



RAMKY ESTATES AND FARMS LTD.

Plot No.23, Rohini Layout, Opp. Cyber Towers,
HITECH CITY, Hyderabad - 500 081
Tel: 040 - 23111667 / 68



No. 090

RECEIPT

Date: 27/6/2013

Received with thanks from Mr/Ms/Mrs. SHARADKADAKIA / RAJESH J KADAKIA

Rupees TWO CRORES ONLY.

By ~~Cash~~/DD/Cheque No. 000040/000041 Date 21/06/2013

drawn on 'HDFC BANK' USHA KIRAN COMPLEX, GROUND FLOOR,
PARADISE CIRCLE

towards PART PAYMENT OF SALE CONSIDERATION OF
COMMERCIAL SPACE AT RAMKY SELENIUM, FINANCIAL DIST. Hyd.

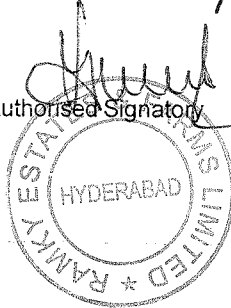
Rs. 2,00,00,000 = 00

* Cheques, Drafts Subject to realisation

Authorised Signatory

Customer Signature

Receiver's Signature



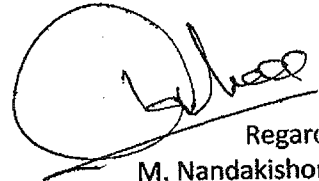


Ramky Estates & Farms Ltd.
Plot No. 23, Rohini Layout, Opp. Cyber Towers
HITECH CITY, HYDERABAD - 500 081
Ph: 040 - 64557575 / 2311 1667 / 68
Website: www.ramkyestates.com www.ramky.c

Date: 12/12/2011

Acknowledgement

This is to acknowledge the receipt of DD No: 165721 & 165722 dated 5/12/2011 has been received from Mr. Sharad J. Kadakia for the sum of Rs. 75, 00,000.00 /- Lakhs advance payment towards purchase of 2nd and 3rd floor Block 'A' Ramky Selenium Gachibowli as per the terms agreed in Term sheet signed on Nov 30th 2011.



Regards,
M. Nandakishore.
VP (F & C)



Ramky Estates and Farms No.1-118/23 Plot No.23 Rohini Layout MadhapurHYDERABAD-500081

TERM SHEET

BY AND BETWEEN

Sharad J Kadakia

AND

Ramky Estates and Farms Ltd. (REFL)

December 02, 2011



Ramky Estates and Farms No.1-118/23 Plot No.23 Rohini Layout MadhapurHYDERABAD-500081

TERM SHEET

This Term Sheet ("**Term Sheet**") is executed on this the 02nd day of December 2011 by and between **Sharad J. Kadakia** S/o Late Jayantilal M Kadakia, R/o 14252 Culver Dr Suite A358 Irvive Ca 92604 (R/O India - 5-2-223, Gokul Building, 3rd Floor, Distillery Road, Secunderabad - 500 003) holder of passport No 451402119 and/or his nominees (hereinafter referred to as the "**Party 1**") , and **Ramky Estates and Farms Ltd. (REFL)** having its Corporate office at No.1-118/23 Plot No.23 Rohini Layout Opp Cyber Towers Lane Adj to NIFTHITEC city Madhapur HYDERABAD-500081, (hereinafter referred to as the "**Developer**") each party hereinafter is also referred to as a "**Party**" and the two together as "**Parties**".

This Term Sheet sets forth some of the basic terms relating to acquisition of a portion of Commercial Building, more specifically known as 'Ramky Selenium' situated Plot Nos. 31/p and 32 of Financial district, in Sy.No.115/22, 115/24 & 115/25 of Nankramguda Village, Serilingampally Mandal, Ranga Reddy District,, Andhra Pradesh and measuring approximately 3.38 Acres, and Pursuant to the discussions between the Parties, PARTY 1 intends to acquire approximately 50,647 sqft (2nd Floor and 3rd Floor, Block A) of saleable area in aforesaid property, hereinafter referred to as "**Schedule Property**". The Term Sheet constitutes only a record of preliminary agreement or a commitment on the part of the Parties, with further clear understanding that the Parties shall use their best efforts to complete their respective tasks contemplated in the Term Sheet and enter into further, Legally Binding Agreements in terms hereof, within 90 days from the date hereof or 45 days from date of lease commencement whichever is later.

Objective	The Developer to execute and register Sale Deed for the Schedule Property in favor of PARTY 1. Stamp duty and registration charges payable for the registration of the agreement shall be borne by PARTY 1.
Basic Terms of the Sales Agreement	<u>Purchase consideration:</u> 1. PARTY 1 shall pay to the Developer at a rate of Rs 4,100/sqft of saleable area acquired. The payout shall be structured as follows: a. Rs.75 lakh to be paid out on signing of this term sheet. b. Remainder of the consideration to be paid upon signing of sale deed. <u>Measurement of the saleable area and building specifications:</u> 2. Saleable area includes the plinth area and common area as per the Architects Statement. 3. Appendix I details the current specifications for the building and is an integral part of this document. 4. Appendix II includes floor plans for 2 nd and Third floor and is an integral part of this document.



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	<p><u>Car parking Area:</u></p> <p>5. Party 1 shall be allocated car parking slots commensurate to the acquired area. The purchase consideration shall include 1 car park per 1000 sqft of office space acquired by Party 1. These slots will be clearly identified and demarcated at the time of signing of sale deed.</p> <p><u>Leasing of the Area</u></p> <p>6. The developer has/is in process of leasing the building and is in discussion with multiple tenants. Execution of the final sale deed shall be contingent to the property being leased.</p> <p>7. The lease agreement shall be drafted to facilitate easy transfer to Party 1.</p> <p>8. Tenant improvements costs wherever possible will be borne by the tenant. In case the expenses are not borne by the tenant, the developer shall obtain prior permission from Party 1 before signing a definitive lease.</p> <p>9. The tenant shall be a good corporate house having a reasonable market standing and does not hamper fund raising against lease receipt.</p> <p>10. Party 1 shall have option to exit out of this term sheet in case:</p> <ul style="list-style-type: none">a. The developer is unable to lease the property in 180 days from signing of the term sheet.b. The developer is unable to lease the property on following terms<ul style="list-style-type: none">i. at a minimum guaranteed rental of INR 32/sqft of on saleable area for a warm shell specification.ii. Maintenance charges if any would be payable by the tenant.iii. Additional rental for the parking space at a minimum of INR 1,250 per car park slot or equivalent premium in minimum guaranteed rental. <p>In case Party 1 decides to exit out of term sheet because of either of the above conditions, consideration received upon signing of the agreement shall be returned back.</p> <p>In Case Party 1 fails to comply its part of obligations the amounts paid on signing of the Term sheet shall be forfeited.</p> <p><u>Mortgage clause:</u></p> <p>2. PARTY 1 shall be entitled to raise loans or otherwise borrow funds on the security of the PARTY 1 Share of land and buildings from banks, financial institutions and / or other persons by creating mortgage, equitable mortgage, charge, lien by deposit of Sales deed or other mortgages / charges on security of the Scheduled property, and sign and execute requisite mortgage deeds and other</p>
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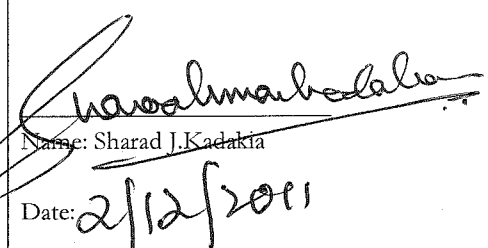
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	<p>documents required there for, on such terms and conditions as PARTY 1 deems fit, and to get the same registered, if necessary in the manner prescribed under law without involving the Developer.</p> <p><u>Maintenance rights</u></p> <p>3. The Developer shall be entitled for the overall maintenance of the Project subject to signing of a separate Maintenance agreement with agreed terms and conditions. Maintenance charges is capped at a maximum of INR 7/sqft of the saleable area and shall be revised on an annual basis in line with the market norms.</p> <p>4. Dispute resolution shall be by reference to arbitration with each party appointing an arbitrator, and the presiding arbitrator should be chosen by the two arbitrators. The venue of Arbitration shall be Hyderabad. The Courts in Hyderabad alone shall have the jurisdiction in the matter.</p> <p><u>Public notice</u></p> <p>5. Party 1 shall be entitled to issue any public notices with regards to the scheduled property as and when it deems necessary.</p>
<p>Due Diligence</p>	<p>The Developer shall handover to PARTY 1's legal counsels, copies of <u>documents relating to</u> the, Development Agreement, Lease Deeds pertaining to the Schedule Property to enable PARTY 1 to get satisfied with the Schedule Property and development of the Project. The Land Owners shall exhibit original documents pertaining to the land, sanctions from various statutory authorities., including measurement of the Scheduled Property to Surveyor / Counsel of PARTY 1 during the course of Diligence. Party 1 shall have 45 days from signing of term sheet to complete the due diligence of the documents. In case the due diligence does not conclude on a successful note, the agreement shall be terminated and any deposits exchanged shall be returned.</p>
<p>Legally Binding Agreements.</p>	<p>The Parties shall enter into Legally Binding Agreements including but not limited to the Sales Agreement embodying the detailed terms within a period of 90 days (45 days for due diligence + 45 days for arranging finance) from the date of signing the Term Sheet or 45 days from date of commencement of lease whichever is later. If the Agreement is not entered into within this period or such further extended period (which expansion shall only in writing signed by both parties), this term sheet lapses. The Parties shall use their best endeavor to develop the Schedule Property in the most efficient legal and tax structure and accordingly enter into the Agreement.</p>
<p>Representations and Warranties</p>	<p>The Developer here by represent and warrant to PARTY 1 that the Developer is the absolute owner and have clear, marketable, subsisting title and are in peaceful, quiet and continuous enjoyment of the Developer's share of the Schedule Property and no other person has any interest, title and right or share therein</p> <p>The legal documentation will contain customary representations, warranties, terms and conditions including, but not limited to, governmental approvals, litigation, and</p>



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	any other representations and warranties deemed customary and necessary by the Parties.
Term & Termination	<p>Either Party may terminate the Term Sheet forthwith in the event of a material breach of any provision hereof is committed by the other, and is not cured within a period of 15 (fifteen) days from the date of a notice requiring such cure.</p> <p>The Term Sheet shall be binding in accordance with its terms or mutually agreed amended terms on the Parties and each Party's representatives, successors-in-interest and permitted assigns.</p>
Confidentiality	The existence and the contents of the Term Sheet, together with all non-public information disclosed by either Party in connection with the negotiation of the Term Sheet and in connection with the transaction, shall be kept confidential by the recipient of such information and shall not be disclosed by the recipient, other than to such recipient's professional advisors and lenders and its affiliates, officers and directors, and except as otherwise required by applicable securities law or other relevant laws or regulations with the force of law or to enforce the other Party's rights so mentioned till the legally binding Agreements are entered into by the Parties.
Fees & Expenses	All direct expenses incurred in connection with the execution of Term Sheet and legally Binding Agreements contemplated hereby shall be borne by the respective Party or shared between the Parties equally, as may be mutually agreed between the Parties, provided, however, that the stamp duty, registration charges payable on registration of the Agreement of sale shall be borne by PARTY 1.

PARTY 1  Name: Sharad J. Kadakia Date: 2/12/2011	Name: Designation: Date: Seal of Company
Mody S-U. Witness1 Name SHILPA MODY	Witness2 Name



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Schedule Property

All that the total land admeasuring 3.38 Acres in Survey Nos. Sy.No.115/22, 115/24 & 115/25 of Nankramguda Village, Serilingampally Mandal, Ranga Reddy District,, Andhra Pradesh and is bounded by :

NORTH: Road

SOUTH: Karvy Campus

EAST: Andhra Bank Campus

WEST: Road



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Appendix I – Design Specifications

Technical aspects of Ramky Selenium:

- ⇒ **Elevators** : 3 Passenger lifts (20 pax) + 1 Service lift for each tower
- ⇒ **Air Conditioning** :Centralized – 333 TR each 4 nos air cooled chillers with 4 nos AHU's provided on each floor designed for 24x7 operations
- ⇒ For all Lift lobbies Ceiling Suspended Units (CSU) are provided
- ⇒ **AHU** : Each AHU provided with 2 motors for higher energy efficiency
- ⇒ **Power** : 2000 KVA each 2 nos transformer & 1 KVA per 100 sft power allocation
- ⇒ **Power Back-up** :1500 KVA each 3 nos - 100% optimized DG back-up
- ⇒ **Toilets** :Total 4 sets of toilets each for men's & women's for each floor as per NBC norms
- ⇒ **Column Grid** : 11m x 11m
- ⇒ **Basements** : Mechanical ventilation provided to maintain ambient air temperature
- ⇒ **CCTV**: Provided for lower & upper basements, service & passenger lift lobbies for ground floor & cafeteria floor, central atrium area, rear side & entrance of building.
- ⇒ **CCTV** cabling also done for passenger lift lobby in Office floor areas (1st floor to 8th floors)
- ⇒ **Parking provision** : 530 nos (Covered) & 24 nos (Visitors – open)
- ⇒ Visitors parking outside the building
- ⇒ **Parking Ratio** :1car parking slot for every 850 sq. ft. of leased area
- ⇒ **Fire Norms** : Sprinklers for entire building, Fire Hydrants for the park & Fire alarm system for the common areas provided
- ⇒ Fire extinguishers provided for all common areas
- ⇒ Public address system provided for the building



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- ⇒ **STP** : 160 KLD treated water & 400 KLD fire tank, 160 KLD provision for landscaping & toilet flushing
- ⇒ **Emergency Lighting** : 5 KVA inverter with back-up of 60 mins
- ⇒ Separate & multiple ducts for electrical, fire, plumbing & networking for each tower

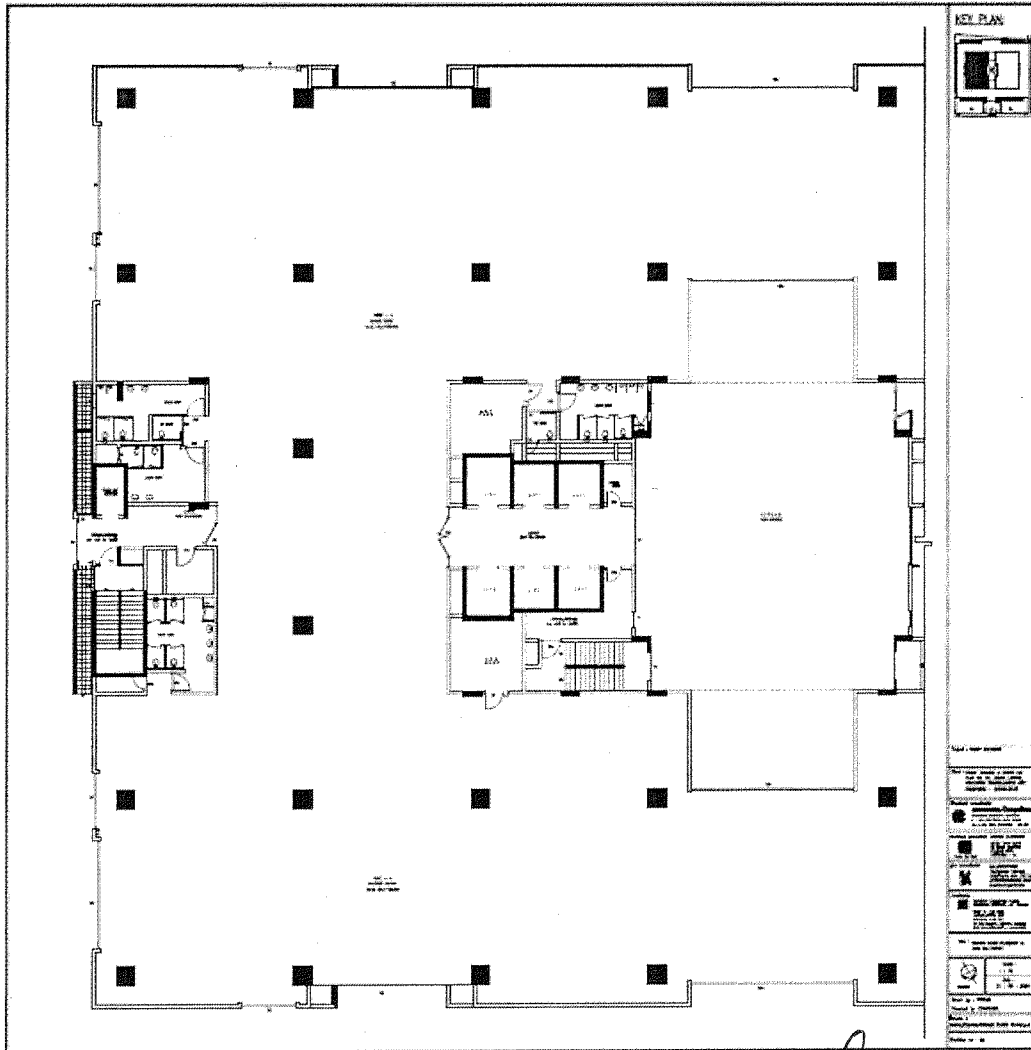
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Appendix II Floor Plan

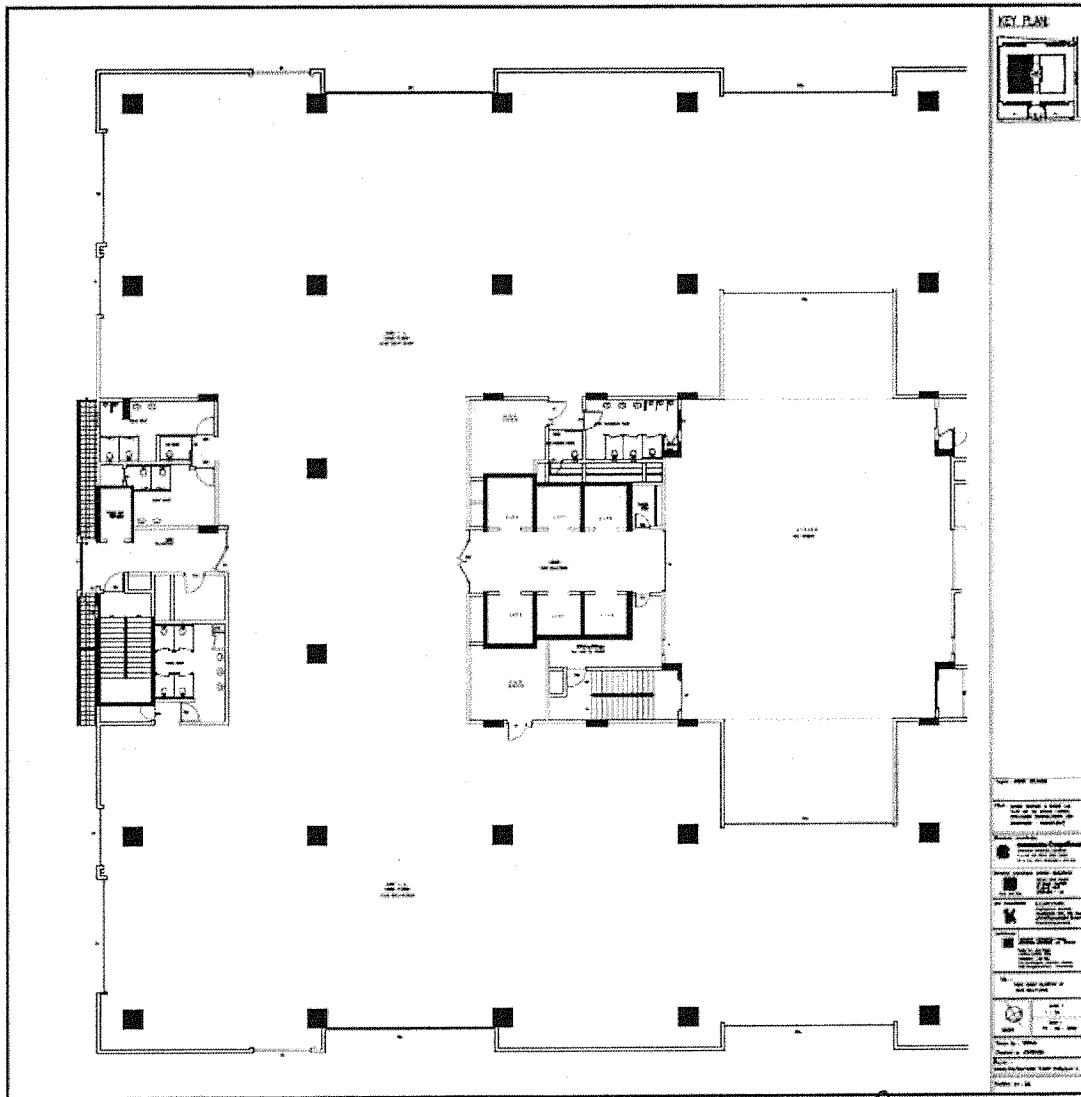
SECOND FLOOR - TOWER A





Ramky Estates and Farms No.1-118/23 Plot No.23 Rohini Layout MadhapurHYDERABAD-500081

THIRD FLOOR - TOWER A



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