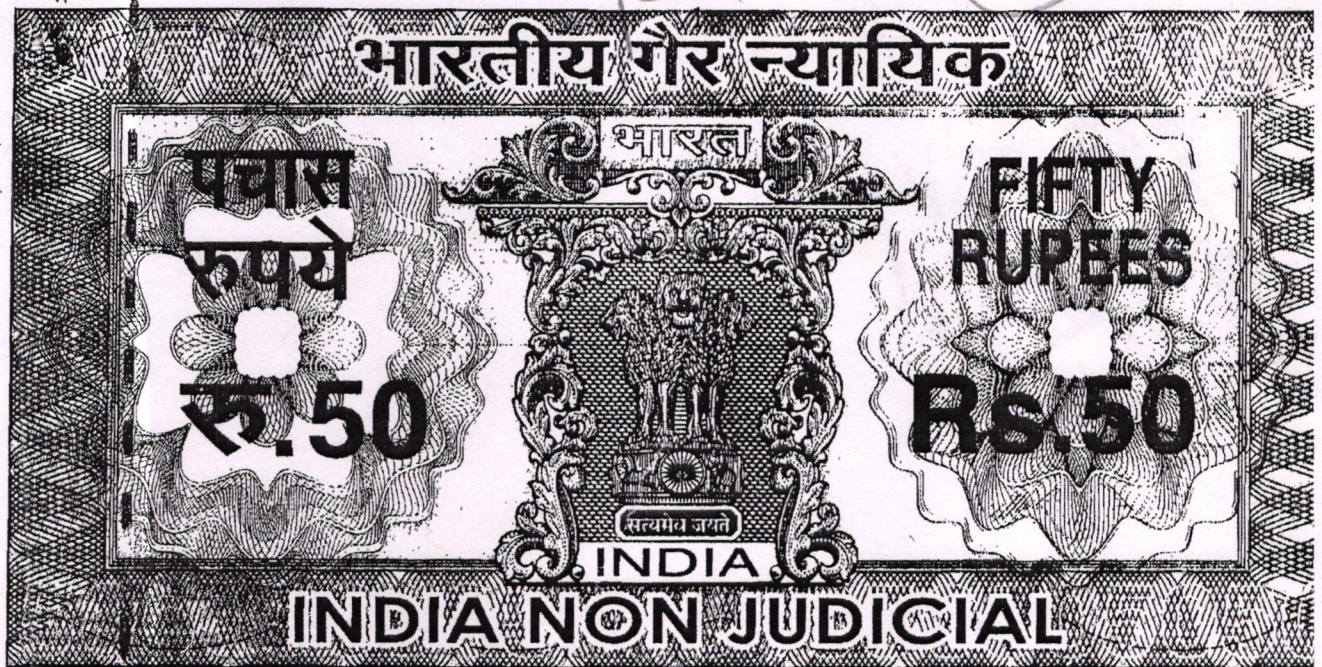


Project NO. (5)



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

C 193680

I. No. 55012 DE 06110 5015

Sold To..... Suresh

W/o. / W/o. / D/o. An. Talah 210449

Whom..... M/s. Ramky Estates & Farms Pvt Ltd

K. RAMA CHANDRAVATH

STAMP VENDOR (L.No: 27/99 R.L.No. 20/20

337, Beside Banjara Durbar Hotel, Panjag

HYDERABAD - 500 008 Phone. No: 2335

AGREEMENT OF SALE Cum GENERAL POWER OF ATTORNEY

This AGREEMENT is entered into on this the 5th day of November, 2007, at Hyderabad, BY and BETWEEN:

M/s. SHRIRAM FINANCIAL SERVICES HOLDINGS PRIVATE LIMITED, having its Registered office at 123, Angappa Naicken Street, Chennai 600 001, rep., by its Authorized Signatory **Sri. N. Mani** (which expression shall mean and include its legal heirs, executors, administrators, assignees and legal representatives etc., and hereinafter referred to as **FIRST PART**)

And

M/s. RAMKY ESTATES & FARMS Pvt. Ltd., having its Registered Office at: 6-3-1089/G/16, 3rd floor, Gulmohar Avenue, Raj Bhavan Road, Somajiguda, Hyderabad - 500 082, represented by its Authorised Signatory **Sri. Sridhar M. Reddy** (which expression shall mean and include its successors, assignees, legal representatives etc., and hereinafter referred to **SECOND PART**)

For SHRIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.

For RAMKY ESTATES & FARMS PVT. LTD.

Authorised Signatory

AUTHORISED SIGNATORY

29 SEP 2007

5784/AR/2012 Date: 07.12.2012.

District Registrar

Ranga Reddy District

certified under section 42 of Indian Stamp Act II of 1899

hereby certified that the deficit stamp duty of Rs. 50,000/-

rupees Fifty Thousand only.

together with a penalty of Rs. 50,000/- (Rupees

has been levied in respect of this instrument now

one of the documents under the documents.

Fifty Thousand only for

M/s. Ramky Estates & Farms

Ltd. rep. by Sridhar M. Reddy

vide D.D. No. 004826 dt: 7.12

drawn on ICICI Bank, 15th

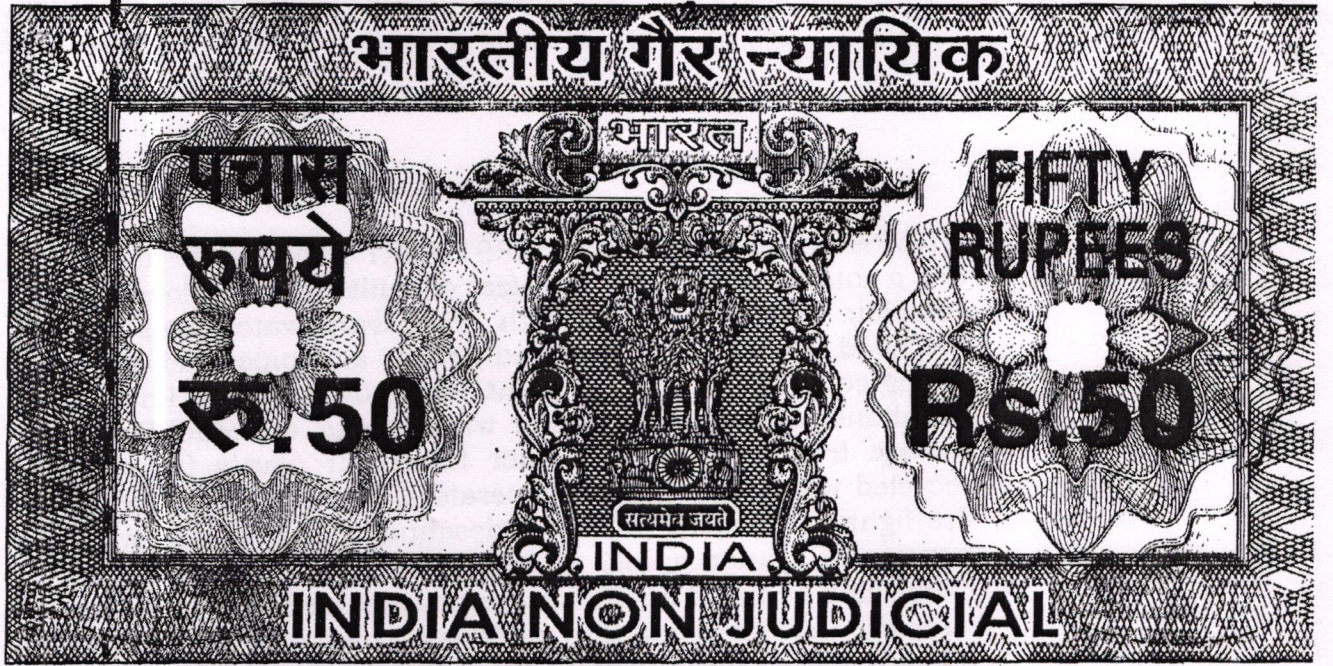
Hills Branch, Hyderabad.

7/12/12
District Registrar
and Collector
Ranga Reddy District
7/12/12



ADVANCED NOTARIAL PRACTICE LTD.

FOR SIGNATURE



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

C 193681

No. 55013. Dt. 26/10/2007 Rs. 50/-

old To..... Suresh

No. / W/o / D/o..... Anjaiah Rongala

Whom..... M/s Ranky Estates & Farms Pvt. Ltd.

K. RAMA CHANDRAVATI
STAMP VENDOR (LNO: 27/99 F.L.No. 20/7)
387, Beside Banjara Durbar Hotel, Panji
HYDERABAD - 500 088 Phone. No: 23

A. WHEREAS the party of the FIRST PART, in pursuance of the application dated 30-11-2005 made to APIIC Limited, has been allotted land admeasuring 3.38 acres (hereinafter referred to "said land") at Serilingampally Mandal, R.R. District, on outright sale basis.

B. AND WHEREAS the APIIC limited has entered in to an agreement for sale of the said land with the party of the FIRST PART vide registered document bearing No. 11682 of 2006, dated 18.05.2006. The FIRST PART has paid the total consideration to the APIIC and APIIC had also handed over the possession of the said land to the FIRST PART.

C. WHEREAS the party of the FIRST PART is bound to commence construction of buildings on the said land within 6 months (six months) from the date of taking possession of the said land and further bound to complete the same in not later than 24 months thereof, as per the agreement dated 18.05.2006. This is a pre-condition which needs to be complied with, by the FIRST PART and on compliance of which an absolute deed of transfer i.e., Sale Deed shall be executed by APIIC in favour of the FIRST PART.

For SHRIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.

For RANKYESTATES & FARMS PVT. LTD.

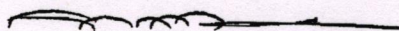
AUTHORISED SIGNATORY

- D. WHEREAS the party of the FIRST PART requires for its own use a total of 1 (one) lakh sq feet of built up area along with complete plumbing work with necessary water lines from overhead tanks and sumps and sewers and pipes, electrical wiring complete with light points and power points, lines for telephone connections, elevator with fittings, air conditioning, sewage treatment plants, water treatment plants for using recycled water, back-up for generators, electrical equipments, fire fighting equipments, water desalination plant, rain water harvesting, landscaping and over and above the items mentioned above, if any items are not included, the same also should be included and also a provision has to be included for providing any items which are left out after construction activities are completed, along with 45,000 square feet of parking area with drive ways and has entered into discussions with the SECOND PART wherein the SECOND PART or his nominees will construct the required built up area and car park for the FIRST PART in consideration of which the FIRST PART will pay to the SECOND PART or his nominees a sum of Rs. 14 Crores and will also transfer undivided share of land measuring 12,738 sq.Yds., to the SECOND PART on which the SECOND PART is free to construct buildings but subject to APIIC executing sale deed in favour of the party of the First Part for the entire land of 3.38 acres.
- E. WHEREAS the party of the SECOND PART is a part of RAMKY GROUP of Companies who are in the business of construction and development having vast experience and successfully completed several projects of this nature in and around Hyderabad, having their main work station at Hyderabad.
- F. AND the party of the SECOND PART has accepted the offer of the party of the FIRST PART and agreed to undertake the work of constructing for the FIRST PART.
- G. The parties has arrived on certain terms and clauses for completing the project and reduced the same into writing to avoid future complications.

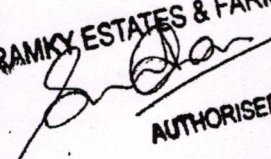
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In consideration of the SECOND PART undertaking to provide to the FIRST PART a total of 1 (one) lakh square feet of built up area fully equipped with plumbing, water lines from overhead tanks and sumps and sewers and pipes, electrical wiring complete with light points and power points, lines for telephone

For SHIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.



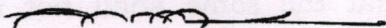
Authorised Signatory

For RAMKY ESTATES & FARMS PVT.LTD.

 AUTHORISED SIGNATORY

connections. Lift facilities etc., in short all facilities required and necessary for proper and rightful enjoyment of the property – along with 45,000 Square feet of car parking area with drive ways as per the specifications prescribed by the FIRST PART, the party of the FIRST PART agrees to pay to the SECOND PART a total sum of Rs. 14 Crores and also agrees to transfer to the SECOND PART undivided share of land in the said land admeasuring 12,738 Sq.Yds., but subject to APIIC executing sale deed in favour of the party of the First Part for the entire land of 3.38 acres.

2. The SECOND PART has estimated that approximately 4.50 lakhs sq.ft of office space and 2.00 lakhs sq.ft of car park space alongwith provision for driveway can be constructed on the said land keeping in view the applicable statutory rules and requirements. The SECOND PART hereby agrees that the built up area and car park to be constructed for the FIRST PART will be given all access and right of way.
3. The SECOND PART shall be permitted to construct and retain the balance built up area of about 3.50 lakh sq.ft and parking space of about 1,55,000 sq.ft on the undivided share of land agreed to be transferred to the SECOND PART herein. The FIRST PART has agreed to execute a proper deed of conveyance in favour of the SECOND PART conveying 12738 sq.yds of undivided share of land in the said land to the SECOND PART. ✓
4. The party of the FIRST PART hereby authorizes the SECOND PART to enter the said land for the purpose of undertaking construction.
5. The party of the FIRST PART further authorizes the SECOND PART, in the name and on behalf of the FIRST PART to take up all necessary steps for getting all necessary approvals from various statutory authorities required for successful completion of the project on the said land.
6. The SECOND PART shall pump in its men and material for the purpose of construction and shall invest all monies required for statutory approvals from the concerned authorities and for the construction of the project.
7. The FIRST PART and the SECOND PART shall ear mark the office space and car park space allocation between them once the approvals are obtained by the SECOND PART

For SHIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.



Authorized Signatory

For RAMKY ESTATES & FARMS PVT. LTD.

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8. Upon completion of construction and upon registering the sale Deed by APIIC in favour of the FIRST PART, the FIRST PART shall execute a sale deed in favour of the SECOND PART, transferring the undivided share of land admeasuring 12,738 sq.yds., to the SECOND PART.
9. The SECOND PART shall design, plan, develop necessary infrastructure and complete the construction and shall for such purposes, do all such acts, deeds and things as may be required for the purpose of successful completion of the project.
10. The SECOND PART shall adhere to the statutory requirements, laws of land and any other norms, which are applicable from time to time in completing the project on the said land.
11. The SECOND PART may enter into sub-contracts, agreements with third parties like, architects, contractors for the purpose of plans, designs, drawings, elevations and execution of the project.
12. The SECOND PART shall be entitled to submit the plans to the authorities concerned (APIIC) and to make alteration, additions and rectifications in the plan. The SECOND PART shall be entitled to apply for renewal of sanctions, approvals or permits issued for construction of any building on the said land.
13. The SECOND PART shall be entitled to correspond with and receive any correspondence or other intimation from the authorities concerned regarding the plans, sanctions, approvals or permits for completion of the said project or for the provision of any amenities or facilities thereto.
14. The SECOND PART shall be entitled to receive the sanctioned plans and permits from the authorities concerned.
15. The SECOND PART shall construct in conformity with the approved plans, drawings and elevations and complete all the said works with the material of best quality and in the most substantial and workman like manner.
16. The SECOND PART is entitled to get the construction work done through well known contractors or sub-contractors or agents and shall be entitled to give such contractors whole of the construction or any part or parts of the work of constructions, provided that the same shall not relieve the

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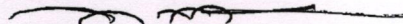
 AUTHORIZED SIGNATORY

SECOND PART of their liability under this agreement or from active supervision of work during its progress.

17. The SECOND PART shall finish and complete the said construction work as per schedule and if the said construction work cannot be completed on or before the schedule date the SECOND PART shall submit, in writing, the reasons for such non completion and the FIRST PART on receipt of such reasons shall extend the time for completion of the construction to a future date as desired by it so however the completion of the project is not delayed beyond the minimum time required for extension and completion of the work.
18. The SECOND PART shall be solely responsible for any damages arising from accidents or carelessness of the workmen or otherwise to the said work hereby contracted for, or to the materials or implements therein used and the FIRST PART is in no way responsible for such damages.
19. The SECOND PART alone shall be liable for due and proper construction as per the sanctioned plans and the FIRST PART shall not be liable for any defects or deviations in the construction or any other illegal act or omission on the part of the SECOND PART and the SECOND PART alone shall be liable for any action in respect of the construction of the project.
20. The FIRST PART shall extend its full cooperation to the SECOND PART whenever SECOND PART requires the same for the purpose of signing documents, deeds and by appearing before statutory authorities as may be required under the law.
21. The FIRST PART and the SECOND PART mutually agree to extend full cooperation to each other conforming to the terms of this agreement and for the smooth and successful completion of the project within the stipulated time.
22. The parties can change or modify this agreement, by proper mere exchange of letters on mutual consent and the agreement shall stand amended accordingly.
23. The FIRST PART and SECOND PART will attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this agreement or the performance of this agreement through negotiations between a senior authorized representative of each of the parties with authority to settle the relevant dispute. In the event of non-settling of such dispute,

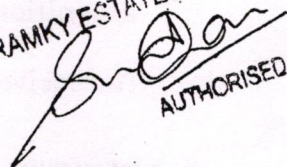
For SHRIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.

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For RAMKY ESTATES & FARMS PVT. LTD.



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the same shall be referred to an independent arbitrator as mutually agreed and whose decision on the dispute shall be final and binding on both the parties. The cost of such arbitrator shall be shared by both the parties equally.

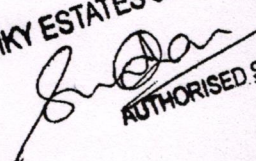
24. If for any reason whatsoever party of the Second Part is unable to complete the project as per this agreement or abandons it at any stage, the agreement shall stand cancelled and the Second Part shall forthwith exit from the land after handing over the possession of the property to the First Part and the second part shall not be entitled to any compensation for any work done or monies spent on the said land.

The FIRST PART represents that they are not in a position to attend to various works concerning the construction etc., and have decided to issue this **Power of Attorney** and therefore hereby nominate, appoint and retain the SECOND PART as its Attorney to do the following specific acts, deeds and things.

- a. To design, plan, develop necessary infrastructure and complete the construction and shall for such purposes, do all such acts, deeds and things as may be required.
- b. To obtain permission or approval from concerned authorities as may be required for the Construction on the said land and for that purpose to sign such applications, papers, writings, undertakings, appeals etc. as may be required.
- c. To enter into said land with men and material as may be required for the purpose of erecting new buildings, structures etc., as per the plan to be sanctioned.
- d. To appoint Architects, Contractors, Sub-contractors and Surveyors as may be required and to supervise the work in respect of the said project.
- e. To submit the plans to the authorities concerned (APIIC) and to make alterations, additions and rectifications in the plan.
- f. To apply for renewal of sanctions, approvals or permits issued for construction of any building on the said land.
- g. To correspond with and receive any correspondence or other information from the authorities concerned regarding the plans, sanctions, approvals or permits for completion of the said project or for the provision of any amenities or facilities thereto.
- h. To receive sanctioned plans and permits from the authorities concerned.

For SHRIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.

Authorised Signatory

For RAMKY ESTATES & FARMS PVT. LTD.

 AUTHORISED SIGNATORY

- i. To approach the concerned authorities for the purpose of obtaining the permissions and other service connections including water and electricity for carrying out and completing the construction.
- j. To make deposits with the concerned Municipal Authorities and other Authorities for the purpose of carrying out the construction on the said land and to claim refunds of such deposits and to give valid and efficient receipt and discharge.
- k. After completion of the said construction on the said land to apply for and obtain Occupation and Completion Certificate in respect of the said buildings from the concerned authority.
- l. To insure the said property, buildings and fittings and fixtures against damages, fire, tempest, riots, civil commotion, floods, earthquakes, bomb blasts, malicious damage or destruction and against other risks as the Attorney may think sufficient to protect the interests of all concerned therein.
- m. GENERALLY to do and perform all acts, deeds, matters and things necessary and convenient for all or any of the purposes aforesaid.

SCHEDULE OF PROPERTY

All land forming part of Plot Nos. 31/Part and 32 comprising of 3.38 acres (13694 sq.mts / 16378 Sq.yds) in Financial District situated at Sy.No.115/22, 115/24 & 115/25, Nanakramguda (V), Serilingmapally Mandal, Ranga Reddy District and is bounded by:

NORTH	:	Existing 24 mtrs wide road
SOUTH	:	Plot No.31/part and 30/part
EAST	:	Plot No. 27 & 28
WEST	:	Existing 24 mts wide road.

In witnesses where of this agreement is signed on the day, date and place, hereinabove mentioned before the following witnesses:

For SHIRIRAM FINANCIAL SERVICES HOLDINGS PVT. LTD.

M/S. SHIRIRAM FINANCIAL SERVICES
HOLDINGS PRIVATE LIMITED,

WITNESSES:

1.

For RAMKY ESTATES & FARMS PVT.LTD.

M/s. RAMKY ESTATES & FARMS PVT. LTD.,

2.