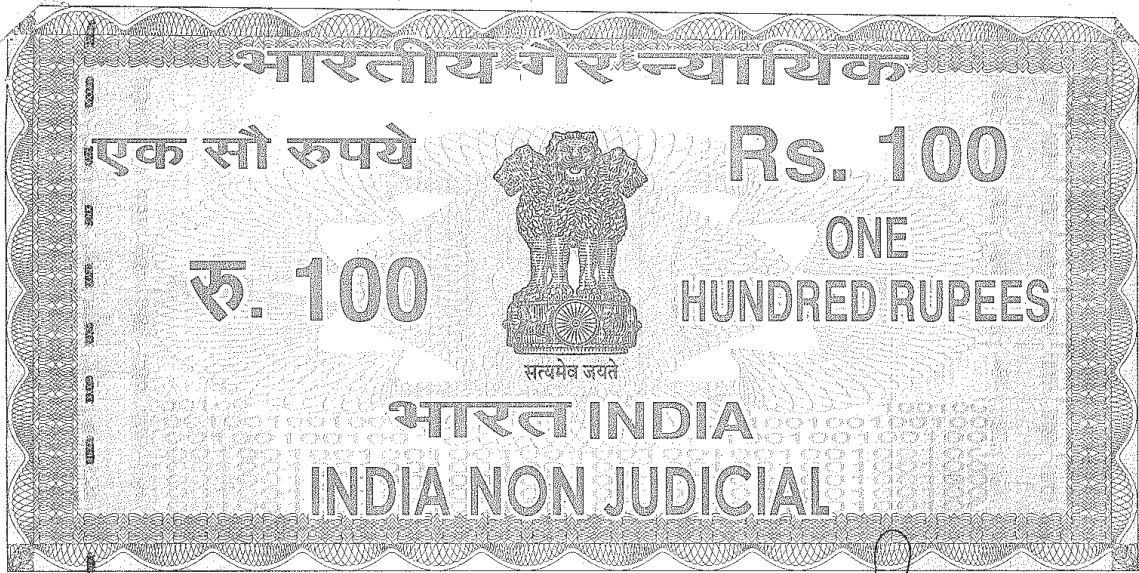




తెలంగాణ తేలంగానా TELANGANA

S.No. 5432 Date: 16-05-2015

Sold to: RAMESH

S/o. NARSING RAO

For Whom: MEHTA & MODI HOMES.

AGREEMENT OF SALE

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-029/2015

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

A 209655

This Agreement of Sale is made and executed on this the 27<sup>th</sup> day of July 2015 at Secunderabad by and between:

1. Shri. Sandeep Shah, S/o. Dr. L.G. Rohit, aged 56 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 85 years, Occupation: Business, R/o. 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad - 500 034.
3. Shri. Amar V. Shah, S/o. Shri. V. N. Shah, aged 55 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 48 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 54 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 50 years, Occupation: Housewife, R/o. 'SHUBHAM' plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad - 500 009.

*Sandeep Shah* *Dr. L.G. Rohit* *Amar V. Shah* *Meera A. Shah* *Ajit V. Shah* *Meeta A. Shah*  
*Meeta A. Shah* *Smt. Meera A. Shah* *Narsing Rao* *Mitesh Kumar* *Hansraj*  
*Anand Mehta* *Sansritha Mehta* *1/1* *Partner* *Dr. L.G. Rohit*

7. Smt. Saroj. S. Parikh, Wife of Late Shri. Shashikanth S. Parikh aged 51 years, Occupation Housewife, R/o. 1-10-98/6, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
8. Smt. Neema B. Parikh, Wife of Shri. Bhavesh S. Parikh aged about 37 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
9. Shri. Mitesh K. Parikh, Son of Krishna Kant S. Parikh, aged about 26 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
10. Shri. Harsh J. Baldev, Son of Jitendra Baldev, aged about 24 years, resident of 124, Jeera, Secunderabad. Hereinafter referred to as the "Vendors" and severally as Vendor no.1, Vendor no.2, Vendor no.3, Vendor no.4, Vendor no.5, Vendor no.6, Vendor no.7, Vendor no.8, Vendor no.9 and Vendor no.10 respectively.

AND

M/s. MEHTA & MODI HOMES, a partnership firm having its 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 45 years, Occupation: Business hereinafter referred to as the 'Builder'

AND

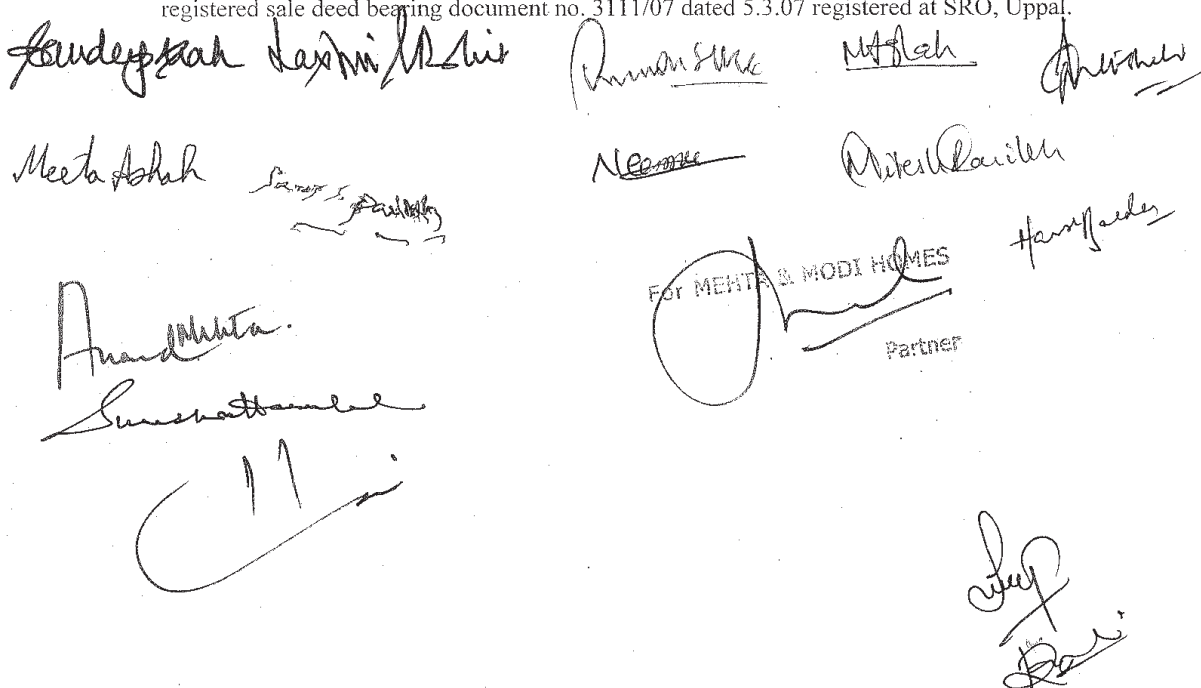
1. Shri. Suresh U. Mehta, son of Late Uttamlal Mehta, aged about 65 years, Occupation: Business, resident of No.2-3-577, Uttam Towers, D. V. Colony, Minister Road, Secunderabad – 500 003
2. Shri. Anand S. Mehta, son of Shri. Suresh U. Mehta, aged about 40 years, Occupation: Business, resident of No.1-8-32/21, Minister Road, Bapu Bagh Colony, Secunderabad – 500 003.
3. Shri. Hari S. Mehta, son of Shri. Suresh U. Mehta, aged about 37 years, Occupation: Business, resident of No.2-3-577, Uttam Towers, D. V. Colony, Minister Road, Secunderabad – 500 003., hereinafter jointly referred to as Consenting Parties and severally referred to as Consenting Party No.1, Consenting Party No.2 and Consenting Party No.3 respectively

AND

Mrs. Swapna Nidugurthi, wife of Mr. Rakesh Nasalwai aged about 28 years, Mr. Rakesh Nasalwai, son of Mr. Madhusudhan Rao aged about 30 years, both are residing at Flat No. 26, H. No. 10-1-109/1, Prathibha Nivas, Trimurthy Colony, Saroor Nagar Hyderabad - 500 035, hereinafter referred to as the 'Vendee'. The terms Vendors and Vendee shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

WHEREAS:

- A) The Vendors herein were 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.


  
 The block contains numerous handwritten signatures. At the top, there are signatures for Smt. Saroj. S. Parikh, Smt. Neema B. Parikh, Shri. Mitesh K. Parikh, and Shri. Harsh J. Baldev. Below these are signatures for the consenting parties: Shri. Suresh U. Mehta, Shri. Anand S. Mehta, and Shri. Hari S. Mehta. There are also signatures for the builder, M/s. MEHTA & MODI HOMES, with a circular stamp that reads "FOR MEHTA & MODI HOMES" and "Partner". At the bottom right, there is a signature for the vendee, Mrs. Swapna Nidugurthi.



- I) The Vendors along with Shri. Pritesh Rajesh. Kotak and Smt. Rashmi R. Kotak have entered into a Supplementary Agreement dated 28.06.2012 with the Developer wherein Shri. Pritesh Rajesh. Kotak and Smt. Rashmi R. Kotak have relinquished their share in the Scheduled Land along with their rights under the said Development Agreement infavour of third parties. A further understanding was reached between the Vendors and Developer wherein the Vendors became owners of 11 villas bearing nos. 11, 29 to 33 and 37 to 41 along with the land and construction thereon and the balance villas fell to the Developer's share. In pursuance of the said Supplementary Agreement an additional General Power of Attorney was executed infavour of the Developer vide document no. 12150/12 dated 22.09.2012 registered at SRO, Uppal for villa nos. 3, 4 and 5.
- J) By virtue of the above documents, the Developer / Vendor have absolute rights to develop the Scheduled Land and they are absolutely entitled to sell their share of plots/villas/houses.
- K) The Builder and Consenting Parties at the request of the Vendor and Vendee are joining in execution of this agreement so as to assure perfect legal title in favour of the Vendee and to avoid in future any litigations
- L) The proposed project of development on the entire Scheduled Land is styled as 'Villas at Silver Creek'.
- M) The Vendor / Developer 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 Developer and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- N) The Vendor / Developer in the scheme of the development of Villas at Silver Creek has planned that the prospective Vendees shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent villa constructed thereon. For this purpose and for enabling the Vendee to obtain a housing loan by providing a title deed for the purposes of mortgage, the Vendor and the Vendee are required to enter into two separate agreements, one with respect to the sale of land and the other with respect to the construction of the villa. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Developer may execute a Sale Deed in favour of the Vendee before commencing or during construction of the villa.
- O) The Developer and the Vendors have absolute rights to develop and sell their respective share of plots / bungalows in the Scheduled Land by virtue of the above referred documents, deeds and agreements. The Developer and Vendors shall be entitled to sell their share of plots / bungalows to any prospective purchaser without reference to each other.
- P) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 33 and also about the capacity, competence and ability of the Vendor / Developer to construct the villa thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Villas at Silver Creek. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.

*Handwritten signature: Sundeep Khar*

*Handwritten signature: Meeta Ashok*

*Handwritten signature: Anand Kumar*

*Handwritten signature: Anand Kumar*

*Handwritten signature: Meeta Ashok*

*Handwritten signature: Anand Kumar*

*Handwritten signature: Neelam*

*Handwritten signature: Meeta Ashok*

For MEHTA & MODI HOMES

*Handwritten signature: Partner*

*Handwritten signature: Sundeep Khar*

- Q) The Vendee is desirous of purchasing a plot of land together with a villa to be constructed thereon as detailed below in the project, Villas at Silver Creek and the Vendor is desirous of selling the same.

| Plot No. | Extent of land | Type of Villa | Built-up Area | Portico Area | Terrace Area | Total Area |
|----------|----------------|---------------|---------------|--------------|--------------|------------|
| 33       | 173 Sq. yds.   | Deluxe        | 1620 sft      | 136 sft      | 93 sft       | 1849 sft   |

- R) The Vendee has made a provisional booking vide booking form no. 1207 dated 26<sup>th</sup> July 2015 for the above referred villa and has paid a booking amount of Rs. 25,000/- to the Vendor.
- S) 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. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 173 sq. yds. bearing plot no. 33 at Villas at Silver Creek situated at Sy. No. 74 & 75, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a Deluxe villa to be constructed/already constructed/under construction thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the villa to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 50,47,000/- (Rupees Fifty Lakhs Forty Seven Thousand Only). The breakup of the total consideration is as under:

| Sl. No. | Description                                                                           | Amount          |
|---------|---------------------------------------------------------------------------------------|-----------------|
| A.      | Towards sale of land                                                                  | Rs. 37,86,000/- |
| B.      | Towards cost of construction, water & electricity Connection and for other amenities. | Rs. 12,61,000/- |
| C.      | Total sale consideration (A+B)                                                        | Rs. 50,47,000/- |

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor. The installments received will be appropriated first towards the consideration for sale of land.

| Date       | Mode of Payment | Amount   |
|------------|-----------------|----------|
| 27.07.2015 | 992881          | 25,000/- |

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 50,22,000 to the Vendor as under:

| Installment | Due date for payment                                                            | Amount      |
|-------------|---------------------------------------------------------------------------------|-------------|
| I           | 27.07.2015                                                                      | 2,00,000/-  |
| II          | 27.08.2015                                                                      | 7,57,000/-  |
| III         | 15.09.2015                                                                      | 30,70,000/- |
| IV          | On completion of flooring, doors, windows, bathroom tiles and 1st coat of paint | 7,95,000/-  |
| V           | On Completion                                                                   | 2,00,000/-  |

*Handwritten signature: Kundergiah Jayaraj*

*Handwritten signature: Anand*

*Handwritten signature: Mohan*

*Handwritten signature: Anand*

*Handwritten signature: Meeta*

*Handwritten signature: Gang Ranga*

*Handwritten signature: Nema*

*Handwritten signature: Anand*

*Handwritten signature: Gang Ranga*

*Handwritten signature: Anand*

*Handwritten signature: Gang Ranga*

*Handwritten signature: Gang Ranga*

For MINTA & MODI HOMES  
Partner

*Handwritten signature: Gang Ranga*

4. The Vendors have amongst themselves agreed to divide the consideration from sale of the said villas in the ratio given below. However the division of consideration amongst the Vendors is an internal matter and payment of consideration to one or more of the Vendors shall be deemed to be payment made to all the Vendors collectively. The Vendors shall not raise any objection on this count hereafter.

|                       |   |                                    |
|-----------------------|---|------------------------------------|
| Vendor no. 1 and 2    | : | 25% equally                        |
| Vendor no. 3 to 6     | : | 25% equally                        |
| Vendor no. 7, 8 and 9 | : | 8.75%, 8.75% and 7.5% respectively |
| Vendor no. 10         | : | 25%                                |

5. That the Vendee shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Vendee shall pay such installments on or before the due dates.
6. In case the Scheduled Property is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Property, notwithstanding the installments and due dates mentioned above.
7. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Vendee. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
8. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for whatsoever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.
9. That for the purposes of creating a charge in favour of the bank / financial institutions on the villa being constructed so as to enable the Vendee to avail housing loan, the Vendor will execute a sale deed in favour of the Vendee for the plot of land. In the event of execution of sale deed before the villa is fully completed, the Vendee shall be required to enter into a separate agreement of construction with the Vendor for completing the unfinished villa and the Vendee shall not raise any objection for execution of such an agreement.
10. That in the event the Vendee is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Schedule Property and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Vendee for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Vendee and the consequence as regards default in payments as contained under this Agreement shall become operative.
11. That any time given to the Vendee for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Vendee other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.

*Handwritten signatures and stamps:*

- Handwritten signatures: *Handwritten signatures of vendors and vendee.*
- Stamp: *For MENTA & MODI HOMES*
- Text: *Partner*

12. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:

- a) In case of failure of the Vendee to obtain housing loan within 15 days of this agreement, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-
- b) In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
- c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed total sale consideration.

13. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Vendee and the Vendor need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.

14. The Vendor shall be entitled to re-allot / sell the said Scheduled Property thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Vendee to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Vendee shall have no say in or to object to the same.

15. That the Vendee has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Vendee shall not hereafter, raise any objection on this count. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc. and they along with the Owners confirm that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Vendee only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Property.

16. That the Vendor will execute and register sale deed and / or agreement of construction in favour of the Vendee only after receipt of 40% of the total sale consideration given above.

17. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.

*Handwritten signatures:* Sandeep Kishan Laxmi Mohi, Ramesh Singh, Mohan, Arjun

*Handwritten signature:* Meeta Abhak

*Handwritten signature:* Neema

*Handwritten signature:* Mitesh Paritkar Hangalder

*Handwritten signature:* Sagar P. Singh

For MEHTA & MODI HOMES  
*Handwritten signature:*  
Partner

*Handwritten signature:* Anand Mehta

*Handwritten signature:* Suresh Mehta

*Handwritten signature:* 11

*Handwritten signature:* Sagar P. Singh



ANNEXURE - A

SPECIFICATIONS:

| Item              | Semi-Deluxe Villa                                                                                                                                             | Deluxe Villa                                                                                                                                                  |
|-------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Structure         | RCC                                                                                                                                                           | RCC                                                                                                                                                           |
| Walls             | 4"/6" solid cement blocks                                                                                                                                     | 4"/6" solid cement blocks                                                                                                                                     |
| Exterior painting | Exterior emulsion                                                                                                                                             | Exterior emulsion                                                                                                                                             |
| Interior painting | Smooth finish with OBD                                                                                                                                        | Smooth finish with OBD                                                                                                                                        |
| Flooring          | Ceramic Tiles                                                                                                                                                 | Branded Vitrified tiles                                                                                                                                       |
| Door frames       | Sal wood                                                                                                                                                      | Teak wood                                                                                                                                                     |
| Doors             | Main door - Panel and<br>Other doors - Flush doors                                                                                                            | Panel doors with branded hardware                                                                                                                             |
| Electrical        | Copper wiring with modular<br>switches                                                                                                                        | Copper wiring with modular switches                                                                                                                           |
| Windows           | Powder coated aluminum or<br>UPVC openable/sliding windows<br>with grills                                                                                     | Powder coated aluminum or UPVC<br>openable windows with grills                                                                                                |
| Sanitary          | Parryware / Hindware or similar<br>make                                                                                                                       | Parryware / Hindware or similar make                                                                                                                          |
| C P fittings      | Branded C P fittings                                                                                                                                          | Branded ceramic disk quarter turn C P<br>fittings                                                                                                             |
| Staircase railing | MS railing with MS banister                                                                                                                                   | MS railing with wooden banister                                                                                                                               |
| Kitchen platform  | Granite slab, 2 ft dado, SS sink                                                                                                                              | Granite slab, 2 ft dado, SS sink                                                                                                                              |
| Plumbing          | GI & PVC pipes.<br>Provision for solar heater                                                                                                                 | GI & PVC pipes. Provision for solar<br>heater. Pressure booster pump for first<br>floor bathrooms.                                                            |
| Bathrooms         | 7' dado                                                                                                                                                       | 7' dado with designer tiles and bathtub<br>in master bedroom.                                                                                                 |
| Water supply      | 24 hrs water supply through<br>community tank with 2,000 lts.<br>Individual overhead tank in each<br>Villa. Separate drinking water<br>connection in kitchen. | 24 hrs water supply through<br>community tank with 2,000 lts.<br>Individual overhead tank in each Villa.<br>Separate drinking water connection in<br>kitchen. |

Note:

1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. Specifications / plans subject to change without prior notice.

*Sandeep Khar* *Varun Khar* *Anurag Khar* *Neelam* *Meeta Ashah* *Mitesh Khar* *Harshvardhan*

*Meeta Ashah*

*Neelam*

*Mitesh Khar*

*Harshvardhan*

*Anurag Khar*

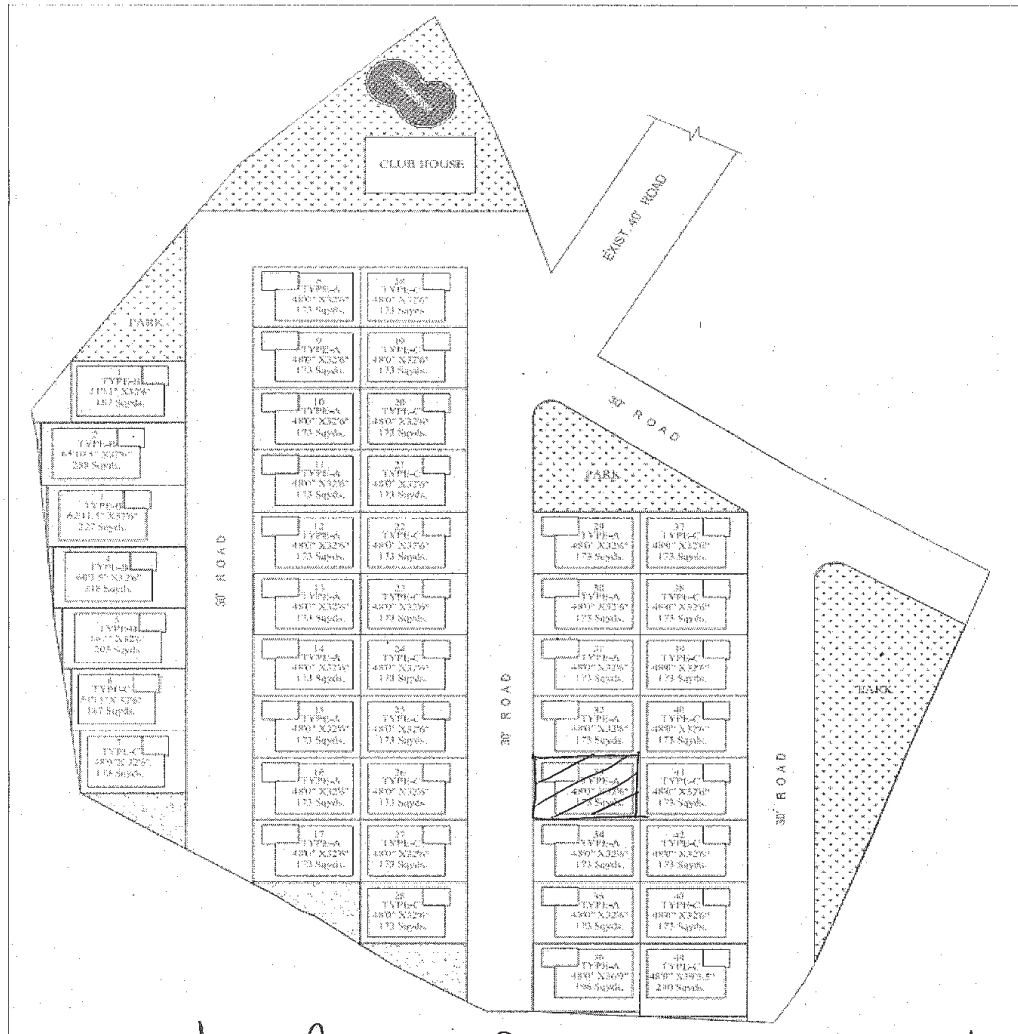
*Sandeep Khar*  
*11*

For MEHTA & MODI HOMES  
*[Signature]*  
Partner

*[Signature]*  
VENDEE

# ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 33 ADMEASURING ABOUT 173 SQ.YDS. (MARKED IN RED) FORMING A PART OF SURVEY NO. 74 & 75 SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.



*Sunderam Lakshmi Reddy*

*Meeta Lakshmi*

*Sri J. Prakash*

*Anand Suresh*

*Neelima*

*Mishra*

*Mishra Parthiv*

*Anand Meeta*  
*Suresh Lakshmi*  
*11/11*

FOR MEETA & MODI HOMES  
*[Signature]*

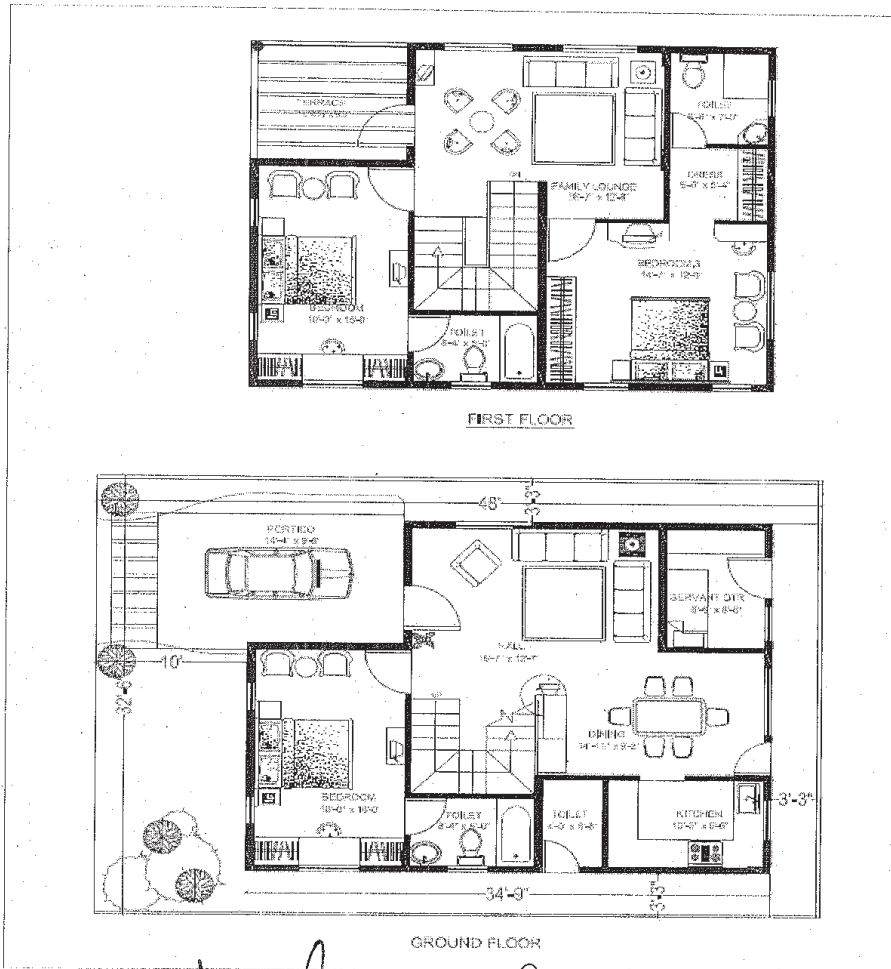
Partner

*[Signature]*  
VENDEE

# ANNEXURE - B

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 33 ADMEASURING 1849 SFT. OF BUILT-UP AREA.

N



*Surdeep Singh* *Surdeep Singh*

*Surdeep Singh* *Meeta Ahluwalia*

*Meeta Ahluwalia*

*Neema*

*Meeta Ahluwalia*

*Harshad*

FOR MEHTA & MODI HOMES

Partner

*Anand Mehta* *Surdeep Singh*

*Surdeep Singh*

VENDEE

*11/11*