



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AM 975660

No. 73899 Date 05/12/2011

Sold to Ramach

S/o. D/o. W/o. Natchu

For Whom all modis & modi Homes

K. SATISH KUMAR

Licensed Stamp Vendor

LIC.No.15-18-013/2000

REN.No.15-18-016/2009

H.No.5-2-30, Premavahigat (V),

Rajendranagar Mandal,

Ranga Reddy District,

Ph.No.9849355156

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 5th Dec' 2011 at Secunderabad by and between.

M/S. MEHTA & MODI HOMES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 41 years, Occupation: Business and Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 61 years, Occupation: Business hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.)

AND

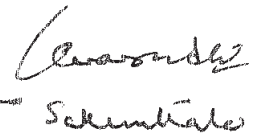
1. Mr. Vasudev Chivukula, Son of Mr. Sri Subramanyam, aged about 45 years, Occupation: Service
2. Mrs. C. V. Sakunthala, wife of, Mr. Vasudev Chivukula, aged about 42 years, Occupation: Housewife, both are residing at H. No. 1-3-29/8, Flat No. S-1, Nikhil Villa, Nandanvan Colony, Street No. 4, Habsiguda, Hyderabad - 500 007, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner


Sakunthala

FOR MEHTA & MODI HOMES

Partner

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 Ms. 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.
- 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 vide permit no 2698/MP2/Plg./H/2007 dated 23.12.2007 and 09.02.2010 and from GHMC vide permit no. B/303/CCP/TPS/GHMC/10 dated 28.06.2010. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner

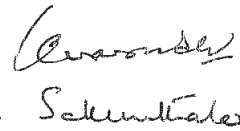
- H) The Vendor has purchased about Ac. 6-05 Gts., forming a part of Sy. No. 35 to 39 of Cherlapally Village, and has already developed into 76 independent bungalows along with amenities like club house, swimming pool, tennis court, badminton courts, landscape garden, childrens park, back-up generator, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-I. The Vendor has further purchased about Ac. 6-10 Gts., forming a part of Sy. No. 291 of Cherlapally Village, and is developing the same into 68 independent bungalows along with amenities like amphitheatre, childrens park, roads, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-II.
- I) The Vendor proposes to develop the Scheduled Land by constructing about 103 Independent Bungalows of similar size, similar elevation, same colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The Vendor proposes to share the common amenities between Silver Oak Bungalows (Phase-I), Silver Oak Bungalows (Phase-II) and Silver Oak Bungalows (Phase-III) amongst the owners of the Bungalows in each Phase. The proposed bungalows will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- J) The Vendor in the scheme of the development project of Silver Oak Bungalows (Phase-III) has planned that the prospective buyers shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon. For this purpose, the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the bungalow. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the bungalow.
- K) 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. 369 and also about the capacity, competence and ability of the Vendor to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows (Phase-III).
- L) The Vendee is desirous of purchasing a plot of land together with a bungalow to be constructed thereon as detailed below in the project – Silver Oak Bungalows (Phase-III) and the Vendor is desirous of selling the same:
- | Plot No. | Extent of land | Type of Bungalow | Built-up Area | Portico Area | Terrace Area | Total Area |
|----------|----------------|------------------|---------------|--------------|--------------|------------|
| 369 | 174 Sq. yds. | Deluxe | 1650 sft | 180 sft | 53 sft | 1883 sft |
- M) The Vendee has made a provisional booking vide booking form no. 3175 dated 28.11.2011 for the above referred bungalow and has paid a booking amount of Rs. 25,000/- to the Vendor.
- N) 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.

For MEHTA & MOULI HOMES


Partner

For MEHTA & MOULI HOMES


Partner


Partner

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 174 sq. yds. bearing plot no. 369 in Silver Oak Bungalows (Phase-III) situated at Sy. No. 31, 40(P), 41(P), 42, 44, 45 & 55, Cherlapally Village, Ghatkesar Mandal, R. R. District together with a deluxe bungalow to be constructed 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 bungalow to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 47,00,000/- (Rupees Forty Seven Lakhs Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 6,96,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs. 11,84,000/-
C.	Total towards land cost (A+B)	Rs. 18,80,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 28,20,000/-
E.	Total sale consideration (C+D)	Rs. 47,00,000/-

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.

Date	Mode of Payment	Amount
28.11.2011	Cheque no.	Rs. 25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 46,75,000/- to the Vendor as under:

Installment	Due date for payment	Amount
I.	13.12.2011	2,00,000/-
II.	12.01.2012	4,75,000/-
III.	27.01.2012	22,80,000/-
IV.	26.02.2012	5,70,000/-
V.	Balance Housing loan amount to be paid on completion of flooring, windows, bathroom tiles and 1 st coat of paint	9,50,000/-
VI.	On Completion	2,00,000/-

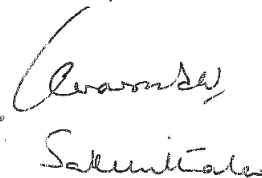
4. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
5. That the Vendee at his discretion and cost may avail housing 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 what so ever 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.

For MENTA & MODI HOMES


Partner

For MENTA & MODI HOMES


Partner

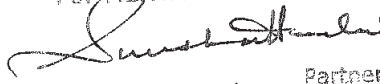

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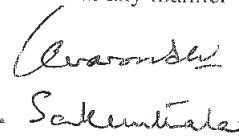
6. That in case of delay in the payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
 - a) In case of failure of the Vendee to obtain housing loan within 7 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 15 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 10% of the agreed total sale consideration.
7. 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 are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage/ costs.
8. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I, II and III installments aggregating to Rs. 29,55,000/-.
9. 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, agreement for development charges, 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.
10. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.
11. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the bungalow thereon and for providing other amenities which are part and parcel of the Silver Oak Bungalows (Phase-III) Project. The Vendor shall re-deliver the possession of the completed bungalow together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
12. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before 01.05.2012 with a further grace period of 6 months.
13. That the Vendee shall enter into a separate agreement with the Vendor for construction of the bungalow as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.
14. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner

For MENTA & MODI HOMES


Partner

For MENTA & MODI HOMES

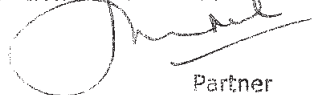

Partner


Sakuntala

the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed bungalow in the Scheduled Plot.

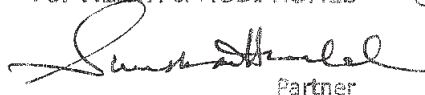
15. That the name of the project which is styled by the Vendor as Silver Oak Bungalows (Phase-III) shall always be called as such and shall not be changed.
16. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows (Phase-III) shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
17. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
18. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows (Phase-III) project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Vendor. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
19. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the Silver Oak Bungalows (Phase-III) project and in respect to the Scheduled Property and also the adjoining areas.
20. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.
21. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Vendee make any additions or alterations in the bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows (Phase-III) Project.
22. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows (Phase-III) Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor 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 Vendor.

For MEHTA & MODI HOMES

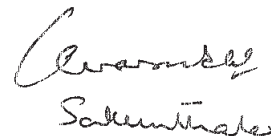


Partner

For MEHTA & MODI HOMES



Partner



Partner

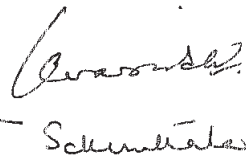
23. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow (Phase-III). To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. not 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 (Phase-III) (d) Store any explosives, combustible materials or any other materials prohibited under any law.
24. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
25. 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.
26. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.
27. 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.

For MEHTA & NODI HOMES


Partner

For MEHTA & NODI HOMES


Partner


Schumacher

SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND ^{SILVER OAK BUNGALOWS (phase-III)} bearing Plot No. 369 admeasuring about 174 sq. yds. of Sy. No. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	TOT-LOT-K
South	Plot No. 370
East	Plot No. 372
West	30" Wide Road

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1883 sq. ft. of built-up area to be constructed on the above said plot no. 369 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

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

WITNESS:

1.

For MEHTA & MODI HOMES



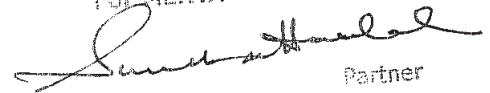
Partner

(Soham Modi)

VENDOR

2.

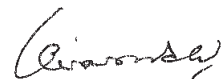
For MEHTA & MODI HOMES



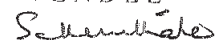
Partner

(Suresh U. Mehta)

VENDOR



VENDEE



ANNEXURE-I

SILVEROAK Bungalows (phase III)

Partner

PLAN SHOWING PLOT BEARING NO. 369 ADMEASURING ABOUT 174 SQ.YDS., (MARKED IN RED) FORMING A PART OF SURVEY NO. SY. NO. 31, 40(P), 41(P), 42, 44, 45 & 55 SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.

N



For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

(Signature)
Partner

(SOHAM MODI)
VENDOR

For MEHTA & MODI HOMES

(Signature)
Partner

(SURESH U. MEHTA)
VENDOR

(Signature)
VENDEE *(Signature)*

ANNEXURE – II

SPECIFICATIONS:

Item	Semi-Deluxe Bungalow	Deluxe Bungalow
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Roof	Sloping with country tiles	Sloping with country tiles
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able/sliding windows with grills	Powder coated aluminum or UPVC open able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
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.	GI & PVC pipes. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	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.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

Note:

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

For MEHTA & MODI HOMES

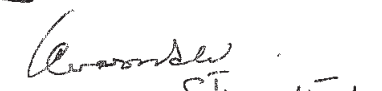

(SOHAM MODI)
VENDOR

Partner

For MEHTA & MODI HOMES

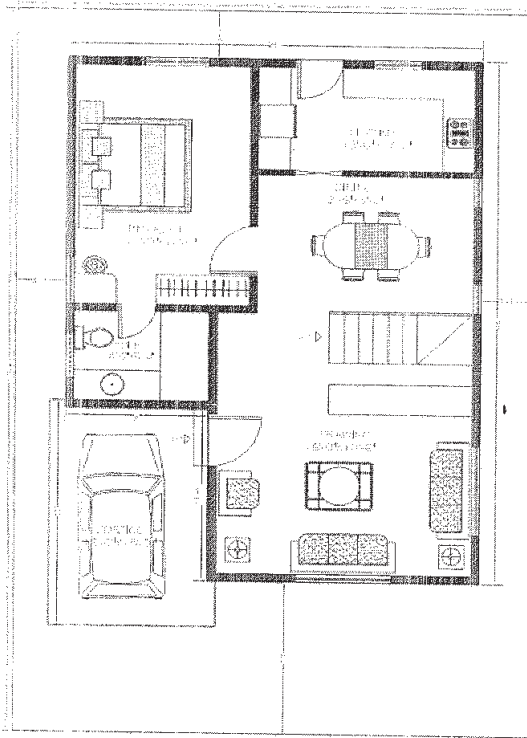

(SURESH U. MEHTA)
VENDOR

Partner

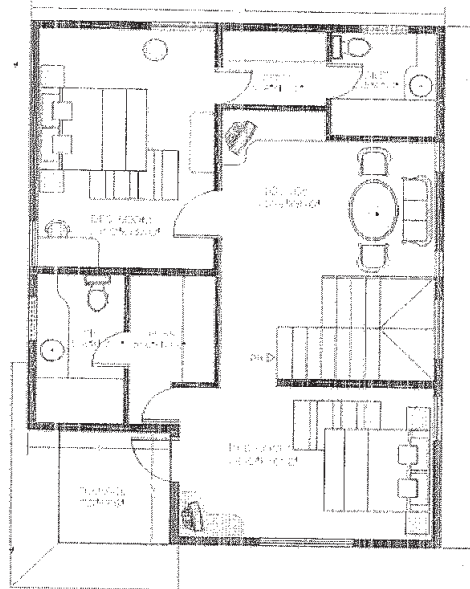

VENDEE

ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 369 ADMEASURING 1883 SFT.
OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN

AREA OF GROUND FLOOR = 807 SFT

AREA OF FIRST FLOOR = 843 SFT

1650 SFT

PORTICO AREA = 180 SFT

TERRACE AREA = 53 SFT

For MEHTA & MODI HOMES

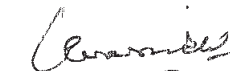

Partner

(SOHAM MODI)
VENDOR

For MEHTA & MODI HOMES


Partner

(SURESH U. MEHTA)
VENDOR


Sushmita
VENDEE



WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. 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 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 Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh have executed a GPA in favour of the Developer bearing no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.

- D) The total land admeasuring Ac. 8-37.5 Gts., 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 is hereinafter referred to as the Scheduled Land.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner

- 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.
- 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. 369, admeasuring 174 sq. yds., hereinafter referred to as the Scheduled Plot forming part of the Scheduled Land for a consideration of Rs. 6,96,000/- (Rupees Six Lakhs Ninety Six Thousand Only) and the Vendor is desirous of selling the same on the following terms and conditions:

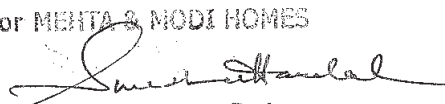
NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. The Vendor do hereby convey, transfer and sell the Plot No. 369, admeasuring 174 sq. yds., 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, which is herein after referred to as the Scheduled Plot 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. 6,96,000/- (Rupees Six Lakhs Ninety Six Thousand Only). The Vendor hereby admit and acknowledge the receipt of the said consideration.
2. The Vendor hereby covenant that Scheduled Plot 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 Scheduled Plot.
3. The Vendor further covenant that the Schedule Plot 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 Plot 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 Plot, the Vendors shall indemnify the Vendee fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of Scheduled Plot to the Vendee.

For MENTA & MODI HOMES


Partner

For MENTA & MODI HOMES


Partner

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 Plot unto and in favour of the Vendee in the concerned departments.
6. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Plot 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. 52,200/- is paid by way of challan No. 902 536, dated 22.12.11/drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 369, admeasuring about 174 sq. yds., of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, in the project known as "SILVER OAK BUNGALOWS PHASE - III", situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Tot-Lot-K
South	Plot No. 370
East	Plot No. 372
West	30' wide road

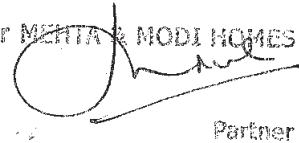
IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1. 

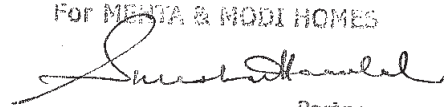
2. 

For MENTA & MODI HOMES


Partner

(Soham Modi)
VENDOR

For MENTA & MODI HOMES


Partner

(Suresh U Mehta)
VENDOR



Sankunthala

BUYERS

REGISTRATION PLAN SHOWING

PLOT NO. 369, FORMING A PART

IN SURVEY NO.

31, 40(P), 41(P), 42, 44, 45 & 55

Situated at

CHERLAPALLY VILLAGE,

GHATKESAR

Mandal, R.R. Dist.**VENDOR:**

M/S. MEHTA & MODI HOMES REPRESENTED BY ITS PARTNERS

1. MR. SOHAM MODI, SON OF SRI SATISH MODI

2. MR. SURESH U. MEHTA, SON OF LATE SRI UTTAMLAL MEHTA

BUYER:

1. MR. VASUDEV CHIVUKULA, SON OF SRI SUBRAHMANYAM

2. MRS. C. V. SAKUNTHALA, WIFE OF MR. VASUDEV CHIVUKULA,

**REFERENCE:
AREA:**

174

**SCALE:
SQ. YDS.****INCL:
SQ. MTRS.****EXCL:**

TOT-LOT-K

N



48'-3"

32'-6"

PLOT NO. 369

PLOT NO. 372

PLOT NO. 370

30' WIDE ROAD

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

WITNESSES:

1.

2.

SIG. OF THE VENDOR**SIGN. OF THE BUYER**

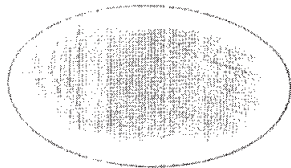
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL NO.

FINGER PRINT
IN BLACK
(LEFT THUMB)

PA

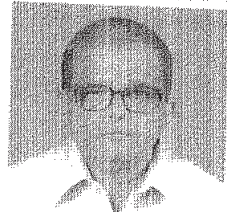
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER



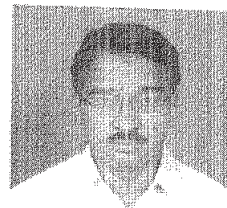
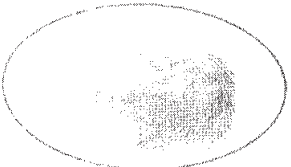
VENDOR:

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

1. MR. SOHAM MODI
S/O. MR. SATISH MODI

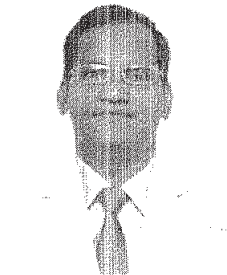
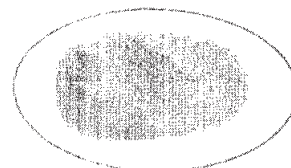


2. MR. SURESH U. MEHTA
S/O. LATE UTTAMLAL MEHTA
(O). 5-4-187/3 & 4, II FLOOR
SOHAM MANSION, M. G. ROAD
SECUNDERABAD - 500 003



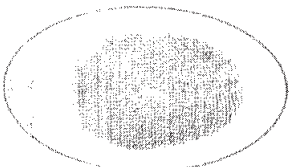
GPA FOR PRESENTING DOCUMENTS,
VIDE GPA NO. 166/BK-IV/10, DATED 03.09.2010:

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



BUYER:

1. MR. VASUDEV CHIVUKULA
S/O. SRI SUBRAHMANYAM
R/O. H. NO. 1-3-29/8, FLAT NO. S-1
NIKHIL VILLA, NANDANVAN COLONY
STREET NO. 4, HABSIGUDA
HYDERABAD - 500 007.



2. MRS. C. V. SAKUNTHALA
W/O. MR. VASUDEV CHIVUKULA
R/O. H. NO. 1-3-29/8, FLAT NO. S-1
NIKHIL VILLA, NANDANVAN COLONY
STREET NO. 4, HABSIGUDA
HYDERABAD - 500 007.

SIGNATURE OF WITNESSES:

1.

2.

MODI HOMES

For MEHTA & MODI HOMES

Partner

Partner

SIGNATURE OF THE EXECUTANTS

SIGNATURE(S) OF BUYER(S)

आयकर विभाग
INCOME TAX DEPARTMENT
PRABHAKAR REDDY K
PADMA REDDY KANDE
15/04/1974
Permanent Account Number
AWSPP8104E
Signature

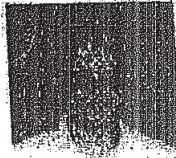
भारत सरकार
GOVT OF INDIA



HOUSEHOLD CARD
Card No : PAP8788150816
F.P. Snap No : 815
Type of House : 125
Name of Head of Household : Madu Sarea
Household No : 866870
Father/Husband Name : Unkhal
Religion : Hindu
Date of Birth : 15/12/1948
Age : 58
Occupation : Own Business
Road No./House No : 23-577
No. Street : MASTER ROAD
Colony : D.P. COLONY
Ward : 2
Circle : Circle VIII
District : Hyderabad
Annual Income (Rs.) : 180,000
 LPG Customer No. (1) : NEH3555(Single)
 LPG Dealer Name (1) : Narraiah Enterprises, LLC
 LPG Customer No. (2) :
 LPG Dealer Name (2) :



परमार्थ लेख संख्या
PERMANENT ACCOUNT NUMBER
AB81716572531
नाम NAME
GOMAN SATEEN MODI
पिता का नाम FATHER'S NAME
SATEEN MANLAL MODI
जन्म तिथि DATE OF BIRTH
18-10-1909
हस्ताक्षर SIGNATURE
Chief Commissioner of Income-tax, Andhra Pradesh



परमार्थ लेख संख्या
PERMANENT ACCOUNT NUMBER
AB81716572531
नाम NAME
Kusum
पिता का नाम FATHER'S NAME
SATEEN MANLAL MODI
जन्म तिथि DATE OF BIRTH
18-10-1909
हस्ताक्षर SIGNATURE
Chief Commissioner of Income-tax, Andhra Pradesh

Family Members Details

S.No	Name	Relation	Date of Birth	Age
2	Kusum	Wife	10/07/51	55
3	Hari	Son	15/12/51	25

भारत स्कौट्स & गाइड्स
D.P.L. No. 114
16/07/2006
15.06.11/3.35.1

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAMPC7438G



नाम /NAME

VASUDEV CHIVUKULA

पिता का नाम /FATHER'S NAME

SUBRAHMANYAM CHIVUKULA

जन्म तिथि /DATE OF BIRTH

28-11-1966

हस्ताक्षर /SIGNATURE

Vasudev

(PRADYOT K. MISRA)

आयकर आयुक्त (कंप्यूटर सेक्शन)
Commissioner of Income-tax(Computer Operations)

Vasudev



THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE, AND TO AFFORD HIM OR HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

११०१ ११५२१/Herman Lakra
 Acting Passport Officer
 Passport Office

SECRET
REPUBLIC OF INDIA

Country Code
IND

END

पासपोर्ट नं. / Passport No.

ඡායාරූපය / Surname
CHIVUKULA

VENKATA SAKUNTHALA

राष्ट्रीयता /Nationality

Nationality	रिजिस्ट्रार
-------------	-------------

05/03/1969

VIJAYAWADA (Place of Birth)

BRANCH / Place of Issue

जारी करत आहे: संविधान/Date of Issue 05/12/2007 समाप्ति की तिथि/Date of Expiry 04/12/2017

04/12/2017

Sabuntithala

P<INDCHIVUKULA<<VENKATA<SAKUNTHALA<<<<<<<<<<<<
65471506<6IND690505F1712047<<<<<<<<<<<<<<<<<<

Schuntala

रिचार्ज नं. - १३४९१०७

WITNESSES NO. 1

Customer Relations Division

MODI
PROPERTIES &
INVESTMENTS PVT. LTD.



Name : Ch.Venkata Ramana Reddy
Designation : Customer Relations Executive
Signature : 
Valid upto : 30 April 2009
Issuing Authority : 
Blood Group : O +ve
Address:
5-4-187/3&4, 11nd Floor,
M.G Road, Secunderabad-500003.
Ph:040-66335551, 040-27544058
www.modiproperties.com

Resi.Add.:
11-187/2, Road No.2,
Green Hills Colony,
Saroor Nagar,
Hyderabad.
Ph:9393381666, 9246165561

In case of Emergency Call

1. Employee must display this card while on duty.
2. This card has to be surrendered while leaving the organization
3. The loss of the card must be reported to the Admin.Div.Immediately

WITNESSES NO. 2

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

B M RAJ KUMAR
MUKUND RAO

03/01/1978
Permanent Account Number
AIOPR9833L


Signature



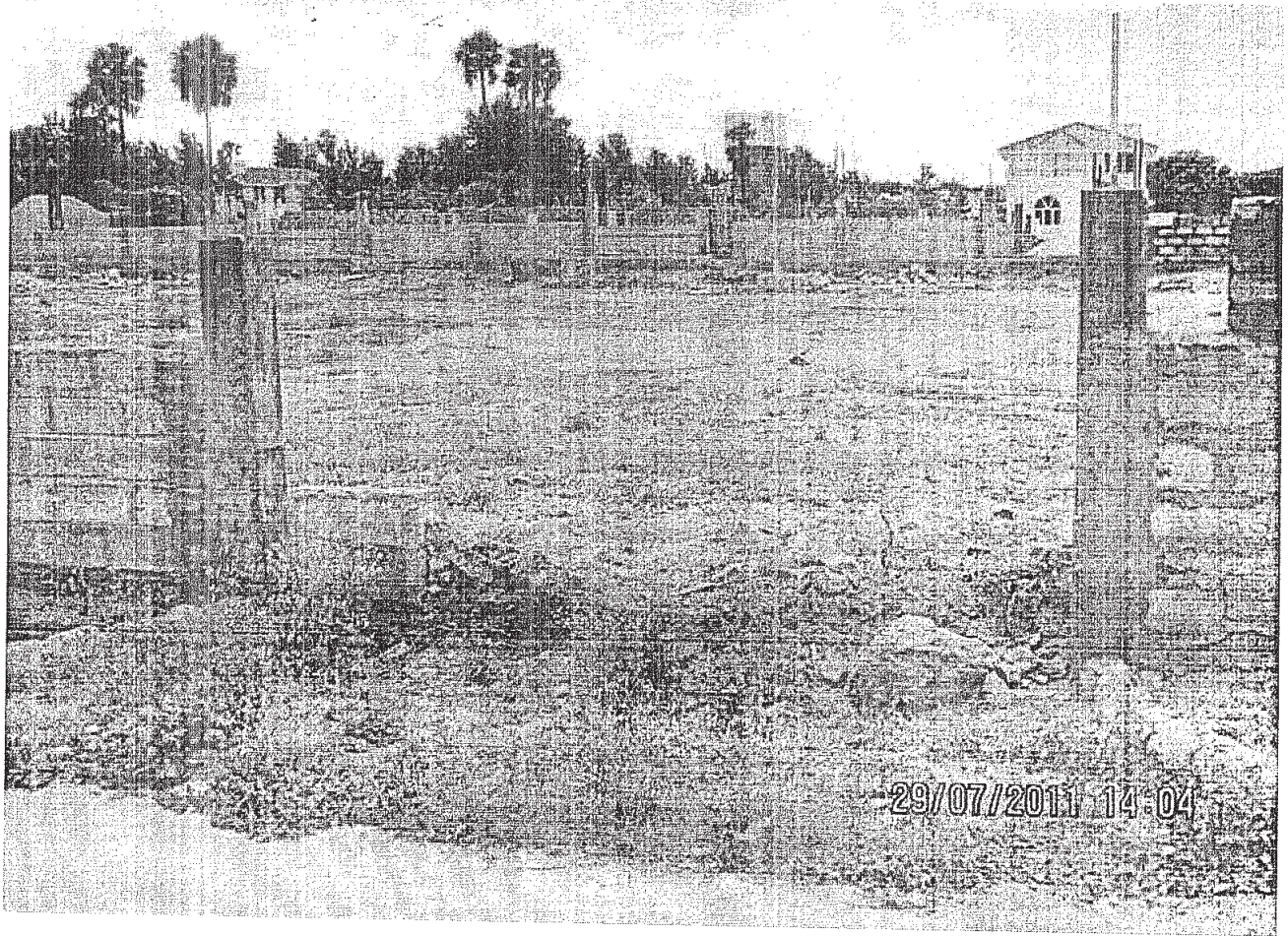
22022006

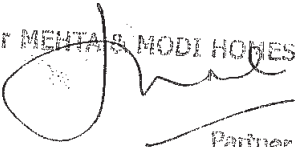
यस कार्ड के खो जाने पर / खोया हुआ कार्ड मिलने पर
कृपया सूचित करें / लौटा दें
आयकर विभाग सेवा केंद्र, 301 दूसरी फ्लोर
तीसरी मंजिल, ट्रेड वर्ल्ड, ए विंग, कान्ता विला कॉम्पाउंड
एस. बी. मार्ग, लोअर पार्ल, मुंबई - 400 013.

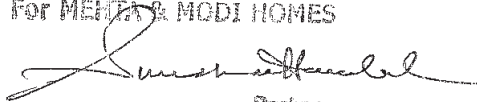
If this card is lost / someone's lost card is found,
please inform / return to :

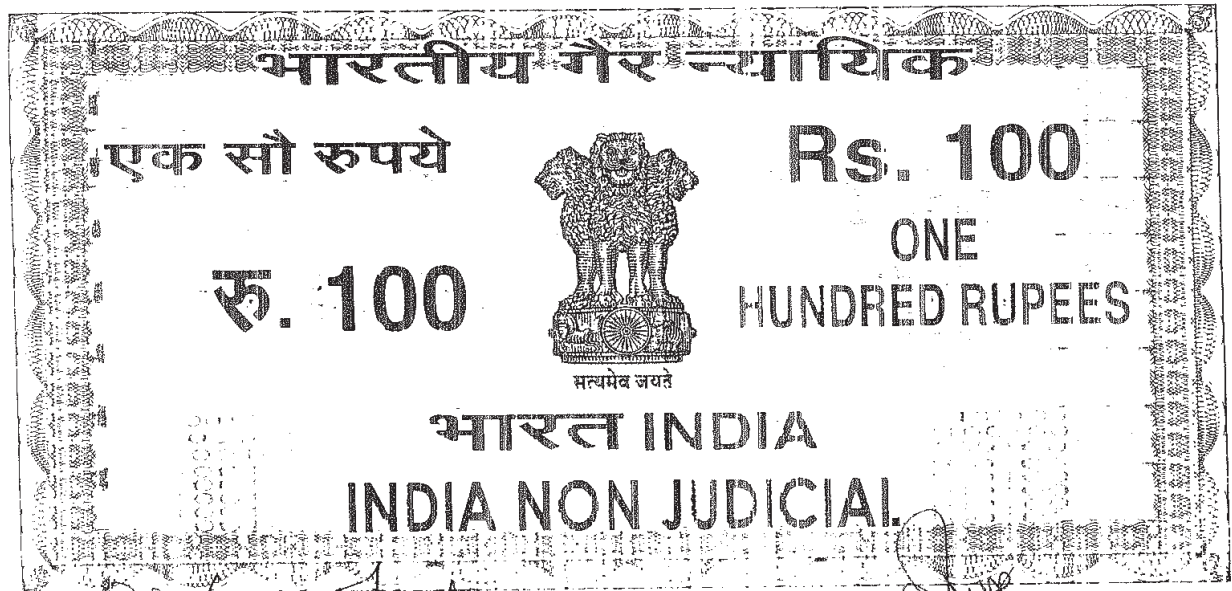
Income Tax PAN Services Unit, NSDL,
3rd Floor, Trade World, A Wing,
Kantala Villa Compound,
S. B. Marg, Lower Parcel, Mumbai - 400 013.

Tel: 91-22-2499 4650; Fax: 91-22-2495 0664.
email: tirinfo@nsdl.co.in



For MENTA & MODI HOMES

Partner

For MENTA & MODI HOMES

Partner



उत्तर प्रदेश ANDHRA PRADESH

AM 975667

For to:

For to:

For to:

K. SATISH KUMAR

Licensed Stamp Vendor

L.D.No.15-18-11/2000

R.D.No. 5-18-216/2005

H.No.2-30, Premavathipet (V),

Rajendranagar Mandal,

Ranga Reddy District,

Pin No. 5049355156

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 22nd day of December 2011 at SRO, Uppal, Ranga Reddy District by and between:

M/s. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 6-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 41 years, Occupation: Business and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, aged about 65 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

1. Mr. VASUDEV CHIVUKULA, SON OF Mr. SRI SUBRAHMANYAM, aged about 45 years, Occupation: Service.

2. Mrs. C. V. SAKUNTHALA, WIFE OF Mr. VASUDEV CHIVUKULA, aged about 42 years, Occupation: Housewife, both are residing at H. No. 1-3-29/8, Flat No. S-1, Nikhil Villa, Nandanvan Colony, Street No. 4, Habsiguda, Hyderabad - 500 007., hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

Page 1

For MEHTA & MODI HOMES

For VASUDEV CHIVUKULA

[Signature]
Partner

[Signature]
Partner

[Signature]
Sakunthala

WHEREAS:

- A) The Builder is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. 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 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 Builder herein has entered into an Development Agreement with Ms. 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 no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., 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 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 Builder has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.

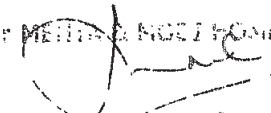
For Mr. [Signature] For Mr. [Signature] For Mr. [Signature]
[Signature] [Signature] [Signature]
Partner Partner Partner

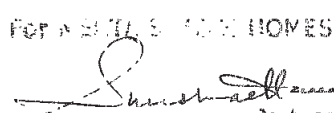
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

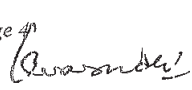
1. The Builder shall construct for the Buyer a deluxe Bungalow admeasuring 1883 sq. ft. of built-up area on plot of land bearing plot no. 369 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 28,20,000/-(Rupees Twenty Eight Lakhs Twenty Thousand Only).
2. The Builder at its own costs shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Buyer and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.
3. The Buyer shall pay to the builder the above said amount Rs. 28,20,000/-(Rupees Twenty Eight Lakhs Twenty Thousand Only) in the following manner.

Installment	Due date for payment	Amount
I.	27.01.2012	11,00,000/-
II.	26.02.2012	5,70,000/-
III.	On completion of flooring, windows, bathroom tiles and 1 st coat of paint	9,50,000/-
IV.	On Completion	2,00,000/-

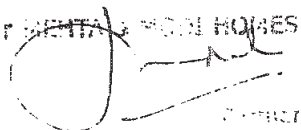
4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 369 to the Builder for the purpose of construction of the bungalow.
7. The Builder shall construct the bungalow in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.

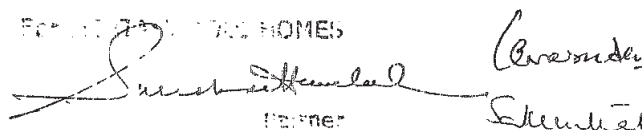
FOR MITHUN HOMES

Buyer

FOR MITHUN HOMES

Builder

Page 4

Sakenthala

9. The Builder agrees to deliver the Scheduled Property completed in all respects on or before 01.05.2012 with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said bungalow within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies or account of any other reasons which are beyond the control of the builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
10. The Builder upon completion of construction of the bungalow shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the bungalow provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
11. The Buyer upon taking possession of the bungalow shall own and possess the same absolutely and to the exclusion of the Builder and shall have no claims against the Builder on any account including any defect in the construction.
12. The Buyer upon receipt of the completion intimation from the Builder as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said bungalow.
13. The Buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
14. The Builder shall deliver the possession of the completed bungalow together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
15. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Silver Oak Bungalows project.

FOR SENTAL HOMES

Sental

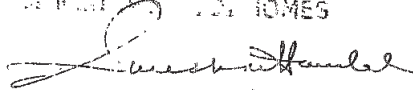
FOR SENTAL HOMES

Sental

16. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.
17. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
18. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Silver Oak Bungalows and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Silver Oak Bungalows shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective bungalows without any hindrance or objection of any kind whatsoever.
19. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, and/or the agreement for development charges.
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.

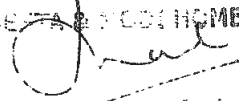
FOR SELLER / BUILDER

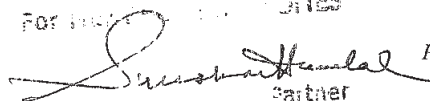
VENDOR

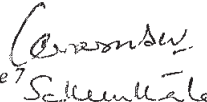
FOR BUYER / ASSOCIATION / SOCIETY


Salem

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 expressly 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.
25. It is mutually agreed upon by the parties hereto that all the terms and conditions 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.
26. 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.

FOR MENTAR & CO. HOMES

Partner

FOR MENTAR & CO. HOMES

Partner

Page 7

Partner

27. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring 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.
28. 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 PLOT

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 369, admeasuring about 174 sq. yds., of Sy. No. 31, 40(P), 41(P), 42, 44, 45 & 53, situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Tot-Lot-K
South	Plot No. 370
East	Plot No. 372
West	30" Wide Road

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1883 sq. ft. of built-up area to be constructed on the above said plot no. 369 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

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:

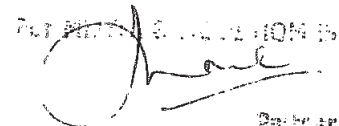
WITNESS:

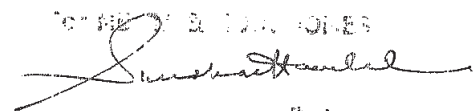
1.

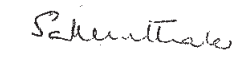


2.




Partner
(Soham Modi)
BUILDER


Partner
(Suresh U. Mehta)
BUILDER


BUYERS

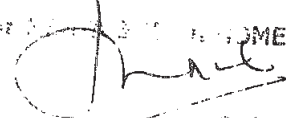
ANNEXURE – A

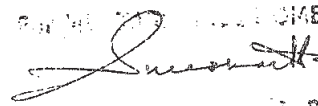
SPECIFICATIONS:

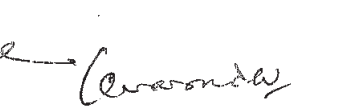
Item	Semi-Deluxe Bungalow	Deluxe Bungalow
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Roof	Sloping with country tiles	Sloping with country tiles
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able/sliding windows with grills	Powder coated aluminum or UPVC open able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
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.	GI & PVC pipes. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	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.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

Note:

1. Choice of 2 colours for interiors 2 or 3 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.

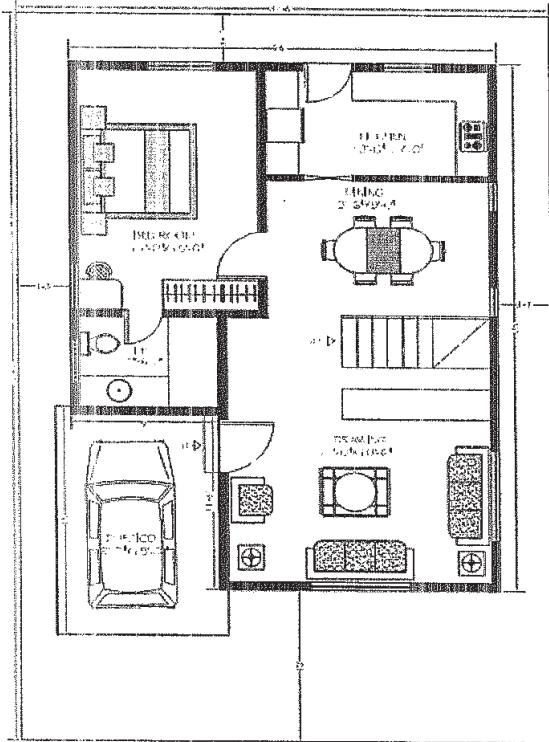
FOR SURESH U. MEHTA

 (SOHAM MODI)
 VENDOR

FOR SURESH U. MEHTA

 (SURESH U. MEHTA)
 VENDOR

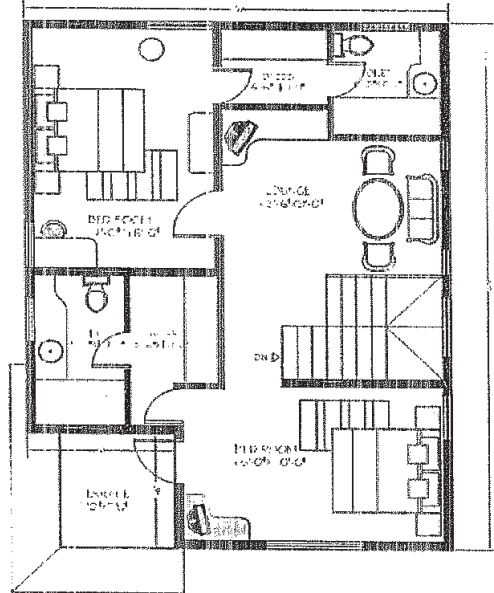
FOR SURESH U. MEHTA

 (SURESH U. MEHTA)
 VENDEE

ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 369 ADMEASURING 1883 SFT.
OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN

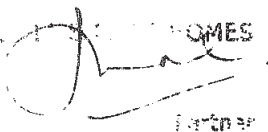
AREA OF GROUND FLOOR = 807 SFT

AREA OF FIRST FLOOR = 843 SFT

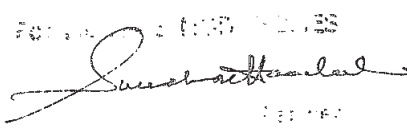
1650 SFT

PORTICO AREA = 186 SFT

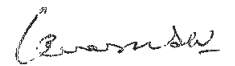
TERRACE AREA = 53 SFT

For Mr. SOHAM MODI

Partner

(SOHAM MODI)
VENDOR

For Mr. SURESH U. MEHTA

Partner

(SURESH U. MEHTA)
VENDOR


Sushmita
VENDEE