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Z 259578

14408  
 No. 14408 Date 29/07/2009  
 Sold to P. Mohan  
 S/o. D/o. V/o. C. P. Reddy  
 For Whom M. Modi & Modi Constructors

K. SRINIVAS  
 S.K.L.No.26/98, R.No.11/2007  
 CITY CIVIL COURT  
 SECUNDERABAD

AGREEMENT FOR LAND DEVELOPMENT CHARGES

This Agreement is made and executed on this the 27<sup>th</sup> day of July 2009 at SRO, Keesara, Ranga Reddy District by and between:

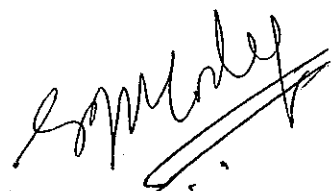
M/S. MODI & MODI CONSTRUCTIONS a registered partnership firm having its Office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

MR. GAURANG MODY, SON OF MR. JAYANTILAL MODY aged about 41 years, Occupation: Business, residing at Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad, 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

  
 Partner





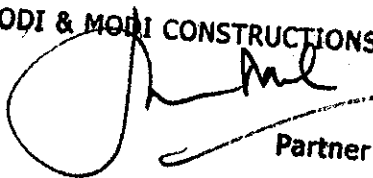
WHEREAS:

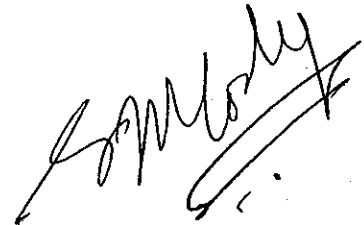
- A) The Buyer has entered into an Agreement of Sale dated 7<sup>th</sup> January 2009 for purchase of a house along with an identifiable plot of land (plot no. 81) in the project known as Nilgiri Homes, situated at Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District. As per the terms and conditions of the said agreement of sale, the Buyer has agreed to pay development charges on land to the Builder at the time of registration of the Sale Deed, along with the consideration mentioned in the sale deed.
- B) The Buyer has purchased plot of land bearing plot no. 81 admeasuring 117 sq. yds. under a Sale Deed dated \_\_\_\_\_ registered as document no. \_\_\_\_\_ in the Office of the Sub-Registrar, Keesara, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall pay the development charges on land for the development of land by laying of roads, drainage lines, electrical lines, water lines, development of parks and other developments as per the rules of HUDA.
- C) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the payment of development charges and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. The Buyer has agreed to pay a sum of Rs. 12,60,000/- (Rupees Twelve Lakhs Sixty Thousand Only) as the development charges to the Builder for development of the layout into plots by laying of roads, drainage lines, electrical lines, water lines etc., as per the rules of HUDA.
2. The Buyer has paid to the Builder the above said amount for development charges of 12,60,000/- (Rupees Twelve Lakhs Sixty Thousand Only), which is admitted and acknowledged the receipt.
3. The Buyer shall liable to pay the development charges on land irrespective of the stage of development of the layout. The Buyer shall pay the amount as stated above and shall not raise any objection on this count.


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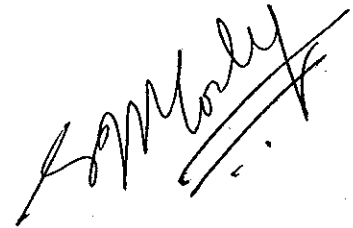
  
Partner





4. 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 construction.
5. 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.
6. 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.
7. 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.
8. Stamp duty and Registration amount of Rs. 13,600/- is paid by way of challan No. \_\_\_\_\_, dated 27.07.2009, drawn on SBH, Keesara Branch, R. R. District.

For MODI & MODI CONSTRUCTIONS  
  
Partner





SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 81 admeasuring about 117 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, bounded on:

North	Tot-lot area & land scaped garden
South	Plot No. 80
East	Tot-lot area & land scaped garden
West	30' wide road

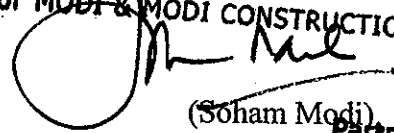
IN WITNESSES WHEREOF this Agreement for Development Charges is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

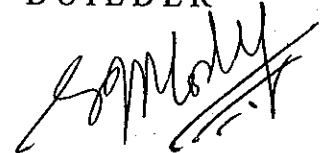
1.

2.

For MODI & MODI CONSTRUCTIONS



(Soham Modi)  
Partner  
BUILDER



BUYER

