



Emerald Park

# MODI SHELTERS PVT. LTD.

5-4-187/3&4, M.G. Road, Secunderabad - 500 003.  
Phone: 66333111, 66336633, Fax: 27541450

## RECEIPT

No. 711

Date: 25/11/11

RECEIVED with thanks from Mrs. K. Sridevi

a sum of

Rupees Twenty five Lakhs only -

Cheque / D.D. No. 697207 Drawn on DCB privilege Banking Dated 25/11/11

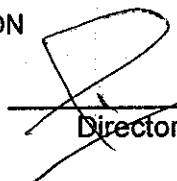
Towards Booky & confirmation & Balance payment for


Rs. 25,00,000/-

CHEQUE RECEIVED SUBJECT TO REALISATION

\* No Cash Payments are accepted

\*\* Terms & Conditions mentioned over leaf.

  
Director

  
Company Representative

11/11/2014

**\*\* TERMS & CONDITIONS :**

1. All payments to be made through a/c payee Cheque or Demand Draft only.
2. This receipt is not binding on the company unless it is counter signed by any of the directors of the company.

11/11/2014

1000.00

1000.00

1000.00



Site Address: Sy. Nos. 54, 55, Annojiguda,  
Near Singapore Township (Sanskriti)  
Site Ph.No.9247023399

**MODI SHELTERS PVT LTD**  
5-4-187/3 & 4, M.G. ROAD  
SECUNDERABAD – 500 003  
Ph: 040-66336633 / 66333111  
Fax: 040 27541450  
Site: [www.modibuilders.com](http://www.modibuilders.com)  
Email: [info@modibuilders.com](mailto:info@modibuilders.com)

**PROVISIONAL BOOKING FORM**

Name of Purchaser:	Mrs. K. Sridani			Age	36	Years
Name of Father/Spouse:	Mr. K.V. Subba Reddy					
Address:	Plot No. 305, Sri Nilaya Estates Amespet, Hyderabad.					
Occupation:	Business	E mail :				
Organization						
Phone:	(O)	(R)	(M) 9849053154			
HOUSE No. 38	Type: *	Land: 371 Sq.y	Area of House 1485 Sft			
Total Sale Consideration:	Rs. 25,00,000/-					
(In words)	Rupees : Twenty five lakhs only					
Payment Terms						
Inst No & Percentage	Due Date	Amount	Remarks			
1. Booking Amt	Immediate(on date)	Rs. 25,000/-	Rct no 711 Dt. 25/11/2011			
2. Confirmation Amt	Within a week	Rs. 50,000/-				
3. 60% of the * TSC	Within 30 days					
4. 20% of the * TSC	On Casting of Slab					
5. 10% of the * TSC	On Brick Work					
6. 5% of the * TSC	On flooring					
7. 5% of the * TSC	On completion					
Payment Scheme	Housing Loan / Self Finance Scheme					
Remarks						

**NOTE:**

1. The above provisional booking form is not binding on the company unless it is counter signed by any of the directors/authorized signatory of the company with the company's seal.
2. Registration, VAT & Service Tax as applicable. Extra specifications available at additional Cost
- \* TSC – Total Sale Consideration
3. All Payments to be paid by A/c payee cheque only.
4. Transfer of booking forms is not allowed.

I HEREBY DECLARE THAT I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME.

Date: 25.11.2011

Place: Secunderabad.

Booked by: \_\_\_\_\_

DIRECTOR / AUTHORISED SIGNATORY

Signature of the Buyer

for MODI SHELTERS PVT LTD

## TERMS AND CONDITIONS

### NATURE OF BOOKING:

- This is a provisional booking for a flat/house mentioned overleaf.
- The provisional booking does not convey in favour of buyer any right, title or interest of any nature.
- The buyer shall pay the amounts mentioned overleaf in installments no. 1-3 within 60 days from date of booking either through housing loan or from his own resources. If he fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to deduct cancellation charges as mentioned below.
- The builder is entitled to cancel this provisional booking at any time at his discretion without assigning any reason and should the builder choose to cancel, the buyer is entitled to a refund on the amounts paid less cancellation charges as mentioned below.
- The buyer shall enter in to an agreement of sale with the builder upon payment of installment no. 1-3 overleaf. The agreement shall be of standard format prepared by the builder. If the buyer fails to enter into an agreement of sale with the builder no later than 60 days from the date of this booking, this provisional booking automatically stands cancelled and the buyer shall be entitled to a refund as per the cancellation policy of the builder.
- The terms and conditions of this provisional booking form shall be automatically cancelled upon the buyer and builder entering into a sale agreement and the terms and conditions mentioned in the sale agreement shall apply.
- The buyer agrees that under any circumstances including that of any disputes or misunderstandings, he will not seek or cause the stoppage of construction or related activity in the "**EMERALD PARK**" project or cause any inconvenience or obstructions whatsoever. However, the claim of the buyer against the builder shall be restricted to a monetary claim, which shall not exceed the amount paid by the Buyer for the house/ flat as damages in case of any breach or violation of obligations by the Builder and the builder can sell the house / flat to any other customer.

### 2. REGISTRATION & OTHER CHARGES:

- Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the buyer.
- Service Tax & VAT or any other Levies / Taxes as applicable from time to time shall be extra and are to be borne by the buyer.

### 3. Cancellation charges.

The cancellation charges shall be Rs. 25000/-

I have read the above mentioned terms and conditions and accept the same.

\_\_\_\_\_  
Signature of the Buyer



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

SI.No. 758 Date 09/12/2011

SOLD TO... V. Bhimrao s/o. late. V. Srinivas R/o. Hyd.  
FOR WHOM... M/s. Modi Shelters Pvt. Ltd. Secunderabad

*G. Ramu*

AD 130758

G. RAMU, Licensed Stamp Vendor,  
Lic.No. 15-04-39/2007, Ren.No. 15-04-19/2011  
H.No. 6-134/B, Gandhinagar Colony, Kompally (V),  
Quthbullapur (M), R.R. Dist. Ph.No: 8801256524

### AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 19<sup>th</sup> day of DECEMBER, 2011 at Secunderabad by and between:

M/s. MODI SHELTERS PVT LTD, a registered company 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. Sourabh Modi, S/o. Sri Satish Modi, aged about 40 years, Occupation: Business, R/o Plot No 280, Road No 25, Jubilee Hills, Hyderabad-34, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees etc.)

AND

Mrs. K.Sridevi, W/o. Mr. K.V.Subba Reddy., aged about 36 years, Occupation: Business, residing at Plot No. 305, Sri Nilaya Estates, Ameerpet, Hyderabad. Hereinafter referred to as the Vendee(s) (which term shall mean and include his/her/their heirs, legal representatives, administrators, executors, successors in interest, assignees, etc).

For MODI SHELTERS PVT. LTD.

*K. Reddy*

*[Signature]*  
Director

**WHEREAS:**

- A) The Vendor is the absolute owner and possessor of the land situated in Sy.No.54, 55 Annojiguda Village, Pocharam GP, and Sy.No 821,822 Korremula Village, Venkatpur GP, in Ghatkesar Mandal Ranga Reddy District, by virtue of the following registered documents registered at the office of SRO, Ghatkesar, R.R.District. (Hereinafter known as the Scheduled Land)

S.No	Reg Document No	Land Area	Village	Details
1.	Agreement of Sale Cum GPA 2298/06	1 acre 11 guntas	Sy.No 55 Annojiguda	SRO Ghatkesar
2.	Sale deed No 1850/04	33 guntas	Sy.No 54 Annojiguda	SRO Ghatkesar
3	Sale Deed No 1846/04	2 acres 14 guntas	Sy.No 54,55 Annojiguda	SRO Ghatkesar
4	Sale Deed No 7653/04	2 Acres 20 guntas	Sy.No 821, Korremula Village	SRO Ghatkesar
5	Ag of Sale cum GPA No 3075/06	1.0 acre	Sy.No 822 Korremula Village	SRO Ghatkesar
6	Ag of Sale Cum GPA No 2299/06	1 acre 32 guntas	Sy. No 822 Korremula Village	SRO Ghatkesar
7	Ag of Sale Cum GPA No 2300/06	1.0 acre 37 guntas	Sy.no 822 Korremula Village	SRO Ghatkesar

- B) Ms. Trigold Properties had purchased land admeasuring 1 acres 11 guntas in Sy.no 55 Annojiguda Village vide Sale deed No11383/04 dated 18-10-2004, 1 acre 32 guntas in Sy.No 822 Korremula Village vide Sale Deed No 867/05 dated 14/2/05 and 1.0 acre 37 guntas in Sy.Nos 822 Korremula Village vide Sale Deed No 2980/05 dated 9/5/2005 and the same was sold to M/s Modi Shelters Pvt Ltd vide agreement of Sale cum GPA No 2298/06, 2299/06 and 2300/06 all registered at the office of the SRO Ghatkesar R.R Dist.

For MODI SHELTERS PVT. LTD.

*a Reddy*

*[Signature]*  
Director

- C) Mr. R. Ashok Swaminathan had purchased land admeasuring 1.0 acres in Sy.No 822 Korremula Village vide Sale Deed no 12287/04 dated 10/12/04 and the same was sold to M/s Modi Shelters Pvt Ltd. Vide agreement of sale cum GPA 3075/06 registered at the office of the SRO Ghatkesar R.R Dist.
- D) The Vendor has obtained a layout from HUDA vide LP No 5708/MP2/H/05 dated 30-6-2007. The proposed project of development is styled as 'EMERALD PARK'.
- E) The Vendor proposes to develop the Scheduled Land by constructing independent houses of similar size, similar elevation, same colour scheme, etc. along with certain amenities for the common enjoyment like a Club house, roads, street lighting, Swimming Pool, landscaped gardens, etc.
- F) The Vendor in the scheme of the development of EMERALD PARK has planned that the prospective buyers shall eventually become the absolute owners of the identifiable land (i.e., plot of land) together with an independent house constructed thereon. For this purpose the Vendor and the Vendee(s) are required to enter into two separate agreements, one with respect to the sale of land, second with respect to the construction of the house. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project.
- G) The Vendee(s) is desirous of purchasing a plot of land together with house to be constructed thereon as detailed below in the project EMERALD PARK and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of House	Built-up Area
38	371 Sq. Yds.	Luxury	1485 sft

- H) The parties hereto have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

For MODI SHELTERS PVT. LTD.

  
Director



NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale, the Vendor agrees to transfer in favour of the Vendee(s) and the Vendee(s) hereby agrees to purchase from the Vendor, a plot of land admeasuring about 371 sq. yds. Bearing Plot No. 38 in EMERALD PARK Sy.No 821, 822 Korremula Village, Venkatapur Gram Panchayat, Ghatkesar Mandal, Ranga Reddy District with a 1485 sft house, to be constructed thereon, as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the brochure annexed hereto (the said plot of land and the house to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 25,00,000/- (Rupees Twenty Five Laks Only).

The total consideration paid is towards:

Sl. No.	Description
A.	Towards sale of land admeasuring 371 sq yards
B.	Towards development charges of land for laying of roads, drains, parks, etc.
C.	Towards cost of construction of a house admeasuring 1485 sft.
D.	Use of the facilities such as playgrounds, gardens and amenities such as, generator, Swimming Pool etc
E.	Exclusive use of the 'EMERALD PARK' Club House'

2. That the Vendee(s) in pursuance of this agreement shall pay the sale consideration of Rs. 25,00,000/- (Rupees Twenty Five Laks Only) to the Vendor as under:

	Installment	Amount	Due date for payment
1	Booking amount	Rs. 25,000/-	Paid
2	Confirmation Amount	Rs. 50,000/-	Paid
3	Margin Amount	Rs. 5,00,000/-	Paid
4	First installment	Rs. 9,25,000/-	Paid
5	(a) Second Installment	Rs. 5,00,000/-	Paid
	(b) 3 <sup>rd</sup> installment	Rs. 2,50,000/-	Paid
	© 4 <sup>th</sup> installment	Rs. 1,25,000/-	Paid
	(d) Final Installment	Rs. 1,25,000/-	Paid
	Total	Rs. 25,00,000/-	

For MODI SHELTERS PVT. LTD.

K Reddy

  
Director



3. It is specifically agreed that this agreement stands automatically cancelled if the Vendee(s) has failed to pay the first installment mentioned in 2-(4) above on or before 40 days from the date of this agreement. In this event the Vendee(s) is not entitled to any compensation other than refund of amount paid by him after deducting an amount of Rs. 75,000/- (Rupees Seventy Five Thousand Only). In the event of such a cancellation, the Vendee(s) specifically agrees that the Vendor can sell the Scheduled property to a third party without any reference or notice to the Vendee(s)
4. In the event the Vendee(s) is opting for Housing Loan from Bank / Financial Institutions, the Vendee(s) agrees that
- a. The Vendee(s) will ensure that the Housing loan is sanctioned and the first installment is disbursed as per the Clause 2 (4) above. Any delay in the sanction of housing loan and release of the first installment of housing loan as mentioned in Clause 2 (4) above shall be interpreted as a default of payment and will result in cancellation of this agreement as per Clause 3 above.
  - b. Upon sanction of housing loan, the VENDEE(S) will cooperate with the VENDOR in immediately executing the necessary Sale Deeds, and other documents that may be necessary in obtaining the disbursements of installment 2-(4) above from the Housing loan company/bank. Any delay in this process resulting in a delay in disbursement of housing loan shall be considered as a delay in payment of installments. In such an event, the VENDOR is authorized to cancel this agreement without further notice to the VENDEE(S) as per clause 3 above.
  - c. Failure by the bank/Housing finance company to disburse subsequent installments of housing loan as per Clause 2(5) shall result in a penal interest of 3% per month on the amount outstanding. However if the delay in payment of any installment as per Clause 2 (5) is more than 60 days, the Vendor is entitled to cancel this agreement as per Clause 6 below.
  - d. It is the responsibility of the Vendee(s) to ensure that all disbursements from the Bank / Financial Institutions from which the housing loan is availed are in accordance with the due dates mentioned in Clause 2 above.
  - e. The vendee explicitly agrees that once the bank/home loan company disburses any of the installments, the vendee shall not reduce or alter the home loan amount sanctioned without the no-objection letter from the Vendor. The vendee shall seek the prior permission of the vendor in case of any alterations in the home loan amount sanctioned by the bank/ financial institution

For MODI SHELTERS PVT. LTD.

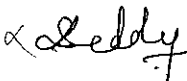
  
Director



5. In the event the Vendee(s) is opting for self finance i.e. he/she must pay all subsequent installments as per Clause 2(5) above. Any delay in the payment of these installments shall result in a penal interest of 3% per month on the amount outstanding. However if the delay in payment of any installment as per Clause 2 (5) is more than 60 days, the Vendor is entitled to cancel this agreement as per Clause 6 below.
6. It is specifically agreed by the vendee that he /she/they shall not cancel the booking of the house at any stage i.e either at the stage of booking or after entering into this agreement of sale for any reason whatsoever The Vendee(s) shall abide by the payment schedule in Clause 2 under all circumstances. In case of any delay after the due dates mentioned in Clause 2, Clause 4 and 5 above, the VENDOR is authorized to cancel this agreement without notice and forfeit a sum of Rs.75,000/- (Rupees Seventy five thousand only). The balance amount after deducting the amount to be forfeited, shall be returned to the Vendee(s). In the event of cancellation, the Vendee(s) specifically agrees that the Vendor can sell the Scheduled property to a third party without any reference or notice to the Vendee(s).
7. That it is specifically understood and agreed by the Vendee(s) that the Sale Deed executed in favour of the Vendee(s), the Agreement for Construction entered into between the parties hereto in pursuance of these agreements which are interdependent, mutually co-existing and / or inseparable. The Vendee(s) therefore shall not be entitled to alienate in any manner the plot of land registered in his/her/their favour and / or enter into an Agreement for Construction in respect of the house with any other third parties. However, the Vendee(s) with the prior consent in writing of the Vendors shall be entitled to offer the Said Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed house in the Said Plot.
8. That any time given to the Vendee(s) for fulfillment of their/his/her obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Vendee(s) other than the time so granted. Such granting of the time etc, shall not prejudice the rights of the Vendor in any manner whatsoever.

For MODI SHELTERS PVT. LTD.

  
Director



9. That the possession of the schedule property shall be delivered by the Vendors to the Vendee(s) after completion of construction of the house and upon payment of entire sale consideration and other incidental charges by the Vendee(s) to the Vendors
10. That the Vendor covenants with the Vendee(s) that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale.
11. That the Vendee(s) has/have examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is/are fully satisfied with regard to the title of the Vendors and the Vendee(s) shall not hereafter raise any objection on this account.
12. The Vendors shall construct the schedule house as per their specifications and plans and the Vendee is not entitled to demand any modifications /changes to the same. However modifications as per the builder's policy can be allowed by the Vendors but such modifications are at the sole discretion of the Vendor.
13. Henceforth the project shall be known under the name & style of 'EMERALD PARK' for all purposes.
14. The Vendors shall complete and hand over the possession of the scheduled property to the Vendee(s) Three months from the date of this agreement with a grace period of Three months thereafter subject to timely receipt of payments as per Clause 2 above.
15. That in event of any delay in the completion of the construction of the schedule house 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 Vendors shall not be held responsible. The Vendee(s) 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.

For MODI SHELTERS PVT. LTD.

  
/ Director



16. The project "Emerald Park" is a long gestation project and with various blocks, houses and amenities etc. The vendor shall provide all the amenities over a phased period and blocks of houses will be constructed in a phased manner. The vendee shall not raise any objection or obstruct in the construction of the other blocks/houses/amenities. The completion of the vendee's house will be considered done when it is ready for occupation and the vendee will not link the provision of all these amenities and blocks of adjacent houses to the handover date of his/her house.
17. That upon completion of construction of the house the Vendors shall intimate to the Vendee(s) of the same at his last known address and the Vendee(s) 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 Vendors 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 Vendors or the respective society.
18. That the Vendee(s) agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee(s) shall not seek or cause the stoppage or stay of construction or related activity in the EMERALD PARK project or cause any inconvenience or obstructions whatsoever. The Vendors in case of any such dispute is free to cancel the sale and sell the Scheduled Property to a new buyer. The Vendee further agrees not to defame the Vendor and cause any adverse publicity harming the goodwill and the reputation of the builder. However, the claim of the Vendee(s) against the Vendors shall be restricted to a monetary claim, which shall not exceed the amount paid by the Vendee(s) in case of any breach or violation of obligations by the Vendors. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
19. That the Vendee(s) has/have paid 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 Vendors.

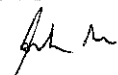
For MODI SHELTERS PVT. LTD.

  
Director

x Seddy

20. That the Vendee(s) shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendors or to his/her/their nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the EMERALD PARK project and in respect to the Scheduled Property and also the adjoining areas.
21. That the Vendee(s) shall not be allowed to alter any portion of the house that may change its external appearance without due authorization from the Vendors and / or Association / Society in-charge of maintenance for an initial period ending upto 2020 and all the houses in the project of EMERALD PARK shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee(s) shall not raise any obstructions / objections.
22. That the Vendee(s) or any person through him/her shall keep and maintain the house in a decent and civilized manner. The Vendee(s) shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the EMERALD PARK. To achieve this objective the Vendee(s), inter-alia shall not throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of EMERALD PARK. (d) Store any explosives, combustible materials or any other materials prohibited under any law.
23. That from the intimation as to possession of the Schedule property or date of receipt of possession of the house, whichever is earlier the Vendee(s) shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule house 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.
24. It is specifically understood that the Vendee(s) shall not have the right to occupy, sublet, alienate, encumber or otherwise deal with the Scheduled Property before it fully constructed and possession delivered, unless she /he/they has/have made full payments including incidental charges such as electricity, water and other connections etc. under and strictly according to this agreement.

For MODI SHELTERS PVT. LTD.

  
/Director



25. That the Vendee(s) shall become a member of such co-operative society, or association that may be formed by the Owner and/or Vendor of the houses that are proposed to be constructed at the EMERALD PARK. As a member, the Vendee(s) shall abide by the rules and bye laws framed by the said society or association who shall be the administrators, and supervisors of common services (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 Vendor to the society/association every month for the proper maintenance of the common services. If the Vendee(s) ever fails to pay maintenance charges for his house, the Vendor /society/association/ shall be entitled to disconnect and stop providing all or any services to the schedule property including water, electricity, etc. The Vendee(s) agrees that he shall pay a sum of Rs. 25,000/- towards the maintenance corpus fund of the association at the time of completion of construction of the house. The corpus fund shall be managed by the maintenance association/society and the sum accrued shall be used for undertaking maintenance works at the "EMERALD PARK" from time to time as may be necessary.
26. That it is also specifically agreed by the Vendee(s) that till the formation of the society or association, the monthly maintenance amount shall be paid to the Vendors towards the maintenance of common services as mentioned in clause 25 above, till such time the society or association is formed and the Vendee(s) shall cooperate and render necessary help for the formation of such society or association.
27. The Vendee(s) shall be an exclusive member of the 'EMERALD PARK' Clubhouse, and shall be entitled to use the facilities of the same. The Vendee(s) is entitled to assign his/her/their right to use the above clubhouse to his tenants/lessees in the event of lease of the house. The Clubhouse will be run by the association mentioned above & the monthly fees shall be nominal. The Clubhouse will be run on no profit and no loss basis. The association will also be in charge of maintaining all the common amenities, such as landscaped gardens/roads, sports facilities/common security etc.
28. The Vendors have proposed to develop the area around EMERALD PARK in two to three phases and have envisioned the entire project as a large township. In accordance with this plan the Vendors, will be constructing additional houses in the areas adjacent to EMERALD PARK. The Vendors will provide the use of all the amenities/clubhouse used by members of EMERALD PARK to the prospective buyers of these houses and the same shall be enjoyed by them jointly without any objection whatsoever from the Vendee(s). Likewise the occupants of EMERALD PARK shall have access to the facilities provided to these additional houses by way of amenities.

For MODI SHELTERS PVT. LTD.

  
Director



29. The vendee explicitly agrees that he/she/they shall not transfer the title/right or interest of the schedule property or enter into any agreement of sale for the same with any third party without the explicit consent of the vendor. The vendee shall obtain no-objection certificate from the vendor in the event of such transfer of the schedule property to any such third party
30. That the Vendee(s) shall impose all the conditions laid down in this agreement upon the transferee, tenants, occupiers or user of the Scheduled house, 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 house and the transfer of all or any rights therein shall only be subject to such conditions
31. The Vendee shall be bound to execute such 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 Vendors which impose reasonable restrictions with regard to ownership of such share in the land and or the house etc. on account of joint ownership of the same by a number of persons.
32. Upon execution of this agreement of sale and other subsequent transaction, all the terms and conditions of the provisional booking form for the schedule property shall cease to be relevant
33. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents with respect to the Scheduled Property shall be borne by the Vendee(s) only and such costs do not form part of the agreed sale consideration.
34. It is hereby agreed and understood explicitly between the parties hereto the Vendee(s) shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become levivable with respect to the schedule property under this agreement, or the sale deed, and/or the agreement of construction.
35. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English

For MODI SHELTERS PVT. LTD.

  
Director



**SCHEDULED PROPERTY**

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 38 admeasuring about 371 sq. yds. located in Sy.No 821, 822 Korremula Village, Venkatapur Gram Panchayat, Ghatkesar Mandal, Ranga Reddy District, bounded on:

North	Plot No 37
South	Neighbors Land
East	Plot No 25
West	Proposed 40'0" Wide Road

**AND**

- a. ALL THAT THE LUXURY HOUSE admeasuring 1485 sq. ft. of built-up area to be constructed on the above said Plot No. 38 as per the agreed specifications given in detail in the attached brochure.

IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

**WITNESS:**

1.

*[Handwritten signature]*  
G. K. R. A. B. S.

2.

*[Handwritten signature]*  
(S. K. R. B. S.)

**For MODI SHELTERS PVT. LTD.**

*[Handwritten signature]*  
Director  
**VENDOR**

*[Handwritten signature]*

**VENDEE**



**Schedule 'B'**  
**SPECIFICATIONS:**

Item	Luxury
Structure	RCC Framed Structure
Walls	Solid Blocks/ Table brick
Lofts	Lofts Provided in Kitchen and Bedrooms
Flooring	Marble with tinoxide polish
Windows	Powder coated aluminum windows with Mosquito Mesh and grills
Doors	Wooden Frames All Doors - Moulded Door
Staircase	MS with wooden Railing
Toilets	Designer tiles-Dado up to door height CP Fittings of Marc/Jaquar quality Provision for washing machine Sanitary-Raasi/Johnson water saving Bath tub in master bedroom
Kitchen	Granite Slabs platform with matching ceramic dado, Stainless steel sink with drain board Loft tank in Kitchen
Painting	OBD with lappum-internal walls Exterior Emulsion on exterior walls Enamel paint for all woodwork.
Electrical	Concealed wiring with A/c Point in master Bedroom, Modular Switches Concealed TV & Telephone points DB's with MCB's isolators
Plumbing	Concealed PVC/GI pipes of good quality
Water Supply	Bore well water Drinking water in kitchen (Manjeera or RO plant)
Generator	Generator backup of IKVA per house
Fire Safety	Smoke Detectors and fire Extinguishers in each house.

- ❖ Final specifications may be subject to minor changes.
- ❖ The Vendee(s) confirms that incase he chooses marble flooring, he/she understands that it is a natural stone & natural Cracks will be present in the same. The builder will not be responsible for replacement of any such marble.

**For MODI SHELTERS PVT. LTD.**

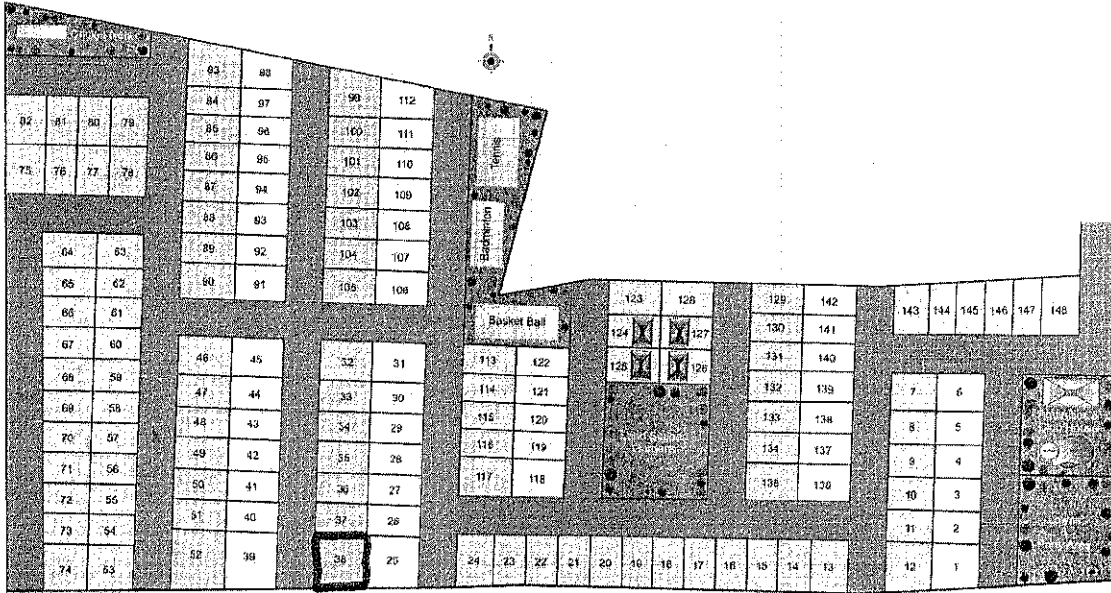
*x Seddy*

*[Signature]*  
Director


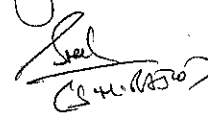
Schedule 'C'

PLAN SHOWING AN HOUSE OF PLOT BEARING NO. 38 ADMESURING ABOUT 371  
SQ.YDS SITUATED AT SURVEY NO.821, 822, KORREMULA VILLAGE, VENKATAPUR  
GRAM PANCHAYAT, GHATKESAR MANDAL, RANGA REDDY DISTRICT

**Emerald Park Layout Plan**



WITNESS:

1. 
2. 

For MODI SHELTERS PVT. LTD.

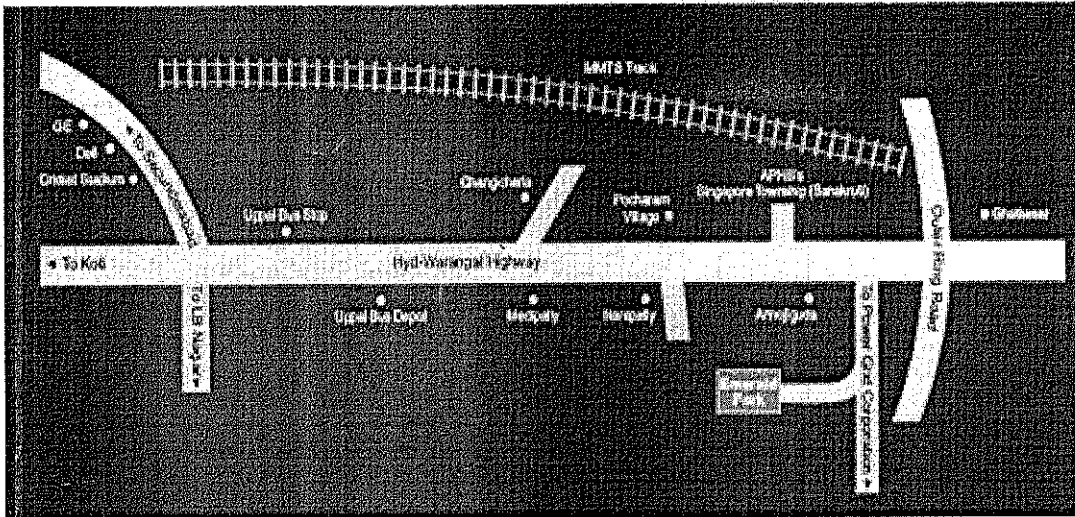
  
Director

VENDOR



VENDEE

LOCATION PLAN



WITNESS:

1. *[Signature]*  
G. Lakshmi
2. *[Signature]*  
(S. N. KASU)

For MODI SHELTERS PVT. LTD.

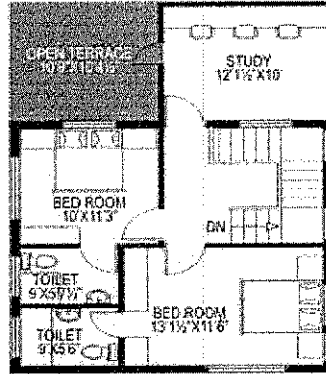
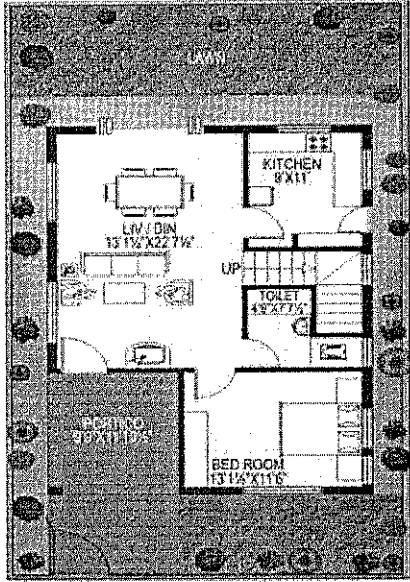
*[Signature]*  
Director  
VENDOR

*[Signature]*  
VENDEE

**ANNEXURE-A**

PLAN SHOWING HOUSE NO. 38 ADMEASURING ABOUT 1485 SFT LOCATED IN SY.NO. 821, 822 KORREMULA VILLAGE, VENKATAPUR GRAMPANCHAYAT, GHATKESAR MANDAL, RANGA REDDY DIST.

Plot No 25



FIRST FLOOR PLAN (739 Sft.)



Plot No 37

Neighbors Land

Road

WITNESS:

1. *[Signature]*  
G. K. Ravi Kumar

2. *[Signature]*  
Sul  
(S. N. Rao)

For MODI SHELTERS PVT. LTD.

*[Signature]*  
Director  
VENDOR

*[Signature]*  
Reddy

VENDEE