

ORIGINAL

దస్తావేజులు మరియు రుసుముల రశీదు

నెం.

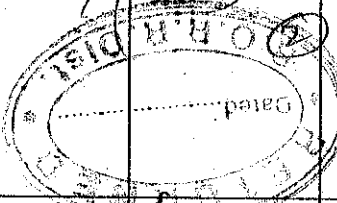
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శ్రీమతి / శ్రీ

P. V. SURUVA

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజు స్వభావము	Agreement for sale		27/3
దస్తావేజు విలువ	81024000/-	(N.R. Ruda)	28/3
స్టాంపు విలువ రూ.	100/-		28/3
దస్తావేజు నెంబరు	P.1460/14	4438/14	<del>RS 637789</del>
రిజిస్ట్రేషన్ రుసుము	20000/-		① Rs. 218391/-
లోటు స్టాంపు (D.S.D.)	416683/-	50/ (CAM)	DD NO. 008475
GHMC (T.D.)			DT. 25/3/14
యూజర్ ఛార్జీలు	100/-	50/ (CAM)	HDFC sec/bad
అదనపు షీట్లు			Rs. 218392/-
5 x .....			DD NO 008476
			DT. 25/3/14
			HDFC sec/bad
మొత్తం	430783/-	100/-	CAM Rs one



(అక్షరాల) hundred and

రూపాయలు మాత్రమే)

తేది 28/3/14

వాపసు తేది \_\_\_\_\_

సబ్ రిజిస్ట్రారు

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.



8000  
JMKGS

"ORIGINAL"

Uu38/14 P-1460/14

SCANNED



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BG 638622

S.No: 665, Date :27/03/2014, Rs.100/-  
 Sold to: RAMACHARYULU S/o. Late .L.RAGAVENDRA RAO  
 For Whom: JMKGEC Realtors Pvt Ltd & Others

**G.C. HANUMANTH RAO**  
 Licenced Stamp Vendor  
 S.V.L.No:16-07-081 of 2012  
 Shop No.105, 1st Floor,  
 Amrutha Estates, Himayath Nagar,  
 HYDERABAD-500 029.  
 Phone No:9246577716

AGREEMENT FOR SALE

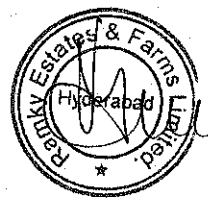
This Agreement for Sale is made and executed at Hyderabad on this the 28<sup>th</sup> day of March, 2014 between:

(1) **JMKGEC Realtors Private Limited**, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad - 500 003, represented by its duly authorized signatory, M/s. Modi Properties and Investments Pvt Ltd. represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi aged 44 years hereinafter referred to as the "**Buyer 1**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns of the **First Part**;

AND

(2) **SDNMKJ Realty Private Limited**, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad - 500 003, represented by its duly authorized signatory, M/s. Modi Properties and Investments Pvt Ltd. represented by its Managing Director Shri. Soham Modi S/o. Shri. Satish Modi aged 44 years hereinafter referred to as the "**Buyer 2**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns of the **Second Part**;

For Modi Properties & Investments Pvt. Ltd.



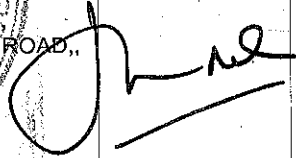

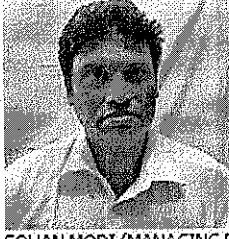
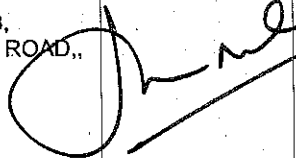
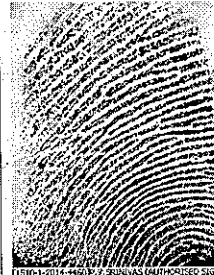
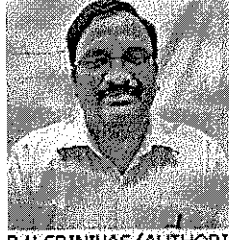
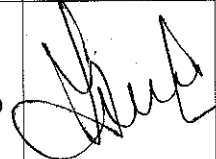


*[Signature]*  
 Managing Director





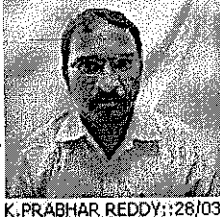

**Presentation Endorsement:**

Presented in the Office of the Joint Sub-Registrar, Ranga Reddy (R.O) along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 20000/- paid between the hours of 2 and 3 on the 28th day of MAR, 2014 28th day of MAR, 2014 by Sri Sohan Modi

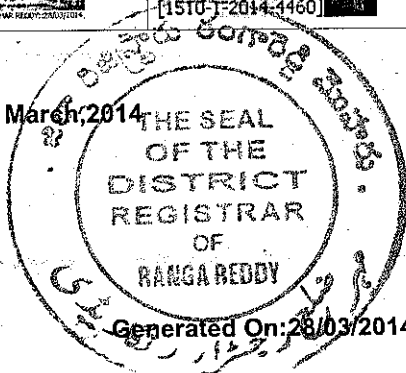
**Execution admitted by (Details of all Executants/Claimants under Sec 32A):**

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 SOHAM MODI (MANAGING D [1510-1-2014-4460]	SOHAM MODI (MANAGING DIRECTOR) S/O. SATISH MODI R/O. OFFICE 5-2-223, GOKUL DISTILLERY ROAD,, SEC'BAD.	
2	CL		 SOHAN MODI (MANAGING DIF [1510-1-2014-4460]	SOHAN MODI (MANAGING DIRECTOR) S/O. SATISH MODI R/O. OFFICE 5-2-223, GOKUL DISTILLERY ROAD,, SEC'BAD.	
3	EX		 P.V. SRINIVAS (AUTHORISED [1510-1-2014-4460]	P.V.SRINIVAS (AUTHORISED SIGNATORY) S/O. P.V.SHARMA R/O. RAMKY ESTATES AND FARM S LIMITE, HYD	

**Identified by Witness:**

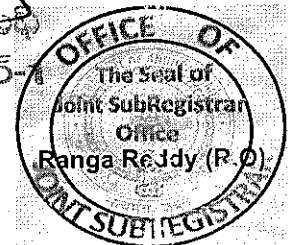
SI No	Thumb Impression	Photo	Name & Address	Signature
1		 T.VAMSHI KRISHNA ::28/03/ [1510-1-2014-4460]	T.VAMSHI KRISHNA HYD	
2		 K.PRABHAR REDDY::28/03/ [1510-1-2014-4460]	K.PRABHAR REDDY SEC-BAD	

28th day of March, 2014



Signature of Joint SubRegistrar1

మహమ్మద్ రమీజుల్లా  
జాయింట్ సబ్ రిజిస్ట్రార్-1  
రంగారెడ్డి జిల్లా.



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Bk - 1, CS No 4460/2014 & Doct No 4438/14

Joint SubRegistrar1 Ranga Reddy (R.O)

Sheet 1 of 20



AND

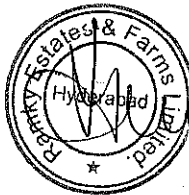
- (3) **Ramky Estates and Farms Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at Ramky House, Gulmohar Avenue, Rajbhavan Road, Somajiguda, Hyderabad, 9<sup>th</sup> Floor, Ramky Grandiose, Ramky Towers complex, Gachibowli, Hyderabad represented by its duly authorized signatory, Sri P V Srinivas S/o. Shri. P. V. Sharma aged 50 years General Manager – Business Development of Ramky Estates and Farms Limited (hereinafter referred to as the “**Vendor**” which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors in interest, transferees and permitted assigns) of the **Third Part**.

The Buyer 1 and Buyer 2 shall hereinafter be collectively referred to as “**Buyers**”. The Buyers and the Vendor shall hereinafter be individually referred to as the “**Party**” and collectively referred to as the “**Parties**”.

**WHEREAS:**

- (A) By way of letter dated 4 September 2002 bearing Letter Number/2051/2002 addressed to the Mandal Revenue Officer, Serilingampally Mandal, the District Collector, Ranga Reddy District, Revenue Department, Government of Andhra Pradesh directed the MRO to resume land to the extent of 33.23 acres situated in Survey Numbers 115/16, 115/19, 115/20, 115/22, 115/24, 115/25, 115/27, 115/29, 115/30 and 115/32, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh and hand over the said land to the Andhra Pradesh Industrial Infrastructure Corporation Limited (“**APIIC**”).
- (B) APIIC, by way of provisional allotment order dated 16 January 2006 bearing Letter Number 1269/P M (IPU)/APIIC/2005(S) (“**Provisional Allotment Order**”), provisionally allotted to Shriram Venture Limited (under the name ‘Shriram Financial Services Holdings Private Limited’ as it was then known) (“**Shriram Venture**”), on “as is where is basis”, land admeasuring 3.00 acres in Plot Nos. 31/Part and 32 in the Financial District situated in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village within the Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh to establish corporate office, back office and IT support and training centre. APIIC confirmed the allotment of land in favour of Shriram Venture by way of its letter dated 9 May 2006 and further, by way of this letter dated 9 May 2006, the Provisional Allotment Order was modified to reflect an allotment of 3.38 acres to Shriram Venture.
- (C) On 18 May 2006, APIIC executed an Agreement for Sale of Land bearing registration number 11682/2006 (“**Agreement for Sale**”) for the allotment and handing over of possession of land admeasuring 3.38 acres on an “as is where is basis” situated at the Financial District bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, in favour of Shriram Venture. The Agreement of Sale states that Shriram Venture has paid the entire amount of consideration payable to APIIC for the allotment of the land.

For Modi Properties & Investments Pvt. Ltd.



A handwritten signature in black ink, appearing to be "D. Srinivas", written over the printed name "Managing Director".

Managing Director

Endorsement:						
Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	50		416683	416833
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	0	0		810000	810000
User Charges	NA	0	50		100	150
<b>Total</b>	<b>100</b>	<b>0</b>	<b>100</b>		<b>427983</b>	<b>427983</b>

Rs. 416733/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 810000/- towards Registration Fees on the chargeable value of Rs. 81024000/- was paid by the party through Cash and DD No ,8475,8476 dated ,25-MAR-14,25-MAR-14 of ,HDFC BANK/SECUNDERABAD,HDFC BANK/SECUNDERABAD

Date

28th day of March,2014

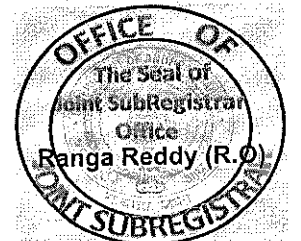
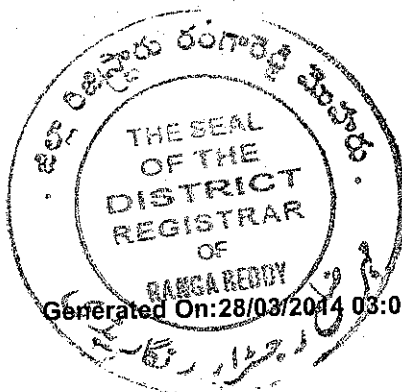
Signature of Registering Officer

Ranga Reddy (R.O)

మహమ్మద్ యూసుఫ్  
జాయింట్ సబ్ రిజిస్ట్రార్-1  
రంగారెడ్డి జిల్లా

Registered as Document No.....1510-1-4438/14 on  
2014 19 36 SE of Book 1. and assigned the  
Identification Number as 1510 - 1- 4438/14  
For Scanning.

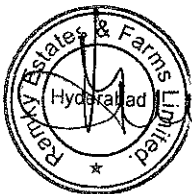
Date 17 APR 2014 Registering Officer

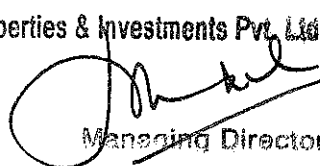


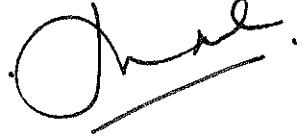
Bk - 1, GS No 4460/2014 & Doct No 1510-1-4438/14 Joint SubRegistrar1 Ranga Reddy (R.O) Sheet 2 of 20

- (D) On 5 November 2007, Shriram Venture and the Vendor (then known as 'Ramky Estates and Farms Private Limited') executed an unregistered Agreement of Sale Cum General Power of Attorney, as validated on 7 December 2012 in File No.5784/AR/2012 on the file of District Registrar and Collector, Ranga Reddy District ("**Agreement of Sale cum GPA**"), whereby, the Vendor agreed to construct 1,00,000 (One Lakh) sq.ft. of built up area along with 45,000 (Forty Five Thousand) sq.ft. of car parking area on the Land for Shriram Venture in consideration for a total sum of Rs. 14,00,00,000 (Rupees Fourteen Crores) paid by Shriram Venture to the Vendor, and transfer of undivided share of the Land to the extent of 12,738 sq.yds. by Shriram Venture to the Vendor. As per the terms of the Agreement of Sale cum GPA, the Vendor and Shriram Venture agreed that the Vendor shall be entitled to construct and retain built-up area of about 3.50 lakh sq.ft. and parking space of about 1,55,000 sq.ft. on the abovementioned undivided share of the Land to the extent of 12,738 sq.yds.
- (E) On 4 August 2009, APIIC and Shriram Venture executed the Deed of Sale bearing registration number 4064/2009 ("**Deed of Sale**") for the transfer of land admeasuring 3.38 acres situated at the Financial District in Survey Numbers 115/22, 115/24 and 115/25, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District ("**Land**"), from APIIC to Shriram Venture for the purpose of establishment of corporate office, back office and IT support and training centre building. The details of the Land are more fully described in **Schedule A** annexed hereto. On 30 January 2013, Shriram Venture and the Vendor executed a Sale Deed bearing registration number 1218/2013 ("**Sale Deed**") for the transfer of a portion of the abovementioned Land, being land admeasuring 12,835 sq.yds. at Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District (hereinafter referred to as "**Undivided Share of Land**") and more fully described in **Schedule B** annexed hereto), from Shriram Venture to the Vendor.
- (F) Under the terms of the Agreement of Sale cum GPA, the Vendor has constructed for itself 4,54,278 lakh sq.ft. of premises comprising Ground, 1<sup>st</sup> to 4<sup>th</sup> and 9<sup>th</sup> floors in Tower A and total Tower B with effective car parking of 438 numbers in Lower & Upper Basements (total area of basements equivalent to 2,35,195sq.ft.) (hereinafter referred to as "**Ramky Selenium**") and more fully described in **Schedule C** annexed hereto) with Vendor's own funds.
- (G) The Vendor is desirous of selling (i) 26,358 square feet of premises (forming part of Ramky Selenium) in the 4<sup>th</sup> floor of Tower A in Ramky Selenium, and (ii) 955.44 square yards of proportionate Undivided Share of Land, along with effective and exclusive car parking of 26 numbers in upper and lower basement (hereinafter referred to as "**Schedule Property**") and more fully described in **Schedule D** annexed hereto, along with floor plans annexed as **Schedule E** ) to the Buyers. The accurate and complete specifications of the car parking of 26 numbers being sold and transferred to the Buyers, as part of the Schedule Property, is provided in the plans attached as **Schedule F** & **Schedule G** to this Agreement. The Vendor has represented that (i) it is the sole and absolute owner and is in peaceful possession of the above Schedule Property, (ii) that there are no encumbrances, charges or claims of any nature whatsoever over the Schedule Property, (iii) the Schedule Property is not subject to any court cases, land ceiling issues, regularization proceedings, etc., (iv) the Schedule Property is in compliance with all applicable norms, guidelines, bye laws, etc., and (v) it is not prohibited from selling or transferring the rights over the Schedule Property.

For Modi Properties & Investments Pvt. Ltd.



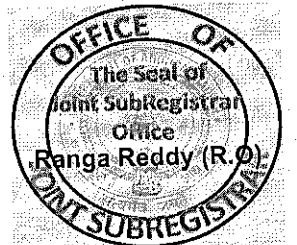
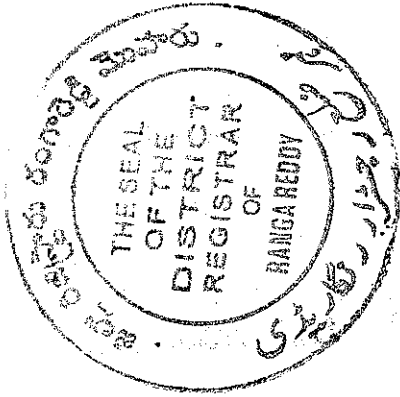
  
Managing Director



Bk-1, CS No 4460/2014 & Doct No

Sheet 3 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)





- (H) On the basis of above representation, the Buyers have expressed their desire to purchase the Schedule Property.
- (I) The Parties having mutually discussed the terms of sale are desirous of reducing the terms of their understanding into writing.

**NOW THEREFORE THIS AGREEMENT FOR SALE WITNESSETH AS FOLLOWS:**

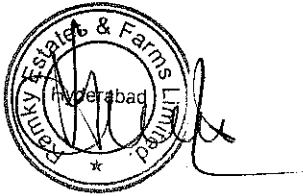
**1. SALE AND PURCHASE OF SCHEDULE PROPERTY:**

- 1.1 The Vendor has offered and agreed to sell the **Schedule Property** and the Buyers have agreed to purchase the same for a total consideration of Rs.8,33,56,647/- (Rupees Eight Crores Thirty Three Lakhs Fifty Six thousand and Six Hundred and Forty Seven Rupees only) ("**Total Consideration**"), in accordance with the terms and conditions contained in this Agreement.
- 1.2 The Vendor represents to the Buyers that the Schedule Property has been examined and measured by a reputed independent consultant prior to the execution of this Agreement and the saleable area of the Schedule Property is 26,358square feet ("**Saleable Area**"). A copy of the AutoCAD drawing of the Schedule Property is annexed as **Schedules D to G** hereto.
- 1.3 The Parties hereby agree that Saleable Area of the Schedule Property shall include only the plinth area and the common area of the Schedule Property.
- 1.4 From the Total Consideration payable,the Buyers shall pay a part consideration of Rs.3,00,00,000 (Rupees Three Crores Only) to the Vendor simultaneously with the execution of this Agreement by way of:

Sl. No	From	Pay Order No	Pay Order Date	Pay Order amount	Drawn on
1	JMKGEC Realtors Pvt Ltd	008471	25.03.2014	1,50,00,000	HDFC Bank, S. D. Road, Sec'bad
2	SDNMKJ Realty Pvt Ltd	008472	25.03.2014	1,50,00,000	HDFC Bank, S. D. Road, Sec'bad

Subject to other terms and conditions contained herein in this Agreement, the Buyers shall, within 90 days of execution of this Agreement and simultaneously with the execution of the sale deed for the Schedule Property ("**Sale Deed**") in favour of the Buyers, pay to Vendor the balance consideration of Rs.5,33,56,647/- (Indian Rupees Five Crores Thirty Three Lakhs Fifty Six Thousand and Six Hundred and Forty Seven Only)

For Modi Properties & Investments Pvt. Ltd.



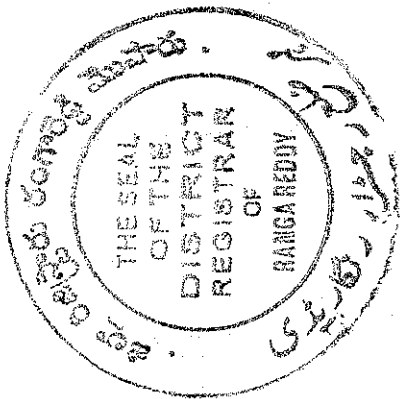
*[Handwritten Signature]*  
Managing Director

Bk - 1, CS No 4460/2014 & Doct No

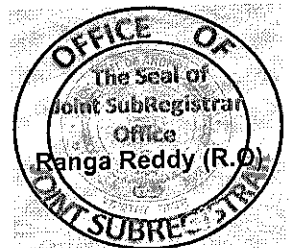
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Sheet 4 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



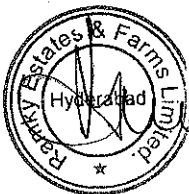
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**1.5 Failure of Vendor to execute Sale Deed:**

- (a) In the event the Vendor fails to execute and register the Sale Deed in favour of the Buyers or their nominees under Clause 1.5 above, the Buyers shall be entitled to (i) seek specific performance of the obligations of the Vendor approaching the appropriate court of law or (ii) at the sole discretion of the Buyers terminate this Agreement. In the event the Buyers terminate this Agreement under this Clause 1.6(a) the consequences stated in Clause 1.6(b) below shall follow.
- (b) (A) The Vendor shall immediately (i) refund all the amounts paid by the Buyers to the Vendor under this Agreement or otherwise till the date of termination and (ii) pay to the Buyers a penal interest on all amounts paid by the Buyers to the Vendor (which shall be computed from the date of such payment by the Buyers to the Vendor till the date of payment of such penal interest by Vendor to the Buyers); and (B) All clauses in this Agreement shall immediately terminate other than this Clause 1.6 and the Clauses provided in Clause 7.9 below, which shall survive the termination of this Agreement.

- 1.6 The Buyers shall be at liberty to publish a public notice in the newspapers of their choice calling for objection, if any, to the title/transfer of title to the Schedule Property any time after the execution of this Agreement. The Buyers agree to share a draft of the public notice with the Vendor for their approval prior to the publication of the same.
- 1.7 In the event any third party objections are received pursuant to the notice issued in the newspaper with regard to the Schedule Property, the Vendor shall be solely responsible to clear the objections so raised within a period of 120 days from the date of knowledge of such objection and all costs, expenses etc., pertaining to resolving such objections shall be the sole and exclusive responsibility of the Vendor.
- 1.8 In the event the Vendor fails to resolve the objections received within the above time period, then the Buyers shall at their sole discretion extend the time for resolving such objections or terminate this Agreement and the consequences stated in Clause 1.6(b) shall follow such termination.
- 1.9 Notwithstanding anything contained in this Agreement, the Buyers shall at all times be entitled to pay the balance of Total Consideration to the Vendor and require the Vendor to simultaneously transfer and convey the Schedule Property absolutely to the Buyers through the execution and registration of an absolute sale deed in favour of the Buyers. In the event the Buyers exercise their rights under this Clause 1.10, the Vendor shall immediately transfer and convey the Schedule Property absolutely to the Buyers through the execution and registration of an absolute sale deed in favour of the Buyers.
- 1.10 The Vendor shall indemnify and keep indemnified the Buyers against any claim, liability etc., that the Buyers may suffer as a result of any defect in title to the Schedule Property, including any misrepresentation made by the Vendor with regard to the Schedule Property or breach of any of the covenants contained in this Agreement and legal and other expenses incurred in this regard.



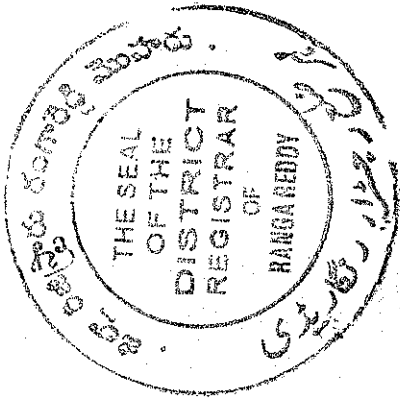
For Modi Properties & Investments Pvt. Ltd.

  
Managing Director

Bk - 1, CS No 4460/2014 & Doct No

Sheet 5 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



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**2. EXECUTION OF TRANSACTION DOCUMENTS**

2.1 The Parties hereby agree that the Sale Deed shall be executed by the Parties in accordance with Clause 1.5 above.

2.2 The Vendor hereby agrees to provide the Buyers with suitable undertakings, representations, warranties and indemnities as a part of the Sale Deed or separately as specified by the Buyers, in such form and manner as specified by and to the satisfaction of the Buyers, in relation to all observations made by the legal counsel of the Buyers in the due diligence report with regard to the Schedule Property, a copy of which has been shared by the Buyers to the Vendor.

**3. REPRESENTATIONS, WARRANTIES AND COVENANTS.**

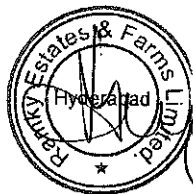
3.1 The Vendor represents and confirms that it has not entered into any agreement or any transaction relating to the Schedule Property and that they shall not during the term of this Agreement enter into any transaction relating to the Schedule Property, except for the purposes of leasing the Schedule Property to a prospective lessee, in accordance with the terms of this Agreement.

3.2 The Vendor represents and confirms that all taxes, cess, government charges etc., up to the date of the execution of the Sale Deed have been paid and if any due shall be paid by the Vendor exclusively.

3.3 The Vendor hereby represents and confirms that (i) **Schedule D, E & F** contains the accurate and complete specifications of the Schedule Property and (ii) **Schedule G & H** contains plans clearly indicating the location of the exclusive car parking of 26 numbers sold and transferred to the Buyers under this Agreement as part of the Schedule Property. The Parties hereby agree that all schedules annexed hereto form an integral part of this Agreement.

3.4 The Vendor hereby represents and confirms that:

- (a) it has good, valid and marketable title to the Schedule Property free and clear of any encumbrances.
- (b) there are no claims, disputes, litigation, investigations, etc., in respect of Schedule Property. The Vendor has not received any notices from any person, institution, banks or statutory authorities which are likely to affect the title of the Vendor to the Schedule Property.
- (c) the Schedule Property has been constructed in compliance with the approved building / layout plan and there is no violation or contravention of the Andhra Pradesh building rules.
- (d) all agreements entered into by the Vendor in respect of Schedule Property have been adequately stamped and registered (if and as applicable) in accordance with the applicable laws.
- (e) The construction of the Schedule Property does not contravene any applicable laws relating to zoning, planning, health or safety.
- (f) no notices, orders, proposals, applications or requests affecting or relating to ownership of Schedule Property have been served or made by any authority on the Vendor.
- (g) there are no claims or charges whatsoever either for contribution, compensation, payment of property tax or otherwise outstanding and payable to any authority or private body, authority or person in respect of the Schedule Property.



For Modi Properties & Investments Pvt Ltd.

Managing Director

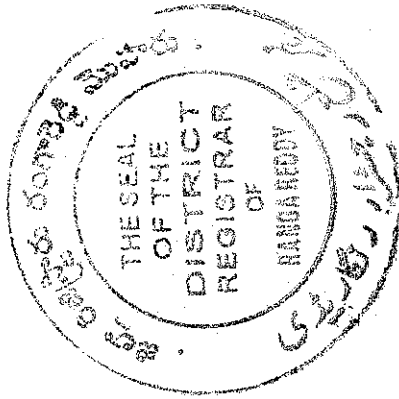
A handwritten signature of the Managing Director.

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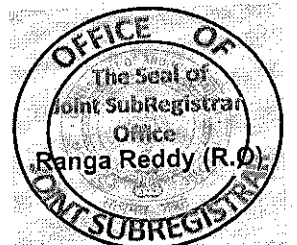
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Sheet 6 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



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- (h) no act (of commission or omission), deed or thing has been done which is likely to curtail, restrict or prejudice the rights of the Vendor to convey or prevent the Vendor from conveying the Schedule Property to the Buyers in accordance with the terms of this Agreement.
- (i) no person has any right, title, interest or claim over the Schedule Property, except the Vendor.
- (j) the Schedule Property is not the subject matter of any acquisition or requisition proceedings under any law for the time being in force.
- (k) the copies of all documents furnished by the Vendor to the Buyers, including but not limited to copies of all reports, certificates, approvals, consents, agreements and other documents, are true, correct and unaltered copies of the original documents, as of the date of execution of this Agreement.

3.5 The Vendor further represents and confirms that:

- (a) it has the full right, power and authority to execute, deliver and perform this Agreement and the terms and conditions and obligations contained herein and upon execution, this Agreement would constitute legal, valid, and binding obligation on the Vendor.
- (b) the entry into and performance of this Agreement would not conflict or violate any applicable law, rule or decree, judgement or order of court of law as of the date hereof or any agreement or document to which the Vendor is a party.
- (c) it is not subject to any existing, pending or threatened litigation or other proceeding which could materially and adversely affect its ability to perform its/his obligations under this Agreement.
- (d) it is not subject to any bankruptcy, reorganization, compulsory composition or dissolution proceeding.

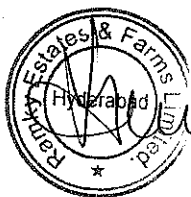
3.6 The Vendor shall ensure that, up to the date of execution of the Sale Deed as provided in Clause 1.5 above, no structural modifications, improvements, replacements, alterations or repairs shall be made to the Schedule Property, without the prior written approval of the Buyers.

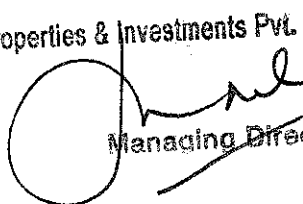

3.7 At any time prior to the execution of the Sale Deed as provided in Clause 1.5 above, the Vendor shall provide the Buyers or any of their representatives, as the case may be, unrestricted access, at all hours of the day, to inspect the Schedule Property to ensure that the Vendor has complied with its obligations under this Agreement and the Schedule Property has been maintained as intended by the Buyers.

4. The Vendor represents and undertakes to form an Association to take care of the building maintenance services. The Owners / Occupants will be governed by the by-laws formulated and agreed by the Association Term and Termination

4.1 This Agreement shall be valid until this Agreement is terminated in accordance with the terms contained herein. It is hereby clarified that the Vendor shall not be entitled to terminate this Agreement.

For Modi Properties & Investments Pvt. Ltd.

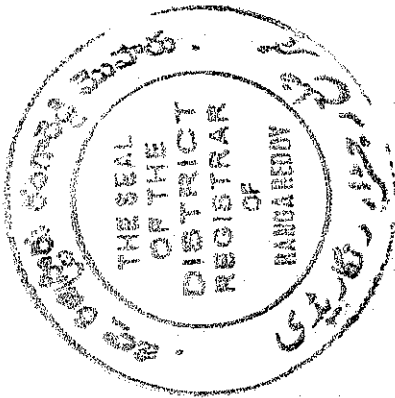


  
Managing Director 

Bk - 1, CS No 4460/2014 & Doct No

Sheet 7 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)





4.2 If at any time prior to the execution of the Sale Deed, the Buyers identify any defect in the title to the Schedule Property or in case of any claims being made by any third party over the Schedule Property or in case of any acquisition or condemnation by any governmental or quasi-governmental authority, the Buyers shall be entitled to terminate this Agreement immediately and the consequences stated in Clause 1.6(b) shall follow.

4.3 The Buyers shall be entitled to forthwith terminate this Agreement if there is an unacceptable change in the control or management of the Vendor or if a petition in relation to insolvency or winding up or dissolution or any civil or criminal petition is filed by or against the Vendor. In case of termination of this Agreement under this Clause, the consequences stated in Clause 1.6(b) shall follow.

**5. CONFIDENTIALITY**

5.1 From time to time prior to and during the term of this Agreement, a Party may receive, from the other Party, such other Party's or such other Party's affiliate's confidential or proprietary information or any other information belonging to the other Party (in each case, the "Confidential Information"). With respect to all such Confidential Information, however obtained, each Party shall (a) maintain the secrecy and confidentiality of all such information; (b) not disclose any such information directly or indirectly, by any means, to any person or entity, except to its directors and other personnel engaged in the management who need to know such information to perform their responsibilities; (c) not file any patent/copyright or any other intellectual property registration application in respect of any such information; and (d) not use any such information for any purpose other than the implementation of this Agreement or any other Transaction Document.

5.2 The provisions of Clause 5.1 shall not apply to information that: (a) can be shown to have been known by the receiving Party prior to disclosure by the disclosing Party; (b) is or becomes public knowledge otherwise than through the receiving Party's breach of this Agreement; (c) was obtained by the receiving Party from a third party having no obligation of confidentiality with respect to such information; (d) is required to be disclosed by applicable Law.

5.3 Each Party shall be responsible to ensure that its representatives, consultants, directors, staff and other employees, and those of its affiliates, who may receive such Confidential Information, comply with the obligations set out in this Clause 5.

5.4 Without prejudice to the generality of the foregoing, the Parties undertake to keep confidential all information and documents with respect to the intended purchase of the Schedule Property by the Buyers including any negotiations, arrangements or agreements (including the contents of this Agreement), save for the disclosures required under applicable law. Provided that prior to any disclosure required by law of any information or document relating to the purchase of the Schedule Property, the Party disclosing the information must first notify the other Party, who shall then have the opportunity to respond to and/or dispute such intended disclosure.

5.5 The obligations of each Party under this Clause shall remain in effect for a period of 5 (five) years from the date of execution hereof.

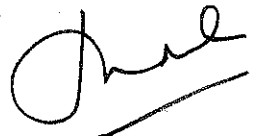
**6. GOVERNING LAW AND DISPUTE RESOLUTION**

6.1 This Agreement shall be governed by and construed in accordance with Indian law.

For Modi Properties & Investments Pvt. Ltd.

  
Managing Director

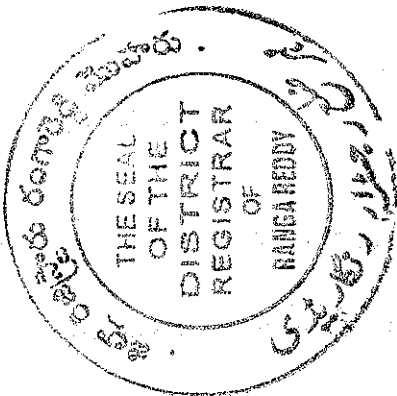




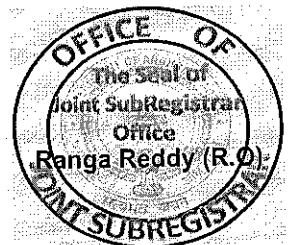
BK - 1, CS No 4460/2014 & Doct No  
4438/14

Sheet 8 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



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6.2 All disputes arising out of or in connection with this Agreement shall be finally settled under the Arbitration and Conciliation Act, 1996. The arbitration panel shall consist of three arbitrators. The Buyers and the Vendor shall be entitled to appoint one arbitrator each and such arbitrators appointed by the Buyers and the Vendor shall mutually appoint the third arbitrator. The venue of the arbitration shall be Hyderabad. The language of the arbitration shall be English. The arbitration award of the arbitrator(s) shall be final and binding on the Parties and shall be enforceable in accordance with its terms.

6.3 Without prejudice to the above, the Courts at Hyderabad shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement and the Parties submit to the exclusive jurisdiction of such Courts.

7. **INDEMNIFY**

7.1 The Vendor hereby agrees to indemnify and keep indemnified at all times the Buyers in title against any loss or damage which Buyers may sustain on account of Buyers' right to remain in peaceful possession and enjoyment of the **Schedule Property** as absolute owner/s thereof being disturbed in any manner, whatsoever, on account of any defect or deficiency in the title of the Vendor and the Vendor agrees to defend the right, title and interest of Buyers in title thereto to schedule property against all liabilities, losses, damages, expenses, actions, demands, proceedings, prosecutions, attachments, claims or causes of action, whatsoever, that the purchaser may sustain, suffer or incur for any reason, whatsoever and as a result of any of its representations and/or warranties made in this deed turning out to be untrue and that all expenses in this regard shall be borne and paid for by the Vendor.

7.2 The Vendor undertakes to indemnify and hold harmless the Buyers, their officers, directors, employees and agents (together "indemnified person") to the fullest extent lawful, from and against any and all actions, suits, claims, proceedings, costs, damages, judgements, amounts paid in settlement and expenses (including without limitation attorneys' fees and disbursements at actuals) relating to or arising solely out of:

- a. The defect in title of the Vendor to the Schedule Property.
- b. lack of authorizations and approvals to peacefully and lawfully occupy the Schedule Property;
- c. any inaccuracy in or breach of the representations, warranties, covenants made by the Vendor herein;
- d. any unlawful act of the Vendor or its employees or agents as a result of which, in whole or in part, any Indemnified Person is made a Party to and, incurs any loss pursuant to, any action, suit, claim or proceeding arising out of or relating to any such conduct; or
- e. the contravention of any laws, rules, guidelines, etc., by the Vendor.

8. **MISCELLANEOUS**

8.1 No Party shall have any authority to bind or shall be deemed to be the agent of the other in any way. Each Party to this Agreement shall under all circumstances be treated as an independent Party operating on a principal to principal basis and nothing contained herein shall be deemed to construe the relationship between the Parties as being a joint venture, partnership, agency, and association of persons or employment relationship.

For Modi Properties & Investments Pvt. Ltd.

Managing Director



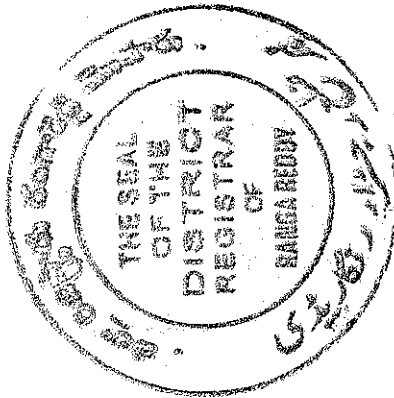
A large, handwritten signature in black ink, written over the typed name "Managing Director".

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Sheet 9 of 20

Joint Subregistrar  
Ranga Reddy (R.O)

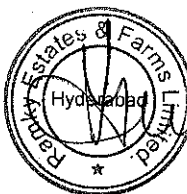


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- 8.2 This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof to the exclusion of and shall supersede all other term sheets, Agreements, proposals, negotiations, conversations, discussions, arrangements, understandings and assurances, either written or oral, existing or proposed, between all or amongst any two or more Parties hereto or persons claiming under them.
- 8.3 Neither this Agreement nor any benefits and obligations there under shall be assigned either fully or in part by any Parties hereto to any third Party without the consent, in writing, of the other Party and only upon such terms as are mutually agreed by all the Parties hereto. In the event this Agreement is assigned under the terms of this Clause, the assignees of the respective Parties shall be bound by the same terms and conditions of this Agreement and shall, if deemed necessary by the Parties at the time of such assignment, undertake in writing to be so bound by this Agreement. Any assignment, which violates any provision of this Agreement, shall be void. Notwithstanding anything contained in this Agreement the Buyers shall be entitled to assign/transfer this Agreement or any benefits and obligations hereunder either fully or in part to any third party without the consent of the Vendor.
- 8.4 The various warranties, indemnification and limitations of liability included in this Agreement are only for the benefit of the Parties hereto, as applicable, and no such obligations shall be deemed to be granted hereunder to a third Party.
- 8.5 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by all the Parties or the duly authorized representatives thereof.
- 8.6 If any provision of this Agreement is declared void, illegal, unenforceable or invalid by any court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall not be affected by such invalidity, illegality or unenforceability, and this Agreement shall be interpreted and construed as if such term or provision had never been contained, to the extent that the same shall have been held to be invalid, illegal or unenforceable.
- 8.7 Each of the Parties hereto shall pay their own costs and expenses relating to the negotiation, preparation, and execution of this Agreement and the transactions contemplated by this Agreement. Notwithstanding anything contained in this Clause the Parties hereby agree that the stamp duty and the registration charges in connection with the execution and registration of the Sale Deed shall be incurred by the Buyers. In the event of failure to execute the Sale Deed or cancellation of this Agreement under any circumstances for any reason or for any act of commission or omission by the Vendor, the Vendor shall immediately reimburse the Buyers with 50% of the amount of stamp duty, registration charges and all other expenses borne by the Buyers in connection with the execution and registration of this Agreement and the Sale Deed.
- 8.8 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.9 The provisions contained in Clauses 4 (Term and Termination), 5 (Confidentiality), 6 (Governing Law and Dispute Resolution) and 7 (Miscellaneous) of this Agreement shall survive the termination of this Agreement.

For Modi Properties & Investments Pvt. Ltd.



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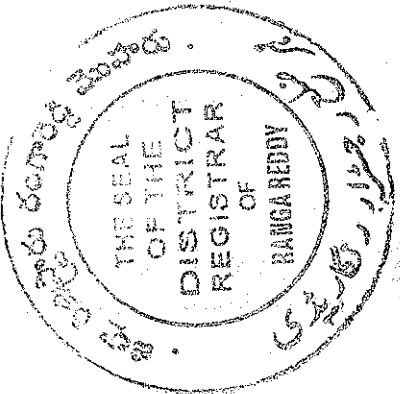
Managing Director

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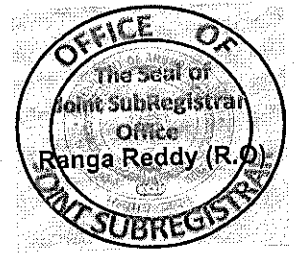
Sheet 10 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)

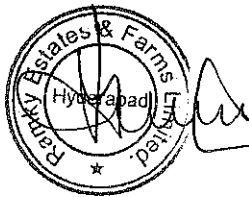
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- 8.10 The Parties hereto will at all times comply with all applicable and mandatory laws, rules and regulations in force from time to time in India and other applicable jurisdictions.
- 8.11 All notices, requests, demands, and other communications hereunder shall be in writing and shall be delivered personally or sent by prepaid, registered air mail, return receipt requested, or by facsimile transmission to the intended recipient thereof at the address or facsimile number set forth below. Any such notice, demand or communication shall be deemed to have been duly given immediately (if given or made by a confirmed facsimile), or 7 days after mailing, and in proving the same it shall be sufficient to show that the receipt of a facsimile was confirmed by the recipient. The addresses and facsimile numbers of the Parties for purposes of this Agreement are as follows:
- If to the Buyers: 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003.  
Attn: Shri Soham Modi  
e mail ID : soham@modiproperties.com
- If to the Vendor: 9<sup>th</sup> Floor, Ramky Grandiose, Ramky Towers complex, Gachibowli, Hyderabad  
Attn: Mr. P.V .Srinivas  
e mail ID : srinivas.pv@ramky.com
- Any Party may change its address for the purpose of this Agreement by giving written notice to the other Party at the address and in the manner provided above.
- 8.12 No waiver by any Party of any breach of any of the terms or conditions of this Agreement in a particular instance shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions. All rights, remedies, undertakings and obligations contained in the Agreement shall be cumulative and none of them shall be in limitation of any other rights, remedy, undertaking or obligation of any Party.
- 8.13 The Parties agree that, having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties and their investments. If any such covenant is held to be void the covenant will apply with such minimum modifications regarding its scope and duration as may be necessary to make it valid and effective.
- 8.14 Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement.



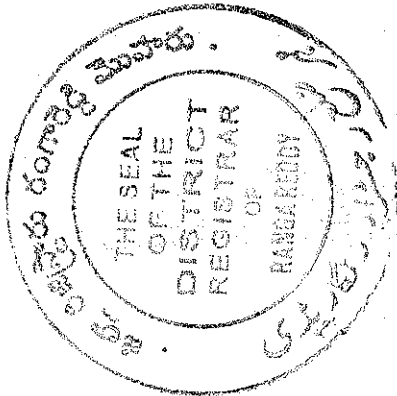
For Modi Properties & Investments Pvt. Ltd.

  
Managing Director

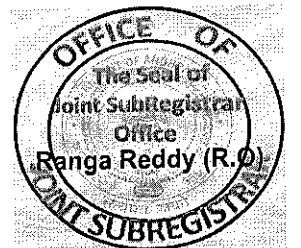
Bk - 1, GS No 4460/2014 & Doct No

Sheet 11 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



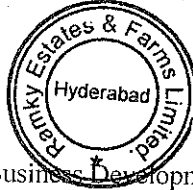
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AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

For Vendor  
Ramky Estates and Farms Limited  
Authorised Signatory:  
Name: P.V.Srinivas  
Designation: General Manager – Business Development.



A handwritten signature in black ink, appearing to be "P.V. Srinivas".

Witnesses:

1.

A handwritten signature in black ink, appearing to be "V. Srinivas".

2.

A handwritten signature in black ink, appearing to be "P. Srinivas".

For Modi Properties & Investments Pvt. Ltd.

**For JMKGEC Realtors Private Limited**  
Authorised Signatory: M / S Modi Properties & Investments Pvt Ltd  
Name: Mr Soham Modi  
Designation: Managing Director

A handwritten signature in black ink, appearing to be "Soham Modi".  

Managing Director

**For SDNMKJ Realty Private Limited**  
Authorised Signatory: M / S Modi Properties & Investments Pvt Ltd  
Name: Mr Soham Modi  
Designation: Managing Director

A handwritten signature in black ink, appearing to be "Soham Modi".

Witnesses:

1.

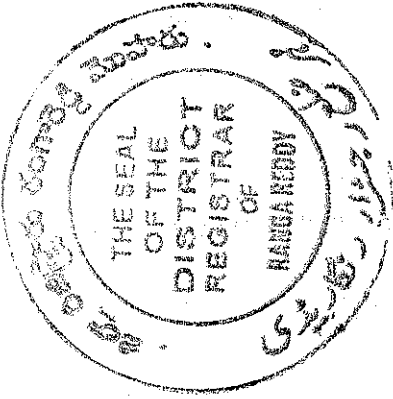
A handwritten signature in black ink, appearing to be "V. Srinivas".

2.

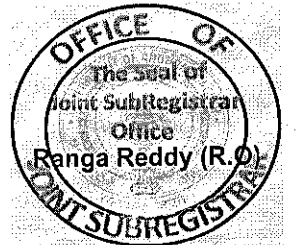
A handwritten signature in black ink, appearing to be "P. Srinivas".

Bk - 1, CS No 4460/2014 & Doct No  
4438/14. Sheet 12 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



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**Schedule A**

**Details of Land**

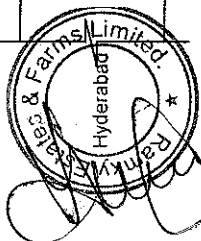
Plot no. 31 part and 32 measuring an extent of 3.38 acres (16,378 sq yds) in the Financial District situated in Sy.No.115/22, 115/24, 115/25, Nanakramguda Village, Serilingampally Mandal, R.R. District bounded by:

North: Existing 24 Mtr wide road

South: Plot No. 31/P and 30/P

East: Plot No. 27 and 28

West: Existing 24 Mtr wide road.



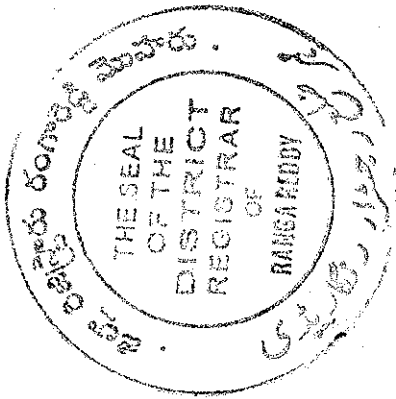
For Modi Properties & Investments Pvt. Ltd.

*[Signature]*  
Managing Director

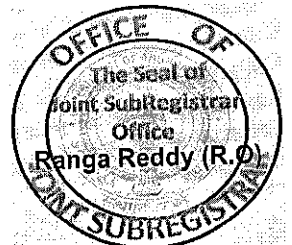
Bk - 1, QS No 4460/2014 & Doct No

Sheet 13 of 20

Joint Subregistrar  
Ranga Reddy (R.O)

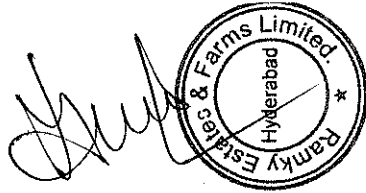


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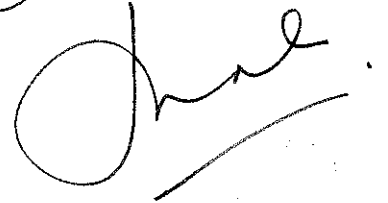
**Schedule B**  
**Details of Undivided Share of Land**

All that undivided share of land admeasuring 12,835 sq.yds at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District.



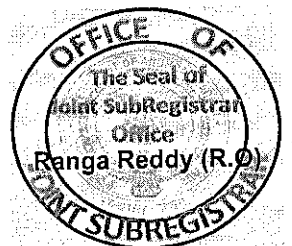
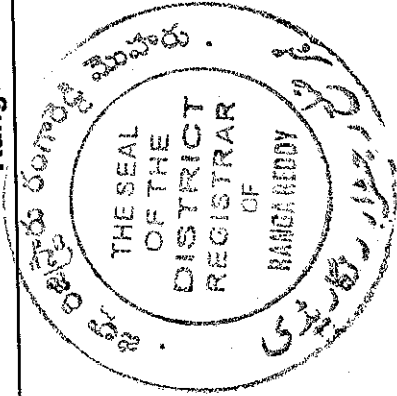
For Modi Properties & Investments Pvt. Ltd.

  
Managing Director



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16138/14

Joint Subregistrar  
Ranga Reddy (R.O)



Schedule C

Details of Land, Site and Building Plan

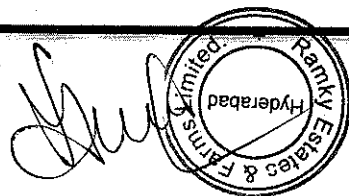
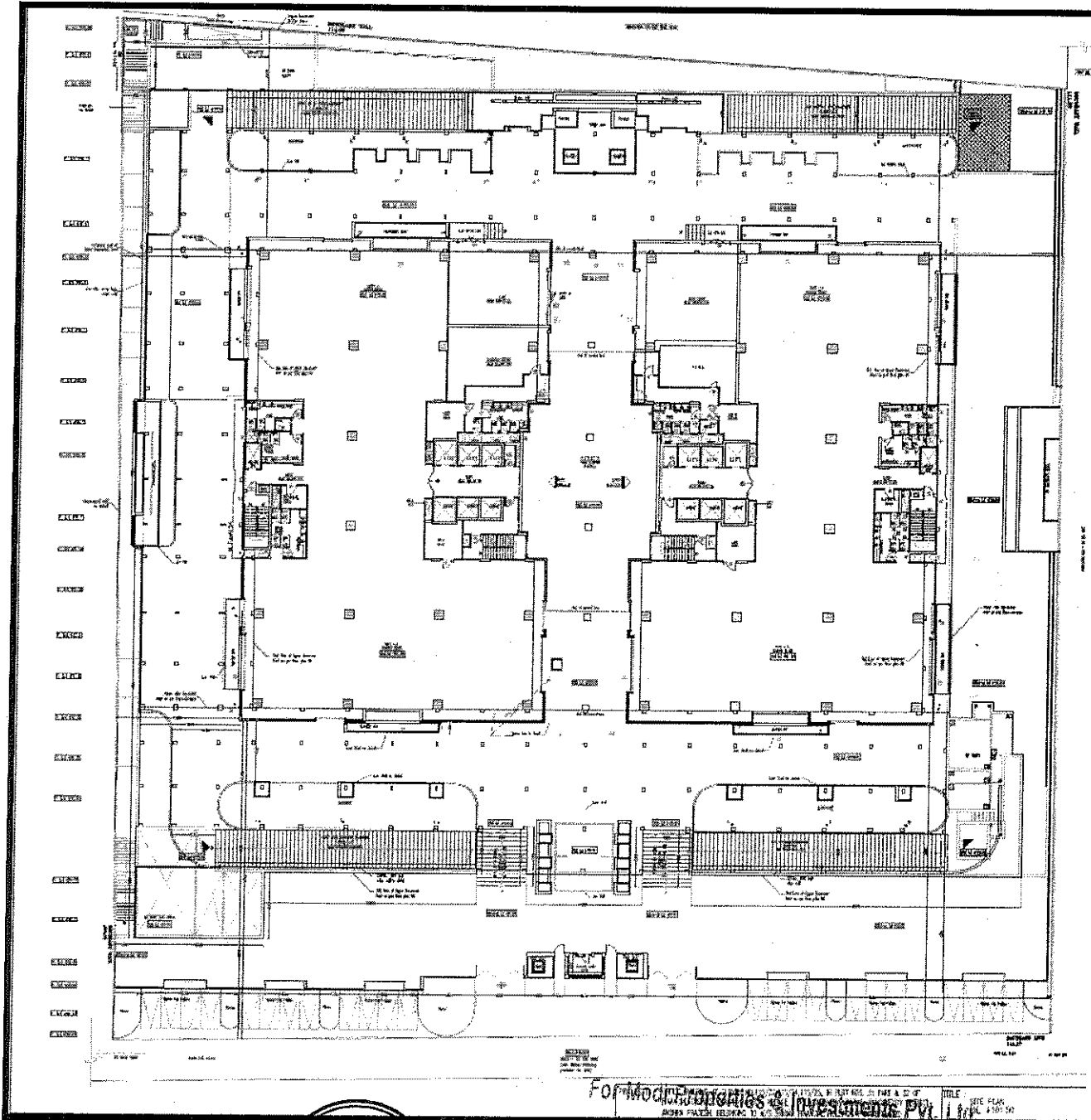
All that building with built-up areas admeasuring 4,54,278 sq.ft built on land admeasuring 16,378 Sq.Yds or (3.38 Acres) situated at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District which is bounded by:

North: Existing 24 Mtr wide road

South: Plot No. 31/P and 30/P

East: Plot No. 27 and 28

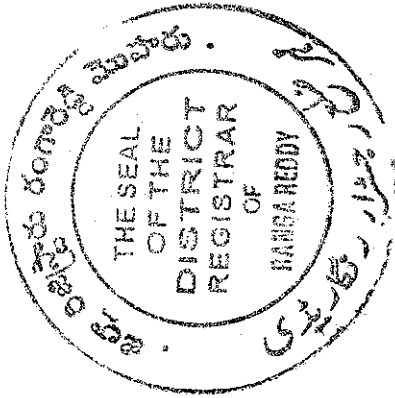
West: Existing 24 Mtr wide road.



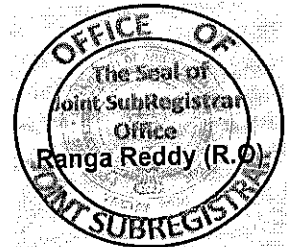
*[Handwritten Signature]*  
Managing Director

Bk - 1 CS No 4460/2014 & Doct No  
Sheet 15 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



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**Schedule D**


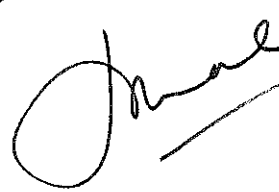
**Details of Schedule Property**

All that building with built-up areas admeasuring 26,358 sft in the 4<sup>th</sup> floor of Tower-A (marked in red in the plan enclosed as Schedule E) in Ramky Selenium with 955.44 Sq. Yrds., of proportionate undivided share of land along with effective and exclusive Car-Parking of 26 Nos. in the Lower and Upper Basement (marked in red in the plan enclosed as Schedule F and Schedule G) situated at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District which is bounded., by:

NORTH : Open to Sky and existing 24 Mts., Wide Road  
SOUTH : Open to Sky and Plot No.31/Part & 30 / P  
EAST : Open to Sky and Plot Nos.27 & 28  
WEST : Block B of Ramky Selenium

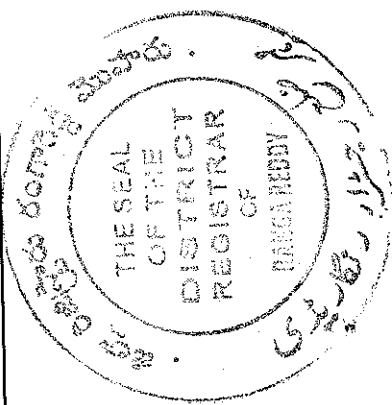


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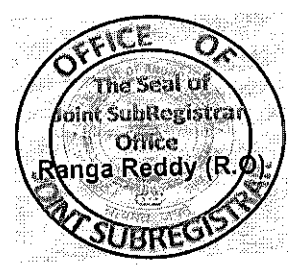
  
Managing Director  


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6434/10

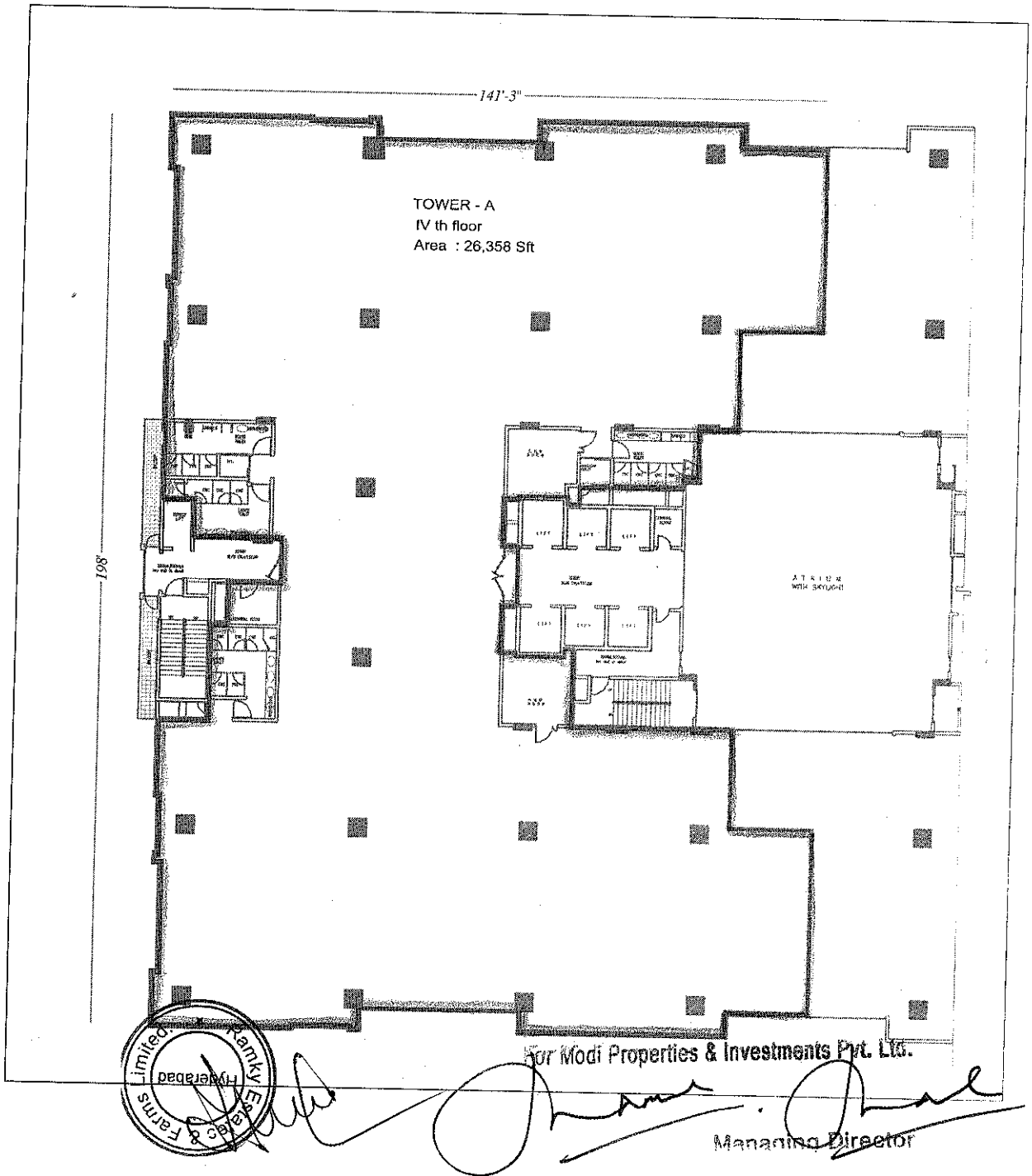
Joint SubRegistrar  
Ranga Reddy (R.O)



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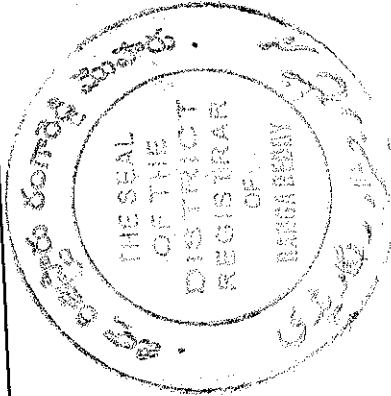
Schedule E  
Plan of Ramky Selenium – 4<sup>th</sup> Floor



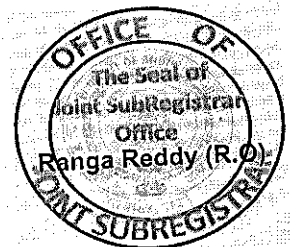
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4438/14

Sheet 17 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)



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**-18-  
Schedule F  
CAR PARKING PLAN - UPPER BASEMENT**

TOTAL CAR SPACES	
Handicap	1
Auto	10
Motorcycle	1
<b>Total</b>	<b>12</b>

Basement Level 1

Basement Level 1

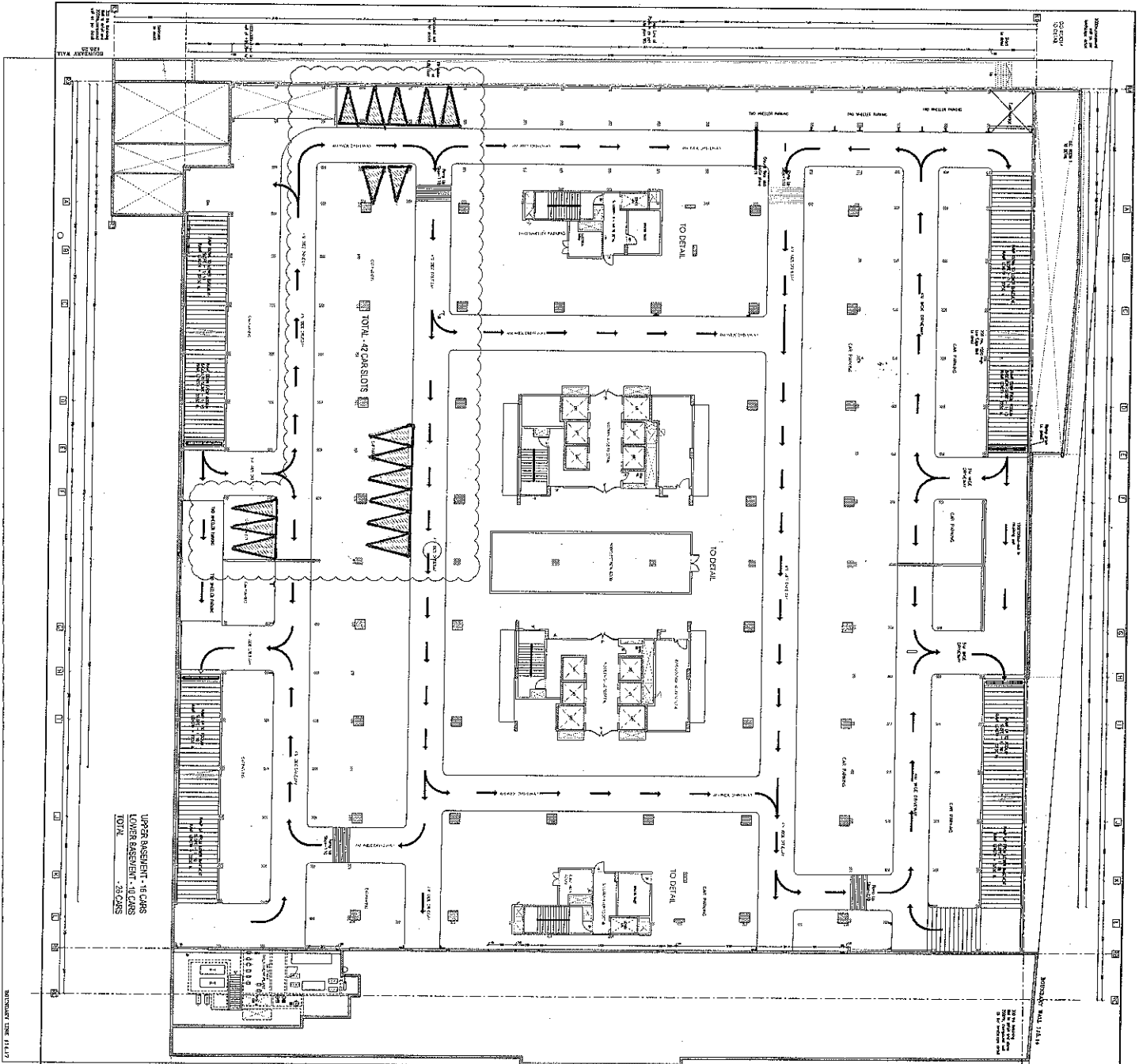
Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1



UPPER BASEMENT - 16 CARS  
LOWER BASEMENT - 10 CARS  
TOTAL - 26 CARS

Project Name	RAJIV ESTATES & FARMS
Client	RAJIV ESTATES & FARMS
Design No.	17.06.2017
Scale	1:50
Drawn By	S. S. SINGH
Checked By	S. S. SINGH
Approved By	S. S. SINGH
Date	17.06.2017

Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

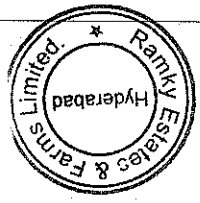
Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

Basement Level 1

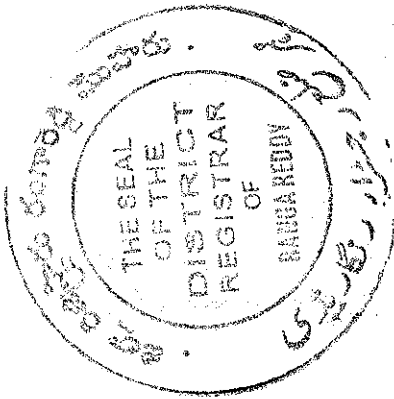


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*[Signature]*  
 Managing Director

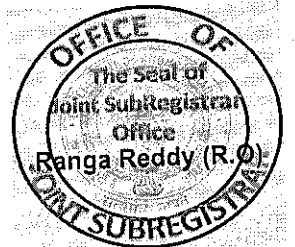
Bk - 1 CS No 4460/2014 & Doct No

Sheet 18 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)

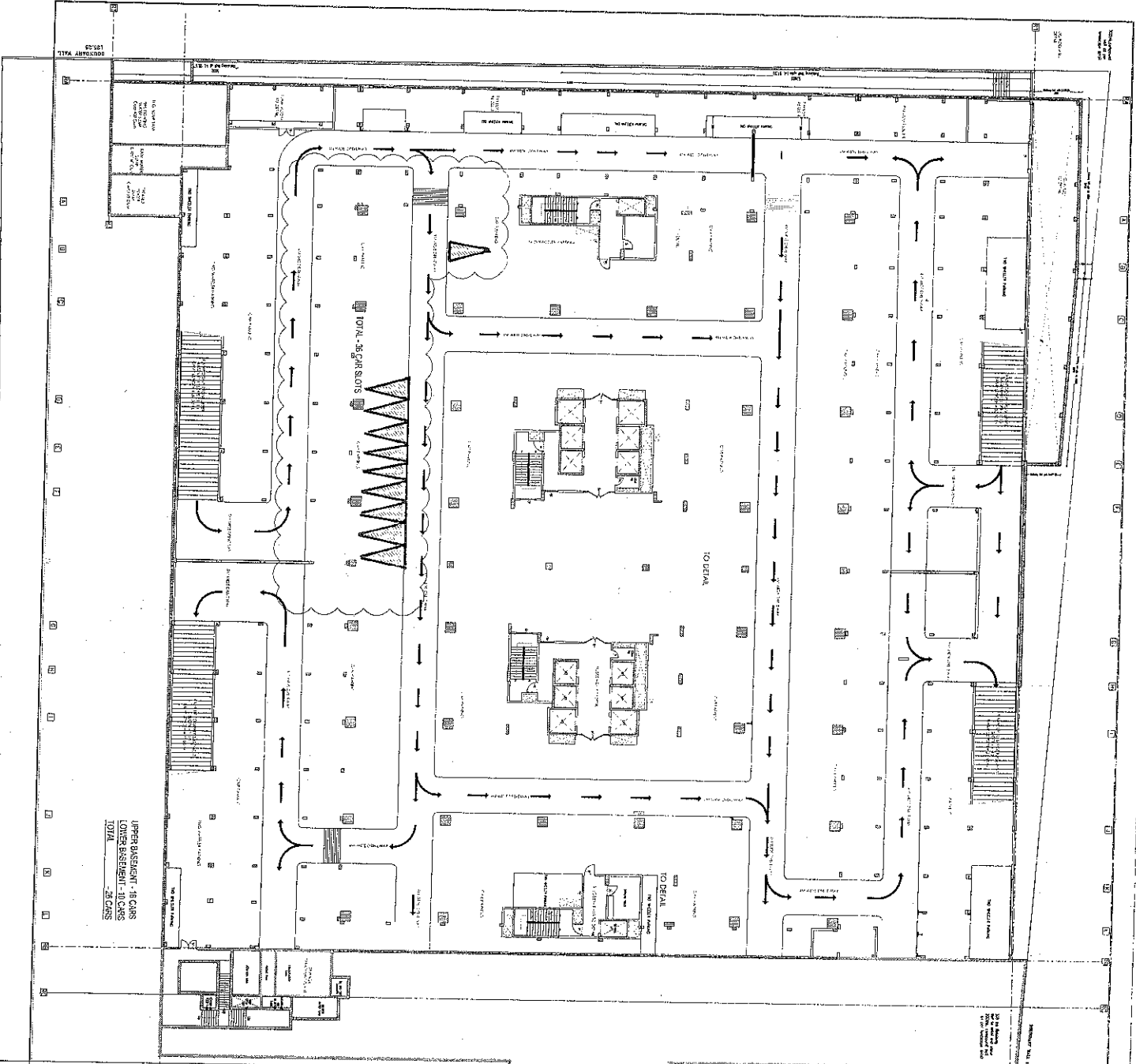


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-19-  
Schedule G  
CAR PARKING PLAN - LOWER BASEMENT

NO. OF CARS	150
NO. OF BIKES	100
NO. OF MOTOR CARS	10
NO. OF TRUCKS	5
NO. OF BUSES	5
NO. OF TRAILERS	5
NO. OF SPECIAL VEHICLES	5
TOTAL	320



UPPER BASEMENT - 48 CARS  
LOWER BASEMENT - 30 CARS  
TOTAL - 78 CARS

DATE	19.08.2010
SCALE	1:100
DESIGNED BY	CHANDRAN
CHECKED BY	CHANDRAN
DATE	19.08.2010
PROJECT NO.	10/2010
REVISIONS	
NO.	DESCRIPTION
1	
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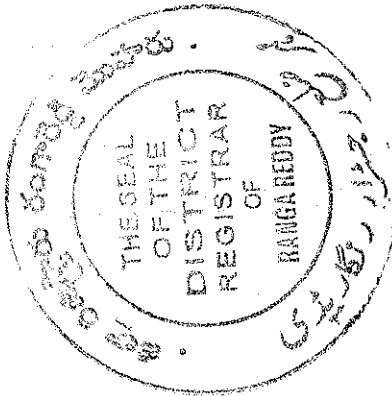
- REVISION 1
- REVISION 2
- REVISION 3
- REVISION 4
- REVISION 5
- REVISION 6
- REVISION 7
- REVISION 8
- REVISION 9
- REVISION 10
- REVISION 11
- REVISION 12
- REVISION 13
- REVISION 14
- REVISION 15
- REVISION 16
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- REVISION 21
- REVISION 22
- REVISION 23
- REVISION 24
- REVISION 25
- REVISION 26
- REVISION 27
- REVISION 28
- REVISION 29
- REVISION 30

For Medi Properties & Investments Pvt. Ltd.  
  
 Managing Director

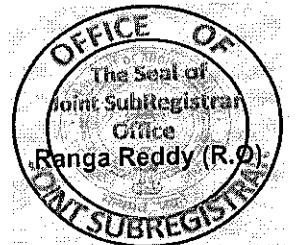
Bk - 1, CS No 4460/2014 & Doct No  
4438/14.

Sheet 19 of 20

Joint SubRegistrar  
Ranga Reddy (R.O)

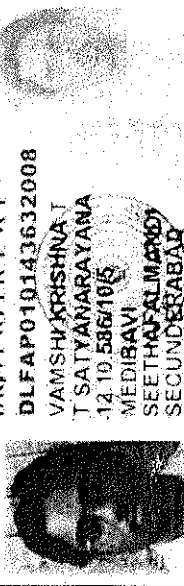


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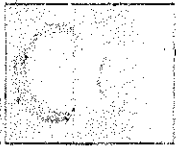
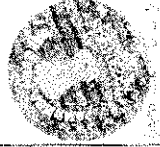
INDIAN DRIVING LICENCE  
**ANDHRA PRADESH**  
 DRIVING LICENCE  
 DLFP010143632008  
 VAMSHI KRISHNA T  
 T SATYANARAYANA  
 14.10.58/6/05  
 MEDIBAVI  
 SEETHAPALMAROY  
 SECUNDERABAD



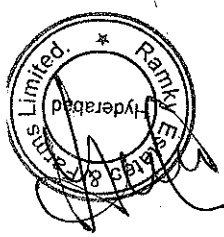
15/04/2008  
 15/04/2008  
 15/04/2008

PERMANENT ACCOUNT NUMBER  
 AACM4761E  
 MODI PROPERTIES AND INVESTMENTS PRIVATE LIMITED  
 28-06-1994  
 STATE OF ANDHRA PRADESH  
 28-06-1994

INDIA  
 ELECTRIC COMMISSION OF INDIA  
 IDENTIFICATION CARD

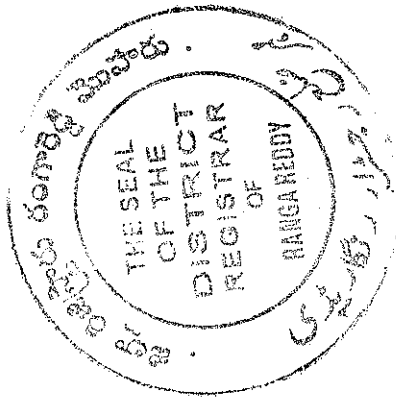
Director's Name: P. V. Sharma  
 Director's Name: P. V. Sharma



22/8/5

EX-1 CS No 4460/2014 & Doct No  
4438/15

Joint Subregistrar-  
Ranga Reddy (R.O)



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