

## ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

R 142398

Sto : 33-13-2008 Serve Mo : 11,083 Denomination : 100

Surphased By .

Surphas

## SUPLEMTARY AGREEMENT

This Supplementary Agreement is made and executed on this 22<sup>nd</sup> day of December, 2008 at Hyderabad by and between:

M/s. SRI SAI BUILDERS, a Partnership Firm evidenced by Deed of Partnership dated 9<sup>th</sup> July 2003 having its office at 25, A&B Electronic Complex. Kushaiguda, Hyderabad – 500 062 and represented by all its partners as under:

- 1. SRI NAREDDY KIRAN KUMAR, SON OF MADHUSUDHAN REDDY, aged about 34 years, residing at Plot No. 275, Venakateshwara Nagar, Meerpet, Moula -Ali, Hyderabad-40,
- 2. SMT. K. JAYA, WIFE OF K. RAJA REDDY, aged about 40 years residing at H. No. 13-63/1, Surya Nagar Colony, FCI Road, near NFC, Mallapur, R.R. District.
  - 3. SRI K.V. CHALAPATHI RAO, SON OF K. NAGABHUSHANAM, about 55 years, residing at 104, Akshita Apartments, Vijayapuri, Tarnaka, Secunderabad.

e, K to od

en Enalit

valuatings

n.v Mul



## ಆಂధ್ರ್ರ್ರವನ್ आन्ध्र प्रदेश ANDHRA PRADESH

R 142399

Ato: 22-12-2999 Serie: Mo: 44,983 Denomination: 100

Furchmend By:

J. VENALESH

J. C. J.A. RAO

Sub Anglistran

Ex.Officio Stamp Vendo

Sub Anglistran

Ex.Officio Stamp Vendo

G.S.C., #GIG Office, Hyd

For Whom:

HULL LENTURES

4. SRI B. ANAND KUMAR, SON OF B. N. RAMULU, aged about 39 years, residing at H. No. 10, Venkateshwara Nagar, Moula -Ali, Hyderabad – 40

Hereinafter referred to as the FIRM.

#### A N D

M/s. MODI VENTURES, a partnership firm having its office at 5-4-187/3&4. II Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Managing Partner Sri Soham Modi, Son of Sri. Satish Modi, aged 39 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad- 500 034., hereinafter referred as the DEVELOPER.

The expressions, FIRM and DEVELOPER shall mean and include unless it is repugnant to the context, their respective heirs, legal representative, administrator, executor, successor-in-office, assignee, nominee and the like.

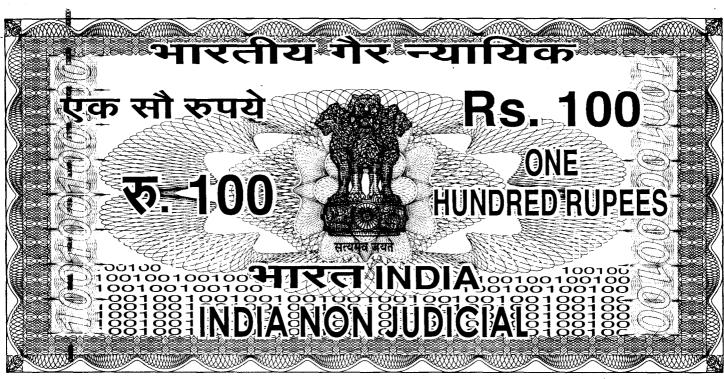
SECĒAD

1

·· K Wod

Ex Eercely -2-

In Mil



# ಆಂಧ್ರ್ ಎದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

R 142400

Purchased By :

G. WENKATESH

S/O.G.A. RAC

MAYADIOUDA

G. S.E.C., CalG Office, Hyd

## WHEREAS:

3

Ä

355

- A. The Firm constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya,(3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand became the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-00 Gts. by virtue of registered sale deed dated 10<sup>th</sup> July, 2003 bearing document no. 8184/03 and sale deed dated 5<sup>th</sup> February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as The Schedule A Land, more fully described in Schedule 'A' annexed to this Agreement.
- B. The Developer became absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 1-08 Gts. by way of registered sale deed dated 23<sup>rd</sup> March, 2007 bearing document no. 4000/07 (for purchase of Ac. 1-13 Gts.,) and sale deed dated 7<sup>th</sup> April 2004 bearing document no. 4464/07 (for sale of Ac. 0-05 Gts.,) which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as the Schedule B Land, more fully described in Schedule 'B' annexed to this Agreement.

\* K W 50

> Engli

Para Mal.



ಆಂ(ಧ್ಯ್ರ್ ಎದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

R 142401

Perchased By sold Vahnalash SAC.4.A. RAC MANADICUDA

Out Yegistrar Ex.Officho Stamp Vendor G.S.C., Gald Office,Hyd

The Firm invited the Developer to develop the Schedule A Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them had agreed to do so jointly.

- D. The Firm and the Developer hereto had applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the Developer for the Schedule A Land. The permissions were received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks (A to E) aggregating to about 2,83,825 sft., along with parking on the stilt floor and other amenities were constructed on the Schedule A Land.
- E. The Firm and the Developer for the purposes of joint development of the Schedule A Land had reached into an understanding whereby the Developer agreed to purchase certain area of land out of the total land area of Ac. 4-00 Gts., and the balance land to be retained by the Firm. To give effect to this broad understanding, the Firm and the Developer had executed following documents:

1 \*

9

2

1

9

·· K W od

37 Excel

e had



# ಆಂಧ್ರಕ್ಷದೆ हैं आन्ध्र प्रदेश ANDHRA PRADESH

R 142402

RAGO Sub Registrar
A Ex.Officia Stamp Vendo
G.S.O., Caid Office, Hyd

(a) Joint Development Agreement dated 20.10.2005

(b) Agreement of Sale-cum General Power of Attorney dated 20.10.2005 Both the above documents are registered with the office of the Sub-Registrar Office as documents No.10300/05 and 10302/05 respectively.

F. By virtue of above two referred documents, the Firm and the Developer hereto had identified and determined their respective ownership of 350 flats, along with proportionate parking space constructed in a group housing scheme named and styled as 'GULMOHAR GARDENS' forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with their respective proportionate undivided share in the Scheduled A Land.

G. After the purchase of Schedule B Land, the Developer applied for obtaining the necessary building construction and other permissions to HUDA & GHMC for the Schedule A Land and Schedule B Land put together as a single project with common amenities and facilities. The permissions for an additional 155 flats in 2 blocks aggregating to about 1,91,650 sft has been obtained as per proceedings in file no. 0514/CSC/TP1/2008 of GHMC.

27 K W 20

37 Eali 5-

47 2

JE BAL

SECEMI

3

23.63

1×

my

- H. In the permission for construction of the first 350 flats (in 5 blocks marked as Block A to E) obtained in the year 2005, land area of about 1,623 sq yds was effected in a proposed 100 ft. wide road. The said proposed road was deleted in the new master plan which was notified in April 2008. Accordingly in the permission for construction obtained in 2008 an additional block F consisting of 40 flats on 5 floors having an area of about 50,600 sft along with parking on the stilt floor is proposed to be constructed on the land which was earlier effected in the 100 ft wide proposed road. Block F entirely falls within the Schedule A Land. As per the sanction obtained in 2008, Block G which falls entirely in the Schedule B Land, consisting of 115 flats on 5 floors having an area of about 1,41,050 sft along with parking on the stilt and basement floor.
- I. The Firm and the Developer are jointly owners of undivided share of the Schedule A Land. Block F is falling within the Schedule A Land and is built on about 1,623 sq yds of land that was effected in a proposed 100 ft wide road. Consequently, the Firm and the Developer are already owners of the undivided share of land pertaining to the flats in Block F.
- J. The Firm and Developer have agreed to jointly develop the flats in Block F falling in the Schedule A Land as per the terms and conditions of this agreement, i.e., the Developer shall become exclusive owner of 29 flats in Block F having an area of about 36,400 sft along with proportionate parking and the Firm shall become absolute owner of 11 flats in Block F having an area of about 14,200 sft along with proportionate parking.
- K. The Developer has agreed to develop Block F including the flats belonging to the Firm and the Firm has agreed to reimburse the cost of construction of its share of flats to the Developer.
- L. The Developer and the Firm have further agreed that Block G consisting of 115 flats on 5 floors having an area of about 1,41,050 sft along with parking on the stilt and basement floor is falling within Schedule B Land which belongs to the Developer and the Developer shall be absolute owner of all the flats along with proportionate parking without any let or hindrance from the Firm. The Developer shall develop Block G at its own cost.
- M. The Developer and Firm have agreed to share all the amenities and facilities provided in the Schedule A Land and Schedule B Land. The said facilities and amenities shall be for the common use and enjoyment of the owners of flats in all the blocks (A to G) of Gulmohar Gardens.
- N. The respective share / ownership of each flat in Block F of Gulmohar Gardens together with proportional share in parking space, undivided share of land etc., belonging to the Firm and the Developer is detailed in Appendix I attached to the this Agreement.

Kwoo

Evali -6

2

- O. By virtue of the above referred Joint Development Agreement, Agreement of Sale cum General Power of Attorney and this Agreement the Developer and the Firm shall be entitled to sell their share of flats to any intending buyer without any let or hindrance from each other.
- P. The parties hereto are desirous of reducing into writing the terms and conditions of this agreement.

# NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH AS UNDER:

- 1. The DEVELOPER and the FIRM have agreed to jointly develop Block F consisting of 40 flats on 5 floors having an area of 50,600 sft along with parking on the stilt floor on Schedule A Land forming a part of group housing scheme named and styled as 'GULMOHAR GARDENS'.
- 2. The DEVELOPER shall develop Block G consisting of 115 flats on 5 floors having an area of 1,41,050 sft along with parking on the stilt and basement floors on Schedule B Land forming a part of group housing scheme named and styled as 'GULMOHAR GARDENS'.
- 3. The parties hereto to have obtained necessary building construction sanctions for Block G and F from HUDA /GHMC in file no. 0514/CSC/TP1/2008. In accordance with the sanction plan in all 40 number of flats in Block F and 115 flats in Block G admeasuring 50,600 sft and 1,41,050 sft respectively along with parking space on the basement /stilt floor and other amenities are proposed and agreed to be constructed.
- 4. The parties hereto have identified and determined their respective ownership of the flats in Block F along with proportionate parking on the stilt floor proposed to be constructed in a group housing project named and styled as 'GULMOHAR GARDENS' together with their respective proportionate undivided share in the Schedule A Land. The schedule showing the respective ownership of flats together with proportionate undivided share in Schedule A Land is enclosed to this Supplementary Agreement as Appendix I.
- 5. The parties hereto agree and confirm that the ownership of the flats in Block G along with proportionate parking on the stilt /basement floor proposed to be constructed in a group housing project named and styled as 'GULMOHAR GARDENS' together with their respective proportionate undivided share in the Scheduled B Land shall exclusively belong to the Developer and the Firm shall have no right, title or interest of whatsoever nature on it.

6. The FIRM agrees to pay the cost of construction for the flats in Block F falling to its share (14,200 sft) aggregating to Rs. 600/- per sft. The details of specifications for construction of the flats in Block F shall be as per Appendix II.

K Wow

Evolt -7-

2

- 7. The DEVELOPER will hand over to the Firm and / or prospective purchasers / buyers through it, the completed flats in Block F within 24 months from the date of this Joint Development Agreement.
- 8. All other relevant terms and conditions mentioned in the Joint Development Agreement dated 20.10.2005 and Agreement of Construction dated 20.10.2005 pertaining to Blocks A to E shall continue to be in force and applicable to the construction and sale of Block F and G.
- 9. The DEVELOPER and the FIRM hereby agree and confirm that they shall be entitled to take bookings, collect advances, execute sale deeds / agreement of construction or enter into any agreement for their respective share of flats in Blocks F & G from prospective purchasers without reference to each other. The Developer and the Firm hereby agree and confirm that all deeds and agreements including deed of conveyance can be executed by either party for their share of flats without reference to each other.
- 10. This Supplementary Agreement is executed in two originals each for DEVELOPER and FIRM. The cost of stamp duty and registration of this agreement shall be shared by both parties equally.

### SCHEDULE 'A' SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-00 Gts., forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	40' side road (Shakti Sai Nagar road)
East By	Land belong to Vendor – Schedule B Land
West By	Sy. No. 92

### SCHEDULE 'B' SCHEDULE OF LAND

All that piece of land admeasuring Ac. 1-08 Gts., forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	Neighbors land
East By	Shakti Sai Nagar Colony
West By	Land belonging to Firm and Vendor – Schedule A Land

K 25 as

Evolt -8-

IN WITNESS WHEREOF the Parties hereto have signed this Understanding on the date and the place mentioned hereinabove in the presence of the following witnesses:

WITNESSES:

1. The KAN AKARAO

2. Thomas (Assell)

For M/s. Sri Sai Builders,

Nareddy Kiran Kumar

Kzia

Smt. K. Jaya

Eway K.V. Chalapathi Rao

B. Anand Kumar (Partners)

For M/s. Modi Ventures

Soham Modi Managing Partner.

### APPENDIX - II

### **SPECIFICATION OF CONSTRUCTION**

Item	Deluxe Apartment					
Structure	RCC					
Walls	4"/6" solid cement blocks					
External painting	Exterior emulsion					
Internal painting	Smooth finish with OBD					
Flooring	Vitrified Tiles					
Door frames	Wood (non-teak)					
Doors	All doors – moulded					
Electrical	Copper wiring with modular switches					
Windows	Powder coated aluminum sliding windows with grills					
Bathroom	Designer ceramic tiles with 7' dado					
Sanitary	Raasi or similar make					
C P fittings	Branded CP Fittings					
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.					
Plumbing	GI & PVC pipes					

WITNESSES: Man Brahas CASURIA

For M/s. Sri Sai Builders,

Nareddy Kiran Kumar

K W Nu Smt. K. Jaya

Et CG K.V. Chalapathi Rao

B. Anand Kumar (Partners)

For M/s Modi Ventures

Soham Modi anaging Partner.

- 10 -

### Appendix I

Gulmohar Gardens, Sy No 93, 894 & 95, Mallapur Village Details of division of Flats between the Firm & Developer Block F

Owner's Share				Developers Share			
	i	Pro-				Pro-	
1		portionate				portionate	
Flat	Super Built	i .	Car	Flat	Super Built		Car
Number	up Area	share of land	Parking	Number	up Area	share of land	Parking
101	1,320	42.34	1	-	-	-	_
-	-		-	102	1,320	42.34	<u> </u>
	-	-	-	103	1,320	42.34	1
		-		104	1,040	33.36	1
-	-	-	-	105	1,320	42.34	1
106	1,440	46.19	1	<u> </u>	-	-	-
-	-	-	-	107	1,320	42.34	1
	-	-	-	108	1,040	33.36	1
	-	<u>-</u>		201	1,320	42.34	1
202	1,320	42.34	1		-	-	
-	-	-	-	203	1,320	42.34	1
_	-	-		204	1,040	33.36	1
-	-	-	-	205	1,320	42.34	1
_	-	-	-	206	1,440	46.19	1
207	1,320	42.34	1	_	-	-	-
	-	-	,	208	1,040	33.36	1
	-	-	-	301	1,320	42.34	1
-	-	-	-	302	1,320	42.34	1
303	1,320	42.34	1	-	-	-	-
-	-	-	-	304	1.040	33.36	1
-	-	-	-	305	1,320	42.34	1
306	1,440	46.19	1	-	-	-	-
_	-	-	-	307	1,320	42.34	1
308	1,040	33.36	1	-	-	-	-
401	1,320	42.34	1	_	-	_	_
-	_	-	-	402	1,320	42.34	1
-	-	-	-	403	1,320	42.34	1
404	1,040	33.36	1		-	-	-
-	-	-	-	405	1,320	42.34	1
-	-	-	-	406	1,440	46.19	1
-	-	-	-	407	1,320	42.34	1
-	-	-	-	408	1,040	33.36	1
501	1,320	42.34	1		-	-	-
-	-	-	-	502	1,320	42.34	1
-	_	-	-	503	1,320	42.34	1
-	-	-	-	504	1,040	33.36	1
505	1,320	42.34	1		-	-	-
-	-	-	_	506	1,440	46.19	1
-	-	-	-	507	1.320	42.34	1
-	-	-	_	508	1,040	33.36	1
	14,200	455	- 11	-	36,400	1,168	29

Man

K Show

Evolt

ant