



S.No. 22945 Date 9/7/2001 No. 1001-

56679

Name Mahender

AP 23 IP

S/o, B/o, W/o. Mallish

K. Srinivas
S.V.L. No. 26/98, R. No. 32/200
CITY CIVIL COURT
SECUNDERABAD

For Whom Modi Properties & Investment
(P) Ltd.

AGREEMENT OF SALE OF RESIDENTIAL FLAT

This agreement of sale of Residential Flat is made and executed at SECUNDERABAD on this the 13th day of July, 2001 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-CUM-OWNER

AND

Mrs. V Vasanta Lakshmi, W/o. Shri V Tilak, aged 40 years, residing at Plot No. 91, Bapujinagar, Nacharam P.O., Hyderabad - 500 076.

Hereinafter called the PURCHASER

BOTH TERMS the OWNER, the BUILDER and the PURCHASER shall mean and include, unless repugnant to the subject or context all their respective legal heirs, successors, legal representative, executors, nominee, assignee etc. The terms the OWNER and the BUILDER hereinafter are referred to as SELLER.

For Modi Properties & Investments Pvt. Ltd.

Soham Modi
Managing Director

W. Lakshmi

WHEREAS: M/s. Modi Properties & Investments Pvt. Ltd, is the sole and absolute OWNER cum BUILDER and in possession 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 OWNER cum BUILDER by the owner M/s. Kissan Cement Pipe Company.

Sale Deed dated	Schedule & Area land	Docume nt No.	Registered with
3/10/06	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.
22/9/98	1 acre	7989/98	Sub-Registrar Uppal, R R dist., Book No. 1 Volume No. 2845, Page No. 53 to 66
24/2/99	1 acre along with AC Sheet Shed 1500 sft	1491/99	Sub-Registrar Uppal, R R dist., Book No. 1. Scanning No. 1507-1/99
7/4/99	19 Guntas	2608/99	Sub-Registrar Uppal, R R dist., Book No. 1. Scanning No. 2015/99

Total Area: 4 Aces 32 guntas.

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 - 1, 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. The OWNER-CUM-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, alongwith certain common amenities, recreation facilities, roads, lighting etc. The OWNER-CUM-BUILDER has obtained the necessary technical approval from HUDA vide permission No. 4549/p4/HUDA/99 dated 07/09/99 and building permit No. BA/236/99-2000 dated 22/9/99 from Kapra Municipality for construction of 9 (Nine) blocks of residential apartments as stated above on the Schedule Land.

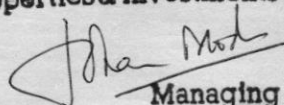
The PURCHASER is desirous of purchasing an apartment in the proposed building and has approached the OWNER-CUM-BUILDER. The OWNER-CUM-BUILDER has agreed to sell Apartment No. 113 on the first floor, in Block A, admeasuring 700 sft of super built up area alongwith a reserved Scooter parking space in apartment Block No. A, admeasuring about 15 sft, and proportionate undivided share in the Schedule Land to the extent of 28 sq. yards, out of total area 4 acres 32 guntas forming a part of land at Survey No. 174, situated at MALLAPUR VILLAGE, UPPAL Revenue Mandal, Kapra Municipality, RANGA REDDY DISTRICT, as a package.

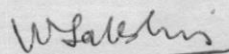
NOW THIS AGREEMENT OF SALE WITNESETH AS UNDER:

This in pursuance of this agreement and in consideration thereof, the PURCHASER paid an amount of Rs. 10,000/- (Rupees Ten Thousand Only) which amount is paid by the PURCHASER to the SELLER in cash towards advance, part payment and earnest money the receipt of which amount the SELLER do hereby accept, admit and acknowledge the receipt thereof and the SELLER HEREBY agree to construct, sell, convey and transfer the SCHEDULE MENTIONED PROPERTY to the PURCHASER subject to the following terms and conditions.

1. That the total consideration for the above shall be Rs. 3,73,000/- (Rupees Three Lakhs Seventy Three Thousand only). The PURCHASER shall pay the balance sale consideration of Rs. 3,63,000/- (Rupees Three Lakhs Sixty Three Thousand Only) on or before 31st December 2001 from the date of this agreement.
2. That the SELLER hereby agree and undertake to handover the completed apartment to the PURCHASER within the above said period from the date of this agreement subject to the payments being made by the PURCHASER as above.

For Modi Properties & Investments Pvt. Ltd.


Managing Director

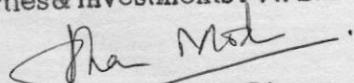


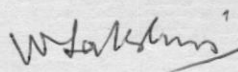
3. That the SELLER hereby declare that the SCHEDULE MENTIONED PROPERTY is free from all Government and Private encumbrances, such as sales, gifts, mortgages, liens and court attachments etc.
4. That the SELLER hereby declare that the arrears, taxes, rates shall be clear at the time of registration of SALE DEED in respect of the SCHEDULE MENTIONED PROPERTY by the SELLER HEREIN.
5. That the SELLER agreed with the PURCHASER for any defects in the title of the SELLER over the SCHEDULE MENTIONED PROPERTY, if the PURCHASER is deprived of the whole or any part of the SCHEDULE MENTIONED PROPERTY, the SELLER do hereby covenant to indemnify the PURCHASER of any such loss if occasioned in future.
6. That the PURCHASER is entitled to enjoy the SCHEDULED MENTIONED PROPERTY as absolute OWNER and the SELLER and the heirs of SELLER shall in no way have any right or authority to interfere in PURCHASER'S rights of OWNERSHIP over the SCHEDULE MENTIONED PROPERTY after payment of the balance sale consideration.
7. That the SELLER further undertake to execute and register the flat/apartment mentioned in the schedule along with the undivided portion of the land in favour of the PURCHASER or nominee, whenever the PURCHASER pays the balance sale consideration and is ready to bear all registration expenses.
8. That the SELLER shall handover vacant possession of the SCHEDULE MENTIONED PROPERTY alongwith the copies of the documents connected with the SCHEDULE MENTIONED PROPERTY to the PURCHASER on the date of REGISTRATION.
9. That time is essence of the agreement and both the parties agree to abide by the same or any other extended date as mutually agreed upon.
10. That the PURCHASER shall be liable to pay his/her/their proportionate share of all loans, 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 OWNER_CUM-BUILDER, before taking possession of the Schedule apartment.
11. That the PURCHASER 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 PURCHASER 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.

SCHEDULE OF THE PROPERTY

All that the DOUBLE BEDROOM FLAT No. 113 IN THE FIRST FLOOR OF BLOCK 'A' admeasuring about 700 sft of super built up area, including common areas, plus a reserved scooter parking space in BLOCK 'A', admeasuring 15 sft, only for the use of parking of the vehicle i.e., Scooter etc of OCCUPANT/OWNER of APARTMENT No. 113, with staircase, balconies, etc., proportionate undivided share of 28 sq. yards out of the total area of 4 acres 32 guntas at survey No. 174, situated at MALLAPUR VILLAGE, UPPAL Revenu Mandal, Kapra Municipality, Ranga Reddy District at MAYFLOWER PARK and bounded as under:

For Modi Properties & Investments Pvt. Ltd


Managing Director



SCHEDULE OF LAND

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

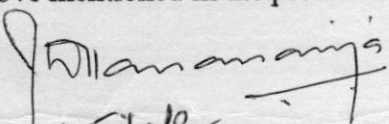
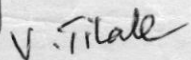
SCHEDULE OF PORTION FORMING APARTMENT NO. 113 ON THE FIRST FLOOR, IN BLOCK NO. 'A'

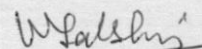
North By: Jogging Tract, South By: Cut-Out, East By: Flat No. 114 & West By: 4' Wide passage and Flat No. 112.

SCHEDULE SPECIFICATION OF CONSTRUCTION

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

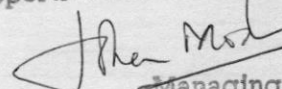
IN WITNESS WHEREOF THE PARTIES to the agreement of Sale have put their signatures out of their own free will and sound mind on the day, month and the year first above mentioned in the presence of the following witnesses.

1. 
2. 


PURCHASER

SELLER
(OWNER AND BUILDERS)

For Modi Properties & Investments Pvt. Ltd.


Managing Director