

S.No. 6217 Date 12/2/2002 100Name Mathur

86975

No. D/O, W/o. Mathur

AP 23 (B)

For Whom

Modi Properties & Investments 1/2 Ltr

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

AGREEMENT

This **Agreement** is made and executed on this 19th day of February 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 32 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

Mrs. T Dhana Laxmi W/o. Shri. T Ashok aged 28 years, Occupation: Business, residing at 2-2-904, Dhobigalli, Amberpet, Hyderabad, hereinafter called the "**Buyer**" (which expression where the context so permits shall mean and include their/his/her heirs, successors, legal representative, executors, nominee, assignee etc.) of THE OTHER PART.

For Modi Properties & Investments Pvt. Ltd.

Soham Modi
 Managing Director

Dhana Laxmi

WHEREAS:

1. The buyer has agreed to purchase from the builder a flat bearing No. 107 on the first floor in Block H, in Mayflower Park situated at Sy. No. 174, Mallapur, Nacharam, Hyderabad, constructed by the builder having a super-built-up area of 450 sq. ft. together with undivided share in the schedule land to the extent of 18 sq. yards and a reserved scooter parking space admeasuring about 15 sq. ft. in apartment block No. A, as package, which hereinafter referred to as the SCHEDULED PREMISES for a consideration of Rs. 1,99,000/- (Rupees One Lakhs Ninety Nine Thousand Only).
2. The terms and conditions for such sale are contained in agreement of sale dated 19/11/1999.
3. The builder has completed construction and has received the entire consideration of Rs. 1,99,000/-.
4. The buyer now desirous to resale the schedule premises and for this purpose has identified a purchaser namely Mr. Mohammed Wajid Ali.
5. The execution of a sale deed infavour of buyer is pending and in this situation the buyer requests the builder to execute the sale deed infavour of the above said purchaser Mr. Mohammed Wajid Ali.
6. The buyer nominates Mr. Mohammed Wajid Ali.
7. The parties here to have decided to reduce into writing the above facts and also the nomination of Mr. Mohammed Wajid Ali on whose name the buyer requests to execute a sale deed.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the buyer hereby nominates Mr. Mohammed Wajid Ali as the purchaser of the schedule premises in terms of agreement of sale dated 19/11/1999.
2. That the buyer is reselling the schedule premises for a consideration of Rs. 2,70,000/-, The said consideration has been paid by the purchaser Mr. Mohammed Wajid Ali to the buyer (T Dhana Laxmi).
3. The builder agrees to execute the sale deed infavour of the purchaser Mr. Mohammed Wajid Ali stating the consideration of Rs. 2,70,000/- though it is received only a sum of Rs. 1,99,000/- from the buyer as full consideration under the agreement of sale dated 19/11/1999.
4. The buyer hereby agrees to fully indemnify the builder in respect of any claims that may be raised by the purchaser against the builder for whatsoever reason.
5. That the buyer hereby shall not have any claims, rights, interests, etc. of whatsoever nature which arise out of agreement of sale dated 19/11/1999 or otherwise in respect of the schedule premises.

IN WITNESS WHEREOF both the parties hereto have signed this agreement on the 19th day of February 2002 in the presence of the following witnesses

WITNESSES:

1.

G. Kannaiah

2.

T. Dhana Laxmi

Shan Mohd
BUILDER

BUYER

Dhana Laxmi