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P 360586

Date : 09-07-2008

Serial No : 27,640

Denomination: 100

Purchased By :

D. RAMESH ; S/O D. SENKARAM

SECBAD

For Whom :

MODI & MODI CONSTRUCTION'S

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SECHAD

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

AGREEMENT FOR LAND DEVELOPMENT CHARGES

This Agreement is made and executed on this the _______ day of Feb. 2009 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 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. SAMIR MODY, SON OF MR. GAJENDRA MODY aged about 45 years, residing at Flat No. 402, Mangal Kunj, 4th Floor, A-wing, 2, Mount Plesent Road, Mumbai-06, 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

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ENDORSEMENT

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SUB REGISTRAR KEESAPA

WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 02nd July 2008 for purchase of a house along with an identifiable plot of land (plot no. 93) 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. 93 admeasuring 117 sq. yds. under a Sale Deed dated 5.02.09 registered as document no. 86.09 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. 13,69,000/- (Rupees Thirteen Lakhs Sixty Nine 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 13,69,000/- (Rupees Thirteen Lakhs Sixty Nine 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.
- 4. That 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.

FOR MODI & MODI CONSTITUCTIONS

Partner

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- 5. 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.
- 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. 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.
- 8. 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.
- 9. Stamp duty and Registration amount of Rs. 14, 69°7- is paid by way of challan No. 916284, dated 66.2.09, drawn on SBH, Keesara Branch, R. R. District.

FOR MODI & MODI CONSTRUCTIONS

Partner

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An amount C.P. 13570 towards stamp duty including transfer decition, and Rs. 10.00 towards registration, fee on the Market Value of Rsynth 1369 800 was paid by me Party through challan receipt No. 16.254 dated 6(1) at SBH Keesara Br Keesara Keesara

పె పుడ్రకవన 2004 నింగి (శా.శ 1930) నింగిపు 869 నించిపురా రిజిప్లరు చేయబడినది. స్కానింగ్ ఎమిత్రం గుప్రింపు నెంబరు 11530-1 ... 866. /2008 ఉన్నరమైనది.

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SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 93 admeasuring about 117 sq. yds. forming part of Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, hereto, bounded on:

North

Plot No. 94

South

30' wide road

East

30' wide road

West

Plot No. 88

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:

For MODI & MODI CONSTRUCTIONS

WITNESS:

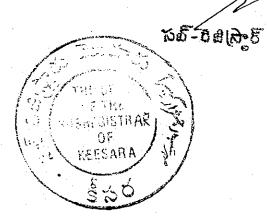
1.

2. 0000

Partner (Soham Modi)

BUILDEŔ

BUYER



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





BUILDER:

M/S. MODI & MODI CONSTRUCTIONS, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD REP. BY ITS MANAGING PARTNER

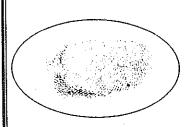
MR. SOHAM MODI S/O. MR. SATISH MODI





SPA FOR PRESENTING DOCUMENTS:

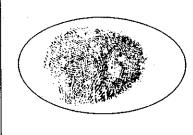
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003.





BUYER:

MR. SAMIR MODY S/O MR. GAJENDRA MODY R/O. FLAT NO. 402, MANGAL KUNJ, 4TH FLOOR, A-WING, 2, MOUNT PLESENT ROAD, MUMBAI-06





REPRESENTATIVE:

MR. LAXMIKANTH

No. 5-4-187/384

M. G. ROAD

SEC. Bad.

SIGNATURE OF WITNESSES:

1.

Joseph

2. B. 80-1

FOR MODI & MODI CONSTRUCTIONS

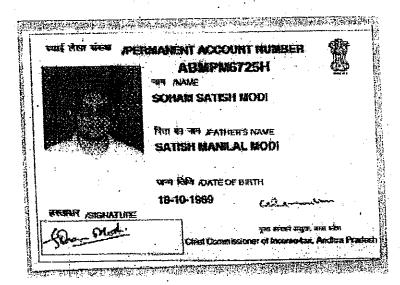
SIGNATURE OF EXECUTANTS

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. _______, as I / 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)











रुगाई तेखा गंख्या /PERMANENT ACCOUNT NUMBER AADPM7306G





भाग /NAME SAMIR GAJENDRA MODY

पिता का नान FATHER'S NAME GAJENDRA MODY

जन्म तिथि IDATE OF BIRTH 19-09-1962

हस्ताक्षर /SIGNATURE



आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)

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> इस काई के छो / मिल जाने पर क्षया जारी करने वाले प्राधिकारी को सूचित / बागस कर दें आयक्तर निदेशक (पद्धति) ए.आर.ए. सेन्टर, भूतल ई-२, झन्डेवालाम एकाडेन्शन नई दिल्ली - 110 055

In case this card is lost/found, kindly inform/return to the issuing authority: Director of Income Tax (Systems) ARA Centre, Ground Floor E-2, Jhandewalan Extn. New Delhi - 110 055