



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 799 Date 05/12/2011

Sold to Banach

S/o. B/o. W/o. Naishya

For Whom My mehta & modi homes

Satish

AM 975663

K. SATISH KUMAR
 Licenced Stamp Vendor
 LIC.No.15-18-013/2000
 REN.No.15-18-016/2009
 H.No.5-2-30, Premavathipet (V),
 Rajendranagar Mandel,
 Ranga Reddy District.
 Ph.No.9849355156

AGREEMENT FOR LAND DEVELOPMENT CHARGES

This Agreement is made and executed on this the 16th day of December 2011 at SRO, Uppal, Ranga Reddy District by and between:

M/s. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, Son of Sri Satish Modi, aged about 41 years, Occupation: Business and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 65 years, Occupation: Business., hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

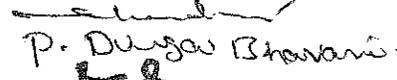
1. Mr. CHANDRA SEKHAR, SON OF Mr. B. V. RAMA SARMA aged about 45 years, Occupation: Service
2. Mrs. P. DURGA BHAVANI, WIFE OF Mr. CHANDRA SEKHAR aged about 41 years, both are residing at 303, Privik Residency, Lane No. 4, H. M. T. Nagar, Nacharam, Hyderabad - 500 076., hereinafter referred to as the Vendee (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MEHTA & MODI HOMES

 Partner

For MEHTA & MODI HOMES

 Partner

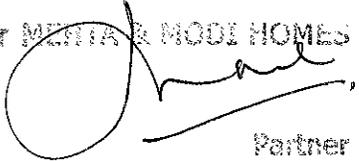

 P. Durga Bhavani

WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 12th day of January 2011 for purchase of a bungalow along with an identifiable plot of land (plot no. 303) in the project known as Silver Oak Bungalows (Phase-III), situated at part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55 situated at Cherlapally Village, Hyderabad. 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. 303 admeasuring 202 sq. yds. under a Sale Deed dated 16.12.2011 registered as document no. _____ in the Office of the Sub-Registrar, Uppal. 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.

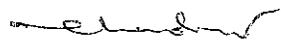
NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. The Buyer has agreed to pay a sum of Rs. 7,05,000/- (Rupees Seven lakhs Five 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 already paid an amount of Rs. 7,05,000/- (Rupees Seven lakhs Five Thousand Only) towards the development charges before entering this agreement which is admitted and acknowledged by the builder
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. 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 bungalow under this agreement, or the sale deed, and/or the agreement for construction.

For MENTA & MODI HOMES

Partner

For MENTA & MODI HOMES

Partner


P. Durga Bhavani

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.

SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 303 admeasuring about 202 sq. yds. forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, in the project known as "SILVER OAK BUNGALOWS PHASE-III", situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

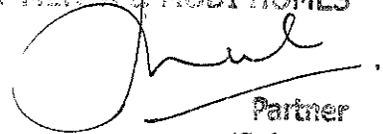
North	Plot No. 302
South	Plot No. 304
East	30' wide road
West	Open Land (Survey No. 34)

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:

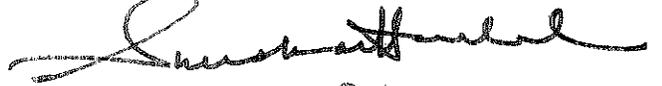
- 1.
- 2.

For MEHTA & MODI HOMES

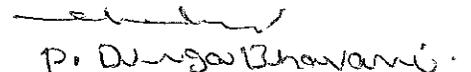


Partner
(Soham Modi)
BUILDER

For MEHTA & MODI HOMES



Partner
(Suresh U. Mehta)
BUILDER


P. Durgabharani
BUYER.



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

C.No. 23904 Date 05/12/2011

Sold to: Ramesh

S/o. B/Modi/Modi

For Whom: m/s mehta & modi homes

AM 975665
E. SATISH KUMAR
 Licenced Stamp Vendor
 LIC.No.15-18-013/2000
 REN.No.15-18-016/2009
 H.No.5-2-30, Premavathipet (V),
 Rajendranagar Mandal,
 Ranga Reddy District,
 Ph.No.9849355156

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 16th day of December 2011 at SRO, Uppal, Ranga Reddy District by and between:

M/s. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Shri. Soham Modi, S/o. Shri Satish Modi, aged about 41 years, Occupation: Business and Shri Suresh U. Mehta, S/o Late Shri Uttamlal Mehta, aged about 65 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

1. Mr. CHANDRA SEKHAR, SON OF Mr. B. V. RAMA SARMA, aged about 45 years, Occupation: Service
2. Mrs. P. DURGA BHAVANI, WIFE OF Mr. CHANDRA SEKHAR, aged about 41 years, both are residing at 303, Privik Residency, Lane No. 4, H. M. T. Nagar, Nacharam, Hyderabad - 500 076., 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 MEHTA & MODI HOMES

[Signature]
 Partner

For MEHTA & MODI HOMES

[Signature]
 P. Durga Bhavani
 Partner

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

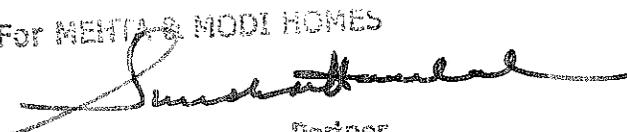
- B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

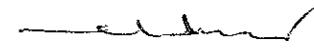
Sl.No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

- C) The Vendor herein has entered into an Development Agreement with Ms. Hetal K. Parekh, Shri Parvesh B. Parekh and Shri Piyush J. Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal. In pursuance of the said development agreement Ms. Hetal Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh have executed a GPA in favour of the Developer bearing document no. 68/IV/2008 dated 19.04.2008 and registered at SRO Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.
- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a permit for construction on the Scheduled Land admeasuring about Ac. 8-37.5 Gts., from HUDA / GHMC vide permit no 2698/MP2/Plg./H/2007 dated 23.12.2007 and 09.02.2010. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MENTA & MODI HOMES

Partner

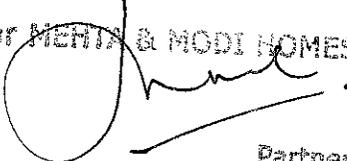
For MENTA & MODI HOMES

Partner

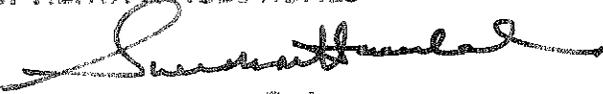

P. Durga Bhavani

- H) 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 bungalow constructed thereon.
- I) The Buyer has purchased plot of land bearing plot no. 303, admeasuring 202 sq. yds. under a Sale Deed dated 16.12.2011, registered as document no. _____ in the Office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Development Charges with the Builder for construction of a bungalow on the plot of the land.
- J) 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. 303 and also about the capacity, competence and ability of the Builder to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows.
- K) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 303 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the bungalow.
- L) The Buyer as stated above had already purchased the plot of land bearing no. 303 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 16.12.2011 referred herein above are and shall be interdependent agreements.
- M) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the bungalow and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

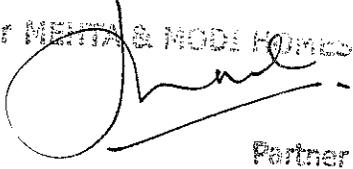
1. The Builder shall construct for the Buyer a deluxe Bungalow admeasuring 1749 sq. ft. of built-up area on plot of land bearing plot no. 303 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 22,69,000/- (Rupees Twenty Two Lakhs Sixty Nine Thousand Only).
2. The Builder at its own costs shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Buyer and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.
3. The Buyer already paid an amount of Rs. 22,69,000/- (Rupees Twenty Two Lakhs Sixty Nine Thousand Only) towards the development charges before entering this agreement which is admitted and acknowledged by the builder

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

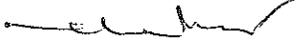

P. Durga Bhavani.

4. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor 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.
5. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 303 to the Builder for the purpose of construction of the bungalow.
6. The Builder shall construct the bungalow 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.
7. 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.
8. The Builder agrees to deliver the Scheduled Property completed in all respects on or before 30th January 2012 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 bungalow 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.
9. The Builder upon completion of construction of the bungalow 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 bungalow 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.
10. The Buyer upon taking possession of the bungalow 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.
11. 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 bungalow.

For NENTA & MODI HOMES

Partner

For NENTA & MODI HOMES

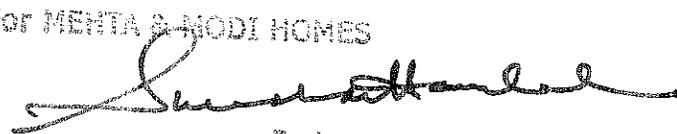
Partner


P. Durga Bhavani.

12. The Buyer shall not be allowed to alter any portion of the 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 upto 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
13. The Builder shall deliver the possession of the completed bungalow 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.
14. 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 Silver Oak Bungalows project.
15. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.
16. 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 Silver Oak Bungalows 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.
17. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Silver Oak Bungalows 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 Silver Oak Bungalows shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective bungalows without any hindrance or objection of any kind whatsoever.
18. 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 bungalow under this agreement, or the sale deed, and/or the agreement for development charges.

For MENTA & MODI HOMES

Partner

For MENTA & MODI HOMES

Partner


P. Durga Bhavani

25. 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.
26. 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.
27. 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.

SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 303 admeasuring about 202 sq. yds. forming part of Sy. Nos. Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, in the project known as "SILVER OAK BUNGALOWS PHASE-III", situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Plot No. 302	Plot No. 373
South	Plot No. 304	Plot No. 375
East	30' wide road	30' wide road
West	Open Land (Survey No. 34)	Plot No. 371

AND

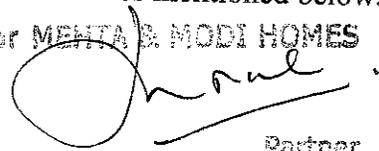
ALL THAT DELUXE BUNGALOW admeasuring 1749 sq. ft. of built-up area to be constructed on the above said plot no. 303 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

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.

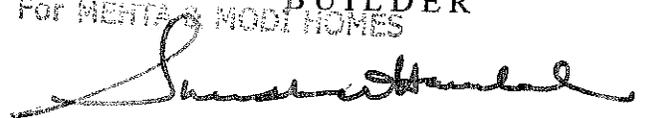
For MEHTA & MODI HOMES



Partner
(Soham Modi)
BUILDER

2.

For MEHTA & MODI HOMES



Partner
(Suresh U. Mehta)
BUILDER


P. Divya Bhavani
BUYER.

ANNEXURE - A

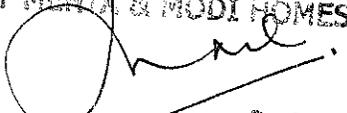
SPECIFICATIONS:

Item	Semi-Deluxe Bungalow	Deluxe Bungalow
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
Roof	Sloping with country tiles	Sloping with country tiles
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 with MS banister	MS railing with 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. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	7' dado with designer tiles and bathtub in master bedroom.
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each bungalow. Separate drinking water connection in kitchen.	24 hrs 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 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change 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 MEHTA & MODI HOMES


Partner
(SOHAM MODI)
VENDOR

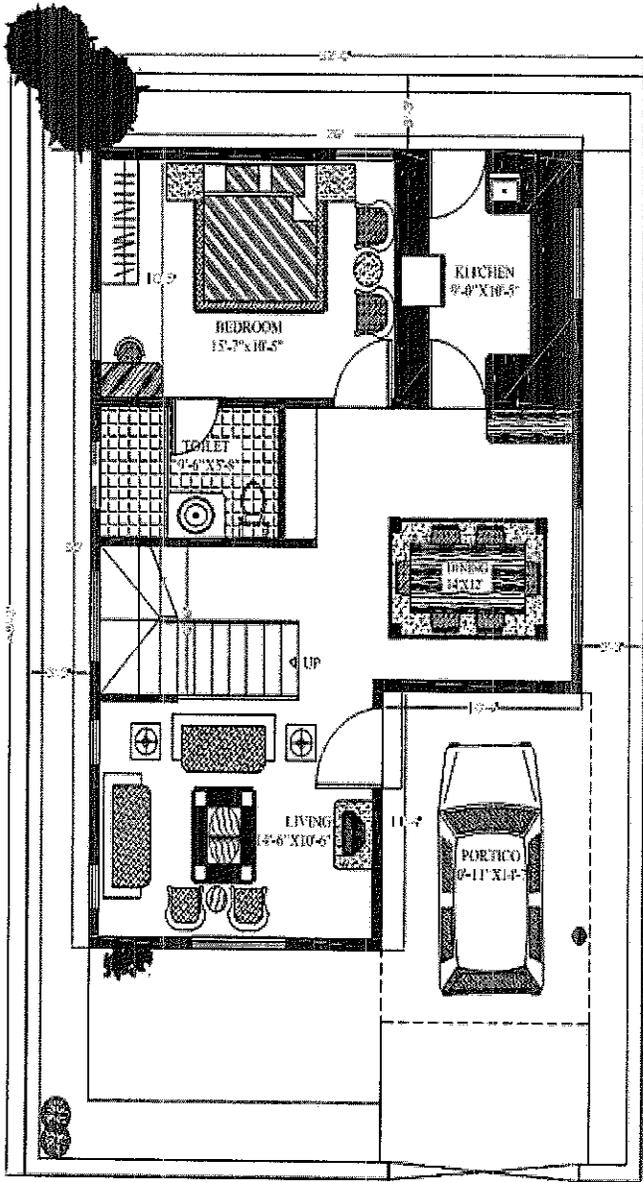
For MEHTA & MODI HOMES


Partner
(SURESH U. MEHTA)
VENDOR

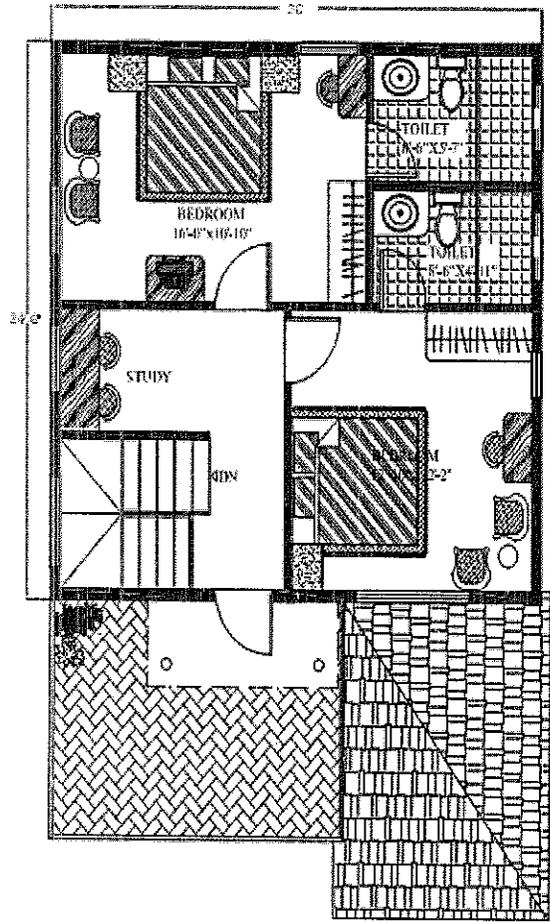

P. Durga Bhavani
VENDEE

ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 303 ADMEASURING 1749 SFT. OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN

AREA OF GROUND FLOOR = 793 SFT

AREA OF FIRST FLOOR = 637 SFT

1430 SFT

PORTICO AREA : 159 SFT
TERRACE AREA : 160 SFT

For MEHTA & MODI HOMES

(Signature)
Partner

(SOHAM MODI)
VENDOR

For MEHTA & MODI HOMES

(Signature)
Partner

(SURESH U. MEHTA)
VENDOR

(Signature)
P. Durgas Dhanwani
VENDEE