

SALE DEED

This Sale Deed is made and executed on this the 14th day of October 2010 at SRO, Uppal, Ranga Reddy District by:

M/s. MEHTA & MODI HOMES, a registered partnership firm having its office at 5 14-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partners Mr. Soham Modi, Son of Sri Satish Modi, aged about 40 years and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 60 years, Occupation: Business, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.)

INFAVOUR OF

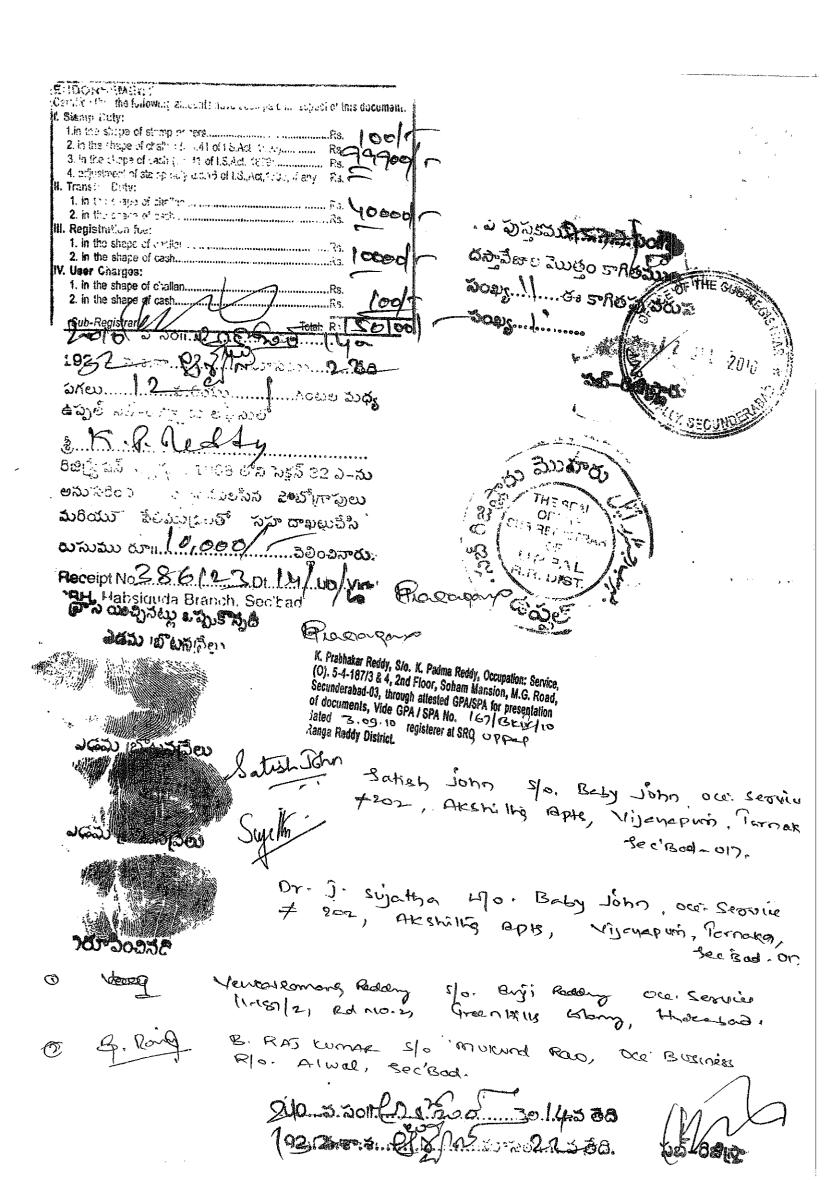
- 1. MR. SATISH JOHN, SON OF MR. BABY JOHN aged about 27 years, Occupation: Service
- 2. DR. J. SUJATHA, WIFE OF MR. BABY JOHN aged about 56 years, Occupation: Service, both are residing at Flat No. 202, Akshitha Apartments, Vijaypuri, Tarnaka Secunderabad 500 017, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

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WHEREAS:

A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

B) Smt. Hetal K. Parekh, Shri Parvesh B Parekh and Shri Piyush J. Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

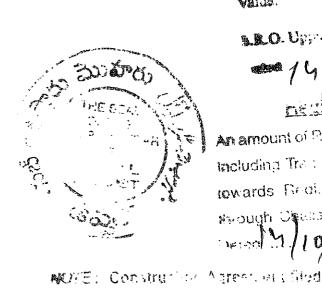
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts

- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal. In pursuance of the said development agreement Ms. Hetal K Parekh, Shri Parvesh B. Parekh and Shri Piyush J. Parekh have executed a GPA in favour of the Developer bearing document no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.

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- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a permit for construction on the Scheduled Land admeasuring about Ac. 8-37.5 Gts., from HUDA / GHMC vide permit no 2698/MP2/Plg./H/2007 dated 23.12.2007 and 09.02.2010. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.
- H) The Vendee is desirous of purchasing a plot of land bearing no. 322 admeasuring 283 sq. yds along with semi-finished construction having a total constructed area of 1749 sft, hereinafter referred to as the Scheduled Property forming part of the Scheduled Land for a consideration of Rs.20,00,000/- (Rupees Twenty Lakhs Only) and the Vendor is desirous of selling the same on the following terms and conditions:

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- 1. The Vendor do hereby convey, transfer and sell the Plot No. 322 admeasuring 283 sq. yds. along with semi-finished construction having a total constructed area of 1749 sft, forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, which is herein after referred to as the Scheduled Property and more particularly described in the schedule and the plan annexed to this Sale Deed in favour of the Vendee for a consideration of Rs.20,00,000/-(Rupees Twenty Lakhs Only) for being Housing Loan issued by RACPC, SBI Zonal Office, Secunderabad. The Vendor hereby admit and acknowledge the receipt of the said consideration.
- 2. The Vendor hereby covenant that Scheduled Proptery is the absolute property belonging to it by virtue of various registered sale deeds referred to herein in the preamble of this Sale Deed and has absolute right, title or interest in respect of the Scheduled Property.
- 3. The Vendor further covenant that the Schedule Property is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby give warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Property it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Vendee being put to any loss on account of any claims on the Scheduled Property, the Vendors shall indemnify the Vendee fully for such losses.
- 4. The Vendor have this day delivered vacant peaceful possession of Scheduled Property to the Vendee.
- 5. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Property unto and in favour of the Vendee in the concerned departments.

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- 6. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Property payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
- 7. Stamp duty and Registration amount of Rs. 1,50,000/- is paid by way of challan No. 386124, dated 14.10.2010, drawn on State Bank of Hyderabad, Habsiguda Branch, Ranga Reddy District.

SCHEDULED PROPERTY

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 322 admeasuring about 283 sq. yds, along with semi-finished construction having a total constructed area of 1749 sft, in the project known as "Silver Oak Bungalows-Phase III" forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

North	Plot No. 321	
South	Plot No. 323	
East	30' wide road	
West	Open land (Sy. no. 34)	

IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

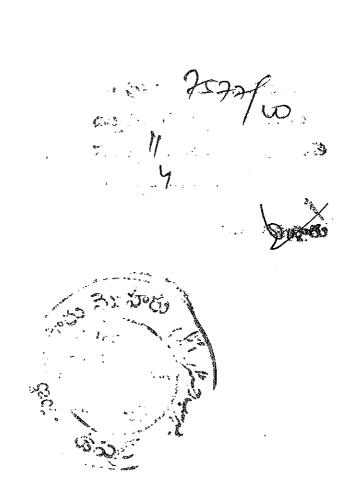
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(Soham Modi) VENDOR

VENDÈE



ANNEXTURE-1-A

1. Description of the Building : ALL THAT PIECE AND PARCEL OF LAND bearing

Plot No. 322 in the project known as "SILVER OAK BUNGALOWS PHASE-III" forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally

Village, Ghatkesar Mandal, Ranga Reddy District

(a) Nature of the roof

: R. C. C. (G+1)

(b) Type of Structure

: Framed Structure

2. Age of the Building

: Under Construction

3. Total Extent of Site

: 283 sq. yds.

4. Built up area Particulars:

a) Portico & Terrance Area

: 319 Sft

b) In the Ground Floor

: 793 Sft

c) In the First Floor

: 637 Sft

Total Built up Area:

1749 Sft

5. Annual Rental Value

6. Municipal Taxes per Annum

7. Executant's Estimate of the MV of the Building

: Rs. 20,00,000/-

Date: 14.10.2010

Signature of the Executants

CERTIFICATE

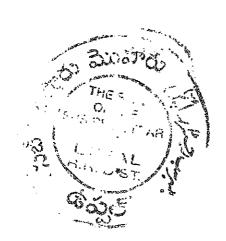
I do hereby declare that what is stated above is true to the best of my knowledge and belief.

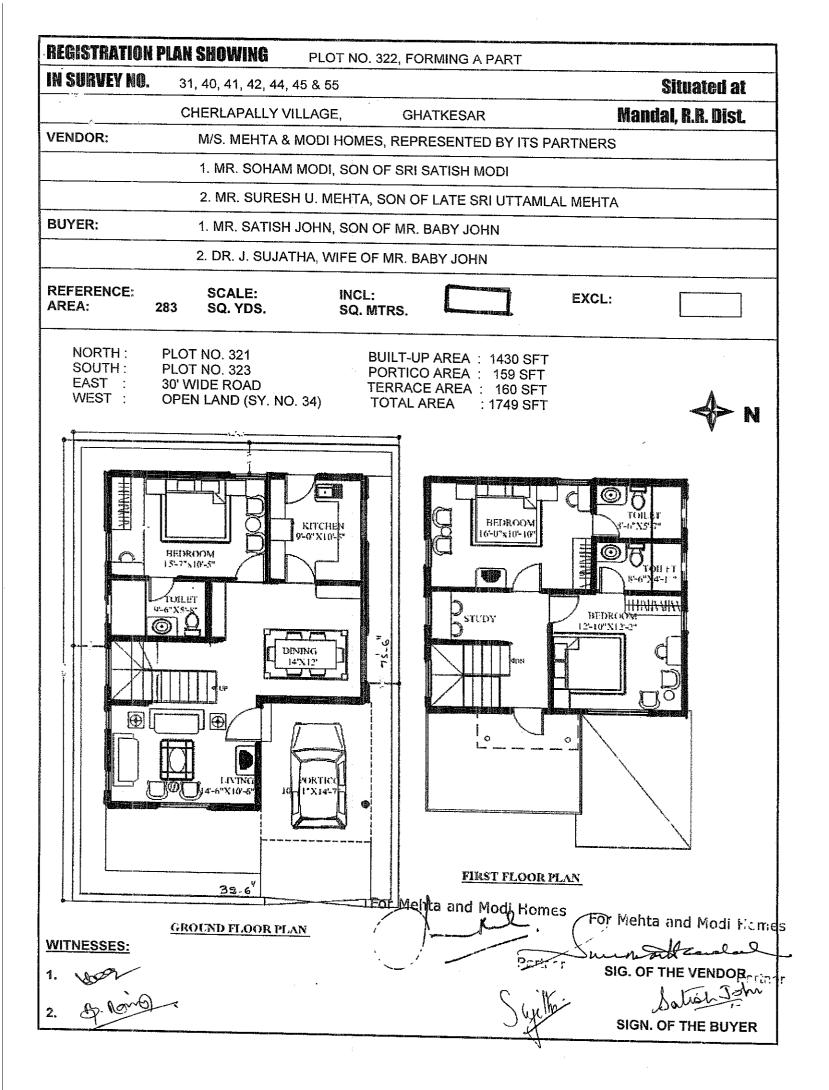
Date: 14.10.2010

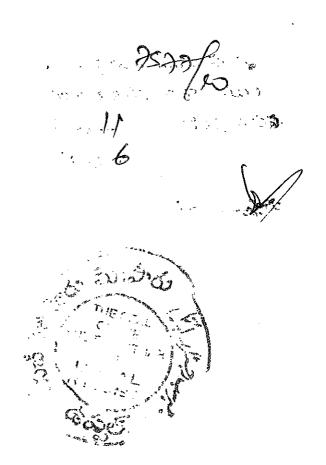
Signature of the Executants

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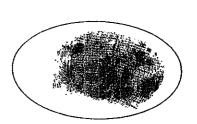
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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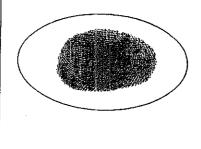
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SIGNATURE OF WITNESSES:

1. 2008











NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER

VENDOR:

M/S. MEHTA & MODI HOMES HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS

- 1. MR. SOHAM MODI S/O. MR. SATISH MODI
- 2. MR. SURESH U. MEHTA S/O. LATE UTTAMLAL MEHTA (O). 5-4-187/3 & 4, II FLOOR SOHAM MANSIOM, M. G. ROAD SECUNDERABAD - 500 003

GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 167/BKIV/2010, Dated: 3.09.2010

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003.

BUYERS:

- 1. MR. SATISH JOHN S/O. MR. BABY JOHN R/O. FLAT NO. 202 AKSHITHA APARTMENTS VIJAYPURI, TARNAKA SECUNDERABAD - 500 017.
- DR. J. SUJATHA
 W/IO. MR. BABY JOHN
 R/O. FLAT NO. 202
 AKSHITHA APARTMENTS
 VIJAYPURI, TARNAKA
 SECUNDERABAD 500 017

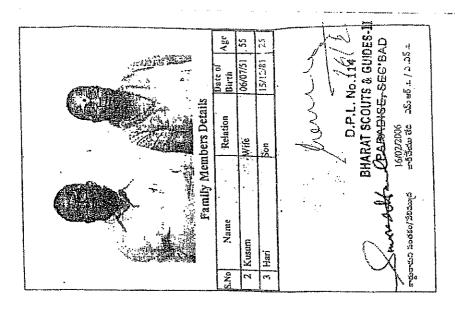
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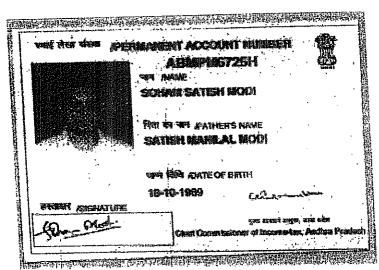
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भारत सरकार GOVT. OF INDIA

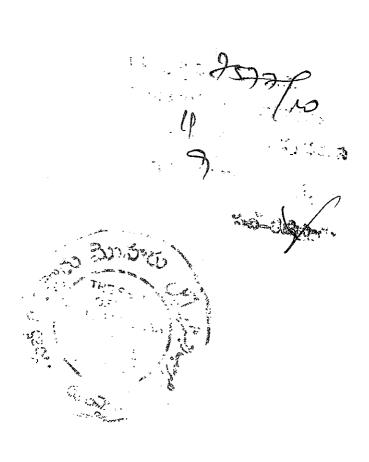
SATISH JOHN

BABY JOHN

14/05/1983 Fermanent Account Number AINPJ3679D

Signature Signature

Satish John



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ELECTION COMMISSION OF INDIA IDENTITY CARD

CVG4963377



ఓటరు ప్రు: డౌజోనుజాతా

Elector's Name : OR J SUJATHA

భర్తపేరు: బోబీ:కొన

Husband's Name .BABY JOHN

చిరునావూ :

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Address

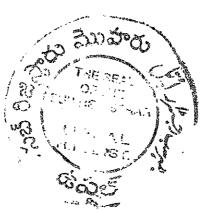
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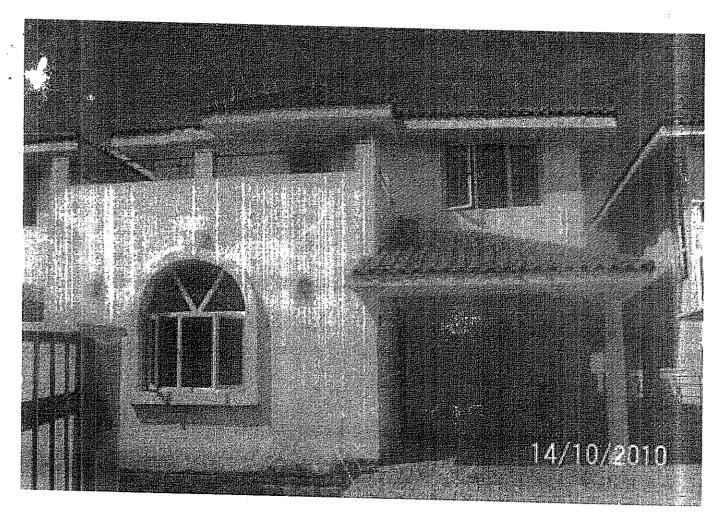
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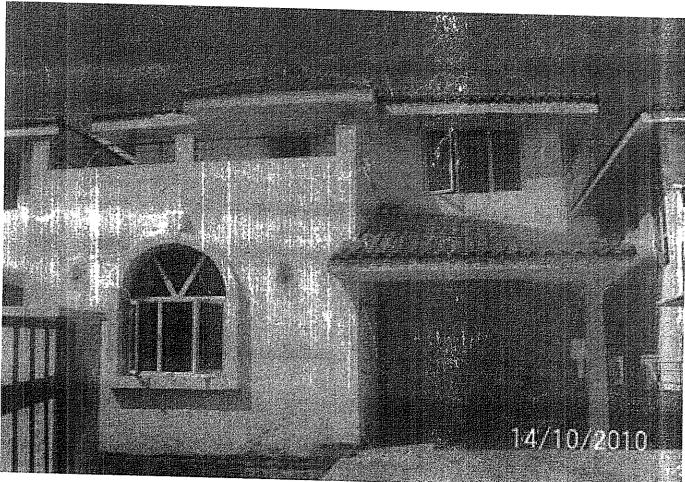
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Date: 11/05/2008

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- 20. The Buyer shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the Silver Oak Bungalows Project and shall abide by its rules framed from time to time. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association. The Buyer undertakes to pay regularly the subscription and also his contribution of the expenses as the society / association intimates him from time to time. Until the society / association is formed the Vendee shall pay to the Builder such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Builder.
- 21. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
- 22. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 10% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said bungalow to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 23. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the bungalow. However, even if such conditions are not laid down expressively by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.
- 24. That the Buyer or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows. (d) Store any explosives, combustible materials or any other materials prohibited under law.

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- It is mutually agreed upon by the parties hereto that all the terms and conditions 25. contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
- In case of any dispute between the parties, the matter shall be resolved by arbitration 26. 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.
- Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring 27. in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
- In the event of any changes in the terms and conditions contained herein, the same 28. shall be reduced to writing and shall be signed by all the parties.

SCHEDULED PROPERTY

a) ALL THAT PIECE AND PARCEL OF LAND bearing a plot of land bearing no. 322 admeasuring 283 sq. yds along with semi-finished construction having a total constructed area of 1749 sft forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B and bounded on:

North	Plot No. 321
South	Plot No. 323
East	30' wide road
West	Sy.No.34(Open land)

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

(Soham Modi) BUILDER

Former and Modificines

(Suresh U. Mehta) BUILDER

<u>ANNEXURE – A</u>

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	Marble slabs in all rooms
Door frames	Teak wood
Doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches
Windows	Powder coated aluminum 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 and Modi Homes

(SOHAM MODI) BUILDER For Mexiconno Modi Homes

Partner

(SURESH U. MEHTA) BUILDER

BUYER

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