

### SALE DEED

This Sale Deed is made and executed on this the                      day of                      2012 at Secunderabad by and between:

M/s. MEHTA & MODI HOMES, a partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partners Shri Soham Modi, Son of Sri Satish Modi, aged about 42 years, Occupation: Business and Sri Suresh U Mehta Son of Late Uttamlal Mehta, aged about 62 years, Occupation: Business, hereinafter referred to as the ‘Vendor’

AND

1. Smt. Sarojini L. Rohit, W/o. Dr. L. G. Rohit, aged 72 years, Occupation: Housewife, R/o. 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad – 500 034.
2. Shri. Amar V. Shah, S/o. Shri. V. N. Shah, aged 50 years, Occupation: Business, R/o. ‘SHUBHAM’ Plot No. 25, Temple Rock Enclave, Tadbund, Secunderabad – 500 009.
3. Smt. Meera A. Shah, W/o. Shri. Amar V. Shah, aged 42 years, Occupation: Housewife, R/o. ‘SHUBHAM’ plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.
4. Shri. Ajit V. Shah, S/o. Shri. V. N. Shah, aged 48 years, Occupation: Business, R/o. “SHUBHAM’ Plot No. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.

5. Smt. Meeta A. Shah, Wife of Shri. Ajit V. Shah, aged 44 years, Occupation: Housewife, R/o. 'SHUBHAM' plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.
6. Shri. Pritesh Rajesh Kotak, Son of Shri. Rajesh C. Kotak, aged 21 years, R/o. 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad –500 003.
7. Smt. Rashmi R. Kotak, Wife of Shri. Rajesh C. Kotak, aged 46 years, Occupation: Housewife, R/o. 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad – 500 003
8. Smt. Saroj. S. Parikh, wife of late Shri. Shashikanth S. Parikh, aged 45 years, Occupation Housewife, R/o. 1-10-98/6, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
9. Smt. Neema B. Parikh, Wife of Shri. Bhavesh S. Parikh aged about 31 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
10. Shri. Mitesh K. Parikh, Son of Krishna Kant S. Parikh, aged about 20 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
11. Shri. Harsh J. Baldev, Son of Jitendra Baldev, aged about 16 years, resident of 124, Jeera, Secunderabad.

being represented by Shri. Soham Modi, Son of Shri. Satish Modi aged about 42 years, and Sri Suresh U Mehta Son of Late Uttamlal Mehta, aged about 62 years, Occupation: Business, the Partners/ Authorized Representatives of M/s. Mehta and Modi Homes who is the General Power of Attorney Holders by virtue of document no. 204/10 dated 18.09.2010, registered at S.R.O., Uppal, Rangareddy District, hereinafter called the "Owners".

#### IN FAVOUR OF

Mr. , son of Mr. , aged years, residing at , hereinafter referred to as the 'Vendee'.

The terms Vendor, Owners and Vendee shall mean and include their / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

#### WHEREAS:

- A) The Owners are the absolute owners, possessors and in peaceful enjoyment of the land forming survey no. 74 (Ac. 1-23 Gts.) and Sy. No. 75 (Ac. 1-22 Gts.) situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District admeasuring about Ac. 3-05 Gts. by virtue registered sale deed bearing document no. 3111/07 dated 5.3.07 registered at SRO, Uppal and is hereinafter referred to as the 'Scheduled Land'.
- B) The Owners purchased the Scheduled Land for a consideration from its previous Owners, possessors and pattedars namely:
  - Shri. Samala Janga Reddy, Son of Late Shri Samala Chinna Yadaiah
  - Smt. V. Susheela, Wife of V. V. Subba Rao,
  - Sri Anand S. Mehta, son of Shri Suresh U. Mehta
  - Smt. Chamarty Naga Bala Tripura Sundari W/o. Shri Ch. Ganapathi Prasad
  - Shri. G. Rama Krishna Reddy, son of Shri. G. R. Reddy
  - Shri M. Vijayaram Mohan Rao, son of Shri M. Venkateswar Rao
  - Shri Sajja Venkateswara Rao, son of Shri Subba Rao

- Shri Boddu Srinivasa Rao, son of Shri B. Amaralingam
  - Shri Sekharam Seri, son of Late Shri. Venkakaih
- C) The Owners approached the Vendors to develop the Schedule Land into residential houses / plots and the Vendors have agreed to do so. Accordingly, the Vendors and the Owners have entered into Development Agreement dated 30.04.2007 for development of the Schedule Land. The Development Agreement is registered as document no. 7827/07, dated 30.04.2007 at the S.R.O. Uppal.
- D) In pursuance of the said Development Agreement the Vendors have obtained permission from GHMC / HUDA in file no. 0149/CSC/TP1/2008, Permit no. 5/69 dated 18.12.08 for developing the Scheduled Land into a gated community consisting of 44 villas/ bungalows each having divided share of land (plot of land) along with common amenities like roads, drainage, electric power connection, clubhouse, landscape areas, etc. The Scheduled Land as per sanction shall be made into 44 villas/bungalows along with divided share of land bearing nos. 1 to 44. Hereinafter, the said villas/bungalows along with divided share of land shall be referred to as plot no. 1, plot no. 2, plot no. 3 as on.
- E) As per the terms of the Development Agreement, the Owners and the Vendor have agreed to share the proposed developed plots along with construction thereon. Broadly the Owners shall be entitled to 13 villas and the Vendor shall be entitled to 31 villas along with the divided plots of land.
- F) Accordingly, the Owners have executed a General Power of Attorney in favour of the Vendor vide document no. 204/10, dated 18.7.10 registered at SRO, Uppal, for the Vendor's share of plots/bungalows/villas/houses. The Owners shall be entitled to sell their share of plots along with constructions thereon to any intending purchaser without reference to the Vendor. Similarly, the Vendor shall be entitled to sell their plots along with constructions thereon to indenting purchasers without reference to the Owners.
- G) By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and they are absolutely entitled to sell their share of plots/villas/houses.
- H) The proposed project of development on the entire Scheduled Land is styled as 'Villas at Silver Creek'.
- I) The Vendee is desirous of purchasing a plot of land bearing no.                      admeasuring sq. yds. hereinafter referred to as the 'Scheduled Plot', forming part of the Scheduled Land, for a consideration of Rs.                      /- (Rupees                      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.                      admeasuring sq. yds. forming part of Sy. No. 74 & 75, Cherlapally Village, Ghatkesar Mandal, R.R. District 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.                      /- (Rupees                      Only). The Vendor hereby admit and acknowledge the receipt of the said consideration.
2. The Vendor / Owners 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 given 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.                      /- is paid by way of challan No.                      , dated                      , drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. \_\_\_\_\_  
admeasuring about \_\_\_\_\_ sq. yds. in the project known as 'Villas at Silvercreek'  
forming part of Sy. No. 74 & 75, situated at Cherlapally Village, Ghatkesar  
Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as  
Annexure I, bounded on:

North  
South  
East  
West

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.

(Soham Modi)  
V E N D O R

2.

(Suresh U Mehta)  
V E N D O R

V E N D E E