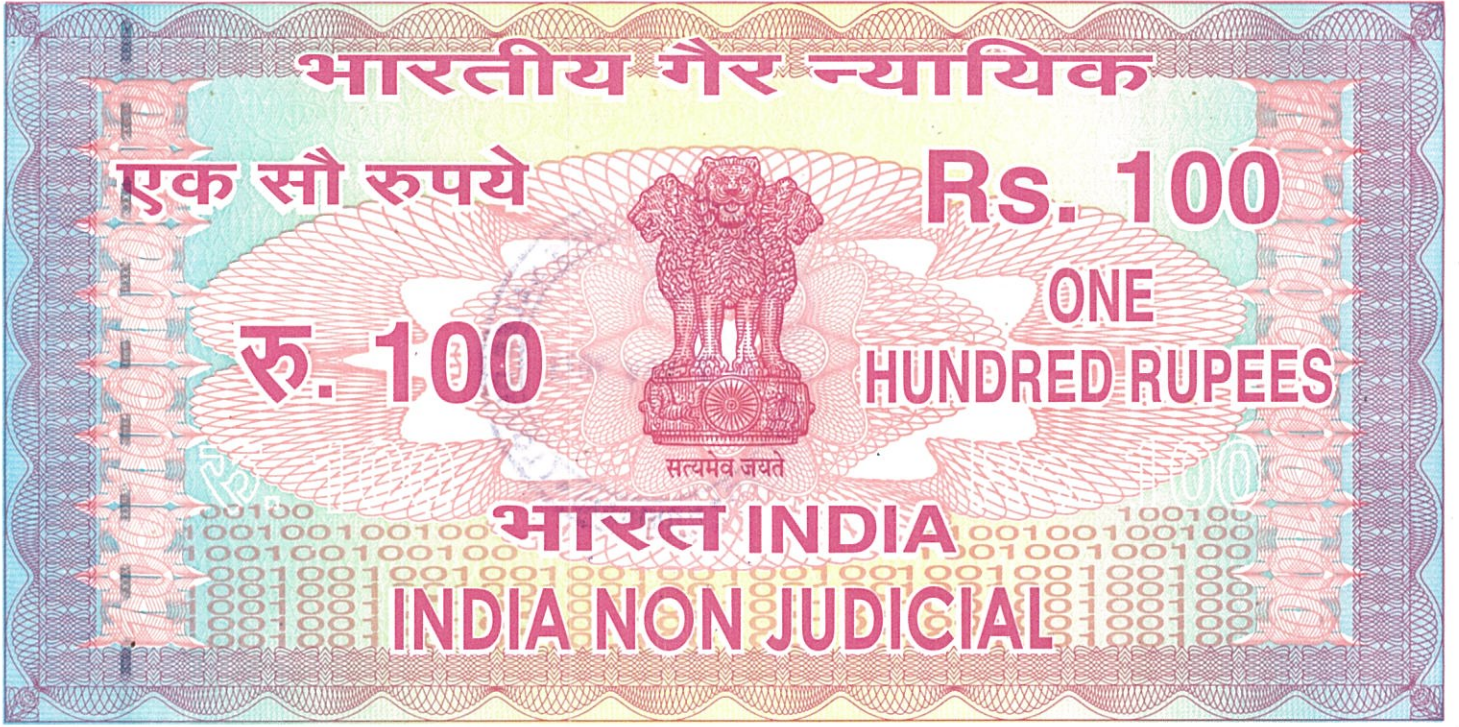




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BC 252893

Tran Id: 231213155817091147
Date: 13 DEC 2023, 04:00 PM
Purchased By:
RAMESH
S/o LATE NARSING RAO
R/o HYD
For Whom
MODI HOUSING PVT.LTD.

S. ANJAMMA
LICENSED STAMP VENDOR
Lic. No. 9/94/ R
Ren.No. 16/07/08/2021
H.NO.3-5-948/11, GANDHI
KUTEER, NARAYANAGUDA,
HYDERABAD-29
Ph 9398802862

BUSINESS TRANSFER AGREEMENT

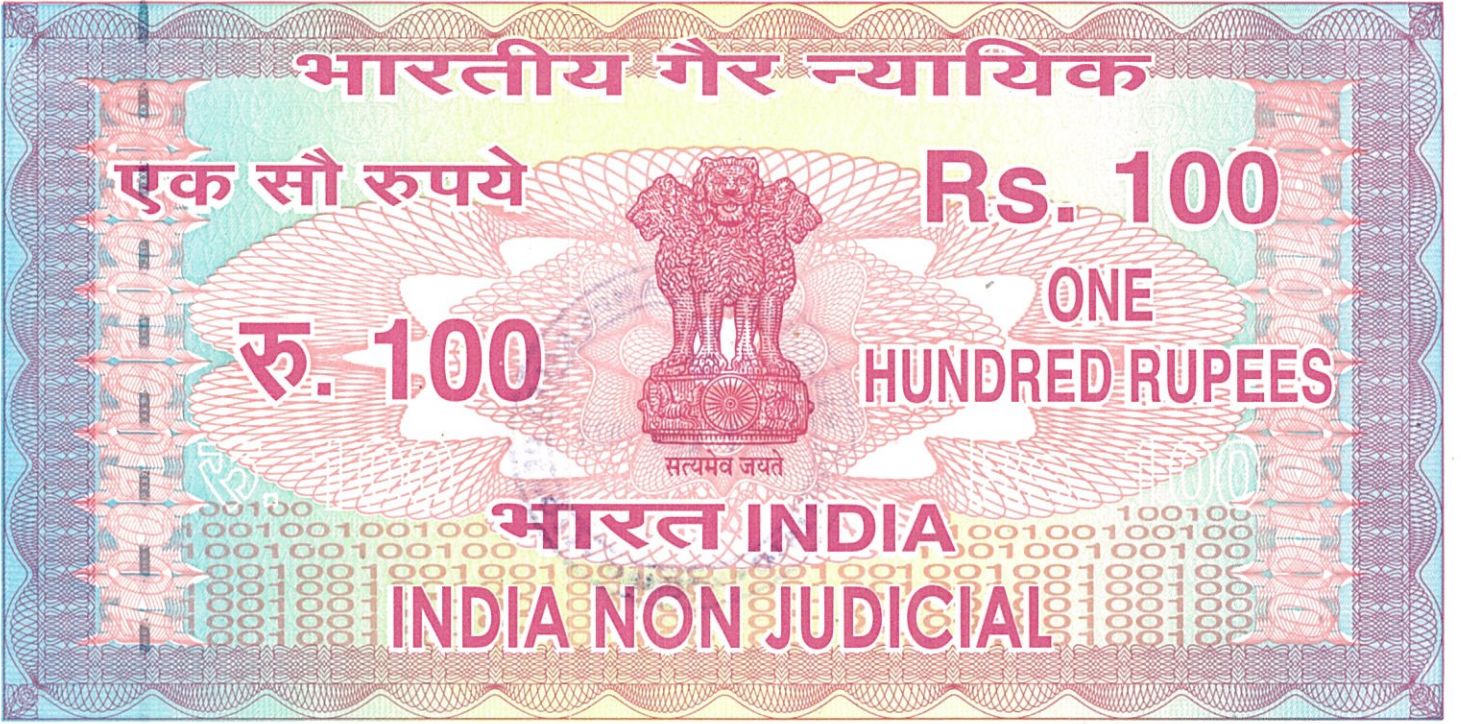
THIS BUSINESS TRANSFER AGREEMENT is executed at Hyderabad and made effective as of this 01st March 2024 between:

Summit Sales LLP, a partnership firm, having its office at Soham Mansion, 5-4-187/3 & 4, 3rd Floor, M.G Road, Secunderabad, Telangana, India, 500003, represented by its Designated Partner Mrs. Tejal Modi, (hereinafter referred to as the "**Seller**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **First Part**;

And

Modi Housing Private Limited, a company incorporated under the Companies Act, 2013, having its registered office at 5-4-187/3&4, 3rd Floor, Soham Mansion, M.G. Road, Secunderabad, Telangana, India, 500003 through its Director, Mr. Soham Satish Modi (hereinafter referred to as the "**Purchaser**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **Second Part**;

The Seller, the Purchaser, and the Partners are hereinafter also individually and collectively referred to as "**Party**" and "**Parties**", respectively.



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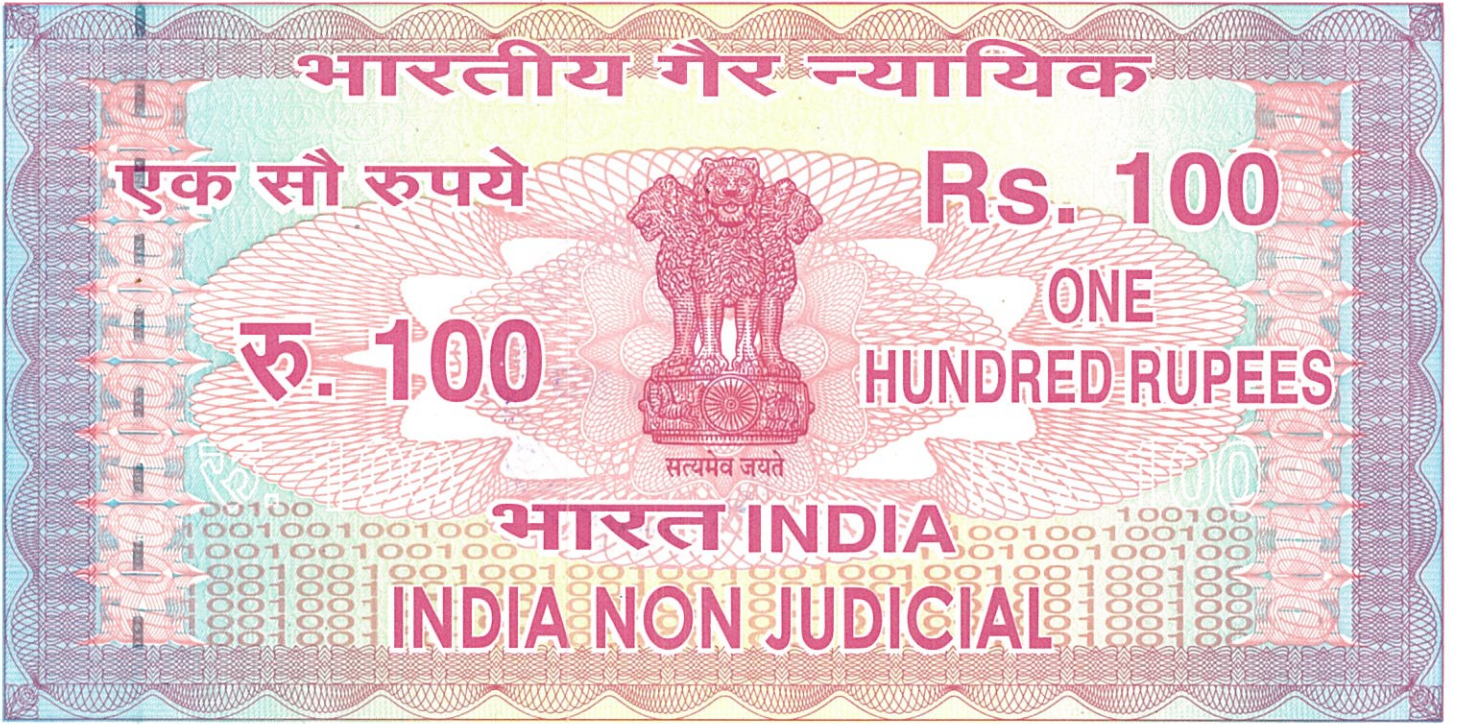
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WHEREAS:

- A. The Seller is a limited liability partnership firm engaged in inter alia the business of Real Estate construction and development on its own and on a contractual basis; Manufacturing and Trading of goods required for the development of residential and commercial projects; and as a logistics partner for its own business and for developers; and also engaged in providing of services for procurement of goods.
- B. The Seller is desirous of transferring and the Purchaser is desirous of acquiring, as a going concern/running business and on a slump sale basis, the Business of Manufacturing and Trading of goods required for the development of residential and commercial projects and providing of services for procurement of goods (as defined hereinafter) of the Seller;
- C. The Seller intends to sell and the Purchaser intends to acquire the Business of Manufacturing and Trading of goods required for the development of residential and commercial projects and providing of services for the procurement of goods including all the assets relating to the Business of Manufacturing and Trading of goods required for development of residential and commercial projects and providing of services for procurement of goods and any and all rights related thereto, past, present and future and whether or not registered, free of Encumbrances (as defined hereinafter);
- D. The Seller has agreed to sell and transfer to the Purchaser and the Purchaser has agreed to purchase and acquire from the Seller, the Business of Manufacturing and Trading of goods required for the development of residential and commercial projects and providing of services for procurement of goods, for the consideration and subject to the terms, conditions and provisions set forth hereinafter;



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E. The Parties hereby wish to record in writing their understanding as under.

NOW, THEREFORE, in consideration of the premises and mutual covenants, promises, agreements and provisions set forth hereinafter, the Parties hereto agree as follows: -

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions:

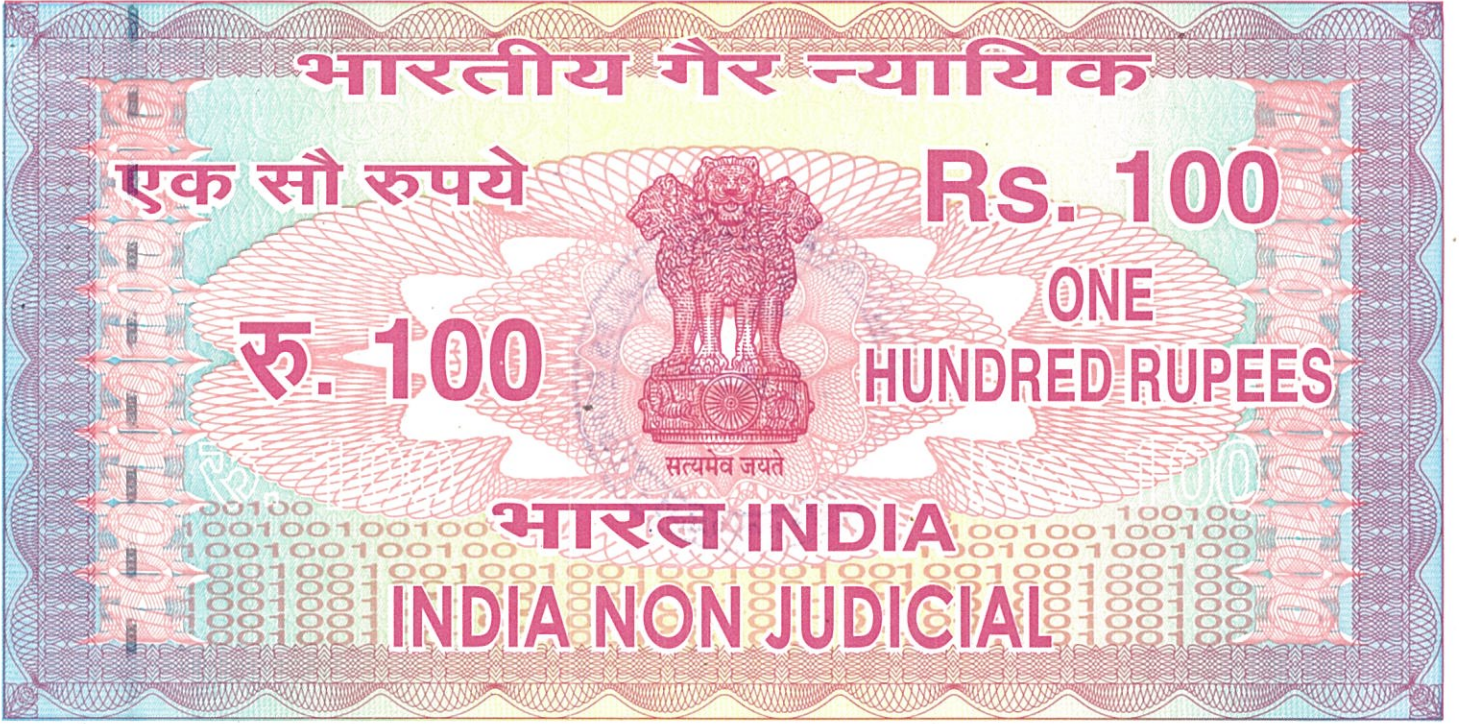
In this Agreement (including in the recitals hereof and Schedules hereto), the following words and expressions shall have, where the context so permits, the following meaning ascribed to them:

"Act" means the (Indian) Companies Act, 1956 and the Companies Act, 2013 (to the extent applicable), as now enacted or as the same may from time to time be amended, re-enacted or replaced;

"Agreement" means this Business Transfer Agreement together with all Schedules to this Agreement as it may be amended in accordance with its terms;

"Agreement Date" means the date of execution of this Agreement;

"Assets" mean all of the property and assets of the Business of Manufacturing and Trading of goods required for the development of residential and commercial projects and providing of services for procurement of goods of the Seller including



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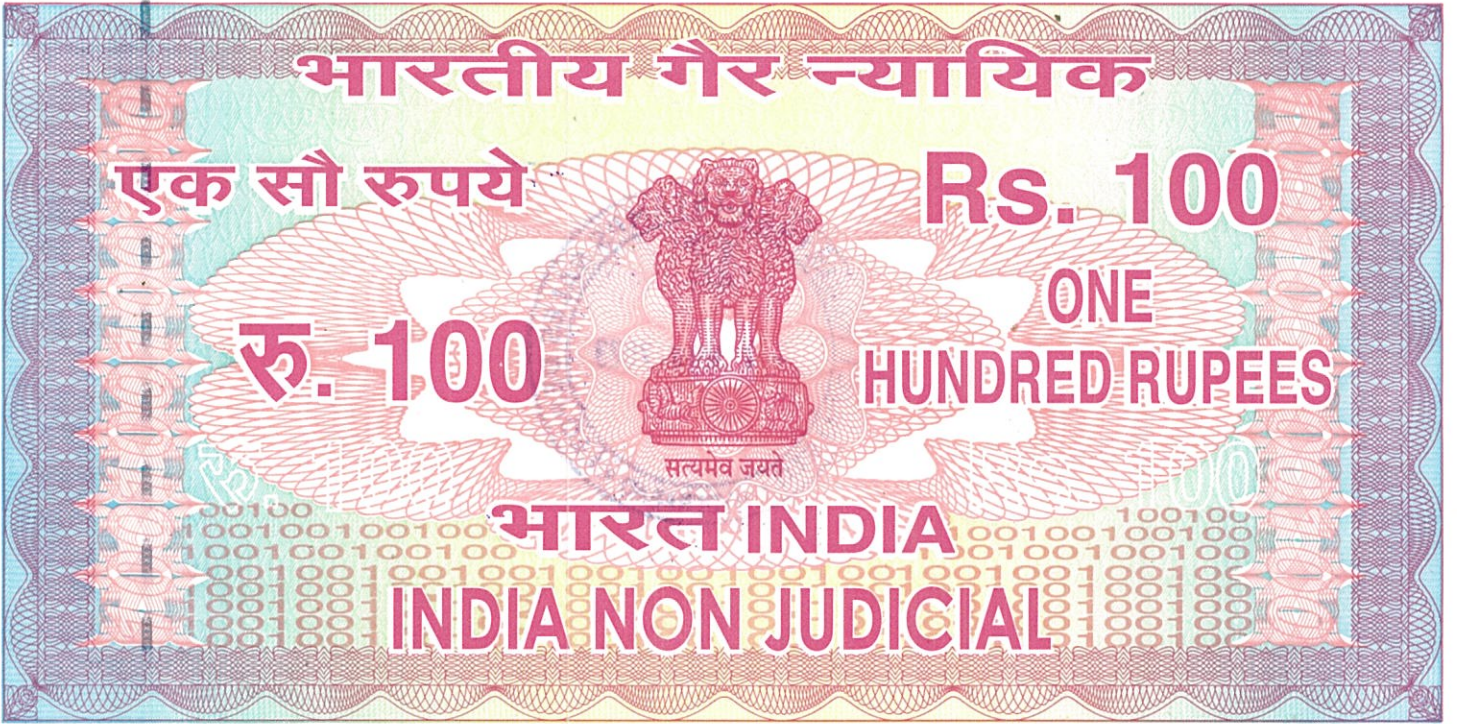
- (a) Other Assets (as defined hereinafter);
- (b) Business Assets (as defined hereinafter);
- (c) Contracts (as defined hereinafter);
- (d) Know-how (as defined hereinafter);
- (e) Data & Records (as defined hereinafter);
- (f) all other, property and assets, tangible and intangible, of every kind, nature and description and wherever situated, owned, leased, possessed or held on the Closing Date (as defined hereinafter) by the Seller;

“Business Assets” means all the Fixed Assets and the Current Assets of the Business of Manufacturing and Trading of goods required for the development of residential and commercial projects and providing of services for the procurement of goods including those set out in Part I of Schedule A hereof.

“Business” means the business and undertakings of the Seller w.r.t Manufacturing and Trading of goods required for development of residential and commercial projects and providing of services for procurement of goods, including all its Assets and Liabilities.

“Business Day” means any day of the week (excluding Saturdays, Sundays and public holidays) on which commercial banks are open for business in Hyderabad, India;

“Business Goodwill” means, as at the Closing Date, all the goodwill of the Seller in relation to the Business;



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"Closing" means completion of the transaction of sale and purchase of the Business of the Seller on the Closing Date as envisaged in this Agreement;

"Closing Date" means such date as may be mutually agreed between the Parties;

"Contracts" mean all existing contracts, agreements, licenses, engagements, property documents financial instruments, purchase orders, commitments and other contractual arrangements entered into by the Seller with respect to the Business;

"Control" means (a) the beneficial ownership, directly or indirectly, of more than 50% (fifty percent) of the voting securities of an entity; or (b) control of the composition of the majority of the board of directors of an entity; or (c) the possession by a Person or its Affiliates of the power to direct or cause the direction of the management and policies of another Person, whether through contract or otherwise, and "Controlling" and "Controlled" have corresponding meanings.;

"Data & Records" mean and includes all information, data, books, papers, records and documents, licenses, permits, consents and approvals, contracts, agreements, certificates and correspondence relating to the Business of the Seller including information and documents pertaining to the purchase of goods, materials and services, records relating to the Employees, list of suppliers, consultants, retainers, operating plans and/or strategy, forecasts, orders, correspondence, and all other records of the Seller, whether of a financial, technical or marketing nature or otherwise pertaining to the Business, including SOPs, customer list, API's, software, Property Documents, Government Permits, registration and applications with any Governmental Authority, stored on paper or other media;

Page 5 of 20

"Domain Name" mean the domain name used by the Seller.

"Employees" has the meaning given to such term in Article 3.1.1;

"Employee Benefits" mean the benefits offered by the Seller to its Employees;

"Encumbrance" means (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind, including for securing, or conferring any priority of payment in respect of, any obligation of any Person; (ii) any adverse claim as to title, possession or use; (iii) purchase or option agreement or arrangement, right of first refusal or right of first offer or any other pre-emptive or pre-emption right / entitlement; and (iv) in relation to any shares, shall also include the grant of any participation or consent rights in relation to any decision making, any proxy, power of attorney or voting agreement in favour of any Person;

"Fixed Assets" shall mean the assets of the Seller which are considered as fixed and/or capital assets, including all immoveable properties in relation to any Outlets and Services;

"Governmental Approval" means any authorization, approval, consent, license or permit required from any Governmental Authority (*as defined hereinafter*);

"Governmental Authority" means any government authority, statutory authority, government department, agency, commission, board, tribunal or court or other Law (*as defined hereinafter*), rule or regulation making entity having or purporting to have jurisdiction in India or any state or other subdivision thereof or any municipality, district or other subdivision thereof;

"Government Permits" mean all governmental or regulatory licenses, permits, orders, authorization, approvals and exemptions relating to the Business existing as at the Agreement hereto;

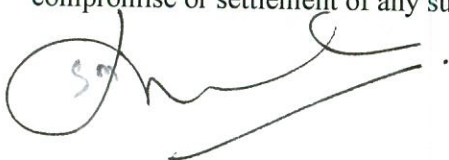
"Know-how" means all technical information (including that comprised in or available from data, disks, tapes, manuals, source codes, flow-charts, catalogues and written instructions) relating to the Business;

"Law(s)" mean all applicable laws, by-laws, rules, regulations, foreign direct investment regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or Person acting under the authority of any Governmental Authority and/ or of any statutory authority in India, whether in effect on the Closing Date or thereafter;

"Liabilities" mean sundry creditors and account payables and security deposit taken and other current liabilities and provisions relating to the Business as at close of business on the Closing Date, as more fully set out under Schedule B. It is clarified that any personal liabilities or any personal income tax obligations of the partners of the Seller shall not be included as part of the Liabilities.

"Long Stop Date" means and refers to the ninetieth (90) calendar day from the Agreement Date;

"Losses" means all direct losses, damages, liabilities, actual costs (including legal fees, costs and expenses), charges, interest, penalties and expenses of any kind whatsoever and all direct losses, damages, actual costs and expenses incurred or suffered by the Purchaser, including in relation to any claim, suit, arbitration, proceedings and all sums paid in relation to any compromise or settlement of any such claim, suit, arbitration or proceedings;



"Material Adverse Effect" means a material and adverse effect, financial or business, on any Party or their businesses, properties, financial position or which materially affects their ability to comply with their obligations to their creditors or their obligations under this Agreement;

"Ordinary Course" means an action taken by or on behalf of the Seller that: (i) is in accordance with past practices of the person carrying out such action, transaction or activity and upto financial and monetary limits not exceeding the average value of such action, transaction or activity in the past 12 (twelve) months and in each case only to the extent consistent with this Agreement and applicable Law; (ii) is recurring in nature and is taken in the ordinary course of the Seller's normal day-to-day operations; (iii) is not required to be authorized under the constitutional documents of the Seller and does not require any other separate or special authorization of any nature other than the approval by partners of the Seller; and (iv) is similar in nature and magnitude to actions customarily taken, without any separate or special authorization, in the ordinary course of the normal day-to-day operations of other Persons that are engaged in businesses similar to the Seller;

"Other Assets" shall mean all the properties other than the immovable properties of the Seller including machinery, equipments, furniture, fittings, leasehold improvements, vehicles and office equipment;

"Person(s)" means any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability company, joint venture or trust or any other entity or organization;

"Receivables" mean the sundry debtors, advances and other receivables, debtors for sales of the products and services of the Seller, employee loans and advances as confirmed by the respective employees, supplier advances, GST and other advances recoverable in nature, deposits and security deposits of the Seller as of the Closing Date;

"Taxes" means any and all taxes, duties, imports, levies, premiums, impositions, transfer charges, cess, surcharge, charges in the nature of tax and any fine, cost, penalty or interest (but excluding stamp duty and registration fees) connected therewith including income-tax, withholding taxes, capital gains tax, goods and service tax (GST), gift tax, wealth tax, sales tax, service tax, octroi, turnover tax, excise duty, customs duty, development cess, property tax, which is payable under any taxation or other statute;

"Trade Marks" means the names, marks or devices of the Seller.

1.2 Interpretation

In this Agreement, (unless repugnant or contrary to the context hereof):

- (a) reference to the singular includes a reference to the plural and vice versa, and reference to any gender includes a reference to all other genders;
- (b) reference to an individual includes a reference to the legal representative, successor, legal heir, executor and administrator of such individual;
- (c) reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions;


Page 7 of 20

- (d) references to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation;
- (e) references to any Article, Clause or Schedule shall be deemed to be a reference to an Article, Clause or Schedule of or to this Agreement;
- (f) references to the words 'hereof', 'herein', 'hereby', 'hereto' and derivative or similar words refer to this entire Agreement;
- (g) references to the words "including" and "*inter alia*" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not those words are followed by such phrases or words of like import;
- (h) references to law shall include the laws, acts, ordinances, rules, regulations, or bye laws which have the force of law and shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of being applied to any transactions entered into hereunder; and
- (i) all reference to "Rupees" refers to the currency of India.

ARTICLE 2 TRANSFER AND ACQUISITION

2.1 Agreement to Transfer and Acquire

Subject to the provisions of this Agreement, on the Closing Date, the Seller shall sell, transfer, convey and assign the Business to the Purchaser and the Purchaser shall purchase and acquire the Business from the Seller, free from any and all Encumbrances on a going concern basis by way of a slump sale and shall specifically include the Assets and the Liabilities in such transfer with effect from 1st March 2024.

ARTICLE 3 EMPLOYEES AND EMPLOYEE BENEFIT

3.1 Employees and the Continuing Employees.

- 3.1.1 The Purchaser has agreed to make an offer to appoint all employees directly employed by the Seller and who are associated with the Business as of the Agreement Date into its employment on and from the Closing Date on terms and conditions commensurate with the prevalent employment policies of the Purchaser, which shall be not less favorable than those available to the Employees as on the Agreement Date. The offer of employment by the Purchaser to the Employees shall be on the basis of continuity of service for the purposes of terminal benefits like provident fund and gratuity, as applicable, and shall not be deemed to have been interrupted by reason of appointment on the Purchaser's payroll.
- 3.1.2 On the Closing Date, the Purchaser shall issue employment offer letters to all Employees, conditional upon the occurrence of the Closing. Such Employees who accept the offer by signing and delivering the employment offer letter to the Purchaser and agree to become the employees of the Purchaser on and from the Closing Date as per the employment offer letter of the Purchaser are herein referred to as the **Employees**.

3.2 **Transfer of Employee Benefits**

- 3.2.1 The Purchaser shall be responsible for payment of all contributions in respect of Employee Benefits due to the Employees for the period commencing from the Closing Date unless the Closing does not occur in terms of this Agreement.

**ARTICLE 4
CONSIDERATION**

4.1 **Consideration**

The consideration for the transfer and acquisition of the Business of the Seller shall be Rs. 1,40,00,000/- to be discharged by the Purchaser to the Seller (hereinafter the "**Consideration**");

- 4.2 The transaction set out in this Agreement is an outright slump sale of the entire business as a going concern.

**ARTICLE 5
PRE-CLOSING COVENANTS**

5.1 **Conducting the Business**

From the Agreement Date, the Seller shall carry on and conduct the Business in the Ordinary Course in consultation with the Purchaser and in a prudent manner. The Seller shall consult the Purchaser in regard to any action which is not in the Ordinary Course concerning the Business, or which is, to the best knowledge of the Seller, likely to cause a Material Adverse Effect in the Business, operations or prospects of the Business. The Seller shall be responsible for the conduct of the Business until the Closing Date.

**ARTICLE 6
CLOSING**

6.1 **Closing**

The Closing shall take place on the Closing Date at such place as the Parties may mutually agree.

6.2 **Closing Activities**

At Closing, the Parties shall do and perform or cause to be done and performed each of the following activities (collectively referred to as the "**Closing Activities**"): -

- 6.2.1 The Seller shall hand over to the Purchaser, all authorizations required for transferring the Business to the Purchaser, and the Purchaser shall hand over to the Seller, all corporate authorizations required for acquiring the Business from the Seller.

- 6.2.2 The Seller shall transfer, assign and deliver to the Purchaser and the Purchaser shall acquire and accept, all of the then existing Assets, including without limitation all of the property and assets, tangible and intangible, of every kind, nature and description and wherever situated, owned, leased, possessed or held on the Closing Date by the Seller exclusively relating to the Business. In pursuance hereof, the Seller represents, covenants and undertakes that the Seller will, on the Closing Date, transfer the title by delivery of possession to the Purchaser of all the Assets which can pass by delivery and, in respect of Assets which require transfer/assignment by instrument or documents, the Seller and the Purchaser shall execute such instruments or documents and the Parties shall cause them to be registered, if required by applicable Laws, with the appropriate authorities.

- 6.2.3 The Seller shall reasonably co-operate with the Purchaser in applying to such Governmental Authorities for transfer of the relevant licences, approvals and permissions consequent upon the sale and purchase of the Business by the Seller to the Purchaser in order to ensure that all the Government Permits in relation to the Business are duly transferred or, as applicable, freshly issued in favour of the Purchaser expeditiously.
- 6.2.4 The Seller shall deliver the possession of the Business including all Assets to the Purchaser and the Purchaser shall accept the same and such delivery shall transfer title to such assets to the Purchaser;
- 6.2.5 The Seller shall deliver the possession of the original employment offer letters which have been duly executed by the Employees to the Purchaser;
- 6.2.6 The Seller shall, in consultation with the Purchaser, have intimated counterparties to the Contracts about the transfer of the Business to the Purchaser with effect from the Closing Date. In relation to each such Contract, the Seller agrees to use all commercially reasonable endeavors (including after the Closing Date) to ensure that such counterparty agrees to enter into fresh arrangements with the Purchaser, for the remaining term of the Contract, on terms and conditions no less favorable to the Purchaser than the terms and conditions that were provided to the Seller; and
- 6.3 The Purchaser shall, on the Closing Date, pass the appropriate Board resolution to pay the consideration amount to the seller through banking channels.
- 6.4 The Closing shall occur when each of the Closing Activities has been done, performed, or completed.

ARTICLE 7 POST-CLOSING COVENANTS

7.1 Seller's Obligations

The Seller shall extend all facilities to the Purchaser as may be necessary or required from time to time by the Purchaser and/or do all such acts, matters and things and execute all such deeds and documents as also applications and writing and make such declarations as may from time to time be necessary for effectively completing the transaction of the sale of the Business of the Seller as a going concern in terms of this Agreement and vesting the Business of the Seller in the Purchaser.

7.2 Letters to Debtors

The Seller shall use best efforts to obtain written confirmations from each of the parties from whom sums are outstanding, due, and receivable in respect of the Business, and intimate such parties to pay such sums directly to the Purchaser after the Closing Date.



ARTICLE 8
REPRESENTATIONS AND WARRANTIES OF PARTIES

8.1 The Seller represents to Purchaser as follows:

- (i) It is a duly registered the limited liability partnership firm, registered with the Ministry of Corporate Affairs, is in compliance with all the provisions of the Limited Liability Partnership Act, 2008 and is in good standing under the Law;
- (ii) It has all of the necessary competence and authority to own, lease and operate its assets and to carry on its business as presently conducted;
- (iii) It has all necessary power and authority to enter into this Agreement and perform its obligations thereunder and that the execution, delivery and the consummation of the transactions contemplated thereby have each been authorized by all necessary and lawful action and do not violate any judgment, order or decree;
- (iv) The execution, delivery, performance and consummation of the transactions contemplated by this Agreement do not constitute a material default pursuant to any material contract by which it or any its material assets are bound, or an event that would, with notice or lapse of time or both, constitute such a default.
- (v) The Seller is the sole legal and beneficial owner of the Business and shall, till the consummation of the transactions envisaged herein, continue to have the right, title, interest, power and authority to sell, convey, and deliver the assets of the Business to the Purchaser free of any liens.
- (vi) The business accounts provided by the Seller to the Purchaser are correct and complete in all material respects, fairly present the financial condition, assets and liabilities of the Seller in relation to the Business as at the Closing Date and the results of its operations for such periods, and have been prepared in accordance with the accounting standards and applicable Law;
- (vii) The unaudited and provisional balance sheet of the Seller, and the related statements of earnings and the Seller equity and cash flows for the fiscal year then ended, accompanied by the notes thereto in relation to the Business provided to the Purchaser are correct and complete in all material respects, fairly present the financial condition, assets and liabilities of the Seller as at their respective dates and the results of its operations for such periods, and have been prepared in accordance with the accounting standards and applicable Law;
- (viii) The Seller has not defaulted under any Contract, and there are no circumstances likely to give rise to any such default. No party with whom the Seller entered into any of the Contracts is in default under it and, there are no circumstances likely to give rise to such a default;
- (ix) The Business Assets conferred upon or acquired by the Purchaser under or pursuant to this Agreement, comprise all the assets and rights which are necessary for carrying on the Business from Closing Date in substantially the manner it was carried on by the Seller prior to Closing Date;
- (x) The Seller is not a party to any claim, litigation or arbitration proceedings affecting the Business which are in progress and, have not been served with any notices to this effect;
- (xi) There are no governmental or official investigations or enquiries concerning the Business which is in progress or pending or threatened in this regard;

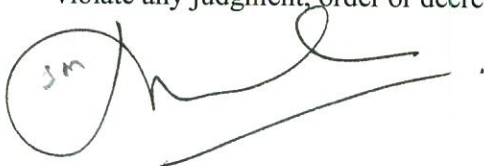


- (xii) All licenses, approvals, Permits and consents required for the carrying on of the Business have been obtained and are in full force and effect;
- (xiii) The Seller is not in default under any licence, approval, Permit or consent in relation to the Business that would individually or in aggregate result in a closure of the Business;
- (xiv) The Seller is not involved in any dispute with or subject to any investigation by any Tax authority concerning any matter likely to affect the Business or any of the Assets;
- (xv) All stamp duty and Taxes, duties or registration fees have been paid in respect of all documents to which the Seller is party which are of importance and which relate to the Business;
- (xvi) The Business Assets are free from all tenancies, mortgages, charges, Encumbrances or other adverse rights;
- (xvii) The Seller has possession of, or under its control, all deeds and documents which are necessary to prove title to the Business Assets, and all such deeds and documents have been provided to the Purchaser;
- (xviii) The Business Assets and their use for the purposes of the Business as is currently carried out comply with the local applicable Laws and the building laws and bye-laws in order that the same does not trigger the termination of the Property Documents or otherwise materially affect the operations of the Business;
- (xix) There are no outstanding disputes with any person relating to the Business, any of the Business Assets or their use;
- (xx) The Seller has not infringed any intellectual property rights of any third parties and further that they possess valid registrations for trade name that they currently use and that such trade name do not infringe the marks of any third party;
- (xxi) The Seller has not received notice of any claim within the period of six (6) months preceding the Agreement Date in respect of the Business;
- (xxii) No notices, complaints or requirements have been received by the Seller from the local, county or other competent authority, body or agency in respect of any of the Business Assets and no proposals, orders, acts or things have been made or done by any such competent authority, body or agency concerning the compulsory acquisition of all or any part of the Business Assets;
- (xxiii) No past amounts are payable by the Seller to any of its employees, vendors, suppliers, consultants, agents, workers or any other Person, other than the amounts payable for the current month of the execution of this Agreement;

ARTICLE 9 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

9.1 Purchaser represents to Seller as follows:

- i. It is a company duly constituted, validly existing and in good standing under the laws of the state or country in which it was incorporated;
- ii. It has all necessary power and authority to enter into this Agreement and perform its obligations thereunder and that the execution, delivery and the consummation of the transactions contemplated thereby have each been authorized by all necessary and lawful action and do not violate any judgment, order or decree;



Page 12 of 20

- iii. The execution, delivery, performance and consummation of the transactions contemplated by this Agreement do not constitute a material default pursuant to any material contract by which it or any its material assets are bound, or an event that would, with notice or lapse of time or both, constitute such a default.

ARTICLE 10 MISCELLANEOUS

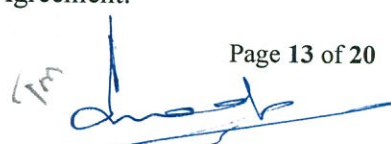
10.1 Force Majeure

Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement if such failure or delay is wholly caused by riots, civil, commotion, wars, hostilities between nations, material adverse change in governmental laws, orders or regulations, embargoes, actions by the government or any agency thereof, acts of god, storms, fires, accidents, strikes, sabotages, explosions, terrorist acts or other similar or different contingencies beyond the reasonable control of the respective Parties and the Parties have endeavoured to mitigate such loss or damage. If, as a result of any material adverse change of legislation or government action, any Party or Parties are precluded from receiving any benefit to which they are entitled hereunder, the Parties shall review the terms of this Agreement so as to make best efforts to restore such Party to the same relative positions as previously obtained hereunder.

10.2 Confidentiality

- 10.2.1 The Parties acknowledge that the subject matter and the terms contemplated herein are of a confidential nature and neither Party shall make or cause to be made any announcement or disclosure to any third party without the prior written consent of the other Party except as required by any applicable Law or legal process issued by any court or any government authority or rules or regulations of any relevant regulatory authority (including but not limited to any relevant stock exchange) or to their own bankers, advisors or consultants specifically retained for the subject matters contemplated herein.
- 10.2.2 The Seller and the Purchaser acknowledge that each Party has information in respect of or relating to the business and the other Party, including financing and its dealings, transactions, affairs plans, and proposals all of which information is important to the Business and the Parties ("**Confidential Information**"). Confidential Information includes without limitation confidential or secret information relating to trade secrets, know-how, ideas, business methods, finances, prices, business plans, sales targets, statistics, customer lists, customer relationships, computer systems, and computer software of the Business. Each of the Parties further acknowledges that the disclosure of Confidential Information whether directly or indirectly to any Person would place the Purchaser and the Seller (whether or not the Closing occurs) at a disadvantage/risk and would do damage to the respective Party's business. The Parties accordingly agree to enter into the restrictions contained in this Article 10.
- 10.2.3 Each Party shall not at any time after the date of this Agreement:
- (a) disclose to any Person except to those authorised by the other Party;
 - (b) through failure to exercise all due care and diligence cause or permit any unauthorised disclosure of,

any Confidential Information but these restrictions shall cease to apply to information which (other than through the fault of the Seller) becomes available to the public generally. The provisions of this Article shall survive the termination of this Agreement.



10.2.4 Notwithstanding the foregoing, the confidentiality obligation shall not apply to:

- (a) any information which becomes generally known to the public, other than by reason of a breach of this Agreement by the other Party;
- (b) any information in relation to which the Party receiving such information had prior written consent from an authorized representative of the other Party to disclose to a third party;
- (c) any information that was required to be disclosed by the applicable Law (including any rule or regulation of any stock exchange);
- (d) any information that is required to be disclosed by the order of a court of competent jurisdiction or other competent authority, insofar as such disclosure is needed to comply with that order; and/or
- (e) any information that may be required to be disclosed by the Seller or the Purchaser for obtaining any corporate or regulatory approvals for the transactions contemplated by this Agreement or for fulfilling its obligations under this Agreement including any disclosures by the Seller to financial institutions to obtain release of charge over Assets or to any Governmental Authorities for receiving consents for consummating the transaction as contemplated in this Agreement.

10.5 Expenses

Subject to Article 10.6, each Party shall bear and pay its respective costs and expenses including professional fees and costs of its respective advisors and counsel.

10.6 Stamp duty, Registration Fees, Taxes and Duties

The Purchaser shall be responsible for and exclusively bear all the stamp duty and registration fees arising out of or in connection with the transfer of the Business of the Seller or consummation of the transactions contemplated herein including but not limited to stamp duties and registration fees payable on the documents executed for the consummation of the transaction contemplated herein.

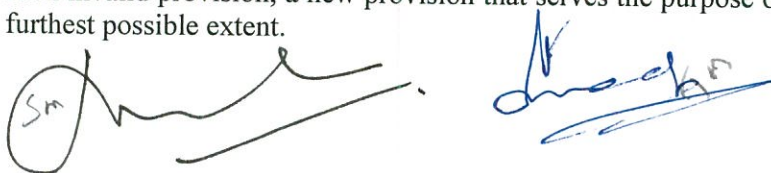
10.7 Counterparts

The Parties may execute this Agreement in counterparts and each fully executed counterpart shall be deemed an original.

10.8 Invalid Provisions not to invalidate whole Agreement

10.8.1 In the event of any one or more of the provisions contained in this Agreement being waived, modified or altered, none of the other provisions hereof shall in any way be affected or impaired thereby.

10.8.2 If any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect under any applicable Law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired. Where the provisions of such applicable Law may be waived, they are hereby waived by the Parties to the full extent permitted so that this Agreement shall be deemed to be valid, binding, and enforceable in accordance with its terms. If any provisions of this Agreement become invalid, the Parties agree to substitute for such invalid provision, a new provision that serves the purpose of the invalid provision to the furthest possible extent.

The block contains two handwritten signatures. The signature on the left is in black ink and appears to be 'Sm' followed by a stylized flourish. The signature on the right is in blue ink and is more complex, with several loops and a horizontal line at the end.

10.9 Notices

10.9.1 Any notices, requests, demands or other communication required or permitted to be given under this Agreement shall be written in English and shall be delivered in person, or sent by courier or by certified or registered mail, postage prepaid or transmitted by facsimile and properly addressed as follows:

(i) In the case of notices to the Seller, to:

Attention: Mrs. Tejal Modi
E mail: tmodi@modiproperties.in

(ii) In the case of notices to the Purchaser, to:

Attention: Mr. Soham Satish Modi
E mail: sohammodi@modiproperties.com

(i) In case of notice to Partners, to:

Attention: Mrs. Tejal Modi
E mail: tmodi@modiproperties.in

or at such other address as the Party to whom such notices, requests, demands or other communication is to be given shall have last notified the Party giving the same in the manner provided in this Article, but no such change of address shall be deemed to have been given until it is actually received by the Party sought to be charged with the knowledge of its contents.

10.9.2 Any notice, request, demand or other communication delivered to the Party to whom it is addressed as provided in this Article 10 shall be deemed (unless there is evidence that it has been received earlier) to have been given and received, if: -

- (i) Sent by mail, except air mail, 7 (seven) Business Days after posting it;
- (ii) Sent by airmail, 3 (three) Business Days after posting it; and
- (iii) Sent by facsimile, when confirmation of its transmission has been recorded by the sender's facsimile machine.

10.10 Specific Performance

The Parties agree that in the event of any breach or threatened breach by the other Party of any covenant, obligation or other provision set forth in this Agreement, the non-defaulting Party shall be entitled, in addition to any other remedy that may be available to it, to seek: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provisions; and/ or (ii) an injunction restraining such breach or threatened breach.

10.11 Waiver

Either Party to this Agreement may (a) extend the time for performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered by the other Party pursuant hereto or (c) waive compliance with any of the Agreements or conditions of the other Party

contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by both the Parties. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition, of this Agreement. The failure of any party to assert any of its rights hereunder shall not constitute a waiver of any such rights.

10.12 **Good Faith**

Each of the Parties hereto undertake with the other to act in the utmost good faith in interpreting and implementing this Agreement and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

10.13 **Variation**

Any variation of this Agreement shall be mutually agreed in writing and executed by the Parties.

10.14 **Survival**

The provisions set forth in clauses relating to Termination, Confidentiality, Indemnity, Expenses, Governing Law and Jurisdiction, Dispute Resolution, Notices, and Survival hereof shall survive termination of this Agreement.

10.15 **Partnership**

Nothing in this Agreement shall constitute a partnership or joint venture between the Parties hereto under applicable Indian laws.

10.16 **Headings**

The headings of the articles and sub-articles of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

ARTICLE 11 GOVERNING LAW AND JURISDICTION

11.1 **Governing Law**

This Agreement and all questions of its interpretation shall be construed in accordance with the laws of the Republic of India, without regard to its principles of conflicts of laws.

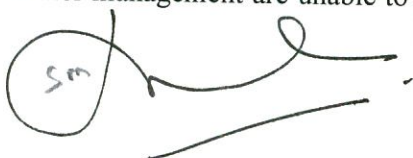
11.2 **Jurisdiction**

Courts at Hyderabad, India shall have the exclusive jurisdiction in respect of any matter or dispute connected with this Agreement.

ARTICLE 12 DISPUTE RESOLUTION

12.1 **Arbitration Procedure**

Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties in connection with or arising out of this Agreement or the breach, termination or invalidity thereof (hereinafter referred to as a "**Dispute**") shall be referred in the first instance, to the senior management of the Seller and Purchaser for amicable resolution. In the event the senior management are unable to resolve the Dispute within 15 (fifteen) Business Days from



the date of reference of such Dispute, the Principals shall inform their respective Parties for reference and final resolution of the Dispute by arbitration irrespective of the amount in Dispute or whether such Dispute would otherwise be considered justifiable or ripe for resolution by any court. This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in such arbitration proceeding, which award, if appropriate, shall determine whether and when any termination shall become effective.

12.2 Venue of Arbitration

The venue of the arbitration shall be Hyderabad and the arbitration shall be conducted under and in accordance with, this Article 15 and the Arbitration and Conciliation Act, 1996, as it may be in force from time to time.

12.3 Number of Arbitrators

The arbitration shall be conducted before an arbitral tribunal composed of 3 (three) arbitrators.

12.4 Appointment of Arbitrators

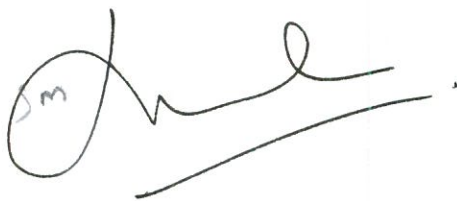
In the event there is a dispute between the Seller and the Purchaser, the Seller and the Purchaser shall each be entitled to appoint one (1) arbitrator and the 2 (two) arbitrators so appointed shall jointly appoint the third arbitrator to act as chairman of the arbitral tribunal.

12.5 Language of Arbitration

The language of the arbitration shall be English.

12.6 Award and Apportionment of Costs

The award rendered shall be in writing and shall set out the reasons for the arbitral tribunal's decision. The award shall allocate or apportion the costs of the arbitration as the arbitral tribunal deems fair.



12.7 Award Final and Binding

The Parties agree that the arbitration award shall be final and binding on the Parties. The Parties agree that no Party shall have any right to commence or maintain any suit or legal proceedings (other than for interim or conservatory measures) until the Dispute has been determined in accordance with the arbitration procedure provided herein and then only for the enforcement of the award rendered in the arbitration. Judgment upon the arbitration award may be rendered in any court of competent jurisdiction or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

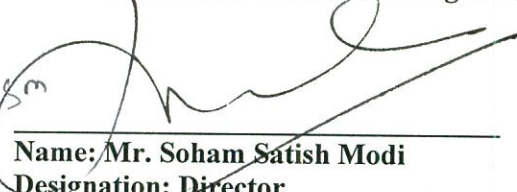
In witness whereof the Parties have signed this Deed on the Execution Date and at the place mentioned hereinabove.

For and on behalf of Summit Sales LLP

(M) 

Name: Mrs. Tejal Modi
Designation: Designated Partner

For and on behalf of Modi Housing Private Limited

(M) 

Name: Mr. Soham Satish Modi
Designation: Director

Witnesses:

1.

Name:

2.

Name:


G. Kangkar, S-4-187/324, 2nd floor,
Soham Housing, N.C. Road,
Secundabad- 500003



A. SAMBASIVARAO

Sl.no	Description	Requirement	Client Response	Amount
1	Period of holding - If the undertaking was held for less than 36 months then it would be short term capital gain. Other wise long term capital gain	Provide the date of starting the trading operations and confirm if it is long term or short term	Pending	
2	Cost of acquisition = Networth of the undertaking [Section 50B(2)] Networth calculation is prescribed in Explanation 1 to section 50B			
	As per Explanation 1 to Section 50B Networth = Aggregate value of total assets minus Value of liabilities as appearing in books			
	Networth Computation Aggregate value of total assets Less: Book value of liabilities Networth	Provide list	Refer Annexure - C,D,E & G Refer Annexure - F & H	4,27,51,198 2,91,16,328 1,36,34,870
	As per Explanation 2 to Section 50B Aggregate Value of total assets shall be			
a	For depreciable assets - WDV as determined in accordance with 43(6)(c)(i)(c) - which is as under (C) In the case of a slump sale, decrease by the actual cost of the asset falling within that block as reduced— (a) by the amount of depreciation actually allowed to him under this Act or under the corresponding provisions of the Indian Income-tax Act, 1922 (11 of 1922) in respect of any previous year relevant to the assessment year commencing before the 1st day of April, 1988; and (b) by the amount of depreciation that would have been allowable to the assessee for any assessment year commencing on or after the 1st day of April, 1988 as if the asset was the only asset in the relevant block of assets, so, however, that the amount of such decrease does not exceed the written down value:	For all depreciable assets currently book value is taken. Want a separate list of assets being transferred with the date of acquisition and calculation of depreciation as if it was the only asset in the block	WDV of FA working pending - Annexure D	47,41,081
aa	In case of goodwill - not applicable	NA		
b	In case of capex claimed under section 35AD - not applicable	NA		
c	In case of other assets book value	Provide List	Refer Annexure- C,E & G	3,80,10,117
	Aggregate Value of total assets shall be			4,27,51,198
3	Sale Consideration = FMV as determined in accordance with Rule 11UAE			
	11UAE - Calculation of FMV FMV shall be higher of FMV1 or FMV2			
	FMV 1 FMV 2 (Sale Consideration) Higher of the two	Please provide as per BTA	It will be based on sale consideration working.	1,36,34,870 1,36,34,870
3(a)	FMV 1 shall be fair market value calculated as per formula FMV 1 = A+B+C+D-L			
A	Book value of all assets as appearing in books of accounts Less: Jewellery Artistic work Shares and securities Immoveable properties Sub-total Less:	Provide list	Refer Annexure- C,D,E & G	Amount 4,27,51,198
(i)	Income tax paid (adv tax, TDS, TCS) minus refund claimed	Confirm if included in assets transferred	Not Included	-
(ii)	Unamortised amount of deferred expenditure being transferred	Confirm if included in assets transferred	Not Included	-
	Total for A			4,27,51,198
B	FMV of Jewellery	NA		-
C	FMV of Shares and securities	NA		-
D	FMV of Immoveable property (as per stamp duty value)	NA		-
	Total A + B + C + D			4,27,51,198
Less:	L Book value of liabilities Less: (if Included in above list)	Provide List	Refer Annexure - F & H	2,91,16,328
(i)	Paid up share capital	NA		-
(ii)	Amount set apart for dividends	NA		-
(iii)	Reserves and surplus	To confirm	Not Included	-
(iv)	Provision for tax	To confirm	Not Included	-
(v)	Provisions (unascertained liabilities)	To confirm	Not Included	-
(vi)	Contingent liabilities	To confirm	Not Included	-
	Sub-total for L			2,91,16,328
	FMV 1 = A+B+C+D-L			1,36,34,870
	Capital gains computation Sale consideration - Higher of FMV1 or FMV2 Rule 11UAE Less: Cost of acquisition - Networth			1,36,34,870 1,36,34,870
	Capital gains			

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Annexures to SSSLP BTA

ANNEXURE -C

Details of Receivables for closing stock sold at cost price

Store Name	Amount (Rs.)
SSLLP-All Stores	2,07,84,873

ANNEXURE -D

Details of Fixed Assets

Particulars	Amount (Book Value)
Camera	8,787
Delivery Van Dost	1,29,901
Granite Cutting Machine	77,256
Jeeto Vehicle	2,78,646
Mahindra Jayo	2,84,141
Tata Winger	3,86,027.24
Wagnor 1	1,05,257.50
Wagnor 3	37,402
Wagnor 4	1,51,838
Containers	25,77,500
Mahindra Jayo - Logistics	4,12,210.60
Maruthi Alto LXI - Logistics	2,92,114.90
Total	47,41,081.24

ANNEXURE -E

Details of Receivables against Invoices

Particulars	Amount
Sundry Receivables against Invoices	1,58,68,876

ANNEXURE -F

Details of Payables to Vendors

Particulars	Amount
Sundry Payables to Suppliers	2,52,88,779

ANNEXURE -G

Details of Other Current Assets

Particulars	Amount
Cash In Hand	24,794
Deposits	3,05,000
Advances to Suppliers	8,79,541.82
Card Advances & On accounts	1,09,928.84
Other Advances (Except TDS Receivable & GST Input)	37,103.00
Total	13,56,367.66

ANNEXURE-H

Details of Other Current Liabilities

Particulars	Amount
Advances payable (Except SSSLP, Villa 387, Customer Suspense Ac)	38,27,549
Total	38,27,549

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[Signature]

ANNEXURE:-E**Details of Receivable against Invoices:**

MSUP-AMTZ Medpolis Square 801 Pvt Ltd-Vizag 37	3,88,155.00	
MSUP-AMTZ Medpolis Square Pvt Ltd-Vizag37	2,632.00	
MSUP-AVR Gulmohar Welfare Association	2,849.00	
MSUP-Biopolis GV LLP	24,869.00	
MSUP-Dr.NRK Biotech Private Limited	2,05,318.40	
MSUP-Gulmohar Welfar Association	6,242.00	
MSUP-GV Research Centers Pvt LTd	70,800.00	
MSUP-GVSH Manufacturing Facilities Pvt Ltd	60,534.00	
MSUP-Inventopolis LLP	4,515.00	
MSUP-Matrix Recon Private Limited	26,406.45	
MSUP-Mayflower Grand Owners Association	723.96	
MSUP-May Flower Platinum Welfare Association	2,563.00	
MSUP-Modi Builders Methodist Complex	24,678.00	
MSUP-Modi GV Ventures LLP	35,746.00	
MSUP-MODI REALITY POCHARAM LLP	20,43,877.00	
MSUP-Modi Realty LG Malakpet LLP	10,025.00	
MSUP-Nilgiri Estates	93,401.00	
MSUP-Rajesh Kumar J.Kadokia	65,124.00	
MSUP-RM Mansion	2,075.00	
MSUP-Satyavani Homes JV	32,859.38	
MSUP-Serene Constructions LLP	8,14,291.86	
MSUP-Sharad Kumar J.Kadokia	3,40,888.00	
MSUP-Silver Oak Villas LLP	1,99,451.22	
MSUP-Silver Oak Welfare Association	28,381.00	
MSUP-Syed Mehdi and Razia Banu	11,806.00	
MSUP-Vista Homes Owners Association	55,390.96	
MSUP-Vista View LLP	27,042.00	
	45,80,644.23	
MSUP-Mehta & Modi Reality Kowkooor LLP	47,35,969.64	
MSUP-Modi Properties Pvt Ltd	1,29,373.00	
MSUP-MODI REALITY GENOME VALLEY LLP	11,03,913.77	
MSUP-MODI REALTY MALLAPUR LLP	53,18,975.45	
	1,12,88,231.86	1,58,68,876
ANNEXURE-F		
Payables to suppliers		
SUP-Akshaya Traders	8,276.00	
SUP-Avighna Distributors	20,310.00	

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SUP-Avirat Industries	10.00	
SUP-Balaji Steel & Cement Traders	2,32,952.00	
SUP-Bath Store	6,04,025.00	
SUP-Bhagwati Steel Tubes	4,11,822.00	
SUP-Bharat Tubes Corporation	14,46,982.83	
SUP-Blue Fence System Pvt Ltd	32,256.00	
SUP-Elegant Enterprises	27,045.00	
SUP-Ganesh Tube Traders	67,959.80	
SUP-Honesty Tools & Hardware Mart	944.00	
SUP-Industria Needs	30,50,216.00	
SUP-Jinkrupa Agency	21,240.00	
SUP- JVM Enterprises	2,71,331.00	
SUP-Kadakia & Modi Housing	10,670.00	
SUP-Kanishk Enterprises	30,029.00	
SUP-Kaveri Timber Depot	14,573.00	
SUP-Kothari Fire Safety Equipments	1,50,509.00	
SUP-K R Equipment	15,063.00	
SUP-Mercury Engineering Systems	10,439.00	
SUP-Navkar Electrical Enterprises	1,07,875.00	
SUP-NCL Buildtek Limited	34,500.00	
SUP-Neha BuildPro Private Limited	10,340.00	
SUP- Niki Doors	3,77,873.00	
SUP-OBEL COMPUTERS PRIVATE LIMITED	200.00	
SUP-Overseas Hardware & Tools Centre	2,20,009.00	
SUP-Paridhi Enterprises	1,13,911.00	
SUP-P L Trading	73,042.00	
SUP-Praful Sanitary	40,39,583.00	
SUP-Premier Engineering Corporation	71,70,437.42	
SUP-Reflections Electricals (P) Ltd.	27,73,527.92	
SUP-Ritvik Engineers	4,071.00	
Sup-Safe on Site Products	12,35,346.00	
SUP- Sai Rupa Battery Sales & Services	8,500.00	
SUP-Santhosh Tarpaulin	38,439.00	
Sup-Sathyavarapu Hardwares	23,935.00	
SUP- SFS Hardware	1,61,895.00	
SUP-Shiva Engineering Works	1,29,824.00	
SUP-Shubham Enterprises	56,828.62	
SUP-S K Marketing	2,19,657.00	
SUP-Sree Sree Enterprises	11,139.00	
SUP-Sri Arihant Steels	45,294.00	
SUP-Sri Balaji Marketing Associates	8,87,935.99	
SUP-Sri Laxmi Ganesh Steels & Hardware	30,872.00	
SUP-S.R. Lights	23,010.00	
SUP-Sunrise Enterprises	17,464.00	
SUP-Supreme Agencies	18,663.00	
SUP-The Commercial Trading Corporation	3,39,382.00	
SUP-Vasant Enterprises(Steel)	4,48,203.00	
SUP-Veerabhadra Enterprises	42,263.84	
SUP-Venkataramana Stationery & Binding Works	12,664.40	
	2,51,03,337.82	
CONT-Chhotelal	43,346.00	
D.Ramulu	7,184.00	
	50,530.00	

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SP-Expert Security Guards	39,668.00	
SP-KGM & Co.	10,800.00	
SP-Shreyas Services	84,443.00	
	1,34,911.00	2,52,88,779
Annexure-G		
Details of other Current Assets		
Advances to Suppliers		
Mani System & Services	35,000.00	
SUP Archanalok Trading Company	66,687.00	
SUP-Arpita Exports	7,994.00	
SUP- Bharat Aluminium	4,031.00	
Sup-Bhavani Traders	95,953.00	
SUP-Global Safety Solutions	2,280.00	
SUP-Hestia	763.00	
SUP-Hindustan Associates	2,200.00	
SUP-Kasula Euro Fastners	1,95,880.00	
Sup-Leela Steel Railing & Furniture	46,558.00	
SUP-Marble World	5,900.00	
SUP-Noor Timber Overseas	14,895.86	
SUP-Paridhi Ispat	12,800.00	
SUP-Pasari Trading Company	8,417.00	
SUP-Patel & Company	1,64,575.96	
SUP-Pranav Agencies	1,39,451.00	
SUP-Rajadhani Tiles Company	17,700.00	
SUP-Shiva Sales Agencies	3,586.00	
SUP-Shweta Computers	33,336.00	
SUP-SM Corporation	30.00	
SUP-Sri Venkateshwara Power Tech	12,500.00	
SUP-Technovision Sales and Services	500.00	
SUP-Uttam Metals	8,504.00	
	8,79,541.82	8,79,541.82
B-Praveen Open Card A/c	8,860.00	
ECARD-HEMENDRA -009783600000550	5,400.00	
ECARD-RAGHU 009783600000786	12,673.55	
ECARD-Rama Rao -009783600000540	9,950.00	
ECARD-Riyaz- 009783600000580	10,000.00	
Grand Total	46,883.55	
P.Prabahakar Open card	6,471.10	
	6,471.10	
Devi Lavanya	40,000.00	
P Prabhakar Petty Cash	16,574.19	1,09,928.84
Other Advances		
MSUP-N Laxmi Narayana Paints	26,057.00	
MSUP-Rohan Constructions Pvt Ltd	11,046.00	
	37,103.00	37,103.00
Advances payable		

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MSUP-MODI PROPERTIES PRIVATE LIMITED Mayflower Platinum	3,045.00	
MSUP-MC Modi Educational Trust	4,59,712.00	
MSUP-Modi Housing Private Limited Silver Oak Villas	14,50,495.00	
MSUP-PARAmount Estates	0.76	
MSUP-Crescentia Labs Pvt Ltd	11,31,552.00	
MSUP-GV Discovery Centres Pvt.Ltd.	7,82,744.42	
	38,27,549.18	38,27,549.18
DEPOSITS		
BPCL	5000.00	
DEP-Nalla Ramesh	60000.00	
DEPP-Isha Software Solutions	180000.00	
DEP-R.Archana	60000.00	
	3,05,000.00	

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