

From,
Smt. A. Suseela,
W/o. Shri. A. Sudhakar,
R/o. 304 Mahalaxmi Towers,
Shivabagh, Ameerpet,
Hyderabad - 500 016.

Date: 08.07.2009

To,
Shri. Soham Modi,
Managing Partner,
M/s. Mehta & Modi Homes,
5-4-187/3&4, II floor,
Soham Mansion,
M.G. Road,
Secunderabd - 500 003.

Dear Sir,

I have purchased bungalow no. 228 admeasuring about 2098 sft on plot of land admeasuring 318 sq yds vide booking form dated 28.11.06 having booking form no. 2116. We have entered into agreement of sale, sale deed, agreement for development charges and agreement for construction for the bungalow and some of the deeds were registered with SRO Uppal.

Certain differences had cropped up between us and I had withheld payment of the balance sale consideration. In that connection you had deposited cheque bearing no. 827455 of Rs. 7,88,000/- drawn on Andhra Bank, Sultan Bazar and the said cheque was dishonored due to insufficient funds. You have filed a case under the Negotiable Instruments Act in court of The XI Addl. Chief Metropolitan Magistrate Court, Secunderabad (case no. 216/09).

The total sale consideration for bungalow nos. 228 was Rs. 46 lakhs, excluding VAT, service tax, stamp duty, registration charges, charges for additions and alterations, maintenance charges, interest on delayed payments, etc. Till date I have paid an amount of Rs. 36,61,600/- (Rs. 40,11,600 less Rs. 3,50,000 refunded to me) for the said bungalow.

After several rounds of negotiations, we have arrived at a mutual settlement for payments of the balance consideration. Accordingly we are hereby paying the balance amount of Rs. 13,53,586/- towards full and final settlement (lumpsum) of balance consideration that includes charges like VAT, service tax, stamp duty, registration charges, charges for additions and alterations, maintenance charges, interest on delayed payments, etc as per the details given below:

S.No.	Cheque No.	Amount	Date	Drawn on
1.	827460	3,50,000/-	14.7.09	Andhra Bank, Sultan Bazar
2.	827457	1,75,000/-	28.8.09	Andhra Bank, Sultan Bazar
3.	827458	3,23,586/-	29.9.09	Andhra Bank, Sultan Bazar
4.	827459	5,05,000/-	29.9.09	Andhra Bank, Sultan Bazar

For Mehta and Modi Homes


Partner

A. Suseela

D.D NO 805720 DT 14/7 Rs 3.50 lacs

I promise to honour the said post dated cheque as and when it is presented. Maintenance charges for the period 1st September 2008 till 31st July, 2009 are included in this amount. I hereby assure you that I shall not raise any objections regarding the balance amount payable to you hereafter.

We further confirm that the construction of the said bungalows is fully completed in all respects that we shall not raise any objections on this count hereafter. We have requested you to provide us an indemnity against any loss that we may be put to due to any actions of the Competent Authority against the deviations made in the construction of the bungalows. We request you to provide the said indemnity at the time of handing over the balance payment as given above.

We request you to please withdraw the case filed under the Negotiable Instruments Act referred to above, immediately as the said issue had been resolved amicably. Please return the dishonoured cheque referred to above within 7 days of receiving it from the said court.

Please sign a copy of this letter as your confirmation of having accepted the above terms.

Thank you.

Yours sincerely,

A. Suseela

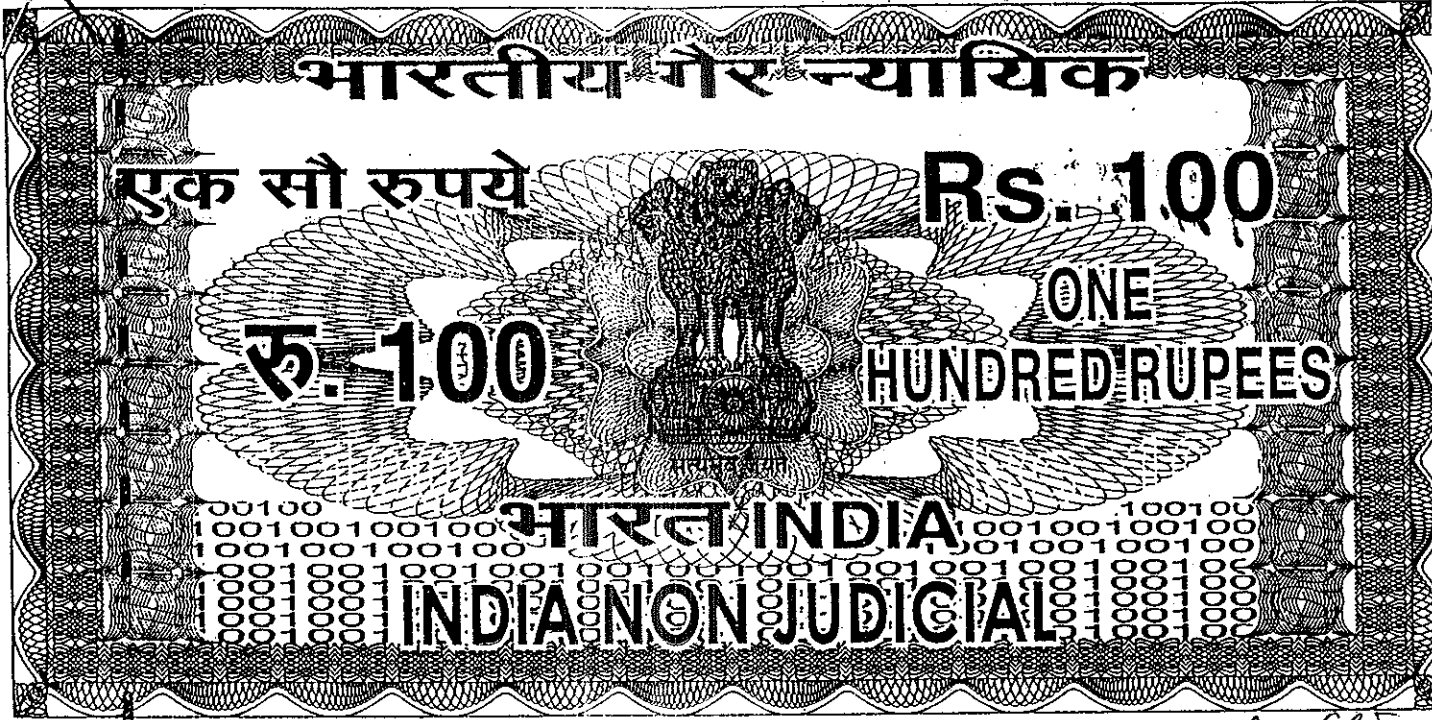
Mrs. Suseela,

Agreed & accepted the above:
For Mehta & Modi
For Mehta and Modi

Soham Modi Partner

Managing Partner

Date: 8/7/09



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Sl. No. 3716 Date 14/5/09 Rs. 100
 To Akhishan
 S/o. Prabash Singh
 For Whom Mehta and Modi Homes

See

L. Sai Ram
 131204
LEELA G CHIMAL
 STAMP VENDOR
 Licence No.1/2009
 5-4-76/A, Cellar Rangui
 SECUNDERABAD-500 01

IDEMINITY BOND

This indemnity bond executed on this the 8th day of July, 2009 at Hyderabad by:

M/s. Mehta & Modi Homes, a registered partnership firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, hereinafter referred to as **FIRST PARTY**.

INFAVOUR OF

Mrs. A. Suseela, W/o. Mr A. Sudhakar, aged about 50 years, R/o. 304, Mahalaxmi Towers, Shivbagh, Ameerpet, Hyderabad - 500 016 herein referred to as the **SECOND PARTY**.

The terms "FIRST PARTY" and "SECOND PARTY" herein used shall wherever the context so admits mean and include their respective heirs, executors, successors, legal representatives, administrators, nominees and assignees etc.,

For Mehta and Modi Homes

Soham Modi
 Partner

A. Suseela



NOTARY ATTESTED
Sai Ram
L. SAI RAM, B. Com., B.L.
 ADVOCATE-NOTARY
 Appointed by Govt. of A.P.
 10-48, New Gaddianerani,
 Chaitanyar, HYD-500 001

1. Whereas the Second Party has purchased bungalow No. 228 admeasuring about 2,098 sft along with 318 sq yards of land in the project of the First Party, known as Silver Oak Bungalows situated at Sy. No 291, Cherlapally village, Ghatekesar Mandal, Ranga Reddy District as per the term and conditions given in:
 - a. Booking form dated 28.11.2006 bearing no. 2116.
 - b. Agreement of sale dated 3.01.2007.
 - c. Sale Deed dated 3.11.2008 registered as document no. 9858 at SRO Uppal.
 - d. Agreement for Development Charges dated 3.11.2008 registered as document no. 9859 at SRO Uppal.
 - e. Development for Construction dated 3.11.2008 registered as document no. 9860 at SRO Uppal.

2. Whereas the Second party has brought to the notice of the First Party that there are some deviations in constructions made in the bungalow referred to above with the plan sanctioned by Kapra Municipality (in file no. 03/MP2/HUDA/2006 dated 15.02.2006). The sanction was obtained as per rules given in G.O. Ms. No. 86 dated 03.03.2006 issued by the Government of Andhra Pradesh, MA & UD department and other relevant G.Os.

3. The Second party has requested the First Party to indemnify him/her for any loss that the Second Party may be put to on account of the said deviations at any point of time due to any action taken by the Competent Authority including penalties, legal expenditures, etc., that may be incurred by the Second Party.

4. The First Party has agreed to fully indemnify the Second Party against any loss that the Second Party may incur on account of the said deviation due to any action taken by the Competent Authorities including payment of penalties, cost of reconstruction, legal expenditure, etc.,

IN WITNESSES WHEREOF THIS Indemnity Bond is made and executed on this the 8th day of July 2009 at Secunderabad by the parties hereto in presence of the witnesses mentioned below:

WITNESSES:

1. *M. Lakshminarayana*
8/7/09

2. *B. Raja Babu*

For Mehta and Modi Homes

M. Mehta
Partner
FIRST PARTY

A. Susseela
SECOND PARTY



NOTARY ATTESTED
8/7/09
L. SAI RAM, B. Com., I.L.A.
ADVOCATE-NOTARY
Appointed by Govt. of A.P.
16-4-8, New Gaddannaram
Hyderabad, HYD-500 060
2411 9411