100Rs.

Sl No: 10613 Date 24/6/2000 Rs 100/- 24 JUN 2000 4284 M. RAMESH KUMAR
Purchaser Y.S.R. Murthy S/o Y. Chandra Sekhar Rao S.V.L. No. 15/97
For Whom M/s Modi properties & Investment pvt Ltd Sec-bad Vijaynagar Colony, Hyd-57

AGREEMENT OF SALE

This **Agreement of Sale** is made and executed on this 18th day of July 2000 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 30 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. V Mutyalu S/o. Late Shri V Narsaiah aged 46 yars, residing at H No. 12-10-410/2, Sithaphalmandi, Secunderabad - 500 061, hereinafter called the **"Buyer"** (Which expression where the context so permits shall mean and include his heirs, successors, legal representative, executors, nominee, assignee etc.) of THE OTHER PART.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

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 (Nine) 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. 114 on the First floor, in Block No. A, admeasuring 700 sft of super built up area.

For Modi Properties & Investments Pvt. Ltd

Managing Director

A 114 V Mutyalu 18.7.00

b) An Undivided share in the Schedule Land to the extent of 28 Sq. Yards.

c) A reserved Scooter parking space in apartment block No. A, admeasuring about 15 sft.

2. That the total consideration for the above shall be **Rs. 3,73,000/-** (Rupees Three Lakhs Seventy Three Thousand Only).

3. That the Buyer has paid an initial booking amount of Rs. 10,000/- (Rupees Ten 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. 3,63,000/-** (Rupees Three Lakhs Sixty Three Thousand Only) to the Builder on or before 31st March 2001.

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 the date by which the next installment falls 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 if he/she/they have paid only one installment. If the Buyer has paid more than one installment, then he/she/they shall be entitled to the refund of 75% of the total amount paid without any interest and the balance 25% shall be forfeited. Further, and the Builder shall be entitled to re-allot/sell the said tenement thus cancelled in favour of any other person. The Builder shall refund the said 75% amount within three months from such date of re-allotment/agreement to sell. 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.

11. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Builder and the authority of Builder to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.

For Modi Properties & Investments Pvt. Ltd

Managing Director

A 114 V Mutyalu 18.7.00

12. That the Builder 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 Builder under the circumstances from time to time.

13. That 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 Builder 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.

14. That the blocks of residential apartments shall always be called Mayflower Park and the name thereof shall not be changed.

15. That the Builder agrees to deliver the schedule apartments to the Buyer on or before 31st March 2001, with a further grace period of 9 months.

16. That in event of any delay in the completion of the construction of the schedule apartment and delivery of possession of the said tenement by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., the Builder shall not be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.

17. That upon completion of construction of the apartment the Builder shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakage damages, trespass and the like and shall also be obliged to pay for maintenance thereof to the Builder or the respective society.

18. That the Buyer 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 Builder, before taking possession of the Schedule apartment.

19. That the Buyer shall not cause any obstruction or hindrance, to the Builder and shall give reasonable access, permission assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Builders to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.

20. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Builder or other body that may be formed for the maintenance of the Apartments.

21. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their 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, (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbances 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.

For Modi Properties & Investments Pvt. Ltd

Managing Director

A 114 V Mutyalu 18.7.00

22. That from the intimation as to possession of the Schedule Apartment or date of receipt of possession of the apartment, which ever 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 such co-operative society, association or company that may be formed by the Owners and/or Builder of the apartments that are proposed to be constructed on the schedule land. As a member, the buyer shall abide by the rules and bye laws framed by the said society, association or company who shall be the administrators, and supervisors 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 Builder to the society/association or company every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the Builder/society/association/company shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.

25. That it is also specifically agreed by the Buyer that till the formation of the society/association or company, the monthly maintenance amount shall be paid to the Builder towards the maintenance of common services as mentioned in clause 24 above, till such time the society/association or company is formed and the Buyer shall cooperate and render necessary help for the formation of such society/association or company.

26. 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.

27. That it is hereby agreed and understood explicitly between the parties herein that the Buyer above shall be solely responsible for the payment of any sales tax, or any other levy of similar nature that may become liable on the Builder with respect to construction of the apartment hereunder. It is also agreed that the Buyer shall be liable to pay proportionate amount of such tax that may become liable if the same is levied on the entire building complex. For the purposes of the performance of the obligations hereunder by the Buyer, the liability under this clause shall also be considered as a part of the consideration under clause 2 herein above.

28. 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.

29. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.

30. 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.

31. 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.

32. 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.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

A 114 V Mutyalu 18.7.00

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:

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 `B'
Schedule of Apartment

All that portion forming apartment No. 114 on the First floor, in Block 'A', admeasuring 700 Sq. ft of super built up area together with proportionate undivided share of land to the extent of 28 sq. yards and a reserved Scooter parking space in Block 'A' admeasuring about 15 sft., 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:

North By:	Jogging Track
South By:	Stair Case and Cut out
East By:	Flat No. 115
West By:	Flat No. 113

Schedule `C'
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 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:

For Modi Properties & Investments Pvt. Ltd.

Managing Director

(Builder)

Witnesses:

1.

(Buyer)

2.

PLAN SHOWING APARTMENT NO. 114 ON THE FIRST FLOOR IN BLOCK 'A' OF MAYFLOWER PARK SITUATED AT SURVEY NO. 174, MALLAPUR VILLAGE, UPPAL REVENUE MANDAL. RANGA REDDY DISTRICT.

BUILDER: M/s. Modi Properties & Investments Pvt. Ltd.

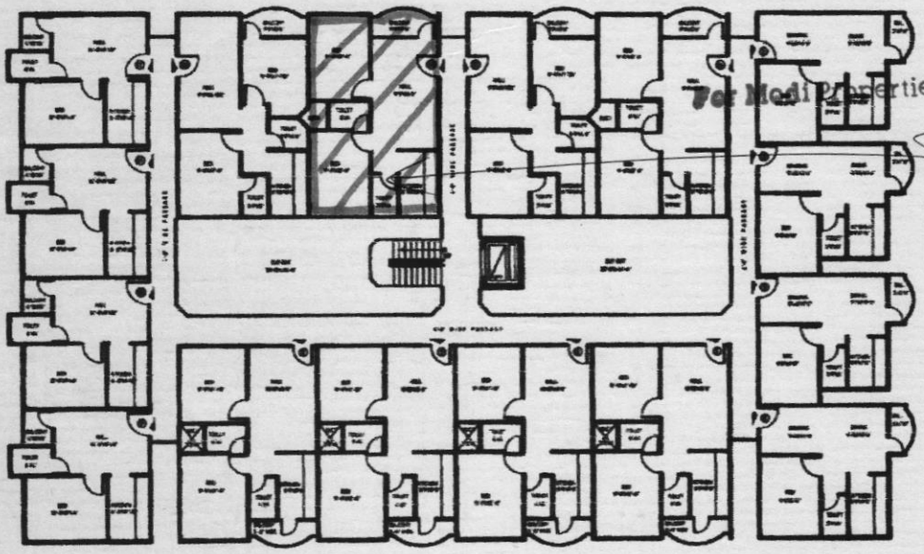
BUYER: Shri. V Mutyalu

Flat Area: 700 sft.

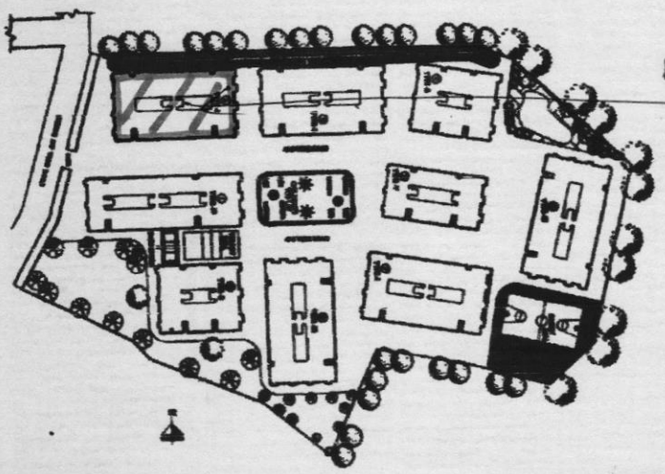
Undivided Share of Land: 28 sq. yards

Boundaries :

North By:	Jogging Track
South By:	Stair Case and Cut out
East By:	Flat No. 115
West By:	Flat No. 113



For Modi Properties & Investments Pvt. Ltd.
Managing Director



For Modi Properties & Investments Pvt. Ltd.
Managing Director

For Modi Properties & Investments Pvt. Ltd.
Managing Director

Witnesses:

1.

2.

BUILDER

BUYER