

తెలంగాణ తెలంగాణ TELANGANA
Sl. No. 1036, 23/9/2017
F. Name Y. Anjiah s/o. V. Sridhar
Modi Realty Genome Valley LLP.

23/9/2017
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LICENSED STAMP VENDER
LIC No: 16-05-23/1998
RL No: 16-05-025/2017
12-11-896, Warasiguda, Secunderabad
Cell No: 9247420863

AGREEMENT

This Agreement made and executed on this the 10th day of October 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 (PAN: AACCT 2952 R) represented by its Director Shri. V. Sreekanth S/o. Shri V. Subbaramachari, aged about 32 years (PAN: AKGPV8323D, Aadhaar No. 7954 6063 8479)

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

IN FAVOUR OF

M/s. Modi Realty Genome Valley LLP, a Limited Liability Partnership Firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad –500 003 (PAN: ABFFM 3063P) represented by its Partner M/s. Modi Housing Pvt Ltd (PAN:AADCM5906D) represented by its director Shri Gaurang Mody, son Shri Jayantilal Mody aged about 49 years (PAN: AIZPM3748A, Aadhaar No. 3594 5138 3669).

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

V. Sreekanth
Director

Gaurang Mody
Partner

WHEREAS:

1. M/s. Genmedic Healthcare Pvt. Ltd., and the First Party herein have jointly 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 Kolthur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District), herein after referred to as the Scheduled A Property and more fully described in the schedule given hereunder, to the First Party herein by way of registered sale deed bearing document no. _____/2017 dated 10.10. 2017, registered at SRO, Shamirpet.
2. The Second Party has agreed to purchase the Scheduled Property from M/s. Genmedic Healthcare Pvt. Ltd. and the First Party herein subject to the First Party undertaking to obtain change of land use from the Government of Telangana and/or HMDA from agricultural land use to residential land use at its risk and cost.
3. The First Party has agreed to obtain the said change of land use from the government of Telangana and/or HMDA from agricultural land use to residential land use by way of a government order at its risk and cost. It is understood by both the parties herein that the change of land use referred to in this agreement pertains to change of land use in the records of the urban development authority, to enable the Second Party to obtain permit for development of a housing complex/layout of plots or other purposes. Change of land use in the records of the urban development authority is a pre-requisite for making such an application. It is agreed by both the parties that the change of land use referred to herein is distinct from the change of land use in the revenue records (under NALA Act), which has already been obtained on a prior date.
4. It is agreed by both the parties that such a change of land use shall be obtained for part of the Scheduled A Property, admeasuring Ac. 6-24 gts., hereinafter referred to as the Scheduled B Property and more particularly described in the schedule given under.
5. The Second Party has agreed to pay the First Party a sum of Rs. 75,00,000/- (Rupees Seventy Five Lakhs only) towards charges for converting the land use as given above.
6. The Second Party agrees to pay the First Party the said amount within 7 days of receipt of the government order confirming the change in land use from agricultural use to residential use. The First Party shall raise the invoice for the same and shall be entitled to charge GST at applicable rate. The Second Party shall be entitled to deduct TDS as applicable.
7. The First Party undertakes to obtain the change of land use within 90 days of this agreement. Any extension of time for obtaining change of land use shall be on mutual agreement, recorded in writing. After a period of 90 days this agreement shall stand cancelled, unless mutually extended in writing.

Modi Realty Genome Valley LLP

V. K. Reddy
Director

For Modi Realty Genome Valley LLP.


Partner

8. That in case of any disputes and differences between the parties arising out of, or in connection with, this agreement shall be decided through arbitration of two arbitrators; one to be appointed by the First Party and the other to be appointed by the Second Party 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.

SCHEDULE A 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 ¾ 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 Kolthur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District), marked in blue in the plan attached 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


SCHEDULE B PROPERTY

All that part and parcel of land admeasuring Ac. 6-24 gts., forming a part of Sy. No. 505, 506, 507, 508, 509, 510, 511 in Kolthur Village, Shamirpet Mandal, Medchal-Malkajgiri District (old Ranga Reddy District) marked in red in the plan attached herein and bounded by:

North	Part of Scheduled A Property & road
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 is made and executed on this the ____ day of October 2017 at Hyderabad by the parties hereto in presence of the witnesses mentioned below:

WITNESSES

1. 
(D. RAVI KUMAR)

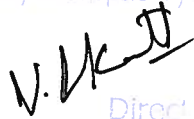
M/s. Touchstone Property Developers Private Limited,
Shri. V. Sreekanth

Director
For Modi Realty Genome Valley LLP.

2. 

M/s. Modi Realty Genome Valley LLP
Gaurang Mody
Partner

Touchstone Property Developers (P) Ltd.


Director

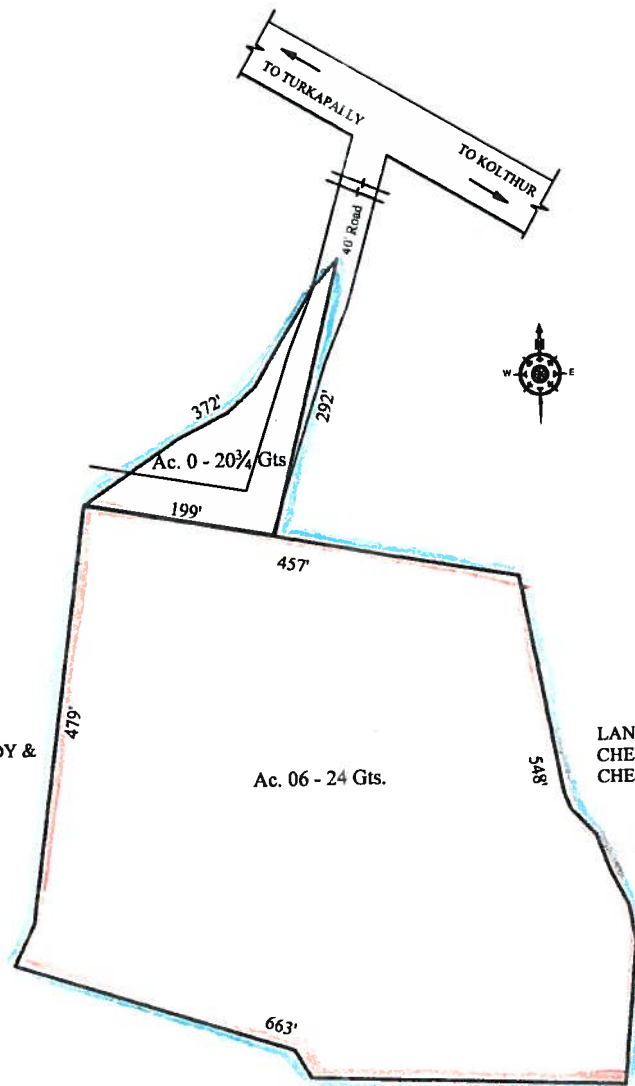
Plan for Agreement showing agricultural land in Sy. Nos. 505, 506, 507, 508, 509, 510, 511 & 532 situated at Kolthur Village, Shamirpet Mandal, Medchal Malkazgiri Mandal (erstwhile R. R. District) Telangana .

FIRST PARTY: : M/S. TOUCH STONE PROPERTY DEVELOPERS PVT LTD REPRESENTED BY ITS DIRECTOR SHRI. V. SREEKANTH S/O. SHRI. V. SUBBARAMACHARI

SECOND PARTY: M/S.MODI REALTY GENOME VALLEY LLP REPRESENTED BY ITS AUTHORIZED REPRESENTATIVE SHRI. GAURANG MODY S/O. SHRI. JAYANTILAL MODY

REFERENCE: SCALE: INCL: EXCL:

AGRICULTURAL LAND AREA: Ac.7-04 3/4 Gts



LAND BELONGING TO M.SATYANARAYANA, S.SHIV SHANKAR REDDY & S.ANAND REDDY

LAND BELONGING TO CHEVVA YADAGIRI & CHEVVA RAMULU

Ac. 06 - 24 Gts.

LAND BELONGING TO RAGULA MALLAIAH & CHEVVA RAMULU

Touchstone Property Developers (P) Ltd.

V. Sreekanth
Director

SIG. OF THE FIRST PARTY

For Modi Realty Genome Valley LLP

Gaurang Mody
Partner

SIG. OF THE SECOND PARTY

WITNESSES:

1. *D. Ravi Kumar*
(D. RAVI KUMAR)

2. *C. Srinivas*