

SCANNED



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No: 669, Date :27/03/2014, Rs.100/-
Sold to: RAMACHARYULU S/o. Late L.RAGAVENDRA RAO
For Whom: JMKGEC Realtors Pvt Ltd & Others

BG 638626
G.C. RAMACHANTH RAO
Licenced Stamp Vendor
S.V.L.No.26-07-091 of 2012
Shop No.105, 1st Floor,
Amrutha Estates, Himayath Nagar,
HYDERABAD-500 029.
Phone No:9246577716

SALE DEED

This Sale Deed is made and executed at Hyderabad on this the 28th day of March 2014 between:

(1) **Ramky Estates and Farms Limited**, a company incorporated under the Companies Act, 1956 and having its registered office at 9th Floor, Ramky Grandiose, Ramky Towers complex, Gachibowli, Hyderabad, represented by its duly authorized signatory, Sri P V Srinivas S/o. P.V. Sharma aged 50 years, General Manager – Business Development of Ramky Estates and Farms Limited (hereinafter referred to as the "Vendor" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors in interest, transferees and permitted assigns) of the First Part;

AND

(2) **JMKGEC Realtors Private Limited**, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad - 500 003, represented by its duly authorized signatory: M/s. Modi Properties and Investments Pvt Ltd, represented by their Managing Director Shri Soham Modi S/o. Sri. Satish Modi aged 44 years, hereinafter referred to as the "Buyer I", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns of the Second Part;

For Modi Properties & Investments Pvt. Ltd.



[Signature]
Managing Director

Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Ranga Reddy (R.O) along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 808280/- paid between the hours of 2 and 3 on the 28th day of MAR, 2014 28th day of MAR, 2014 28th day of MAR, 2014 by Sri P V Srinivas

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink	Thumb Impression
1	CL			M/S. MODI PROPERTIES AND INVESTMENTS PVT LTD M. DIRECTOR S. HAM MODI S/O. SATISH MODI HYDERABAD, [1510-1-2014-4458]		
2	EX			P V SRINIVAS (AUTHORIZED SIGNATORY) S/O. P.V. SHARMA HYDERABAD, [1510-1-2014-4458]		

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			T. VAMSHI KRISHNA HYD [1510-1-2014-4458]	
2			K. PRABHAKAR REDDY SEC-BAD [1510-1-2014-4458]	

28th day of March, 2014

Signature of Joint Sub-Registrar
Ranga Reddy (R.O)

మహాశ్వేద గమ్యానుభవ
అయింట్ నవ్ లెజిస్లేషన్-1
రంగారెడ్డి జిల్లా



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Joint Sub-Registrar
Ranga Reddy (R.O)

AND

- (3) **SDNMKJ Realty Private Limited**, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad - 500 003, represented by its duly authorized signatory, M/S Modi Properties and Investments Pvt Ltd, represented by their Managing Director Shri. Soham Modi S/o. Shri. Satish Modi aged 44 years, hereinafter referred to as the "**Buyer 2**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns of the **Third Part**.

The Buyer 1 and Buyer 2 shall hereinafter be collectively referred to as "**Buyers**". The Buyers and the Vendor shall hereinafter be individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS:

- (A) By way of letter dated 4 September 2002 bearing Letter Number 2051/2002 addressed to the Mandal Revenue Officer, Serilingampally Mandal, the District Collector, Ranga Reddy District, Revenue Department, Government of Andhra Pradesh directed the MRO to resume land to the extent of 33.23 acres situated in Survey Numbers 115/16, 115/19, 115/20, 115/22, 115/24, 115/25, 115/27, 115/29, 115/30 and 115/32, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh and hand over the said land to the Andhra Pradesh Industrial Infrastructure Corporation Limited ("**APIIC**").
- (B) APIIC, by way of provisional allotment order dated 16 January 2006 bearing Letter Number 1269/P M (IPU)/APIIC/2005(S) ("**Provisional Allotment Order**"), provisionally allotted to Shriram Venture Limited (under the name 'Shriram Financial Services Holdings Private Limited' as it was then known) ("**Shriram Venture**"), on "as is where is basis", land admeasuring 3.00 acres in Plot Nos. 31/Part and 32 in the Financial District situated in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village within the Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh to establish corporate office, back office and IT support and training centre. APIIC confirmed the allotment of land in favour of Shriram Venture by way of its letter dated 9 May 2006 and further, by way of this letter dated 9 May 2006, the Provisional Allotment Order was modified to reflect an allotment of 3.38 acres to Shriram Venture.
- (C) On 18 May 2006, APIIC executed an Agreement for Sale of Land bearing registration number 11682/2006 ("**Agreement for Sale**") for the allotment and handing over of possession of land admeasuring 3.38 acres on an "as is where is basis" situated at the Financial District bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, in favour of Shriram Venture. The Agreement of Sale states that Shriram Venture has paid the entire amount of consideration payable to APIIC for the allotment of the land.

For Modi Properties & Investments Pvt. Ltd.



[Signature]
Managing Director

Description of Fee/Duty	In the Form of					Total
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	0			
Transfer Duty	NA	0	0		6465780	6465880
Reg. Fee	NA	0	50		2424710	2424710
User Charges	NA	0	50		808230	808280
Total	100	0	100		100	150
					9698820	9699020

Rs. 8890490/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 808280/- towards Registration Fees on the chargeable value of Rs. 161647000/- was paid by the party through Cash and DD No ,8468,8474, dated ,25-MAR-14,25-MAR-14, of ,HDFC BANK/SEC-BAD,HDFC BANK/SEC-BAD./

Date

28th day of March, 2014

Signature of Registering Officer
Ranga Reddy (R.O)

మహాశ్వర్త యూనిట్
అయింట్ నవ్ రిజిస్ట్రార్-1
కర్నూల్ జిల్లా

Joint Subregistrar
Ranga Reddy (R.O)

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Registered as Document No... 4458/14
2014/1939 SE of Book 1. and assigned the
Identification Number as 1510 - 1-4439/14
For Scanning.

Date

7 APR 2014

Registering Officer



- (D) On 5 November 2007, Shriram Venture and the Vendor (then known as "Ramky Estates and Farms Private Limited") executed an unregistered Agreement of Sale Cum General Power of Attorney, as validated on 7 December 2012 in File No.5784/AR/2012 on the file of District Registrar and Collector, Ranga Reddy District ("Agreement of Sale cum GPA"), whereby, the Vendor agreed to construct 1,00,000 (One Lakh) sq.ft. of built up area along with 45,000 (Forty Five Thousand) sq.ft. of car parking area on the Land for Shriram Venture in consideration for a total sum of Rs. 14,00,00,000 (Rupees Fourteen Crores) paid by Shriram Venture to the Vendor, and transfer of undivided share of the Land to the extent of 12,738 sq.yds. by Shriram Venture to the Vendor. As per the terms of the Agreement of Sale cum GPA, the Vendor and Shriram Venture agreed that the Vendor shall be entitled to construct and retain built-up area of about 3.50 lakh sq.ft. and parking space of about 1,55,000 sq.ft. on the abovementioned undivided share of the Land to the extent of 12,738 sq.yds.
- (E) On 4 August 2009, APHC and Shriram Venture executed the Deed of Sale bearing registration number 4064/2009 ("Deed of Sale") for the transfer of land admeasuring 3.38 acres situated at the Financial District in Survey Numbers 115/22, 115/24 and 115/25, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District ("Land"), from APHC to Shriram Venture for the purpose of establishment of a corporate office, back office and IT support and training centre building. The details of the Land are more fully described in **Schedule A** annexed hereto. On 30 January 2013, Shriram Venture and the Vendor executed a Sale Deed bearing registration number 1218/2013 ("Sale Deed") for the transfer of a portion of the abovementioned Land, being land admeasuring 12,835 sq.yds. at Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District (hereinafter referred to as "**Undivided Share of Land**" and more fully described in **Schedule B** annexed hereto), from Shriram Venture to the Vendor.
- (F) Under the terms of the Agreement of Sale cum GPA, the Vendor has constructed for itself 4,54,278 lakh sq.ft. of premises comprising Ground, 1st to 4th and 9th floors in Tower A and total Tower B with effective car parking of 438 numbers in Lower & Upper Basements (total area of basements equivalent to 2,35,195sq.ft.) (Hereinafter referred to as "**Ramky Selenium**" and more fully described in **Schedule C** annexed hereto) with Vendor's own funds.
- (G) The Vendor is desirous of selling (i) 51,114 square feet of premises (forming part of Ramky Selenium) in the 2nd (25,557sq.ft) and 3rd (25,557sq.ft) floors of Tower A on Ramky Selenium, and (ii) 1852.83square yards of proportionate Undivided Share of Land, along with effective and exclusive car parking of 51 numbers on the Undivided Share of Land (hereinafter referred to as "**Schedule Property**" and more fully described in **Schedule D** annexed hereto, along with plans annexed as **Schedule E & Schedule F**) to the Buyers for a total consideration of Rs. 16,16,47,000 (Rupees Sixteen Crores sixteen lakhs forty Seven Thousand Only) (**Total Consideration**). The accurate and complete specifications of the car parking of 51 numbers being sold and transferred to the Buyers, as part of the Schedule Property, is provided in the plans attached as **Schedule G & Schedule H** to this Agreement.



For Mod Properties & Investments Pvt. Ltd.

[Signature]
Managing Director



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4458/14 Joint Subregistrar
Ranga Reddy (R.O)



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- (H) The Buyers approached the Vendor for purchasing the Schedule Property and the Vendor has represented that (i) it is the sole and absolute owner and is in peaceful possession of the above Schedule Property, (ii) that there are no encumbrances, charges or claims of any nature whatsoever over the Schedule Property, (iii) the Schedule Property is not subject to any court cases, land ceiling issues, regularization proceedings, etc., (iv) the Schedule Property is in compliance with all applicable norms, guidelines, bye laws, etc., and (v) it is not prohibited from selling or transferring the rights over the Schedule Property.
- (I) On the basis of the above representations, the Buyers have agreed to purchase the Schedule Property for the Total Consideration and have advanced a sum of Rs. 15,50,00,000 (Rupees Fifteen Crores Fifty Lakhs only) in the manner described hereinafter.
- (J) The Buyers being desirous of acquiring the absolute right, title and interest over the Schedule Property have requested the Vendor to execute and register the Sale Deed on the terms and conditions contained hereunder.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS

- The Vendor is the sole and absolute owner of the Schedule Property and hereby sells, conveys, transfers and assigns absolutely all its rights, title and interest in the Schedule Property to the Buyers to hold the same absolutely and forever as the absolute owners thereof.
- The Total Consideration for purchase of the Schedule Property is Rs.16,16,47,000 (Rupees Sixteen Crores Sixteen Lakhs Forty Seven Thousand Only). The Buyers have paid an advance of Rs.15,50,00,000 (Rupees Fifteen Crores Fifty Lakhs Only) by way of Cheques / Pay Orders as mentioned in the table below:

JMKGEC Realtors Pvt Ltd Payments:

Sl. No	Cheque / Pay Order No	Date	Amount
1	165721	05-12-2011	22,00,000
2	165722	05-12-2011	15,50,000
3	000041	21-06-2013	1,00,00,000
4	098248	24-07-2013	5,00,00,000
5	100700	27-09-2013	75,00,000
6	006157	22-11-2013	62,50,000
TOTAL			7,75,00,000



For Modi Properties & Investments Pvt. Ltd.

 Managing Director

Joint SubRegistrar
Ranga Reddy (R.O.)

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SDNMKJ Realty Pvt Ltd Payments:

Sl. No	Cheque / Pay order No	Date	Amount
1	165722	05-12-2011	37,50,000
3	000040	21-06-2013	1,00,00,000
4	098249	24-07-2013	5,00,00,000
5	100701	27-09-2013	75,00,000
6	006158	22-11-2013	62,50,000
TOTAL			7,75,00,000

The Vendor has hereby confirmed and acknowledged receipt of the same. The balance amount of Rs.66,47,000 (Rupees Sixty Six Lakhs Forty Seven Thousand Only) is being paid by the Buyers to the Vendor by way as mentioned in the table below:

Sl. No	From	Pay Order No	Pay Order Date	Pay Order amount	Drawn on
1	JMKGEC Realtors Pvt Ltd	008469	25.03.2014	33,23,500	HDFC Bank, S. D. Road, Sec'bad
2	SDNMKJ Realty Pvt Ltd	008473	25.03.2014	33,23,500	HDFC Bank, S. D. Road, Sec'bad

3. The Vendor has delivered physical possession of the Schedule Property to the Buyers and put the Buyers in vacant and peaceful possession of the same.
4. The Vendor hereby declares that the Buyers shall be entitled to own, hold, possess and enjoy, exclusively and absolutely the Schedule Property hereby conveyed, without any lawful interruption or disturbance by the Vendor or any person claiming through or under the Vendor.
5. The Vendor hereby represents and declares that (i) the Schedule Property is free from all or any encumbrances, charges, claims, notices or any third party interests whatsoever and that there are no government acquisition proceedings or road widening proceedings in relation to the Schedule Property, (ii) it is the sole and absolute owner and is in peaceful possession of the above Schedule Property, (iii) the Schedule Property is not subject to any court cases, land ceiling issues, regularization proceedings, etc., (iv) the Schedule Property is in compliance with all applicable norms, guidelines, bye laws, etc., and (v) it is not prohibited from selling or transferring the rights over the Schedule Property.
6. The Vendor represents that it shall form and manage an association for the purposes of maintenance of Ramky Selenium. The Owners/Occupants will be governed by the bye-laws formulated and agreed by the association.

For Modi Properties & Investments Pvt. Ltd.



[Signature]
Managing Director



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1259/14 Joint Sub Registrar
Ranga Reddy (R.O.)
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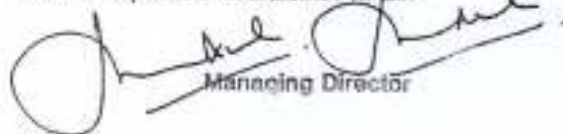
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7. The Vendor hereby agrees to indemnify and keep indemnified at all times the Buyers in title against any loss or damage which Buyer may sustain on account of Buyers' right to remain in peaceful possession and enjoyment of the schedule property as absolute owner's thereof being disturbed in any manner, whatsoever, on account of any defect or deficiency in the title of the Vendor and the Vendor agrees to defend the right, title and interest of Buyer in title thereto to schedule property against all liabilities, losses, damages, expenses, actions, demands, proceedings, prosecutions, attachments, claims or causes of action, whatsoever, that the Buyer may sustain, suffer or incur for any reason, whatsoever and as a result of any of its representations and/or warranties made in this deed turning out to be untrue and that all expenses in this regard shall be borne and paid for by the Vendor.
8. The Vendor hereby further declares that all cess, taxes and levies whatsoever relating to the Schedule Property up to the date of the Sale Deed shall be the responsibility of the Vendor and confirms that all such cess, taxes and levies whatsoever relating to the Schedule Property have been paid and that there are no dues pending on account of the same.
9. The Vendor has handed over to the Buyers all the original documents with respect to the Schedule Property, including documents relating to the title to the Schedule Property, registrations, permissions, approvals, building plans, etc.
10. The Vendor has not entered into any sale deeds, agreements of sale or power of attorney with any other person / persons with regard to the sale of the Schedule Property or created any charge by way of mortgage, pledge, hypothecation, or in any other manner whatsoever.
11. Simultaneous with the execution of the Sale Deed, the Parties shall submit the Sale Deed for registration before the appropriate governmental authority under the Registration Act, 1908, and the Vendor shall extend all cooperation necessary to the Buyers, including providing the relevant documents and appearing before the registering authority. The Parties agree that the stamp duty and registration charges for duly executing and registering this Sale Deed shall be borne by the Buyers.
12. This Sale Deed may be amended, modified or supplemented only by a written instrument executed by each of the Parties and no waiver of any provision of this Sale Deed shall be effective unless set forth in a written instrument executed by the Party waiving such provision.
13. This Sale Deed constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.



For Modi Properties & Investments Pvt. Ltd.


Managing Director



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14. If any provision of this Sale Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Sale Deed and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Sale Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
15. This Sale Deed and the rights of the Parties hereunder shall be construed, interpreted and enforced in accordance with the laws of India. Any dispute or difference arising out of, or in connection with the performance of the obligations under this Sale Deed shall be referred to the jurisdiction of the courts at Hyderabad, India.

AS WITNESS this Sale Deed has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Sale Deed.

For Vendor
Ramky Estates and Farms Limited
Authorised Signatory:
Name: Mr. P.V. SRINIVAS
Designation: General Manager – Business Development.



Witnesses: 1. 
2. 

For Modi Properties & Investments Pvt. Ltd.

For JMKGEC Realtors Private Limited
Authorised Signatory: M/s. Modi Properties & Investments Pvt Ltd
Name: Mr. Soham Modi
Designation: Managing Director.


Managing Director

For SDNMKJ Realty Private Limited
Authorised Signatory: M/s. Modi Properties & Investments Pvt Ltd
Name: Mr. Soham Modi
Designation: Managing Director.



Witnesses: 1. 
2. 



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Schedule A

Details of Land

Plot no. 31 part and 32 measuring an extent of 3.38 acres (16,378 sq yds) in the Financial District situated in Sy.No.115/22, 115/24, 115/25, Nanakramguda Village, Serilingampally Mandal, R.R. District bounded by:

North: Existing 24 Mtr wide road

South: Plot No. 31/P and 30/P

East: Plot No. 27 and 28

West: Existing 24 Mtr wide road.



For Modi Properties & Investments Pvt. Ltd.

[Signature]
Managing Director



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Ranga Reddy (R.O)



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Schedule B
Details of Undivided Share of Land

All that undivided share of land admeasuring 12,835 sq.yds at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakrimguda, Serilingampally, R.R. District.



For Modi Properties & Investments Pvt. Ltd.

A handwritten signature in black ink, appearing to be "Anil".

Managing Director



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6438/157. Joint Subregistrar
Sheet 9 of 16 Ranga Reddy (R.O)



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Schedule C

Details of Land, Site and Building Plan

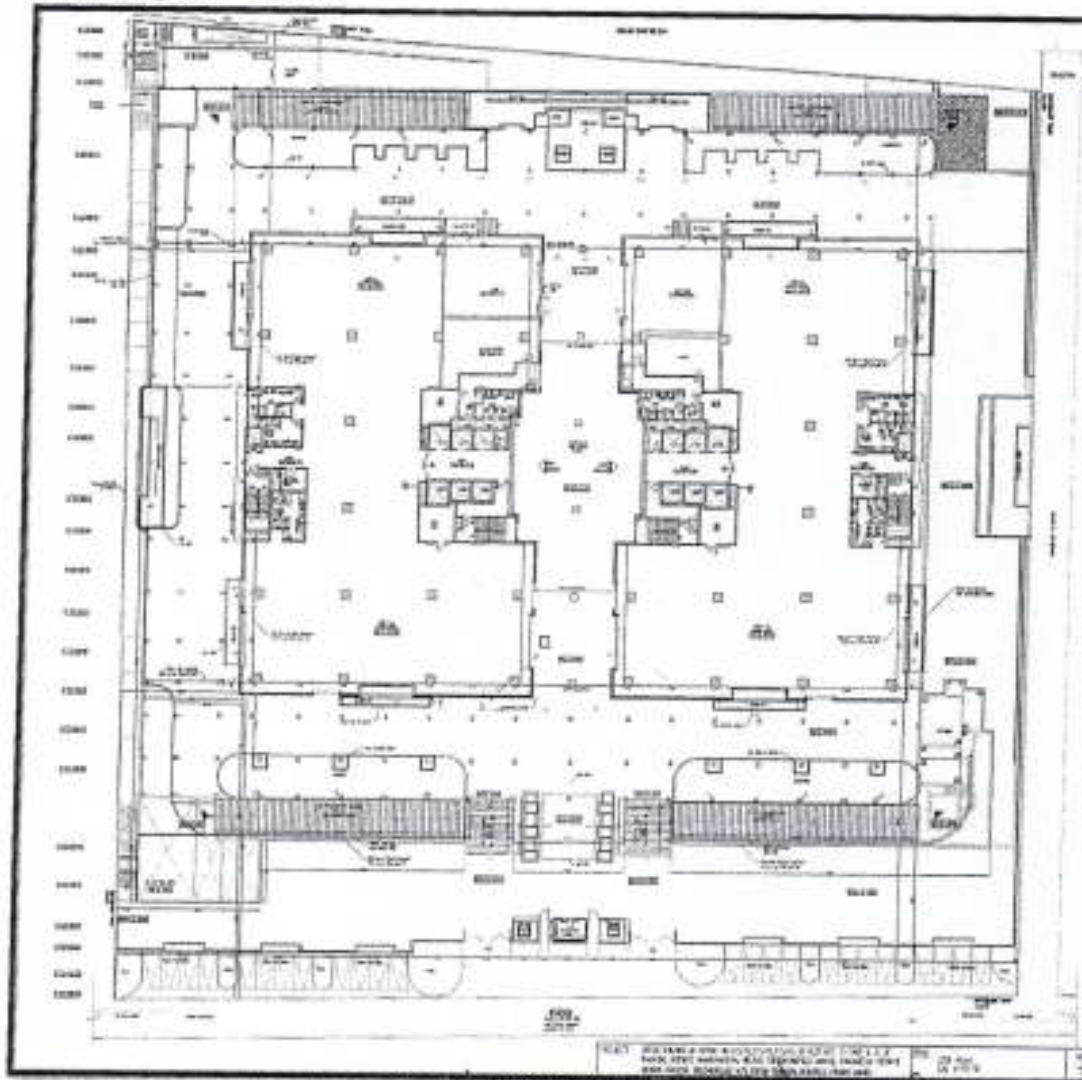
All that building with built-up areas admeasuring 4,54,278 sq.ft built on land admeasuring 16,378 Sq.Yds or (3.38 Acres) situated at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Narasimanguda, Serilingampally, R.R. District which is bounded by:

North: Existing 24 Mtr wide road

South: Plot No. 31/P and 30/P

East: Plot No. 27 and 28

West: Existing 24 Mtr wide road.



For Mop Properties & Investments

Managing Director



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4458/14 Joint Subregistrar
Ranga Reddy (R.O)



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Schedule D
Details of Schedule Property

All that building with builtup area admeasuring 51,114 Sq.ft comprising of second floor admeasuring 25,557 Sq.ft (marked in red in the plan annexed as **Schedule E** hereto) and third floor admeasuring 25,557 Sq.ft (marked in red in the plan annexed as **Schedule F** hereto) in tower A with undivided share of land admeasuring 1852.83 Sq. yds with 51 Nos of car parking slots (marked in red in the plans annexed hereto as **Schedule G** **Schedule H**) situated at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District.

North : Open to sky and Existing 24 mts wide road

South: Open to Sky and Plot No. 31/P and 30/P

East : Open to sky and Plot No. 27 & 28

West : Tower B of Ramky Selenium

For Modi Properties & Investments Pvt. Ltd.

Managing Director





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W. S. S. S. S. Sheet 11 of 16

Joint Subregistrar
Ranga Reddy (R.O.)



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Schedule E
Plans of Ramky Selenium - 2nd Floor



For M&I Properties & Investments Pvt. Ltd.

[Signature]
Managing Director



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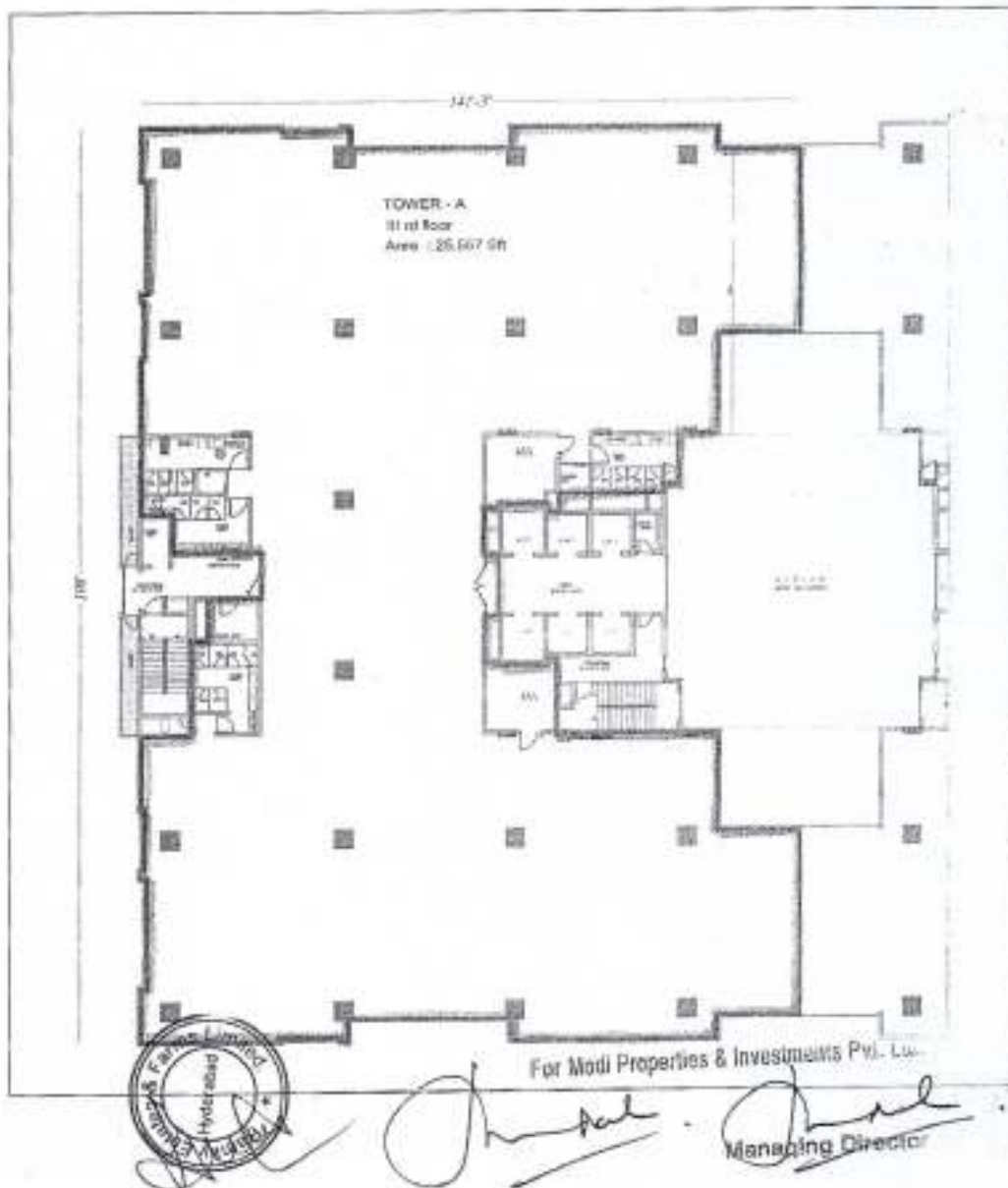
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Ranga Reddy (R.O.)



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Schedule F
Plans of Ramky Selenium - 3rd Floor

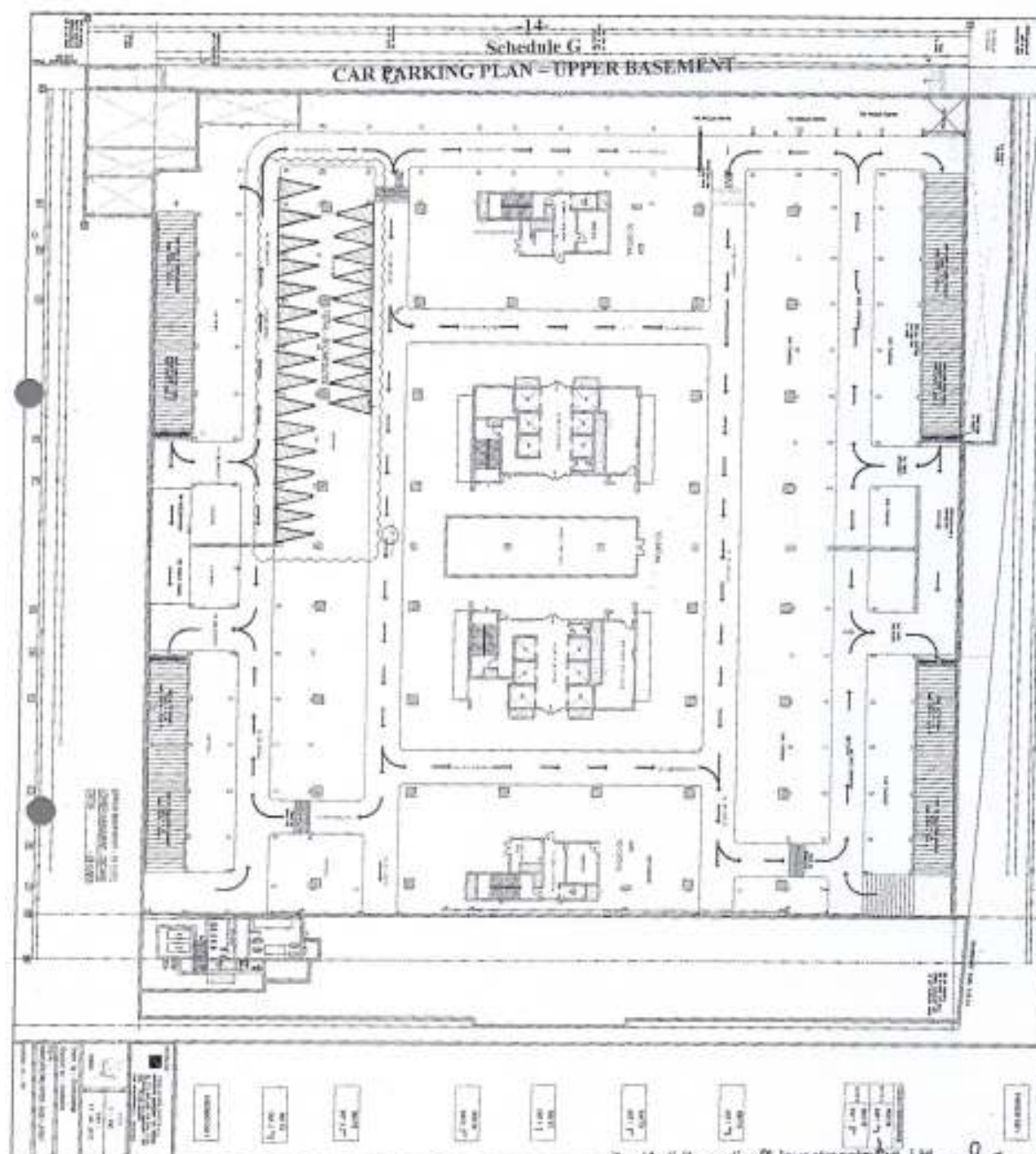


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4438/4 Joint Subregistrar
Ranga Reddy (R.O)



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For Medi Properties & Investments Pte. Ltd.

[Signature]
Managing Director

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Joint Subregistrar
Ranga Reddy (R.O)

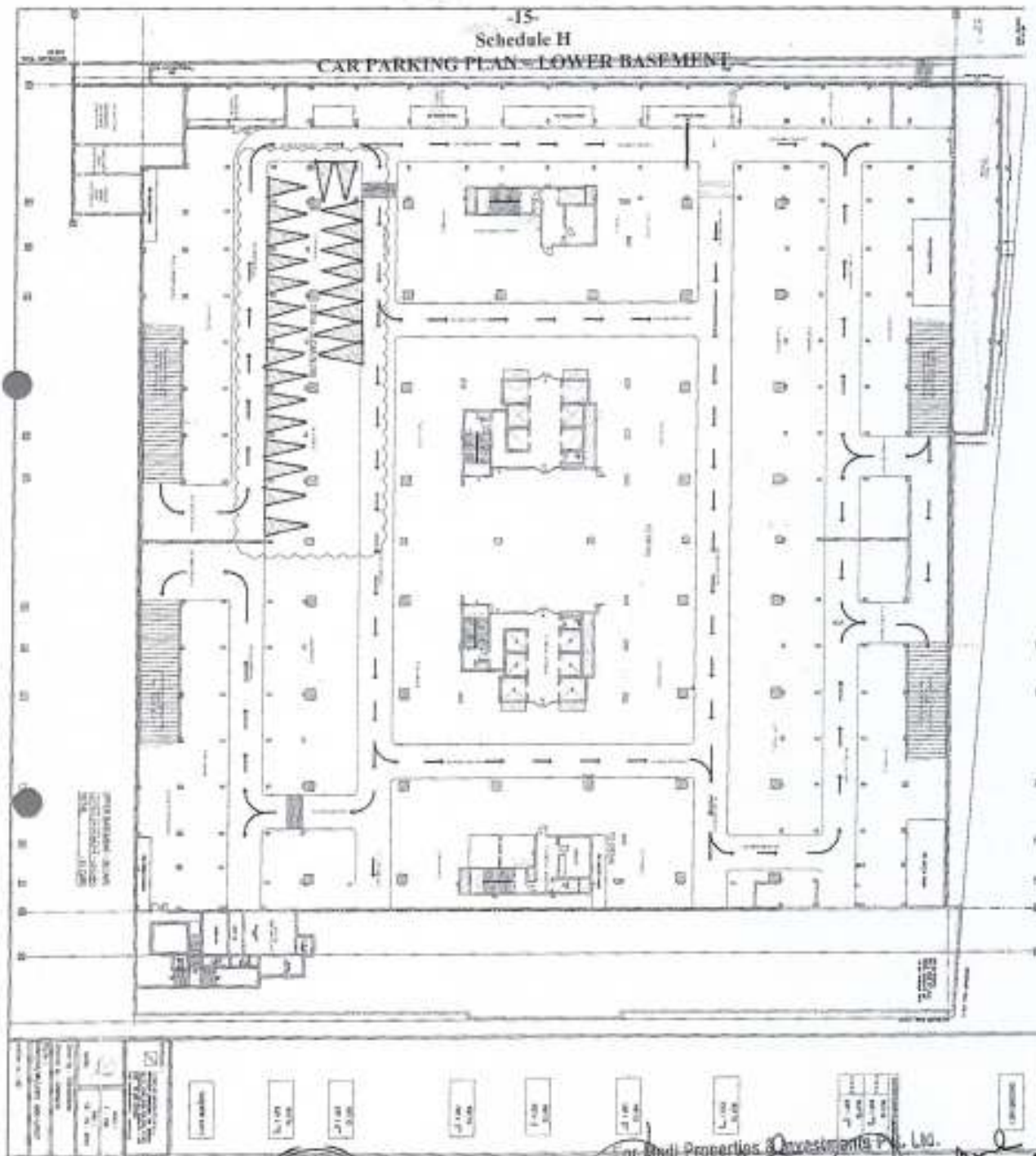


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Schedule H

CAR PARKING PLAN - LOWER BASEMENT



For and on behalf of Parkway Properties & Investments P. Ltd.
Managing Director



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23/28/15

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RELEVANT ACCOUNT NUMBER
AABCM4761E
MEDI PROPERTIES AND INVESTMENTS PRIVATE LIMITED

20-05-1994

ANDHRA PRADESH
DRIVING LICENCE
DLFAP010141612008
VANSU KISHNA J
T SATYANARAYANA
12 10 580785
MEDICAVI
SEETHADEMURTHY
SECUNDURABAD





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Ranga Reddy (R.O)



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