



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 10842 Dt. 26/6/12 Rs. 20/-
Sold to. Anand S. Mehta & Sri Satish Modi, Hyd
For Whom. Mehta & Modi Homes, Hyd

45AA 958618

K. SIBABU
LICENCED STAMP VENDOR
LIC.No.15-02-30/1998
REN.No.15-02-08/2010
Sub-Bapunaga, Amberpet, Hyd-13
Cell.No.9989259839

AGREEMENT

This Agreement is made and executed on this the 1st day of July 2012 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its office at 5/4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 41 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, assignees etc.)

AND

1. Mr. Anand S. Mehta, son of Mr. Suresh U. Mehta, aged about 33 years, residing at 21, Bapubagh Colony, 2nd floor, P.G. Road, Secunderabad - 500003
2. Mr. Hari S. Mehta, son of Mr. Suresh U. Mehta, aged about 33 years, residing at 21, Bapubagh Colony, 2nd floor, P.G. Road, Secunderabad - 500003
3. Mr. Suresh U. Mehta, son of Shri. Late Uttamlal R. Mehta, aged about 65 years, residing at no.2-3-577, 502, Uttam Towers, D. V. Colony, Minister Road, Secunderabad - 500 003., hereinafter collectively referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For MEHTA & MODI HOMES

Partner

[Handwritten signatures of Anand Mehta and Suresh Mehta]



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

45AA 958619

S.No. 10843 DI. 26/6/12 Rs. 20

Sold to Ramiah Sunkarling Rao, Hyd

For Whom Menta & Modi Homes Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No.16-02-30/1998
REN.No.16-02-08/2010
Sub-Bapunagar, Amberpet, Hyd-13.
Cell.No.9989259839

WHEREAS:

A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

Sl.No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

B) Smt. Hetal K. Parekh, Shri Parvesh B Parekh and Shri Piyush J. Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

Sl.No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

For MENTA & MODI HOMES

[Signature]
Partner

[Signature]

Anand Mitta

[Signature]



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

45AA 958620

S.No. 10844 Di. 26/6/12 Rs. 20/-

Sold to Anand & Suresh Reddy, Hyderabad

For Whom Mehta & Modi Homes, Hyderabad

K. SURESH BABU
 HON'BLE CHIEF VENDOR
 CHENLAPALLY, 10/1994
 K.P. No. 03/2010
 Sub. Section, Hyderabad, Hyderabad
 Centre No. 260030

- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal. In pursuance of the said development agreement Ms. Hetal K Parekh, Shri Parvesh B. Parekh and Shri Piyush J. Parekh have executed a GPA in favour of the Developer bearing document no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.

FOR MEHTA & MODI HOMES

Partner

Anand Mehta

Suresh Reddy



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

45AA 958621

S.No. 10845 DI 26/6/12 RS. 20

Sold to Anand Sw Narayana Rao by

For Whom M. Srinivas & Modi Homes, Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No.16-02-30/1998
REM.No.16-02-08/2010
Sub-Bapenagar, Amberpet, Hyd-13.
Cell.No.9989259839

G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA / GHMC vide Permit No 2698/MP2/Plg./H/2007 dated 23.12.2007 and 09.02.2010. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

H) The Vendor has purchased about Ac. 6-05 Gts., forming a part of Sy. No. 35 to 39 of Cherlapally Village, and has already developed into 76 independent bungalows along with amenities like club house, swimming pool, tennis court, badminton courts, landscape garden, children park, back-up generator, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-I. The Vendor has further purchased about Ac. 6-10 Gts., forming a part of Sy. No. 291 of Cherlapally Village, and is developing the same into 68 independent bungalows along with amenities like amphitheatre, children park, roads, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-II.

FOR M. S. SRINIVAS & MODI HOMES

Partner

Anand Menta

Srinivas & Modi



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 S.No. 10846 DI. 26/6/12 Rs. 20/-
 Sold to K. Giribabu, W. Narasing Rao, Hyd
 Whom. Meeta & Modi Homes, Hyd

45AA 958622

K. GIRIBABU
 LICENCED STAMP VENDOR
 LIC.No.16-02-30/1998
 REN.No.16-02-08/2010
 Sub-Bapunagar, Amberpet, Hyd-13.
 Cell.No.9989259839

- D) The Vendor proposes to develop the Scheduled Land by constructing about 103 Independent Bungalows of similar size, similar elevation, same colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The Vendor proposes to share the common amenities between Silver Oak Bungalows (Phase-I), Silver Oak Bungalows (Phase-II) and Silver Oak Bungalows (Phase-III) amongst the owners of the Bungalows in each Phase. The proposed bungalows will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- J) The Vendor in the scheme of the development project of Silver Oak Bungalows (Phase-III) has planned that the prospective buyers shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon.
- I) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 371 and also about the capacity, competence and ability of the Vendor to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows (Phase-III).

FOR MEETA & MODI HOMES

Partner

(Signature)
 Anand Meeta
(Signature)

- L) As per terms of Development Agreement dated 30.04.2007, between the Vendor herein and Shri Sandeep Shah and others, Shri Sandeep Shah and others were allotted 13 villas in the project known as 'Villas at Silvercreek', forming a part of Sy. No. 74 & 75, Cherlapally, Ghatkesar Mandal, R.R. District, Hyderabad. The Vendee has entered into a supplementary agreement dated 28th June, 2012 between the Vendor herein and Shri Sandeep Shah and others, wherein the Vendee has agreed to purchase two villas from Shri Sandeep Shah and others for a consideration of Rs. 40,00,000/- (Rupees Forty Lakhs only). The Vendee has paid the entire consideration of Rs. 40,00,000/- to Shri Sandeep Shah and others. As there was a considerable delay in completion of two villas allotted to the Vendee at 'Villas at Silvercreek', the Vendee has requested the Vendor to allot two bungalows in 'Silver Oak Bungalows (Phase III)' in lieu of the two villas in "Villas at Silvercreek" and the Vendor has agreed to do so. At the request of the Vendee the Vendor herein has allotted a plot of land together with a bungalow to be constructed thereon as detailed below in the project Silver Oak Bungalows (Phase III):

Plot No.	Extent of land	Type of Bungalow	Built-up Area	Portico Area	Terrace Area	Total Area
371	174 Sq. Yds.	Deluxe	1650 sft	180 sft	53 sft	1883 sft

- M) The Vendee has paid the entire consideration of Rs. 20,00,000/- (Rupees Twenty Lakhs only) towards one Villa to Shri Sandeep Shah and others (specifically to Shri Pritesh Rajesh Kotak and Smt. Rashmi R.Kotak).
- N) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of allotment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

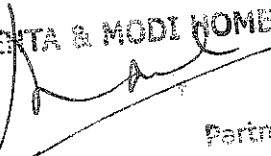
1. That in pursuance of this agreement the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to get allotted from the Vendor plot of land admeasuring about 174 sq. yds. bearing plot no. 371 in Silver Oak Bungalows (Phase-III) situated at Sy. No. 31, 40(P), 41(P), 42, 44, 45 & 55, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a deluxe bungalow 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 plan annexed hereto (the said plot of land and the bungalow to be constructed is herein after referred to as the Scheduled Property).
2. That the Vendor covenants with the Vendee 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. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage/costs.
3. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this Agreement, Sale Deed, Agreement for Construction and Agreement for Development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.

For NENTA & MODI HOMES
Partner

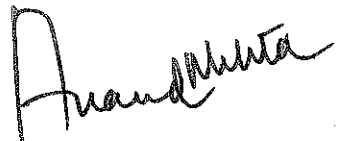
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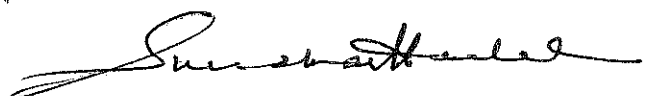
Anand Nenta
Suresh Babu

4. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this Agreement, or the Sale Deed, or the Agreement for Development charges, and/or the Agreement of Construction.
5. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before 1st October 2014 with a further grace period of 6 months.
6. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed bungalow in the Scheduled Plot.
7. That the name of the project which is styled by the Vendor as Silver Oak Bungalows (Phase-III) shall always be called as such and shall not be changed.
8. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows (Phase-III) shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
9. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
10. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows (Phase-III) project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Vendor. 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.
11. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor or to his 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 Silver Oak Bungalows (Phase-III) project and in respect to the Scheduled Property and also the adjoining areas.
12. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.

FOR MENTA & MODI HOMES

Partner




Anand Mittal



13. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Vendee make any additions or alterations in the bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows (Phase-III) Project.
14. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows (Phase-III) Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor.
15. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee 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 Silver Oak Bungalow (Phase-III). To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows (Phase-III) (d) Store any explosives, combustible materials or any other materials prohibited under any law.
16. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
17. 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. The place of legal jurisdiction shall be at Secunderabad.
18. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.
19. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

FOR MENTA & MODI HOMES.
Partner

17/11/17
Anand Menta
Suresh Kumar

SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 371 admeasuring about 174 sq. yds. of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot No. 370
South	Tot-lot area
East	Plot No. 374
West	30' wide road

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1883 sq. ft. of built-up area to be constructed on the above said plot no. 371 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

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

WITNESS:

1.

2.

For MEHTA & MODI HOMES
(Sohan Modi)
VENDOR
Partner

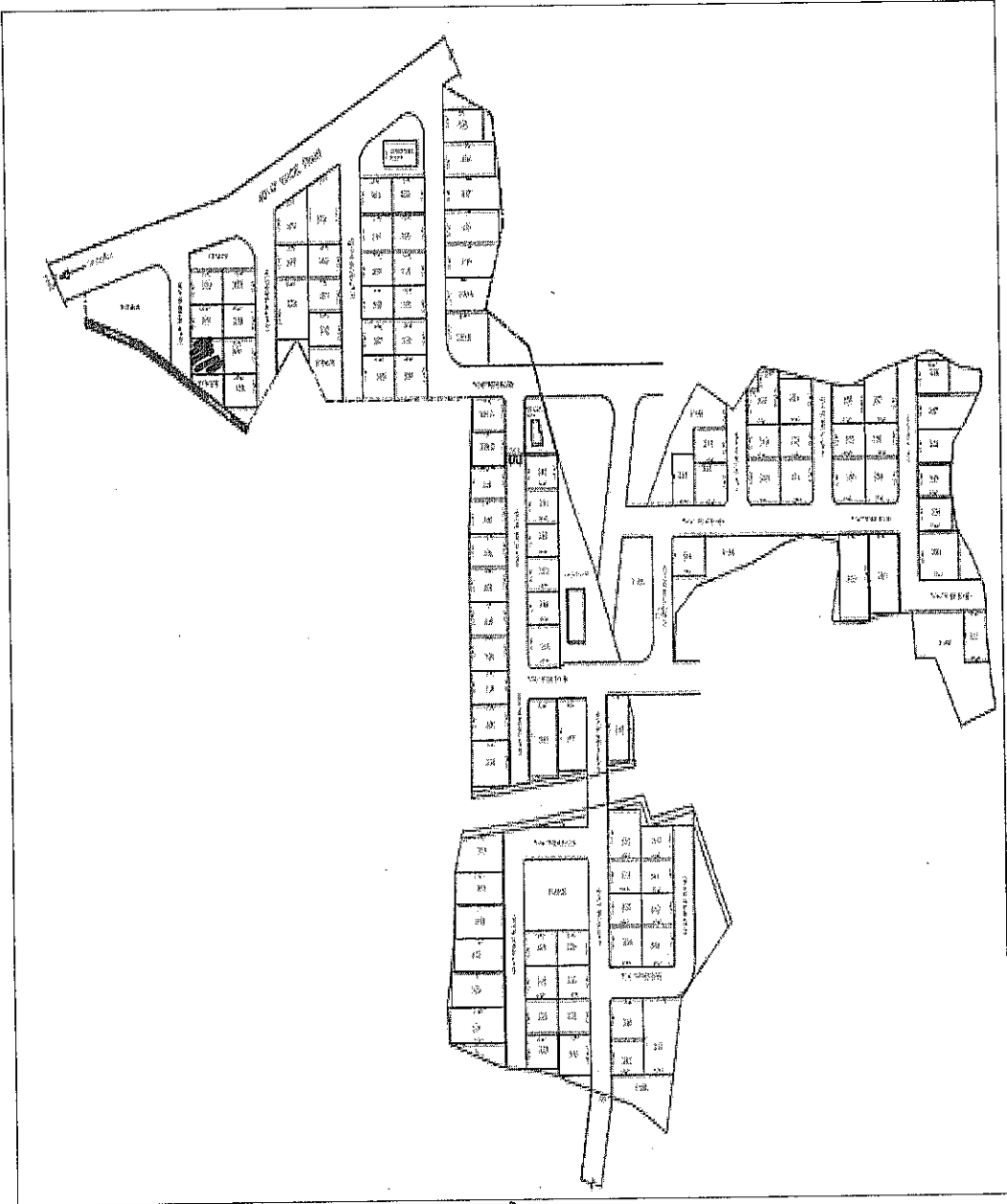
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VENDEE

Handwritten signature: Sunil

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 371 ADMEASURING ABOUT 174 SQ.YDS., (MARKED IN RED) FORMING A PART OF SURVEY NO. Sy. No. 31, 40(P), 41(P), 42, 44, 45 & 55 SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.



FOR NENTA & MODI HOMES
(SOHAM MODI)
VENDOR Partner

11/11/11
Anand Nenta
VENDEE

Suresh Babu

ANNEXURE – II

SPECIFICATIONS:

Item	Semi-Deluxe Bungalow	Deluxe Bungalow
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Roof	Sloping with country tiles	Sloping with country tiles
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able/sliding windows with grills	Powder coated aluminum or UPVC open able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing with MS banister	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes.	GI & PVC pipes. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	7' dado with designer tiles and bathtub in master bedroom.
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

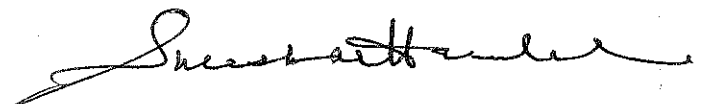
Note:

1. Choice of 2 colours for interiors 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. Specifications / plans subject to change without prior notice.

FOR NEHTA & MODI HOMES

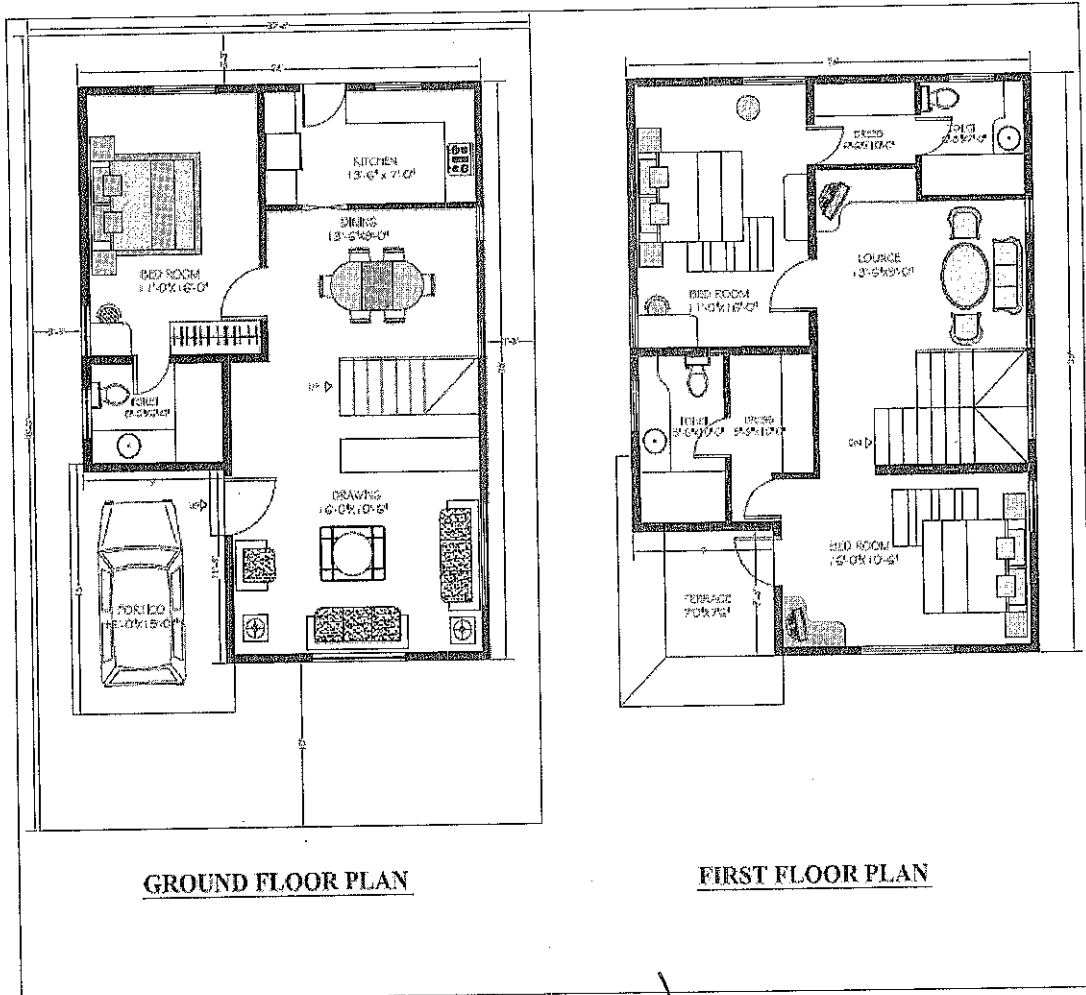
 (SOHAM MODI) Partner
 VENDOR

VENDEE



ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 371ADMEASURING
1883 SFT. OF BUILT-UP AREA.



GROUND FLOOR PLAN

FIRST FLOOR PLAN

FOR MENTA & MODI HOMES

(SOHAM MODI)

VENDOR Partner

Handwritten signature: Anand Menta

VENDEE

Handwritten signature: Suresh Kumar