

తెలంగాణ తెలంగాణ TELANGANA

S.No. 10086 Date: 13-04-2017

Sold to: RAMESH

S/o. LATE NARSING RAO

For Whom: MODI REALTY GENONE VALLEY LLP, HYD.



K 630925

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-029/2015

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

AGREEMENT OF SALE

This Agreement of Sale made and executed on this the 15th day of April, 2017 at Secunderabad by and between:

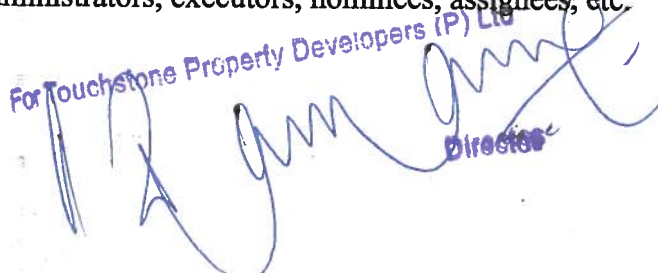
M/s. Touch Stone Property Developers Private Limited, a Company duly incorporated under the Companies Act, 1956 having its office at Plot no. 31, (8-2-622/1/1/A3) Classic Emerald Road, No. 10, Banjara Hills, Hyderabad – 500 034, represented by its Director Shri. Pachipala Dora Swamy, S/o. Shri Reddeppa, aged about 47 years.

Hereinafter referred to as the Vendor, which term shall mean and include their legal representatives, administrators, executors, successor-in-interest, assignees, etc.

IN FAVOUR OF

M/s. Modi Properties Private Limited, a Company duly incorporated under the Companies Act, 1956 having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad – 500 003, represented by its Managing Director Shri Soham Modi, son of Late Shri. Satish Modi aged about 47 years.

Hereinafter referred to as the Purchaser which shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.

For Touchstone Property Developers (P) Ltd

Director

For MODI PROPERTIES PVT. LTD.

Managing Director

WHEREAS:

- A. Syed Ahamad Pasha alias Gouse, Abdul Ghani and Jubeda Begum were the original owners of land admeasuring Ac. 1-39 gts., forming Sy. No. 505 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Their names are duly reflected in the pahanis. They have executed a registered GPA in favour of Gummadi Pedda Mallaiah as per details given in Annexure – A, Sl. No. 1. Gummadi Pedda Mallaiah in turn sold the land by a registered sale deed to Gummadi Venkatesh, Gummadi Jahangir Babu, Gummadi Mallamma, Gummadi Kamamma & Gummadi Srinivas as per details given in Annexure – A, Sl. No. 2 and their names are duly reflected in the pahanis. Patta pass book and title book were issued for an extent of Ac. 0-19 $\frac{3}{4}$ gts., to Gummadi Jahangir Babu (as per details given in Annexure - B, Sl. No. 10). Gummadi Jahangir Babu in turn sold his share in the above land vide registered agreement of sale cum GPA as per details given in Annexure – A, Sl. No. 3 to S. Anand Reddy.
- B. Kummari Mallaiah, Kummari Bagaiah and Kummari Lachaiah were the original owners of land admeasuring Ac. 1-27 gts., forming Sy. No. 506 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Their names are duly reflected in the pahanis. After the death of K. Mallaiah, his son K. Bikshapati inherited Ac. 1-05 gts., from him. His name is duly recorded in the pahanis and patta pass book and title book were issued to him (as per details given in Annexure B, Sl. No. 5). After the death of K. Bikshapati, his heirs i.e., K. Narsimulu and others have executed a registered agreement of sale cum GPA in favour of Khaira Yadgiri as per details given in Annexure – A, Sl. No. 4. K. Yadgiri as agreement of sale cum GPA holder sold the land to G. Raja Gopal Reddy and 5 others by a registered sale deed as per details given in Annexure – A, Sl. No. 5. G. Gopal Reddy and others in turn sold the land to Laskar Mallaiah vide registered sale deed as per details given in Annexure – A, Sl. No. 6. Patta pass book and title books were issued to him (as per details given in Annexure - B, Sl. No. 2). Laskar Mallaiah in turn sold the land to S. Anand Reddy vide registered sale deed as per details given in Annexure – A, Sl. No. 7.
- C. Vadla Pentaiah was the original owner of land admeasuring Ac. 0-25 gts., forming Sy. No. 507 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). His name was duly reflected in the pahanis. He executed a registered sale deed in favour of Master Chavva Sai Baba as per details given in Annexure – A, Sl. No. 8. His name was duly registered in revenue records and patta pass book and title book were issued to him (as per details given in Annexure - B, Sl. No. 7). He in turn sold the land by a registered agreement of sale cum GPA to S. Anand Reddy as per details given in Annexure – A, Sl. No. 9.

For Touchstone Property Developers (P) Ltd.
Director

For MODI PROPERTIES PVT. LTD.
Managing Director

- D. Begumpeta Mallaiah and Purella Bali Reddy were the original owners of land admeasuring Ac. 1-24 gts., forming Sy. No. 508 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Their names are duly reflected in the pahanis. Begumpeta Mallaiah sold his share of land admeasuring Ac. 0-32 gts., to Master Chevva Sai Baba as per details given in Annexure – A, Sl. No. 10. His name was duly registered in revenue records and patta pass book and title book were issued to him (as per details given in Annexure - B, Sl. No. 7). He in turn sold the land by a registered agreement of sale cum GPA to S. Anand Reddy as per details given in Annexure – A, Sl. No. 11.
- E. Purrela Bal Reddy sold his share of land admeasuring Ac. 0-32 gts., forming Sy. No. 508 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District) to Regula Mallesha as per details given in Annexure – A, Sl. No. 12. Regula Mallesha name was recorded in the pahanis and patta pass book and title books were issued to him (as per details given in Annexure - B, Sl. No. 1). Regular Mallesha in turn sold a part of the land owned by him admeasuring Ac. 0-19 ¾ Gts., by a registered agreement of sale cum GPA to S. Anand Reddy as per details given in Annexure – A, Sl. No. 13.
- F. Bodari Mallaiah, Bodari Yellaiah and Bodari Chinna Mallaiah were the original owners of land admeasuring Ac. 1-05 gts., forming Sy. No. 509 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Their names are duly reflected in the pahanis. Bodari Yerra Mallaiah inherited Ac. 0-23 gts., from his father Bodari Mallaiah. Bodari Yerra Mallaiah sold his share of land to Chevva Ramulu by way of registered sale deed as per details given in Annexure – A, Sl. No. 14. Chevva Ramulu in turn sold the land by way of registered sale deed to Ganga Sanjiva as per details given in Annexure – A, Sl. No. 15. This land was mutated in his favour and the pahanis appropriately reflect his name and patta pass book and title book were issued to him (as per details given in Annexure - B, Sl. No. 11). Ganga Sanjiva in turn sold the land to A. Narayana by way of a registered agreement of sale cum GPA as per details given in Annexure – A, Sl. No. 16. Narayana in turn sold the above land vide registered sale deed as per details given in Annexure – A, Sl. No. 17 to S. Anand Reddy.
- G. Bodari Dasaratha, inherited land admeasuring Ac. 0-11 gts., from his father Bodari Chinna Mallaiah forming a part of Sy. No. 509 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Bodari Dasharatha name was recorded in the pahanis and patta pass book and title books were issued to him (as per details given in Annexure – B, Sl. No. 8). He in turn sold the land owned by him to S. Anand Reddy by a registered agreement of sale cum GPA as per details given in Annexure – A, Sl. No. 18.
- H. Bodari Yellamma, wife of Bodari Mallaiah and Bodari Premlatha, daughter-in-law of Bodari Mallaiah inherited land admeasuring Ac. 0-11 gts., from Bodari Mallaiah forming a part of Sy. No. 509 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Their names were recorded in the pahanis. Earlier patta pass book and title books were issued in favour of B. Mallaiah (as per details given in Annexure - B, Sl. No. 9). They in turn sold the land owned by them to S. Anand Reddy by a registered agreement of sale cum GPA as per details given in Annexure – A, Sl. No. 19.

For Touchstone Property Developers (P) Ltd.

Director

For MODI PROPERTIES PVT. LTD. Page 3 of 15

Managing Director

- I. Chavva Balaiah alias Bala Mallaiah was the original owner of land admeasuring Ac. 1-03 gts., forming Sy. No. 510 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). His name is duly reflected in the pahanis. After the death of Chavva Balaiah, the land devolved to his wife Chavva Bamma. Her name is duly recorded in the pahanis and patta pass books were issued to her (as per details given in Annexure - B, Sl. No. 14). Her son Chevva Mallesh inherited the land after her death. The land was mutated in his favour and patta pass books were issued to him (as per details given in Annexure - B, Sl. No. 6). He in turn sold the land vide registered agreement of sale cum GPA as per details given in Annexure - A, Sl. No. 11 to S. Anand Reddy.
- J. Laskar Ramaiah was the original owner of land admeasuring Ac. 1-01 gts., forming Sy. No. 511 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). His name was duly reflected in the pahanis. After his death the land was inherited by his son Laskar Mallaiah. His name is duly recorded in the pahanis and patta pass books were issued to him (as per details given in Annexure - B, Sl. No. 2). He in turn sold the land by a registered sale deed to S. Anand Reddy as per details given in Annexure - A, Sl. No. 19.
- K. Mangali Ashaiah and Mangali Shankaraiah were the original owners of land admeasuring Ac. 1-16 gts., forming Sy. No. 532 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Their names are duly reflected in the pahanis. Their legal heirs namely Mangal Venkatesha, Satyamma, Laxmiah, Ragu, Anusuja, Anil, Raju, Naresh, Anusuja and Ramesh executed a registered GPA in favour of P. Narayana Reddy as per details given in Annexure - A, Sl. No. 20. P. Narayana Reddy sold the land to Kalidindi Raja Bangaru Raju by way of registered sale deed as per details given in Annexure - A, Sl. No. 21. He in turn sold the land by way of registered sale deed to S. Penta Reddy as per details given in Annexure - A, Sl. No. 22. S. Penta Reddy executed a registered GPA in favour of Regu Gowraiah as per details given in Annexure - A, Sl. No. 23 who in turn executed a registered sale deed in favour of Regu Lachaiah as per details given in Annexure - A, Sl. No. 24. His name was duly recorded in the pahanis and patta pass book and title books were issued to him (as per details given in Annexure - B, Sl. No. 3). Regul Lachaiah sold the land to S. Anand Reddy by way of registered agreement of sale cum GPA as per details given in Annexure - A, Sl. No. 25.
- L. By way of the above deeds and agreements S. Anand Reddy became owner of land admeasuring Ac. 0-19 $\frac{3}{4}$ gts. in Sy. No. 505, Ac. 1-05 gts. in Sy. No. 506, Ac. 0-25 gts. in Sy. No. 507, Ac. 1-11 $\frac{3}{4}$ gts. in Sy. No. 508, Ac. 1-05 gts., in Sy. No. 509, Ac. 1-03 gts., in Sy. No. 510, Ac. 1-01 gts. in Sy. No. 511, Ac. 1-16 gts. in Sy. No. 532 totaling Ac. 7-04 $\frac{3}{4}$ gts. in Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District).

For Touchstone Property Developers (P) Ltd.
Director

For MODI PROPERTIES PVT. LTD.
Managing Director

- M. S. Anand Reddy in turn sold land admeasuring Ac. 0-14 gts. (out of Ac. 0-19 $\frac{3}{4}$ gts. owned by him) in Sy. No. 505, Ac. 1-05 gts. in Sy. No. 506, Ac. 0-25 gts. in Sy. No. 507, Ac. 1-11 $\frac{3}{4}$ gts. in Sy. No. 508, Ac. 1-05 gts., in Sy. No. 509, Ac. 1-03 gts. in Sy. No. 510, Ac. 1-01 gts. in Sy. No. 511, Ac. 0-20 gts. (out of Ac. 1-16 gts. owned by him) in Sy. No. 532 totaling Ac. 7-04 $\frac{3}{4}$ gts., in Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District), herein after referred to as the Scheduled Property and more fully described in the schedule given hereunder, to M/s. Genmedic Healthcare Pvt. Ltd., by way of registered sale deed as per details given in Annexure – A, Sl. No. 26. Hereinafter M/s. Genmedic Health Care Pvt. Ltd., are referred to as Landowners.
- N. M/s. Genmedic Healthcare Pvt. Ltd., along with M/s. Spectrum Life Sciences Pvt. Ltd., obtained a loan from Bank of India, Sanjeev Reddy Nagar Branch by depositing the title deeds of the Scheduled Property with the bank. Accordingly, registered memorandum of deposit of title deeds were executed as per details given in Annexure – A, Sl. No. 27 & 28. They had obtained a Cash Credit/Overdraft limit of Rs. 150 lakhs and a term loan of Rs. 175 lakhs. The same was enhanced to Cash Credit/Overdraft limit of Rs. 175 lakhs and a term loan of Rs. 333 lakhs. As on 12.04.2017 the loan balance on the Cash Credit/Overdraft limit is Rs. 89,23,112/- (Ac. No. 863770210000002) and the loan balance on the term loan is Rs. 1,33,31,489/- (Ac. No. 863770210000009).
- O. B. G. Ravinder Reddy and A. Sudhakar Reddy, owners of land in Sy. No. 534 & 536 in Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District) have executed a registered agreement of easement rights as per details given in Annexure – A, Sl. No. 29 in favour of S. Anand Reddy and others. Under the agreement a 20 ft wide road access has been provided to the Scheduled Property from the Thurkapally to Kothur main road.
- P. The Vendors have represented to the Purchaser that road has now been made into a 40 ft road from the existing 20 ft road and the Purchaser shall be entitled to lay a cement or BT road to form a carriage way 24 ft wide, with footpaths on either side.
- Q. The Vendors herein have entered into an understanding with the Landowners for purchase of the Scheduled Property from the Landowners. Substantial advances have been paid by the Vendors to the Landowners for purchase of the Scheduled Land. The Landowners have agreed to execute conveyance deed in favour of the Vendors or its nominees on receipt of the entire consideration. Further, the Landowners have agreed to clear the outstanding bank loans referred to above on receipt of the agreed consideration from the Landowners.
- R. The Landowners along with M/s. Spectrum Life Sciences Pvt. Ltd., have by way of a separate letter confirmed the following:
- They have a subsisting understanding with the Vendor herein for selling the Scheduled Property to the Vendor and they have received substantial advance from the Vendor.
 - They have taken the above referred loan from Bank of India, Sanjeev Reddy Nagar Branch.
 - The loan balance as on 12.04.2017 is as given above.

For Touchstone Property Developers Pvt. Ltd.
Director

For MODI PROPERTIES PVT. LTD.

Managing Director

- d. They shall clear the balance outstanding bank loan within 30 days of this agreement and obtain an NOC from the bank.
- e. On clearing the loan the title documents shall be handed over to the Vendors herein.
- f. The Memorandum of Deposit of Title Deeds shall be released from the SRO on repayment of the entire loan.
- g. They are aware that the Vendor intends to sell the scheduled property to a third party and that they have no objection for such a sale.
- h. The Landowners and the Vendor shall jointly execute a sale deed in favour of the nominees of the Vendor as and when called for by the Vendors.
- S. The Purchaser is in the business of development of housing complexes consisting of flats/villas in gated communities. The Purchaser has been scouting for land around Genone Valley at Turkapally, in the outskirts of Hyderabad for development of a housing complex to meet the latent demand for housing, required by the employees working in the industries/companies in and around Genone Valley. The Vendor has offered the Purchaser the Scheduled Land for sale for such a purpose.
- T. The Purchaser intends to develop the Scheduled Land into a housing complex. For that purpose it requires a 30/40ft access road to the Scheduled Land. Further the Scheduled Land should be converted to residential land use with the Urban Development Authority for it to be developed into a housing complex.
- U. The Purchaser has agreed to purchase the Scheduled Property from the Vendors and their predecessors in title for a total consideration of Rs. 5,51,70,000/- (Rupees Five Crores Fifty one lakhs Seventy Thousand only), calculated at the rate of Rs. 77.50 lakhs per acre (Rs. Seventy Seven Lakhs Fifty Thousand only) and the Vendors have agreed to sell the Scheduled Property to the Purchasers as per the terms and conditions given herein.
- V. The Purchaser proposes to incorporate a new LLP styled as 'Modi Realty Genone Valley LLP'. The conveyance deed at the request of the Purchaser shall be executed in favour of the newly incorporated LLP or the Purchaser's nominees.
- W. The parties hereto are desirous of reducing the terms and conditions of sale into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That the Vendors have agreed to sell to the Purchaser the Scheduled Property for a total sale consideration calculated at Rs. 77.50 lakhs per acre (Rs. Seventy Seven Lakhs Fifty Thousand only), i.e., Rs. 5,51,70,000/- (Rupees Five Crores Fifty one lakhs Seventy Thousand only) subject to clause 14 given hereunder.

For Touchstone Property Developers (P) Ltd.

Director

FOR MODI PROPERTIES PVT. LTD.

Managing Director

2. That in pursuance of the agreement of sale the Purchaser paid an amount of Rs. 1,38,00,000/- (Rupees One Crore Thirty Eight Lakhs only) as advance to the Vendors and the Vendors acknowledge the receipt of the advance. The details of the amount paid are as follows

Sl. No.	Cheque/ payorder no.	Date	Amount	Drawn on	In favour of
1	189666	13.02.2017	10,00,000	HDFC Bank	Touch Stone Properties Pvt. Ltd.,
2	190320	11.04.2017	28,00,000	HDFC Bank	Touch Stone Properties Pvt. Ltd.
3	190321	11.04.2017	50,00,000	HDFC Bank	Touch Stone Properties Pvt. Ltd.
4	190322	11.04.2017	50,00,000	HDFC Bank	Touch Stone Properties Pvt. Ltd.

3. The Vendor hereby declares that the receipt of sale consideration by the Vendor or payments made to the Landowners at the request of the Vendor herein shall be deemed to have been received by the Vendor. Any amount paid by the Purchaser to repay the loans of the Landowners at the request of the Vendor to any bank, financial institutions or private financiers shall be deemed to be payment of sale consideration to the Vendor.
4. That the Vendor and Purchaser have mutually agreed that the balance sale consideration shall be paid within 60 days of the Vendor completing the tasks given in clause 5 below, with a grace period of 30 days.
5. The Vendor undertakes to complete the following at its risk and cost. Further, the Vendor shall complete these tasks within 6 months from the date of this agreement. Any extension in completing these tasks shall only be on mutual agreement.
- Repay the bank loan taken by the Landowners by depositing the title deeds of the Scheduled Property from Bank of India, Sanjeev Reddy Nagar branch from its own sources.
 - Obtain NOC from the said bank.
 - Release the Memorandum of Deposit of Title Deeds from the said bank.
 - Collect original title deeds related to the Scheduled Property from the said bank.
 - Convert the land use of the Scheduled Property to non-agricultural use under the NALA Act.
 - Convert the land use of the Scheduled Property to residential use from the relevant statutory authorities like HMDA and/or the Government of Telangana.
6. The Vendors have agreed to let the Purchaser undertake the following at its cost.
- Extend the existing road leading to the site from the Turkapally to Kolthur main road from an existing width of 20 ft to a width of 40 ft, by improving the existing road.

For Touchstone Property Developers (P) Ltd.
Director

For MODI PROPERTIES PVT. LTD.
Managing Director

7. The Vendor has provided plans and documents related to the extent of the Scheduled Property. Further, the Vendor has agreed to let the Purchaser undertake the following to enable the Purchaser to duly verify the actual extent and physical possession of the Scheduled Property.
- Conduct the Panchnama and survey through the MROs Office demarcating the exact area of land forming the Scheduled Property.
 - Erect kadis (stone pillars) & barb wire along the boundary of the Scheduled Property to clearly demarcate the Scheduled Property.
 - Erect a 15 ft wide gate at the entrance of the Scheduled Property.
 - Conduct a digital survey to establish the exact extent of land after erection of kadis, barb wire and gate.
 - Co-relate the digital survey with tippans obtained from the Revenue Authorities.
8. The Vendor has provided all documents, revenue records and deeds related to the title of the Scheduled Property. Further, the Vendor has agreed to let the Purchaser undertake the following to enable the Purchaser to duly verify the title of the Scheduled Property.
- To issue a public notice within 30 days of this agreement calling for objections, if any, from the general public regarding the proposed sale.
 - To erect a board on the Scheduled Property stating that, 'This land belongs to: M/s. Genmedic Health Care Pvt. Ltd. Total extent Ac. 7-04 $\frac{3}{4}$ gts., forming a part of Sy. Nos. 505, 506, 507, 508, 509, 510, 511 & 532 of Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District). Contact: 8948194553/9849106810'.
9. That the Vendors covenant that they along with the Landowners are the absolute owners and possessors of the Scheduled Property and entitled to deal with the said property and there is no legal embargo to alienate the Scheduled Property and to transfer all the rights.
10. The Vendors hereby covenant that they along with Landowners are the absolute owners of the Scheduled Property and no other person other than the Vendors have any right, title or interest in respect of the Scheduled Property or any portion thereof. There are no protected tenants in respect of the Scheduled Property and as such there is no encumbrance or any impediment on the ownership and enjoyment of Scheduled Property by the Vendors/Landowners herein above mentioned.
11. The Vendors further covenant that Scheduled Property is free from all sorts of encumbrances, charges cess or attachment of whatsoever nature and as such the Vendors hereby give warranty of title. The Vendors hereby declare that they have not entered into any agreement or executed any deed prior to this deed with respect to the Scheduled Property. If any claim is made by any person either claiming through the Vendors or otherwise in respect of Scheduled Property it shall be the responsibility of the Vendors alone to satisfy such claims. In the event of Purchaser is put any loss on account of defective title or on account of any claims on the Scheduled Property, the Vendors shall indemnify the Purchaser full for such losses,

For Touchstone Property Developers (P) Ltd.
Director

For MODI PROPERTIES PVT. LTD.

Managing Director

12. The Vendors hereby further covenant that there are no right of any third party relating to any easement rights of way, etc., in respect of the Scheduled Property.
13. The Vendors hereby covenant that the Vendors have paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Property payable as on the date of this agreement of sale. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendors to clear the same.
14. It is agreed between the Vendors and Purchaser that the total sale consideration payable by the Purchaser to the Vendor shall be calculated at the rate of Rs. 77.50 lakhs per acre, based on the physical extent of land available at the site or calculated on the document area of Ac. 7-04 $\frac{3}{4}$ gts., whichever is lesser. It is specifically agreed that the Vendors shall clearly demarcate the Scheduled Property being sold to the Purchaser. In case of any disagreement between the parties regarding the actual extent of land at site, a joint survey can be conducted to verify the extent of land. It is further agreed that during the course of change of land use, if any part of the land is marked as green belt, water body or the like, which renders that portion of the land unusable for development activity of a residential complex, then such a portion of land shall be excluded from the total extent of land being purchased by the Purchaser from the Vendor.
15. The Vendor hereby grants license to the Purchaser to enter into the Scheduled Property on for the purpose of erecting kadis / barb wire / gate, measure and survey. The Purchaser shall not claim possession of the Scheduled Property until the sale consideration is paid and conveyance deeds/GPAs are executed in its favour.
16. The parties hereto agree to perform all such acts and deeds that are required to fully effectuate this agreement entered into herein.
17. That in case this transaction is not completed within 6 to 9 months from the date of this agreement, the parties hereto on mutual agreement may grant each other additional time to perform their obligations. However, in case such an extension is not agreed to, the cancellation clause mentioned below shall follow.
18. The Purchaser is entitled to cancel this agreement of sale in the event of one or more of the following:
- In case of any major boundary dispute with the neighbours at the time of erecting kadis and barb wire or at other times.
 - In the event of any claim/objection received from any person in response to the public notice or otherwise, which the Purchaser may deem to be a defect in the title of the Scheduled Property.
 - In the event of any claim or objection being received from the heirs or alleged heirs of any predecessors in title.
 - Failure of the Vendor to complete the tasks mentioned in clause 5 above within the stipulated time.
 - For breach of any terms and conditions by the Vendor or Purchaser.

For Touchstone Property Developers (P) Ltd.
Director

Page 9 of 15
For MODI PROPERTIES PVT. LTD.
Managing Director

Upon cancellation of this agreement the Vendor shall refund the amounts paid by the Purchaser within 15 days of cancellation. Thereafter, the Purchaser shall be entitled to recover the said amount along with interest calculated at the rate of 18% per annum.

19. The Parties are entitled for specific performance and damages.
20. That the Vendors along with the Landowners shall execute and register sale deeds, General Power of Attorney or other deeds, for conveying the Scheduled Land either in favour of the Purchaser or in favour of its nominees on receipt of the agreed consideration. The expenses of stamp duty and registration charges for the sale deeds/GPA and all other incidental expenses shall be borne by the Purchaser in full.
21. The Vendor agrees to handover the original link documents to the Purchaser on receipt of the entire sale consideration.
22. The Vendors and the Purchaser hereby undertake to register this agreement of sale as and when called upon by the Purchaser to do so. The expenses of stamp duty and registration charges of this agreement and all other incidental expenses shall be borne by the Purchaser in full.
23. That in case of any disputes and differences between the Vendor and the Purchaser arising out of, or in connection with, this understanding shall be decided through arbitration of two arbitrators; one to be appointed by the Vendor and the other to be appointed by the Purchaser and the two arbitrators appointing the third arbitrator. The venue of the arbitration proceedings shall be Hyderabad and the provisions of Arbitration and Conciliation Act, 1996, shall be applicable to such proceedings. Law courts in Hyderabad shall alone have exclusive jurisdiction over all matters arising out of, or in connection with this agreement to the exclusion of all other law courts

For Touchstone Property Developers (P) Ltd.
Director

For MODI PROPERTIES PVT. LTD.
Managing Director



SCHEDULE PROPERTY

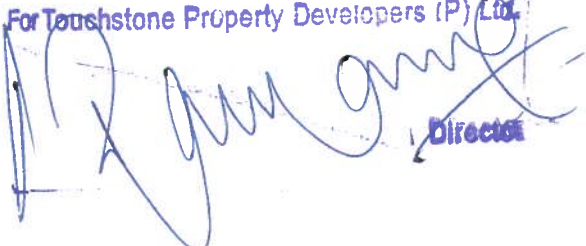
All that part and parcel of land admeasuring Ac. 0-14 gts., forming Sy. No. 505, Ac. 1-05 gts., forming Sy. No. 506, Ac. 0-25 gts., forming Sy. No. 507, Ac. 1-11 ¼ gts., in Sy. No. 508, Ac. 1-05 gts., in Sy. No. 509, Ac. 1-03 gts., forming Sy. No. 510, Ac. 1-01 gts., forming Sy. No. 511, Ac. 0-20 gts., forming Sy. No. 532 totaling Ac. 7-04 ¾ gts., in Koltur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District), marked in red in the plan enclosed herein and bounded by:

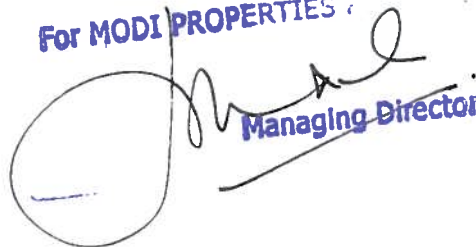
North	Existing road as per agreement of easement rights bearing document no. 864/2013 and land of S. Anand Reddy
South	Ag. Land of Ragula Mallaiah and Chevva Mallaiah and others
East	Ag. Land of Chevva Yadagir and Chevva Ramulu and others
West	Ag. Land of M. Satyanarayna, S. Shiv Shankar Reddy and S. Anand Reddy

IN WITNESSES WHEREOF this agreement of sale is made and executed on this the 15th day of April, 2017 at Secunderabad by the parties hereto in presence of the witnesses mentioned below:

WITNESSES

1. 
C.D. RAVI KUMAR
2. 
A. Sambhiv-das

For Touchstone Property Developers (P) Ltd.

Director

For MODI PROPERTIES

Managing Director

Annexure –A
Details of sale deeds, agreement of sale cum GPA (AGPA), GPAs, etc.

Sl No	Vendor	Purchaser	Nature of Document	Document no.	Document date	Registered at	Extent of land	Sy. No.
1.	Ahmed Pasha, Syed Abdul Gani, Jubeda Begum	Gummadi Pedda Mallaiah, Chinna Mallaiah, Balaram, Bala Narasimha	GPA	2422	03.11.1992	Medchal	1-39	505
2.	Syed Ahmed, Abdul Ghani, Zubeda Begum Rep. by GPA Gummadi Pedda Mallaiah, Chinna Mallaiah & Bala Narsaiah	Gummadi Venkatesh, Jahangir Babu, Mallamma, Kamalamma, Srinivas	Sale deed	8250	27.08.2004	Shamirpet	1-39	505
3.	Gummadi Jahangir Babu,	S. Anand Reddy	AGPA	148	18.01.2013	Shamirpet	0-19 ¼	505
4.	Kummari Narsimulu , Anajaneyulu, Kistaiah, Yadagiri, Sanjeeva	K. Yadagiri	AGPA	3919	09.03.2006	Shamirpet	1-05	506
5.	Kummari Narsimulu , Anajaneyulu, Kistaiah, Yadagiri, Sanjeeva	B. Raja Gopal Reddy, B. Srilatha, Rameshwara pu Ratan Babu, R. Vijaya laxmi, Duvuuru Deepika Baba, Guda Naga Prabha	Sale deed	4878	24.03.2006	Shamirpet	1-05	506
6.	Rajagopal Reddy, Srilatha, Ratan Babu, Vijay Laxmi, Deepika Baba, Naga Prabha	Laskar Mallaiah	Sale deed	1713	03.08.2011	Shamirpet	1-05	506
7.	Laskar Mallaiah, Ramulu Raju	S. Anand Reddy	Sale deed	2248	17.10.2012	Shamirpet	1-05	506

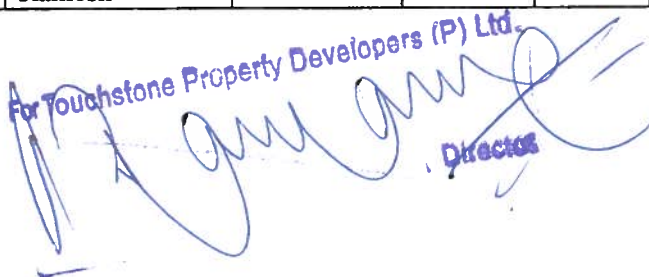
For MODI PROPERTIES PVT. LTD.

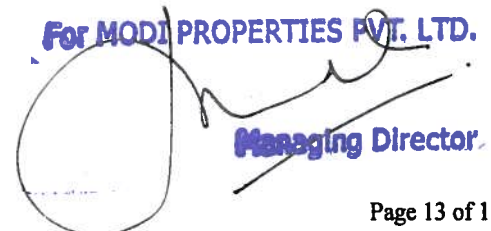
Managing Director

For Touchstone Property Developers (P) Ltd.

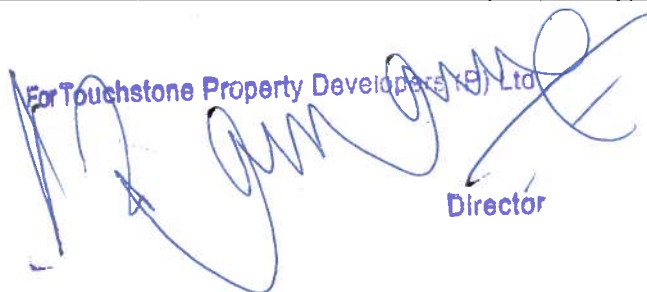
Director

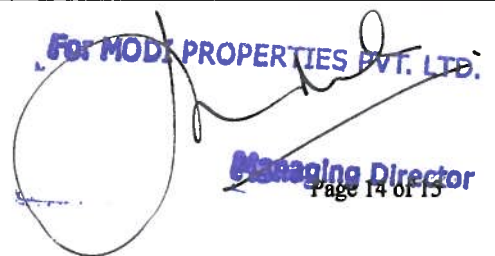
8.	Vadla Pentaiah	Chevva Sai baba	Sale deed	2662	19.04.1993	Medchal	0-25	507
9.	Chevva Saibaba	S. Anand Reddy	AGPA	2646	07.12.2012	Shamirpet	0-25	507
10.	Begumpet Malla Reddy	Chevva Sai baba	Sale deed	2661	19.04.1993	Medchal	0-32	508
11.	Chevva Mallesh, Saibaba, Bodhahari Dasrath, Srisailam	S. Anand Reddy	AGPA	2509	20.11.2012	Shamirpet	0-32 0-11 1-03	508 509 510
12.	P. Balireddy	R. Mallesh	Sale deed	7156	27.09.1988	Shamirpet	0-32	508
13.	Ragula Mallaiiah, Venkatesh	S. Anand Reddy	AGPA	243	28.01.2013	Shamirpet	0-19 ¾	508
14.	B. Yerra Mallaiah	C. Ramulu	Sale deed	3932	10.10.1998	Shamirpet		509
15.	Chevva Ramulu	Ganga Sanjeeva	Sale deed	240	06.01.2006	Shamirpet	0-23	509
16.	Ganga Sanjeeva	A. Narayana	AGPA	1384	07.09.2009	Shamirpet	0-23	509
17.	Ganga Sanjeeva Rep GPA holder A. Narayan	S. Anand Reddy	Sale deed	2598	30.11.2012	Shamirpet	0-23	509
18.	Bhodari Yellamma, Premlatha	S. Anand Reddy	AGPA	72	11.01.2013	Shamirpet	0-11	509
19.	Laskar Mallaiiah, Ramulu Raju	S. Anand Reddy	Sale deed	2248	17.10.2012	Shamirpet	1-01	511
20.	Mangal Venkatesha, Satyamma, Laxmiah, Ragu, Anusuja, Anil, Raju, Naresh, Anusuja, Ramesh	P. Narayna Reddy	GPA	134	18.04.1990	Medhchal	1-16	532
21.	Mangal Venkatesha, Satyamma, Laxmiah, Ragu, Anusuja, Anil, Raju, Naresh, Anusuja, Ramesh	Kalindi Raja Bangaru Raju	Sale deed	9784	15.11.1990	Medhchal	1-16	532

For Touchstone Property Developers (P) Ltd.

 Director

For MODI PROPERTIES PVT. LTD.

 Managing Director

22.	Kalindi Raja Bangaru Raju	S. Penta Reddy	Sale deed	4823	29.07.1991	Medhchal	1-16	532
23.	S. Penta Reddy,	Regu Gowraiah	GPA	91	17.02.1994	Shamirpet	1-16	532
24.	S. Penta Reddy - GPA holder Regu Gouraiah	Regu Lachaiiah	Sale deed	430	19.10.1995	Shamirpet	1-16	532
25.	Regu Lachaiiah	S. Anand Reddy	AGPA	2256	18.10.2012	Shamirpet	1-16	532
26.	Regu Lachaiiah, Cevva Mallesh, Saibaba, Dasharatha, Srisailam Yellamma, Premlatha, Jahangir Babu, Mallaiah, Venkatesh, S. Anand Reddy (GPA holder)	Genemedic Healthcare P. Ltd., rep. Amarnath Reddy	Sale deed	868	18.03.2013	Shamirpet	0-14 1-05 0-25 1-11 ¼ 1-05 1-03 1-01 0-20	505 506 507 508 509 510 511 532
27.	Genemedic Healthcare P. Ltd., rep. Amarnath Reddy and M/s. Spectrum Lifesciences Pvt. Ltd., Rep. by Smt. Swathi Megraj	Bank of India, Sanjeev Reddy Nagar branch	Memoran dum of deposit of title deeds	6594	30.05.2014	Shamirpet	0-14 1-05 0-25 1-11 ¼ 1-05 1-03 1-01 0-20	505 506 507 508 509 510 511 532
28.	Genemedic Healthcare P. Ltd., rep. Amarnath Reddy and M/s. Spectrum Lifesciences Pvt. Ltd., Rep. by Smt. Swathi Megraj	Bank of India, Sanjeev Reddy Nagar branch	Memoran dum of deposit of title deeds	11309	04.09.2015			
29.	G. Ravinder Reddy & A. Sudharkar Reddy	S. Anand Reddy & Y. Amaranth Reddy	Agr. Of easement rights	864	18.03.2013	Shamirpet	0-16 0-03	536 534

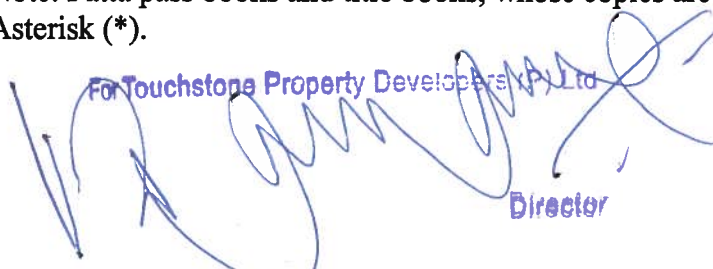
For Touchstone Property Developers (P) Ltd.

 Director

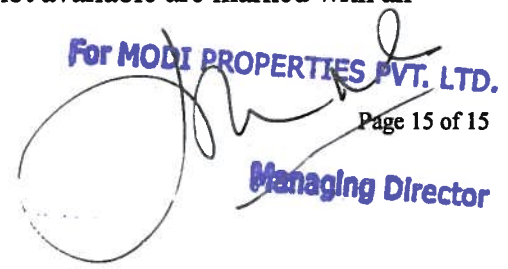
For MODI PROPERTIES PVT. LTD.

 Managing Director

Annexure – B
Details of Patta Nos., Pass books, Title books, etc.

Sl. No.	Name of Pattedar	Patta No.	Pass book no.	Title book no.	Area in guntas	Sy. No.	Remarks (certified copy of form 1B available)
1.	Ragula Mallaiah	0360	260662	260662	1-17	480	
					32	508	
2.	Laskaru Mallaiah	0471	146978	260678	45	506	
					41	511	
					46	536	
					14.5	599	
3.	Regu Lachaiah	0692	122436	260786	11	529	
					20	531	
					56	532	
4.	Gummadi Mallamma	2051	NA	448505	19.75	505	
5.	Kummari Bikshapati	835	399692*	5861418*	1-05	506	ROR of 2017 available online
6.	C. Mallesh	3279	615786*	NA	1-03	510	
7.	C. Sai Baba, S/o. Mallesh	0066	NA	Z260435*	0-32	508	From 1B available
					0-25	507	
8.	B. Dasratha	0122	95323*	Z296778*	0-11	509/AA	From 1B available
9.	B. Mallaiah	0346	150908*	260550*	0-11	509/AA	From 1B available
10.	G. Jahangir Babu	2050	448504*	448504*	0-04 ¾	505/A	ROR of 2017 available online
					0-05	505/AA	
					0-05	505/E	
					0-05	505/EE	
11.	Ganga Sanjiva	3024	485803*	485803*	0-23	509/A	From 1 B available
12.	M. Satyanarayana, S/o. Veera Raghavulu	3457	NA	028281*	0-05 ¾	505	From 1 B available
					0-19 ¾	505	
					0-09 ¾	505	
13.	Vanga Srinivas Reddy, S/o. Rayakoti Reddy	3454	NA	028119*	0-20	506	From 1 B available
14.	Chavva Balamma, W/o. Bala Mallaiah	346	NA	NA	1-03	510	From 1 B available. Mutation order no. B3027/12 dated 16.1.12 available

Note: Patta pass books and title books, whose copies are not available are marked with an Asterisk (*).

For Touchstone Property Developers (P) Ltd

Director

For MODI PROPERTIES PVT. LTD.

Managing Director

REGISTRATION PLAN SHOWING

Ac. 7-04 ¼ Gts.,

IN SURVEY NOS.

505, 506, 507, 508, 509, 510, 511 & 532

Situated at

KOLTUR VILLAGE, MEDCHAL-MALKAJGIRI

Mandal, R.R. Dist.

VENDOR:

M/S. TOUCH STONE PROPERTY DEVELOPERS PRIVATE LIMITED,
REPRESENTED BY ITS DIRECTOR SHRI. DORA SWAMY

BUYER:

M/S. MODI PROPERTIES PVT. LTD.,
REP. BY ITS MANAGNG DIRECTOR SHRI. SOHAM MODI,

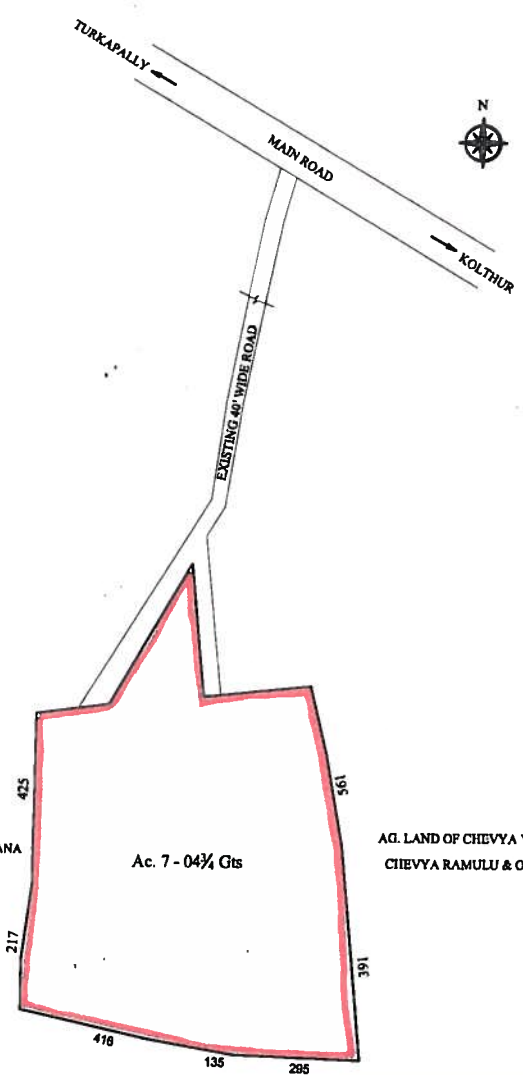
REFERENCE:

AREA:

SCALE:
SQ. YDS.

INCL:
SQ. MTRS.

EXCL:



WITNESSES:

1. *[Signature]*
(D. RAVI KUMAR)

2. *[Signature]*

For Touchstone Property Developers (P) Ltd.

[Signature]
Direct
SIGN. OF THE VENDOR

For MODI PROPERTIES PVT. LTD.

[Signature]
SIGN. OF THE PURCHASER
Managing Director