

AP/7/1/G

100Rs.



S.No. 50910 Date 19/12/2002

61526

Name

Methanda

S/o, D/o, W/o.

Methanda

For Whom

Modi Properties & Investments Pvt. Ltd.

Signature
K. Satish Kumar

S.V.L. No 13/2000

5-2-39, PREMAVAHINI (V)
B NAGAR (M) R B DIST

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 20th day of December 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. Dinesh Chandra Sharma, S/o Sri Y. K. Sharma, aged 44 years, residing at 3-6-261/503, Tirumala Apartments, Himayath Nagar, Hyderabad - 500 029, 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

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.		

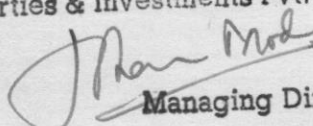
The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement.

- 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:

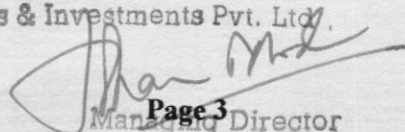
1. That the Builder agrees to sell for a consideration and the Buyer agrees to purchase an apartment together with proportionate undivided share in land and a parking space, as a package, as detailed here below in a group of residential apartments, collectively named as Mayflower Park, proposed to be 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. 502 on the fifth floor, in Block No. I, admeasuring 1200 sft of super built up area.

For Modi Properties & Investments Pvt. Ltd .


Managing Director

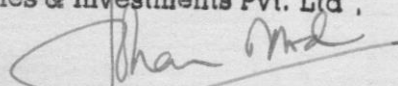
- b) An undivided share in the Schedule Land to the extent of 48 Sq. Yards.
- c) A reserved Car & Scooter parking space in apartment Block No. I, admeasuring about 100 & 15 sft.
2. That the total consideration for the above shall be **Rs. 6,90,000/-** (Rupees Six Lakhs Ninty Thousand only).
 3. That the Buyer has paid the total amount of Rs. 6,90,000/- to the Builder, the receipt of which is admitted and acknowledged by the Builder.
 4. 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.
 5. 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.
 6. 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.
 7. That the blocks of residential apartments shall always be called Mayflower Park and the name thereof shall not be changed.
 8. That the Builder agrees to deliver the schedule apartments to the Buyer on or before 01-01-2003, with a further grace period of 6 months.
 9. 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.
 10. 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.
 11. 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.
 12. 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.
 13. 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 from the Mayflower Park Owners Association, the body that has been formed for the maintenance of the Apartments.

For Modi Properties & Investments Pvt. Ltd.


Managing Director

14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
21. 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.
22. 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.
23. 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

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. 502 on the fifth floor, in Block I, admeasuring 1200 sq. ft. of super built up area together with proportionate undivided share of land to the extent of 48 sq. yards and a reserved Car & Scooter parking space in Block I admeasuring about 100 & 15 sq. ft. respectively, 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:	Flat No. 501
South By:	40" wide road
East By:	Children Park
West By:	Flat No. 503

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:

Witnesses:

1.

BUILDER

Managing Director

2.

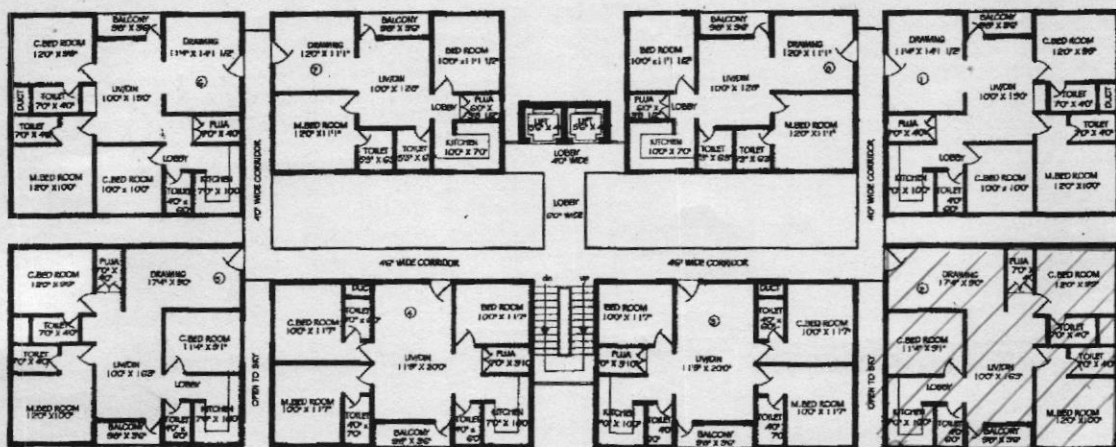
BUYER

Plan showing Apartment No. 502 on the fifth floor in block I 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. Dinesh Chandra Sharma, aged 44 years, residing at 3-6-261/503, Tirumala Apartments, Himayath Nagar, Hyderabad - 029
Flat Area: 1200 Sft
Undivided Share of Land: 48 sq. yards

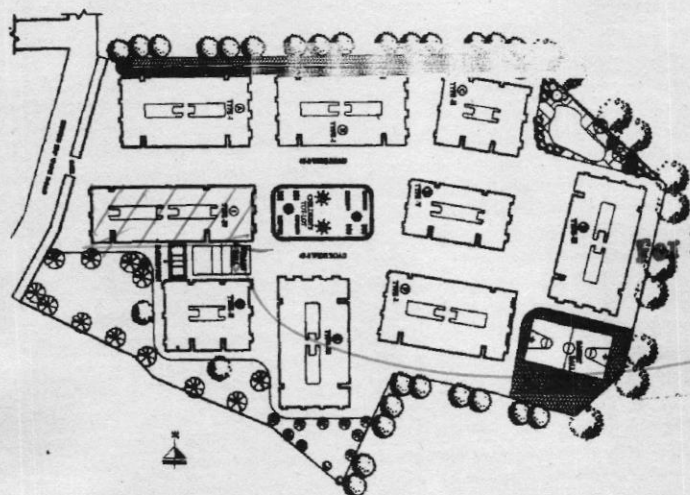
Boundaries :

North By: Flat No. 501
South By: 20" wide road
East By: Children Park
West By: Flat No. 503



For Modi Properties & Investments Pvt. Ltd.

John Modi
 Managing Director



For Modi Properties & Investments Pvt. Ltd.

John Modi
 Managing Director

Witnesses:

1.

2.

For Modi Properties & Investments Pvt. Ltd.

John Modi
BUILDER Managing Director

BUYER