



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AT 883353

S.No. 10695 Dt. 25/6/12 Rs. 100/-

Sold to: Kaluam S/o. Narsing, Hyd.
 For Whom: Mehta & Modi Homes, Hyd.

K. GIRIBABU
 LICENCED STAMP VENDOR
 LIC.No.16-02-30/1998
 REN.No.16-02-08/2010
 Sub-Bapunagar, Amberpet, Hyd-13.
 Cell.No.9989259839

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement is made and executed on this the 28th day of June 2012 at Secunderabad by and between:

M/s. MEHTA & MODI HOMES, a partnership firm having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad -- 500 003, represented by its Partners Shri Soham Modi, Son of Sri Satish Modi, aged about 42 years, Occupation: Business and Sri Suresh U Mehta Son of Late Uttamlal Mehta, aged about 62 years, Occupation: Business, hereinafter referred to as the 'Builder'

BETWEEN

1. Shri. Sandeep Shah, S/o. Dr. L.G. Rohit, aged 51 years, Occupation: Business, R/o. 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad -- 500 034.
2. Dr. L.G. Rohit, S/o. Govardhan Das, aged 82 years, Occupation: Business, R/o. 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad -- 500 034.

For Mehta & Modi Home's

For Mehta & Modi Home's

Sandeep Shah
 Dr. L.G. Rohit

[Signature]
 Partner

[Signature]
 Partner

- 3. *[Signature]*
- 4. Mohan
- 5. *[Signature]*
- 6. Meeta Mohan
- 7. P. R. Kotam
- 8. *[Signature]*
- 9. Harsa Baidar
- 10. *[Signature]*
- 11. *[Signature]*
- 12. *[Signature]*
- 13. *[Signature]*

3. Shri. Amar V. Shah, S/o. Shri. V. N. Shah, aged 50 years, Occupation: Business, R/o. 'SHUBHAM' Plot No. 25, Temple Rock Enclave, Tadbund, Secunderabad – 500 009.
4. Smt. Meera A. Shah, W/o. Shri. Amar V. Shah, aged 42 years, Occupation: Housewife, R/o. 'SHUBHAM' plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.
5. Shri. Ajit V. Shah, S/o. Shri. V. N. Shah, aged 48 years, Occupation: Business, R/o. "SHUBHAM" Plot No. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.
6. Smt. Meeta A. Shah, Wife of Shri. Ajit V. Shah, aged 44 years, Occupation: Housewife, R/o. 'SHUBHAM' plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.
7. Shri. Pritesh Rajesh Kotak, Son of Shri. Rajesh C. Kotak, aged 21 years, R/o. 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad –500 003.
8. Smt. Rashmi R. Kotak, Wife of Shri. Rajesh C. Kotak, aged 46 years, Occupation: Housewife, R/o. 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad – 500 003
9. Smt. Saroj. S. Parikh, Wife of Late Shri. Shashikanth S. Parikh, aged 45 years, Occupation Housewife, R/o. 1-10-98/6, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
10. Smt. Neema B. Parikh, Wife of Shri. Bhavesh S. Parikh aged about 31 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
11. Shri. Mitesh K. Parikh, Son of Krishna Kant S. Parikh, aged about 20 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
12. Shri. Harsh J. Baldev, Son of Jitendra Baldev, aged about 16 years, resident of 124, Jeera, Secunderabad.

Hereinafter collectively referred to as the "Owners" and severally as Owner No. 1, Owner No. 2, Owner No. 3, and so on.

AND

1. Shri. Anand S. Mehta, S/o. Suresh U. Mehta, aged 35 years, Occupation: Business, R/o. 21, Bapu Bagh Colony, IInd Floor, P.G. Road, Secunderabad – 500 003.
2. Shri. Hari S. Mehta, S/o. Suresh U. Mehta, aged 31 years, Occupation: Business, R/o. 21, Bapu Bagh Colony, IInd Floor, P.G. Road, Secunderabad – 500 003.
3. Shri. Suresh U. Mehta S/o. Late Uttam Lal Raghavji Mehta, 63 years, Occupation: Business, R/o. 2-3-577, 502, Uttam Towers, Minister Road, D.V. Colony, Ward – 2, Circle – 8 (VIII).

Hereinafter collectively referred to as the "Purchasers".

The term Builder, Owners and Purchasers shall mean and include their heirs, legal representatives, administrators, executors, successor in interest, assignees, etc.

WHEREAS:

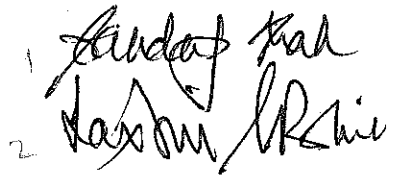

- A) The Owners are the absolute owners, possessors and in peaceful enjoyment of the land forming survey no. 74 (Ac. 1-23 Gts.) and Sy. No. 75 (Ac. 1-22 Gts.) situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District admeasuring about Ac. 3-05 Gts. by virtue registered sale deed bearing document no. 3111/07 dated 5.3.07 registered at SRO, Uppal.
- B) The total land admeasuring Ac. 3-05 Gts., in survey no. 74 (Ac. 1-23 Gts.) and Sy. No. 75 (Ac. 1-22 Gts.), situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land and is more particularly described at the foot of the document.

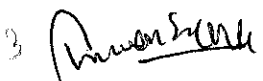
For Mehta & Modi Home's

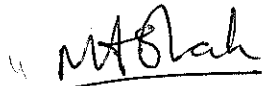

Partner

For Mehta & Modi Home's


Partner

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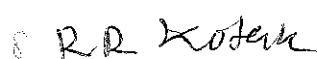
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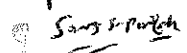
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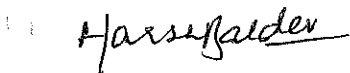
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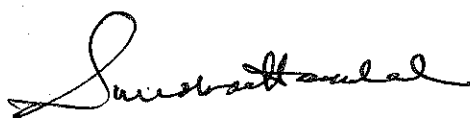
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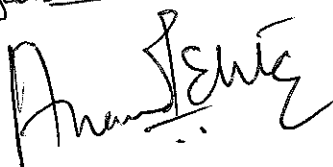
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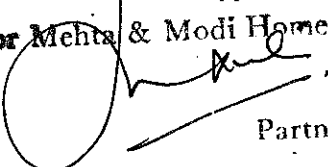
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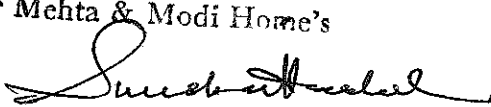






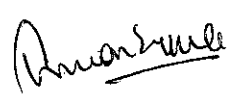



- C) The Owners purchased the Scheduled Land for a consideration from its previous Owners, possessors and pattedars namely:
- Shri. Samala Janga Reddy, Son of Late Shri Samala Chinna Yadaiah
 - Smt. V. Susheela, Wife of V. V. Subba Rao,
 - Sri Anand S. Mehta, son of Shri Suresh U. Mehta
 - Smt. Chamarty Naga Bala Tripura Sundari W/o. Shri Ch. Ganapathi Prasad
 - Shri. G. Rama Krishna Reddy, son of Shri. G. R. Reddy
 - Shri M. Vijayaram Mohan Rao, son of Shri M. Venkateswar Rao
 - Shri Sajja Venkateswara Rao, son of Shri Subba Rao
 - Shri Boddu Srinivasa Rao, son of Shri B. Amaralingam
 - Shri Sekharam Seri, son of Late Shri. Venkakaih
- D) The Owners approached the Builder to develop the Schedule Land into residential houses and the Builder has agreed to do so. Accordingly, the Builder and the Owners have entered into Development Agreement dated 30.04.2007 for development of the Schedule Land. The Development Agreement is registered as document no. 7827/07, dated 30.04.2007 at the S.R.O. Uppal.
- E) In pursuance of the said Development Agreement the Builder has obtained permission from GHMC vide file no. 0149/CSC/TP1/2008, Permit no. 5/69 dated 18.12.08 for developing the Scheduled Land into a gated community consisting of 44 villas/bungalows each having divided share of land (plot of land) along with common amenities like roads, drainage, electric power connection, clubhouse, landscape areas, etc. The Scheduled Land as per sanction shall be made into 44 villas/bungalows along with divided share of land bearing plot nos. 1 to 44. Hereinafter, the said villas/bungalows along with divided share of land shall be referred to as plot no. 1, plot no. 2, plot no. 3 as on.
- F) As per the terms of the Development Agreement, the Owners and the Builder have agreed to share the proposed developed plots along with construction thereon. Broadly the Owners shall be entitled to 13 villas and the Builder shall be entitled to 31 villas along with the divided plots of land.
- G) Accordingly, the Owners have executed a General Power of Attorney in favour of the Builders vide document no. 204/10, dated 18.7.10 registered at SRO, Uppal, for the Builders share of plots/bungalows/villas/houses. The Owners shall be entitled to sell their share of plots along with constructions thereon to any intending purchaser without reference to the Builder. Similarly, the Builder shall be entitled to sell his plots along with constructions thereon to any indenting purchasers without reference to the Owners.
- H) The proposed project of development on the entire Scheduled Land is styled as 'VILLAS AT SILVER CREEK'.
- I) The Builder proposes to develop the Scheduled Land by constructing about 44 independent villas of similar size, elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed villas will be constructed strictly as per the design proposed by the Builder and the Owner / prospective Purchasers shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.

For Mehta & Modi Home's

 Partner

For Mehta & Modi Home's

 Partner

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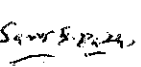
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- J) Whereas Smt. Sarojini L. Rohit, W/o. Dr. L.G. Rohit (Owner No. 1 in Development Agreement No.7827/2007 dated 30.04.2007) has reached the heavenly abode on 10.01.2012. She had 20% ownership of the Scheduled Land and consequently 20% share in the developed villas / plots. As per the terms of her will dated 26.07.2010 Shri. Sandeep Shah & Dr. L.G. Rohit (Owner No.1 and Owner No. 2 mentioned herein) have become the sole heirs of her share in the Scheduled Land and her rights under the said Development Agreement.
- K) Whereas due to the down turn in the real estate market in Hyderabad the Builder has not received advances from sales as expected and therefore due to financial constrains the development of the said project is delayed. The Builder has requested the Owners to make some concessions in the terms of the Development Agreement to enable the Builder to complete the villas falling to the share of the Owners along with the basic common facilities and amenities proposed to be developed. The Owners have agreed to the proposal of the Builder.
- L) Whereas Shri. Pritesh Rajesh Kotak and Smt. Rashmi R. Kotak (Owner Nos 7 & 8 herein) had sold their rights under the above said Development Agreement to the Purchasers herein for a sum of Rs. 40,00,000/- (Rs. Forty Lacs Only), which was received in full by Owner Nos. 7 & 8 herein. However, due to the delay in development of the project the Purchasers have requested the Owners and Builder herein to allot two villas in the project known as "Silveroak Bungalows", belonging to the Builder herein, in lieu of relinquishing their share / rights under the above said Development Agreement in favour of the Builder. The Builder and Owners have agreed to the Purchasers' request.
- M) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. The Owners No. 7 & 8 herein hereby confirms that they have relinquish their share in the Scheduled Land and their rights under the above said Development Agreement in favour of the Builder. The Owner No. 7 & 8 further confirm that hereafter they shall have no right title or claim whatsoever nature in the Schedule Land or against the Builder.
2. Similarly the Purchasers hereby confirm that they have relinquish their share in the Scheduled Land and their rights under the said Development Agreement in favour of the Builder. The Purchasers further confirm that hereafter they shall have no right title or claim of whatsoever nature in the Scheduled Land.
3. In lieu of relinquishing their rights by the Purchasers and Owners in the Scheduled Property and under the above said Development Agreement the Builder shall allot bungalow no. 371 & 375 in the project known as "Silveroak Bungalows", situated at Cheralapally, Hyderabad, to the Purchasers. The description of the bungalows are given in annexure I & II herein. The Builder agrees to complete the said two bungalows within the 12 months from the date of this agreement. The Purchasers agree to pay the cost like stamp duty, registration charges, VAT, service tax, etc. in relation to the transfer of the said two bungalows in their favour or in favour of their nominees.

For Mehta & Modi Home's


Partner

For Mehta & Modi Home's


Partner

1 Sandeep Shah
2 Rashmi R. Kotak

3 Anant Kumar

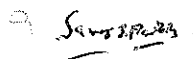
4 M. L. Lakshmi

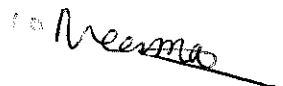
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6 Meeta Shah

7 Pritesh R. Kotak

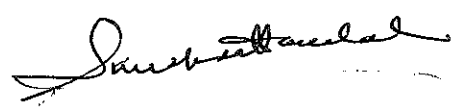
8 R. R. Kotak

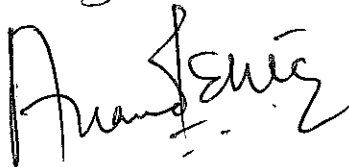
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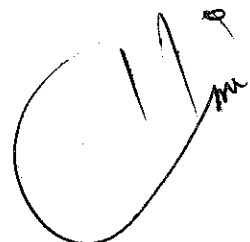
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11 Pritesh Rajesh

12 Harsh Bader







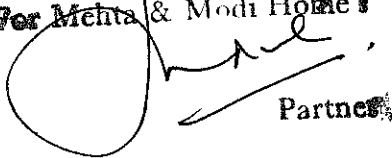
4. The Builder has agreed to allot villa no. 9 to the Owners (excluding Owners No. 7 & 8 herein) and the Owners and Purchasers shall relinquish their rights on villa nos. 3, 4 & 5 in favour of the Builder.
5. The Owners agree to extend the development period mentioned in clause 41 of the above said Development Agreement by a period of 12 months, exclusive of the 6 months grace period.
6. The Builder has completed villa no. 11 in all respects and is acknowledged by the Owners. The work of villa nos 29 to 33 & 37 to 41, falling to the share of Owners is in an advanced stage of construction and the Builder shall complete works to the extent of civil, plumbing, electrical conducting, drainage, waterproofing, elevation cladding, 1st coat of paint, grills & main door within the period mentioned in clause 5 above. Balance works like flooring, bathroom tiles, windows, doors, CP, sanitary, electrical, final coat paint, etc. shall be completed by the Builder upon the request of the Owners within 90 days of such a request, so as to enable the prospective customers of the Owners to customize the interior works within their villa.
7. The Builder agrees to complete basic amenities like water supply, electricity supply, roads, compound wall including civil work for club house and swimming pool within the period mentioned clause 5 above.
8. The Builder, the Owner and the Purchasers agrees to sign and execute all necessary documents, deeds, forms, agreements, etc. that may be required to fully give effect to terms of this agreement. Further the parties herein agree that the incidence of the taxes and charges like income tax, VAT, service tax, stamp duty and registration charges, etc. shall be minimized in consultation with their auditor / legal advisers and the required deeds / agreements shall be drawn up as per their advise. The parties herein further agree that each party shall bear such charges in proportion to their share under this agreement.
9. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
10. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

SCHEDULED LAND

ALL THAT PIECE AND PARCEL OF LAND admeasuring bearing about 1.26 Gts. in Sy. No. 74 & 75 , (Sy. No. 74 admeasuring Ac. 0-04 Gts and Sy. No. 75 admeasuring AC. 1-22 Gts) situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

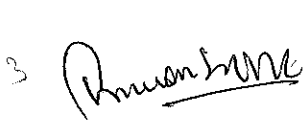
North	Sy. No. 72 & Sy. No. 73
South	Sy. No. 48 Sy. No. 86
East	Sy. No. 76
West	Sy. No. 73 Sy. No. 48

For Mehta & Modi Home's

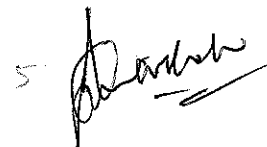

Partner

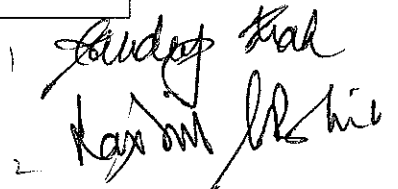
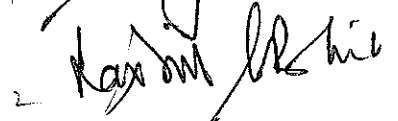
For Mehta & Modi Home's

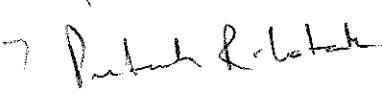

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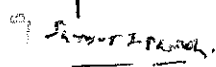
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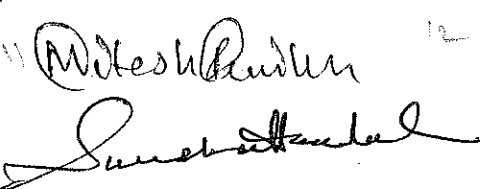
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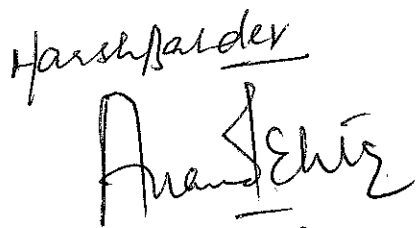
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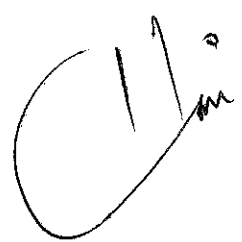
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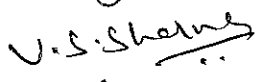
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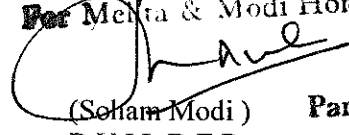
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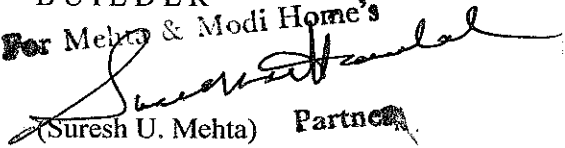


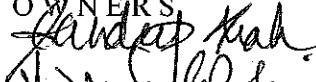
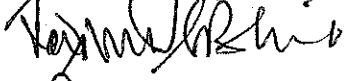
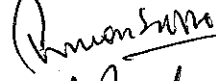
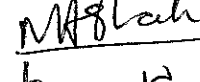
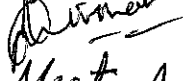
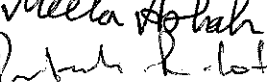
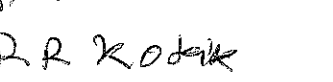
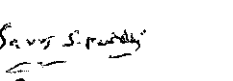
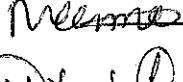
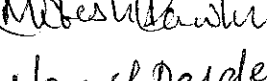

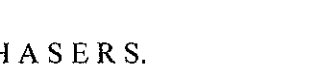
IN WITNESSES WHEREOF this Supplementary Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below.

WITNESS:

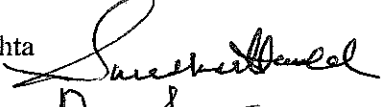


1.  G. KANNA PPAO
2. 
(V. Subramanyam)

For Mehta & Modi Home's

(Solam Modi) Partner
BUILDER

For Mehta & Modi Home's

(Suresh U. Mehta) Partner
BUILDER.

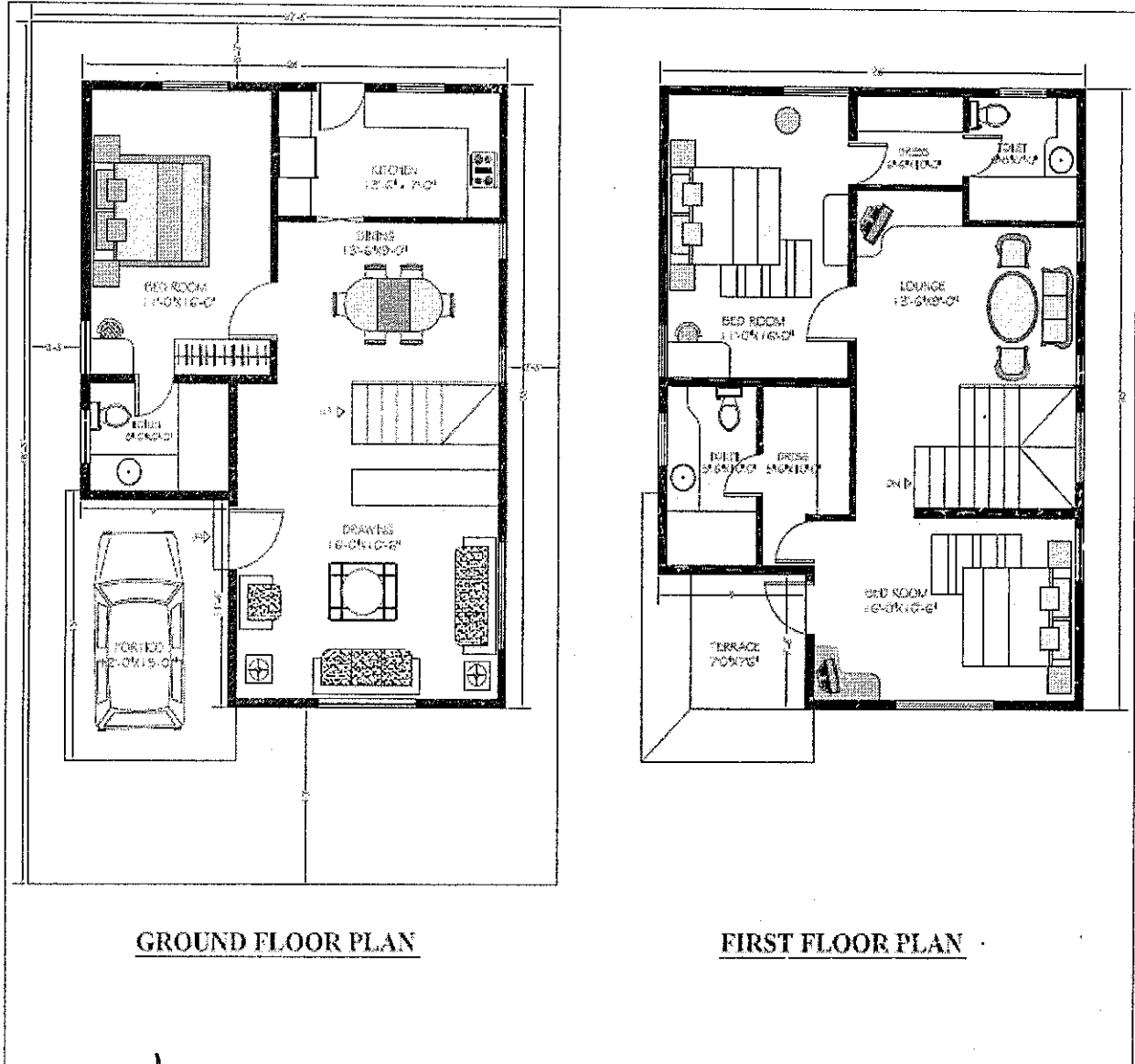
- OWNERS:
- 1  Chandee Khab
 - 2  Tejendra Khab
 - 3  Anand Suresh
 - 4  Meeta Suresh
 - 5  Anand
 - 6  Meeta Suresh
 - 7  Prabhu K. Kotak
 - 8  D.R. Kodak
 - 9  Suresh Suresh
 - 10  Meeta
 - 11  Anand Suresh
 - 12  Harshvard

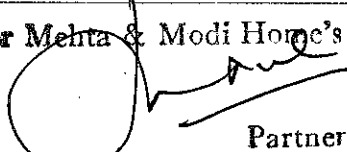
PURCHASERS.

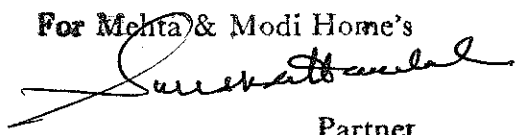
- 1 Shri. Suresh U. Mehta 
2. Shri. Anand S. Mehta 
3. Shri. Hari S. Mehta 

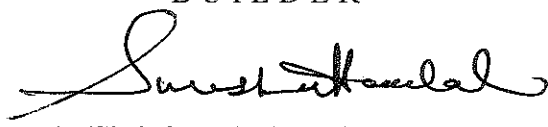
ANNEXURE - I

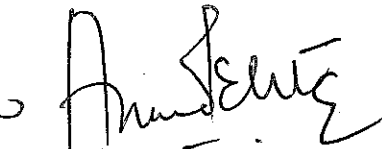
PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 371
 AMEASURING 1883 SFT. OF BUILT-UP AREA.




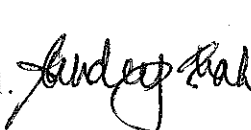
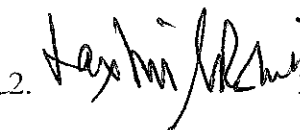

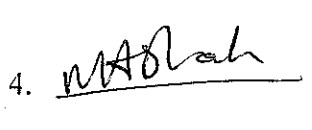

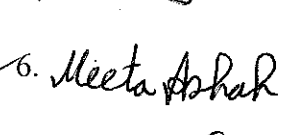
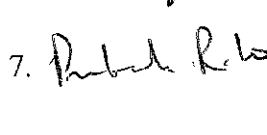
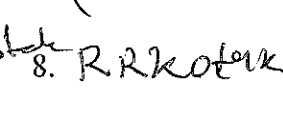
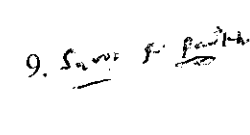

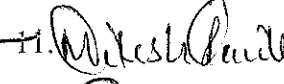
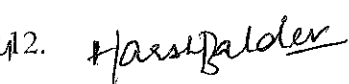
For Mehta & Modi Home's

 Partner
 (SOHAM MODI)
 BUILDER

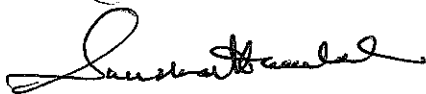
For Mehta & Modi Home's

 Partner
 (SURESH U. MEHTA)
 BUILDER


 1. (Shri. Suresh U. Mehta)
 PURCHASER


 2. (Shri. Anand S. Mehta)
 PURCHASER


 3. (Shri. Hari S. Mehta)
 PURCHASER

- OWNERS. 1.  2.  3.  4. 
 5.  6.  7.  8.  9. 
 10.  11.  12. 



ANNEXURE - I

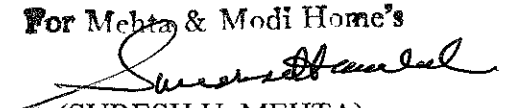
SPECIFICATIONS:

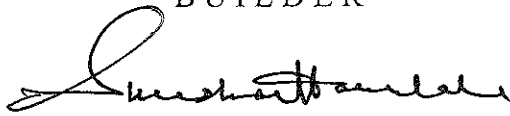
Item	Deluxe Bungalow
Structure	RCC
Walls	4"/6" solid cement blocks
External painting	Exterior emulsion
Internal painting	Smooth finish with OBD
Roof	Sloping with country tiles
Flooring	Vetrified tiles in all rooms
Door frames	Teak wood
Doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open able windows with grills
Sanitary	Parryware / Hindware or similar make
C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado with designer tiles and bathtub in master bedroom.
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

For Mehta & Modi Home's

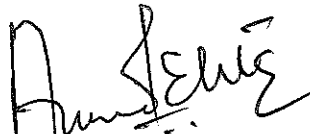

(SOHAM MODI) Partner
BUILDER

For Mehta & Modi Home's


(SURESH U. MEHTA) Partner
BUILDER



1. (Shri. Suresh U. Mehta)
PURCHASER


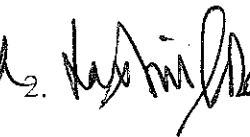
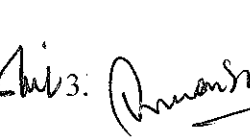



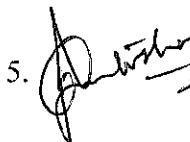


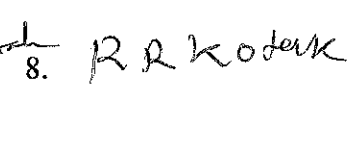
2. (Shri. Anand S. Mehta)
PURCHASER



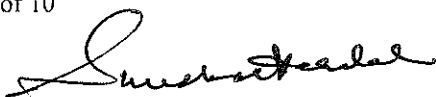
3. (Shri. Hari S. Mehta)
PURCHASER

OWNERS.

1.  2.  3.  4. 

5.  6.  7.  8. 

9.  10.  11.  12. 

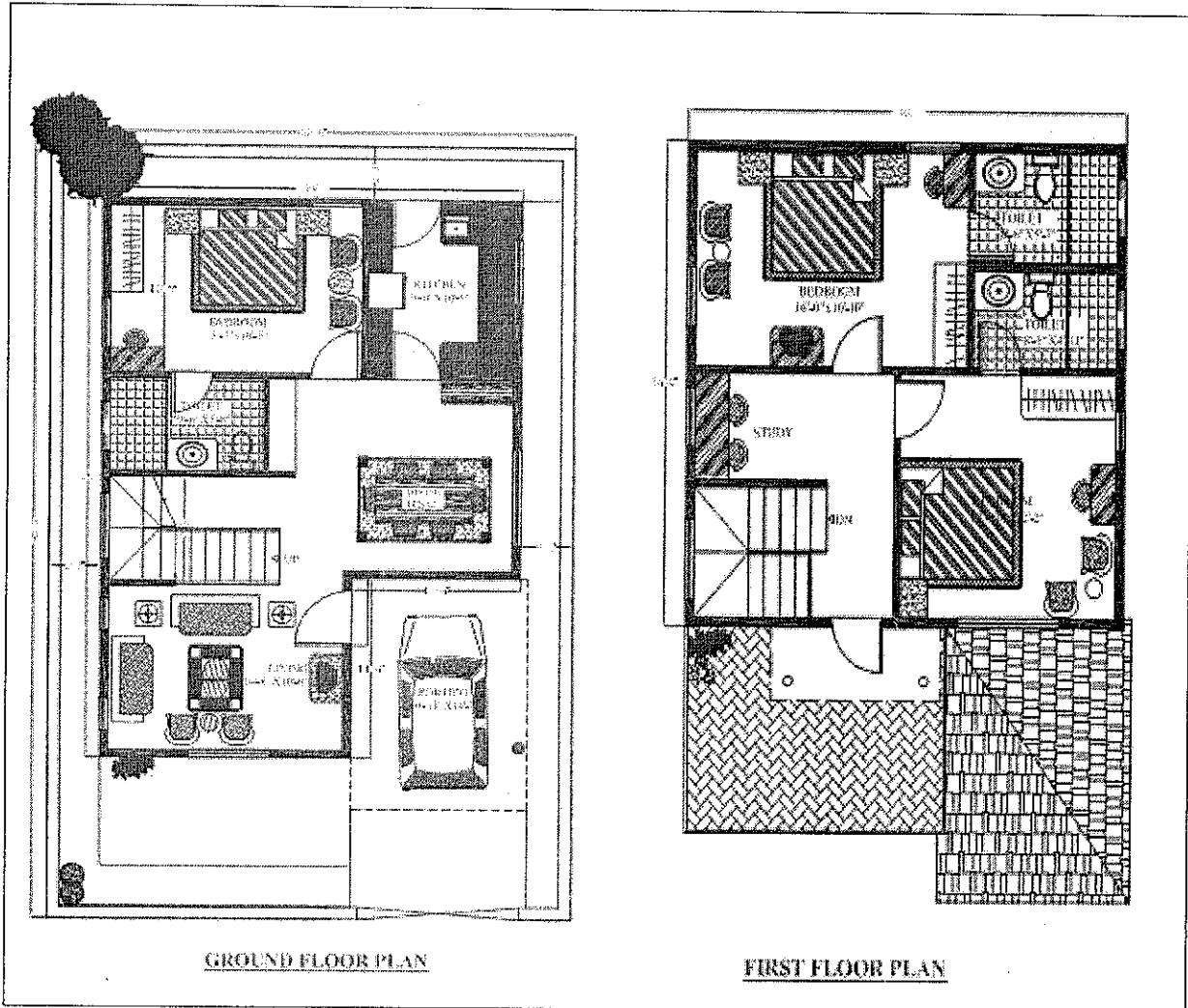


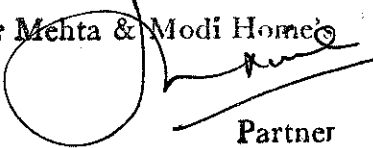
ANNEXURE - II

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 375AD MEASURING 1749 SFT. OF BUILT-UP AREA.

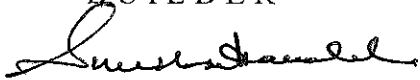


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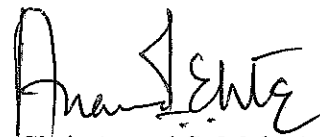


For Mehta & Modi Home's

 Partner

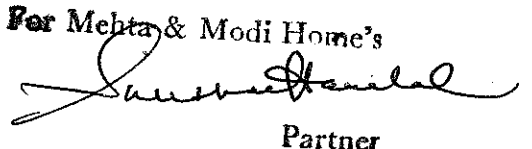
(SOHAM MODI)
 BUILDER



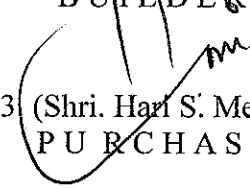
1. (Shri. Suresh U. Mehta)
 PURCHASER



2. (Shri. Anand S. Mehta)
 PURCHASER

For Mehta & Modi Home's

 Partner

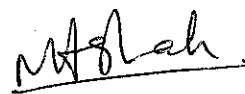
(SURESH U. MEHTA)
 BUILDER

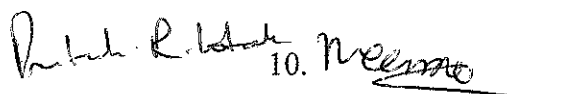


3. (Shri. Hari S. Mehta)
 PURCHASER


OWNERS.

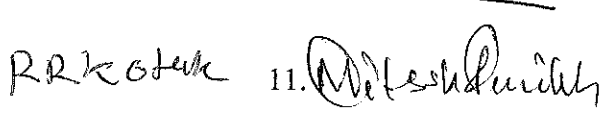
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7. 

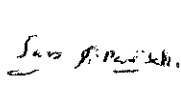
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5. 

8. 

3. 

6. 

9. 

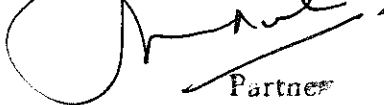
12. 

ANNEXURE - II

SPECIFICATIONS:

Item	Deluxe Bungalow
Structure	RCC
Walls	4"6" solid cement blocks
External painting	Exterior emulsion
Internal painting	Smooth finish with OBD
Roof	Sloping with country tiles
Flooring	Vetrified tiles in all rooms
Door frames	Teak wood
Doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open able windows with grills
Sanitary	Parryware / Hindware or similar make
C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado with designer tiles and bathtub in master bedroom.
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

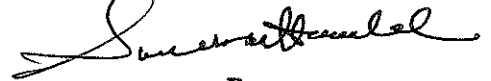
For Mehta & Modi Home's



Partner

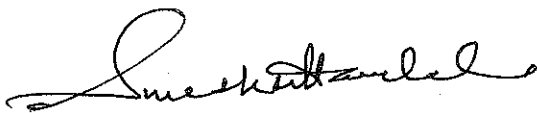
SOHAM MODI
BUILDER

For Mehta & Modi Home's

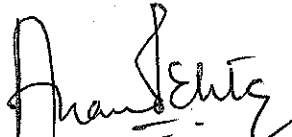


Partner

(SURESH U. MEHTA)
BUILDER



1. (Shri. Suresh U. Mehta)
PURCHASER

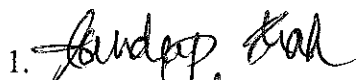


2. (Shri. Anand S. Mehta)
PURCHASER

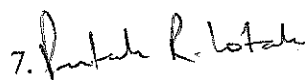


3. (Shri. Hari S. Mehta)
PURCHASER

OWNERS.

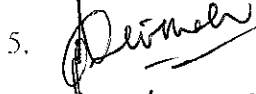
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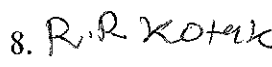
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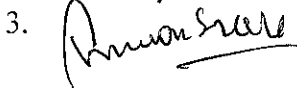
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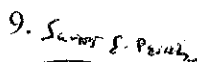
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