

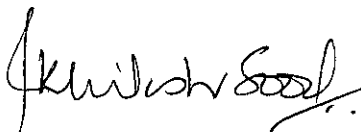
স্বাক্ষরিত
৯ ডিসেম্বর ২০১৪
১২ ডিসেম্বর ২০১৪

WHEREAS

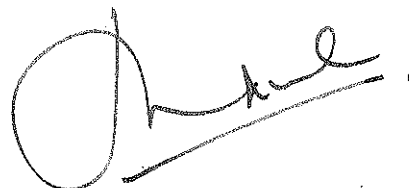
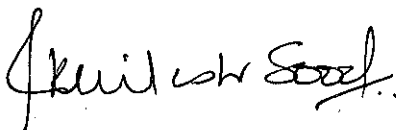
- A. The Developer is the owner of land admeasuring 350 sq yds being plot no. 900 at Defense Colony, Malkajgiri, Secunderabad, having purchased the same vide registered deed bearing document no. 1585/13 registered at SRO Malkajgiri. The Developer has obtained permit for construction from GHMC vide permit no. 28220/Dc/NZ/Cir-17/2013 for construction of 6 flats.
- B. The project consisting of 6 flats with land, parking space, etc., is named as Aakar and is hereinafter referred to as the Said Project.
- C. The Developer has sold one flat i.e., 101 and the Developer is yet to sell the balance 5 flats to prospective purchasers and the said 5 flats are hereinafter referred to as the Said Flats.
- D. The Manager and their group are in the field of real estate development for over 40 years. The Manager has completed several commercial and residential complexes in Hyderabad and has several ongoing residential projects in Hyderabad. The Manager also enjoys good brand name and reputation in the market. The Manager is engaged in the business of real estate as developers, managers, underwriters etc., and has reasonable experience, manpower and other resources.
- E. The Manager has approached the Developer to enter into a sales and project management agreement wherein the Manager would help the Developer sell the said flats by co-branding the project with the Developer. The Manager shall further provide services like quality control, customer service, advertising, promotions, etc., to the Developer.
- F. The Developer has agreed to avail the services of the Manager as exclusive sales and project managers under the terms of this agreement.
- G. The Manager has agreed to render sales and project management services in respect of the Said Project to the Developer on certain terms and conditions.
- H. The parties hereto have agreed to certain terms and conditions for the sales and project management of the Said Project and are desirous of reducing the same into writing.

NOW THEREFORE THIS SALES AND PROJECT MANAGEMENT AGREEMENT WITNESSETH AS FOLLOWS:

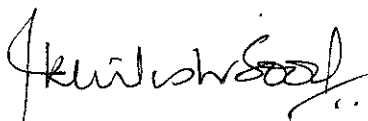
1. The Manager shall have exclusive rights to sell the Said Flats in the Said Project.
2. The cost of sanction, construction, providing amenities, utility services, etc., shall be borne by the Developer. The Developer shall be solely liable to pay statutory liabilities like VAT, service tax, labour cess, TDS, income tax and such other levies that are leviable or may become leivable on a future date with respect to the Said Project.



3. The Manager shall broadly provide the following services.
 - a. Help in finalizing furniture, bathroom and electrical layouts within the Said Project.
 - b. Help in determining price point for launch of the Said Project after thorough survey of the market.
 - c. Quarterly review of pricing along with survey of other project in the vicinity.
 - d. Design of brochure.
 - e. Design of material for promotions like flyers, banners, hoardings, art work for print media, etc.
 - f. Providing the manpower for marketing, sales and customer relations.
 - g. The Manager shall be exclusively responsible for generating enquiries and servicing all enquiries from prospective customers.
 - h. Provide end to end solution including promotions, marketing, sales, collections, and customer relations till handing over of the Said Flats.
 - i. Prospective customer shall largely deal with the Manager from day of booking till handing over of the Said Flats.
 - j. Handling of documentation like booking form, agreement of sale, sale deed, etc.
 - k. Helping customers obtain housing finance, including tying up with HFCs and follow-up for release of payment.
 - l. Quality control with hundreds of check points at each stage of construction like RCC work, brick work, plastering and finishing works. Quality of construction will be monitored and reports provided to Developer.
 - m. Providing consultancy for drafting booking form, agreements, deeds keeping in mind aspects like litigation with customers and minimize incidence of VAT, service tax, stamp duty and registration charges.
 - n. Legal aid like sending notices for recovery of dues, disputes with customers, etc.
 - o. Helping customers make additions and alterations in their flat.
 - p. Maintenance of database and accounts of all customers. Developer shall have at all times access to the database with several reports. Reports are designed and can be customised to provide snapshot of any aspect of sales.
4. The Manager shall bear the cost of the following:
 - a. Salaries of staff for promotions, sales, customer relation and QC.
 - b. Cost of designing and printing of brochures, flyers, banners, including cost of paper inserts.
 - c. Cost of road shows, manning exhibitions, manning site office, etc.
 - d. Promotions through website, Google Adwords and social media like Facebook, etc.
 - e. Transportation for customer site visits from within Hyderabad.
 - f. Cost of utilities like Wifi, mobile phones, telephones, etc.
 - g. Cost of erecting hoardings in and around the site.
5. The Developer shall bear the following cost:
 - a. Providing site office (about 500 sft) for sales with one or two work stations.
 - b. Electricity and water charges for site office.
 - c. Making a fully furnished model flat at site.
6. Cost to be shared equally between the Manager & Developer
 - a. Cost of advertising in print and outdoor media.



7. Other terms:
 - a. Receipts from customers shall be taken exclusively in the name of the Developer. The Manager shall not be entitled to collect any amounts from prospective customers in its favour.
 - b. Developer must ensure the brand name and reputation of the Manager is protected by providing quality construction and timely completion of project.
 - c. An Association shall be formed for management of common amenities at the end of the project. The purchasers of the flat in the Said Project shall become the members of the Association. Elections for the office bearers of the Association shall be called for on completion of the said project. Amounts collected towards corpus fund and maintenance of the said project shall be collected in the name of the Association.
 - d. The Manager shall endeavour to promote the brand of the Developer by prominently displaying their name and logo in all material used for promotions.
 - e. The Manager shall endeavour to ensure that all customers are introduced to the Developer and to maintain a healthy relationship between them.
 - f. The Developer shall promptly rectify any defects in construction pointed out by the quality control team of the Manager.
 - g. Before possession of each flat every customer shall be provided an opportunity by the Developer to point out defects in construction in writing and the Developer shall endeavour to cure the defects within 15 days.
 - h. The Developer shall provide guarantee against any defects in construction to its customers for a period of one year from the date of handing over possession or from the deemed date of completion.
8. Charges for services of sales and project management.
 - a. Developer shall pay 5% of gross sales to the Manager on the sale price in instalments.
 - b. The Developer shall pay the applicable service tax to the Manager and deduct TDS.
9. The Manager shall sell the Said Flats to prospective customers at a price not less than the minimum price agreed to between the Developer and the Manager, in writing, which shall be revised from time to time.
10. That the Manager shall undertake sales and project management services in respect of Said Project on behalf of the Developer and the Developer hereby authorises the Manager to take up the services given herein. More specifically the Manager shall be entitled to take up the services given under. The term Manager shall mean and include for the purposes of providing the services given herein its Directors, Managers, employees, etc.
 - a. To Advertise, make brochures, place hoardings, distribute flyers, etc., for promotions of the Said Project.
 - b. To solicit business from prospective customers and to provide related services to such customers.
 - c. To negotiate and finalize the sale of the said flats on such terms and conditions, as they deem fit and proper with prospective customers.
 - d. To sign the booking form for confirming the terms of sale with the prospective customer.



- e. To Liaison with housing finance companies, media, advertising agencies, lawyers, architects, chartered accountants, etc., in relation to the project.
 - f. To collect sale consideration, maintenance charges, registration charges, VAT, service tax, other charges, corpus fund from prospective purchasers in the name of the Developer and issue receipts for the same.
 - g. To maintain accounts and database of purchasers of the Said Flats.
 - h. To do all such other acts and deeds that are generally required for an efficient sales and management of the project.
 - i. To send letters, reminders, notices to purchasers of the Said Flats in connection with the sale of the Said Flats.
11. That this agreement shall be effective from today with respect to the all terms and conditions under this agreement, however, service charges shall be payable by the Developer to the Manager only after making sales to prospective purchasers. The Developer shall pay the charges for sales and project management to the Manager as follows:
- a. 10% of the total charges on signing of agreement of sale with the prospective purchaser.
 - b. 40% of the total charges on receipt of atleast 40% of the total consideration from the prospective purchaser.
 - c. 30% of the total charges on receipt of atleast 90% of the total consideration from the prospective purchaser.
 - d. 20% at the time of handing over possession to the prospective purchaser.
12. That it is clearly understood by the parties hereto that the Manger by virtue of this agreement:
- a. Will not have claim of any tenancy /ownership rights over the Said Project.
 - b. Will not be entitled to collect amounts from prospective purchasers or banks or any third party in its favour against the Said Project.
 - c. Will not be entitled to alienate or encumber the Said Project.
 - d. Will not be entitled to mortgage or create a charge on the Said Project under this agreement.
13. The Developer shall sign the documents like agreement of sale, sale deeds, agreement for construction and such other documents, deeds, affidavits, applications in favour of prospective purchasers identified by the Manager for effective completion of sale and transfer of title in favour of the prospective customer, from time to time, as per the advice of the Manager.
14. The Developer shall indemnify and keep indemnified the Manager with respect to the development of the Said Project on the Said Land. Specifically the Developer shall indemnify the Manager against any claims made by prospective purchasers, third parties, statutory authorities, government bodies, GHMC, HMDA with respect to the development and sale of the Said Project. The Developer shall make good any loss that the Manager may incur as a consequence of any default by the Developer in relation to the Said Project.



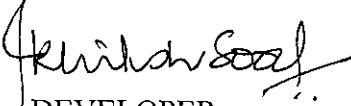
15. The Developer shall indemnify and keep indemnified the prospective purchasers of the said flats with respect to the title and permit for construction of the Said Project. The Developer shall be solely responsible for completing the project at its cost and obtain occupancy certificate at its risk and cost.

IN WITNESS whereof the parties hereto have put their respective hands on the date mentioned herein above.

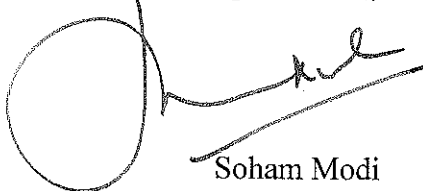
WITNESSES:

1.

2.


DEVELOPER
Akhilesh Sood

MANAGER
(M/s. Modi Housing Pvt. Ltd.)


Soham Modi
Director