

IN THE COURT OF THE I ADDL. CHIEF JUDGE CITY CIVIL COURT  
AT SECUNDERABAD

O. S. No: 98 OF 2014

Between:

Modi & Modi Constructions, a partnership firm  
Having its registered office at 5-4-187/3 & 4,  
Soham Mansion, M. G. Road, Secunderabad  
Represented by its Managing Partner,  
Sri Soham Modi S/o Sri Satish Modi aged 44 years,

... PLAINTIFF

And

1. Smt.A. Vijaya Lakshmi W/o. A. Bhasker  
Aged 56 years,
2. A.Mahesh Kumar S/o A Bhasker,  
Aged 31 years, Occupation Service  
Both R/o. H.No.1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Loathkunta,  
Alwal, Secunderabad - 15.

... DEFENDANTS

SUIT FOR RECOVERY OF RS.20,48,497/- PLAINT FILED UNDER SECTION  
26 C.P.C.

I. Description of the Plaintiff:

The addresses for service of all notices, summons and process etc. on the Plaintiff is as mentioned above and of their counsel Sri C. Balagopal, Smt. Ameerunnisa Begum, K. Vijaya Saradhi, C. V. Chandramouli and P. Vikram Kumar, Advocates, having their office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad.

II. Description of the Defendants:

The addresses for service of all notices, summons and process etc. on the Defendants are the same as mentioned above.

III. Facts of the case:

a). The Plaintiff is a Builder of repute and has developed and constructed several residential Flats, Villas and bungalows in and around the Twin Cities of Secunderabad and Hyderabad. One of the projects undertaken by the Plaintiff is "NILGIRI HOMES", situated at Survey Nos.128,129,132 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District.

**For MODI & MODI CONSTRUCTIONS**

b). The said project consists of Independent Villas. The Defendants approached the Plaintiff for purchase of a Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. The Plaintiff informed the Defendants that the villa chosen by them is in an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. The defendants were satisfied about the progress of the project at that point of time and agreed of all the terms and conditions as specified by the plaintiff. On such agreement having been reached the Plaintiff had executed a regd. sale deed bearing No. 8452 of 2013 for the land admeasuring 125 sq yards on 16/11/2013 at SRO, Keesara, RR dist. On the same day the Defendants also executed an agreement of construction in favour of the Plaintiff which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. The Defendants have abnormally delayed in the payment of the instalments. The Plaintiff has received an amount of Rs.25,95,000/- till date. The Defendants have to further pay an amount of Rs.20,48,497/- to the Plaintiff towards full and final settlement of the cost of the villa. The above amount includes service tax, corpus fund and interest on late payments.

c) The Plaintiff submits that the villa is ready in all aspects and it will be in a position to handover the possession to the Defendants after they clear all the dues as specified above.

d) The Plaintiff had got issued a notice dated 18/04/2014 through its Counsel to the Defendants calling upon the Defendants to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of the notice and take possession of the villa. Though the defendants received the notice, they have not so far replied.

For MODI & MODI CONSTRUCTIONS

f

Partner

IV). The Plaintiff declares that it has not filed any suit or proceeding for the same relief sought herein against the Defendants in any court of Law.

V. Cause of action:

The cause of action for the suit arose on..... the date of booking of bungalow by the Defendant and on 16/11/2013 the date on which the sale deed was executed in favour of the Defendants and also the Agreement of Construction executed by the Defendants infavour of the Plaintiffs and on all other subsequent dates when the dues remained unpaid and the cause of action is subsisting.

V. Jurisdiction:

The Registered office of the Plaintiff is at M.G.Road, Secunderabad, which is within jurisdiction of this Hon'ble court and hence this Hon'ble Court has got jurisdiction to try the suit.

VI. Court Fee:

a) The suit is valued for the purpose of court fee and jurisdiction at Rs. 20,48,497/- on which a court fee of Rs...../- is paid herewith paid under Section 20 of A.P.C.F. and S. V. Act.

VII. Prayer:

The Plaintiff prays that this Hon'ble court be pleased to pass a Judgment and Decree in favour of the Plaintiff and against the Defendants granting the following reliefs:-

- a) To pass a decree and Judgment in favour of the Plaintiff against the Defendants for recovery of Rs. 20,48,497/- with interest @ 18% p.a. from the date of this suit till realization;
- b) and to award costs of the suit; and
- c) To grant any other relief or reliefs to which the plaintiffs are otherwise entitled to in the circumstances of the case.

For MODI & MODI CONSTRUCTIONS

Advocate for the Plaintiff

Plaintiff Partner

## LIST OF DOCUMENTS FILED ALONG WITH THE PLAINT

S. No.	Date	Description of document
1.		Copy of the Registration of Plaintiff firm
2.		Booking form – Xerox copy
3.	16.11.2013	Sale Deed executed by Plaintiff in favour of Defs Xerox copy
4.	16.11.2013	Agreement of construction. Xerox copy
5.	28.04.2014	O/c of Notice issued by Plaintiff's counsel to Defs.
6.		Statement of Account

Secunderabad  
Date:

COUNSEL FOR PLAINTIFF



IN THE COURT OF THE  
I ADDL. CHIEF JUDGE  
CITY CIVIL COURT  
AT SECUNDERABAD

O. S. No:                      OF 2014

Between:

Modi & Modi Constructions  
..... PLAINTIFF

And

Smt. A. Vijaya Lakshmi & another  
... DEFENDANTS

SUIT FOR RECOVERY OF  
RS.20,48,497/- PLAINT FILED  
UNDER SECTION 26 C.P.C.

Filed on:

Filed by:

**Sri C.BALAGOPAL**  
**ADVOCATE**

Flat No.103, Suresh Harivillu Apts  
Road No.11, West Marredpally  
Secunderabad – 26.  
Ph: 64570512

COUNSEL FOR PLAINTIFF

IN THE COURT OF THE 1st ADDL. CHIEF JUDGE  
CITY CIVIL COURT AT SECUNDERABAD

O. S. No: OF 2014

Between:

Modi & Modi Constructions ... Plaintiff

And

Smt. A. Vijaya Lakshmi & another ... Defendants

**VERIFIED AFFIDAVIT**

I, Soham Modi S/o Sri Satish Modi, aged 41 years, occupation: Business, at 5-4-187/3&4, II Floor Soham Mansion, M.G.Road, Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Managing Partner of the Plaintiff herein as such I am well acquainted with the facts deposed hereunder. I filed the above suit seeking recovery/injunction against the Defendants.

I state the facts mentioned in the plaint are true and correct to the best of my knowledge and belief.

Hence this verified affidavit.

Sworn and signed before me  
on this the day of June, 2014  
at Secunderabad.

✓  
DEPONENT

Advocate / Secunderabad

IN THE COURT OF THE  
I ADDL. CHIEF JUDGE  
CITY CIVIL COURT  
AT SECUNDERABAD

O. S. No:                      OF 2014

Between:

Modi & Modi Constructions  
.... PLAINTIFF

And

Smt. A. Vijaya Lakshmi & another  
... DEFENDANTS

VERIFIED AFFIDAVIT

Filed on:

Filed by:

**Sri C.BALAGOPAL  
ADVOCATE**

Flat No.103, Suresh Harivillu Apts  
Road No.11, West Marredpally  
Secunderabad - 26.  
Ph: 64570512

COUNSEL FOR PLAINTIFF

AG BPC 2788A

**ORIGINAL**

**CURRENT ACCOUNT PAY-IN-SLIP**

Chief Judge City Civil Court, Hyderabad  
(To be returned to the C.J. CCC Hyd.)

Date: 30/5/2014

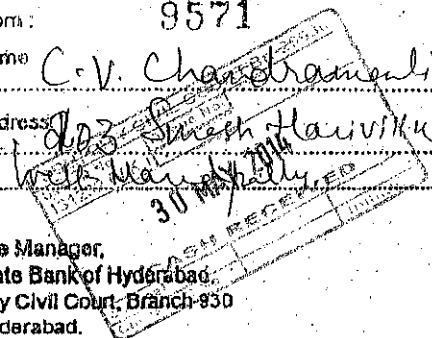
From: 9571

Name: C.V. Chandraswami

Address: D-23, Suresh Hari Villa

with Maruthi

To  
The Manager,  
State Bank of Hyderabad,  
City Civil Court, Branch-930  
Hyderabad.



Please receive and acknowledge the sum of  
Rs. 85,535 (Rupees Eighty Five Thousand  
Five Hundred and Thirty Five only)  
Credit the current account of Chief Judge City Civil Court  
Hyderabad.  
A/c No. 52047067646

Signature of Remitter

**FOR USE IN BANK**

Received the sum of Rs. 85,535 (In words)  
Rupees  
and credited in cash book folio no. to the  
current account of the Chief Judge City Civil Court  
Hyderabad entered in the  
A/c No. 52047067646

Office-In-Charge

Accountant

8

AG BPC 2765A

**ORIGINAL**

**CURRENT ACCOUNT PAY-IN-SLIP**

Chief Judge City Civil Court, Hyderabad

(To be returned to the C.J. CCC Hyd)

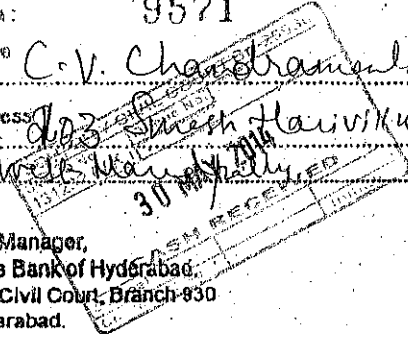
Date: 30/5/2014

From: 9571

Name: C.V. Chandramouli

Address: D-3, Sreeniwas Nagar, Hyderabad

To: The Manager, State Bank of Hyderabad, City Civil Court, Branch-830, Hyderabad.



Please receive and acknowledge the sum of Rs. 85,535 (Rupees Eighty Five Thousand Five Hundred and Fifty Five only)

Credit the current account of Chief Judge City Civil Court Hyderabad.

A/c No. 52047067646

Signature of Remitter

**FOR USE IN BANK**

Received the sum of Rs. 85,535 (in words)

Rupees and credited in cash book folio no. to the current account of the Chief Judge City Civil Court Hyderabad entered in the A/c No. 52047067646

Office-in-Charge

Accountant

Handwritten signature and number 8

AG BPC 2755A

**ORIGINAL**

**CURRENT ACCOUNT PAY-IN-SLIP**

Chief Judge City Civil Court, Hyderabad  
(To be returned to the C.J. CCC Hyd)

Date: 30/5/2014

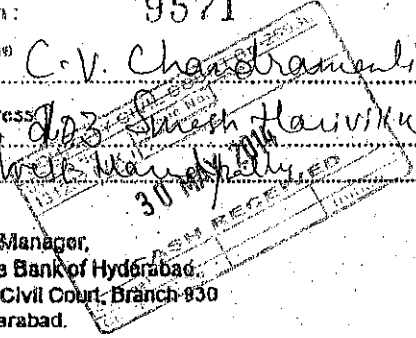
From: 9571

Name: C.V. Chandramani

Address: 833, Street Harivilla

West Marathahalli

To  
The Manager,  
State Bank of Hyderabad,  
City Civil Court, Branch-830  
Hyderabad.



Please receive and acknowledge the sum of  
Rs. 85,535 (Rupees Eighty Five Thousand  
Five Hundred and thirty five only)  
Credit the current account of Chief Judge City Civil Court  
Hyderabad.  
A/c No. 52047067646

Signature of Remitter

**FOR USE IN BANK**

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Rupees and credited in cash book folio no. to the  
current account of the Chief Judge City Civil Court  
Hyderabad entered in the  
A/c No. 52047067646

Office-In-Charge

Accountant

8

Account Statement

*Smt A. Vijaya Lakshmi*

Villa / row house no. 46,  
Nilgiri Homes,  
Survey No. 128, 129, 132-136,  
Rampally,  
Keesara mandal,  
Hyderabad.

		Amount in Rs.
A.	Sale consideration <sup>1</sup>	39,00,000
B.	Add : Stamp duty & Registration charges	98,900
C.	Add : VAT & Service Tax	2,64,170
D.	Add : Interest on delayed payments	4,87,177
E.	Add : Corpus fund	40,000
F.	Total of other charges (B+C+D+E)	8,90,247
G.	Total amount payable (A+F)	47,90,247
H.	Less : Stamp duty & Registration charges(offer).	98,900
I.	Less : VAT(offer)	48,750
J.	Less : Amount paid (Net) <sup>2</sup>	25,95,000
K.	Balance payable	20,47,597

**Notes:**

1. Charges for additions and alteration provided have not been included. They have to be paid for separately.
2. Amounts received after 05-04-2014 may have not been reflected in the above statement.
3. Amount refunded to Mr. Angadi Bhasker of Rs. 9,75,000/- on your request has been debited to your account.
4. Maintenance charges are payable at the rate of Rs. 1200/- per month for row house and Rs. 1500/- per month for Villas. Please note that the maintenance charges are payable to Nilgiri Homes Owners Association and not to the Builder.

*h*  
**APPROVED BY**  
07 MAY 2014  
SOMANATH  
MANAGING DIRECTOR

**C. BALAGOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C.V. CHANDRA MOULI**  
**P. VIKRAM KUMAR**  
**ADVOCATES**



Door No. 10-2-278, Flat No. 103,  
Suresh Harivillu Apartments,  
Road No. 11, West Marredpally,  
Secunderabad - 500 026.  
Ph : 64570512,  
Cell : 9441782451, 9246172988

Date: 18/04/2014

To


A Vijay Lakshmi,  
A. Mahesh Kumar,  
Both r/o. H.No. 1-24-253/1, Plot No.32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Secunderabad - 15.

Under instructions from our client M/s. Modi & Modi constructions rep by its Partner Mr. Soham Modi we have to address you as follows:

Our client is in the business of development and construction of Flats, Villas and Bungalows in and around the twin cities. He had developed one such venture in the name and style of Nilgiri Homes situated at Rampally Village, Kesara Mandal.

You had approached our client for purchase of a Villa No.46 in the said venture for a total consideration of Rs. 39lacs. Our client had informed you that the villa chosen by you is an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. Our client had executed a regd. sale deed for the land admeasuring 125 sq yards on 16/11/2013, on the same day you had also executed an agreement of construction in favour of our client which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. You have delayed abnormally in the payment of the instalments. Our client has received an amount of Rs.25,95,000/- till date. You have to further pay an amount of Rs.20,48,497/- to our client towards full and final settlement of the cost of the villa. The above amount includes service tax, corpus fund and interest on late payments.

Our client informs that the villa is ready in all aspects and they will be in a position to hand over the possession after your clearing all the dues to our client. We hereby call upon you to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of this notice and take possession of the villa. If you fail to do so our client will take all necessary steps which are open to it under law both civil and criminal and you will be held responsible for all the cost and consequences. You are hereby directed to pay an amount of Rs. 2000/- towards the cost of this notice.

  
C. Balagopal  
Advocate





BY REGD. POST WITH ACK. DUE  
UNDER CERTIFICATE OF POSTING

To

Date: 21-04-2014

Sri C. Bala Gopal, *(Advocate)*  
Door No.10-2-278, Flat No.103,  
Suresh Hariviliu Apartments,  
Road No.11, West Marredpally,  
Secunderabad – 500 026.  
Advocate,

Ref: 1) My notice dated 12-03-2014.  
2) Your reply dated 10-04-2014

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With reference to your reply dated 10-04-2014, it is to inform you that plan option for 9 months is a fact one as per my client's letter dated 19<sup>th</sup> May 2013 and the same was acknowledged by your representative Mr. Venkat Reddy. It is clear evidence to support the clearance of payment in 9 months instead of 4 months as per agreement. In case of non-genuineness of the representation, your client should be condemned it and should be in written. But your client neither condemned the representation nor replied properly. Thus proves your client's officials tactfully managed my client in signing on the agreement mentioning 4 months of time period for payment of amounts, in the agreement. You have also agreed the clause No.13 of agreement and its genuineness. But raised about clause No.3 pertains to payment of balance dues and interest which are said to have been interlined. All these interlinked points are not having genuineness because of your client's officials tactfully committed my client to sign on the agreement which supports the clear evidence vide his representation dt. 19-05-2013. Further, still you have accepted that the construction is not yet completed 100% and final coat of paint and bathroom fittings works are pending. In fact, on my clients physical verification, 30 % of work is pending still today. Further, it is his bounded to duty to change minor construction work as per my client's will and wish. The same was incorporated by my client vide his representation addressed to your client dt. 19-05-2013.

Further, it is to inform you that because of your client's officials actions only, the sanction of LIC loan was once cancelled and again on the sincere attempts of my client, it was sanctioned again and released and paid immediately to your client. Thus the time gap 7 months was occurred. As such, there is no fault on my client side for payment of LIC loan. Further, you had stated that Rs.9.75 lakhs was paid by your client was a refund to my client's father to square off a loan as my client had taken from his father and the same is debited to my client's account. In this regard, it is to inform you that debiting Rs.9.75 lakhs directly to my client's account is illegal action and not belongs in anyway either to the said agreement or in any transactions done. Legally, an amount of Rs.3.30 lakhs is only due from my client after deducting the LIC loan of Rs.9.75 lakhs amount which is also kept ready for appearance of your client's officials.

Contd.2.

Without considering the above said facts; your client and his officials constantly harassing my client is true and correct. If the same is not correct, your client's representative should collect the balance amount only but not other interest amount which was illegally imposed upon my client even through there is no lapse on his part and handover the said villa to my client. But your client failed to do so and insisting for more amounts towards interest and unnecessary taxes etc., which is not correct and illegal as per law.

Further, you have stated that in Feb.2013 my client booked his villa whereas the same was in advance stage of construction is also not correct. If it was true, the construction has to be completed 100% even at this time.

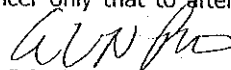
However, as per my client's instructions, it is to inform you that my client is ready to pay balance amount of Rs.3.30 lakhs only which is already with the Financier i.e. LIC. If you are giving the occupation certificate the LIC will release the funds straightaway to you after filed verification without any delay.

As such, you are requested to inform your client to advise and to give occupation certificate after completion of entire works as on today which is pending. Immediately on the same day, the Financier/LIC/ Mortgagee will come for field verification and they will release your balance amount Rs.3.30 lakhs towards full and final settlement as per agreement for possession of the villa. The payment schedule which was made by my client is furnishing below for your ready reference and clarity which will prove my client's bonafied. Otherwise, my client will proceed further as per law for his mental agony and damages for not handing over the building. You are only the responsible for costs and consequences thereon.

The outstanding amount is Rs.330000/- only and not Rs.2048497/- as stated. Furnished below are the payment details:-

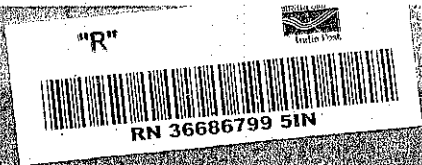
a. 2 <sup>nd</sup> Feb 2013 Booking amount	Rs.25000/-
b. 18 <sup>th</sup> Feb 2013 payment amount	Rs.200000/-
c. 26 <sup>th</sup> June 2013 payment amount	Rs.500000/-
d. 24 <sup>th</sup> Sep 2013 payment amount	Rs.243750/-
e. 17 <sup>th</sup> Oct 2013 payment amount	Rs.243750/-
f. 31 <sup>st</sup> Oct 2013 Payment amount	Rs.243750/-
g. 18 <sup>th</sup> Nov 2013 payment amount	Rs.243750/-
h. 27 <sup>th</sup> Nov 2013 payment by the (LIC) financier	Rs.1248000/-
i. 27 <sup>th</sup> Nov 2013 Payment by the (LIC) financier	Rs.622000/-
<b>Total payments</b>	<b>Rs.3570000/-</b>
<b>Balance (Rs.3900000-3570000)</b>	<b>Rs.330000/-</b>

The aforesaid outstanding amount could only be cleared by the financier only that to after physical handing over and clearance letter from the applicant.

  
**G.L.NARSIMHARAO**  
Advocate

Copt to:  
Modi & Modi Constructions Rep. by its Partner Soham Modi,  
H.No.5-4-187/3 & 4, 2nd Floor, MG Road, Secunderabad-500003

12.7.14



TO

Modi A Modi constructions Pvt. by its  
Partner Sahar Modi, H.No. 3-4-187/24  
2nd Floor, MG Road, Secunderabad - 03

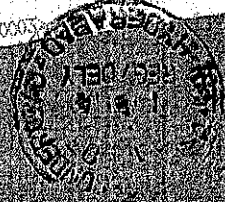
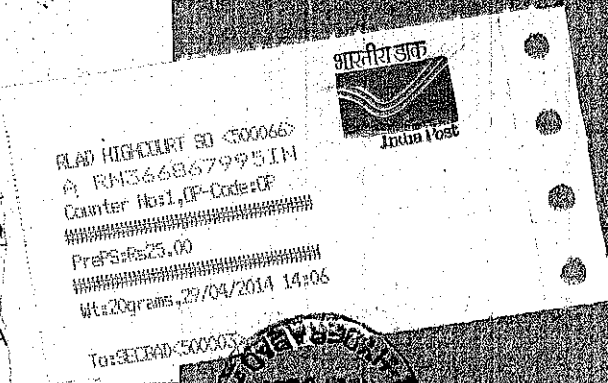
4.60.11

**G.L. NARASIMHA RAO**  
B.A., LLB  
ADVOCATE  
Flat No. B.002, Prasad Enclave,  
3-4-778, Barkatpura, Hyderabad-27.  
Cell : 9848994240, 9299302518

Modi A

### ACKNOWLEDGMENT

Registered No. \_\_\_\_\_  
Received ..... Letter / Packet / Parcel  
Insured \_\_\_\_\_  
Address to (Name) Modi A Modi constructions  
Partner Sahar Modi, H.  
avei 4, 2nd floor, MG Road  
Date of Delivery \_\_\_\_\_ 20 \_\_\_\_\_  
Signature of A \_\_\_\_\_



**ALAGOPAL**

**UNISA BEGUM**

**K. VIJAYA SARADHI**

**C.V. CHANDRA MOULI**

**P. VIKRAM KUMAR**

**ADVOCATES**



Door No. 10-2-278, Flat No. 103,  
Suresh Harivillu Apartments,  
Road No. 11, West Marredpally,  
Secunderabad - 500 026.  
Ph : 64570512,  
Cell : 9441782451, 9246172988

To  
G.L.Narasimha Rao,  
Advocate  
H.No.3-4-778, Barakathpura  
HYDERABAD-500 027

Date: 10.04.2014

**REPLY**

This has reference to your notices dtd. 12.3.2014 addressed to our client M/s.Modi and Modi constructions represented by its partner Mr.Soham Modi. The notices have been placed in our hand with instructions to reply as below:

With regard to para No.1, it is true to the extent regarding the purchase of Villa at Rampally village, Keesara Mandal, for an amount of Rs.39 lakhs. The averment regarding the payment of the entire amount within nine months by your client and the alleged misrepresentation by our client's officials is vague and hence denied. Further it is true that our client has received an amount of Rs.25,95,000/- and also the execution of sale deed and construction agreement. It appears that your client has not properly instructed you regarding the agreement of construction because you are stressing on clause No.13 only which no doubt speaks about the completion of construction. The clause No.3 in the same agreement clearly speaks about the time frame for payment of balance dues and also clause No.4 regarding the interest on late payments, all the above three clauses are interlinked. It is not true to say that the construction is in a skeleton stage. Infact the construction is completed but for final coat of paint and bathroom fittings which is done just before the handing over the possession after settling all the dues by your client. It is not true to say that our client does not consider minor changes as per the requirement of a customer.


With regard to para No.2 the LIC loan was obtained only in November'2013 and the first tranche of housing loan was released on 27.11.2013 which was more than seven months behind schedule. The amount of 9.75 lakhs which was paid by our client was infact a refund to the customer's father to square off a loan your client had taken from his father. This amount is debited to your client's account.

With regard to para No.4 it is not true to say that our client is harassing your client for payment of huge amounts. It is not true to say that there is no progress in the venture even on 15.2.2014. There is no delay in the completion of the villa and as already mentioned that villa is completed in all aspects but for certain minor works which can be done in a week's time after all the dues are cleared by your client.

Further our client has to receive an amount of Rs.20,48,497/- from your client towards full and final settlement towards the cost of the Villa (including Service Tax, Corpus Fund and interest upto 5<sup>th</sup> April'2014 etc/..) purchased by your client. Your client is hereby directed to pay the amount and take possession of the Villa after completing all the necessary formalities.

Our client further instructs that in February'2013 when your client booked the villa it was in an advanced stage of construction. Our client was ready to complete the construction and handover the possession by May'2013 positively, provided your client is able to clear all the dues in FOUR installments. Your client was unable to keep up the payment schedule and was able to get the Housing Loan only in November'2013. Our client did not wait for the payments but was continuing the construction of the villa and now the villa is ready but for certain minor works has already mentioned above.

Kindly inform your client to settle all the dues and take possession of the villa and not to initiate unnecessary legal action, if he does so, our client will defend the same at the cost of your client.

  
X (C.BALAGOPAL)  
ADVOCATE

**G.L.NARSIMHA RAO**  
Advocate



H.No.3-4-778, BARKATPURA,  
HYDERABAD -500 027.  
Cell:9848994240 .



BY REGD. POST WITH ACK. DUE  
UNDER CERTIFICATE OF POSTING

To

Date: 12-03-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,  
H.No.5-4-187/3 & 4, 2nd Floor,  
MG Road, Secunderabad-500003

Under the instructions of my clients 1) Mrs. Angadi Vijaya Laxmi, W/o. Bhaskara Rao, Age 56 years, Occ:House Wife, 2) Angadi Mahesh, S/o Bhaskara Rao, Both are R/o 1-24-253//1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby issue this notice upon the following brief facts.

1. My clients states that you are as a Builder/Developer offered them to purchase a Villa No.46 in Sy.No. 134, 135 & 136, with free registration situated at Rampally village of Keesar Mandal and with the conversation of your people my clients were booked above said fully developed / constructed Villa for an amount of Rs.39 lakhs on 20-02-2013. In fact, you have offered my clients to pay entire amount in span of 9 months from Feb.2013 onwards as per the conversation of with Mr. Rambabu. Later on, you and your office people mis-represented with your affordable nature by saying that it is only for formalities and put in pen for 4 months. In fact, it is impossible to my clients and they had expressed their inability to pay such huge amount in short span instead of 9 months. For that, you have convinced as stated above. You had entered agreement with my clients with the terms and conditions therein. Anyhow, you had received an amount of Rs. 25,95,000/- and executed sale deed for the incomplete Villa vide registration document No. 8452/13 dated 16-11-2013 and on the same day, you had also obtained an agreement of construction with my clients which as per the clause No.13, you should be completed on or before 01-09-2013. In case, grace period of 6 months also, even after completion of admitted time as well as grace period, you did not handed over the Building / Villa by completing with all amenities which was agreed by you.

2. It is also stated my clients that they had obtained loan from LIC housing loan at the time of sale deed and you have taken an amount of Rs.18.70 Lakhs and in fact, entire house loan was sanctioned which was very much available in the said Branch ready to pay to you after giving possession certification to my

clients. But as on today, there is no progress in the development aspect as per the agreement for construction.

3. It is also stated my clients that your people offered them to assist in finance even though they have paid an amount of Rs.9.75 lakhs and you yourself had made payments by taking so much time span of 6 months from May 2013 to 18<sup>th</sup> November 2013 by splitting this amount by 4 installments / parts which was more inconveniently paid by you under guise of financial assistance.

4. It is stated by my clients even though you are inserted a clause if any delayed payments will be charged interest @ 1.5% p.m. but at the same time, the completion of entire building is your bounded duty and you should be handed over to my clients within the time. But you are always trying to harass my clients by demanding in oral huge amounts under the guise of penal interest, service tax etc., even there was no completion of the construction. Even my clients visited on 14<sup>th</sup> Dec 2013 and 15<sup>th</sup> Feb 2014 but there is no progress in this venture. For that, if you are going to impose any interest for delayed payment, at the same time you are liable to compensate to my clients for delayed for completion and handed over the said building/villa. Even my clients stated several times through their E-mails through which the same were shows their bonafied in this regard, but you are utterly failed to complete the villa. For that my clients are facing mental agony, damages and entitled for compensation for an amount of Rs. 5 lakhs excluding the rents from the date of agreed time for handed over the villa whereas my clients were paying rents at their occupied rented portion for an amount of Rs.15,000/- p.m. at their present residence address.

Therefore, you are, hereby called upon by this notice to complete the entire building as per the agreement of construction and hand over the Building / Villa within a period of 15 days hereafter, otherwise, my clients will take appropriate legal steps against you as per the law by initiating prosecution and other appropriate legal proceedings for which you alone shall be held responsible for the costs and consequences.

  
G.L.NARSIMHARAO  
Advocate

BEFORE THE DISTRICT CONSUMER FORUM, RANGA REDDY (DISTRICT COURT  
COMPOUND, N.T.R. NAGAR, HYDERABAD.).

**CC 137/2014**

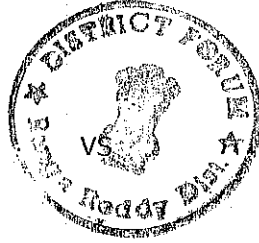
BETWEEN:-

Mrs. Angadi Vijaya Laxmi & Another

.....Complainants

Modi & Modi Constructions,  
Rep. by its Partner Soham Modi

.....Opposite Party



NOTICE

Whereas the above named Complainant filed a complaint against you U/s 12 of Consumer Protection Act, 1986. Hence, you are here by directed to appear before this Forum on **09.07.2014** at 10.30. a.m., either in person or through an Advocate, and file your written version if any, with in prescribed time of 35 days from the date of receipt of this order, failing which complaint will be determined in accordance with law .

// BY ORDER //

*D. Radhikesh* 9/6/2014

Under the Consumer Protection Act, 1986.  
District Consumer Forum,  
Ranga Reddy,  
Hyderabad.

Encl: Copy of Complaint

To:

Modi & Modi Constructions,  
Rep. by its Partner Soham Modi,  
H.No.5-4-187/3 & 4, 2<sup>nd</sup> Floor,  
M.G.Road, Secunderabad – 500 003.

583 2016-14  
Dis. No:..... dt.....



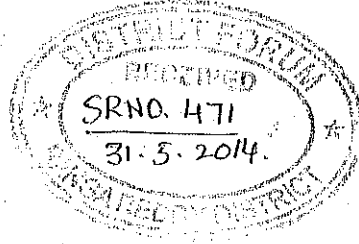
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BEFORE THE HON'BLE DISTRICT CONSUMER REDRESSAL FORUM  
R.R. DISTRICT, AT L.B.NAGAR

C.C.No. 0137 OF 2014

BETWEEN:

- 1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskar,  
Age 56 years, Occ:House Wife.
- 2) Angadi Mahesh Kumar, S/o Bhaskar, Age:33 years,  
Both are R/c 1-24-253/1, Flat No.32, Sri Sainagar,  
Lotugunta, Alwal, Secunderabad-500015.



..Complainants

AND

Modi & Modi Constructions,  
Rep. by its Partner Scham Modi,  
H.No.5-4-187/3 & 4, 2nd Floor,  
MG Road, Secunderabad-500003

...Opposite Party

**COMPLAINT FILED U/S.12 OF CONSUMER PROTECTION ACT, 1986**

1. DESCRIPTION OF COMPLAINANT:

The description and the address of Complainants are as shown in the Cause Title above. The address of the Complainants for the purpose of service of all notices, summons, process is that of her Counsel M/s G.L.Narasimha Rao, Advocate, B.002, Prasad Enclave, Barkatpura, Hyderabad.

2. DESCRIPTION OF THE OPPOSITE PARTY:

The description and address of the Opposite Party for the purpose of service of all notices, summons, and processes is as shown in the Cause Title above.

3. The Complainants submit that the opposite party herein is Builder and Developer who used to purchasing the land and constructing the buildings/houses/villas/apartments and they have developed villas at Sy.No.128, 129, 132-136, situated at Rampally revenue village, Keesara Mandal, R.R. District under the name & style 'Nilgiri Homes'.

4. It is submitted that after knowing the same through publicity made by the opposite party, the complainants and the husband of 1<sup>st</sup> complainant and father of 2<sup>nd</sup> complainant by name A. Bhaskar herein went to the site and chosen to purchase independent Villa No.46 which was Skelton condition (only RCC ceiling was completed).

A. Vijaya Laxmi

A. Mahesh Kumar

31/5.114-

5. It is submitted that with the conversation by the complainants along with A. Bhaskar and opposite party herein agreed to purchase the above said villa No.46 and the opposite party agreed to sell the same after completing the entire construction and hand over the same to the complainants and the span of payment of Rs.39,00,000/- lakhs has been fixed for a period of 9 months time. The same was accepted by the complainants and Rs.25,000/- has been paid by the complainants to the opposite party on 2<sup>nd</sup> Feb.2013 as booking advance by way of cheque No.315818 dated 20-02-2013 belongs to A. Bhas'kar(Husband of petitioner No.1 and father of Petitioner No.2). The above amounts fixed and span of time is occurred as on oral agreement. Except the receipt as well as booking, there is no any written agreement took place on that day.

6. It is submitted by the complainants and the complainants has been paid Rs.2,00,000/- on 16-02-2013 as 1<sup>st</sup> installment vide cheque No.315822 belongs to A. Bhaskar(Husband of petitioner No.1 and father of Petitioner No.2) and Rs.5,00,000/- on 26-02-2013 as 2<sup>nd</sup> installment vide cheque No.024420 belongs to Mahesh Kumar. As such, the complainants paid Rs.7,25,000/- and on 25-02-2014 the opposite party called the complainants and entered agreement for fulfillment of written formalities between both parties. The opposite party represented by one Mr. Krishna Prasad on behalf of opposite party in hurried manner he was not shown the span of time by misleading the complainants the opposite party obtained the signature of the complainants on the agreement and pressurized for the bulky amounts of Rs.14,75,000/- at a time of in terms of shorter duration agreement. Immediately, after knowing the same, the complainants through their family elder A. Bhaskar, submitted a representation on 09-05-2014 with a proposal payment schedule in terms of 9 months opted plan and the same was received by the opposite party (represented Mr.Venkat Reddy and acknowledged the same). But there is no any replied received by the complainants and the complainants visited the office of the opposite party in the last week of May,2013 for their reply / answer either to execute their acceptance or to return back the amount of Rs.7,25,000/-already paid by the complainants. But there is no any response from the side of opposite party. That means it is deemed to admitted and accepted the span of 9 months time by the opposite party.

7. It is submitted that as the complainants applied for a housing loan and the LIC Housing Loan Financial Institution accorded Rs.22,00,000/- as Housing loan and the complainants have to be paid & fulfill the balance amount Rs.17,00,000/- as margin money for getting loan sanction. Therefore, there has

A. Vijayarathnam

M. Mahesh Kumar

been a shortfall of Rs.9,75,000/- (Rs.17,00,000/- - 7,25,000/- = 9.75,000/-). For the short fail of the above said amount, the opposite party came forward to finance as hand loan with a view to honour their short term duration agreement as per terms and conditions therein as the head of the family of the complainants represented his grievance through the letter dated 09-05-2013 as stated supra. Accordingly, the complainants applied in writing as formality of the opposite party in support of un-dated cheque for Rs.9.75 lakhs as desired on 20-08-2013.

8. It is humbly submitted that the opposite party came forwarded to assist financial assistance because of their business promotion and reduced the 9 months span period to 4 months time, instead of paying entire short fall amount of Rs.9,75,000/-. The opposite party intentionally paid Rs.2,43,750/- as installments in a rotation manner duly obtained pre-undated cheques from the complaints' father and the complainant No.2. The details and modus operandi of the opposite party rotation is as below.

Amount	Date of credit to A.Bhaskar's account by M/s Modi	Date of debit from Bhaskar account to AV Mahesh Kumar A/C	Date of Credit to AV Mahesh Kumar A/C from A Bhaskar	Date of debit to M/s Modi account from Mahesh Kumar A/C
243750	07-Sep-13	21-Sep-13	21-Sep-13	24-Sep-13
243750	28-Sep-13	10-Oct-13	10-Oct-13	17-Oct-13
243750	21-Oct-13	25-Oct-13	25-Oct-13	31-Oct-13
243750	08-Nov-13	13-Nov-13	13-Nov-13	18-Nov-13
975000				

9. It is humbly submitted that from the above statement, it may be seen that the opposite party has paid an amount of Rs.9,75,000/- to the complainants in four (4) installments by means of rotating Rs.2,43,750/- in 4 transactions in the span of 6 months (from May 2013 to Nov.2013) thus resulted expiry of Housing loan validity and one cheque bounce issue. The same as stated above discloses the attitude of the opposite party in providing financial assistance. He was made Rs.2,43,750/- as Rs.9.75,000/- as such the opposite party was intentionally delayed 6 months. It is only made by them for not dropping the sale proposals by the complainants. But not else.

10. It is submitted that had the opposite party not encouraged for fulfillment of shortfall amount of Rs.9,75,000/- and stucked on to complainants proposal payment schedule of 9<sup>th</sup> May 2013, the said problem might not be arose and the complainants made their efforts for their own. But the opposite party neither

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disposed the application dated 09-05-2013 nor he responded financial assistance with bonafied stipulated time.

11. It is submitted that on 20<sup>th</sup> November 2013 immediately after completion fulfillment of margin money as per above rotation manner, the opposite party forcedly and registered the villa on the complainants name though the villa was not made ready to occupy and it was in Skelton condition and got released the below mentioned amounts directly from the Housing loan financier without any intimation to the complainants.

1.	27 <sup>th</sup> Nov. 2013	Rs.12,48,000/-
2.	27 <sup>th</sup> Nov.2013	Rs. 6,22,000/-
3.	Total	Rs.18,70,000/- (Rupees eitnteen lakhs seventy thousands only)

got released from the financier (i.e. LIC Housing) without any intimation to the complainants. And remaining Rs.3,30,000/- retained with the financier awaiting the occupation letter from the opposite party to release those amounts.

12. It is submitted that even after 09-05-2013 correspondence was made by the complainants to the opposite party through e-mails right from December 2013 to till 09-02-2014, the opposite party did not respond properly and intimated as the complainants have due Rs.14,20,690/- duly adding the service tax Rs.1,15,690/- without producing any receipt. And further he mentioned that interest on delayed payments was not reflected in the statement as well as charges of extra specifications not included in the above statement. The said cryptic reply of the opposite party was shocked to the complainants. In fact, the complainants are dues only Rs.3.30,000/- which was retained with financier (LIC Housing) awaiting the letter of opposite party. In the case Rs.9.75,000/- which was not reimbursed by the father / husband of the complainants which is amounts kept in his bank awaiting for relaxation of said interest on delayed payments ready to pay and kept in the bank i.e. A.P. Vardhaman Mahila Cooperated Urban Bank Limited, Lothugunta Branch, vide A/c No.2291 since 16<sup>th</sup> Feb.2014. But so far, the opposite party not comforward to finalise by relaxing the imposition of interest amount and producing the service tax payment receipts to attend by the complainants.

13. It is humbly submitted by the complainants the tactics played by the opposite party for only the drag on the matter to avoid the physical possession of the Villa No.46 to the complainants as as on today the villa was not completed by the opposite party with one pretext or other. In fact, it has to be completed

A. Vijaya Lakshmi

Mahesh Kumar

by October 2013 and did not complete even today itself. And it leads the mental agony to the complainants even after paying the entire amounts and the complainants attending the installments to the financier since December 2013 but so far the opposite party not handed over the villa No.46 in Nilgiri Homes, by completing the same and handed over to the complainants along with Occupation letter. For that the complainants are entitled to a tune of Rs.25,000/- p.m. i.e. from October 2013 to handing over the possession of villa No.46 to the complainants and Rs.5,00,000/- as a mental agony caused by the opposite party for the harassment by way of sending notices for undue interest and delay in not handing over the said villa.

14. It is submitted that the complainants issued a statutory notice to the opposite party on 12-03-2014 for handing over the villa No.46. Otherwise, demanding damages and mental agony and the opposite party replied on 10-04-2014 with false allegations. Again the complainants issued another notice on 21-04-2014 for that there is no further reply from the opposite party.

Hence, this Complainant.

14. The cause of action arose on 20-02-2013, 16-02-2013 and 26-02-2013 (but wrongly mentioned as 26-06-2013) when the Complainant approached to Opposite Party for purchase the Villa No.46 and paid amount on Rs.7,25,000/- later on 27-11-2013 for Rs.18,70,000/- paid by the financier and remaining Rs.9,75,000/- paid by the complainants, on 24-09-2013 to 18-11-2013 and remaining amounts Rs.3,30,000/- retained with the financier (LIC Housing) awaiting for occupation letter by the opposite party. And the cause of action is still continuing. The opposite party send a notice to the father of complainant by depositing the cheque which was kept for security and without intimation and issued 138 N.I. Act Notice for harassing and complainants and family members even though there is elaborate correspondence by the complainants to the Opposite party to clear the payments. But there is no any positive respondent for amicable receiving the payments and handing over the villa to the complainants and issued notice on 12-03-2014 and on 21-04-2014. Hence the Complaint is filed within time.

15. The Complainant though residing at H.No.1-24-253/1, Srisainagar Colony, Lothugunta, Alwal, R.R. District and the property which involved in the present complaint situated in Rampally village of Keesara Mandal, R.R. District is within the territorial Jurisdiction of this Hon'ble Forum to entertain this Complaint.

16. The Complainant submits that the Complaint is filed within the stipulated period of two years limitation from the date of cause of action, which is still continuing.

It is, therefore, prayed that this Hon'ble Forum may be pleased to direct the Opposite Parties:

To direct the Opposite Party:

- (a) to handed over the villa No.46 situated in Sy.No.128,129,130 to 136, Rampally village, Keesara mandal, R.R. District with immediate effect after completion of entire works along with occupation certificate.
- (b) to direct the Opposite Party to pay a sum of Rs.25,000/- (Rupees Twenty Five thousands only) p.m. towards damages since October 2013 and
- (c) to direct the Opposite Party to pay Rs.5,00,000/- for each complainant for creating mental agony and harassment caused by the opposite party even after receiving huge amounts.
- (c) to award costs of this Complaint, and
- (c) to pass such other relief or reliefs as this Hon'ble Forum deems fit and proper in the interest of justice.

Date: 26-05-2014  
L.B.NAGAR

*A. Vijaya Lakshmi*  
Complainants

VERIFICATION

I, Mrs. Angadi Vijaya Laxmi, W/o Bhaskar and A. Mahesh Kumar, S/o Bhaskar, do hereby declare that the facts stated supra are true to the best of my knowledge, information and belief. Hence verified on 26-05-2014 at L.B.NAGAR.

Date: 26-05-2014  
L.B.NAGAR

*A. Vijaya Lakshmi*

*Mahesh Kumar*  
Complainant

*Al nfu*

# MODI & MODI CONSTRUCTIONS

5-4-187/3 & 4, II Floor, M.G. Road, SECUNDERABAD - 500 003.

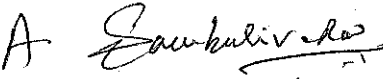
☎ : 66335551 (4 lines) Fax : 040-27544058

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To whom so ever it may concern

This is to certify that the accounts pertaining to A. Vijaya Laxmi and A. Mahesh Kumar purchased of Villa No . 46 Nilgiri Homes, situated at Survey No.128,129,132 & 136, Rampally Village, Keesara Mandal, Ranga Reddy District, are maintained in electronic form in the regular course of business and the statement of accounts filed is a true extract of the original which is stored in our hard disk in the computer system maintained by us. The same can be produced when ever this Hon' ble court directs.

For Modi & Modi Constructions

  
Senior Manager-Accounts

		<p>a. Scaltech  b. Vishwas infosoft  c. Ajay Mehta (single phase 1 KVA)  d. Luharuka Associates (single phase 1 KVA)  e. EEPC (single phase 1 KVA)  f. Ashoka Motors  g. MPIPL – 2nos</p> <p>Installation charges Rs. 10,000/- for 3 phase &amp; Rs. 5,000/- for single phase may be collected. Provide a manual change over MCB type in each office. Monthly charges shall be Rs. 3,000/- for single phase and Rs. 6,000/- for 3 phase. a/c. all receipts and payments in MPIPL.</p>	
4.	27.1.10	Loan recovery – Omprakash Modi, Ganesh Goud,	Kanaka Rao
5.	29.4.11	Plans required from Nagalaxmi <ul style="list-style-type: none"> <li>• SOB IX marking of Ac. 3-20 Gts from rear side</li> <li>• RWHP plan for VSC, MNM</li> </ul>	
6.	13.21.13	Plans required from architect <p>a. Prasad Associates.</p> <ul style="list-style-type: none"> <li>i. B&amp;C Estate – As per note</li> </ul> <p>b. Architectural Associates</p> <ul style="list-style-type: none"> <li>i. KNM Club house windows.</li> </ul> <p>c. Dattat Rao</p> <ul style="list-style-type: none"> <li>i. BNC structural drawings.</li> </ul> <p>d. Span centre</p> <ul style="list-style-type: none"> <li>i. GWE – phase II - Elevation</li> </ul> <p>e. Srivathsa</p> <ul style="list-style-type: none"> <li>i. Vista Homes</li> </ul> <p>f. Mathur</p>	Soham / Kanaka Rao
7.	24.1.14	Completion certificate from chartered engineer required for : VSC all villas except villa nos. 10 to 17 & 28. Get anti dated certificates for bookings made in the last 6 months. MNM all villas except villa nos. 20, 21, 22 & 48. Get anti dated certificates for bookings made in the last 12 months. SOB III all completed villas including villas where stage III has completed and two commercial complexes.	Kanaka Rao/ Rambabu
8.	07.01.11	Recovery of loans from ex-employees : <p>a) Srikanth 12,000/-  b) Meher – Rs. 18,204/-  c) Ramana Murthy – Rs. 25,000/-.</p>	Jai Kumar
	4.2.11	Court cases – follow-up required <p>a. SOB vs RDO – nala case – make new application  b. Modi House vs Mehtas  c. GMG – Fee refund.  d. SOB Vs IT  e. Shankar Reddy EP  f. Withdraw case against MMR  g. File case against villa 46 at MNM for recovery of amounts</p>	Rama chary
10.	7.02.14	PF registration to be taken for the following contractors <ul style="list-style-type: none"> <li>• Babu Rao - done</li> <li>• Manyam - done</li> <li>• Bikshapathi- done</li> <li>• Kailash - done</li> <li>• Arjun – done</li> <li>• Basappa - applied</li> <li>• Kuddos – plumber - applied</li> <li>• Ramulu - carpenter</li> </ul> <p>Incidental expenses to be shared from 1.2.14 as follows: Vista (25%),</p>	Jai Kumar



		80% of sale consideration. Undertaking must be signed by customer at time of booking. d. * These units should be shown vacant on website but not in database.		
7.	13.2.13	Property tax in 3 villas to be collected in MNM	CR	K Prasad
8.	22.8.13	MFH B 309 – Pramod – balance payable Rs. 1.77 lakhs.	CR	Ram Babu
9.		Books of accounts to be corrected wrt: a. MFH – C111 & C 110 – Hari Mehta & Anand Mehta - calculate short term capital gains in books of Hari Mehta & Anand Mehta and tax thereon. All the above sales profit to accrue to the original purchasers. Cost of registration charges, VAT, service tax, sales/CR incentives, upgrade, modular kitchen, etc., to be debited to the old/new purchaser. Accounts to be settled and ledger copy to be given to M.D. by 30.10.13	CR	Sambasiva Rao/ Rambabu/ K prasad
10.	8.1.14	Birthdays and anniversaries, gift at time of possession. a. Continue to send SMS b. Send e greetings. Design 5 types of e greetings for each occasion (festivals, birthdays, anniversaries, house warming) c. Send chocolate box for birthdays and anniversaries only to those customers where possession has been handed over after 1.1.2012. d. Stop sending dinner coupons for anniversaries.	CR	Rambabu
11.	09.4.14	Villa no. 46 – MNM – on 15.4.14 send separate notice for recovery of dues. In case the issue is not settled file a case through Balagopal by 30.4.14.	CR	Krishna Prasad
12.	10.7.13	Kiosk activity to be taken up for GWE, KNM & PMR II atleast once a week, preferably twice a week.	Promotion	Murali Krishna
13.	9.4.14	Praveen – Promotions to check the following and report any default to M.D. periodically. a. All pages of Modiproperties.com – once a week b. Test four forms (rental, enquiry, referral, complaints) on modiproperties.com once a week c. Facebook page in micro sites. – once a week d. Google maps – once a month e. Google earth – once a month f. Yahoo listing – once a month g. Google listing – once a month h. Google analytics – once a week. Make report for MD with weekly data of no. of hits, new visitors, top 10 key words, top 10 pages visited, top 10 locations visited from, top 10 sources of visits (all of the above with nos.)	Promotion	Praveen
14.	09.04.14	Transfer digital marketing a/c. to Imarks digital services. They have to create campaigns in google, facebook & linkden. On a later date twitter can be considered. Listings to be made in youtube, google listing, google plus & yahoo listings. Initial budget approval – google adwords – Rs. 50,000/- face book – Rs. 10,000/- & Linkden – Rs. 10,000/-	Promotion	Harry
15.	09.04.14	Children coming with parents with site visits must be addressed as follows: a. For children upto 8 or 9 years make a kit with the following: i. Sealed plastic cover (modi properties logo) A4 size	Promotion	Harry

## Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

Report Print Date:14-04-2014 - Time :12:33

1 Of 2

### Flat History Document

Block No A  
Flat No 46

**Buyer Name And Address**  
Mr. Angadi Mahesh Kumar  
H.no.1-24-253/1, Sri Sai Nagar Colony, Plot.no.32, lothkunta, Alwal, Trimalgherry  
post, Sec-bad-500015  
Phone : 9346352146, 9000674477, 040-27966146  
Occupation : salaried Regional Manager  
Flat Owner : Modi and Modi Constructions

Sold	Area	Bkg Date	Booked by	App Made	HL Approved	Pre HL Info	Pay Scheme	Parking
Yes	125	20-02-13	Nagireddy	Yes	Yes	Yes	HL	

HL Reg	HL Apr	Release	From	Sale Completed
2200000	1870000	Yes	LIC S R	No

NOC / OCR	Doc Complete	Reg Done	Agr Executed	Agr Date	Flat Type
Yes	Yes	Yes	Yes	11-02-2013	Deluxe

Sale Amount	Other Amount	Total Amount	Total Receipts	Balance
3900000	743497	4643497	2595000	2048497

Net Sale Consideration	Value of Sale Deed	Val Agr Const	Oth Taxabl Receipts
3900000.00	1560000.00	2340000.00	0.00

VAT, Reg Charges	Oth Non Taxable Rcpts	Excess / Check
0.00	116590.00	0.00

VAT Return Month	VAT Return Year	VAT Paid	VAT Cheque No	VAT Cheque Date
12	2013	48750.00	052293	09.12.13

Sale Deed Date	Date Of Possession	Maintenance From
16-11-2013	01-01-1601	0 0

\* \* \* \* \*

### Payment Terms

Date	Description	Amount	ChqNo / Taken	Paid / Work
02-02-2013	Booking Amount	25,000	315818	Yes
15-02-2013	I Installment	200,000	315822	Yes
28-02-2013	II Installment	575,000	.	Yes
31-03-2013	III Installment	2,325,000	.	Yes
01-04-2013	IV Installment	575,000	.	No
01-05-2013	On Completion	200,000	.	No

\* \* \* \* \*

### Other Payments

Date	Description	Amount	ChqNo / Taken	Paid / Work
27-12-2013	Registration charges	93,600	.	No
27-12-2013	vat	48,750	.	No
31-12-2013	registration charges	-147,650	.	No
09-01-2014	misc, doc & ec	5,300	.	No
14-02-2014	stamp papers	400	.	No
14-02-2014	electricity meter connection charges	500	.	No
14-02-2014	service tax	215,420	.	No
27-03-2014	interest on delay payments	487,177	.	No
05-04-2014	corpus fund	40,000	.	No

\* \* \* \* \*

### Receipts

Date	Description	Amount	ChqNo / Taken	Paid / Work
02-02-2013	Rec No : 1735 / Booking Amount	25,000	315818	Yes
18-02-2013	Rec No : 1839 / payment Received	200,000	315822	Yes
26-06-2013	Rec No : 1886 / payment received	500,000	024420	Yes
27-11-2013	Rec No : 1915 / amount received	1,248,000	043645	Yes

## Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

Report Print Date:14-04-2014 - Time :12:33

27-11-2013 Rec No : 1916 / amount received

622,000

043646

2 Of 2

Yes

\* \* \* \* \*

**Remarks**

Date	Description	Amount	ChqNo / Taken	Paid/ Work
05-02-2013	Free Vat offer given			
05-02-2013	Free registration charges on sale deed offer given (excluding registration charges for agreement for construction)	0	Rajyalakshmi	Yes
05-02-2013	Free Modular Kitchen offer given only if 15% of total sale consideration is paid on or before 28-02-13	0	Rajyalakshmi	Yes
05-02-2013	Service Tax applicable	0	Rajyalakshmi	Yes
20-11-2013	Registration completed on 20.11.2013.	0	Venkat Reddy	Yes

\* \* \* \* \*

AV Mahesh Kumar  
S/o A Bhaskar  
R/o No.1-24-253/1,  
Sri Sai Nagar colony,  
Lothukunta, Alwal,  
Secunderabad.  
Date: 21<sup>st</sup> May 2013.

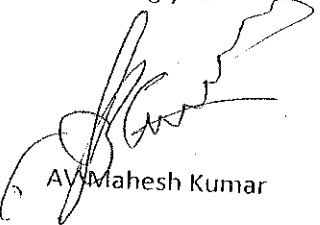
To  
Managing Director,  
Nilgiri Homes Project,  
Secunderabad.

Sub: INCLUSION OF CO APPLICANT NAME FOR THE AGREEMENT AND SALE DEED OF VILLA NO.46,  
NILGIRI HOMES.

Dear Sir,

As your kind honor is aware that I have booked a villa no.46 under Nilgiri Homes Project for which I would like to bring my mother Smt. A Vijayalakshmi, age 56 yrs w/o Sri. A Bhaskar as co-applicant for agreement of sale as well as registration of the villa.

Thanking you

  
AV Mahesh Kumar

Agent of sales 2. copy at Bank person

From,  
Mr. Angadi Bhasker  
S/o. Mr. Angadi Ramappa,  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

To,  
Mr. Soham Modi,  
Managing partner,  
M/s. Modi & Modi Constructions,  
5-4-186/3&4, Soham Mansion,  
M.G. Road,  
Secunderabad - 500 003.

Sub.: Repayment of loan along with interest.

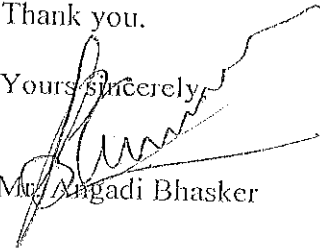
Dear Sir,

Please find enclosed an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_  
only) towards repayment of loan along with interest as per the details given  
below.

Sl No.	cheque date	cheque no.	drawn on	Amount (Rs.)
1				

Thank you.

Yours sincerely,

  
Mr. Angadi Bhasker

From,  
Mr. Angadi Mahesh Kumar  
S/o. Mr. Angadi Bhaskar ,  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

Date : 09-09-2013

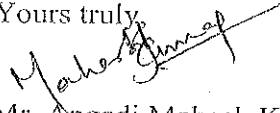
To,  
Mr Soham Modi  
Managing Partner,  
M/s. Modi & Modi Constructions,  
5-4-187/3&4, 2<sup>nd</sup> Floor,  
M.G.Road,  
Secunderabad – 500 003.

Ref; Bungalow No 46 in NILGIRI HOMES situated at Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District.

I have taken a loan of Rs 2,43,750/- from Mr. Angadi Bhaskar , Hyderabad. I request you to pay a sum of Rs.2,43,750/- to Mr Angadi Bhaskar son of Mr. A. Ramappa residing at H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015., Hyderabad , from amount paid to you towards bungalow no 46 , at Nilgiri Homes.

Thank You.

Yours truly

  
Mr. Angadi Mahesh Kumar

From,  
Mr. Angadi Bhasker  
S/o. Mr. Angadi Ramappa ,  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

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M/s. Modi & Modi Constructions,  
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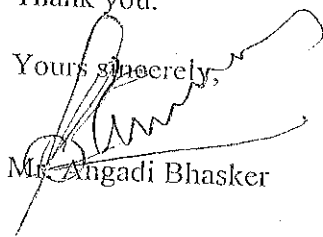
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S/o. Mr. Angadi Bhaskar ,  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

Date : 10-09-2013

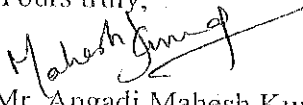
To,  
Mr. Soham Modi  
Managing Partner,  
M/s. Modi & Modi Constructions,  
5-4-187/3&4, 2<sup>nd</sup> Floor,  
M.G. Road,  
Secunderabad - 500 003.

Ref; Bungalow No 46 in NILGIRI HOMES situated at Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District.

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Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

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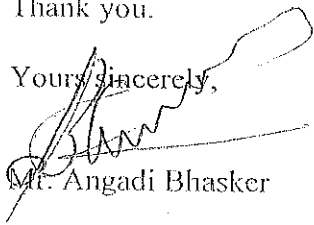
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From,  
Mr. Angadi Mahesh Kumar  
S/o. Mr. Angadi Bhaskar ,  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

Date : 08-09-2013

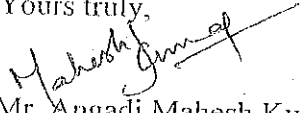
To,  
Mr Soham Modi  
Managing Partner,  
M/s. Modi & Modi Constructions,  
5-4-187/3&4, 2<sup>nd</sup> Floor,  
M.G.Road,  
Secunderabad – 500 003.

Ref; Bungalow No 46 in NILGIRI HOMES situated at Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District.

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Scunderabad - 500 015.

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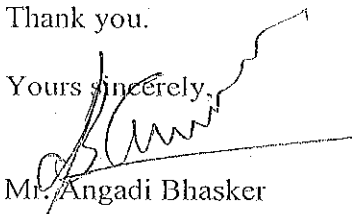
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From,  
Mr. Angadi Mahesh Kumar  
S/o. Mr. Angadi Bhaskar ,  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

Date : 07-09-2013

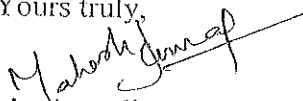
To,  
Mr Soham Modi  
Managing Partner,  
M/s. Modi & Modi Constructions,  
5-4-187/3&4, 2<sup>nd</sup> Floor,  
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Thank You.

Yours truly,

  
Mr. Angadi Mahesh Kumar

## Account Statement

Villa / row house no. 46,  
Nilgiri Homes,  
Survey No. 128, 129, 132-136,  
Rampally,  
Keesara mandal,  
Hyderabad.

		Amount in Rs.
A.	Sale consideration <sup>1</sup>	39,00,000
B.	Registration charges	93,600
C.	Stamp duty	5,300
D.	VAT	48,750
E.	Miscellaneous charges	900
F.	Total of other charges (B+C+D+E)	1,48,550
G.	Total amount payable (A+F)	40,48,550
H.	Amounts received <sup>2</sup>	35,70,000
I.	Balance amount due (G-H)	4,78,550
J.	Less: free registration charges offered	93,600
K.	Less: Free stamp duty offered	5300
L.	Less: free VAT offer	48750
M.	Add: Interest on delay payments upto 05-04-2014	4,87,177
N.	Add: Amount refunded <sup>3</sup>	9,75,000
O.	Total amount due(I-J-K-L+M+N)	17,93,077
P.	Corpus fund payable to Nilgiri Homes Owners Association	40,000
Q.	Service Tax <sup>4</sup>	2,15,420

### Notes:

1. Charges for additions and alteration provided have not been included. They have to be paid for separately.
2. Amounts received after 05-04-2014 may have not been reflected in the above statement.
3. Amount refunded to Mr. Angadi Bhaskar on your request.
4. Due to ambiguity about applicability of service tax and uncertainty regarding the final outcome of the litigation pertaining to applicability of service tax, purchasers shall discharge their future liability of service tax by making a security deposit with the builder. The purchaser shall also be required to give an undertaking for payment of service tax.
5. Maintenance charges are payable at the rate of Rs. 1200/- per month for row house and Rs. 1500/- per month for Villas, irrespective of date of possession. Please note that the maintenance charges are payable to Nilgiri Homes Owners Association and not to the Builder.

*MM/12*

Account Statement

Villa / row house no. 46,  
Nilgiri Homes,  
Survey No. 128, 129, 132-136,  
Rampally,  
Keesara mandal,  
Hyderabad.

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*Handwritten signature/initials*

**C. BALAGOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C.V. CHANDRA MOULI**  
**P. VIKRAM KUMAR**  
**ADVOCATES**



Door No. 10-2-278, Flat No. 103,  
Suresh Harivillu Apartments,  
Road No. 11, West Marredpally,  
Secunderabad - 500 026.  
Ph : 64570512,  
Cell : 9441782451, 9246172988

To


Date: 03/05/2014

G.L. Narasimha Rao,  
Advocate,  
H.No: 3-4-778, Barakatpura,  
Hyderabad - 500 027.

This as a reference to the reply dated 21/04/2014 given by you on behalf of your client.

Your client has signed the agreement of sale knowing fully well regarding the payment clauses and also the interest chargeable for the delayed payments. It is not true to say that our client's representatives have used unfair means for getting agreement signed. The villa is completed but for the final coat of paint and bathroom fittings which have not been done because of the pending dues, which has to be paid by your client. It is not true to say that our client has imposed any outstanding illegally. Our client cannot impose any unnecessary taxes. All the taxes which are been collected from your client are payable to the Government and the same is mandatory and our client cannot collect the same at its whims and fancies.

We are now enclosing the statement of the account of your client which clearly shows the outstanding amount payable by your client to our client.

  
C. Balagopal  
Advocate

Encl: Statement of account.

Account Statement

Villa / row house no. 46,  
Nilgiri Homes,  
Survey No. 128, 129, 132-136,  
Rampally,  
Keesara mandal,  
Hyderabad.

		Amount in Rs.
A.	Sale consideration <sup>1</sup>	39,00,000
B.	Add : Stamp duty & Registration charges	98,900
C.	Add : VAT & Service Tax	2,64,170
D.	Add : Interest on delayed payments	4,87,177
E.	Add : Corpus fund	40,000
F.	Total of other charges (B+C+D+E)	8,90,247
G.	Total amount payable (A+F)	47,90,247
H.	Less : Stamp duty & Registration charges(offer).	98,900
I.	Less : VAT(offer)	48,750
J.	Less : Amount paid (Net) <sup>2</sup> .	25,95,000
K.	Balance payable	20,47,597

**Notes:**

1. Charges for additions and alteration provided have not been included. They have to be paid for separately.
2. Amounts received after 05-04-2014 may have not been reflected in the above statement.
3. Amount refunded to Mr. Angadi Bhasker of Rs. 9,75,000/- on your request has been debited to your account.
4. Maintenance charges are payable at the rate of Rs. 1200/- per month for row house and Rs. 1500/- per month for Villas. Please note that the maintenance charges are payable to Nilgiri Homes Owners Association and not to the Builder.

  
**APPROVED BY**  
07 MAY 2014  
SOMAN MOUR  
**MANAGING DIRECTOR**



To

Date: 03/05/2014

G.L. Narasimha Rao,  
Advocate,  
H.No: 3-4-778, Barakatpura,  
Hyderabad - 500 027.

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C. Balagopal  
Advocate

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**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C.V. CHANDRA MOULI**  
**P. VIKRAM KUMAR**  
**ADVOCATES**



Door No. 10-2-278, Flat No. 103,  
Suresh Harivillu Apartments,  
Road No. 11, West Marredpally,  
Secunderabad - 500 026.  
Ph : 64570512,  
Cell : 9441782451, 9246172988

Date: 28/04/2014

To

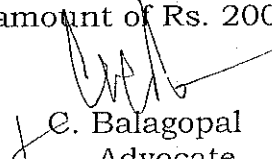
A Vijay Lakshmi,  
A. Mahesh Kumar,  
Both r/o. H.No. 1-24-253/1, Plot No.32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Secunderabad - 15.

Under instructions from our client M/s. Modi & Modi constructions rep by its Partner Mr. Soham Modi we have to address you as follows:

Our client is in the business of development and construction of Flats, Villas and Bungalows in and around the twin cities. It had developed one such venture in the name and style of Nilgiri Homes situated at Rampally Village, Kesara Mandal.

You had approached our client for purchase of a Villa No.46 in the said venture for a total consideration of Rs. 39 lacs. Our client had informed you that the villa chosen by you is an advanced stage of construction and if the dues are paid within four months, they would be able to complete and handover the possession of the villa. Our client had executed a regd. sale deed for the land admeasuring 125 sq yards on 16/11/2013, on the same day you had also executed an agreement of construction in favour of our client which clearly spells out the terms of payment, period of completion and interest on late payments besides the other terms and conditions. You have delayed abnormally in the payment of the instalments. Our client has received an amount of Rs.25,95,000/- till date. You have to further pay an amount of Rs.20,48,497/- to our client towards full and final settlement of the cost of the villa. The above amount includes service tax, corpus fund and interest on late payments.

Our client informs that the villa is ready in all aspects and they will be in a position to hand over the possession after your clearing all the dues to our client. We hereby call upon you to make the payment of Rs. 20,48,497/- within 7 days from the date of receipt of this notice and take possession of the villa. If you fail to do so our client will take all necessary steps which are open to it under law both civil and criminal and you will be held responsible for all the cost and consequences. You are hereby directed to pay an amount of Rs. 2000/- towards the cost of this notice.

  
C. Balagopal  
Advocate

**C. BALAGOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C.V. CHANDRA MOULI**  
**P. VIKRAM KUMAR**  
**ADVOCATES**



Door No. 10-2-278, Flat No. 103,  
Suresh Harivillu Apartments,  
Road No. 11, West Marredpally,  
Secunderabad - 500 026.  
Ph : 64570512,  
Cell : 9441782451, 9246172988

Date: 18/04/2014

To

A Vijay Lakshmi,  
A. Mahesh Kumar,  
Both r/o. H.No. 1-24-253/1, Plot No.32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Secunderabad – 15.

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C. Balagopal  
Advocate



BLAD CAMHINSTAR SO (FOXXOO)  
A RINTEP 7374901M  
Counter No:1, CP-Code:FR  
Tosa VILAYA LAKSHI,  
TRIPURBARI H O, PIN:50015  
From: BALAJI, HYD  
Wt:20grams,  
Amt:25.00 , 29/04/2014 , 10:14  
<<Track on www.indiapost.gov.in>>

**C. BALAGOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C.V. CHANDRA MOULI**  
**P. VIKRAM KUMAR**  
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Door No. 10-2-278, Flat No. 103,  
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Secunderabad - 500 026.  
**Ph : 64570512,**  
**Cell : 9441782451, 9246172988**

To  
G.L.Narasimha Rao,  
Advocate  
H.No.3-4-778, Barakathpura  
**HYDERABAD-500 027**

Date: 10.04.2014

**REPLY**

This has reference to your notices dtd. 12.3.2014 addressed to our client M/s.Modi and Modi constructions represented by its partner Mr.Soham Modi. The notices have been placed in our hand with instructions to reply as below:

With regard to para No.1, it is true to the extent regarding the purchase of Villa at Rampally village, Keesara Mandal, for an amount of Rs.39 lakhs. The averment regarding the payment of the entire amount within nine months by your client and the alleged misrepresentation by our client's officials is vague and hence denied. Further it is true that our client has received an amount of Rs.25,95,000/- and also the execution of sale deed and construction agreement. It appears that your client has not properly instructed you regarding the agreement of construction because you are stressing on clause No.13 only which no doubt speaks about the completion of construction. The clause No.3 in the same agreement clearly speaks about the time frame for payment of balance dues and also clause No.4 regarding the interest on late payments, all the above three clauses are interlinked. It is not true to say that the construction is in a skeleton stage. Infact the construction is completed but for final coat of paint and bathroom fittings which is done just before the handing over the possession after settling all the dues by your client. It is not true to say that our client does not consider minor changes as per the requirement of a customer.

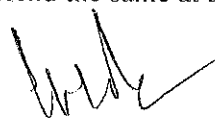
With regard to para No.2 the LIC loan was obtained only in November'2013 and the first tranche of housing loan was released on 27.11.2013 which was more than seven months behind schedule. The amount of 9.75 lakhs which was paid by our client was infact a refund to the customer's father to square off a loan your client had taken from his father. This amount is debited to your client's account.

With regard to para No.4 it is not true to say that our client is harassing your client for payment of huge amounts. It is not true to say that there is no progress in the venture even on 15.2.2014. There is no delay in the completion of the villa and as already mentioned that villa is completed in all aspects but for certain minor works which can be done in a week's time after all the dues are cleared by your client.

Further our client has to receive an amount of Rs.20,48,497/- from your client towards full and final settlement towards the cost of the Villa (including Service Tax, Corpus Fund and interest upto 5<sup>th</sup> April'2014 etc/.,) purchased by your client. Your client is hereby directed to pay the amount and take possession of the Villa after completing all the necessary formalities.

Our client further instructs that in February'2013 when your client booked the villa it was in an advanced stage of construction. Our client was ready to complete the construction and handover the possession by May'2013 positively, provided your client is able to clear all the dues in FOUR installments. Your client was unable to keep up the payment schedule and was able to get the Housing Loan only in November'2013. Our client did not wait for the payments but was continuing the construction of the villa and now the villa is ready but for certain minor works has already mentioned above.

Kindly inform your client to settle all the dues and take possession of the villa and not to initiate unnecessary legal action, if he does so, our client will defend the same at the cost of your client.

  
(C.BALAGOPAL)  
ADVOCATE

भारतीय डाक



India Post

BLAD SECUNDERABAD HD <500003>

C: RNC3981614001H

Counter No:3, OP-Code:94J

To:G.L.NARASIMHA RAO,3-4-77B

Barkatpura S.O, PIN:500027

From:C.BALAGOPAL, SD-26

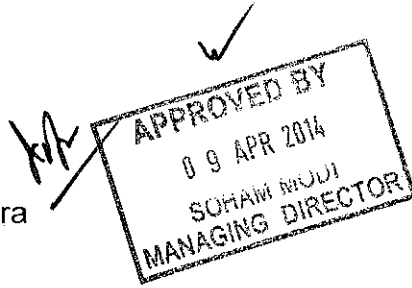
Wt:20grams.

amt:28.00 (LFee:Rs.3.00), 10/04/2014 16:38

www.indiapost

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To  
G.L.Narasimha Rao,  
Advocate  
H.No.3-4-778, Barakathpura  
HYDERABAD-500 027



Date: 08.04.2014

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Further our client has to receive an amount of Rs.20,48,497/- from your client towards full and final settlement towards the cost of the Villa purchased by your client. Your client is hereby directed to pay the amount and take possession of the Villa after completing all the necessary formalities.

*(Including Service tax, Corp. fund, interest upto 5/4/14, etc).*

Our client further instructs that in February'2013 when your client booked the villa it was in an advanced stage of construction. Our client was ready to complete the construction and handover the possession by May'2013 positively, provided your client is able to clear all the dues in FOUR installments. Your client was enable to keep up the payment schedule and was able to get the Housing Loan only in November'2013. Our client did not wait for the payments but was continuing the construction of the villa and now the villa is ready but for certain minor works has already mentioned above.

Kindly inform your client to settle all the dues and take possession of the villa and not to initiate unnecessary legal action, if he does so, our client will defend the same at the cost of your client.

(C.BALAGOPAL)  
ADVOCATE

✓

**C. BALAGOPAL**  
**AMEERUNISA BEGUM**  
**K. VIJAYA SARADHI**  
**C.V. CHANDRA MOULI**  
**P. VIKRAM KUMAR**  
**ADVOCATES**



Door No. 10-2-278, Flat No. 103,  
**Suresh Harivillu Apartments,**  
Road No. 11, West Marredpally,  
Secunderabad - 500 026.  
Ph : 64570512,  
Cell : 9441782451, 9246172988

To  
G.L.Narasimha Rao,  
Advocate  
H.No.3-4-778, Barakathpura  
HYDERABAD-500 027

Date: 10.04.2014

REPLY

This has reference to your notices dtd. 12.3.2014 addressed to our client M/s.Modi and Modi constructions represented by its partner Mr.Soham Modi. The notices have been placed in our hand with instructions to reply as below:

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Kindly inform your client to settle all the dues and take possession of the villa and not to initiate unnecessary legal action, if he does so, our client will defend the same at the cost of your client.

  
✓ (C.BALAGOPAL)  
ADVOCATE

## Vineela

---

**From:** G B Rambabu [gbrambabu@modiproperties.com]  
**Sent:** 8 April, 2014 10:31 AM  
**To:** vineela@modiproperties.com  
**Subject:** FW: MNM-46-ACCOUNT STATEMENT.

---

**From:** soham@modiproperties.com [mailto:soham@modiproperties.com]  
**Sent:** 8 April, 2014 8:37 AM  
**To:** Rambabu CR  
**Subject:** Re: MNM-46-ACCOUNT STATEMENT.

Approved. Sent it to balagopal and ask for payment.

Regards,

Soham Modi

Managing Director | +91 40 27537458 | [soham@modiproperties.com](mailto:soham@modiproperties.com)  
Modi Properties & Investments Pvt. Ltd. | [www.modiproperties.com](http://www.modiproperties.com)  
5-4-187/3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551  
Don't just buy a flat or villa! Buy a great lifestyle!  
We build affordable flats & villas in gated communities.

---

**From:** Rambabu CR  
**Sent:** Monday, April 7, 2014 5:51 PM  
**To:** Soham Modi

Sir,

Allow us to send the attached account statement (hard copy) to Adv.Balgopal.

Regards,

G B Rambabu

Sr. Manager Customer Relations | +91 98496 48945 | [gbrambabu@modiproperties.com](mailto:gbrambabu@modiproperties.com)  
Modi Properties & Investments Pvt. Ltd. | [www.modiproperties.com](http://www.modiproperties.com)  
5-4-187/3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551 |  
Don't just buy a flat or villa! Buy a great lifestyle!  
We build affordable flats & villas in gated communities.

To  
G.L.Narasimha Rao,  
Advocate  
H.No.3-4-778, Barakathpura  
HYDERABAD-500 027



Date: 08.04.2014

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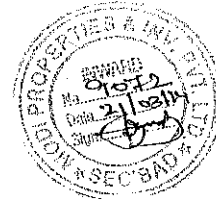
(C.BALAGOPAL)  
ADVOCATE

✓

**G.L.NARSIMHA RAO**  
Advocate



H.No.3-4-778, BARKATPURA,  
HYDERABAD -500 027.  
Cell:9848994240 .



BY REGD. POST WITH ACK. DUE  
UNDER CERTIFICATE OF POSTING

To

Date: 12-03-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,  
H.No.5-4-187/3 & 4, 2nd Floor,  
MG Road, Secunderabad-500003

Under the instructions of my clients 1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskara Rao, Age 56 years, Occ:House Wife, 2) Angadi Mahesh, S/o Bhaskara Rao, Both are R/o 1-24-253//1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby issue this notice upon the following brief facts.

1. My clients states that you are as a Builder/Developer offered them to purchase a Villa No.46 in Sy.No. 134, 135 & 136, with free registration situated at Rampally village of Keesar Mandal and with the conversation of your people my clients were booked above said fully developed / constructed Villa for an amount of Rs.39 lakhs on 20-02-2013. In fact, you have offered my clients to pay entire amount in span of 9 months from Feb.2013 onwards as per the conversation of with Mr. Rambabu. Later on, you and your office people mis-represented with your affordable nature by saying that it is only for formalities and put in pen for 4 months. In fact, it is impossible to my clients and they had expressed their inability to pay such huge amount in short span instead of 9 months. For that, you have convinced as stated above. You had entered agreement with my clients with the terms and conditions therein. Anyhow, you had received an amount of Rs. 25,95,000/- and executed sale deed for the incomplete Villa vide registration document No. 8452/13 dated 16-11-2013 and on the same day, you had also obtained an agreement of construction with my clients which as per the clause No.13, you should be completed on or before 01-09-2013. In case, grace period of 6 months also, even after completion of admitted time as well as grace period, you did not handed over the Building / Villa by completing with all amenities which was agreed by you.

2. It is also stated my clients that they had obtained loan from LIC housing loan at the time of sale deed and you have taken an amount of Rs.18.70 Lakhs and in fact, entire house loan was sanctioned which was very much available in the said Branch ready to pay to you after giving possession certification to my

clients. But as on today, there is no progress in the development aspect as per the agreement for construction.

3. It is also stated my clients that your people offered them to assist in finance even though they have paid an amount of Rs.9.75 lakhs and you yourself had made payments by taking so much time span of 6 months from May 2013 to 18<sup>th</sup> November 2013 by splitting this amount by 4 installments / parts which was more inconveniently paid by you under guise of financial assistance.

4. It is stated by my clients even though you are inserted a clause if any delayed payments will be charged interest @ 1.5% p.m. but at the same time, the completion of entire building is your bounded duty and you should be handed over to my clients within the time. But you are always trying to harass my clients by demanding in oral huge amounts under the guise of penal interest, service tax etc., even there was no completion of the construction. Even my clients visited on 14<sup>th</sup> Dec 2013 and 15<sup>th</sup> Feb 2014 but there is no progress in this venture. For that, if you are going to impose any interest for delayed payment, at the same time you are liable to compensate to my clients for delayed for completion and handed over the said building/villa. Even my clients stated several times through their E-mails through which the same were shows their bonafied in this regard, but you are utterly failed to complete the villa. For that my clients are facing mental agony, damages and entitled for compensation for an amount of Rs. 5 lakhs excluding the rents from the date of agreed time for handed over the villa whereas my clients were paying rents at their occupied rented portion for an amount of Rs.15,000/- p.m. at their present residence address.

Therefore, you are, hereby called upon by this notice to complete the entire building as per the agreement of construction and hand over the Building / Villa within a period of 15 days hereafter, otherwise, my clients will take appropriate legal steps against you as per the law by initiating prosecution and other appropriate legal proceedings for which you alone shall be held responsible for the costs and consequences.

  
G.L. NARSIMHARAO  
Advocate



**G.L.NARSIMHA RAO**  
Advocate



H.No.3-4-778, BARKATPURA,  
HYDERABAD -500 027.  
Cell:9848994240 .

**BY REGD. POST WITH ACK. DUE**  
**UNDER CERTIFICATE OF POSTING**

To

Date: 12-03-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,  
H.No.5-4-187/3 & 4, 2nd Floor,  
MG Road, Secunderabad-500003


Ref: Your reminder Notice dated 18-02-02014

Under the instructions of my clients 1) Mrs. Angadi Vijaya Laxmi, W/o Bhaskara Rao, Age 56y years, Occ:House Wife, 2) Angadi Mahesh, S/o Bhaskara Rao, Both are R/o 1-24-253//1, Flat No.32, Sri Sainagar, Lotugunta, Alwal, Secunderabad-500015, do hereby issued this reply notice for your notice at reference cited.

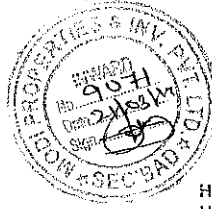
1. My clients states that it is true that they had entered in to the agreement for purchase of villa / Bungalow No.46 in your project known as Neelagri Homes for terms and conditions executed therein. But you did not complete the said construction as on today. It is in skelton position and even you had not consider the minor changes in construction which my clients advised you for their convenience or vasthu. Even the amounts which were ready to pay after completion and handing over the building with the bank LIC an amount of Rs. 3,30,000/- but you did not interested to complete the same and you are eagerly seeking interest amount without completion of your part as per the agreement. More so, you have stated that you are going to cancel the sale agreement and the payments made by my clients will be forfeited. These all are showing your attitude only to terrorize my clients and gain money by hook or crook. In fact,

already the sale deed was executed and title was transferred by accepting huge amounts in this regard. As on date, from the entering into agreement with you, my clients are ready to complete their part performance and they had also obtained loan from LIC which was readily available in their account. Even though, you did not show any interest to complete the works as per the agreement.

2. Therefore you are hereby called upon this reply notice to complete the entire building as per the agreement of construction and hand over the building / villa within a period of 15 days hereafter and collect your admitted amounts i.e. Rs. 3,30,000/- outstanding, service tax by showing proper receipts and drop your further action through the above reference cited.

  
G.L.NARSIMHARAO  
Advocate

**G.L.NARSIMHA RAO**  
Advocate



H.No.3-4-778, BARKATPURA,  
HYDERABAD -500 027.  
Cell:9848994240 .

BY REGD. POST WITH ACK. DUE  
UNDER CERTIFICATE OF POSTING

To

Date: 12-03-2014

Modi & Modi Constructions Rep. by its Partner Soham Modi,  
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## Vineela

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**Subject:** FW: MNM-46-ACCOUNT STATEMENT.

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**Sent:** 8 April, 2014 8:37 AM  
**To:** Rambabu CR  
**Subject:** Re: MNM-46-ACCOUNT STATEMENT.

Approved. Sent it to balagopal and ask for payment.

Regards,

Soham Modi

Managing Director | +91 40 27537458 | [soham@modiproperties.com](mailto:soham@modiproperties.com)  
Modi Properties & Investments Pvt. Ltd. | [www.modiproperties.com](http://www.modiproperties.com)  
5-4-187/ 3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551  
Don't just buy a flat or villa! Buy a great lifestyle!  
We build affordable flats & villas in gated communities.

---

**From:** Rambabu CR  
**Sent:** Monday, April 7, 2014 5:51 PM  
**To:** Soham Modi

Sir,

Allow us to send the attached account statement (hard copy ) to Adv.Balgopal.

Regards,

G B Rambabu

Sr. Manager Customer Relations | +91 98496 48945 | [gbrambabu@modiproperties.com](mailto:gbrambabu@modiproperties.com)  
Modi Properties & Investments Pvt. Ltd. | [www.modiproperties.com](http://www.modiproperties.com)  
5-4-187/ 3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551 |  
Don't just buy a flat or villa! Buy a great lifestyle!  
We build affordable flats & villas in gated communities.

Account Statement

Villa / row house no. 46,  
Nilgiri Homes,  
Survey No. 128, 129, 132-136,  
Rampally,  
Keesara mandal,  
Hyderabad.

		Amount in Rs.
A.	Sale consideration <sup>1</sup>	39,00,000
B.	Registration charges	93,600
C.	Stamp duty	5,300
D.	VAT	48,750
E.	Miscellaneous charges	900
F.	Total of other charges (B+C+D+E)	1,48,550
G.	Total amount payable (A+F)	40,48,550
H.	Amounts received <sup>2</sup>	35,70,000
I.	Balance amount due (G-H)	4,78,550
J.	Less: free registration charges offered	93,600
K.	Less: Free stamp duty offered	5300
L.	Less: free VAT offer	48750
M.	Add: Interest on delay payments upto 05-04-2014	4,87,177
N.	Add: Amount refunded <sup>3</sup>	9,75,000
O.	Total amount due(I-J-K-L+M+N)	17,93,077
P.	Corpus fund payable to Nilgiri Homes Owners Association	40,000
Q.	Service Tax <sup>4</sup>	2,15,420

**Notes:**

1. Charges for additions and alteration provided have not been included. They have to be paid for separately.
2. Amounts received after 05-04-2014 may have not been reflected in the above statement.
3. Amount refunded to Mr. Angadi Bhaskar on your request.
4. Due to ambiguity about applicability of service tax and uncertainty regarding the final outcome of the litigation pertaining to applicability of service tax, purchasers shall discharge their future liability of service tax by making a security deposit with the builder. The purchaser shall also be required to give an undertaking for payment of service tax.
5. Maintenance charges are payable at the rate of Rs. 1200/- per month for row house and Rs. 1500/- per month for Villas, irrespective of date of possession. Please note that the maintenance charges are payable to Nilgiri Homes Owners Association and not to the Builder.

*Handwritten signature/initials*

## Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

Report Print Date:08-Apr-14 - Time :10:54

1 Of 2

### Flat History Document

Block No A  
Flat No 46

### Buyer Name And Address

Mr. Angadi Mahesh Kumar  
H.no.1-24-253/1, Sri Sai Nagar Colony, Plot.no.32, lothkunta, Alwal, Trimalgherry  
post, Sec-bad-500015  
Phone : 9346352146, 9000674477, 040-27966146  
Occupation : salaried Regional Manager  
Flat Owner : Modi and Modi Constructions

Sold	Area	Bkg Date	Booked by	App Made	HL Approved	Pre HL Info	Pay Scheme	Parking
Yes	125	20-02-13	Nagireddy	Yes	Yes	Yes	HL	
HL Req	HL Apr	Release	From			Sale Completed		
2200000	1870000	Yes	LIC S R			No		
NOC / OCR	Doc Complete	Reg Done	Agr Executed	Agr Date		Flat Type		
Yes	Yes	Yes	Yes	11-02-2013		Deluxe		
Sale Amount	Other Amount	Total Amount	Total Receipts	Balance				
3900000	743497	4643497	2595000	2048497				
Net Sale Consideration	Value of Sale Deed	Val Agr Const	Oth Taxabl Receipts					
3900000.00	1560000.00	2340000.00	0.00					
VAT, Reg Charges	Oth Non Taxable Rcpts	Excess / Check						
0.00	116590.00	0.00						
VAT Return Month	VAT Return Year	VAT Paid	VAT Cheque No	VAT Cheque Date				
12	2013	48750.00	052293	09.12.13				
Sale Deed Date	Date Of Possession	Maintenance From						
16-Nov-13	01-Jan-1601	0 0						

\* \* \* \* \*

### Payment Terms

Date	Description	Amount	ChqNo / Taken	Paid/ Work
02-Feb-13	Booking Amount	25,000	315818	Yes
15-Feb-13	I Installment	200,000	315822	Yes
28-Feb-13	II Installment	575,000	.	Yes
31-Mar-13	III Installment	2,325,000	.	Yes
01-Apr-13	IV Installment	575,000	.	No
01-May-13	On Completion	200,000	.	No

\* \* \* \* \*

### Other Payments

Date	Description	Amount	ChqNo / Taken	Paid/ Work
27-Dec-13	Registration charges	93,600	.	No
27-Dec-13	vat	48,750	.	No
31-Dec-13	registration charges	-147,650	.	No
09-Jan-14	misc, doc & ec	5,300	.	No
14-Feb-14	stamp papers	400	.	No
14-Feb-14	electricity meter connection charges	500	.	No
14-Feb-14	service tax	215,420	.	No
27-Mar-14	interest on delay payments	487,177	.	No
05-Apr-14	corpus fund	40,000	.	No

\* \* \* \* \*

### Receipts

Date	Description	Amount	ChqNo / Taken	Paid/ Work
02-Feb-13	Rec No : 1735 / Booking Amount	25,000	315818	Yes
18-Feb-13	Rec No : 1839 / payment Received	200,000	315822	Yes
26-Jun-13	Rec No : 1886 / payment received	500,000	024420	Yes
27-Nov-13	Rec No : 1915 / amount received	1,248,000	043645	Yes

## Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

Report Print Date:08-Apr-14 - Time :10:54

2 Of 2

27-Nov-13	Rec No : 1916 / amount received.	622,000	043646	Yes
-----------	----------------------------------	---------	--------	-----

\* \* \* \* \*

### Remarks

Date	Description	Amount	ChqNo / Taken	Paid / Work
05-Feb-13	Free Vat offer given	0	Rajyalakshmi	Yes
05-Feb-13	Free registration charges on sale deed offer given (excluding registration charges for agreement for construction)	0	Rajyalakshmi	Yes
05-Feb-13	Free Modular Kitchen offer given only if 15% of total sale consideration is paid on or before 28-02-13.	0	Rajyalakshmi	Yes
05-Feb-13	Service Tax applicable	0	Rajyalakshmi	Yes
20-Nov-13	Registration completed on 20.11.2013.	0	Venkat Reddy	Yes

\* \* \* \* \*

**Krishna Prasad**

---

**From:** "Mahesh Kumar A V" <a.mahesh100@gmail.com>  
**To:** "Krishna Prasad" <kprasad@modiproperties.com>  
**Cc:** "jbhyd" <jbhyd@jbgroupservices.com>  
**Sent:** 09 February, 2014 9:17 PM  
**Subject:** Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

1. Regarding Service Tax - May I request your kind attention to my emails dated 02-Jan & 10-Jan 2014, where-in I have requested authenticated payment proofs (I.e., copy of receipts/challans etc.). Please fulfil the requirement for onward making the payment.

2. Regarding interest for delayed payment - Hope it is not one side judgement. If not, I am equally very much eligible for compensation for the intervening period of handing over the building.

Please confirm whether or not it is acceptable to you in enabling me to clear the outstanding forthwith.

Regards  
- Mahesh

1.5.1

14-Feb-14



**Krishna Prasad**

---

**From:** "Krishna Prasad" <kprasad@modiproperties.com>  
**To:** "Mahesh Kumar A V" <a.mahesh100@gmail.com>  
**Cc:** "jbhyd" <jbhyd@jbgroupproperties.com>  
**Sent:** 08 February, 2014 5:41 PM  
**Subject:** Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

With reference to your mail, it is to confirm once again that we have extended offer for stamp duty, registration charges and vat .Only service tax(i.e Rs.1,15,690/-). shall be paid by you and the service tax ratio is 4.944% on agreement of construction value.

The interest for delayed payments are applicable as per the terms and conditions of agreement of sale and shall be payable at the time of possession.

We have completed maximum works in your bungalow and after receiving the final disbursements from you as well as from your banker, with in one month the bungalow shall be delivered.

We are anxious to deliver the possession as such please ensure you are responding in a positive manner.

With Regards,

K Krishna Prasad

Manager Customer Relations | +91 99896 99536 | [kprasad@modiproperties.com](mailto:kprasad@modiproperties.com)  
Modi Properties & Investments Pvt. Ltd. | [www.modiproperties.com](http://www.modiproperties.com)  
5-4-187/ 3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551 |  
Don't just buy a flat or villa! Buy a great lifestyle!  
We build affordable flats & villas in gated communities.

----- Original Message -----

**From:** Mahesh Kumar A V  
**To:** Krishna Prasad  
**Cc:** jbhyd  
**Sent:** 05 February, 2014 4:44 PM  
**Subject:** Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally

Sir,

It will be pleasure of your deputing a rep with amicable solutions for the below mentioned for collecting the outstandings:-

- a. Payment details for ST if need to be borne by me.
- b. Clearance to the note no.2 to the mail dated 28.12.2013 (reg interest on delayed payment of EMIs) in view of my clarification.

14-Feb-14

c. Probable date of handing over villa to me.

Regards

- Mahesh

On Wed, Jan 15, 2014 at 5:44 PM, Krishna Prasad <[kprasad@modiproperties.com](mailto:kprasad@modiproperties.com)> wrote:

Dear Sir,

Excepting Tuesday and Thursday in a week, all other days our management member(decision taker) is available at Head office ,as such an instant approval can be expected at our Ranigunj office.

we sincerely request you again to reach us (at Head office, Ranigunj) at your convenience for your suggested amicable solution. Prior to reaching us kindly reconfirm our availability.

With Regards,

K Krishna Prasad

Manager Customer Relations | +91 99896 99536 | [kprasad@modiproperties.com](mailto:kprasad@modiproperties.com)  
Modi Properties & Investments Pvt. Ltd. | [www.modiproperties.com](http://www.modiproperties.com)  
5-4-187/ 3 & 4, M G Road, Secunderabad - 03 | +91 40 66335551 |  
Don't just buy a flat or villa! Buy a great lifestyle!  
We build affordable flats & villas in gated communities.

----- Original Message -----

From: [Mahesh Kumar A V](mailto:Mahesh Kumar A V)

To: [Krishna Prasad](mailto:Krishna Prasad)

Cc: [jbhyd](mailto:jbhyd)

Sent: 10 January, 2014 10:52 AM

Subject: Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

It is for kind information that we have chosen one of the most popular, trusted M/s Modi Builders for acquisition of immovable property and not for infructuous correspondence and each other criticize.

As a professional you might be well aware of the procedures but not customer. Further it is one of the basic requirement of there end staff to explain/educate the customer accordingly and not with such a laid down mails.

In our particular case duly prepared to invest on the immovable property to the tune of Rs.3900000/- chosen villa no.46 Nilgiri Homes. Based on our financial inflow/resources, we have opted for 9 months plan.

Till a sum of Rs.725000/- collected from us no terms and conditions were escalated and surprised to find the agreement for 4 months duration at later.

14-Feb-14

While executed our unwillingness for fulfillment of margin money in terms of the agreement conditions, it were encouraged to fulfill the same from there end temporarily, exclusively on commercial interest ie., to retain the customer and to get released the sanctioned loan amount only and not as a last resort to make the things move as said. If so could you please come out with the facts under which circumstances you have splitted the assured amount into 4 installments availing the transaction period 4-5 months.

Now we once again request you to review the episode in detail for the so left transactions / fulfillments and come forward for the amicable conclusion.

There is hardly any necessity to hide/escape from the self made request in this particular issue.

Nextly as for as service tax is concerned we are of the view that service tax also is part of the registration offer which is still under confusion. To enable us to revert/commit may I request you for the payment details for onward interaction.

As for as corpus fund and maintenance charges are concerned we are one among the others and do stick on accordingly.

Regards  
- Mahesh

14-Feb-14

**Krishna Prasad**

**From:** "Krishna Prasad" <kprasad@modiproperties.com>  
**To:** "Mahesh Kumar A V" <a.mahesh100@gmail.com>  
**Sent:** 02 January, 2014 1:17 PM  
**Subject:** Re: Fw: payment remainder for Banglow No 46, Nilgiri Homes, Rampally  
 Dear Sir,

With reference to your mail this is to bring to your kind notice that service tax, registration charges, vat, stamp duties etc., are always payable by the buyer across the globe. However in your particular case we have given an offer of payment of stamp duty, registration charges and vat by us and confirmed through a letter dated 20<sup>th</sup> of Feb 2013. Accordingly these taxes have been paid to the respective authorities and ensured the registration in your name. As such payment of service tax falls to your share and service tax department made it clear and entrusted the duty of collection of service tax to the builder as the builder is the facilitator. A brief visit to the service tax department at Basheerbagh confirms the above fact. A clear mention of service tax applicability has been mentioned in the booking form delivered to you on 31<sup>st</sup> of Jan 2013.

Corpus fund and maintenance charges are payable at the time of settling the account as such right now only an information has been given. You have requested for a relaxation of payment schedules several times but those self made requests have not been honoured at all. The margin money arrangements have been made by us as a last resort to make the things move.

We sincerely request you to give a positive note for the entire episode and you are welcome to meet us at head office, Ranigunj for more clarifications.

With Regards,

K Krishna Prasad  
 Manager Customer Relations | +91 99896 99536 | kprasad@modiproperties.com  
**Don't just buy a flat / villa! Buy a great lifestyle!**  
**Affordable flats / villas in gated communities.**  
**Modi Properties & Investments Pvt. Ltd. | www.modiproperties.com**  
 5-4-187/ 3 & 4, M G Road, Sec'bad -03 | Ph: +91 40 6633 5551

----- Original Message -----

**From:** Mahesh Kumar A V  
**To:** Krishna Prasad  
**Cc:** jbhvd  
**Sent:** 29 December, 2013 9:02 PM  
**Subject:** Re: Fw: Additions/Alterations - Banglow No 46, Nilgiri Homes, Rampally

Dear Sir,

Kind reference is drawn to trailing email:

We have visited the site today (29/12/2013), having noticed the design problem, herewith compromise for the existing direction of the bathroom door.

07-Jan-14

As far as the balance statement is concerned, adding service tax to the customer end is rather confusive. You will appreciate that in general, service tax (ST) to be the part of registration privileges. While entered into detail, not found discussed about the ST in the offer letter served to me on 20-Feb-2013. Apart from this in the booking form found saying that the ST applicable is rather diplomatic. Had it been clarified making either end responsibility (at the very beginning), such doubt would have had not arisen at this stage. It may also be seen that in the flat history document you have mentioned '0' payment against ST. Request elucidate.

Further as far as corpus fund & maintenance charges are concerned would you please come out with the facts under which circumstances are we bound to incur unless the position of the villa is taken over.

Incurring the interest & delayed payment is exclusively not agreed to for the below mentioned reasons:

1. It is well aware that I have opted for 9 months & not for 4 months in terms of the old agreement.
2. In response to my representation while there end proposed for fulfillment of shortfall margin money, agreed to sticking on to repay it in end of Sep/early Oct 2013 during May-2013.
3. It is very unfortunate that, for the best of the reasons know to there end, the fulfillment of shortfall margin money has considerably delayed till Nov-2013 leading to cheque bounce in one of the transactions and expiry of loan approval validity. In view of expiry of loan approval validity constraint for afresh one incurring additional expenses & becoming defaulter in one of the cheques bounce incidence.
4. Therefore, I herewith pass-on the ball to your court to review the issue once again in detail (from the beginning) to arrive at the correct conclusion.
5. If need, detailed one-to-one discussion is most welcome at the appropriate level at the earliest for both end convenience for further course of activities/transactions.

Regards  
- Mahesh

On Sat, Dec 28, 2013 at 3:50 PM, Krishna Prasad <[kprasad@modiproperties.com](mailto:kprasad@modiproperties.com)> wrote:  
Dear Sir,

After due discussions with our management this is to intimate that the master bathroom tiles has already laid as such your request of door directon from bedroom is not possible. Herewith we are providing an un auditing a/c balance statement of your bungalow for your perusal.

Particulars	
-------------	--

Amount(Rs)	
Sale consideration	39,00,000
Add: Registration charges	NIL
Add: Service Tax	1,15,690
Add: Vat charges	NIL
Total	40,15,690
Less: Paid as on date	25,95,000

07-Jan-14

From  
A.Bhaskar  
H.No.1-24-253/1,  
Sri Sai Nagar Colony,  
Lothukunta, Alwal,  
Secunderabad – 500 015.  
Date: 9<sup>th</sup> May 2013.

To  
Managing Director  
M/s MODI Properties & Investments Pvt Ltd.  
5-4-187/3&4, 2<sup>nd</sup> Floor, MG Road,  
Secunderabad.

Sub: BUNGLOW BOOKING AT NILGIRI HOMES.

Sir,

That I have booked an independent house at Nilgiri Homes Venture under special offer – free registration scheme vide booking no.1463 date 31<sup>st</sup> January 2013.

With this regard I am to submit that duly opted for 9 months plan from the date of booking through Mr. Nagi Reddy, released a sum of Rs.200000/- towards the first installment on 15<sup>th</sup> February 2013.

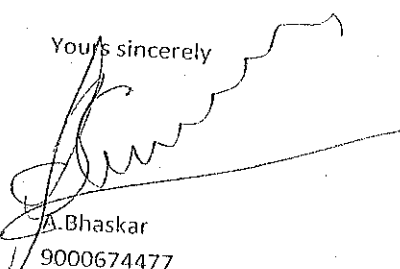
Later while the agreement found prepared for short term duration fixing the EMIs, discussed the issue in personnel at there end office with accounts department person i.e. Mr.Krishna Kanth and Mr.Venkat Reddy hope so during last week of the February 2013 to stick on the commitment the plan I opted (i.e. 9 months) to review the agreement.

Since then there has been no interaction till yesterday except for insisting the release of EMIs. Pending in abeyance of the agreement review. Finally while asked to commit the tentative dates of payment I herewith propose the payments as under irrespective of there end terms and conditions:-

a. Booking Amount -	Rs.25000/-	(already paid)
b. 1 <sup>st</sup> Installment	-	Rs.200000/- (already paid on 15 <sup>th</sup> Feb 2013)
c. 2 <sup>nd</sup> Installment	-	Rs.500000/- (Immediately on approval)
d. 3 <sup>rd</sup> Installment	-	Rs.900000/- (End of September/Early October 2013)
e. 4 <sup>th</sup> Installment	-	Rs.2200000/- (Though housing loan)
f. 5 <sup>th</sup> Installment	-	Rs.75000/- (At the time of registration)

Hence keeping in view the opted period of 9 months duration, relaxing the agreement payment terms and conditions and sticking on to the given offer for free registration etc privileges. Remain grateful of giving the approval.

Yours sincerely

  
A.Bhaskar  
9000674477



Firm Name: Modi & Modi - Consultants

File No.         

The application of Registration of the above Firm presented **U/S 58** of the

Indian Partnership Act, 1932 is in Order, an amount of Rs 100/- for each partner

being Registration Fee has been received by Cash, in person, on 26/3/04

Received Rs. 400

R.O Hyderabad.

Vide Receipt No. 263

of Joint Sub-Registrar-I,

if ordered the Firm may be registered.

*[Signature]*

REGISTRAR OF FIRMS

000EEN56626003

Note: This is a Digitally Signed Certificate, does not require physical signature. And this Certificate can be verified at <http://www.meeseva.gov.in/> by furnishing the application number mentioned in the Certificate.

Digitally signed by VEERAPALLE SUDAMANI  
Serial Number: 8008743521564100  
Date: 2013.03.27 12:47:55+05:30  
Reason: I'm approving this document.  
Location:  
Contact:  
E-MAIL: REGISTRAR AND STAMES, GOVT. REGISTRAR OF

ఎలక్ట్రానిక్ సేవలను అందించుటకు అధీకృత ప్రతినిధి ఇచ్చు ధృవీకరణ పత్రము  
Declaration by the Authorized Agent for Delivering the Electronic Services

i. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి స్వీకరించిన అసలైన సమాచారానికి సరియైన సకలు అయి వున్నది.  
The computer output in the form of computer printouts attached herewith is the correct representation of its original as contained in the computer systems accessed by me for providing the service.

ii. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము నియోగించబడిన అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి క్రమబద్ధమైన పద్ధతిలో సేకరించబడినది.  
The information contained in the computer printouts has been produced from the aforesaid computer systems during the period over which the computer was used regularly.

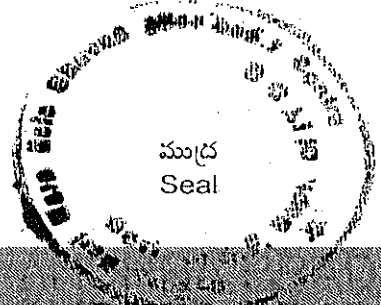
iii. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము కంప్యూటర్ సిస్టమ్స్ లో క్రమమైన పద్ధతిలో నమోదు చేయబడినది.  
During the said period, information of the kind contained in the computer printout was regularly recorded by the aforesaid computer systems in the ordinary course of the activities.

iv. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచార సేకరణ సమయంలో కంప్యూటర్ సిస్టమ్స్ సరిగ్గా పనిచేయుచున్నవి మరియు సదరు కంప్యూటర్ సిస్టమ్స్ లో ఉన్న ఎలక్ట్రానిక్ రికార్డుల యధార్థతను ప్రభావితం చేసే ఏవిధమైన నిర్వహణ సమస్యలు లేవు.  
Throughout the material part of the said period, the computer was operating properly, and there have been no such operational problems that affect the accuracy of the electronic record contained in the aforesaid computer systems.

పైన పేర్కొన్న విషయాలు నాకు తెలిసినంత వరకు మరియు నా విశ్వాసం మేరకు సరియైనవి.

The matter stated above is correct to the best of my knowledge and belief.

సంతకము  
Signature





M/s. Modi Housing Pvt Ltd, Sep by Its Director

1. I, Mr. Soham Modi, S/W of Sri Satish, 34 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

Witness:

S. RAJESHWAR RAO, B.Sc., LL.B., ADVOCATE & NOTARY, 3-6-109/40, VENKATESHWARA COLONY, NARAYANABUDA, HYDRABAD - 500 020.

Signature of Director

2. I, Mr. Ashish P. Modi, S/W of Sri Pramod Modi, 35 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

S. RAJESHWAR RAO, B.Sc., LL.B., ADVOCATE & NOTARY, 3-6-109/40, VENKATESHWARA COLONY, NARAYANABUDA, HYDRABAD - 500 020.

Signature of Director

3. I, Mr. Nirav Modi, S/W of Sri Pramod Modi, 29 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

Witness:

S. RAJESHWAR RAO, B.Sc., LL.B., ADVOCATE & NOTARY, 3-6-109/40, VENKATESHWARA COLONY, NARAYANABUDA, HYDRABAD - 500 020.

Signature of Director

4. I, Mr. Gaurang Mody, S/W of Sri Jayantibai Mody, 36 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

Witness:

S. RAJESHWAR RAO, B.Sc., LL.B., ADVOCATE & NOTARY, 3-6-109/40, VENKATESHWARA COLONY, NARAYANABUDA, HYDRABAD - 500 020.

Signature of Director

5. I, ... years of age of ... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Signature

6. I, ... years of age of ... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Signature

7. I, ... years of age of ... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Registration No. 640/04

Nature of Document Application for Registration of Firms U.S. 58 of the Indian Companies Act, 1932

Document No. 640/04

Date of Application 26/3/04

Registrar of Firms Hyderabad

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
 13/2/2004  
 S. No. 144  
 Sold to... *Pranav Madhukar*  
 S/o.....  
 For Whom..... *Self*

00AA 170921  
 L. G. Chimalgi  
 LEELA G. CHIMALGI  
 STAMP VENDOR.  
 L No: 11/97 R No: 1/2003  
 5-4-16/A, Cellar, Ranigunj  
 SECUNDERABAD - 500 003.

**PARTNERSHIP DEED**

This Partnership deed is made and executed on this the 27<sup>th</sup> day of February 2004 by and between:

Modi Housing Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-4-187/3 & 4, Soham Mansion, III Floor, M.G. Road, Secunderabad represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi aged about 34 years (hereinafter called the "FIRST PARTNER")

Shri. Ashish P. Modi S/o. Shri Pramod Modi aged 35 years Occupation: Business, resident of 1-8-165, Prenderghast Road, Secunderabad- 500 003 (hereinafter called "SECOND PARTNER")

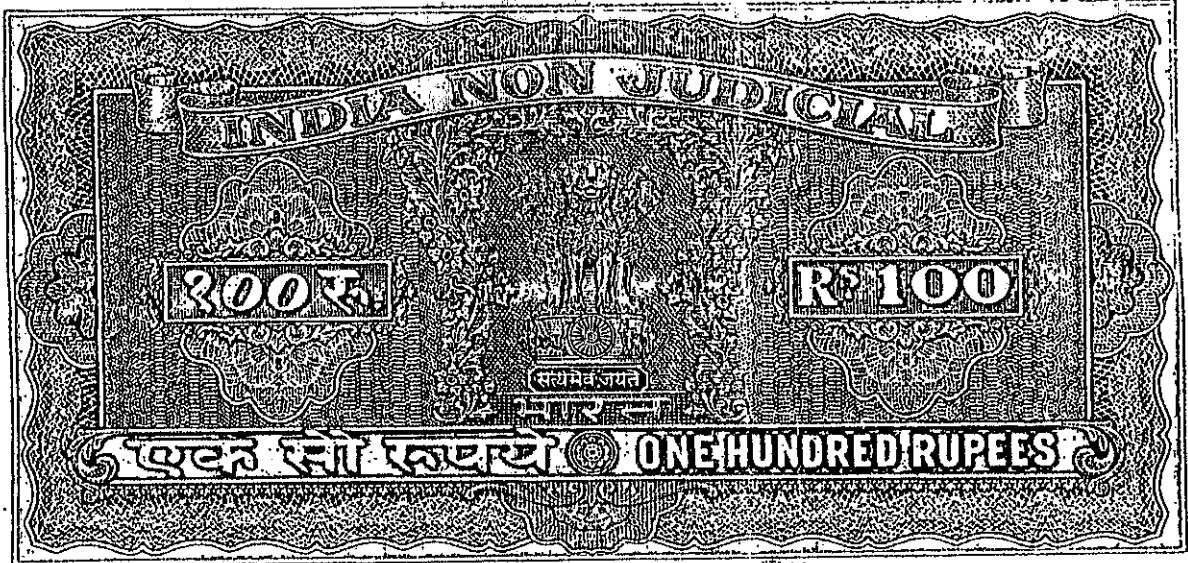
Modi & Modi Real Estates Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-3-372, R.P. Road, Secunderabad represented by its Director Shri. Nirav Modi S/o. Shri. Pramod Modi aged about 29 years (hereinafter called the "THIRD PARTNER")

Shri. Gaurang Mody S/o. Shri Jayantilal Mody aged 36 years, Occupation: Business, resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 (hereinafter called "FOURTH PARTNER").

For MODI HOUSING PVT. LTD.  
*Soham Modi*  
 DIRECTOR  
 For Modi & Modi Real Estates Private Limited  
*Ashish Modi*  
 Director

*Ashish Modi*  
*Soham Modi*

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
18/2/2004

00AA 170922  
L-G. Chinnu  
LEELA G. CHIMALGI  
STAMP VENDOR  
L No: 13/97. k No: 1/2003  
5-4-7S/A. Cellar, Ranigunj  
SECUNDERABAD - 500 003.

S. No. 1 Date: 18/2/2004 Rs. 100/-  
Sold to modi ani modi constructions  
S/o Self  
For Whom Self

-2-

WHEREAS

1. The parties hereto are desirous of doing the business that of real estate developers, managers, Advisors, underwriters, retailers, promoters of group housing scheme etc., in partnership.
2. The parties hereto have agreed and joined together to do the business under the name and style of M/s. MODI & MODI CONSTRUCTIONS.
3. The FIRST PARTNER and THIRD PARTNER are Private Limited Companies and the respective companies have passed necessary resolutions authorizing Shri. Soham Modi and Shri. Nirav Modi to represent the respective companies and to execute this partnership deed.
4. The said Partners herein are desirous of reducing the terms and conditions of the said Partnership in writing, therefore this Deed of Partnership is executed by the said partners on the following terms and conditions:

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. The name of the Partnership Firm shall be M/s. MODI & MODI CONSTRUCTIONS or any other name the majority of partners may mutually decide.
2. Partnership shall be with effect from 27<sup>th</sup> February 2004.

For MODI HOUSING PVT LTD.  
*Sohan Modi*  
DIRECTOR

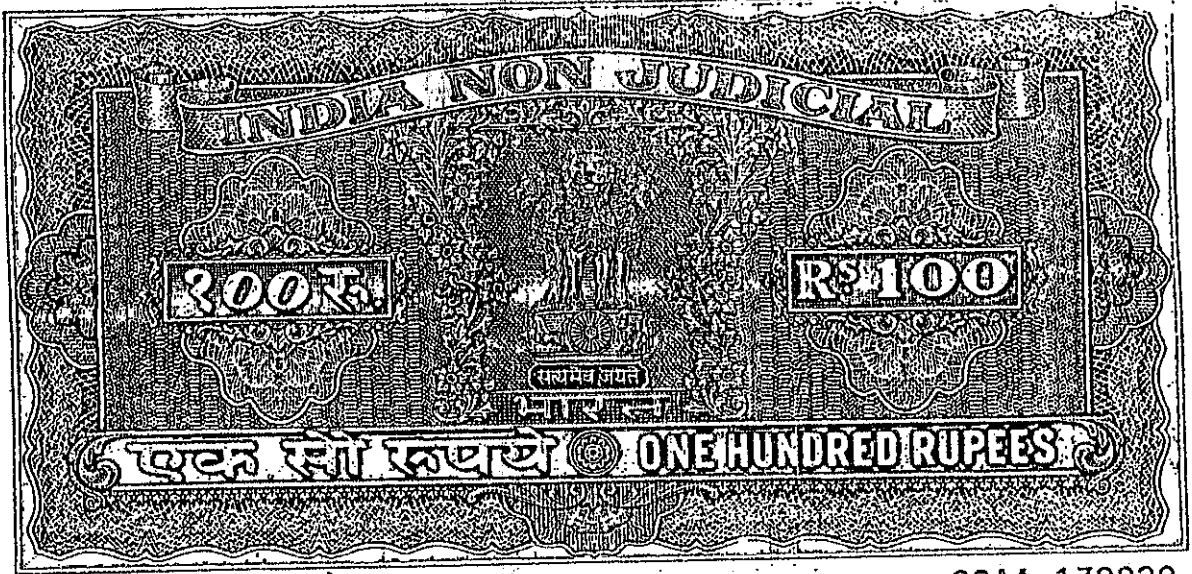
For Modi & Modi Real Estates Private Limited  
*Arun Modi*

*Arun Modi*  
Director

*Sohan Modi*

Digitally signed by VEMPALLE BULAMAN  
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Date: 2004.02.27 22:49:41 +05:30  
Reason: I am approving this document  
Location:  
Country:  
E-Mail: VEMPALLE BULAMAN@VEMPALLE.COM

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 170920

S. No. 439 Date 13/2/2004

Sold to Modi and Modi

For Whom: Self

LEELA G. CHIMALGI

STAMP VENDOR

L No: 13/97 R No: 1/2003

5-4-76/A, C-llar, Ranigunj  
SECUNDERABAD - 500 003

-3-

3. The principal place of business of the partnership shall be at 5-4-187/3 & 4, III floor, Soham Mansion, M. G. Road, Secunderabad 500 003 and the same may be changed to any other place or places mutually agreed upon by the partners.
4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
5. The parties hereto in their Profit/Loss sharing ratio as given herein shall contribute the capital required for the partnership business.
6. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners or the authorized partners.
7. The FIRST PARTNER represented by Mr. Soham Modi and the THIRD PARTNER represented by Mr. Nirav Modi or any other person(s) duly authorized by the company shall be the Managing Partner(s) overall in charge for smooth running of the firm, and either of them is authorized to apply and obtain necessary sanctions from all concerned authorities like Municipal Corporation of Hyderabad, Electricity Department, Water and Drainage Department, Income Tax Departments etc., in connection with the business of the firm.

For MODI HOUSING PVT. LTD.

*Soham Modi*  
DIRECTOR  
For Modi & Modi Real Estates Private Limited

*Nirav Modi*  
Director

*Aswaththar*  
*S. Modi*

Digitally signed by VEMPALE GILAMAN

DN: cn=VEMPALE GILAMAN, o=VEMPALE GILAMAN, email=vempace@rediffmail.com, c=IN

C=IN-REGISTRATION AND STAMPS/REGISTRATION OF

8. The SECOND PARTNER and the FOURTH PARTNER namely Shri. Ashih Modi and Shri. Gaurang Mody shall be a sleeping partner of the firm.

9. The Agreements of Sale, Sale Deed and other conveyance deeds that are required to be executed and registered in the course of business shall be executed either by the FIRST PARTNER or by the THIRD PARTNER through their duly authorized representative. It has been mutually agreed by the partners that the selling rate and the terms and conditions of sale in the course of business shall be determined solely by the FIRST PARTNER.

10. The Profit & Loss of the firm shall be shared and borne amongst the partners as under:

a) First Partner	45%
b) Second Partner	05%
c) Third Partner	45%
d) Fourth Partner	05%

11. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed to the profit and loss account on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.

12. The firm shall open a bank account with any Bank which shall be operated either by Mr. Soham Modi or Mr. Nirav Mody or subject to any instructions as may be given to the bankers from time to time by the firm under the signatures of all the Partners.

13. It has been mutually agreed that none of the partners without the written consent of all the other partners shall:

- a) Assign or charge his share in the assets of the firm.
- b) Lend money belonging to the firm.
- c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
- d) Release or compound any debt or claim owing to the firm.
- e) Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.

14. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.

15. The Partnership shall be at WILL.

16. Any of the Partner herein who intends to retire, must give three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.

17. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.

For MODI HOUSING PVT. LTD.

*Soham Modi*  
DIRECTOR

For Modi & Modi Real Estates Private Limited

*Ashih Modi*

Director

*Ashih Modi*

*Gaurang Mody*

18. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled to interfere in the management of the affairs of the partnership but he/they shall be entitled to inspect the account books etc., for the purpose of ascertaining the share therein.

19. In case of death of any partner of the firm, the legal heirs of the said partners shall be offered and admitted to the partnership in the place of the deceased partner on the same terms and conditions. Further, in case the heir or heirs decide not to accept the offer to become the partner/partners, the remaining partners shall carry out the business of the firm.

20. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.

21. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

IN WITNESS WHEREOF, the partners hereto have signed and executed this partnership deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

WITNESSES:

1.

*[Signature]*  
(G. K. BAKARAO)  
S/o. G. S. BAKARAO  
1-8-488 Chikkakalaly  
Hyderabad-500022.

2.

*[Signature]*  
(M.V. RAMANA MURTHY)  
S/o. M.B.K. Seshadray,  
H.No. 12-1-508/111,  
Laxminagar colony, Lalapet,  
Sec. Bad. 500017.

*[Signature]*  
DIRECTOR  
FIRST PARTNER  
For MODI HOUSING PVT LTD

*[Signature]*  
SECOND PARTNER  
For Modi Housing Pvt Ltd

*[Signature]*  
THIRD PARTNER Director

*[Signature]*  
FOURTH PARTNER



No. 10800 Date 5/3/2004 to /  
 Purchaser K. Prabhakar Reddy  
 S/o, P/o, P/o Padma Reddy R/o. Hyd  
 For M/s. Modi Constructions, Sec'bad.

**S. KIRANKUMAR**  
 B.V.L. No. 27/98, R.No. 23/2004  
 OSMANGUNI, HYDERABAD.

**AFFIDAVIT**

I Mr. Soham Modi S/o. Shri Satish Modi, aged 34 years, Resident of Plot No.208, Road No.25, Jubilee Hills, Hyderabad, do hereby solemnly affirm and confirm with good state of mind and hereby declare on oath as follow:

I am the one of the partner by name M/s. MODI & MODI CONSTRUCTIONS, the application of which is submitting for Registration with the Registration with the Registrar of Societies, Hyderabad.

The said firm is located in bearing Municipal No.5-4-187/3 & 4, III floor, Soham Mansion; M. G. Road, Secunderabad - 500 003.

I have No Objection to establish the said firm in my own premises for which I did not collect any rent from the society.

It was declared on oath with free will and consent without coercion or hesitation with good state of mind on this the 10<sup>th</sup> day of March 2004 in the presence of the following witnesses and signed before the notary public who attested by signature.

DEPONENT.

WITNESSES:

*D. Pasareddy*

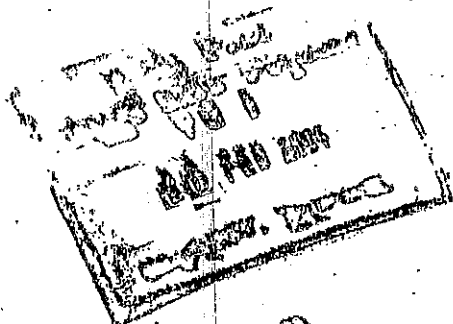
**ATTESTED**

*Soham Modi*

(DEPONENT)



*M. Ved Kumar*  
 B. Com. LL.B.  
 ADVOCATE & NOTARY  
 GHATKESAR  
 RANGA REDDY DIST.



Digitally signed by VEMPALLE BULAMAN  
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Date: 2013.02.21 21:48:57 +05:30  
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Contact: \_\_\_\_\_  
E-REGISTRATION AND EVALUATION DISTRICT REGISTRAR OF





COPY



00000056626003

Firm Name: Modi & Modi Coassociations

File No: \_\_\_\_\_ Dated: \_\_\_\_\_

The application of Registration of the above Firm presented U/S 58 of the Indian Partnership Act, 1932 is in Order, an amount of Rs. 100/- for each partner being Registration Fee has been received by Cash, in person, on 26/3/04 Received Rs. 400 of Joint Sub-Registrar-I, R.O. Hyderabad. Vide Receipt No: 263

If ordered the Firm may be registered.

*[Handwritten Signature]*

REGISTRAR OF FIRMS

*[Handwritten Initials]*

Digitally signed by VENKATLE SULTAN  
Serial number: 304500074372194690  
Date: 2013.02.27 22:49:47 +0530  
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Reason: I am approving this document.  
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Note: This is a Digitally Signed Certificate, does not require physical signature. And this certificate can be verified at <http://www.meeseva.gov.in/> by furnishing the application number mentioned in the Certificate

M/s. Modi Housing Pvt Ltd, Sep by Its Director

DECLARATION

1. I, Mr. Soham Modi, S/W of Sri Satish, 34 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

Witness:

S. RAJESHWAR RAO  
B.Sc., LL.B.  
ADVOCATE & NOTARY  
3-5-109/40, VENKATESHWARA COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature of Director

2. I, Mr. Ashish P. Modi, S/W of Sri Pramod Modi, 35 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

S. RAJESHWAR RAO  
B.Sc., LL.B.  
ADVOCATE & NOTARY  
3-5-109/40, VENKATESHWARA COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature of Ashish Modi

3. I, Mr. Nirav Modi, S/W of Sri Pramod Modi, 29 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

Witness:

S. RAJESHWAR RAO  
B.Sc., LL.B.  
ADVOCATE & NOTARY  
3-5-109/40, VENKATESHWARA COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature of Nirav Modi

4. I, Mr. Gaurang Moddy, S/W of Sri Jayanthi Moddy, 36 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

Witness:

S. RAJESHWAR RAO  
B.Sc., LL.B.  
ADVOCATE & NOTARY  
3-5-109/40, VENKATESHWARA COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature of Gaurang Moddy

5. I, \_\_\_\_\_ S/W of \_\_\_\_\_, \_\_\_\_\_ years of age of \_\_\_\_\_ religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Signature

6. I, \_\_\_\_\_ S/W of \_\_\_\_\_, \_\_\_\_\_ years of age of \_\_\_\_\_ religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Signature

7. I, \_\_\_\_\_ S/W of \_\_\_\_\_, \_\_\_\_\_ years of age of \_\_\_\_\_ religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Registration No. 640/04  
Nature of Document Application for Registration of Firms U.S. 58 of the Indian Registration Act, 1932  
Document No. 640/04  
Date of Application 26/3/04

Registrar of Firms  
Hyderabad

100RS



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH.  
 13/2/2004  
 S. NO. 1000  
 Sold to: Pradman Malini Constructions  
 S/o: .....  
 For Whom: Self

00AA 170921  
 L. G. Chimalgi  
 LEELA G. CHIMALGI  
 STAMP VENDOR.  
 L No: 13/97 R No: 1/2003  
 5-4-76/A. Cellar, Ranigunj  
 SECUNDERABAD - 500 003.

**PARTNERSHIP DEED**

This Partnership deed is made and executed on this the 27<sup>th</sup> day of February 2004 by and between:

Modi Housing Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-4-187/3 & 4, Soham Mansion, III Floor, M.G. Road, Secunderabad represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi aged about 34 years (hereinafter called the "FIRST PARTNER")

Shri. Ashish P. Modi S/o. Shri Pramod Modi aged 35 years Occupation: Business, resident of 1-8-165, Prenderghast Road, Secunderabad- 500 003 (hereinafter called "SECOND PARTNER")

Modi & Modi Real Estates Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-3-372, R.P. Road, Secunderabad represented by its Director Shri. Nirav Modi S/o. Shri. Pramod Modi aged about 29 years (hereinafter called the "THIRD PARTNER")

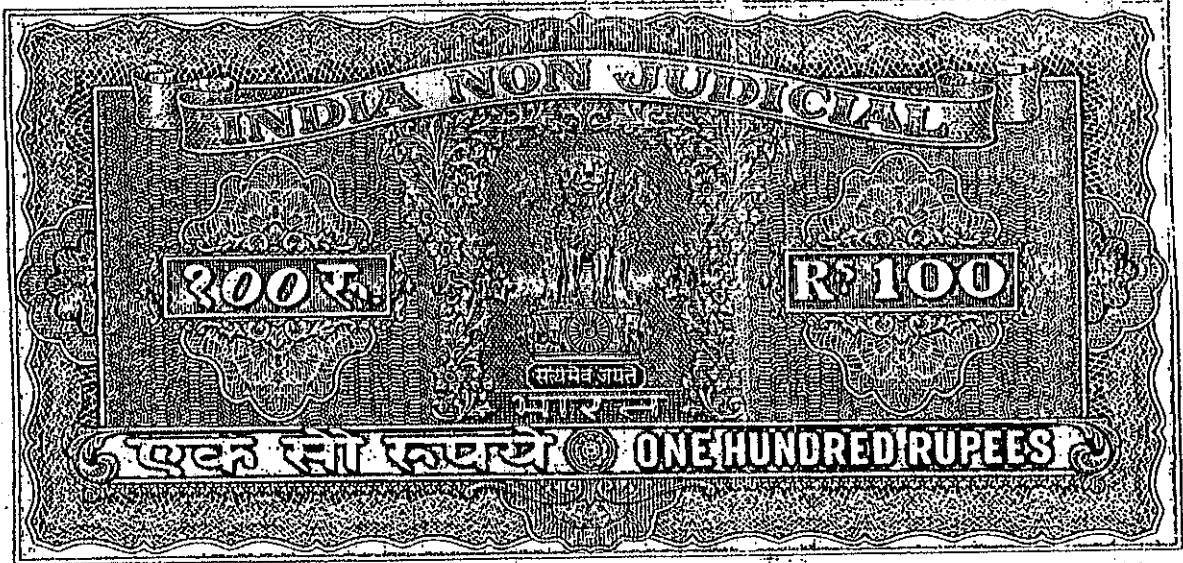
Shri. Gaurang Mody S/o. Shri Jayantilal Mody aged 36 years, Occupation: Business, resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 (hereinafter called "FOURTH PARTNER").

For MODI HOUSING PVT. LTD.  
 [Signature] DIRECTOR  
 For Modi & Modi Real Estates Private Limited  
 [Signature] Director

[Signature] Ashish Modi  
 [Signature]

Digitally signed by VERPALLE SULAISAM  
 DN: cn=VERPALLE SULAISAM, o=VERPALLE SULAISAM  
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100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

13 p 2004 L-4 C...  
A. No. 444 Date 13/02/04 Re. 10000 of applications  
Sold to Modi and Modi Constructions  
S/O  
For Whom Self Sects

00AA 170922  
L-4 C...  
LEELA G. CHIMALGI  
STAMP VENDOR  
L No: 13/97, K No: 1/E003  
5-4-75/A, Cellar, Ranigunj  
SECUNDERABAD - 500 003.

WHEREAS

1. The parties hereto are desirous of doing the business that of real estate developers, managers, Advisors, underwriters, retailers, promoters of group housing scheme etc., in partnership.
2. The parties hereto have agreed and joined together to do the business under the name and style of M/s. MODI & MODI CONSTRUCTIONS.
3. The FIRST PARTNER and THIRD PARTNER are Private Limited Companies and the respective companies have passed necessary resolutions authorizing Shri. Sohiam Modi and Shri. Nirav Modi to represent the respective companies and to execute this partnership deed.
4. The said Partners herein are desirous of reducing the terms and conditions of the said Partnership in writing, therefore this Deed of Partnership is executed by the said partners on the following terms and conditions:

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. The name of the Partnership Firm shall be M/s. MODI & MODI CONSTRUCTIONS or any other name the majority of partners may mutually decide.
2. Partnership shall be with effect from 27<sup>th</sup> February 2004.

For MODI HOLDINGS PVT LTD.  
Shri. Mohi  
DIRECTOR

For Modi & Modi Real Estates Private Limited  
Anuruddha  
Director

Signature of Leela G. Chimalgi

Digitally signed by VEMPALLE SULAIMAN  
DN: cn=VEMPALLE SULAIMAN, o=VEMPALLE SULAIMAN, email=vempalle.sulaiman@vempalle.com, c=IN  
Date: 2013.02.27 22:45:01 +05:30  
Location:  
Country:  
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100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 170920

S. No. 439 Date 13/2/2004  
Sold to Modiam Mod  
S/o  
For Whom Self

L.G. Chimalgi  
Stamp Vendor  
L No: 13/97 R No: 1/2003  
5-4-76/A. Collar, Ranigunj  
SECUNDERABAD - 500 003

LEELA G. CHIMALGI  
STAMP VENDOR  
L No: 13/97 R No: 1/2003  
5-4-76/A. Collar, Ranigunj  
SECUNDERABAD - 500 003

Seal

-3-

- The principal place of business of the partnership shall be at 5-4-187/3 & 4, III floor, Soham Mansion, M. G. Road, Secunderabad 500 003 and the same may be changed to any other place or places mutually agreed upon by the partners.
- The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
- The parties hereto in their Profit/Loss sharing ratio as given herein shall contribute the capital required for the partnership business.
- The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners or the authorized partners.
- The FIRST PARTNER represented by Mr. Soham Modi and the THIRD PARTNER represented by Mr. Nirav Modi or any other person(s) duly authorized by the company shall be the Managing Partner(s) overall in charge for smooth running of the firm, and either of them is authorized to apply and obtain necessary sanctions from all concerned authorities like Municipal Corporation of Hyderabad, Electricity Department, Water and Drainage Department, Income Tax Departments etc., in connection with the business of the firm.

For MODI HOUSING PVT. LTD.

*Soham Modi*  
DIRECTOR  
For Modi & Modi Real Estates Private Limited

*Nirav Modi*  
Director

*Leela G. Chimalgi*

*Modi*

Digitally signed by VEMPAJJE SURIAMAN  
Serial Number: 25200803252104040404  
Date: 2013.02.21 22:45:52 +05:30  
Reason: I am approving this document  
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Contact  
E-400-REGISTRATION AND STAMP/DUPLICATION DEPARTMENT OF

8. The SECOND PARTNER and the FOURTH PARTNER namely Shri. Ashih Modi and Shri. Gaurang Mody shall be a sleeping partner of the firm.

9. The Agreements of Sale, Sale Deed and other conveyance deeds that are required to be executed and registered in the course of business shall be executed either by the FIRST PARTNER or by the THIRD PARTNER through their duly authorized representative. It has been mutually agreed by the partners that the selling rate and the terms and conditions of sale in the course of business shall be determined solely by the FIRST PARTNER.

10. The Profit & Loss of the firm shall be shared and borne amongst the partners as under:

a) First Partner	45%
b) Second Partner	05%
c) Third Partner	45%
d) Fourth Partner	05%

11. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed to the profit and loss account on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.

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13. It has been mutually agreed that none of the partners without the written consent of all the other partners shall:

- Assign or charge his share in the assets of the firm.
- Lend money belonging to the firm.
- Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
- Release or compound any debt or claim owing to the firm.
- Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.

14. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.

15. The Partnership shall be at WILL.

16. Any of the Partner herein who intends to retire, must give three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.

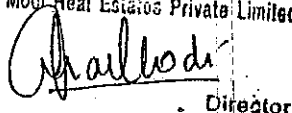
17. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.

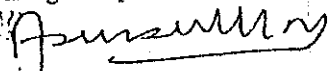
For MODI HOUSING PVT. LTD.


  
DIRECTOR

Digitally signed by VEERPALLO-SUNAMAN  
DN: cn=Veerpallo Sunaman, o=For Modi & Modi Real Estates Private Limited  
Date: 2013.02.27 22:48:05 +05:30  
Reason: I am approving this document  
Location:  
Contact:  
C=IN, O=REGISTRATION AND STAMP&BOUNDING REGISTERATION OF

For Modi & Modi Real Estates Private Limited

  
Director







18. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled to interfere in the management of the affairs of the partnership but he/they shall be entitled to inspect the account books etc., for the purpose of ascertaining the share therein.

19. In case of death of any partner of the firm, the legal heirs of the said partners shall be offered and admitted to the partnership in the place of the deceased partner on the same terms and conditions. Further, in case the heir or heirs decide not to accept the offer to become the partner/partners, the remaining partners shall carry out the business of the firm.

20. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.

21. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

IN WITNESS WHEREOF, the partners hereto have signed and executed this partnership deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

WITNESSES:

1.

*[Signature]*  
(G. K. Lakshminarayana)  
S/o. G. S. S. Babu  
1-8-488 Chikkakapally  
Hyderabad - 500020.

2.

*[Signature]*  
(M. V. RATNA MURTHI)  
S/o. M. B. K. Seshadri  
H. No. 12-1-508/1/1,  
Laxminagar colony, Lalapet,  
Sec. Bad - 500014.

For MODI HOUSING PVT LTD

*[Signature]*  
FIRST PARTNER DIRECTOR

*[Signature]*  
SECOND PARTNER

For Modi Housing Pvt Ltd

*[Signature]*  
THIRD PARTNER Director

*[Signature]*  
FOURTH PARTNER

10Rs.



No. 10800 Date 5/3/2004 to /  
 Purchaser K. Prabhakar Reddy  
 No. 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
 For Whom M/s. Modi & Modi Constructions, Sec 'bad.

**S. KIRANKUMAR**  
 S.V.L. No. 27/98, R.No. 23/2004  
 USMANGUNJ, HYDERABAD.

**AFFIDAVIT**

I Mr. Soham Modi S/o. Shri Satish Modi, aged 34 years, Resident of Plot No.208, Road No.25, Jublee Hills, Hyderabad, do hereby solemnly affirm and confirm with good state of mind and hereby declare on oath as follow:

I am the one of the partner by name M/s. MODI & MODI CONSTRUCTIONS, the application of which is submitting for Registration with the Registration with the Registrar of Societies, Hyderabad.

The said firm is located in bearing Municipal No.5-4-187/3 & 4, III floor, Soham Mansion, M. G. Road, Secunderabad - 500 003.

I have No Objection to establish the said firm in my own premises for which I did not collect any rent from the society.

It was declared on oath with free will and consent without coercion or hesitation with good state of mind on this the 10<sup>th</sup> day of March 2004 in the presence of the following witnesses and signed before the notary public who attested by signature.

DEPONENT.

WITNESSES:

*D. Pasareddy*

*Soham Modi*

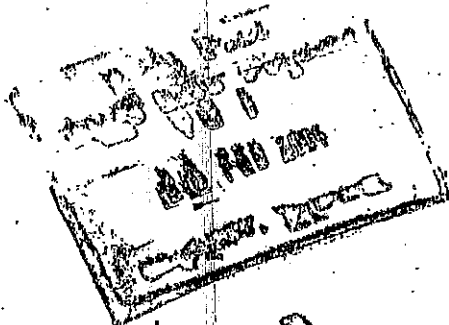
(DEPONENT)

ATTESTED

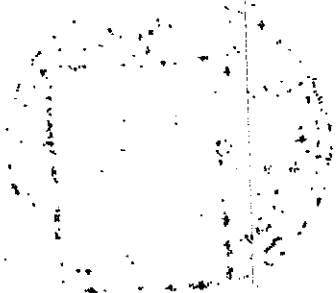
*M. Vedikumar*  
 B. Com. LL.B.  
 ADVOCATE & NOTARY  
 GHATKESAR  
 WANGA REDDY DIST.







Digitally signed by VEMPALLE SULAIMAN  
Serial Number: 10152000743170218440487  
Date: 2013.02.27 23:45:27 +05:30  
Reason: see underlying file document  
Location: \*  
Country: \*  
C=IN-O=REGISTRATION AND STAMPS, DN=DISTRICT REGISTRAR OF



mee seva  
easier, faster



మీ సేవ  
సంఖ్య: 001/2013/04

001/2013/04 56626003

Firm Name: Modi & Modi - Computers

File No. 2613/04

The application of Registration of the above Firm presented **US\$ 58** of the Indian Partnership Act, 1932 is in Order, an amount of **Rs. 100/-** for each partner being Registration Fee has been received by Cash, in person, on 26/3/04

Received Rs. 100/- Vide Receipt No. 263 of Joint Sub-Registrar-I, R.O. Hyderabad.

If ordered the Firm may be registered.

*Signature*

REGISTRAR OF FIRMS

Digitally signed by VENKATREDDY SURESH KUMAR  
Serial Number: 04050000745752519549499  
Date: 2013.02.27 22:45:47 +05:30  
Reason: I am approving this document  
Location:  
Contact:

Joint Registrar of Firms and Straws Sub-Registrar

Note: This is a Digitally Signed Certificate, does not require physical signature. And this Certificate can be verified at <http://www.meeseva.gov.in/> by furnishing the application number mentioned in the Certificate.

ఎలక్ట్రానిక్ సేవలను అందించుటకు అధీకృత ప్రతినిధి ఇచ్చు ధృవీకరణ పత్రము

Declaration by the Authorized Agent for Delivering the Electronic Services

i. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి సేవ్ చేయబడిన అసలైన సమాచారానికి సరియైన నకలు అయి వున్నది.

The computer output in the form of computer printouts attached herewith is the correct representation of its original as contained in the computer systems accessed by me for providing the service.

ii. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము నియోగింపబడిన అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి క్రమబద్ధమైన పద్ధతిలో సేకరింపబడినది.

The information contained in the computer printouts has been produced from the aforesaid computer systems during the period over which the computer was used regularly.

iii. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము కంప్యూటర్ సిస్టమ్స్ లో క్రమమైన పద్ధతిలో నమోదు చేయబడినది.

During the said period, information of the kind contained in the computer printout was regularly recorded by the aforesaid computer systems in the ordinary course of the activities.

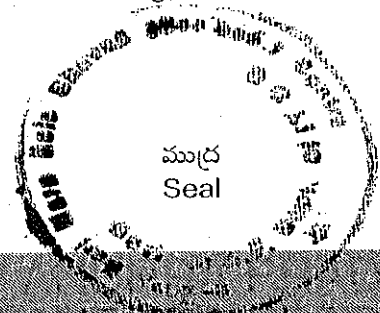
iv. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచార సేకరణ సమయంలో కంప్యూటర్ సిస్టమ్స్ సరిగ్గా పనిచేయుచున్నవి మరియు సదరు కంప్యూటర్ సిస్టమ్స్ లో ఉన్న ఎలక్ట్రానిక్ రికార్డుల యధార్థతను ప్రభావితం చేసే ఏవిధమైన నిర్వహణ సమస్యలు లేవు.

Throughout the material part of the said period, the computer was operating properly, and there have been no such operational problems that affect the accuracy of the electronic record contained in the aforesaid computer systems.

పైన పేర్కొన్న విషయాలు నాకు తెలిసినంత వరకు మరియు నా విశ్వాసం మేరకు సరియైనవి.

The matter stated above is correct to the best of my knowledge and belief.

సంతకము  
Signature



M/s. Modi Housing Pvt Ltd, Sep by Its Director

DECLARATION

1. I, Mr. SOHAM MODI, S/W of Sri SATISH  
34 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

S. RAJESHWAR RAO  
ADVOCATE & NOTARY  
3-6-109/40, VENKATESHWAR COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature DIRECTOR

2. I, Mr. Ashish P. Modi, S/W of Sri Pramod modi  
35 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

S. RAJESHWAR RAO  
ADVOCATE & NOTARY  
3-6-109/40, VENKATESHWAR COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature (Ashish Modi)

Witness: M/s. Modi & M. D. S. Rajeshwari Pvt Ltd, Sep by Its Director

3. I, Mr. NITAV MODI, S/W of Sri Pramod Modi  
29 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

S. RAJESHWAR RAO  
ADVOCATE & NOTARY  
3-6-109/40, VENKATESHWAR COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature (Nitav Modi)

4. I, Mr. GAURANG MODY, S/W of Sri Jayankhil mody  
36 years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

S. RAJESHWAR RAO  
ADVOCATE & NOTARY  
3-6-109/40, VENKATESHWAR COLONY  
NARAYANAGUDA, HYDRABAD - 500 029.

Signature (Gaurang Mody)

5. I, \_\_\_\_\_ S/W of \_\_\_\_\_  
\_\_\_\_\_ years of age of \_\_\_\_\_ religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Signature

6. I, \_\_\_\_\_ S/W of \_\_\_\_\_  
\_\_\_\_\_ years of age of \_\_\_\_\_ religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Signature

7. I, \_\_\_\_\_ S/W of \_\_\_\_\_  
\_\_\_\_\_ years of age of \_\_\_\_\_ religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date:

Witness:

Registration No. 640/04

Name of the Firm: Modi Constructives

Nature of Document Application  
for Registration of Firms U.S. 58  
of the Industries Act, 1932

Document No. 640/04

Date of Application 24/3/04

Registrar of Firms  
Hyderabad

Digitally signed by VEMPALLE SULAIMAN  
DN: cn=VEMPALLE SULAIMAN, o=VEMPALLE SULAIMAN, email=vempalle.sulaiman@vempalle.com

mee seva  
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మీ సేవ  
సంకల్పం శక్తి

Firm Name: Modi & Modi - Crossed Lines

File No: \_\_\_\_\_

The application of Registration of the above Firm presented U/S 58 of the

Indian Partnership Act, 1932 is in Order, an amount of Rs-100/- for each partner

being Registration Fee has been received by Cash, in person, on 26/3/04

Received Rs. 400

R.O. Hyderabad.

Vide Receipt No. 263

of Joint Sub-Registrar-I,

*Signature*

REGISTRAR OF FIRMS  
00056626003

Digitally signed by VEMPALLE SUDHAIN  
DN: cn=VEMPALLE SUDHAIN, o=Andhra Pradesh, ou=Registrar of Firms, email=vsudhain@andhra.nic.in, c=IN  
Date: 2012.02.27 22:48:45 +0530  
Reason: am approving this document  
Location:  
Commit:  
C=IN, O=REGISTRAR OF FIRMS, OU=REGISTRAR OF FIRMS

If ordered the Firm may be registered.

Note: This is a Digitally Signed Certificate. Does not require physical signature. And this Certificate can be verified at <http://www.meeseva.gov.in/> by furnishing the registration number mentioned in the Certificate.



ఎలక్ట్రానిక్ సేవలను అందించుటకు అధీకృత ప్రతినిధి ఇచ్చు ధృవీకరణ పత్రము

**Declaration by the Authorized Agent for Delivering the Electronic Services**

i. ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి సేన్సుఫొందిన అసలైన సమాచారానికి సరియైన సకలు అయి వున్నది.

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The information contained in the computer printouts has been produced from the aforesaid computer systems during the period over which the computer was used regularly.

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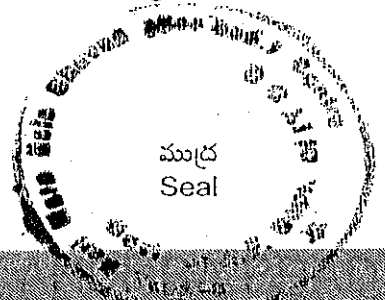
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పైన పేర్కొన్న విషయాలు నాకు తెలిసినంత వరకు మరియు నా విశ్వాసం మేరకు సరియైనవి.

The matter stated above is correct to the best of my knowledge and belief.

సంతకము  
Signature



M/s. Modi Housing Pvt Ltd. **DECLARATION** Sep by Its Director

1. I, Mr. SOHAM MODI S/W/of SEI SATISH  
..... 34 ..... years of age of Hindu religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.01.04

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

[Signature]  
Signature **DIRECTOR**

2. I, Mr. Ashish P. Modi S/W/of Sri Pramod modi  
..... 35 ..... years of age of ..... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: .....

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

[Signature]  
Signature

3. I, Mr. NIRAV MODI S/W/of Sri Pramod modi  
..... 29 ..... years of age of ..... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.02.04

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

[Signature]  
Signature

4. I, Mr. GAURANG MODI S/W/of Sri Jayantihal mody.  
..... 36 ..... years of age of ..... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: 16.03.04

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

[Signature]  
Signature

5. I, ..... S/W/of .....  
..... years of age of ..... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: .....

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

Signature

6. I, ..... S/W/of .....  
..... years of age of ..... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: .....

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

Signature

7. I, ..... S/W/of .....  
..... years of age of ..... religion

do hereby declare that the above statement is true and correct to the best of my knowledge and belief.

Date: .....

S. RAJESHWAR RAO  
B.Sc., LL.B.  
**ADVOCATE & NOTARY**  
3-5-109/4/3, VEERKATESHWARA COLONY  
NARAYANAPUR, HYDRABAD - 500 029.

Registration No. 640/04

Nature of Document Application for Registration of Firms U.S. 58 of the Indian Companies Act, 1932

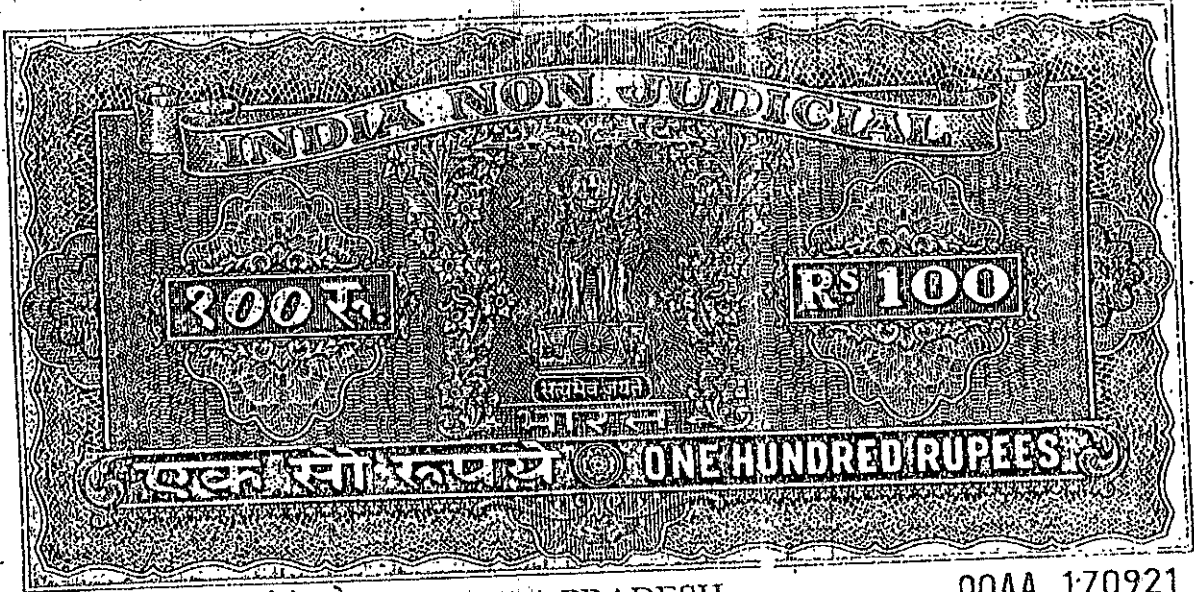
Signature

Document No. 640/04

Date of Application 26/3/04

[Signature]  
**Registrar of Firms**  
**Hyderabad.**

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH.  
13/2/2004  
S. No. 102-00  
Sold to...  
S/o...  
For Whom...  
Self

00AA 170921  
L. G. Chimalgi  
LEELA G. CHIMALGI  
STAMP VENDOR.  
L No: 13/97 & No: 1/2003  
5-4-76/A, Cellar, Ranigunj  
SECUNDERABAD - 500 003.

**PARTNERSHIP DEED**

This Partnership deed is made and executed on this the 27<sup>th</sup> day of February 2004 by and between:

Modi Housing Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-4-187/3 & 4, Soham Mansion, III Floor, M.G. Road, Secunderabad represented by its Director Shri. Soham Modi S/o. Shri. Satish Modi aged about 34 years (hereinafter called the "FIRST PARTNER")

Shri. Ashish P. Modi S/o. Shri Pramod Modi aged 35 years Occupation: Business, resident of 1-8-165, Prenderghast Road, Secunderabad- 500 003 (hereinafter called "SECOND PARTNER")

Modi & Modi Real Estates Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its Registered office at 5-3-372, R.P. Road, Secunderabad represented by its Director Shri. Nirav Modi S/o. Shri. Pramod Modi aged about 29 years (hereinafter called the "THIRD PARTNER")

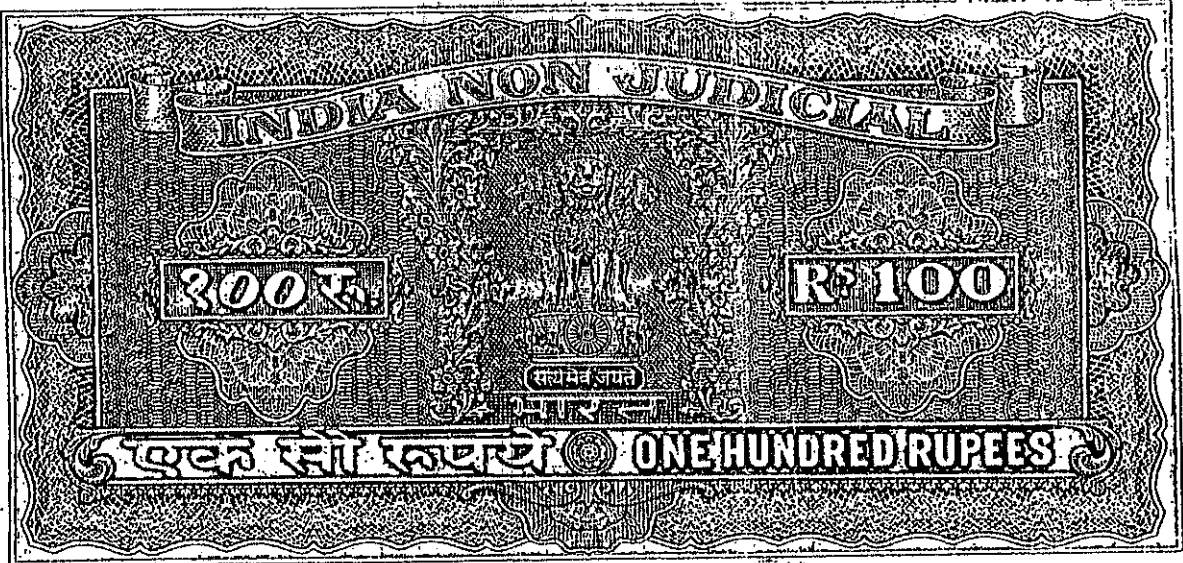
Shri. Gaurang Mody S/o. Shri Jayantilal Mody aged 36 years, Occupation: Business, resident of Flat No.105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016 (hereinafter called "FOURTH PARTNER").

For MODI HOUSING PVT. LTD.  
*Soham Modi*  
DIRECTOR  
For Modi & Modi Real Estates Private Limited  
*Ashish Modi*  
Director

*Ashish Modi*  
*Gaurang Mody*

Digitally signed by VEMPALLE SULAIMAN  
DN: cn=VEMPALLE SULAIMAN, o=VEMPALLE SULAIMAN  
Date: 2014.02.27 22:43:00 +05:30  
Reason: I am approving this document  
Control  
C:\MSD\MSD\BANK AND STAMPS\LOD-DISTRICT REGISTER OF





ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
 13 Feb 2004

00AA 170922

S. No. 100 Date 13/2/04 Ra. 100/-  
 Sold to... modi ani Modi Constructions  
 S/o.....  
 For Whom ..... Self

L. G. Ceasar  
 LEELA G. CEIMALGI  
 STAMP VENDOR  
 L No: 13/97. K No: 1/2003  
 5-4-75/A. Cellar, Ranigunj  
 SECUNDERABAD - 500 003

-2-

WHEREAS

1. The parties hereto are desirous of doing the business that of real estate developers, managers, Advisors, underwriters, retailers, promoters, of group housing scheme etc., in partnership.
2. The parties hereto have agreed and joined together to do the business under the name and style of M/s. **MODI & MODI CONSTRUCTIONS.**
3. The **FIRST PARTNER** and **THIRD PARTNER** are Private Limited Companies and the respective companies have passed necessary resolutions authorizing Shri. Soham Modi and Shri. Nirav Modi to represent the respective companies and to execute this partnership deed.
4. The said Partners herein are desirous of reducing the terms and conditions of the said Partnership in writing, therefore this Deed of Partnership is executed by the said partners on the following terms and conditions:

NOW THEREFORE THIS DEED OF PARTNERSHIP WITNESSETH AS FOLLOWS:

1. The name of the Partnership Firm shall be M/s. **MODI & MODI CONSTRUCTIONS** or any other name the majority of partners may mutually decide.
2. Partnership shall be with effect from 27<sup>th</sup> February 2004.

For MODI HOLDINGS PVT LTD.  
 Signature  
 DIRECTOR

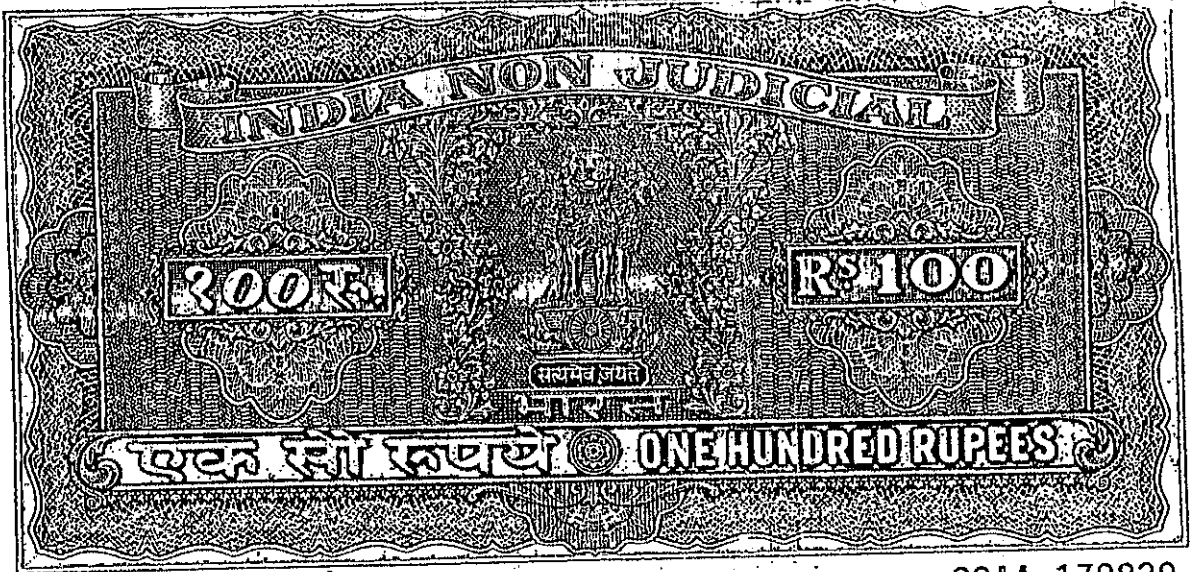
Signature  
 For Modi & Modi Real Estates Private Limited

Signature  
 Director

Signature

Digitally signed by VEMPALE SULLAIMAN  
 Date: 2004.02.27 22:45:51 +0530  
 Reason: I am the signatory  
 Location  
 Country  
 CHANDRAREGISTRATION AND STAMP/DISTRICT REGISTRAR/DC

100Rs.



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

00AA 170920

S. No. 439 Date 13/2/2004 Rs. 100/-

Sold to Modi and Modi Contestor

S/o

For Whom: Self

L. G. Chimalgi LEELA G. CHIMALGI

STAMP VENDOR

L No: 13/97 R No: 1/2003

5-4-76/A, C-llar, Ranigunj

SECUNDERABAD - 500 003

Seda

-3-

3. The principal place of business of the partnership shall be at 5-4-187/3 & 4, III floor, Soham Mansion, M. G. Road, Secunderabad 500 003 and the same may be changed to any other place or places mutually agreed upon by the partners.
4. The nature of the business of the firm shall be to do the business of real estate developers, managers, underwriters, retailers, advisors etc., and/or any such other business (s) that may be mutually agreed upon.
5. The parties hereto in their Profit/Loss sharing ratio as given herein shall contribute the capital required for the partnership business.
6. The partnership may borrow money from outside for the partnership business including borrowals from the banks and financial institutions and such borrowals shall be made with the consent of all the partners or the authorized partners.
7. The FIRST PARTNER represented by Mr. Soham Modi and the THIRD PARTNER represented by Mr. Nirav Modi or any other person(s) duly authorized by the company shall be the Managing Partner(s) overall in charge for smooth running of the firm, and either of them is authorized to apply and obtain necessary sanctions from all concerned authorities like Municipal Corporation of Hyderabad, Electricity Department, Water and Drainage Department, Income Tax Departments etc., in connection with the business of the firm.

For MODI HOUSING PVT. LTD.

*Soham Modi* DIRECTOR

For Modi & Modi Real Estates Private Limited

*Nirav Modi* Director

*Aswaththuri*

*Nirav Modi*

Digitally signed by VEMPALE SRI ANAN...  
Date: 2004.02.13 14:05:10  
Reason: I am approving this document

E-MAIL RECORDATION AND STAMPING PROJECT REGISTRATION OF

8. The SECOND PARTNER and the FOURTH PARTNER namely Shri. Ashih Modi and Shri. Gaurang Mody shall be a sleeping partner of the firm.

9. The Agreements of Sale, Sale Deed and other conveyance deeds that are required to be executed and registered in the course of business shall be executed either by the FIRST PARTNER or by the THIRD PARTNER through their duly authorized representative. It has been mutually agreed by the partners that the selling rate and the terms and conditions of sale in the course of business shall be determined solely by the FIRST PARTNER.

10. The Profit & Loss of the firm shall be shared and borne amongst the partners as under:

a) First Partner	45%
b) Second Partner	05%
c) Third Partner	45%
d) Fourth Partner	05%

11. The regular books of accounts shall be maintained by the partners herein recording the day to day transactions and such books shall be closed to the profit and loss account on 31st March of every year. On the date the statement of assets and liabilities shall be drawn up and net profit and loss shall be determined and divided as per ratios mentioned above.

12. The firm shall open a bank account with any Bank which shall be operated either by Mr. Soham Modi or Mr. Nirav Mody or subject to any instructions as may be given to the bankers from time to time by the firm under the signatures of all the Partners.

13. It has been mutually agreed that none of the partners without the written consent of all the other partners shall:

- a) Assign or charge his share in the assets of the firm.
- b) Lend money belonging to the firm.
- c) Except in the ordinary course of the business, dispose of by pledge, sale or otherwise, the assets of the firm.
- d) Release or compound any debt or claim owing to the firm.
- e) Execute any deed or stand surety for any person or act in any other manner whereby the property of the firm may be liable.

14. That each Partner shall at all times pay, discharge his separate and private debts whether future or present and always keep the partnership property and/or other partner free from all actions, claims, costs, proceedings and demands of whatsoever nature.

15. The Partnership shall be at WILL.

16. Any of the Partner herein who intends to retire, must give three months notice to the other partners and the share of retiring partner will stand distributed among the continuing partners.

17. With the mutual consent of all the partners, new partners can be admitted in partnership and such new partners will share their percentage of profit and loss through which he is inducted as a partner.

For MODI HOUSING PVT. LTD.

*[Signature]*  
DIRECTOR

For Modi & Modi Real Estates Private Limited

*[Signature]*  
Director

Digitally signed by VEMPALE SUBRAMAN  
DN: cn=Vempace Subramaniam, o=Modi & Modi Real Estates Private Limited, email=vempace@modiandmodi.com, c=IN  
Reason: I am approving this document  
Location:  
Contact:  
C=IN;O=REGISTRATION AND STRAIGHT-DISTRICT REGISTRATION OF

*[Signature]*

*[Signature]*

18. The Partnership shall not be dissolved on the death/retirement/insolvency of a partner and the estate of the deceased/outgoing/insolvent partners is not liable for any act of the firm after his death/retirement/insolvency. The legal representatives or heirs of the deceased partners shall not be entitled to interfere in the management of the affairs of the partnership but he/they shall be entitled to inspect the account books etc., for the purpose of ascertaining the share therein.

19. In case of death of any partner of the firm, the legal heirs of the said partners shall be offered and admitted to the partnership in the place of the deceased partner on the same terms and conditions. Further, in case the heir or heirs decide not to accept the offer to become the partner/partners, the remaining partners shall carry out the business of the firm.

20. The terms and conditions of this deed may be amended or cancelled and fresh terms and conditions may be introduced with mutual consent of all the partners in writing without recourse to a fresh deed of partnership.

21. For all other matters on which this deed does not contain any specific clause, the provisions of Indian Partnership Act will apply.

IN WITNESS WHEREOF, the partners hereto have signed and executed this partnership deed with their free will and consent on the date, month and year mentioned herein above, in the presence of the following witnesses:

WITNESSES:

1.

*[Signature]*  
(G. K. Iyer AKARAO)  
S/o. G. S. B. Bhat  
1-8-488 Chikkakoppally  
Hyderabad-500022.

2.

*[Signature]*  
(M. V. RATANA MURTHY)  
S/o. M. B. K. Seshadray,  
H. No. 12-1-508/111,  
Laxminagar colony, Lalapet,  
Sec. Bad. 500017.

For MODI HOUSING PVT LTD

*[Signature]*  
DIRECTOR  
FIRST PARTNER

*[Signature]*  
SECOND PARTNER

For Modi Housing Pvt Ltd

*[Signature]*  
THIRD PARTNER Director

*[Signature]*  
FOURTH PARTNER



No. 10800 Date 5/3/2004 to /  
 Purchaser K. Prabhakar Reddy  
 No. 5/10, 5/11, 5/12 Padma Reddy R/o. Hyd  
 No. 5/10, 5/11, 5/12 S. Pradi Pradi Constructions, Sec'bad.

**S. KIRANKUMAR**  
 S. V. L. No. 27/98, R. No. 23/2004  
 OSMANGUNI, HYDERABAD.

**AFFIDAVIT**

I Mr. Soham Modi S/o. Shri Satish Modi, aged 34 years, Resident of Plot No.208, Road No.25, Jublee Hills, Hyderabad, do hereby solemnly affirm and confirm with good state of mind and hereby declare on oath as follow:

I am the one of the partner by name M/s. MODI & MODI CONSTRUCTIONS, the application of which is submitting for Registration with the Registrar of Societies, Hyderabad.

The said firm is located in bearing Municipal No.5-4-187/3 & 4, III floor, Soham Mansion, M. G. Road, Secunderabad - 500 003.

I have No Objection to establish the said firm in my own premises for which I did not collect any rent from the society.

It was declared on oath with free will and consent without coercion or hesitation with good state of mind on this the 10<sup>th</sup> day of March 2004 in the presence of the following witnesses and signed before the notary public who attested by signature.

DEPONENT.

WITNESSES:

*[Handwritten signature]*

*[Handwritten signature]*

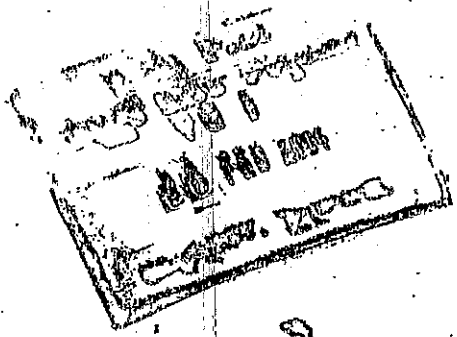
(DEPONENT)

ATTESTED

*[Handwritten signature]*  
**M. Pradi Kumar**  
 B.Com. LL.B.  
 ADVOCATE & NOTARY  
 GHATKESAR  
 RANGA REDDY DIST.



Contact: District Registrar of Societies, Hyderabad



Digitally signed by VEMPALLE SULAIMAN  
Serial Number: 2015.000142078219014433  
Date: 2015.09.27 22:45:57 +05:30  
Reason: See reason for this document  
Location  
Contact  
CHILD REGISTRATION AND STAMPS, DISTRICT REGISTRAR OF



ORIGINAL

దస్తావేజాలు మరియు రుసుముల రశీదు

నెం.

శ్రీమతి / శ్రీ 3922 Mr. Soham Modi

ఈ దిగువ ఉదహరించిన దస్తావేజాలు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజా స్వభావము	Sale deed			
దస్తావేజా విలువ	15,60,000-			
స్టాంపు విలువ రూ.	100-			Bungalow
దస్తావేజా నెంబరు	8452/13			Rampally
రిజిస్ట్రేషన్ రుసుము	7800-			
లోటు స్టాంపు(D.S.D.)	85700-			
GHMC (T.D.)	-			
యూజర్ ఛార్జీలు	100-			
అదనపు షీట్లు	/			
5 x .....				
మొత్తం	93,600-			

Manager's  
Cher  
6078/18-11

(అక్షరాల) By Manager's cher

రూపాయలు మాత్రమే

తేది 20/11/2013

వాపసు తేది \_\_\_\_\_

*[Signature]*  
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.

SCANNER

D. No. 8452/13



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BA 175350

Sl.No. 5050, Dt. 19-07-2013, Rs.100/-

Sold to Mahender

Plu Secured

S/o.D/o.W/o: Mallesh

For Whom Modi & Modi Constructions, Secured

I. SRINIVAS

Licensed Stamp Vendor, L.No.15-29-020/2012,

P.No.14, RTC Colony, Chengicherla (V),

Ghatkesar (M), R.R.Dist.-500039.

Ph.No.9849338280.

SALE DEED

This Sale Deed is made and executed on this the 16<sup>th</sup> day of November 2013 at S. R. O. Keesara, Ranga Reddy District by:

M/s. MODI & MODI CONSTRUCTIONS 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 Partner Mr. Soham Modi, Son of Sri Satish Modi, aged about 43 years, Occupation: Business, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

IN FAVOUR OF

1. Mrs. Angadi Vijaya Lakshmi, Wife of Mr. Angadi Bhaskar, aged about 56 years, Occupation: Housewife.
2. Mr. Angadi Mahesh Kumar, Son of Mr. Angadi Bhaskar, aged about 31 years, Occupation: Service, residing at # H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015., 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 MODI & MODI CONSTRUCTIONS

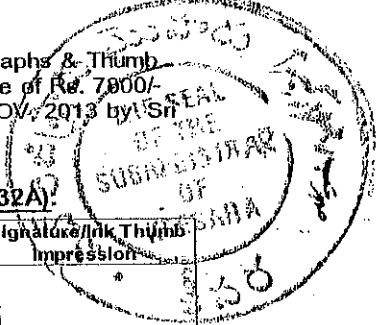
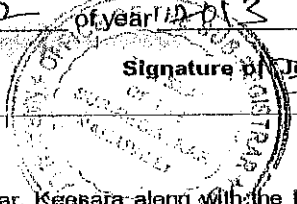
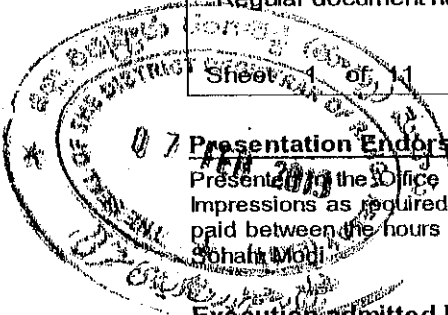


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Regular document number 8452 of year 2013

Sheet 11 of 11 Sheets

Signature of Joint Sub Registrar  
Keesara



**Presentation Endorsement:**

Presented at the Office of the Sub-Registrar, Keesara along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 7000/- paid between the hours of 2 and 3 on the 20th day of NOV. 2013 by Sri Soham Modi

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

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 [1530-1-2013-8902]AKK	ANGADI VIJAYA LAKSHMI (BUYER CUM REP TO VENDEE NO.2) R/O. H.NO 1-24-253/1 P.NO 32 SRI SAINAGAR CLNY., LOTHKUNTA, ALWAL, TIRMALGIRI POST, SEC-BAD 500 015.,	<i>A. Vijaya Lakshmi</i>
2	EX		 [1530-1-2013-8902]REF	REP BY GPA HOLDER K. PRABHAKAR REDDY R/O. 5-4-187/3, SOHAM MANSION,, M.G. ROAD, SECUNDERABAD.	<i>K. Prabhakar Reddy</i>

**Identified By Witness:**

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 [1530-1-2013-8902]	ANGADI BHASKAR R/O 1-24-253/1 P.NO 32 SRI SAINAGAR CLNY ALWAL, LOTHUKUNTA, SEC-BAD.	<i>Angadi Bhaskar</i>
2		 [1530-1-2013-8902]	M. MAHENDER R/O 26-77 YADAV BASTI NEREDMET HYD-BAD	<i>M. Mahender</i>

20th day of November, 2013

*B. R. Reddy*  
Signature of Joint Sub Registrar  
Keesara

**WHEREAS:**

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts., forming part of Sy. Nos.128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

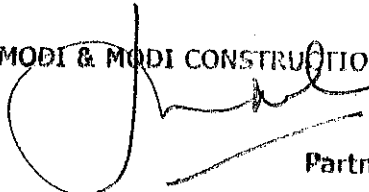
Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135 & 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133,136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
<b>Total Extent of Land</b>				<b>Ac. 6-28 Gts.</b>

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

- a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
- b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
- c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
- d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
- e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
- f. Shri M. Pranavanadham, S/o. Hanumath Rao
- g. Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

- B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Vendor herein.

For MODI & MODI CONSTRUCTIONS  
  
Partner

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Sheet 2 of 11 Sheets

Signature of Joint Sub Registrar  
Keesara

**Endorsement:**

Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41 of I.S Act	Cash	Stamp Duty u/s 16 of I. act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	0		85700	85800
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	0	0		7800	7800
User Charges	NA	0	0		100	100
<b>Total</b>	100	0	0		93600	93700

Rs. 85700/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 7800/- towards Registration Fees on the chargeable value of Rs. 1560000/- was paid by the party through DD No ,6078 dated ,18-NOV-13 of ,HDFC BANK/SECUNDERABAD BRANCH

Date

20th day of November ,2013

Signature of Registering Officer

*B. Reddy*  
Keesara



I  
శుభ్రము 20 13 నా (శా.స.1939) నా  
8452 మంబరుగా రిజిస్టరు చేయబడినది. ప్లాన్లో  
ఉంటున్న గుర్తింపు నెంబరు 1530-8452/2013  
అవ్వడమైనది.  
20 నా 93600 రూపాయల 20 వ తది.

*B. Reddy*  
సబ్-రిజిస్ట్రారు, కీసర



- C) The Vendor is desirous of developing the Scheduled Land by constructing row / independent house thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007.
- D) The Vendee is desirous of purchasing a plot of land bearing no.46, admeasuring 125 sq. yds., along with semi-finished construction having a total area of 1659 sft., hereinafter referred to as the Scheduled Plot forming part of the Scheduled Land for a consideration of Rs.15,60,000/-(Rupees Fifteen Lakhs Sixty 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. 46, admeasuring 125 sq. yds. along with semi-finished construction having a total area of 1659 sft., forming part of Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara 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.15,60,000/-(Rupees Fifteen Lakhs Sixty Thousand Only). The Vendor hereby admit and acknowledge the receipt of the said consideration in the following manner:
  - i. Rs.12,48,000/-(Rupees Twelve Lakhs Forty Eight Thousand Only) paid by way of cheque no.043645, dated 08.11.2013, drawn on HDFC Bank, Lakdikapul Branch, Hyderabad issued by LIC Housing Finance Ltd.,
  - ii. Rs.3,12,000/-(Rupees Three Lakhs Twelve Thousand Only) (Part Payment) paid by way of cheque no.024420, dated 26.06.2013, drawn on Axis Bank, Banjara Hills Branch, Hyderabad.
2. The Vendor hereby covenant that Scheduled Property 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 the Scheduled Property.
3. The Vendor further covenant that the Schedule Property 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 Property 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 Property, the Vendors shall indemnify the Vendee fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of Scheduled Property to the Vendee.

For MODI & MODI CONSTRUCTIONS

Partner

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Regular document number 3452 of year 2013

Sheet 3 of 11 Sheets

Signature of [Signature]  
Joint Sub Registrar  
Keesara



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 Property 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 Property 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.

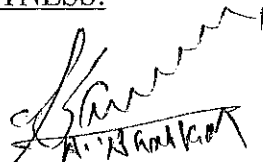

**SCHEDULED PLOT**

All that piece and parcel of bungalow on bearing plot No. 46, admeasuring about 125 sq. yds. along with semi-finished construction having a total area of 1659 sft., in the project known as "Nilgiri Homes", forming part of Sy. Nos.128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

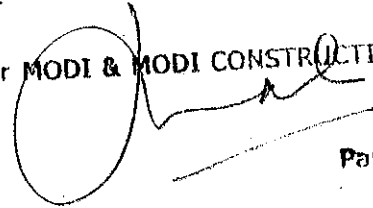
North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbor's land

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.   
A. Vijayalakshmi
2. 

For MODI & MODI CONSTRUCTIONS

  
Partner

(Soham Modi)  
VENDOR

1. A. Vijayalakshmi

VENDEE

2. Mahesh Kumar

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Regular document number 8452 of year 2013

Sheet 4 of 11 Sheets

Signature of Joint Sub Registrar  
[Signature]  
Keesara



**ANNEXTURE - 1 - A**

1. Description of the Building : All that piece and parcel of bungalow along with semi-finished construction on Plot No. 46 in the project known as "NILGIRI HOMES" forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District
- (a) Nature of the roof : R. C. C. (G+1)
- (b) Type of Structure : Framed Structure
2. Age of the Building : Under Construction
3. Total Extent of Site : 125 sq. yds.
4. **Built up area Particulars:**
- a) Portico & Terrance Area : 198 sft
- b) In the Ground Floor : 601 sft
- c) In the First Floor : 640 sft
- d) Head Room + Servant + Toilet Area : 220 sft
- 
- Total Built up Area :** **1659 sft**
- 
5. Annual Rental Value :
6. Municipal Taxes per Annum :
7. Executant's Estimate of the MV of the Building : Rs. 15,60,000/-

For MODI & MODI CONSTRUCTIONS

Partner

Signature of the Executants

Date: 16.11.2013

**C E R T I F I C A T E**

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

For MODI & MODI CONSTRUCTIONS

Partner

Signature of the Executants

Date: 16.11.2013

1 A. Vijaya Lakshmi

2 Mahesh Kumar



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Signature of [Signature]  
Joint Sub Registrar  
Keesara



**REGISTRATION PLAN SHOWING**

BUNGALOW ON PLOT NO. 46, FORMING A PART

**IN SURVEY NO.** 128, 129, 132, 133, 134, 135 & 136

**Situated at**

RAMPALLY VILLAGE, KEESARA

**Mandal, R.R. Dist.**

**BUILDER:** M/S. MODI & MODI CONSTRUCTIONS, REPRESENTED BY ITS PARTNER

MR. SOHAM MODI, SON OF SRI SATISH MODI

**BUYER:** 1. MRS. ANGADI VIJAYA LAKSHMI, WIFE OF MR. ANGADI BHASKAR

2. MR. ANGADI MAHESH KUMAR, SON OF MR. ANGADI BHASKAR

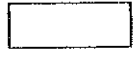
**REFERENCE:**  
**AREA:** 125

**SCALE:**  
**SQ. YDS.**

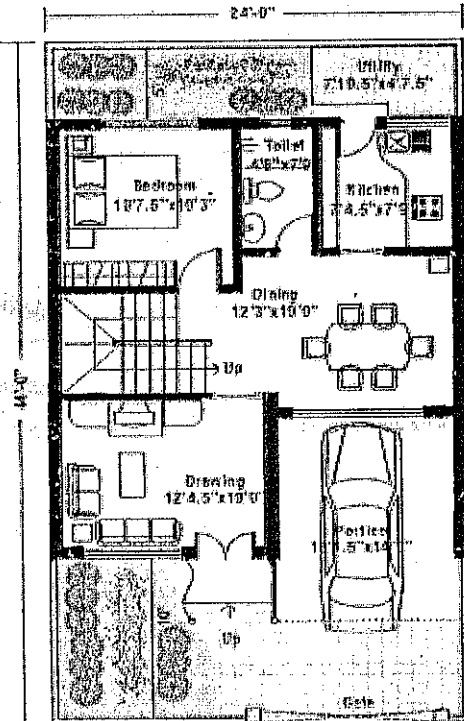
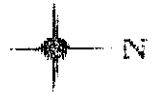
**INCL:**  
**SQ. MTRS.**



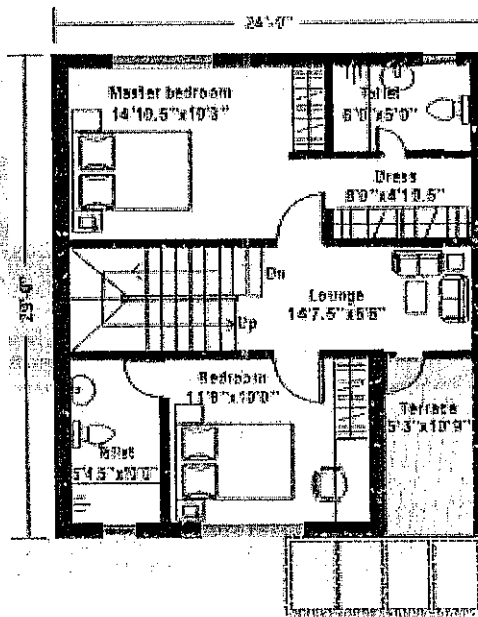
**EXCL:**



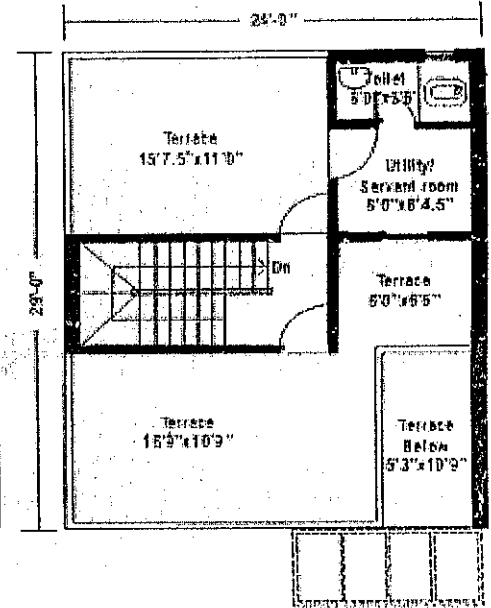
Built up Area: 1659 Sft.,



**GROUND FLOOR PLAN**



**FIRST FLOOR PLAN**



**TERRACE FLOOR PLAN**

GROUND FLOOR AREA	601.00 SFT
FIRST FLOOR AREA	640.00 SFT
HEAD RM+SERVANT+TOILET AREA	220.00 SFT
PORTICO & TERRACE AREA	198.00 SFT

For MODI & MODI CONSTRUCTIONS

Partner

**WITNESSES:**

- 
- 

SIG. OF THE VENDOR

1. A. Vijaya Lakshmi

SIG. OF THE BUYER

Book - 1 CS Number 8902 of 2013 of SRO, Keesara


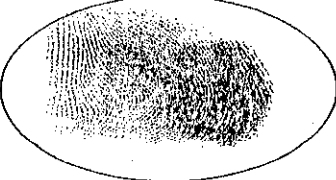

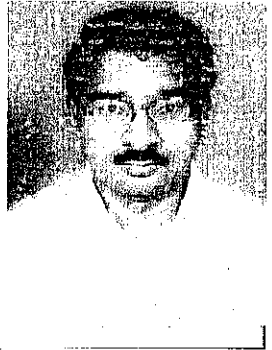


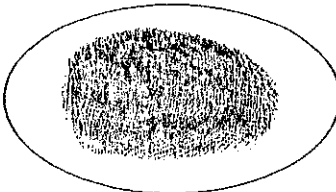

Regular document number 8452 of year 2013

Sheet 6 of 11 Sheets

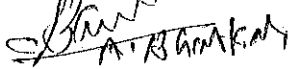

Signature of Joint Sub Registrar  
Keesara



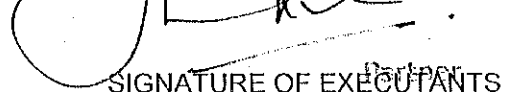
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)		NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<p><b>VENDOR:</b></p> <p>M/S. MODI &amp; MODI CONSTRUCTIONS HAVING ITS OFFICE AT 5-4-187/3 &amp; 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REPRESENTED BY ITS PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI</p>
			<p><b>GPA FOR PRESENTING DOCUMENTS</b> <u>VIDE DOC.NO. 12/BK/IV/2008, Dt. 29.03.2008:</u></p> <p>MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3&amp;4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.</p>
			<p><b>BUYER CUM REPRESENTATIVE:</b></p> <p>MRS. ANGADI VIJAYA LAKSHMI W/O. MR. ANGADI BHASKAR R/O. # H. NO. 1-24-253/1 PLOT NO. 32, SRI SAI NAGAR COLONY LOTHKUNTA, ALWAL TIRMALGIRI POST SECUNDERABAD - 500 015.</p>
			<p><b>BUYER</b></p> <p>MR. ANGADI MAHESH KUMAR S/O. MR. ANGADI BHASKAR R/O. # H. NO. 1-24-253/1 PLOT NO. 32, SRI SAI NAGAR COLONY LOTHKUNTA, ALWAL TIRMALGIRI POST SECUNDERABAD - 500 015.</p>

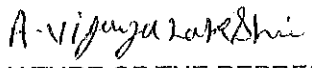
SIGNATURE OF WITNESSES:

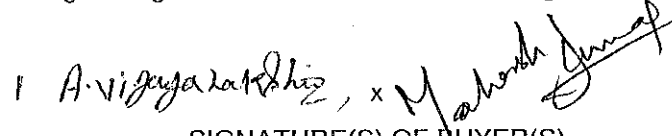
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For MODI & MODI CONSTRUCTIONS

  
SIGNATURE OF EXECUTANTS

I stand here with my photograph(s) and finger prints in the form prescribed, through my representative, Mrs. Angadi Vijaya Lakshmi as we cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

  
SIGNATURE OF THE REPRESENTATIVE

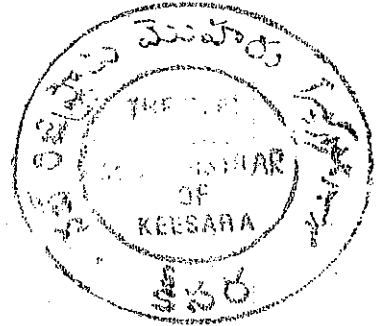
  
SIGNATURE(S) OF BUYER(S)

Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Sheet 7 of 11 Sheets

Signature of P. S. Reddy  
Registrar  
Keesara



VENDOR:


आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

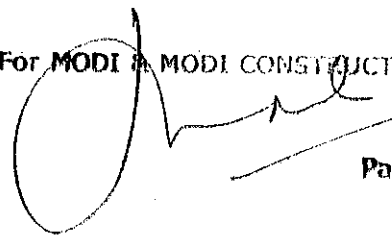
MODI AND MODI  
CONSTRUCTIONS

27/02/2004  
Permanent Account Number  
AAKFM7214N

Signature



For MODI & MODI CONSTRUCTIONS



Partner

स्थायी खाते संख्या / PERMANENT ACCOUNT NUMBER  
ABMPMG725H


नाम / NAME  
SOHAM SATISH MODI

पिता का नाम / FATHER'S NAME  
SATISH MANILAL MODI

जन्म तिथि / DATE OF BIRTH  
18-10-1969

Signature

मुख्य आयकर अधिकारी, अंध्र प्रदेश  
Chief Commissioner of Income-tax, Andhra Pradesh




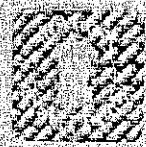
आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PRABHAKAR REDDY K  
PADMA REDDY KANDI

15/01/1974  
Permanent Account Number  
AWSPP8104E

Signature



*Prabhu Sengupta*

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Regular document number 8452 of year 2013

Sheet 8 of 11 Sheets

Signature of Joint Registrar  
Keesara



आयकर विभाग

INCOME TAX DEPARTMENT

सरकार भारत

GOVT. OF INDIA

MAHESH KUMAR A.V

B.R.A VARA

13/02/1981

Permanent Account Number

ANLPA9026A

*Mahesh Kumar*  
Signature

BUMER

In case this card is lost / found, kindly inform / reach to:  
Income Tax PAF Services Unit, IITD  
Plot. 16, Sector 11, CBD, Beasapur,  
Navi Mumbai - 409 614.

यदि इस कार्ड को खोया/पुनर्प्राप्त किया जाय, कृपया सूचित करें/संपर्क करें।  
आयकर सेवा इकाई: IITD  
प्लॉट नं. 16, सेक्टर 11, सीबीडी, बेसापुर,  
नवी मुंबई - 409 614.

*Mahesh Kumar*



Book - 1 CS Number 8902 of 2013 of SRO, Keesara

Regular document number 8452 of year 2013

Sheet 9 of 11 Sheets

Signature of Joint Sub Registrar  
Keesara





WITNESS



BUYER'S  
REPRESENTATIVE

భారత ప్రభుత్వం

భారత ప్రభుత్వం

Government of India

సమోచ సంఖ్య / Enrollment No. : 1111/15123/03394

సమోచ క్రమసంఖ్య/Enrolment No.: 1111/15123/03395

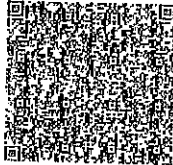
To  
Angadi Bhaskar  
అంగడి భాస్కర్  
S/O Late Angadi Sree Ramappa  
1-24-253/1 PLOT NO 32  
SRI SAI NAGAR COLONY  
NEAR LAKSHMI KALA MANDIR  
ALWAL LOTHUKUNTA  
SECUNDERABAD  
Hyderabad  
Andhra Pradesh - 500015  
9346352146

23/09/2011



UF2708564131IN

27085641



To :  
Angadi Vijaya Lakshmi  
(అంగడి విజయ లక్ష్మి)  
W/O ANGADI BHASKAR  
1-24-253/1 PLOT NO 32  
SRI SAI NAGAR COLONY  
NEAR LAKSHMI KALA MANDIR  
ALWAL LOTHUKUNTA  
SECUNDERABAD  
Hyderabad  
Andhra Pradesh - 500015

Date: 24/08/2011

Ref. No : 00002403-00063177-00042490



UA 04652923 6 IN

మీ సంఖ్య / Your Application No. :

మీ సంఖ్య / Your No. :

3962 7518 1641

9546 2111 7245

సామాన్యని హక్కు

సామాన్యని హక్కు



భారత ప్రభుత్వం

GOVERNMENT OF INDIA

అంగడి భాస్కర్  
Angadi Bhaskar



పుట్టిన సంవత్సరం / Year of Birth : 1948  
పురుషుడు / Male

3962 7518 1641



భారత ప్రభుత్వం

GOVERNMENT OF INDIA

అంగడి విజయ లక్ష్మి  
Angadi Vijaya Lakshmi  
పుట్టిన సంవత్సరం / Year of Birth : 1957  
స్త్రీ / Female



9546 2111 7245



సామాన్యని హక్కు

A. vijaya lakshmi

*Handwritten signature of Angadi Bhaskar*  
A. Bhaskar

Book - 1 CS Number 8902 of 2013 of SRO, Keesara  
Regular document number 3452 of year 2013  
Sheet 10 of 11 Sheets  
Signature of Joint Sub Registrar  
Keesara



WITNESS



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

M. MAHENDAR  
MALLESH MANDA  
20/07/1978  
Permanent Account Number  
AQAPM0412C

*M. Mahendar*  
Signature

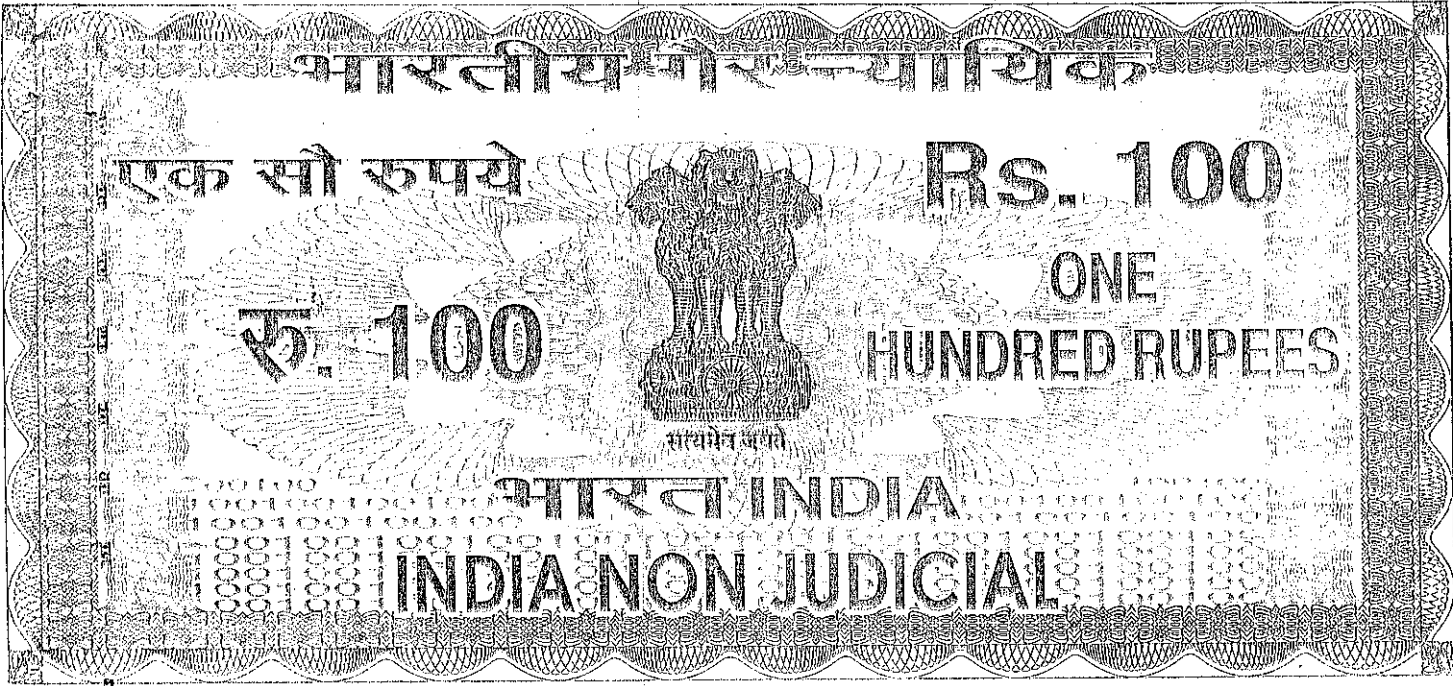
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*M. Mahendar*

Book - 1 CS Number 8902 of 2013 of SRO, Keesara  
Regular document number 8452 of year 2013  
Sheet 11 of 11 Sheets  
Signature of [Signature]  
Joint Sub Registrar  
Keesara





ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BA 175349

Sl.No. 5049, Dt. 19-07-2013, Rs.100/-

Sold to Mahendar A/S Sec

S/o.D/o.W/o. Mallesh

For Whom Modi & Modi Constructions, Sec

*(Handwritten mark)*

I. SRINIVAS

Licensed Stamp Vendor, L.No.15-29-020/2012,

P.No.14, RTC Colony, Chengicherla (V),

Ghatkesar (M), R.R.Dist.-500039.

Ph.No.9849338280.

**AGREEMENT FOR CONSTRUCTION**

This Agreement for Construction is made and executed on this the 16<sup>th</sup> day of November 2013 at S. R. O. Keesara, Ranga Reddy District by and between:

M/s. MODI & MODI CONSTRUCTIONS 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 Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 43 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

**AND**

1. Mrs. Angadi Vijaya Lakshmi, Wife of Mr. Angadi Bhaskar, aged about 56 years, Occupation: Housewife.
2. Mr. Angadi Mahesh Kumar, Son of Mr. Angadi Bhaskar, aged about 31 years, Occupation: Service, residing at # H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015. , 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 MODI & MODI CONSTRUCTIONS

*(Handwritten signature)*  
Partner

2 Mahesh Kumar

**WHEREAS:**

- A) The Builder is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts. forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135 & 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133, 136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
<b>Total Extent of Land</b>				<b>Ac. 6-28 Gts.</b>

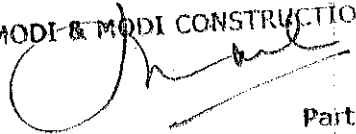
All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

- a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
- b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
- c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
- d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
- e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
- f. Shri M. Pranavanadham, S/o. Hanumath Rao
- g. Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

- B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Builder herein.
- C) The Builder is desirous of developing the Scheduled Land by constructing row / independent house thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007. The proposed project of development is styled as 'NILGIRI HOMES'.
- D) 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 house constructed thereon.

For MODI & MODI CONSTRUCTIONS



Partner

2 Mahesh J...

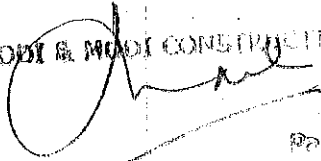
- E) The Buyer has purchased plot of land bearing plot no. 46, admeasuring 125 sq. yds. under a Sale Deed dated 16.11.2013 registered as document no. / 2013 in the Office of the S.R.O. Keesara, Ranga Reddy District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Land Development Charges with the Builder for construction of a house on the plot of the land.
- F) 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. 46 and also about the capacity, competence and ability of the Builder to construct the house thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.
- G) The Buyer is desirous of having a house constructed for him by the Builder on plot of land bearing no. 46 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the house.
- H) The Buyer as stated above had already purchased the plot of land bearing no. 46 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 16.11.2013 referred herein above are and shall be interdependent agreements.
- I) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the house and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

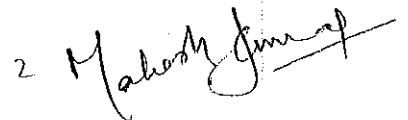
1. The Builder shall construct for the Buyer a deluxe bungalow admeasuring 1659 sq. sft. of built-up area on plot of land bearing plot no. 46 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for an amount of Rs. 23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand Only).
2. The Buyer already paid an amount of Rs.10,35,000/-(Rupees Ten Lakhs Thirty Five Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
3. The Buyer shall pay to the Builder the balance amount of Rs.13,05,000/- (Rupees Thirteen Lakhs and Five Thousand Only) in the following manner:

Installment	Amount	Due date for payment
I	Rs. 6,05,000/-	16.11.2013
II	Rs. 5,00,000/-	On completion of flooring, windows, bathroom tiles & 1st coat of paint.
III	Rs. 2,00,000/-	On Completion

For MODI & MODI CONSTRUCTIONS



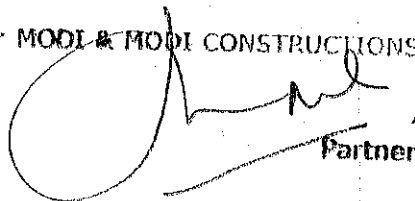
Partner

1  
2 



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. In case the Scheduled House is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in above. The Buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder as to completion of the Scheduled House, notwithstanding the installments and due dates mentioned above.
6. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour 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.
7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 46 to the Builder for the purpose of construction of the house.
8. The Builder shall construct the house 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.
9. 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.
10. The Builder shall complete the construction of the house and handover possession of the same on or before \_\_\_\_\_, 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 house 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 MODI & MODI CONSTRUCTIONS

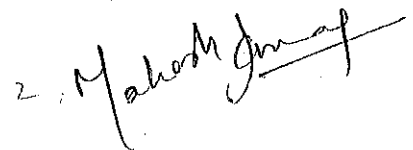
  
Partner

1  
2' Mahesh Jangra

11. The Builder upon completion of construction of the house 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 house 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.
12. The Buyer upon taking possession of the house 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.
13. 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 house.
14. The Buyer shall not be allowed to alter any portion of the house 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 2020 and all the houses in the project of Nilgiri Homes shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
15. The Builder shall deliver the possession of the completed house 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.
16. 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 Nilgiri Homes project.
17. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the house nor shall the Buyer make any additions or alterations in the house without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Nilgiri Homes Project.
18. 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 Nilgiri Homes 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.

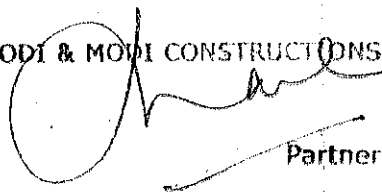
For MODI & MODI CONSTRUCTIONS

  
Partner

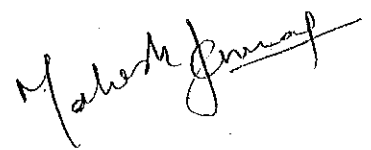
1  
2. 

19. The Builder shall have the right to construct other houses and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Nilgiri Homes 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 Nilgiri Homes shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective houses without any hindrance or objection of any kind whatsoever.
20. 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 house under this agreement, or the sale deed, and/or the agreement for Land development charges.
21. 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.
22. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Homes Project and shall abide by its rules. Until the society / association is formed the Buyer 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. If the Buyer ever fails to pay maintenance charges for his/her house, the association shall be entitled to disconnect and stop providing all or any services to the scheduled house including water, electricity, etc. The Buyer shall pay a sum of Rs. 40,000/- & 60,000/- for row houses & independent houses respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.
23. 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.
24. 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 house 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.

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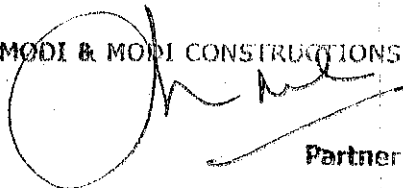
  
Partner

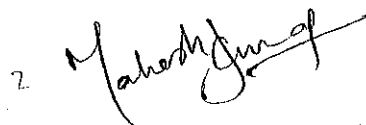
2



25. 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 house. 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.
26. That the Buyer or any person through him shall keep and maintain the house 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 Nilgiri Homes. 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 house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under law.
27. 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.
28. 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.
29. 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.
30. 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 MODI & MODI CONSTRUCTIONS

  
Partner

1  
2 

**SCHEDULED PLOT**

- a) All that piece and parcel of land bearing Plot No. 46 admeasuring about 125 sq. yds. forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbor's land

**AND**

- b) All that deluxe bungalow admeasuring 1659 sft. of built-up area to be constructed on the above said plot no. 46 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

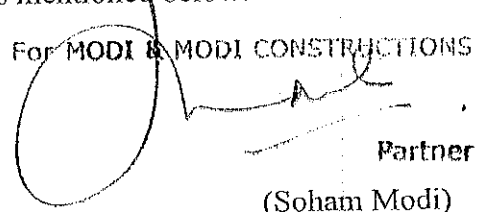
IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

2.

For MODI & MODI CONSTRUCTIONS



Partner

(Soham Modi)  
BUILDER

BUYER.

2 Mahesh Kumar

ANNEXURE – A

**SPECIFICATIONS :**

Item	Semi-Deluxe Villa	Deluxe Villa
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
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 within MS banister	MS railing within 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
Bathrooms	7' dado	7' dado with designer tiles
Water supply	24 hr water supply through community tank with 2,000 lts individual overhead tank in each villa. Separate drinking water connection in kitchen.	24 hr 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 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Changes 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 MODI & MODI CONSTRUCTIONS

(SOHAM MODI)  
BUILDER

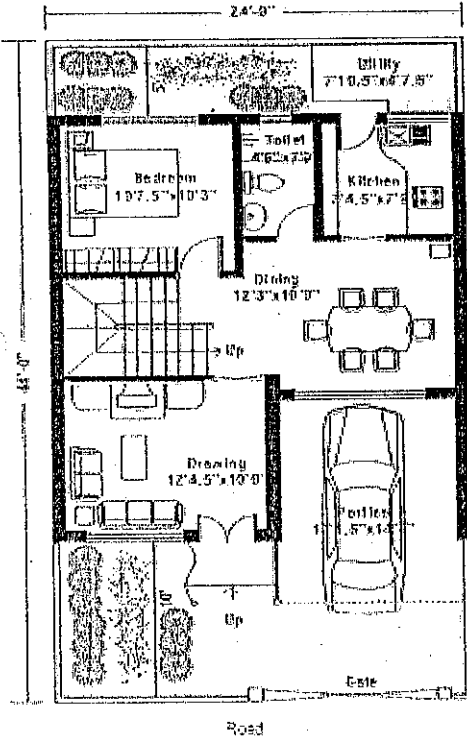
Partner

2.

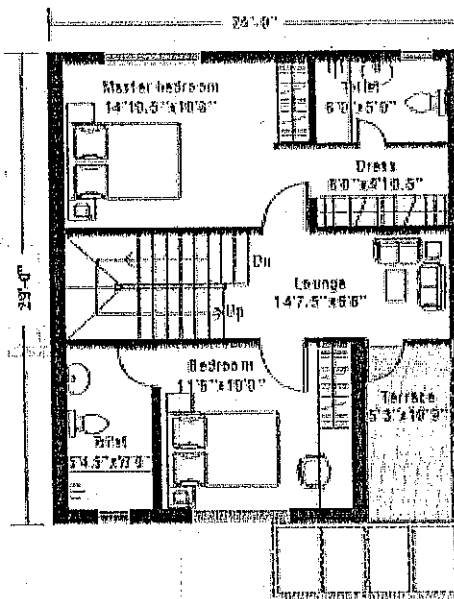
BUYER

ANNEXURE - B

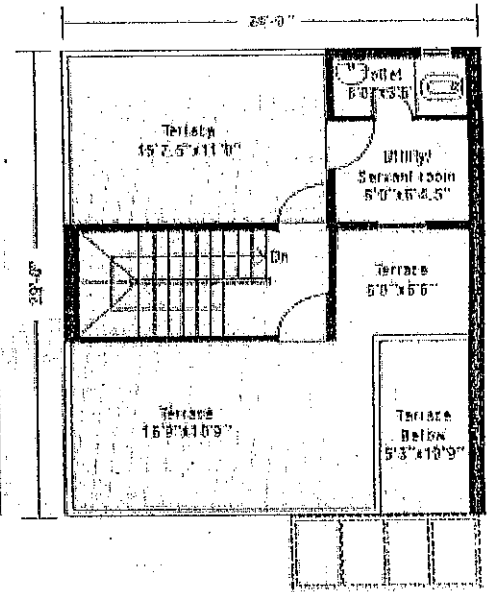
PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 46 ADMEASURING 1659 SFT. OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN



TERRACE FLOOR PLAN

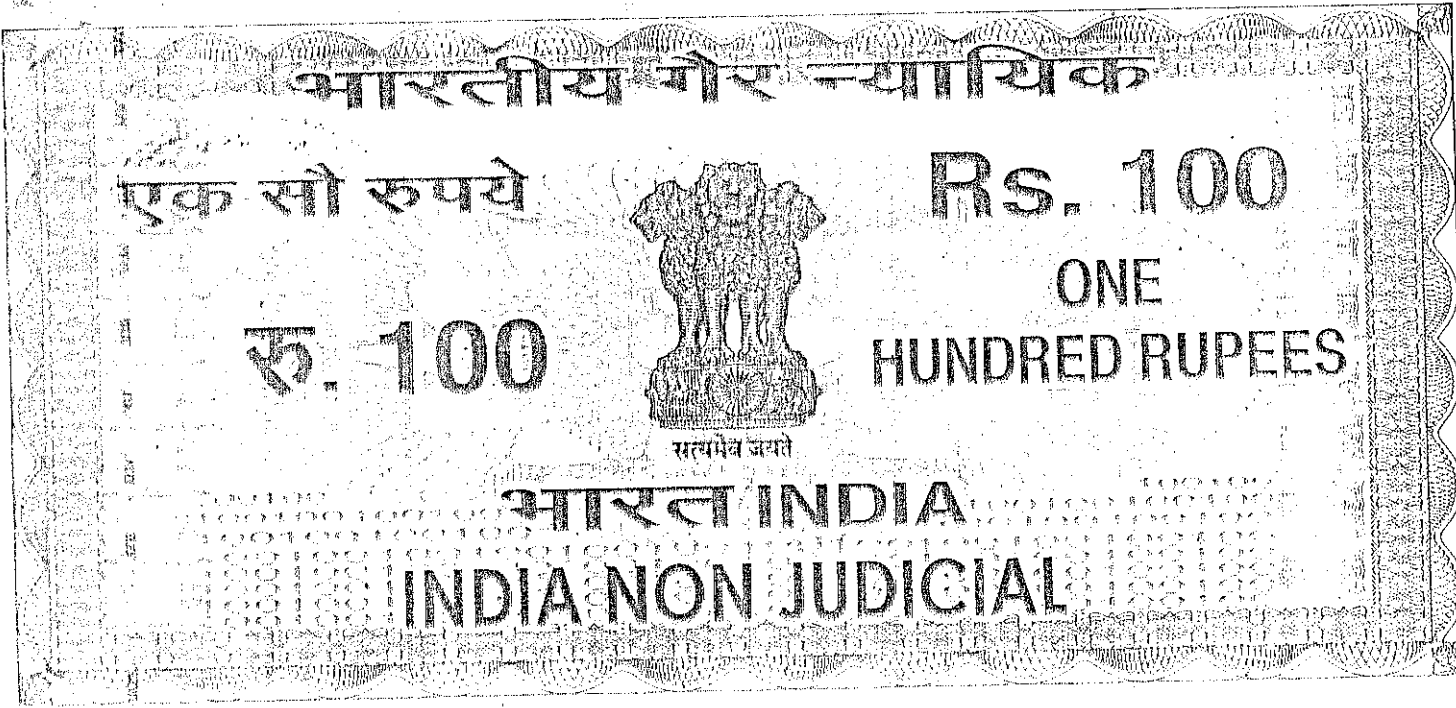
GROUND FLOOR AREA	601.00 SFT
FIRST FLOOR AREA	640.00 SFT
HEAD RM-SERVANT-TOILET AREA	220.00 SFT

For MODI & MODI CONSTRUCTIONS

*(Signature)*  
Partner

(SOHAM MODI)  
BUILDER


2 *(Signature)*  
BUYER



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AY 933060

S.No. 17560 Dt.30-10-2012 Rs.100/-  
Sold to : Sri. Ramesh S/o Narsing Rao, R/o Hyd.  
For Whom: Modi & Modi Construction, Hyd

  
K. GIRIBABU  
LICENCED STAMP VENDOR  
LIC.No. 16-02-30/1998  
REN. No, 16-02-08/2010  
Sub-Bapunagar, Amberpet, Hyd-13  
CELL No. 9989259839

AGREEMENT OF SALE

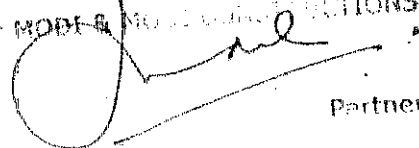
This Agreement of Sale is made and executed on this the 25<sup>th</sup> day of February 2013 at Secunderabad by and between:

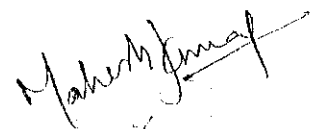
M/S. MODI & MODI CONSTRUCTIONS a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad -- 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 43 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

Mr. Angadi Vijaya Lakshmi, wife of Mr. Angadi Bhaskar aged about 56 years, Mr. Angadi Mahesh Kumar, son of Mr. Angadi Bhaskar aged about 31 years, residing at H. No. 1-24-253/1, Plot No. 32, Sri Sai Nagar Colony, Lothkunta, Alwal, Tirmalgiri Post, Secunderabad - 500 015. , hereinafter referred to as the Vendee (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

FOR MODI & MODI CONSTRUCTIONS

  
Partner



A. Vijaya Lakshmi



**WHEREAS:**

A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts. forming part of Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135, 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133, 136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
<b>Total Extent of Land</b>				<b>Ac. 6-28 Gts.</b>

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

- Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
- Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
- Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
- Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
- Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
- Shri M. Pranavanadham, S/o. Hanumath Rao
- Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Vendor herein.

C) The Vendor is desirous of developing the Scheduled Land by constructing row / independent bungalow thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007. The proposed project of development is styled as 'NILGIRI HOMES'.

D) The Vendor proposes to develop the Scheduled Land by constructing about 95 row houses / independent houses 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 proposed houses 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.

For MODI & MODI CONSTRUCTIONS

  
Partner

\* Mahesh Kumar  
A. Vijaya Lakshmi

- E) The Vendor in the scheme of the development of Nilgiri Homes has planned that the prospective buyers shall eventually become the absolute owners of the identifiable land (i.e., plot of land) together with row houses / independent house 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 house. 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 house.
- F) 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. 46 and also about the capacity, competence and ability of the Vendor to construct the houses thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.
- G) The Vendee is desirous of purchasing a plot of land together with a house to be constructed thereon as detailed below in the project Nilgiri Homes and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of Bungalow	Built-up Area	Portico Area	Terrace Area	Total Area
46	125 Sq. yds.	Deluxe	1461 sft	142 sft	56 sft	1659 sft

- H) The Vendee has made a provisional booking vide booking form No. 1466 dated 20.02.2013 for the above referred house and has paid a booking amount of Rs. 25,000/- to the Vendor.
- I) 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.

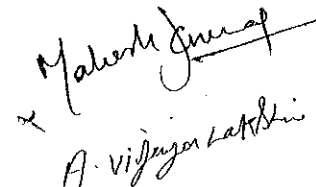
NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

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 125 sq. yds. bearing plot no. 46 in NILGIRI HOMES situated at Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District together with a Row / Semi detached / Detached house 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 house to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 39,00,000/- (Rupees Thirty Nine Lakhs Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 15,60,000/-
B.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 23,40,000/-
C.	Total sale consideration (A+B)	Rs. 39,00,000/-

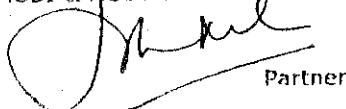
FOR MODI & MODI CONSTRUCTIONS

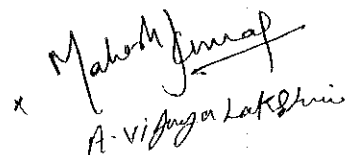
  
Partner

  
A. Vijayar Lakshmi

8. 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.
9. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I, II and III installments aggregating to Rs. 31,75,000/-.
10. 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.
11. 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 house under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.
12. 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 house thereon and for providing other amenities which are part and parcel of the Nilgiri Homes Project. The Vendor shall re-deliver the possession of the completed house 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.
13. That the Vendor agrees to deliver the Scheduled Property completed in all respects to the Vendee on or before 01.09.2013 with a further grace period of 6 months.
14. That the Vendee shall enter into a separate agreement with the Vendor for construction of the house 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.
15. 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 house 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 house in the Scheduled Plot.
16. That the name of the project which is styled by the Vendor as 'NILGIRI HOMES' shall always be called as such and shall not be changed.

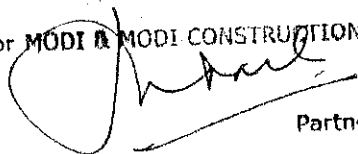
For MODI & MODI CONSTRUCTIONS

  
Partner

x   
A-Vijaya Lakshmi

17. That the Vendee shall not be allowed to alter any portion of the house 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 2020 and all the houses in the project of Nilgiri Homes shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections. The Vendee shall not be permitted to install grills collapsible gates, shutters that may change the external appearance of the house. The Vendee shall not be permitted to install any temporary structures in the terrace or balconies that may alter external appearance of the house.
18. 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.
19. 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 Nilgiri Homes 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.
20. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable assess, 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 Nilgiri Homes project and in respect to the Scheduled Property and also the adjoining areas.
21. 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.
22. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the house nor shall the Vendee make any additions or alterations in the house without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Nilgiri Homes Project.
23. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Homes 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. If the Vendee ever fails to pay maintenance charges for his/her house, the association shall be entitled to disconnect and stop providing all or any services to the scheduled house including water, electricity, etc. The Vendee shall pay a sum of Rs. 40,000/- & 60,000/- for row houses & independent houses respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments

For MODI & MODI CONSTRUCTIONS


  
Partner

x Mahesh Jumar  
A. Vijayar Lakshmi

24. That the Vendee or any person through him shall keep and maintain the house 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 Nilgiri Homes. 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 house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under any law.
25. 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.
26. 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.
27. 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.
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.

For MODI & MODI CONSTRUCTIONS

  
Partner

  
x  
A Vijayalakshmi

**SCHEDULED PROPERTY**

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 46 admeasuring about 125 sq. yds. forming part of Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto (as Annexure I), bounded on:

North	Plot No. 47
South	Plot No. 45
East	30' wide road
West	Neighbour's land

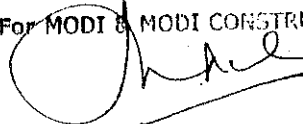
AND

- b) ALL THAT ROW HOUSE admeasuring 1659 sq. ft. of built-up area to be constructed on the above said plot no. 46 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 MODI & MODI CONSTRUCTIONS  
  
Partner

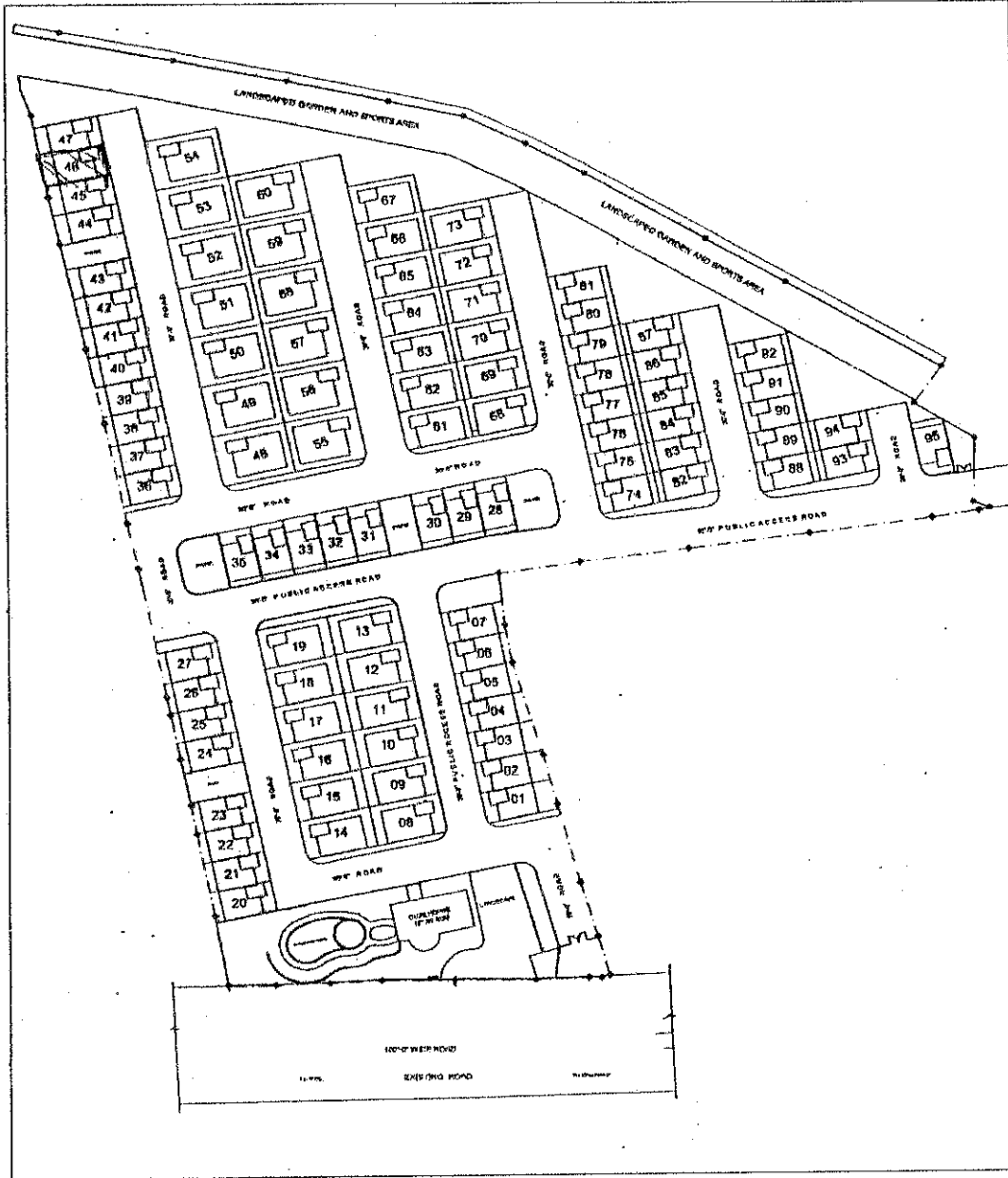
(Soham Modi)  
VENDOR

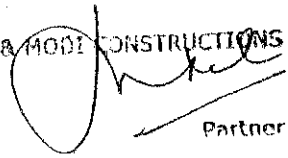
2.

  
VENDEE  
Mahesh Kumar A.V.  
A. Vijaya Lakshmi

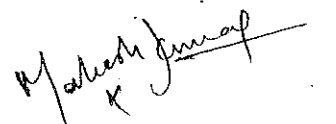
ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 46 ADMEASURING ABOUT 125 SQ.YDS. (MARKED IN RED) IN NILGIRI HOMES, FORMING A PART OF SURVEY NO. SY. NO. 128, 129, 132-136 SITUATED AT RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY DISTRICT.



For MODI & MODI CONSTRUCTIONS  
  
 Partner

(SOHAM MODI)  
 VENDOR

  
 VENDEE  
 Mahesh Kumar A.V.

ANNEXURE - II

SPECIFICATIONS :

Item	Semi-Deluxe Villa	Deluxe Villa
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
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 within MS banister	MS railing within 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
Bathrooms	7' dado	7' dado with designer tiles
Water supply	24 hr water supply through community tank with 2,000 lts individual overhead tank in each villa. Separate drinking water connection in kitchen.	24 hr water supply through community tank with 2,000 lts individual overhead tank in each bungalow. Separate drinking water connection in kitchen.
<p><u>Note:</u></p> <ol style="list-style-type: none"> <li>1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles &amp; sanitary fittings shall be provided.</li> <li>2. Changes to external appearance and colors shall not be permitted.</li> <li>3. Fixing of grills to the main door or balconies shall not be permitted.</li> <li>4. Change of doors or door frames shall not be permitted</li> <li>5. Changes in walls, door positions or other structural changes shall not be permitted.</li> <li>6. Only select alterations shall be permitted at extra cost.</li> <li>7. Specifications / plans subject to change without prior notice.</li> </ol>		

For MODI & MODI CONSTRUCTIONS

  
Partner

(SOHAM MODI)  
VENDOR

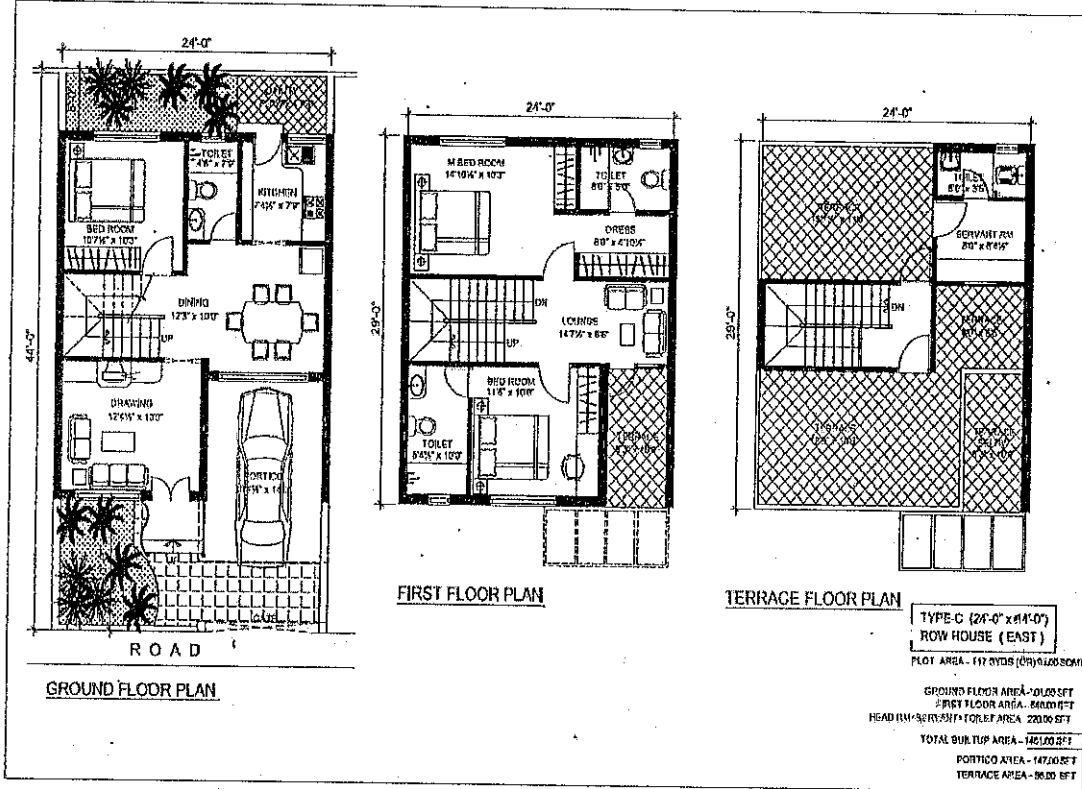
  
x

VENDEE  
Mahesh Kumar A.V



ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 46 ADMEASURING  
1659 SFT. OF BUILT-UP AREA.



For MODI & MODI CONSTRUCTIONS

*(Signature)*  
Partner

(SOHAM MODI)  
VENDOR

*(Signature)*  
x *(Signature)*

VENDEE  
Mahesh Kumar A.V

# MODI & MODI CONSTRUCTIONS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 040-66335551

Date: 12-03-2014

To,  
Mrs. Angadi Vijaya Lakshmi & Mr. Angadi Bhaskar  
C/o. Mr. Angadi Bhaskar  
H. No. 1-24-253/1, Plot No. 32,  
Sri Sai Nagar Colony, Lothkunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

## REMINDER NOTICE

Dear Sir,

You have entered in to a sale agreement dated 25-02-2013 for the purchase of bungalow no. 46 in our project known as 'Nilgiri Homes' at Survey No. 128, 129, 132-136, Rampally, Keesara mandal, Hyderabad.

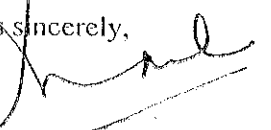
As per the terms of the agreement of sale, the 3<sup>rd</sup> Installment of Rs.6,46,590/- was due on 31-03-2013, the 4<sup>th</sup> Installment of Rs. 5,75,000/- was due on 01-04-2013 and the 5<sup>th</sup> Installment of Rs.2,00,000/- was due on 01-05-2013.

Despite repeated reminders you have not come forward to pay this amount. You are hereby requested to pay the above installments within 7 days of receiving this notice, thereafter the Sale Agreement will stand cancelled and the payments made by you will be forfeited.

Please note that as per our terms you shall be liable to pay interest on delayed payments.

Thank You.

Yours sincerely,

  
**SOHAM MODI,**  
Partner.

M.No. 46

BLAD GANNHIMBAR SD (500000)  
A RNCB97422343M  
Counter No:1, DP-Codes:CR  
To: A VIJAYA LAKSHMI,  
TRIPULCHERRY H.O. PIN:500015  
From: MODI, HYDR  
46:20grams,  
Amt:25.00, 13/03/2014, 11:33  
<<Track on www.indiapost.gov.in>>

आर.पी. - R.P. 54

भारतीय डाक विभाग  
DEPARTMENT OF POSTS - INDIA  
पावती / ACKNOWLEDGEMENT

पंजीकृत पत्र / पार्सल प्राप्त हुआ  
Received Registered Letter / Parcel / .....

क्रमांक / No तारीख / Dated का / of

बीमा का मूल्य रूपयों में  
Insured for Rupees *Angadi Vijaya Lakshmi*

पत्रक की क्रमांक / NO. 1. - 24-253/1. Part NO. 32  
Addressed to *Sri Sai Nagar Colony, Wethkunta*

*Alwar, Tijumalsiri Post*

वितरण डाकघर का तारीख - मोहर  
Date-Stamp of Office of delivery

को / On  
हस्ताक्षर और नाम / Signature and Name

\* यदि लागू हो तो काट दें।  
\* Strike out if not relevant.



# MODI & MODI CONSTRUCTIONS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 040-66335551

9

Date: 18-02-2014

To,  
Mrs. Angadi Vijaya Lakshmi & Mr. Angadi Mahesh  
H. No. 1-24-253/I, Plot No. 32,  
Sri Sai Nagar Colony, Lothikunta,  
Alwal, Tirmalgiri Post,  
Secunderabad - 500 015.

## REMINDER NOTICE

Dear Sir,

You have entered into a Sale Agreement dated 25-02-2013 for the purchase of Bungalow No. 46 in our project known as 'Nilgiri Homes' at Survey No. 128, 129, 132-136, Rampally, Keesara mandal, Hyderabad.

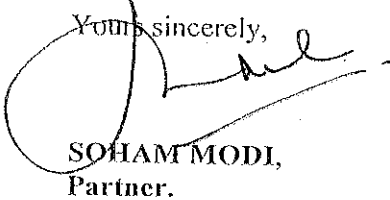
As per the terms of the Sale Agreement the 3<sup>rd</sup> Installment of Rs. 6,46,590/- was due on 31-03-2013, 4<sup>th</sup> Installment of Rs. 5,75,000/- was due on 01-04-2013 and the 5<sup>th</sup> Installment of Rs. 2,00,000/- was due on 01-05-2013.

Despite repeated reminders you have not come forward to pay this amount. You are hereby requested to pay the above installments within 7 days of receiving this notice, thereafter the Sale Agreement will stand cancelled and the payments made by you will be forfeited.

Please note that as per our terms you shall be liable to pay interest on delayed payments.

Thank You.

Yours sincerely,



SOHAM MODI,  
Partner.

M/M. 4b



Recipient: FLAD GWANTHAKAR 50  
A FMS39712773 IN  
Gender Mail, Q-Code: QR  
To: A VISAYA LAKSHMI MA, 1-24-253/1  
WIMLIMERRY H O, PIN: 500015  
From: MBI PROPERTIES, SECTOR-3  
Wazirpur,  
Amt: 25.00 , 20/02/2014 , 10:27  
(Have a nice day)

आर.पी. - R.P. 54

भारतीय डाक विभाग  
DEPARTMENT OF POSTS - INDIA  
पावती / ACKNOWLEDGEMENT

पंजीकृत पत्र / पार्सल प्राप्त हुआ  
Received Registered Letter / Parcel /

क्रमांक / No

तारीख / Dated

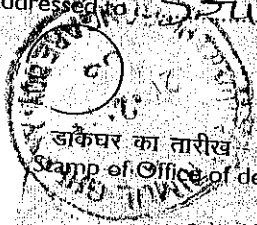
का / of

बीमा का मूल्य रूपयों में  
Insured for Rupees

प्राप्तकर्ता  
Addressed to

Addressed to

Mrs. Anjali Vijaya Lakshmi  
H.No. 1-24-253/1 Plot No. 32,  
Sri Sai Nagar Colony,  
Sai-bad



डाकघर का तारीख - मोहर  
Stamp of Office of delivery

On A. Vijaya Lakshmi  
हस्ताक्षर और नाम / Signature and Name

दि लापुन हो तो काट दें।  
Strike out if not relevant.

mm, 46

# MODI & MODI CONSTRUCTIONS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.

Phone: 040-66335551

Date: 18-12-2013

Dear Customer,

You may be aware that your villa is nearing completion.


If you wish to make any minor **additions or alterations** to the villa that you have booked, we request you to visit the site during office hours **between 20-12-2013 to 31-12-2013**. We also request you to finalize **details like color of walls, bathroom tiles etc.** during your visit to the site. Our site engineers will make note of these details.

For your convenience we request you to take prior appointment so that our engineers can give you their undivided attention. You may contact Mr. K. Yadagiri (Project Manager) or by email at [mnm@modiproperties.com](mailto:mnm@modiproperties.com).

In case you fail to contact us during the above mentioned period, we shall assume that no changes are required, and your villa will be completed as per the standard specifications mentioned in the brochure.

Thank You.

Yours sincerely,  
For Modi & Modi Constructions

  
(Authorised Signatory)

Please refer to the notes given over leaf.

**Notes:**

1. Working and electrical drawing for your flat have been enclosed for your reference.
2. Select materials that you may choose to provide like tiles, marble, sinks, etc. must be handed over at our site before 01-01-2014
3. Changes to external appearance and color shall not be permitted.
4. Fixing of grills & gates to the main door / balcony shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. You may provide your own flooring tiles, bathroom tiles, CP & sanitary fittings and they shall be installed by us.
7. Additional shelves & lofts shall not be permitted.
8. Charges & Refunds will be as follows:

**No charge for:**

- Choice of two colours for walls; one colour for doors & door frames.
- Choice of two combinations for bathroom tiles.

**Non standard items to be supplied by the buyer & installed free of cost:**

- Hardware.
- C.P & Sanitary ware.
- Flooring tiles or marble.
- Kitchen platform - granite / marble.
- Bathroom tiles.

**Extra charges shall be payable for:**

- Extra Electrical Points / Switch Boards / Sockets / Switches
- Additional kitchen Platform with granite & dado.
- Rounding / polishing of granite platform.
- Exhaust Hole in bathroom.

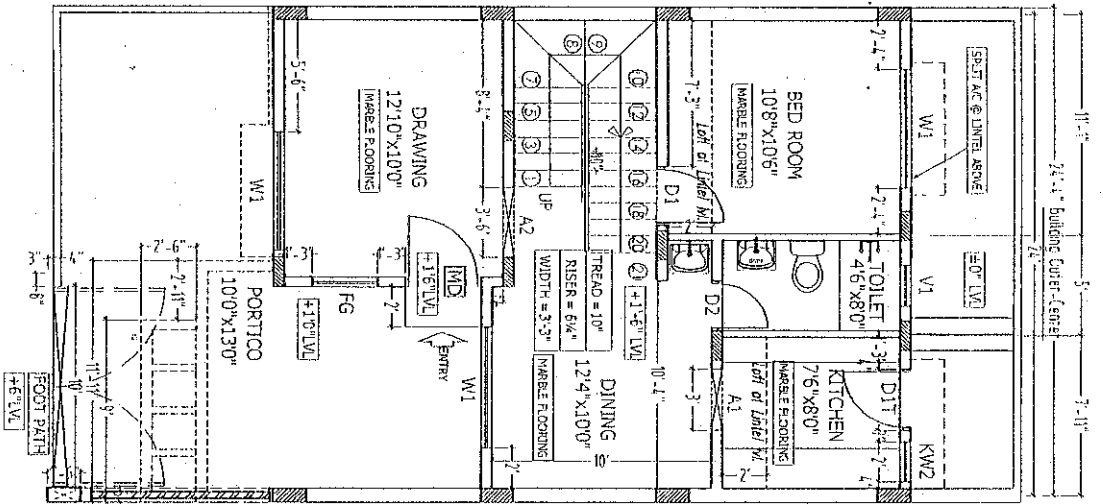
**Refund / Charges for upgrade or downgrade or substitutions shall be applicable for:**

- Kitchen & Bathroom tiles.
- Flooring: Tiles / Marble.
- CP Fittings.
- Sanitary ware & Bath tubs.
- Doors & Hardware.
- Kitchen Sink.
- Civil work.

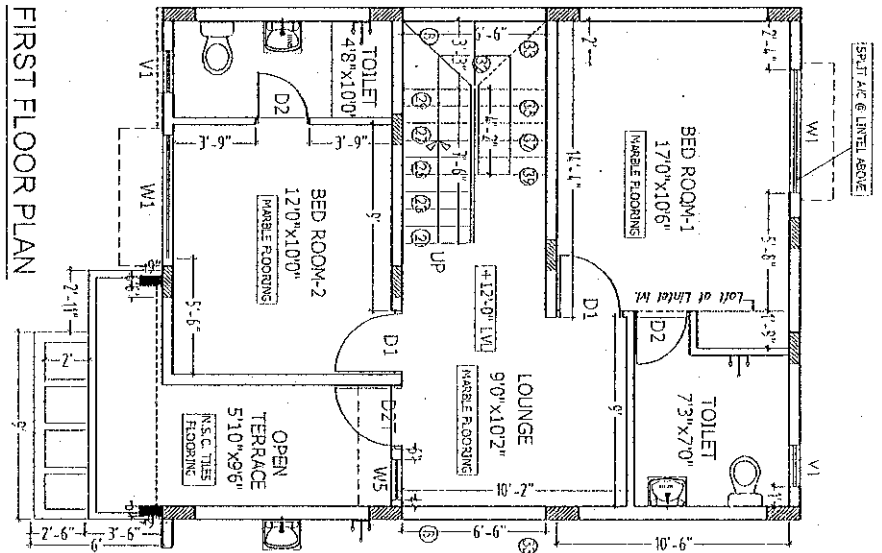
**No refunds shall be made for:**

- Kitchen Platform.
- Electrical - wires or switches.
- Civil work.

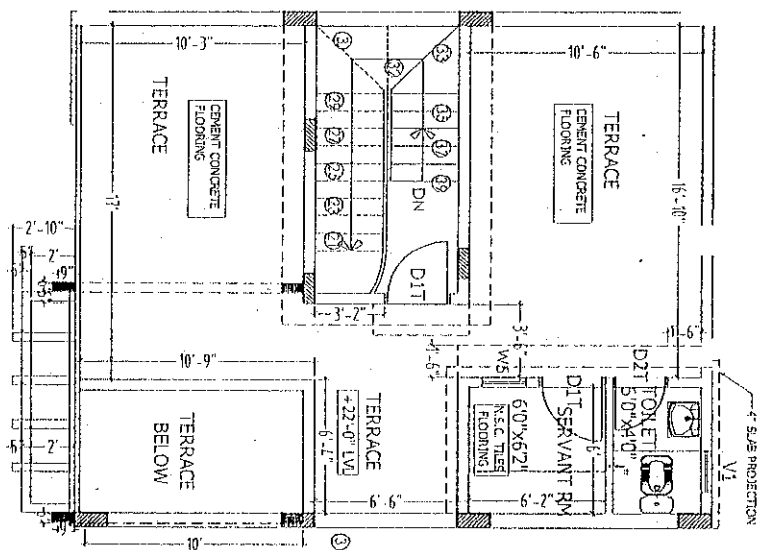




GROUND FLOOR PLAN



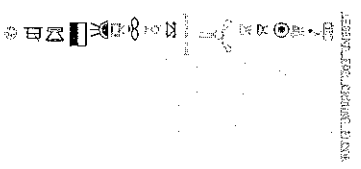
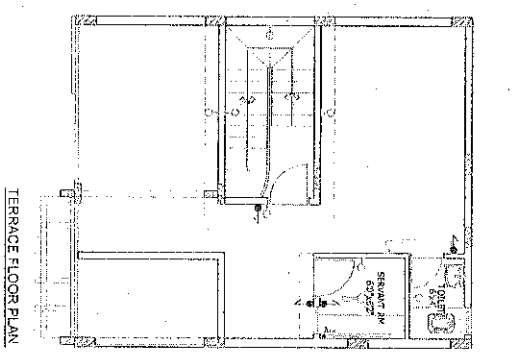
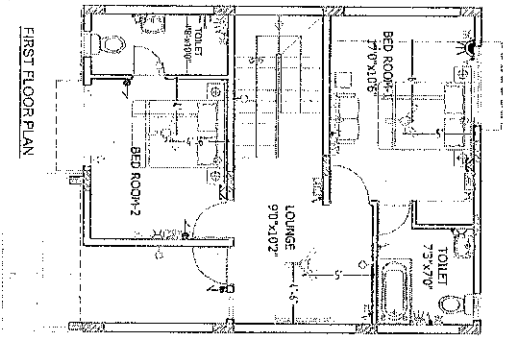
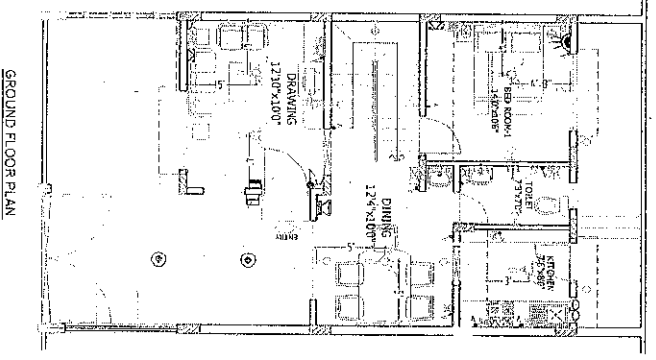
FIRST FLOOR PLAN



TERRACE FLOOR PLAN

Description	ROW HOUSE - EAST	
	WORKING PLAN	
Direction		
	Owners & Developers :	Modi & Modi Constructions
Date :	Project Name & Phase :	Modi Properties & Investments Pvt. Ltd.
	Prepared By :	Soham Modi
Scale :	Approved By :	N.T.S
	Promoted by	Phone: +91-40-66335551

46



Description		Direction	
KOWHOUSE - EAST ELECTRICAL PLAN			
Owners & Developers :		Date :	
Modi & Modi Constructions		10.12.2009	
Project Name & Phase :		Prepared By :	
N - ti Homes		M.N.Laxmi	
		Approved By :	
		Soham Modi	
		Scale :	
		N.T.S	
		Promoted by	
		Modi Properties & Investments Pvt. Ltd.	
		Phone: +91-40-66335551	

2013-12-20 10:35:35

apabila ada  
KANTOR PERUSAHAAN SD (500050)  
A: PINJARAN 582771 IN  
Counter No.1, OP-Codes:FR  
To:HEAD HANAR,  
TRINLEBENY H O, PIN:500115  
From:SDI PROPERTIES, HYD  
W/L:3grams,  
Ans:30.00 , 20/12/2013 , 10:35  
<Have a nice day>

M.N.09  
A-46



ఆంధ్రప్రదేశ్ ప్రభుత్వము  
GOVERNMENT OF ANDHRA PRADESH

పట్టు రిజిస్ట్రేషను స్వీకృతి  
ACKNOWLEDGEMENT OF REGISTRATION OF FIRM

1932 బారత బాగనాన్య వ్యవస్థ చట్టపు 58(1)వ క్లియర్ అనుబంధం నేరయంబ  
బడిన వివరణ అందినట్లు ఆంధ్రప్రదేశ్ పట్టు రిజిస్ట్రారు ఐదుమూలముగా  
తెలుపుచున్నాడు.

The Registrar of Firms, Andhra Pradesh hereby acknowledges the receipt of  
the statement prescribed by section 58(1) of the Indian Partnership Act, 1932.

ఆ వివరణ దాఖలు చేయబడినది పట్టు యొక్క పేరు  
ఆంధ్రప్రదేశ్ పట్టు రిజిస్ట్రారు ను వై. చంద్రారావు నందు 19  
సంవత్సరపు సంఖ్య గల పట్టు గల రిజిస్ట్రారు నమోదు చేయబడినది.

The statement has been filed and the name of the firm M. G. & M. G.  
CONSTRUCTIONS, M.G. Road, Secunderabad.  
has been entered in the register of Firms as No. 640 of 12.20043. at  
Hyderabad (A.P.)

వై. చంద్రారావు, ఆంధ్ర  
Hyderabad (A.P.)  
38



V. Chandrababu Naidu  
Registrar of Firms  
Hyderabad

Dated the 24 day of March 19XX 20043

# MODI & MODI CONSTRUCTIONS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 66335551

## Letter of confirmation

To, A. ~~Atchann~~ Mahesh Kumar

Date: 20/02/13

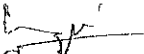
Sub.: Offer for payment of stamp duty, registration charges & VAT.  
Ref.: Your booking for villa no. A-66 in our project known as 'Nilgiri Homes' at Survey No. 128, 129, 132-136, Rampally, Keesara mandal, Hyderabad, vide booking form no. 1463 dated 31/01/13

Dear Sir/Madam,

This is to confirm that we shall pay the cost of stamp duty and registration charges of the sale deed (excluding registration charges for Agreement for construction) for your bungalow referred to above. We further confirm that the applicable VAT for your bungalow shall also be paid by us. All other terms and conditions mentioned in the booking form, agreement of sale, etc., shall continue to be in force.

Thank You.

Yours sincerely,

  
A. Gopi  
Manager - Sales.

Confirmed & Accepted

Signature: 

Name: Dr. Bhanu Kumar

Date: 21/02/13

# MODI & MODI CONSTRUCTIONS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

To,  
Mr. Angadi Bhaskar  
H. No. 1-24-253/1,  
Srisai Nagar Colony,  
Plot No. 32,  
Lothkunta, Alwal,  
Secunderabad - 500 015.

Date: 07.02.2013

Sub.: Provisional booking for villa no. 46 in our project known as 'Nilgiri Homes' at Survey No. 128, 129, 132-136, Rampally, Keesara Mandal, Hyderabad', vide booking form no. 1463 dated 31.01.2013.

Dear Customer,

Thank you for having made a provisional booking for the above referred bungalow in our project.

In case you are availing a housing loan for this bungalow, you are required to make a housing loan application within 15 days of booking and intimate us about the approval for housing loan received within 30 days from the date of booking.

You are requested to contact our Customer Relations Team for completing the formalities of housing loan, agreements, sale deeds, payments, etc. and they shall help you coordinate with the housing finance companies for the approval and release of the housing loan.

Contact:

Head Office:

+91-040 66335551

Mr. K. Krishna Prasad, Manager - Customer Relations:

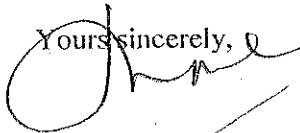
+91-9989699536

Mr. Ch. Venkatramana Reddy, Asst-Manager - Customer Relations: +91-9393381666

Please refer to the notes about housing loan, sale agreement and payment terms given overleaf.

Thank You.

Yours sincerely,



**Soham Modi**  
Managing Partner.



**DTDC COURIER & CARGO LIMITED**

Regd. Office: DTDC House, No:3, Victoria Road, Bangalore-560047

Origin: \_\_\_\_\_ Destn: \_\_\_\_\_

Booking Franchise/ Branch Name /Code Address

TEL: 2754011111  
M.G. ROAD,  
HYDRABAD

CN No:



H13433286

dtcd lite

CN Expiry Dt.

For Franchise / DTDC Courier &amp; Cargo Ltd. Declaration of Contents Value

Dt. / Time

Consignor Name &amp; Address.

Medi Properties  
Pin: \_\_\_\_\_

Tel: \_\_\_\_\_

Documents Enclosed		No of Pcs	Gross Wt.	Length x Breadth x Height	Vol.Wt.
Yes	No				
Dox	N.Dox	Express	Air Cargo	Surface Cargo	CASH <input type="checkbox"/> CREDIT <input type="checkbox"/>

Consignee Name &amp; Address.

Sugadi Bhaskar

Tel: \_\_\_\_\_

see Pin: \_\_\_\_\_

Chargeable Weight	
Amount	
Risk Surcharge 2%	
Service Tax	
Total Amount	

Rs. in words.

Channel Partner Service Tax No.

**BOOKING OF CURRENCY/JEWELLERY IS BANNED**  
 No claim shall be entertained by DTDC for any loss or damage, non-delivery breakage, leakage, pilferage etc. of the shipment unless a written claim is lodged within 30 days from the date of booking, subject to having paid risk surcharge of 2% on declared / invoice value.  
 Movement liability for any loss or damage is to the extent of Rs. 100/- only if not covered under Risk Surcharge.

accept the above terms and conditions and those set forth on the reverse of the Consignor's copy of this non-negotiable consignment and warrant that the information contained on this is true and correct. This consignment does not contain any cash equivalent / contraband.

Consignor Signature \_\_\_\_\_ Date: 9/12 Time \_\_\_\_\_  
 Yes  No

**PRIME TIME PLUS (PTP) DELIVERY**  
 For any Customer Service Support please dial PAM india common num 33004444 by prefixing the STD code

Please use our Prime Time Plus (PTP) services to get time sensitive consignment delivered within 12 Hours of next business day. TO & FROM ALL MAJOR METROS



SEND TO DTDC CONSIGNED TO BY DTDC TRACKING  
 VISIT US AT WWW.DTDC.COM OR E-MAIL us@dtcd.com

Consignor Copy

POSTAGE AND TELEGRAPH OFFICE

POSTAGE



POST OFFICE BAGAR SO <500000>  
A PIN: 500000

Counter No: 1, OP-Code: 01R

TONGADI BAGAR,

TEJALBERRY H O, PIN: 500015

PROCEEDI PROPERTIES, HYD

Wt: 30 grams,

Am: 30.00, 20/12/2013, 10:35

<Have a nice day>

M.N.M

A-46



(Owned & Developed by Modi & Modi Constructions)  
 Sy. No. 126,129, 132-136,  
 Rampally, Keesara Mandal,  
 Hyderabad.  
 Phone: +91-40-64530888



**MODI**  
 PROPERTIES &  
 INVESTMENTS PVT. LTD.  
 5-4-187/3 & 4, II floor, M. G. Road  
 Secunderabad - 500 003.  
 Phone : +91-40-66335551  
 Fax : +91-40-27544058  
 Email : info@modiproperties.com

**BOOKING FORM**

No. 1466

Name of Purchaser:		Angadi Mahesh Kumar			
Name of father/spouse:		Angadi Chaghar		Age	31 yrs
Address:		H.No - 1-24-203/1 S. Jagananna Colony plot no - 22 Lakshminagar A.P. at Simmla Nagar post Sec. Dist. Sec. Dist.			
Occupation:		Salaried			
Phone	Office		Home	040-22966446	
	Mobile	9000674422	Email		
Plot No. (DeWx)	D. 46	Plot Area	112 Sq. yds.	Built-up Area	1159 Sft.
Total Sale Consideration:		Rs. 39,00,000/-			
(in words)		Rupees. Thirty nine lakh only			
Type of House	<input type="checkbox"/> Detached Bungalow <input type="checkbox"/> Semi Detached Bungalow <input type="checkbox"/> Row House				
Payment Terms		Booking Amount Rs. 25,000/-		Receipt no. & date: 12/1/2013	
Installment No.	Due Date	Amount			
1.	02/02/13	2,00,000/-			
2.	05/04/13	14,75,000/-			
3.	20/04/13	15,00,000/-			
4.	On completion of flooring				
5.	Roof work tiles, doors,				
6.	window & final coat			5,00,000/-	
7.	of paint				
8.					
9.	On completion			2,00,000/-	
10.					
Payment Scheme		<input checked="" type="checkbox"/> Housing Loan <input type="checkbox"/> Installment Scheme			
Remarks: <u>Service tax applicable</u>					
				PPT No.	212

I HEREBY DECLARE THAT I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME

Date: 20/1/13  
 Place: Hyderabad  
 Booked by: Nagaraj

Signature of Purchaser: [Signature]  
 For Modi Properties & Investments Pvt. Ltd.  
 Signature: [Signature]  
 Name: [Name]

Note: M/s. Modi & Modi Constructions a partnership firm is the Owner / Builder / Developer of nilgiri Homes. M/s. Modi Properties & Investments Pvt. Ltd., are duly appointed as the sole Marketing Agents of M/s. Modi & Modi Constructions. All Payments however shall be made directly in favour of M/s. Modi & Modi Constructions. The term Builder shall mean and include both M/s. Modi Properties & Investments Pvt. Ltd. and M/s. Modi & Modi Constructions.

1. **NATURE OF BOOKING:**
    - 1.1 This is a provisional booking for a row house / bungalow mentioned overleaf in the project known as NILGIRI HOMES.
    - 1.2 The provisional booking do not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documents such as Sale Agreement / Sale Deed / Construction Contract, etc., are executed.
    - 1.3 The purchaser shall execute the required documents within a period of 15 days from the date of booking along with payment of the 1<sup>st</sup> installment mentioned overleaf. In case, the purchaser fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to deduct cancellation charges as mentioned herein.
  2. **REGISTRATION & OTHER CHARGES:**
    - 2.1 Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the purchaser.
    - 2.2 Service Tax & VAT as applicable from time to time shall be extra and are to be borne by the purchaser.
  3. **MODE OF PAYMENT:**
    - 3.1 All payments from outstation locations are to be paid through DEMAND DRAFTS only. Demand Drafts / Local Chèques are to be made payable to M/S. MODI & MODI CONSTRUCTIONS. Cash payment shall be made only at the Head Office or Site Office. The purchaser must insist on a duly signed receipt from authorized personnel having photo identity cards.
  4. **DELAYED PAYMENTS:**
    - 4.1 Simple interest at the rate of 1.5% per month shall be charged on all delayed payments of installments. The rate of interest to be paid along with delayed installments is Rs. 1.50 per Rs. 100/- per month.
  5. **HOUSING LOANS:**
    - 5.1 The purchaser at his/her discretion and cost may avail housing loan from bank / financial institution. The purchaser shall endeavour to obtain necessary loan sanctions 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 purchaser for whatsoever reason. The payment of installments to the builder shall not be linked to the housing loan availed / to be availed by the purchaser.
  6. **CANCELLATION CHARGES:**
    - 6.1 In case of default mentioned in clause 1.3 above, the cancellation charges shall be Rs. 25,000/-.
    - 6.2 In case of failure of the purchaser to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be NIL provided necessary intimation to this effect is given to the builder 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/-.
  - 6.4 In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed sale consideration.
  7. **OTHER CONSEQUENCES UPON CANCELLATION:**
    - 7.1 The purchaser shall re-convey and redeliver the possession of the row house / bungalow in favour of the builder at his/her cost free from all encumbrances, charges, claims, interests etc., of whatsoever nature.
  8. **ADDITIONS & ALTERATIONS:**
    - 8.1 Cost of any additions and alterations made over and above specifications mentioned in the brochure at the request of the purchaser shall be charged extra.
    - 8.2 All the bungalows in Nilgiri Homes shall have a similar elevation, colour scheme, compound wall landscaping, trees, etc. No purchaser shall be allowed to alter any portion of the row house / 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 in year 2020.
  9. **BROKERAGE COMMISSION:**
    - 9.1 The builder has not appointed any other agents for marketing and/or obtaining loans. No brokerage commission or any other charges shall be payable to any employee of the company.
  10. **MEMBERSHIP OF ASSOCIATION / SOCIETY:**
    - 10.1 The purchaser shall become a member of the Association / Society which shall be formed to look after the maintenance of Nilgiri Homes and abide by its rules.
    - 10.2 The purchaser shall pay a sum of Rs. 40,000/- & Rs. 60,000/- for row house / bungalow respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed row house / bungalow.
  11. **POSSESSION:**
    - 11.1 The purchaser on execution of the required documents as stated herein shall deliver the possession of the land to the builder for enabling it to construct the bungalow.
    - 11.2 The builder shall deliver of possession of the completed bungalow together with land to the purchaser only on payment of all dues to the builder.
  12. **OTHER TERMS & CONDITIONS**
    - 12.1 Other Terms & Conditions mentioned in Sale Agreement / Deed and Construction Contract shall apply.
    - 12.2 In case, the row house / bungalow is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and dues dates mentioned herein.
    - 12.3 This booking is not transferable.
- 60 days of this provisional booking, the cancellation charges shall be 50,000/-.

## Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

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### Flat History Document

Block No A  
Flat No 46

### Buyer Name And Address

Mr. Angadi Mahesh Kumar  
H.no.1-24-253/1, Sri Sai Nagar Colony, Plot.no.32, lothkunta, Alwal, Trimalgherry  
post, Sec-bad-500015  
Phone : 9346352146, 9000674477, 040-27966146  
Occupation : salaried Regional Manager  
Flat Owner : Modi and Modi Constructions

Sold	Area	Bkg Date	Booked by	App Made	HL Approved	Pre HL Info	Pay Scheme	Parking
Yes	125	20-02-13	Nagireddy	Yes	Yes	Yes	HL	
HL Req	HL Apr	Release	From	Sale Completed				
2200000	1870000	Yes	LIC S R	No				
NOC / OCR	Doc Complete	Reg Done	Agr Executed	Agr Date		Flat Type		
Yes	Yes	Yes	Yes	11-02-2013		Deluxe		
Sale Amount	Other Amount	Total Amount	Total Receipts	Balance				
3900000	795065	4695065	3570000	1125065				
Net Sale Consideration	Value of Sale Deed	Val Agr Const	Oth Taxabl Receipts					
3900000.00	1560000.00	2340000.00	0.00					
VAT, Reg Charges	Oth Non Taxable Rcpts	Excess / Check						
0.00	116590.00	0.00						
VAT Return Month	VAT Return Year	VAT Paid	VAT Cheque No	VAT Cheque Date				
12	2013	48750.00	052293	09.12.13				
Sale Deed Date	Date Of Possession	Maintainence From						
16-11-2013	01-01-1601	0 0						

\* \* \* \* \*

### Payment Terms

Date	Description	Amount	ChqNo / Taken	Paid/ Work
02-02-2013	Booking Amount	25,000	315818	Yes
15-02-2013	I Installment	200,000	315822	Yes
28-02-2013	II Installment	575,000	.	Yes
31-03-2013	III Installment	2,325,000	.	Yes
01-04-2013	IV Installment	575,000	.	No
01-05-2013	On Completion	200,000	.	No

\* \* \* \* \*

### Other Payments

Date	Description	Amount	ChqNo / Taken	Paid/ Work
27-12-2013	Registration charges	93,600	.	No
27-12-2013	vat	48,750	.	No
31-12-2013	registration charges	-147,650	.	No
09-01-2014	misc, doc & ec	5,300	.	No
14-02-2014	stamp papers	400	.	No
14-02-2014	electricity meter connection charges	500	.	No
14-02-2014	service tax	215,420	.	No
27-03-2014	interest on delay payments	487,177	.	No
05-04-2014	corpus fund	40,000	.	No
15-04-2014	Electricity Charges	362	001124	No
28-05-2014	Advocate Fee for filing the case	10,000	001333	No
28-05-2014	Court Exp	3,000	Cash	No
02-06-2014	Court fee	22,926	Cash	No
02-06-2014	Misc Exp, Court Staff & Other exp	5,000	Cash	No
02-06-2014	Legal Fee	5,000	001358	No
02-06-2014	Legal Fee	5,000	001359	No

## Modi And Modi Constructions

#5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500003

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18-06-2014 Electricity Charges

280

001443

Yes

\* \* \* \* \*

### Receipts

Date	Description	Amount	ChqNo / Taken	Paid/ Work
02-02-2013	Rec No : 1735 / Booking Amount	25,000	315818	Yes
18-02-2013	Rec No : 1839 / payment Received	200,000	315822	Yes
26-06-2013	Rec No : 1886 / payment received	500,000	024420	Yes
27-11-2013	Rec No : 1915 / amount received	1,248,000	043645	Yes
27-11-2013	Rec No : 1916 / amount received	622,000	043646	Yes
12-06-2014	Rec No : . / Payment received	975,000	064939	Yes

\* \* \* \* \*

### Remarks

Date	Description	Amount	ChqNo / Taken	Paid/ Work
05-02-2013	Free Vat offer given	0	Rajyalakshmi	Yes
05-02-2013	Free registration charges on sale deed offer given (excluding registration charges for agreement for construction)	0	Rajyalakshmi	Yes
05-02-2013	Free Modular Kitchen offer given only if 15% of total sale consideration is paid on or before 28-02-13	0	Rajyalakshmi	Yes
05-02-2013	Service Tax applicable	0	Rajyalakshmi	Yes
20-11-2013	Registration completed on 20.11.2013.	0	Venkat Reddy	Yes

\* \* \* \* \*