



FEDERAL BANK | SAVINGS

FREEDOM SB

AM65

VALID FOR SIX MONTHS ONLY

दिनांक / Date

00 00 00 00 00 00

PAY The Federal Bank Limited

या धारक को OR BEARER

रुपये RUPEES

रु.
Rs.

अदा करें।

खा. सं.
A/c No. 14730100007208

New A/c.

दि फेडरल बैंक लिमिटेड
THE FEDERAL BANK LIMITED

Chq.No. 10002807

NOT TO EXCEED RS, 22,50,000/-

Branch: HYDERABAD / PUNJAGUTTA
6-3-456/C1 & C2, GROUND FLOOR
MGR ESTATES
DWARAKAPURI COLONY
PUNJAGUTTA, HYDERABAD 500 082IFSC: FDRL0001473
E or S

SOHAM SATISH MODI TEJAL MODI

⑈002807⑈ 500049005⑈ 101473⑈ 10



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Chq.No. 10002809

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Branch: HYDERABAD / PUNJAGUTTA
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MGR ESTATES
DWARAKAPURI COLONY
PUNJAGUTTA, HYDERABAD 500 082IFSC: FDRL0001473
E or S

SOHAM SATISH MODI TEJAL MODI

⑈002809⑈ 500049005⑈ 101473⑈ 10



FEDERAL BANK | SAVINGS

FREEDOM SB

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VALID FOR SIX MONTHS ONLY

दिनांक / Date

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PAY The Federal Bank Limited

या धारक को OR BEARER

रुपये RUPEES

रु.
Rs.

अदा करें।

खा. सं. 14730100007208
A/c No.

New A/c.

दि फेडरल बैंक लिमिटेड

Chq.No. 10002810

FEDERAL BANK LIMITED

NOT TO EXCEED RS, 22,90,000/-

BRANCH: HYDERABAD / PUNJAGUTTA
6-3-456/C1 & C2, GROUND FLOOR

MGR ESTATES
DWARAKAPURI COLONY
PUNJAGUTTA, HYDERABAD 500 082

IFSC: FDRL0001473
E or S

SOHAM SATISH MODI TEJAL MODI

⑈002810⑈ 500049005⑈ 101473⑈ 10

ORIGINAL

దస్తావేజులు మరియు రుసుముల రశీదు

3235

Soham Modi

శ్రీమతి / శ్రీ

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజు స్వభావము	3235				
దస్తావేజు విలువ	348000				14/5
స్టాంపు విలువ రూ.	100				22/5
దస్తావేజు నెంబరు	3161/09				Chubally
రిజిస్ట్రేషన్, రుసుము	1740				
లోటు స్టాంపు(D.S.D.)	24260				
G.H.M.C (T.D.)	6960				
యూజర్ ఛార్జీలు	100				
అదనపు షిట్లు	33060				
5 x	248952				
	22/5/09				
మొత్తం					

RETURN

(అక్షరాల)

తేది

23/5/09

వాచసు తేది

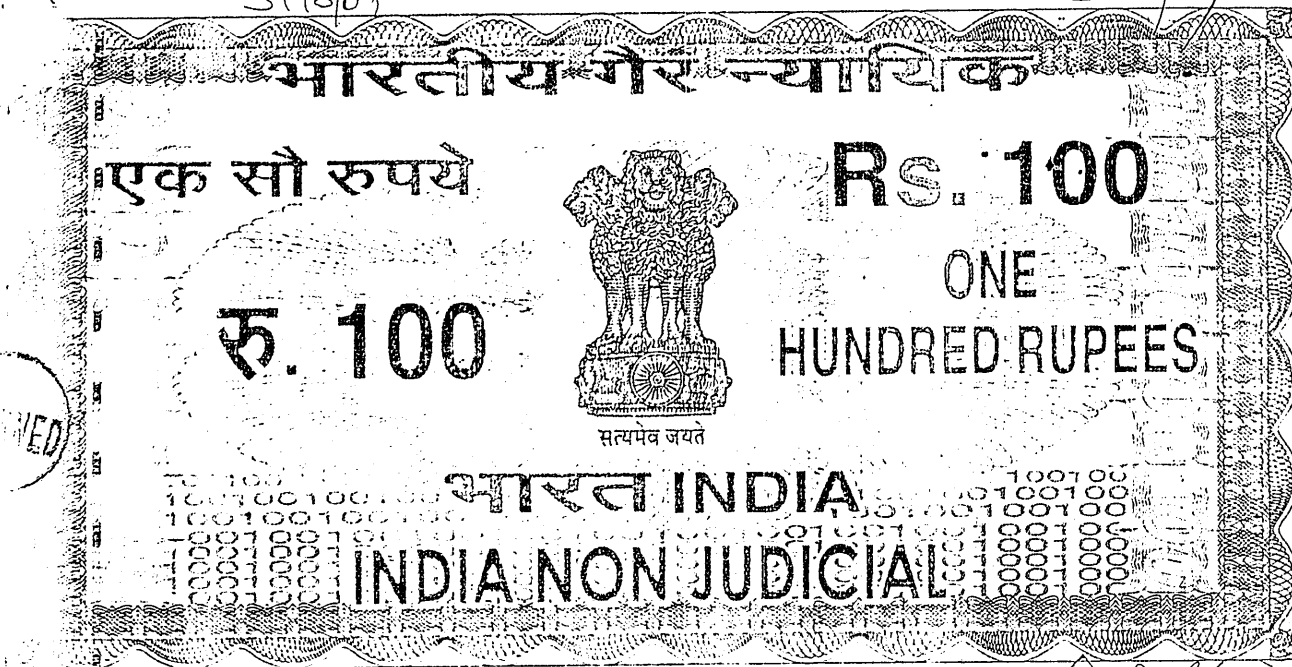
రూపాయలు మాత్రమే)

సబ్ రిజిస్ట్రారు

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.

3198/09

3166/09



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

LEELA G CHIMALGI

STAMP VENDOR

Licence No. 1/2009

5-4-76/A, Officer Ranigunj,
SECUNDERABAD-500 003.

SI. No. 3718 Date 14/5/09 Rs. 100

S/o. Prakash Singh

For Which Mehta and Modi Homes

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 22nd day of May 2009 at SRO, Uppal, Ranga Reddy District by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 39 years and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, aged about 60 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. SOHAM MODI, SON OF MR. SATISH MODI aged about 38 years, Occupation: Business, residing at Plot No. 280, Road No. 20, Jubilee Hills, Hyderabad - 500 034, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MEHTA & MODI HOMES

For MEHTA & MODI HOMES

Partner

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

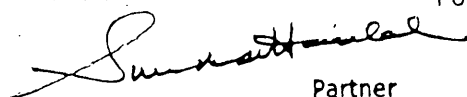
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

- B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

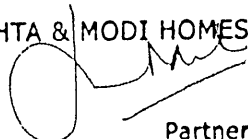
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

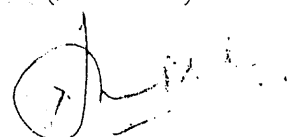
- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal. In pursuance of the said development agreement Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh have executed a GPA in favour of the Developer bearing no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.
- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner



- H) The Builder in the scheme of the development project have planned that the prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent bungalow constructed thereon.
- I) The Buyer has purchased plot of land bearing plot no. 338 admeasuring 174 sq. yds. under a Sale Deed dated 22.05.2009 registered as document no. 3161/09 in the Office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Development Charges with the Builder for construction of a bungalow on the plot of the land.
- J) The Buyer has inspected all the documents of the title of the Builder in respect of the Scheduled Land and the plot of land bearing plot no. 338 and also about the capacity, competence and ability of the Builder to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows.
- K) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 338 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the bungalow.
- L) The Buyer as stated above had already purchased the plot of land bearing no. 338 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 22.05.2009 referred herein above are and shall be interdependent agreements.
- M) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the bungalow and are desirous of recording the same into writing.

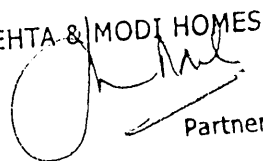
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

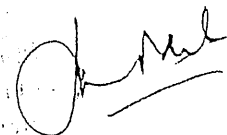
1. The Builder shall construct for the Buyer a deluxe Bungalow admeasuring 1650 sq. ft. of built-up area on plot of land bearing plot no. 338 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 33,42,000/- (Rupees Thirty Three Lakhs Forty Two Thousand Only).
2. The Builder at its own costs shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Buyer and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.

For MEHTA & MODI HOMES


Partner

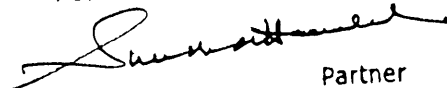
For MEHTA & MODI HOMES


Partner



3. The Buyer has already paid to the Builder the above said consideration of Rs. 33,42,000/- (Rupees Thirty Three Lakhs Forty Two Thousand Only), admitted and acknowledged the receipt.
4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 338 to the Builder for the purpose of construction of the bungalow.
7. The Builder shall construct the bungalow in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.
9. The Builder agrees to deliver the Scheduled Property completed in all respects on or before 01st July 2009 with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said bungalow within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies or account of any other reasons which are beyond the control of the builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.

For MEHTA & MODI HOMES



Partner

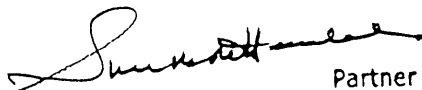
For MEHTA & MODI HOMES



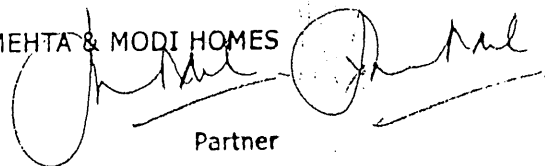
Partner

10. The Builder upon completion of construction of the bungalow shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the bungalow provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
11. The Buyer upon taking possession of the bungalow shall own and possess the same absolutely and to the exclusion of the Builder and shall have no claims against the Builder on any account including any defect in the construction.
12. The Buyer upon receipt of the completion intimation from the Builder as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said bungalow.
13. The Buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
14. The Builder shall deliver the possession of the completed bungalow together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
15. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Silver Oak Bungalows project.
16. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.
17. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

For MEHTA & MODI HOMES

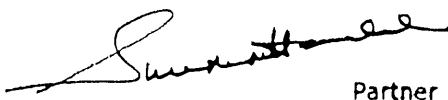

Partner

For MEHTA & MODI HOMES

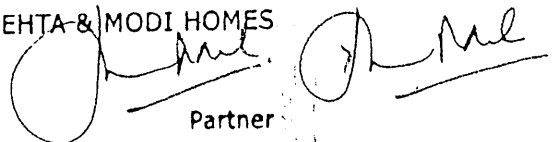

Partner

18. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Silver Oak Bungalows and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Silver Oak Bungalows shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective bungalows without any hindrance or objection of any kind whatsoever.
19. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, and/or the agreement for development charges.
20. The Buyer shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the Silver Oak Bungalows Project and shall abide by its rules framed from time to time. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association. The Buyer undertakes to pay regularly the subscription and also his contribution of the expenses as the society / association intimates him from time to time. Until the society / association is formed the Vendee shall pay to the Builder such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Builder.
21. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
22. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 10% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said bungalow to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.

For MEHTA & MODI HOMES

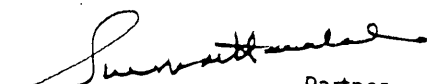

Partner

For MEHTA & MODI HOMES

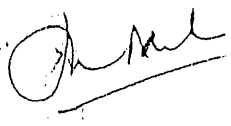

Partner

23. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the bungalow. However, even if such conditions are not laid down expressly by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.
24. That the Buyer or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows. (d) Store any explosives, combustible materials or any other materials prohibited under law.
25. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
26. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
27. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
28. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.
29. Stamp duty and Registration amount of Rs. 34,400/- is paid by way of challan No. - 6085 -, dated 23.05.09, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES

 
Partner

SCHEDULED PROPERTY

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 338 admeasuring about 174 sq. yds. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure B, bounded on:

North	Plot No. 339
South	Plot No. 337
East	Plot No. 341
West	30' wide road

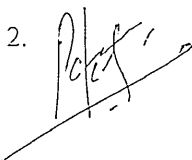
AND

- a) ALL THAT DELUXE BUNGALOW admeasuring 1650 sq. ft. of built-up area to be constructed on the above said plot no. 338 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

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

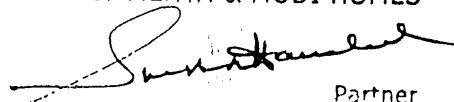
WITNESS:

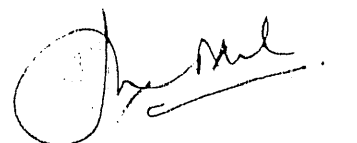
1. 

2. 

BUILDER

For MEHTA & MODI HOMES


Partner
(Suresh U. Mehta)
BUILDER


BUILDER
(SOHAM MODI)

ANNEXURE – A

SPECIFICATIONS:

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

Note:

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

For MEHTA & MODI HOMES

(SOHAM MODI)
BUILDER

Partner

For MEHTA & MODI HOMES

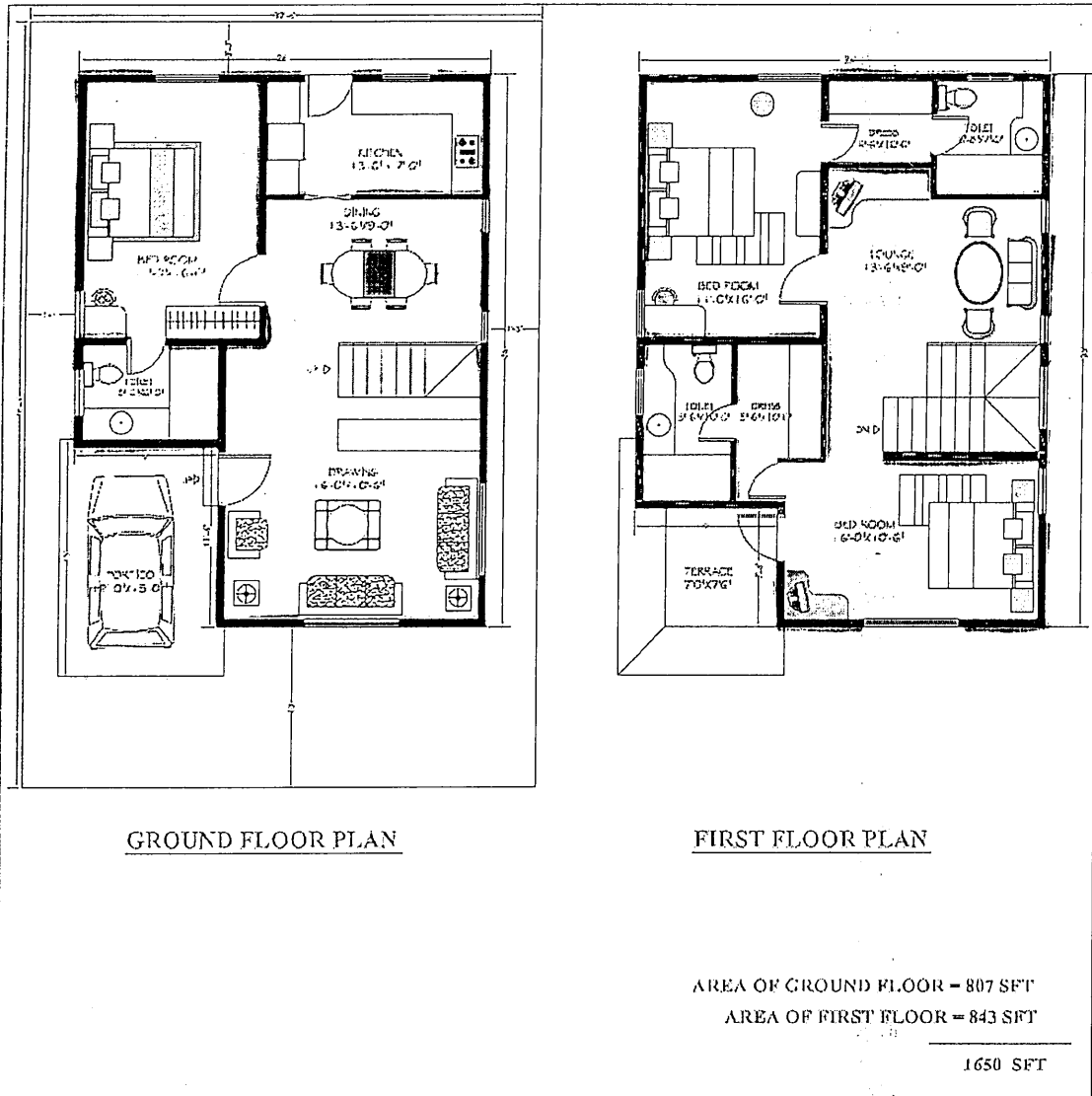
(SURESH U. MEHTA)
BUILDER

Partner

BUYER

ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 338 ADMEASURING 1650 SFT. OF BUILT-UP AREA.



For MEHTA & MODI HOMES

(Signature)
 Partner
 (SOHAM MODI)
 BUILDER

For MEHTA & MODI HOMES

(Signature)
 Partner
 (SURESH U. MEHTA)
 BUILDER

(Signature)
 BUYER

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

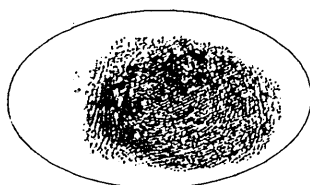
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
--------	--	---------------	--



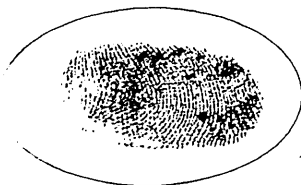
BUILDER:

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

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

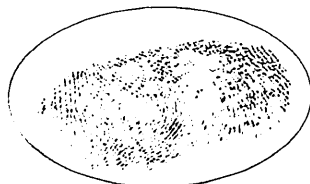


2. MR. SURESH U. MEHTA
S/O. LATE UTTAMLAL MEHTA
(O). 5-4-187/3 & 4, II FLOOR
SOHAM MANSION, M. G. ROAD
SECUNDERABAD - 500 003



GPA FOR PRESENTING DOCUMENTS
VIDE DOC.NO. 69/BKIV/2008 Dt: 19.04.2008:

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



BUYER:

MR. SOHAM MODI,
S/O. MR. SATISH MODI
R/O. PLOT NO. 280,
ROAD NO. 20,
JUBILEE HILLS,
HYDERABAD - 500 034

SIGNATURE OF WITNESSES:

1.

2.

I stand herewith my photograph(s) and finger prints in the form prescribed, through my representative, Mr. K. Prabhakar Reddy, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

SIGNATURE OF EXECUTANTS

SIGNATURE OF BUYER

3161/09

ORIGINAL

దస్తావేజులు మరియు రుసుముల రశీదు

నెం.

3243 Soham Model

శ్రీమతి / శ్రీ

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజు స్వభావము	Construction Agreement				
దస్తావేజు విలువ	3342000				14/5
స్థాంపు విలువ రూ.	100				20/5
దస్తావేజు నెంబరు	3166/09				
రిజిస్ట్రేషన్ రుసుము	1000				
లోటు స్థాంపు(D.S.D.)	33320				
GHMC (T.D.)	100				
యూజర్ ఛార్జీలు	34420				
అదనపు షీట్లు					
5 x					
మొత్తం					

RETURN

(అక్షరాల

రూపాయలు మాత్రమే)

తేది

23/5/09

వాచసు తేది

సబ్ రిజిస్ట్రారు

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.

3188/09

3161/09



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

LEELA G CHIMALGI
STAMP VENDOR
Licence No.1/2009
5-4-76/A, Cella Ranigunj,
SECUNDERABAD-500 003.

Sl. No. 3219 Date 14/5/09 Rs. 100/-

To Albi Shek

S/o. Praveen Singh

For Whom Mehta and Modi Homes

SALE DEED

This Sale Deed is made and executed on this the 22nd day of May 2009 at SRO, Uppal, Ranga Reddy District by:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partners Mr. Soham Modi, Son of Sri Satish Modi, aged about 39 years, Occupation: Business and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 60 years, Occupation: Business., hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

IN FAVOUR OF

MR. SOHAM MODI, SON OF MR. SATISH MODI aged about 39 years, Occupation: Business, residing at Plot No. 280, Road No. 20, Jubilee Hills, Hyderabad - 500 034, hereinafter referred to as the Vendee (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MEHTA & MODI HOMES

For MEHTA & MODI HOMES

Partner

Partner

Page-1 -

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

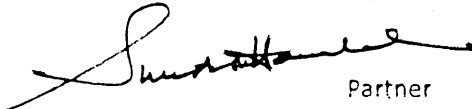
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

- B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

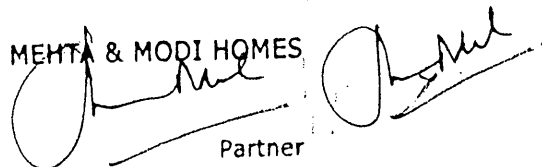
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal. In pursuance of the said development agreement Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh have executed a GPA in favour of the Developer bearing no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES

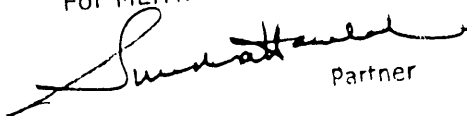

Partner

- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The Vendor is desirous of developing the balance land for which building permission from HUDA is yet to be obtained.
- H) The Vendee is desirous of purchasing a plot of land bearing no. 338 admeasuring 174 sq. yds. hereinafter referred to as the Scheduled Plot forming part of the Scheduled Land for a consideration of Rs. 3,48,000/- (Rupees Three Lakhs Forty Eight Thousand Only) and the Vendor is desirous of selling the same on the following terms and conditions:

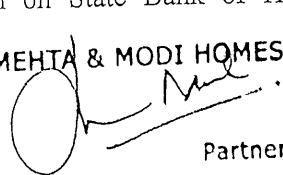
NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. The Vendor do hereby convey, transfer and sell the Plot No. 338 admeasuring 174 sq. yds. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, which is herein after referred to as the Scheduled Plot and more particularly described in the schedule and the plan annexed to this Sale Deed in favour of the Vendee for a consideration of Rs. 3,48,000/- (Rupees Three Lakhs Forty Eight Thousand Only). The Vendor hereby admit and acknowledge the receipt of the said consideration.
2. The Vendor hereby covenant that Scheduled Plot is the absolute property belonging to it by virtue of various registered sale deeds referred to herein in the preamble of this Sale Deed and has absolute right, title or interest in respect of Scheduled Plot.
3. The Vendor further covenant that the Schedule Plot is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby give warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Plot it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Vendee being put to any loss on account of any claims on the Scheduled Plot, the Vendors shall indemnify the Vendee fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of Scheduled Plot to the Vendee.
5. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Plot unto and in favour of the Vendee in the concerned departments.
6. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Plot payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
7. Stamp duty and Registration amount of Rs. 33,060/- is paid by way of challan No. C-248957 dated 22.05.2009, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner

Page-3 -

SCHEDULED PLOT

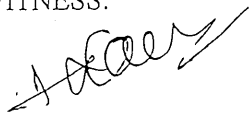
ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 338 admeasuring about 174 sq. yds. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:-

North	Plot No. 339
South	Plot No. 337
East	Plot No. 341
West	30' wide road

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

WITNESS:

1.



2.

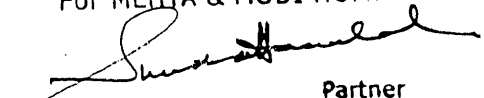


For MEHTA & MODI HOMES

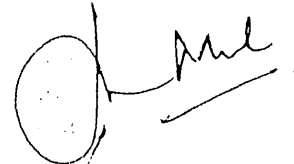

Partner..

(Soham Modi)
VENDOR

For MEHTA & MODI HOMES

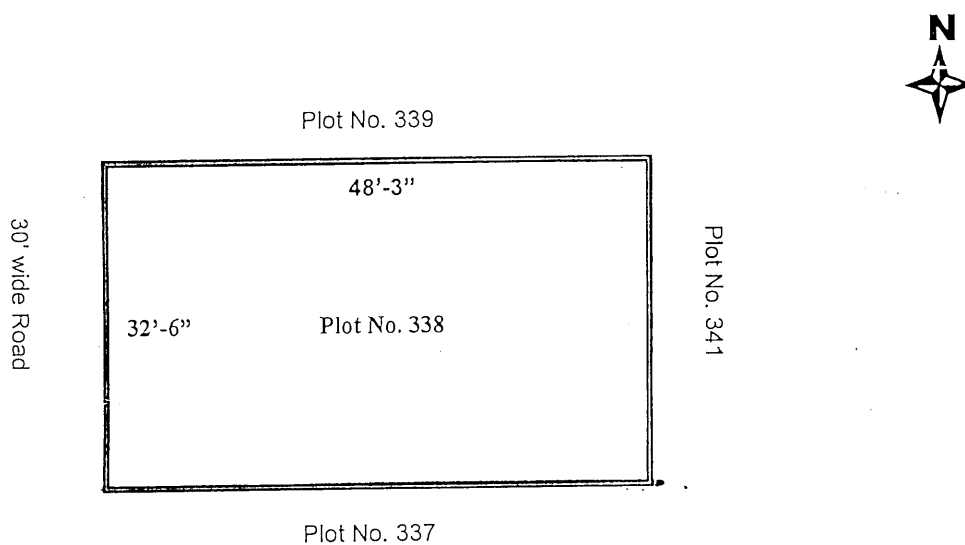

Partner

(Suresh U Mehta)
VENDOR



VENDEE

REGISTRATION PLAN SHOWING		PLOT NO. 338, FORMING A PART	
IN SURVEY NO.	31, 40, 41, 42, 44, 45 & 55	Situated at	
	CHERLAPALLY VILLAGE,	GHATKESAR	Mandal, R.R. Dist.
VENDOR:	M/S. MEHTA & MODI HOMES, REPRESENTED BY ITS PARTNERS		
	1. MR. SOHAM MODI, SON OF SRI SATISH MODI		
	2. MR. SURESH U. MEHTA, SON OF LATE SRI UTTAMLAL MEHTA		
BUYER:	MR. SOHAM MODI, SON OF SRI SATISH MODI		
REFERENCE:	SCALE:	INCL:	EXCL:
AREA: 174	SQ. YDS.	SQ. MTRS.	



WITNESSES:

1.

2.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

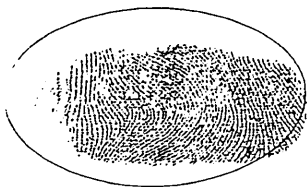
Partner

SIG. OF THE VENDOR

SIGN. OF THE BUYER

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

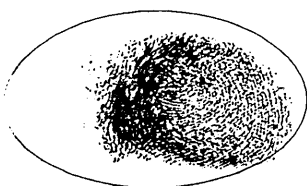
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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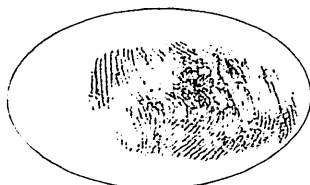
VENDOR:

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

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

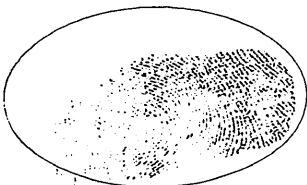


2. MR. SURESH U. MEHTA
S/O. LATE UTTAMLAL MEHTA
(O). 5-4-187/3 & 4, II FLOOR
SOHAM MANSION, M. G. ROAD
SECUNDERABAD - 500 003



GPA FOR PRESENTING DOCUMENTS
VIDE DOC.NO. 69/BKIV/2008 Dt: 19.04.2008:

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



BUYER:

MR. SOHAM MODI,
S/O. MR. SATISH MODI
R/O. PLOT NO. 280,
ROAD NO. 20,
JUBILEE HILLS,
HYDERABAD - 500 034

SIGNATURE OF WITNESSES:

1.
2.

MODI HOMES

For MEHTA & MODI HOMES

[Signature]
Partner

[Signature]
Partner
SIGNATURE OF EXECUTANTS

I stand herewith my photograph(s) and finger prints in the form prescribed, through my representative, Mr. K. Prabhakar Reddy, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

[Signature]

SIGNATURE OF THE REPRESENTATIVE

[Signature]

SIGNATURE OF BUYER

आयकर विभाग
INCOME TAX DEPARTMENT

BRABHAKAR REDDY K
PADMA REDDY KANDI

15/01/1974

Permanent Account Number
AWSPP8104E

Signature



भारत सरकार
GOVT OF INDIA



HOUSEHOLD CARD

Card No : PAP1638150076

EP Shop No : 85

Sex : Male

Name of Head of Household : Mr. Suresh

Household No : 44220

Father/Husband name : Unkaid

Date of Birth : 15/12/1944

Age : 58

Occupation : Own Business

House No. : 23-377

Street : MINISTER ROAD

Colony : D V COLONY

Ward : 2

Circle : 3

Division : Circle VIII

Annual Income (Rs.) : 190,000

JPG Customer No. (1) : NE46359(Enr96)

JPG Dealer Name (1) : Narayana Enterprises, IOC

JPG Customer No. (2) : /

JPG Dealer Name (2) : /



PERMANENT ACCOUNT NUMBER
ABMPPM6725H

NAME
SOHAN SATISH MODI

FATHER'S NAME
SATISH MANILAL MODI

DATE OF BIRTH
18-10-1989

SIGNATURE
Sohan Modi

Chief Commissioner of Income Tax, Andhra Pradesh

Family Members Details

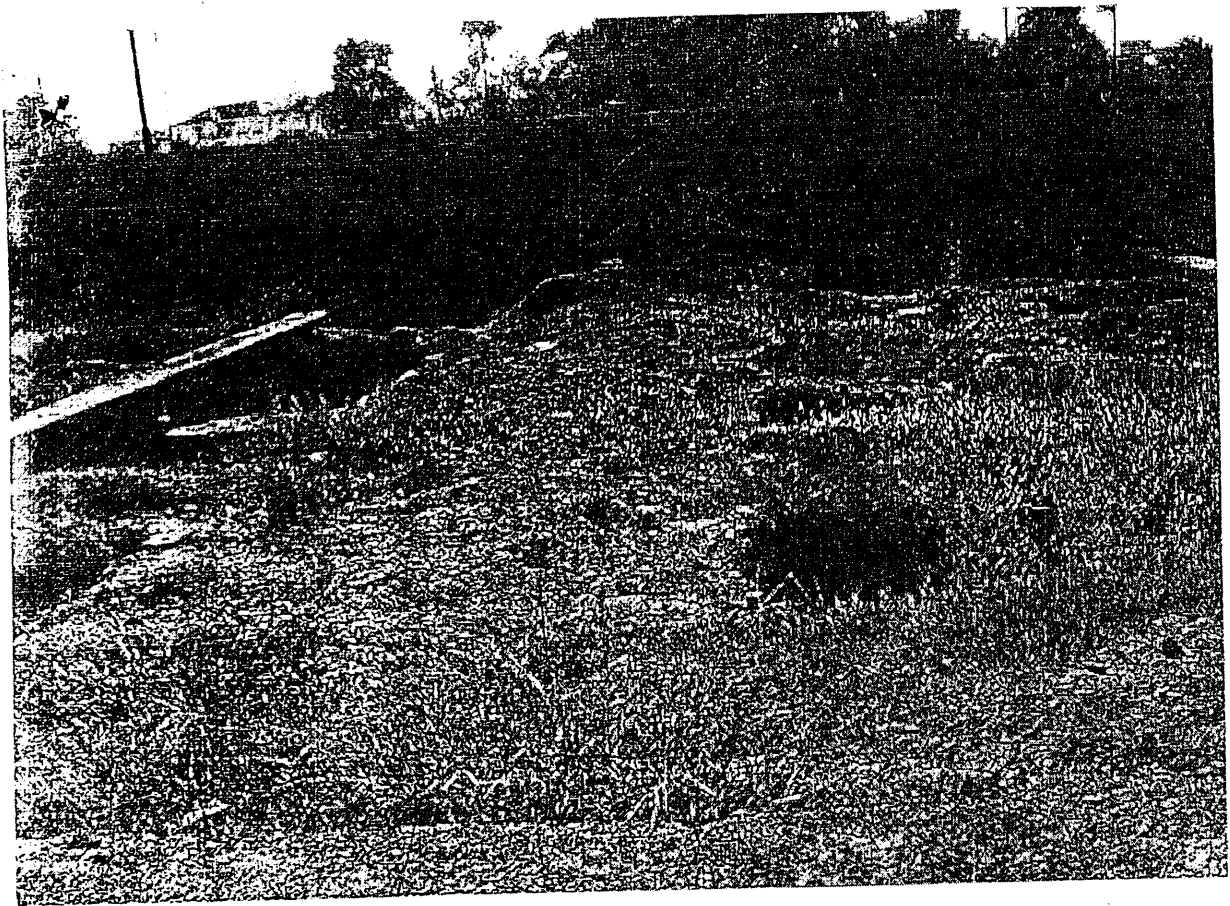
S.No	Name	Relation	Date of Birth	Age
2	Kusum	Wife	06/07/51	55
3	Hari	Son	15/12/81	25

D.P.L. No. 114/12

BHARAT SCOUTS & GUIDES - III

18/02/2006

18/02/2006





ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 146348

Date : 12-03-2009

Serial No : 5,858

Denomination : 100

Purchased By :

G. VENKATESH

S/O G.A. RAO

SECBAD

For Whom :

MEHTA & MODI HOMES

SECBAD

[Signature]

Sub Registrar

Ex.Officio Stamp Vendor

G.S.O., C&IG Office, Hyd

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 23rd day of April 2009 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years and Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.)

AND

Mr. Soham Modi, son of Mr. Satish Modi aged about 38 years, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 34, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For MEHTA & MODI HOMES

[Signature]
Partner

For MEHTA & MODI HOMES

[Signature]
Partner

[Signature]

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55 , situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

- B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

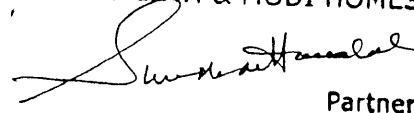
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55 , situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.
- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The Vendor is desirous of developing the balance land for which building permission from HUDA is yet to be obtained. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner

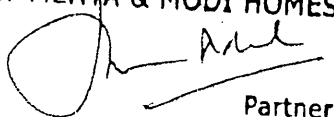

Partner

- H) The Vendor has purchased about Ac. 6-05 Gts., forming a part of Sy. No. 35 to 39 of Cherlapally Village, and has already developed into 76 independent bungalows along with amenities like club house, swimming pool, tennis court, badminton courts, landscape garden, childrens park, back-up generator, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-I. The Vendor has further purchased about Ac. 6-10 Gts., forming a part of Sy. No. 291 of Cherlapally Village, and is developing the same into 68 independent bungalows along with amenities like amphitheatre, childrens park, roads, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-II.
- I) The Vendor proposes to develop the Scheduled Land by constructing about 100 Independent Bungalows (out of which 68 bungalows have been sanctioned by HUDA) of similar size, similar elevation, same colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The Vendor proposes to share the common amenities between Silver Oak Bungalows (Phase-I), Silver Oak Bungalows (Phase-II) and Silver Oak Bungalows (Phase-III) amongst the owners of the Bungalows in each Phase. The proposed bungalows will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- J) The Vendor in the scheme of the development project of Silver Oak Bungalows (Phase-III) has planned that the prospective buyers shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon. For this purpose, the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the bungalow. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the bungalow.
- K) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 338 and also about the capacity, competence and ability of the Vendor to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows (Phase-III).
- L) The Vendee is desirous of purchasing a plot of land together with a bungalow to be constructed thereon as detailed below in the project – Silver Oak Bungalows (Phase-III) and the Vendor is desirous of selling the same:

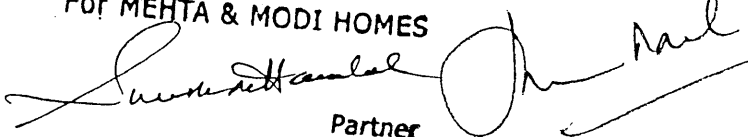
Plot No.	Extent of land	Type of Bungalow	Built-up Area
338	174 Sq. Yds.	Deluxe	1650 sft

- M) The Vendee has made a provisional booking vide booking form no. 3082 dated _____ for the above referred bungalow and has paid a booking amount of Rs. 25,000/- to the Vendor.
- N) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 1650 sq. yds. bearing plot no. 338 in Silver Oak Bungalows (Phase-III) situated at Sy. No. 31, 40, 41, 42, 44, 45 & 55, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a deluxe bungalow to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the bungalow to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 55,70,000/- (Rupees Fifty Five Lakhs Seventy Thousand Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 3,48,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs.18,80,000/-
C.	Total towards land cost (A+B)	Rs.22,28,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 33,42,000/-
E.	Total sale consideration (C+D)	Rs. 55,70,000/-

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
21.02.2009	Cash	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 55,45,000/- to the Vendor as under:

Installment	Due date for payment	Amount
I	08.03.2009	2,00,000/-
II	07.04.2009	8,35,000/-
III	27.04.2009	18,09,500/-
IV	27.04.2009	15,00,000/-
V	21.05.2009	3,75,000/-
VI	Completion of flooring, Bathroom tiles & windows	6,25,000/-
VII	01.07.2010	2,00,500/-

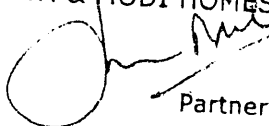
4. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
5. That the Vendee at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for what so ever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

For MEHTA & MODI HOMES

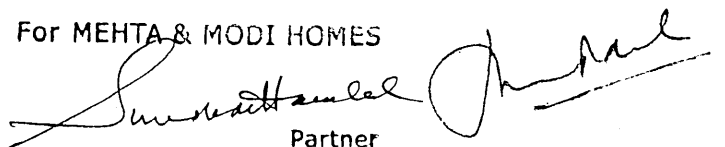
For MEHTA & MODI HOMES

6. That in case of delay in the payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
 - a) In case of failure of the Vendee to obtain housing loan within 7 days of this agreement, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-
 - b) In case of request for cancellation in writing within 15 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
 - c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed total sale consideration.
7. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage/ costs.
8. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I and II installments aggregating to Rs. 10,35,500/-.
9. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, agreement for development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
10. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.
11. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the bungalow thereon and for providing other amenities which are part and parcel of the Silver Oak Bungalows (Phase-III) Project. The Vendor shall re-deliver the possession of the completed bungalow together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
12. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before _____ with a further grace period of 6 months.

For MEHTA & MODI HOMES

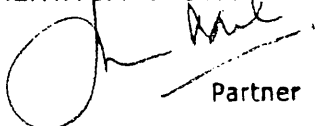

Partner

For MEHTA & MODI HOMES

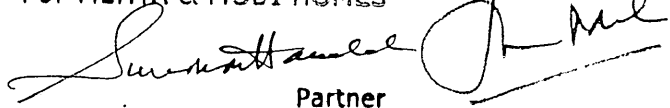

Partner

13. That the Vendee shall enter into a separate agreement with the Vendor for construction of the bungalow as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.
14. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed bungalow in the Scheduled Plot.
15. That the name of the project which is styled by the Vendor as Silver Oak Bungalows (Phase-III) shall always be called as such and shall not be changed.
16. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows (Phase-III) shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
17. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
18. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows (Phase-III) project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Vendor. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
19. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the Silver Oak Bungalows (Phase-III) project and in respect to the Scheduled Property and also the adjoining areas.
20. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.

For MEHTA & MODI HOMES

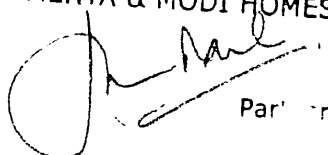

Partner

For MEHTA & MODI HOMES

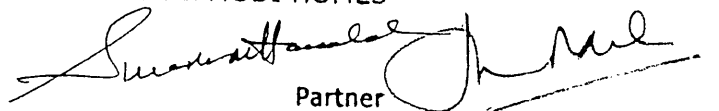

Partner

21. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Vendee make any additions or alterations in the bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows (Phase-III) Project.
22. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows (Phase-III) Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor.
23. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow (Phase-III). To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows (Phase-III) (d) Store any explosives, combustible materials or any other materials prohibited under any law.
24. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
25. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
26. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.
27. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner

SCHEDULED PROPERTY

- d) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 338 admeasuring about 174 sq. yds. forming part of Sy. No. 31, 40, 41, 42, 44, 45 & 55 , situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot No. 339
South	Plot No. 337
East	Plot No. 341
West	30' wide road

AND

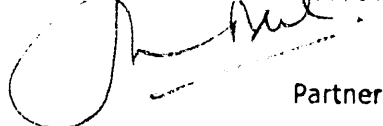
- e) ALL THAT DELUXE BUNGALOW admeasuring 1650 sq. ft. of built-up area to be constructed on the above said plot no. 338 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

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

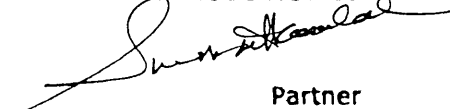
WITNESS:

1.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES


Partner
(Soham Modi)
VENDOR

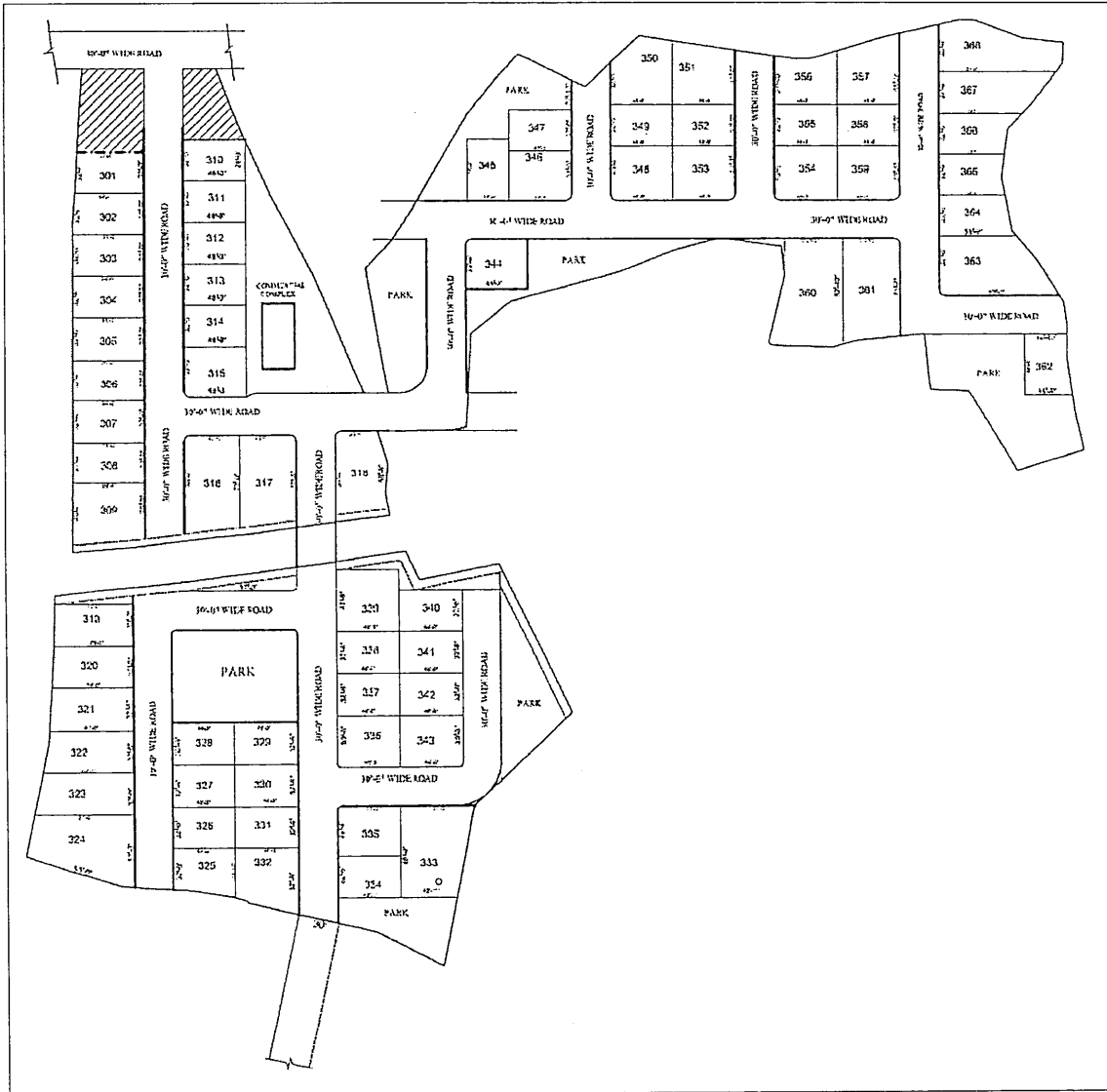
2.

(Suresh U. Mehta)
VENDOR


VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 338 ADMEASURING ABOUT 174 SQ.YDS., (MARKED IN RED) FORMING A PART OF SURVEY NO. Sy. No. 31, 40, 41, 42, 44 & 45 SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.



For MEHTA & MODI HOMES

[Signature]
Partner
(SOHAM MODI)
VENDOR

For MEHTA & MODI HOMES

[Signature]
Partner
(SURESH U. MEHTA)
VENDOR

[Signature]
VENDEE

ANNEXURE – II

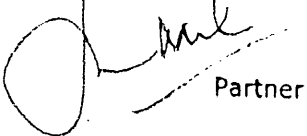
SPECIFICATIONS:

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

Note:

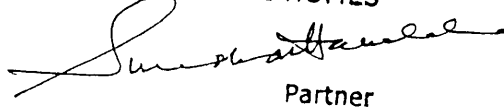
1. Choice of 2 colours for interiors 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be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

For MEHTA & MODI HOMES


Partner

(SOLAM MODI)

For MEHTA & MODI HOMES

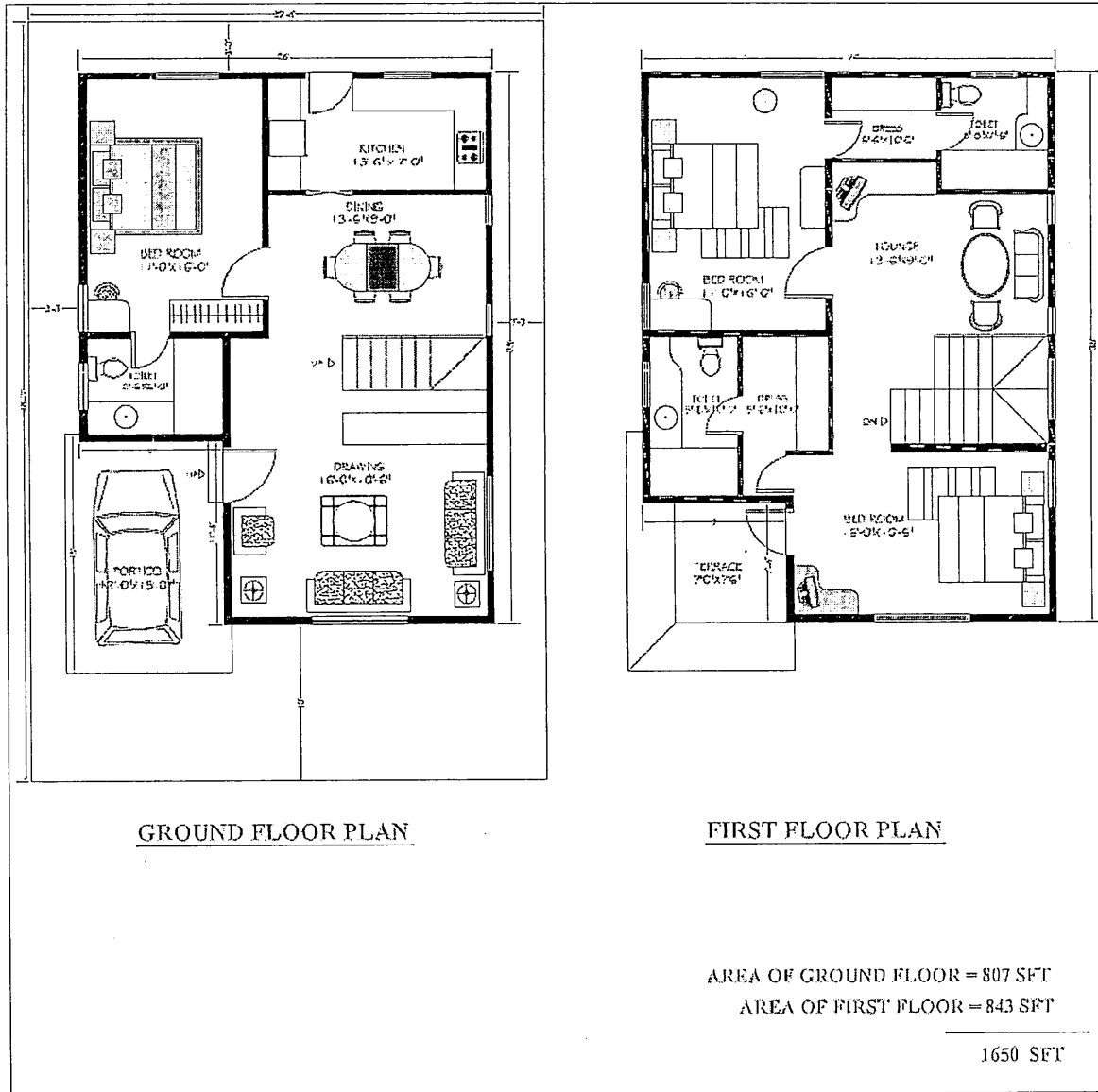

Partner

(SOLAM MODI)



ANNEXURE – III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 338 ADMEASURING 174 SFT. OF BUILT-UP AREA.



For MEHTA & MODI HOMES

(Signature)
 Partner
 (SOHAM MODI)
 VENDOR

For MEHTA & MODI HOMES

(Signature)
 Partner
 (SURESH U. MEHTA)
 VENDOR

(Signature)
 VENDEE



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

R 146346

Date : 12-03-2009

Serial No : 5,856

Denomination : 100

Purchased By :

G. VENKATESH

S/O G.A. RAO

SECRAD

For Whom :

MEHTA & MODI HOMES

SECRAD

Sub Registrar
Ex.Officio Stamp Vendor
G.S.O., C&IG Office, Hyd

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 23rd day of April 2009 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years and Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.)

AND

Mr. Soham Modi, son of Mr. Satish Modi aged about 38 years, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 34, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For MEHTA & MODI HOMES

[Signature]
Partner

For MEHTA & MODI HOMES

[Signature]
Partner

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

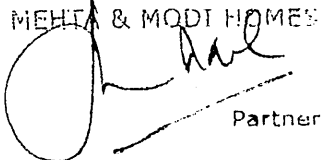
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

- B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

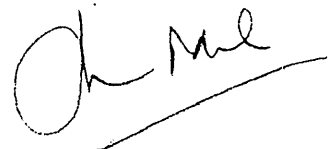
- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.
- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The Vendor is desirous of developing the balance land for which building permission from HUDA is yet to be obtained. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES

Partner

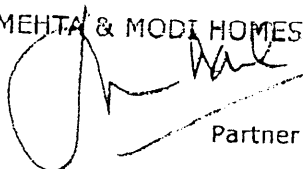


- H) The Vendor has purchased about Ac. 6-05 Gts., forming a part of Sy. No. 35 to 39 of Cherlapally Village, and has already developed into 76 independent bungalows along with amenities like club house, swimming pool, tennis court, badminton courts, landscape garden, childrens park, back-up generator, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-I. The Vendor has further purchased about Ac. 6-10 Gts., forming a part of Sy. No. 291 of Cherlapally Village, and is developing the same into 68 independent bungalows along with amenities like amphitheatre, childrens park, roads, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-II.
- I) The Vendor proposes to develop the Scheduled Land by constructing about 100 Independent Bungalows (out of which 68 bungalows have been sanctioned by HUDA) of similar size, similar elevation, same colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The Vendor proposes to share the common amenities between Silver Oak Bungalows (Phase-I), Silver Oak Bungalows (Phase-II) and Silver Oak Bungalows (Phase-III) amongst the owners of the Bungalows in each Phase. The proposed bungalows will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- J) The Vendor in the scheme of the development project of Silver Oak Bungalows (Phase-III) has planned that the prospective buyers shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon. For this purpose, the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the bungalow. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the bungalow.
- K) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 330 and also about the capacity, competence and ability of the Vendor to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows (Phase-III).
- L) The Vendee is desirous of purchasing a plot of land together with a bungalow to be constructed thereon as detailed below in the project – Silver Oak Bungalows (Phase-III) and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of Bungalow	Built-up Area
330	174 Sq. Yds.	Deluxe	1430 sft

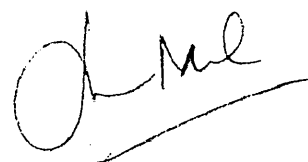
- M) The Vendee has made a provisional booking vide booking form no. 3079 dated _____ for the above referred bungalow and has paid a booking amount of Rs. 25,000/- to the Vendor.
- N) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

For MEHTA & MODI HOMES


Partner

For MEHTA & MODI HOMES

Partner



NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 1430 sq. yds. bearing plot no. 330 in Silver Oak Bungalows (Phase-III) situated at Sy. No. 31, 40, 41, 42, 44, 45 & 55, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a deluxe bungalow to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the bungalow to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 55,70,000/- (Rupees Fifty Five Lakhs Seventy Thousand Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 3,48,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs.18,80,000/-
C.	Total towards land cost (A+B)	Rs.22,28,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 33,42,000/-
E.	Total sale consideration (C+D)	Rs. 55,70,000/-

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
21.02.2009	Cash	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 55,45,000/- to the Vendor as under:

Installment	Due date for payment	Amount
I	08.03.2009	2,00,000/-
II	07.04.2009	8,35,500/-
III	21.04.2009	18,09,500/-
IV	21.04.2009	15,00,000/-
V	21.05.2009	3,75,000/-
VI	On Completion of flooring, bathroom tiles & windows	6,25,000/-
VII	01.07.2010	2,00,000/-

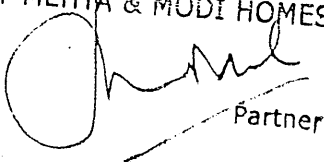
4. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
5. That the Vendee at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for what so ever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

For MEHTA & MODI HOMES

For MEHTA & MODI HOMES

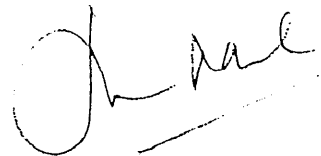
6. That in case of delay in the payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
- a) In case of failure of the Vendee to obtain housing loan within 7 days of this agreement, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-
 - b) In case of request for cancellation in writing within 15 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
 - c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed total sale consideration.
7. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage/ costs.
8. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I and II installments aggregating to Rs. 10,35,500/-.
9. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, agreement for development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
10. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.
11. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the bungalow thereon and for providing other amenities which are part and parcel of the Silver Oak Bungalows (Phase-III) Project. The Vendor shall re-deliver the possession of the completed bungalow together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
12. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before 1st July 2010 with a further grace period of 6 months.

For MEHTA & MODI HOMES

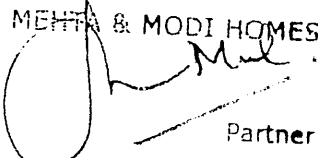

Partner

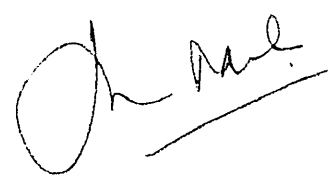
For MEHTA & MODI HOMES

Partner



13. That the Vendee shall enter into a separate agreement with the Vendor for construction of the bungalow as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.
14. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed bungalow in the Scheduled Plot.
15. That the name of the project which is styled by the Vendor as Silver Oak Bungalows (Phase-III) shall always be called as such and shall not be changed.
16. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows (Phase-III) shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
17. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
18. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows (Phase-III) project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Vendor. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
19. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the Silver Oak Bungalows (Phase-III) project and in respect to the Scheduled Property and also the adjoining areas.
20. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.

For MENTA & MODI HOMES

Partner

For MENTA & MODI HOMES

Partner

21. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Vendee make any additions or alterations in the bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows (Phase-III) Project.
22. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows (Phase-III) Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor.
23. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow (Phase-III). To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows (Phase-III) (d) Store any explosives, combustible materials or any other materials prohibited under any law.
24. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
25. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
26. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.
27. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

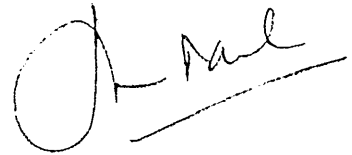
FOR MEHTA & MODI HOMES



Partner

FOR MEHTA & MODI HOMES

Partner



SCHEDULED PROPERTY

- d) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 330 admeasuring about 174 sq. yds. forming part of Sy. No. 31, 40, 41, 42, 44, 45 & 55 , situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot No. 329
South	Plot No. 331
East	30' wide road
West	Plot No. 327

AND

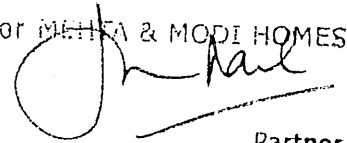
- e) ALL THAT DELUXE BUNGALOW admeasuring 1430 sq. ft. of built-up area to be constructed on the above said plot no. 330 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

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

WITNESS:

1.

For MEHTA & MODI HOMES



Partner
(Soham Modi)
VENDOR

For MEHTA & MODI HOMES

2.

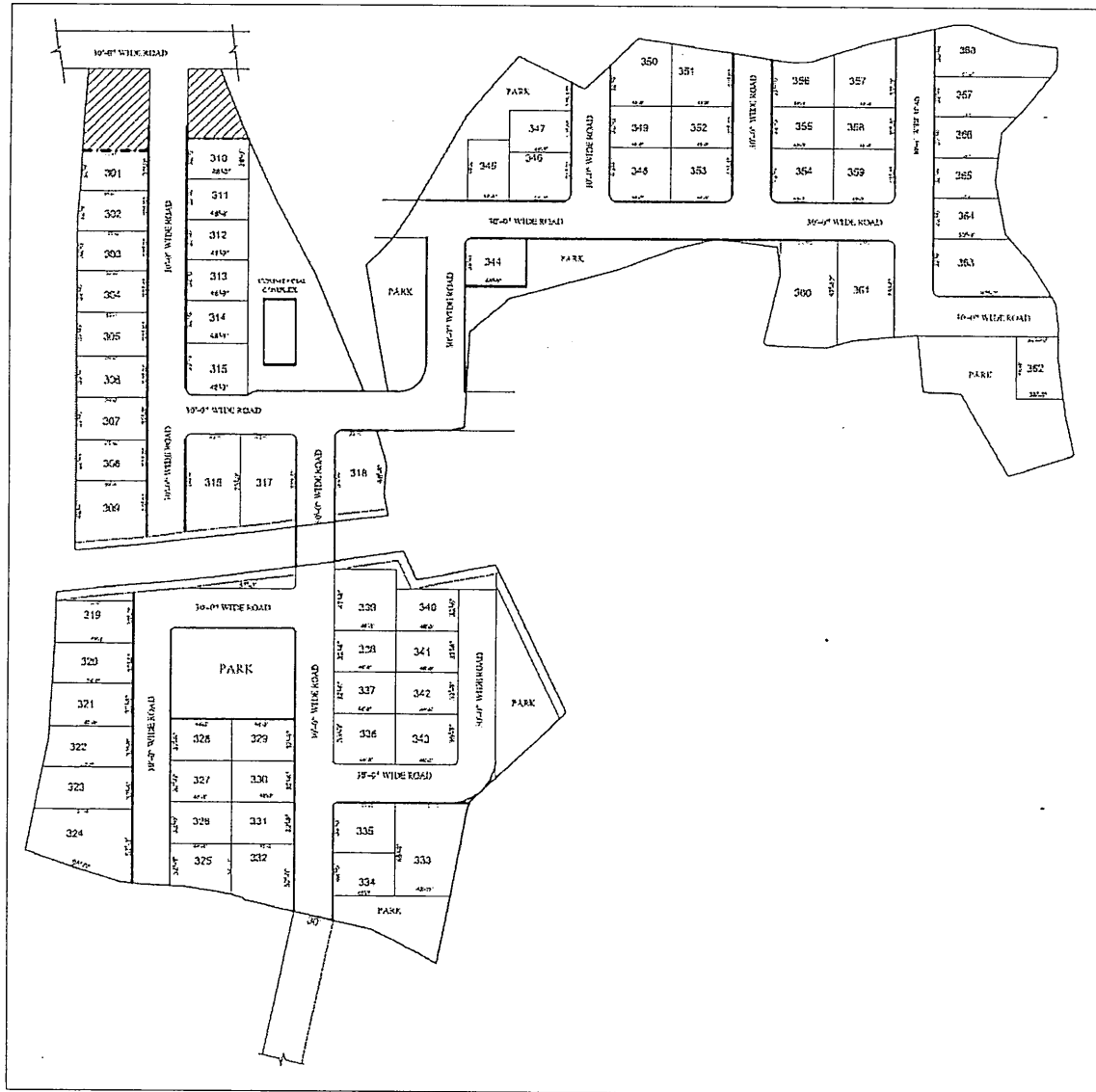
(Suresh U. Mehta) Partner
VENDOR



VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 330 ADMEASURING ABOUT 174 SQ.YDS.,
(MARKED IN RED) FORMING A PART OF SURVEY NO. Sy. No. 31, 40, 41, 42, 44 & 45
SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.



For MEITA & MODI HOMES

For MEDITA & MODI HOMES

[Signature]

Partner

(SOHAM MODI)
VENDOR

For MEHTA & MODI HOMES

Partner

(SURESH U. MEHTA)
VENDOR

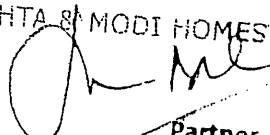

VENDEE

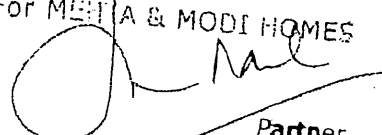
VENDEE

ANNEXURE – II

SPECIFICATIONS:

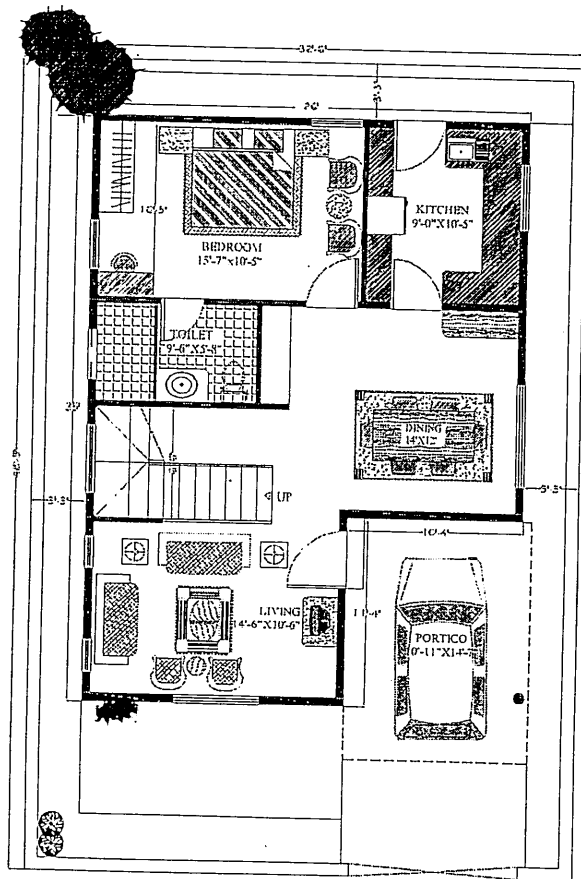
Item	Semi-Deluxe Bungalow	Deluxe Bungalow
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Roof	Sloping with country tiles	Sloping with country tiles
Flooring	Ceramic Tiles	Marble slabs in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able/sliding windows with grills	Powder coated aluminum or UPVC open able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing with MS banister	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes.	GI & PVC pipes. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	7' dado with designer tiles and bathtub in master bedroom..
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.
<u>Note:</u> - Choice of 2 colours for interiors 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided. - Change to external appearance and colors shall not be permitted. - Fixing of grills to the main door or balconies shall not be permitted. - Change of doors or door frames shall not be permitted - Changes in walls, door positions or other structural changes shall not be permitted. - Only select alterations shall be permitted at extra cost. - Specifications / plans subject to change without prior notice.		

For MEHTA & MODI HOMES

 Partner

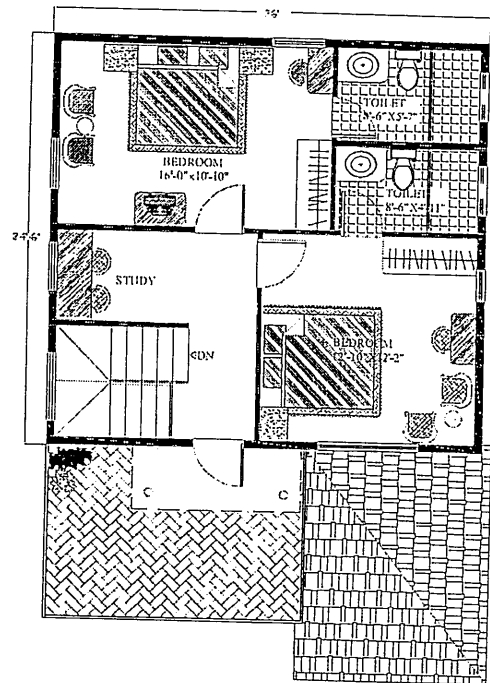
For MEHTA & MODI HOMES

 Partner

ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 330 ADMEASURING
174 SFT. OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN

AREA OF GROUND FLOOR = 793 SFT

AREA OF FIRST FLOOR = 637 SFT

1430 SFT

For MEHTA & MODI HOMES

[Signature]
Partner

(SOHAM MODI)
VENDOR

For MEHTA

[Signature]
Partner

(SURESH U. MEHTA)
VENDOR

[Signature]

VENDEE

भारतीय गैर न्यायिक

बीस रुपये

रु. 20

Rs. 20

TWENTY
RUPEES

INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

344 28/6/09
Sl. No. Date Rs. 20.

Sold To: Saham Modi

S/o: Satish Modi

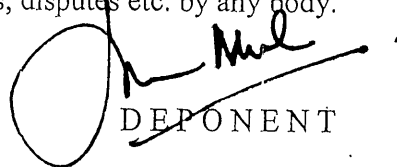
AFFIDAVIT

For Whom: S/o

I, Mr. Saham Modi, S/o. Mr. Satish Modi, aged about 38 years, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034 do hereby solemnly affirm and state on oath as follows:

1. I am the deponent herein as such I am well acquainted with the facts deposed hereunder.
2. I am the owner of property bearing no. 338 admeasuring 174 sq.yds., situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, with boundaries
North: Plot No. 339
South: Plot No. 337
East: Plot No. 341
West: 30' wide road
3. I submit that the property is free from any litigation of court case both civil and criminal, any attachment charge, encroachment, assignment, acquisition by Government or minors interest and I have subsisting marketable title in the property and I am in uninterrupted and peaceful possession of the above property. The property has not been mortgaged to any Bank/Institution etc. and have not entered into any transaction with anybody in respect of subject property. I further submit that the property has not been gifted either orally or through registered document.
4. I hereby declare that the construction had been made as per sanction plan and that there are no variation / violation of approval plan.
5. This affidavit is being given to the Bank to assure my right over the subject property and I fully indemnify the Bank against any claims, disputes etc. by any body.

Sworn and signed before
Me on this 22nd day of June 2009


DEPONENT

L-G-Chimalg
21AA 931093
LEELA G CHIMALGI
STAMP VENDOR
Licence No.1/2009
5-4-76/A, Ceilar Ranigunj,
SECUNDERABAD-500 003.

25-10-2011

SUB-REGISTRAR/SUPDT
EX-OFFICIO STAMP VENDOR
GSO/O/O C&IG(R&S)
HYDERABAD

भारत 20845 MPALA आंध्र प्रदेश
100034 PB 0019
R.0010930 08 07 09
INDIA STAMP DUTY ANDHRA PRADESH

From

Sri Soham Satish Modi

Plot no 280, Raoad No 25,
Jubilee Hills, Hyderabad

To,
The Manager,
The Federal Bank Limited,
Br.Secunderabad.

Dear Sir,

[Signature]

Reg: Deposit of title deeds made by me on

Please acknowledge receipt of the holding of the following title deeds that has/have already been deposited with you on 08/06/2009 with the intention to create mortgage by way of deposit of title deeds as envisaged under Section 58 (f) of the Transfer of Property Act in favour of the Bank as a continuing primary/collateral security for the loan of Rs.21 85,900.00 (Twenty One Lakhs Eighty Five Thousand Nine Hundred only) availed/to be availed of by me on 20/05/2009 from your Secunderabad branch.

DESCRIPTION OF THE PROPERTY GIVEN AS SECURITY

Details of the Title Deeds Description of the Property And Exact Situation

Sl No	Nature of Title Deeds No&date	Survey No	Area	Boundaries NSEW
1.	Sale Deed no 3161/09 Dated 22/05/2009, Registered at SRO Uppal, R.R.District.	Plot no 338 Sy nos 31, 40, 41, 42, 44, 45 & 55, Situated at Block No2 Old Village, Chelapally, Ghatkesar Mandal, Ranga Reddy District	Land Admeasuring about 174 Sq yds together with house having built up area of about 1650 Sft	N: Plot No 339 S: Plot No337 E: Plot No 341 W: 30' wide road
2.	Agreement for Construction no 3166/09 Dated 22/05/2009 Registered at SRO Uppal, R.R.District			

Situated at Block no2 Old Village, Chelapally, Ghatkesar Mandal, Ranga Reddy District together with all buildings existing and/or to be constructed. The above property belongs to me/us absolutely and no one else has/have any interest therein. The above property is free from encumbrances. I hereby undertake that I shall not dispose of the above mortgaged property or create any charge /third party interest by way of mortgage or otherwise over the above property without the written consent of the bank during the continuance of the above loan facility.

Yours faithfully

Place: Secunderabad

Date:

[Signature]

[Signature]

29th October 2009

From
Soham Satish Modi,
Plot No.280,
Road No.25,
Jubilee Hills,
Hyderabad.

To
The Credit Manager,
Federal Bank Limited,
Navketan Complex,
Secunderabad.

Dear Sir,

Sub : Mortgage Loan of Rs.22,15,000.

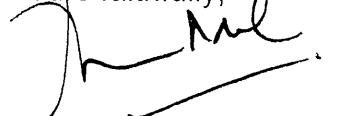
Ref : 1. Our Loan A/c.No.13957300004054 with Federal Bank.

Referring the above, we have closed our above referred Loan Account on 22.10.2009 and we received "No Dues/Liability Certificate" Xerox copy of which is enclosed herewith for your reference.

We request you to please handover the EMI Cheques and Security Cheques which are lying with you to the barer of this letter signature of which is enclosed herewith.

Thanking you,

Yours faithfully,


SOHAM SATISH MODI


K.SATYANARAYANA

ATTESTED



THE FEDERAL BANK LIMITED

Regd. Office : *ALWAYE, KERALA*

Phone : 040 - 27895133 (SM)
040 - 27896208
Fax : 040 - 27845177
Email : sbd@federalbank.co.in

1st Floor, Vasavi Towers,
1-1-40/1, Opp. Manju Theatre,
Sarojini Devi Road,
SECUNDERABAD - 500 003

SBD/FHS 4054/ /2009

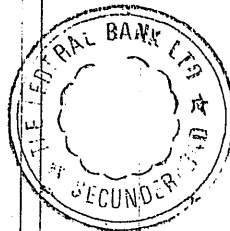
Date : 27.10.2009

NO DUES/ LIABILITY CERTIFICATE

This is to certify that FEDERAL HOUSING LOAN granted to Sri Soham Satish Modi, Plot no 280, Road No 25, Jubilee Hills Hyderabad by mortgaging the the property situated at Plot no 338 Sy no 31,40,41,42,44,45&55 at Block No 2 old ,Village Cherlapally, Ghatakesar Mandal has been closed on 22.10.2009 and that there is no liability existing in this branch against the property.

For THE FEDERAL BANK LTD.


Chief Manager
Br. Secunderabad
Secunderabad.



ORIGINAL

నెం.

2399

శ్రీ V. Srinivasa Rao Advocate

గారి ద్వారా ఈ క్రింది వివరములకై రుసుము పుచ్చుకోవడమైనది.

కేసెం. 3142/2009

4

to

3147/2009

అదనంగా

4129/2006

11779/2007

6334/2007

10661/2005

11023/2005

13554/2007

మొత్తము

812 20

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Rupers one hundred twenty

పై సర్టిఫికేటు ది.

గంటలకు వాపసు ఇవ్వబడును.

నోటు : ప్రతి రోజు సా॥ 3-30 గం॥ నుండి 5-00 వరకు వాపసు ఇవ్వబడును.

25/4/2009

సా॥ ఉప్పల్

సబ్-రిజిస్ట్రార్

**M.V. KINI & CO.****ADVOCATES & SOLICITORS****HYDERABAD**PHONE : 040-66323042
TEL/FAX : 040-27717375NO.11, 1ST FLOOR, MADHUKUNJ APARTMENT OPP. CITY CIVIL COURT, S.P. ROAD, SECUNDERABAD - 500 003.
E-mail : mvkini2004@yahoo.co.in, mvkini@sify.com**LEGAL OPINION**

MVK/FB/LSR/2391/2009

Date : 29-04-2009

The Manager
FEDBANK FINANCIAL SERVICES LIMITED
No.304, 3rd Floor, Navakenthan Complex
S.D.Road, Secunderabad – 500 003.

1. Name of the borrower : **SOHAM MODI**
2. Name of owners :
1. M/s.Mehta & Modi Homes
Rep. by its Managing Partner
(1) Soham Modi (2) Suresh U.Mehta and
2. Hetal K.Parikh
3. Pravesh B.Parikh
4. Piyush J.Parikh

3. Description of documents scrutinized

Sl. No.	Date of document	Number date year and SRO	Whether original/certified copy/ registration copy
1.	17-11-2005	Sale Deed No.11023/2005	Photo copy
2.	09-11-2005	Sale Deed No.10661/2005	Photo copy
3	30-03-2000	Agreement of Sale cum G.P.A.No.2638/2000	Photo copy
4	26-02-2000	Proceedings orders issued by M.R.O. Ghatkesar Mandal	Photo copy
5	20-03-2006	Proceedings orders issued by M.R.O. Ghatkesar Mandal	Photo copy
6		Patta Pass Book of Jaganmohan Reddy vide no.177979	Photo copy
7		Title Deed of Venugopal Reddy vide no.10430	Photo copy
8		Patta Pass Book of of Venugopal Reddy vide no.177980	Photo copy



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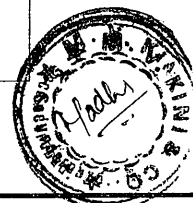
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9		Pahanies for the years 1960-61, 1964-65, 1975-76, 1979-80, 1980-81, 1985-86, 1989-90, 1990-91, 1995-96, 1999-2000, 2002-03	Photo copy
10	27-01-2006	Sale Deed No.1759/2006	Photo copy
11	19-08-2006	Sale Deed No.12254/2006	Photo copy
12	04-07-1978	Sale Deed No.3777/1978	Photo copy
13		Patta Pass Book of K.Swamy vide no.177976	Photo copy
14		Title Deed of K.Swamy vide no.10426	Photo copy
15		Patta Pass Book of K.Yadaiah vide no.177977	Photo copy
16		Patta Pass Book of K.Muttaiah vide no.177975	Photo copy
17		Title Deed of K.Muttaiah vide no.177975	Photo copy
18		Pahanies for the years 1960-61, 1964-65, 1970-71, 1975-76, 1979-80, 1980-81, 1985-86, 1990-91, 1995-96, 2002-03	Photo copy
19	10-02-2006	Sale Deed No.4129/2006	Photo copy
20	10-09-2001	Sale Deed No.6924/2001	Photo copy
21		Patta Pass Book of M.Sampath Goud vide no.408905	Photo copy
22		Title Deed of M.Sampath Goud vide no.409523	Photo copy
23		Patta Pass Book of M.Santosh Goud vide no.405006	Photo copy
24		Title Deed of M.Santosh Goud vide no.409522	Photo copy
25		Pahanies for the years 1960-61, 1964-65, 1970-71, 1975-76, 1980-81, 1985-86, 1990-91, 1995-96, 2000-01,	Photo copy



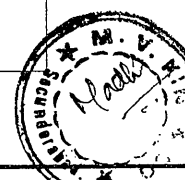
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26	25-05-2006	Sale Deed No.7876/2006	Photo copy
27	10-05-2007	Development Agreement No.6334/2007	Photo copy
28	31-07-2007	Sale Deed No.9268/2007	Photo copy
29	25-05-2006	Sale Deed No.7875/2006	Photo copy
30	11-07-2003	Sale Deed No.8328/2003	Photo copy
31		Patta Pass Book of P.Madhav Yadav vide no.433212	Photo copy
32		Title Deed of P.Madhav Yadav vide no.425826	Photo copy
33		Patta Pass Book of Venkataiah vide no.367708	Photo copy
34		Title Deed of Venkataiah vide no.381833	Photo copy
35		Patta Pass Book of Satyanarayana vide no.367712	Photo copy
36		Title Deed of Satyanarayana vide no.381882	Photo copy
37		Patta Pass Book of Narender vide no.367711	Photo copy
38		Title Deed of Narender vide no.381884	Photo copy
39	30-11-1998	Form III No.J/8502/1997 issued by RDO, Ranga Reddy East Division	Photo copy
40	26-09-2004	ROR No.749/2004 issued by M.R.O. Ghatkesar Mandal	Photo copy
41		Pahanies for the years 1960-61, 1970-71, 1975-76, 1979-80, 1985-86, 1990-91, 1993-94, 2000-01, 2002-03,	Photo copy
42	20-08-2002	Partnership Deed of M/s.Mehta and Modi Homes	Photo copy
43	29-04-2003	Acknowledgement of Registration of Firm of M/s.Mehta and Modi Homes	Photo copy
44	19-09-2001	Death Certificate of C.Manikya Rao issued by	Photo copy



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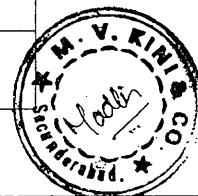
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E-mail : mvkini2004@yahoo.co.in, mvkini@sify.com

		M.R.O. Keesara Mandal	
45	19-09-2001	Family Member Certificate of C.Manikya Rao issued by M.R.O.Keesara Mandal	Photo copy
46	11-02-2008	W.P.No.2286/2008 on the file of High Court of Andhra Pradesh	Photo copy
47	08-03-2008	Letter of Undertaking	Photo copy
48	-02-2008	Record of Rights No.B1/1716/2008 issued by Tahsildar, Ghatkesar Mandal in the name of M/s.Mehta & Modi Homes	Photo copy
49	-12-2008	Record of Rights No.B1/1379/2008 issued by Tahsildar, Ghatkesar Mandal in the name of M/s.Mehta & Modi Homes	Photo copy
50	29-05-2008	Sanction Plan	Photo copy
51.	29-03-2008	Lay-out Plan from Huda	Photo copy
52	23-04-2009	Agreement of Sale	Photo copy
53	17-12-2007	Encumbrance Certificate from 28-06-1980 to 16-12-2007	Photo copy
54	17-12-2007	Encumbrance Certificate from 28-06-1980 to 16-12-2007	Photo copy
55	17-12-2007	Encumbrance Certificate from 28-06-1980 to 16-12-2007	Photo copy
56	17-12-2007	Encumbrance Certificate from 28-06-1980 to 16-12-2007	Photo copy
57	17-12-2007	Encumbrance Certificate from 28-06-1980 to 16-12-2007	Photo copy
58	17-12-2007	Encumbrance Certificate from 28-06-1980 to 16-12-2007	Photo copy
59	27-04-2009	Encumbrance Certificate from 28-06-1980 to 26-04-	Photo copy



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