence of the contract.
6. That in the event of failure on the part of the Buyer to pay the installments as mentioned in clause 4 and 5 above, the Builder shall be entitled to cancel the agreement. The Buyer shall not be entitled for the refund of the amount already paid. Further, and the Builder shall be entitled to re-allot/sell the said tenement thus cancelled in favour of any other person. No notice from the Builder shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Builder and the defaulting Buyer shall have no say in or to object the same.
7. That in the event of payment of installment(s) made by the Buyer by cheque is dishonored for any reason whatsoever, the Buyer shall be liable for a penalty of Rs. 500/- for each such dishonor of cheque and Buyer shall, in lieu of such dishonored cheque pay the amount to the Builder in cash/pay order/demand draft within 7 days of receiving notice of dishonor of cheque from the Builder, failing which clause 5 and 6 above becomes operative.
8. That any time given to the Buyer for fulfillment of their his/her obligations hereunder by the Builder or the nominee of the Builder 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 Builder in any manner whatsoever.
9. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Builder 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 that of an owner.
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 Builder. Any default in payment by such financier to the Builder 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.

For Modi Properties & Investments Pvt. Ltd.

  
Managing Director



- For Modi Properties & Investments Pvt. Ltd.  
Managing Director

22. That from the intimation as to possession of the Schedule Apartment or date of receipt of possession of the apartment, whichever is earlier 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 Schedule 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 or authority etc.
23. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they had made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
24. That the Buyer shall become a member of the Mayflower Park Owners Association, the body that has been formed for the maintenance of the buildings at Mayflower Park. As a member, the buyer shall abide by the rules and bye laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
25. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment, However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
26. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Builder which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
27. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
28. That the Builder shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Builder his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
29. That the Builder shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the undivided share in the land and for the apartment etc., subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
30. That the stamp Duty, registration charges and other expenses related to the execution and registration of this agreement, the sale and other deeds or conveyances shall be borne by the Buyer only.

**Schedule 'A'**  
**Schedule of Land**

All that piece of land admeasuring 4 Acres 32 Guntas, forming part of Survey No. 174, situated at Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District are bounded as under:

|                  |                              |
|------------------|------------------------------|
| <b>North By:</b> | Survey No. 175/1             |
| <b>South By:</b> | Survey No. 171,172,161 & 168 |
| <b>East By:</b>  | Survey No. 144 to 146        |
| <b>West By:</b>  | 40' Public Road              |

For Modi Properties & Investments Pvt. Ltd.

*[Signature]*  
Managing Director

**Schedule 'B'**  
**Schedule of Apartment**

All that portion forming apartment No. 203 on the Second floor, in Block B, admeasuring 450 sq. ft. of super built up area together with proportionate undivided share of land to the extent of 18 sq. yards and a reserved Scooter parking space in Block B admeasuring about 15 sq. ft., forming part of the group of residential apartments collectively named as Mayflower Park situated at Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

|                  |                    |
|------------------|--------------------|
| <b>North By:</b> | Flat No. 202       |
| <b>South By:</b> | Flat No. 204       |
| <b>East By:</b>  | 30 ft. wide road   |
| <b>West By:</b>  | 4 ft. wide passage |

### Schedule 'C' Specification of Construction

|                     |                                                                   |
|---------------------|-------------------------------------------------------------------|
| <b>Structure</b>    | RCC.                                                              |
| <b>Walls</b>        | Hallow Blocks/table brick with two coats sponge finish.           |
| <b>Flooring</b>     | Gray Mosaic tiles.                                                |
| <b>Windows</b>      | Aluminum.                                                         |
| <b>Doors</b>        | Molded MS frames with flush doors.                                |
| <b>Toilets</b>      | Ceramic 4 ft dado, standard sanitary and CP fittings.             |
| <b>Kitchen</b>      | Stone/Ceramic kitchen platform with stainless steel sink.         |
| <b>Painting</b>     | Cement paint on exterior, OBD on interior walls, enamel on doors. |
| <b>Electrical</b>   | Concealed copper/Aluminum wiring.                                 |
| <b>Plumbing</b>     | GI/PVC pipes.                                                     |
| <b>Water Supply</b> | Water supply through borewell & Municipal water connection.       |
| <b>Lifts</b>        | One 8 passenger lift for each block.                              |

**IN WITNESS WHEREOF** the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

**Witnesses:**

1. *P. vaha*

2. Shivaji

**For Modi Properties & Investments Pvt. Ltd**

## BUILDER

Managing Director

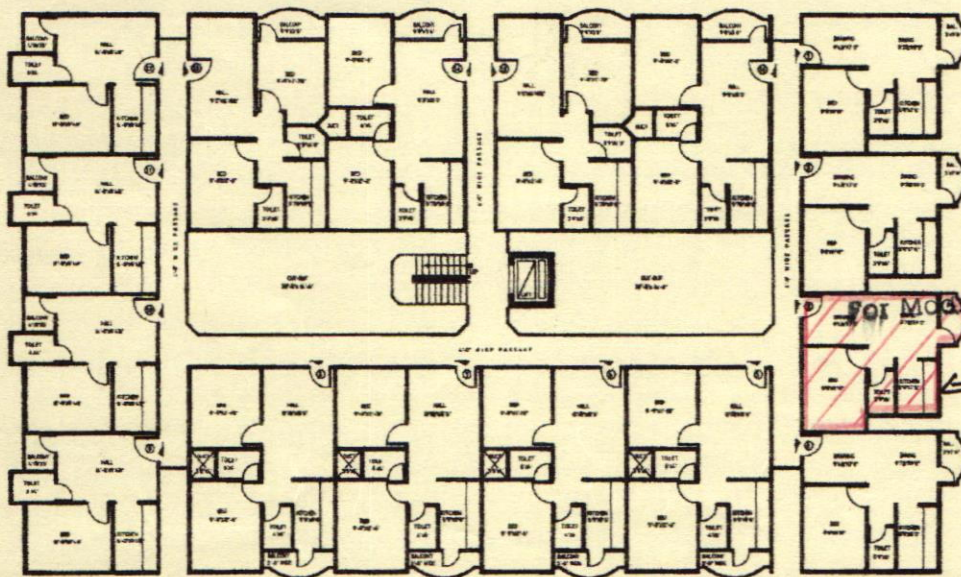
## BUYER

Plan showing Apartment No. 203 on the Second floor in block B of Mayflower Park situated at Survey No.174, Mallapur Village, Uppal Revenue Mandal, Ranga Reddy District.

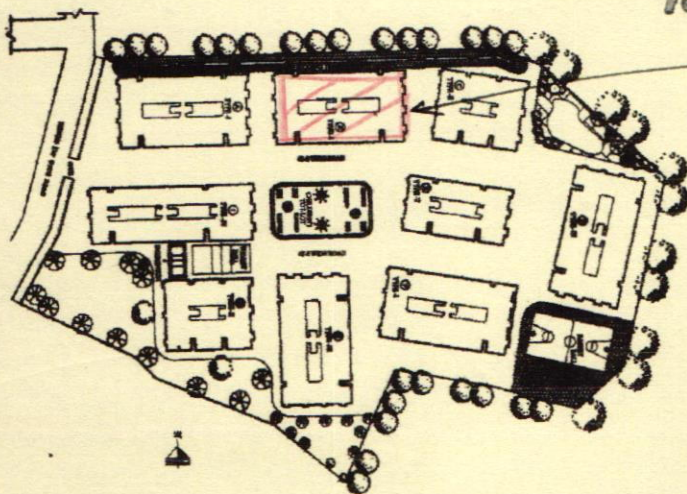
**Builder:** M/s. Modi Properties & Investments Pvt. Ltd.  
**Buyer:** Mr. P. RAMESH, aged 39 years, residing at Flat No.2  
 Vishwanath Towers, Nacharam X Road, Hyderabad  
**Flat Area:** 450 sft  
**Undivided Share of Land:** 18 sq. yards

**Boundaries :**

**North By:** Flat No. 202  
**South By:** Flat No. 204  
**East By:** 30 ft. wide road  
**West By:** 4 ft. wide passage



For Modi Properties & Investments Pvt. Ltd.  
*Shan Moh*  
 Managing Director



For Modi Properties & Investments Pvt. Ltd.  
*Shan Moh*  
 Managing Director

**Witnesses:**

1. *P. V. S. S.*
2. *P. Ramesh*

For Modi Properties & Investments Pvt. Ltd.  
**BUILDER** *Shan Moh* Managing Director  
**BUYER** *P. Ramesh*