

Gulmohar Gardens

(Owned & Developed by Modi Ventures & Sri Sai Builders)
Sy. Nos. 93 to 95, Mallapur,
Hyderabad - 500 076.
Phone : 040 - 55272342

Modi Ventures

5-4-187/3 & 4, III Floor, M.G. Road,
Secunderabad - 500 003.
Phone : 55335551



No. 114

Date: 14/03/06

Received with thanks from Dr. V. S. Aravind
the sum of Rs. 10000/- (Rupees Ten Thousand only)

by Cash/Cheque/DD. No. 8.19.353 dated 14/03/06 name of the bank HDFC (only)
towards Banking Amount for Floor No. C-506.

for Modi Ventures

Authorised Signatory
Name in full : K. Ramadevi

Receipt issued subject to realisation of Cheque.

MODI VENTURES

5-4-187/3 & 4, III Floor, M.G. Road, SECUNDERABAD - 500 003.
☎ 55335551 (4 Lines), Fax: 040 - 27544058
E-mail : info@modiproperties.com Website : www.modiproperties.com

Date: 08.06.2006

To,
Mr. Vinay Agarwal,
401, Susheel Residency,
Opp CDR Hospital,
Hyderguda,
Hyderabad.

CANCELLATION NOTICE

Dear Sir,

You have made a provisional booking for Flat No. 506 in Block 'C' in our project known as Gulmohar Gardens at Survey No. 93 to 95, Mallapur, Hyderabad vide booking form no. 123 dated 13th March 2006.

You have paid a sum of Rs. 10,000/- on 13th March 2006 towards the booking amount.

Despite repeated reminders you have not come forward to execute a Sale Agreement and make further payments. . In view of the above, please note that your provisional booking stands cancelled and the payments made by you are hereby forfeited. Hereafter we will be at liberty to allot the said flat to any intending purchaser.

Thank You.

Yours sincerely,



SOHAM MODI,
Partner.

FROM

22/06/2006

VINAY AGARWAL
3-6-17h, Hyderabad
Hyderabad-29

M/S Modi Ventures
Secunderabad -

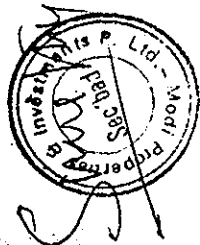
Sir,

Ref: i) Plot No 506 E Block - Gul Mohar Gardens
ii) Your letter dt 08.06.2006

With reference to the above cited & my
your letter I would like to inform you that there
has been no reminders and intimations regarding
sale agreement as mentioned in your letter and
I was surprised to receive such letter.
Kindly let me know the status of the
said project to proceed further and
arrange payments.

All notice that any action as stated in your
letter shall not be binding on me and
I shall not be responsible for any such
action.

Thanking you



Yours faithfully

Vinay

(VINAY AGARWAL)



Date: 11/7/06

OR BEARER

PAY Modi ventures

RUPEES Twenty five thousands only.

Rs. 25,000/-

Vinay Agarwal
VINAY AGARWAL

A/C No. 0811050010680

SB A/C

HDFC BANK LTD.
Ground Floor, Kalpavruskha, Besides Laxmi
Hyundai Show Room, Himayatnagar Main Road, Hyderabad-500029, A.P

RTGS / NEFT IFSC : HDFC0000081

⑈ 69 1 78 5 ⑈ 500 24 000 5 ⑈ 0 5 5 1 3 1 ⑈ ⑈ ⑈

Received by
11.07.06
11.07.06
11.07.06

January 18, 2007

VINAY AGARWAL & AMBICA AGARWAL
403, SUSHEEL RESIDENCY
3-6-174, HYDERGUDA
HYDERABAD-500029
Phone : 9849991833

Dear Sir / Madam,
Sub: Offer letter for Loan facility vide Application 777-6252602
(Franchisee Code: ACE)

Thank you for choosing ICICI Bank Home Loan. We are pleased to inform you that with reference to the above application, we have in-principle sanctioned you a loan facility, the details of which are given below.

Type of Loan	Resident Indian - Home Loan (RI)
Loan Amount Sanctioned	Rs. 845056/-
Term of Loan	180 Months (15 years)
Type of Interest	Floating Rate of Interest
ICICI Bank Floating Reference Rate (FRR)	10.75% as on date
Adjustable Interest Rate	FRR as publicly notified from time to time plus margin of +1.50% = 9.75% p.a. (10.75% -1.50%) or as applicable at the time of disbursement
Number of Equated Monthly Installments (EMIs)	180
Amount of each EMI (on Monthly rest)	Rs.8953/-
Administrative Charges (non-refundable)	Rs.4743/- Rs.4225.28/- is towards Administrative Fees and Rs.517.17/- is towards Service Tax and Education Cess thereon. (Rs.4742.45/- collected, and the balance Rs 0 to be collected on Disbursement)
Processing Fees (non-refundable)	Rs.0/- Rs.0/- is towards Processing Fees and Rs.0/- is towards Service Tax and Education Cess thereon. (Will be deducted at the time of Disbursement)
Security	As may be specified by ICICI Bank, from time to time at its sole discretion.
Fees on Part Prepayment *	0% on amount prepaid.
Fees on Full & Final Prepayment *	2 % on amount prepaid and on all amounts tendered by the Borrower towards Prepayment of the Loan during the last one year from the date of final prepayment.
You have chosen to avail an optional Insurance	Not applicable

The aforesaid rate of interest would be valid for a period of 30 days from date of this sanction letter, subject to change in FRR.

Adjustable Interest Rate (AIR) means the FRR and the margin, if any, as specified by ICICI Bank shall be applied by ICICI Bank on the first of the month following the month of the year (as per the English calendar) in which FRR is changed. AIR would change

From the date of first disbursement, you will be required to pay Pre-EMI interest (at the rate applicable to your loan) till the time your loan is fully disbursed, subsequent to which your EMI payments will begin.

The aforesaid sanction of the loan will be subject to

- 1 Loan amount shall not exceed 85% of the value of property as specified in the relevant agreement ("the Agreement"), however the Agreement Value of the property considered shall be subject to the Market value of the property as valued by ICICI Bank.
- 2 Legal & technical clearance/ verification of the property being financed.
- 3 Execution of Loan Agreement and other documents between you and ICICI Bank as per ICICI Bank's policy and format.
- 4 Terms and conditions as mentioned overleaf.

Your ICICI Bank Relationship Officer FAIZ will assist you with all your requirements pertaining to the above loan. You can reach him/ her on 9855312234. Please sign and return the acceptance copy of this letter to him/her at the address mentioned below.

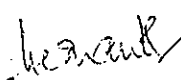
ACE MARKETING
HNO:10-3-71/3/A, PLOTNO:13
TEACHERS COLONY
EASTMARREDPALLY
HYDERABAD-500028
Email : acemktg_icici@yahoo.com

If required, you may also contact the ICICI Bank Branch Sales Manager VISWANATH on 9885216725 or write to us at care@icicibank.com.

Further, on final disbursement, the first applicant of this loan will also benefit from a free personal accident insurance cover, to the extent of principal amount outstanding for the term of the loan as per the applicable conditions.

We look forward to a long lasting relationship with you.

Thanking you,
Yours sincerely,
For ICICI Bank Limited
Name



Designation
I/We accept the above terms and conditions
1. Name:

2. Name:

Signature:

Signature:

Place:

Place:

Date:

Date:

Home Search

ICICI Bank Home Loans also offers services to assist you identify a property that meets your specific requirements. If the property is first sale property, the service is offered free of charge. If you are interested in availing this service contact us at

ICICI Bank Limited
Regd. Off.: "Landmark",
Race Course Circle,
Vadodara 390 007, India

Ahmedabad 86309890, Andhra Pradesh 9849578000, Bangalore 41131877, Bhubaneswar 18003453499, Chandigarh 5055700, Chennai 42083000, Chattisgarh 9893206000, Coimbatore 9818178000, Cuttack 18003453499, Darjeeling 18003453499, Delhi 41718000, Delhi (M) 9818178000, Goa 9890478000, Gujarat 9898278000, Guwahati 18003453499, Haryana 98961798954/8000, Kochi 2384500, Kolkata 9831378000, Lucknow 2294577, Madhya Pradesh 9893206000, Maharashtra 9890478000, Mumbai 28307777, Patna 18003453499, Pune 26103333, Rajasthan 9829222252, Ranchi 18003453499, Sikkim 18003453499, Tamil Nadu 9894478000, UP East 18003453499, UP West 9837308900, Uttaranchal 9897308900

Govind Prakash Bhangdia

ADVOCATE

B.Com., LL.B.



INDIA POST
SP-P00 EE625516894 IN
Counter No:5, OP-Code:001
to:MODI VENTURES,

SECUNDERABAD, PIN:500003

From:GOVIND PRAKASH BHANGDIA, HYD
Wt:22grams,
Amt:34.00 , 18/02/2007 , 15:29
faxes:Rs.4.00<<(Have a nice day)>>

BY REGI

To
Modi Ventures,
5-4-187/3 & 4, III Floor,
M.G. Road
Secunderabad - 500 003.

Sir,

I am concerned for my client Sri Vinay Agarwal R/o Flat No. 403, Susheel Residency, Opp: CDR Hospital, Hyderguda, Hyderabad, and have instructions to issue the following notice.

That you agreed to sell to my client, Flat No.C-506, admeasuring 750 Sq. feet, together wit undivided share of land, in your venture "Gulmohar Gardens" in Survey Nos. 93 to 95, Mallapur, Ranga Reddy, for sale consideration @ Rs. 799/- per Sq. feet, excluding the amount for amenities charges amounting to Rs. 50,000/- and two wheeler parking charges of Rs. 5000/- and Water & Electricity charges for Rs. 15,000/-.

That my client paid the advance amount of Rs.10,000/- on 13.03.2006. Subsequently my client received a cancellation notice dated 08.06.2006, informing my client that the agreement is cancelled and said amount of Rs. 10,000/- is forfeited. Subsequently the terms were negotiated and my client paid another sum of Rs. 25,000/- to you through cheque No. 691785, dated 11.07.2006 drawn on HDFC Bank Himayatnagar. It was agreed that on receiving the information as to completion of the flat, my client shall arrange for the balance payment and get the sale deed registered.

That my client neither received any kind of information nor any demand for the balance-amount. When my client approached you for registration of the sale deed of the above said flat, you started evading the matter and avoiding the completion of transaction with malafide intentions of making wrongful gains since the prizes of real estate have been increased, by depriving my client, who is entitled to get the sale deed registered in his favour, by paying the balance amount of sale consideration.

That my client is and has been always ready and willing to get the transaction completed, but for your evasive attitude, the sale transaction could not be completed. That my client is ready with the balance of sale consideration to get the sale deed registered.

Contd:2

MODI VENTURES

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

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

E-mail : info@modiproperties.com Website : www.modiproperties.com

By registered post acknowledgement due

To,
Mr. Govind Prakash Bhangdia,
15-8-508/8, Motilal Building,
Feelkhana,
Hyderabad - 500 012.

Date: 22.02.2007

Dear Sir,

I have received your letter dated 19.2.2007 in respect to the booking made by your client Shri. Vinay Agarwal, for flat No. C-506 in our venture known as Gulmohar Gardens situated at Sy. No. 93 to 95, Mallapur.

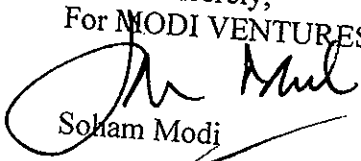
In that connection, please note the following:

1. Your client has made a provisional booking for the said flat by booking form no. 123 dated 13.3.2006, by payment of Rs. 10,000/-. He has further paid an amount of Rs. 25,000/- as stated by you.
2. As per the terms of our booking (Clause 1) the purchaser was required to execute an agreement of sale within 30 days and failure to do so would result in the cancellation of the provisional booking. Despite repeated reminders your client has failed to execute an agreement of sale.
3. As per the terms of booking your client was liable to pay an amount of Rs. 50,000/- on or before 12.4.2006, Rs. 2,03,333/- before 1.7.06, Rs. 2,03,333/- before 1.10.06 and Rs. 2,00,334 before 31.12.06. Your client has failed to pay the first installment of Rs. 50,000/- within 30 days and as per clause 1, the provisional booking shall stand cancelled. Your client has also failed to pay further installments as per the details given above.
4. As per the terms of booking your client was to obtain approval for the housing loan within 30 days of the provisional booking. Your client has failed to obtain a housing loan within 30 days.
5. After the receipt of cancellation notice dated 18.6.2006 your client has made a further payment along with the letter dated 22.6.2006 promising to make further payments. However, your client has never come forward to execute an agreement of sale or make further payments.
6. In view of the attitude of your client, an other cancellation notice dated 9.8.2006 was sent to your client. The said notice was returned as "not claimed".
7. In view of the above, the provisional booking was cancelled and amounts paid by your client were forfeited in accordance with the terms and conditions given in the provisional booking form.

In spite of the above facts if your client proceeds to file a suit, he may do so at his own cost and consequences arising there from.

Thank You.

Yours sincerely,
For MODI VENTURES


Soham Modi

Govind Prakash Bhangdia

B.Com., LL.B.

ADVOCATE

15-8-508/8, MOTILAL BUILDING,
FEELKHANA, HYDERABAD - 500 012.
PHONE : 24742910, 9849025613

BY REGD. POST ACK. DUE

To
Modi Ventures,
5-4-187/3 & 4, III Floor,
M.G. Road
Secunderabad - 500 003.

Date: 12.03.2007

Sir,

I am concerned for my client Sri Vinay Agarwal R/o Flat No. 403, Susheel Residency, Opp: CDR Hospital, Hyderguda, Hyderabad, and have instructions to issue the following rejoinder notice to your reply notice dated 22.02.2007.

The allegations in your reply notice are false hence the same are denied by my client. That your representative obtained signature of my client on some blank forms, contends of which were not brought to knowledge of my client. That the payment of Rs. 25,000/- after paying amount of Rs. 10,000/- shows that it was not a provisional booking as stated in your reply.

It is denied that my client agreed for any schedule of payment as stated by you in the reply notice. My client was never called upon to execute the agreement of sale, though he was ready to execute from the day 22.06.2006. The second payment of Rs. 25,000/- was accepted by you on 11.07.2006 and that too by sending your representative to the house of my client.

It is denied by my client that any cancellation notice dated 09.08.2006 was ever tendered to my client. That you are not entitled to terminate the agreement unilaterally and forfeit the amount paid by my client. My client has got subsisting right and if you fail to comply with the demand of my client as stated in my legal notice dated 19.02.2007, my client shall be constrained to file suit for specific performance of the agreement to sell the above stated flat, holding you responsible for the costs and consequences arising therefrom.

भारतीय डाक



INDIA POST
HYD GPO <500001>
RLAD C 9944
Counter No:3, CF-Code:SL
To:MODI VENTURES, M G ROAD
SEC


GOVIND PRAKASH BHANGDIA,
ADVOCATE

Wt:20grams,
Amt:28.00 (LFee:Rs.3.00), 11/03/2007 14:37
<<Have a nice day>>

C. BALAGOPAL

AMEERUNNISA BEGUM
K. VIJAYA SARADHI
C. V. CHANDRA MOULI

L. H. RAJESHWER RAO
BATHINA SRIHARI
MARY RUPA
ADVOCATES



201, Al-Kausar Apartments,
Road No.10, West Marredpally,
Secunderabad - 26.
E-mail : chaffabala1@rediffmail.com
☎ Off : 27805530

To:

Date: 28-03-2007

Sri. Govind Prakash Bhangdia
15-8-508/8, Motilal Building,
Feelkhana,
Hyderabad.

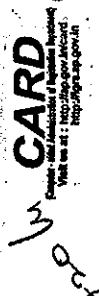
Sir,

Under instructions from my client M/s.Modi Ventures, rep.by Mr.Soham Modi, I have to address you as follows:-

1. My client has placed the notice dated 19-02-2007 issued by you on behalf of your client Sri.Vinay Agarwal and the reply issued by my client dated 22-02-2007 and the rejoinder issued by you on behalf of your client dated 12-3-2007 with instructions give reply to the above said rejoinder as follows:
2. Our client reiterates the averments made in the reply dated 22/02/2007. It is denied that the contentions in my client's reply notice are false. It is further denied that my client's representative obtained signatures of your client on some blank forms as alleged or that the payment of Rs-25,000/- and Rs.10,000/- shows that it was not a provisional booking. Infact, your client made only provisional booking and subsequently inspite of several reminders, your client never bothered to enter into a Sale Agreement or to adhere to the payment schedule as mentioned in the booking form. Your client's contention that he was never called upon to execute the Sale Agreement, though he was ready to execute the same is false and hence denied.

Handwritten signature

GOVERNMENT OF ANDHRA PRADESH/ఆంధ్రప్రదేశ్ ప్రభుత్వం
REGISTRATION AND STAMPS DEPARTMENT / రిజిస్ట్రేషన్ మరియు స్టాంపుల శాఖ
CERTIFICATE OF ENCUMBRANCE ON PROPERTY/అడ్వైస్ తాకట్టు భార భీష్కరిణ వ్రతము



SRO/ న.ర.శ. **URPAL**
 Srf/Smt **VINAYKUMARACHARI**
 (శ్రీ/శ్రీమతి)

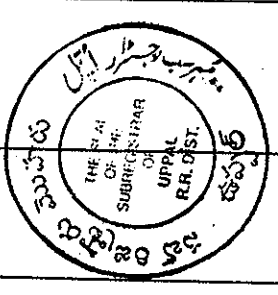
Certificate No/ భీష్కరిణ వ్రతము సంఖ్య: **7283** Application No/ పదకొంతు సంఖ్య: **9601** Date/ తేదీ: **12-03-2007**
 having applied to me for a certificate giving particulars of registered acts and encumbrances if any, in respect of under mentioned property. ఈ దిగువమువారికి వచ్చి సరిచి వ్రతము లెక్కలు రూపొందించుటకు వ్రతములు తెచ్చు భూమిని పర్యవేక్షించుటకు వ్రతములు చేసిన వారికి

VILL/COL : **MULLAPURMALLAPUR/ SURVEY: 92, 94, 95, HOUSE: APARTMENT: CHIMNARACHARENS FLAT: C506, 5TH FL**
 BUILDING: 750 SFT. NORTH: **6th FLOOR # (DWARA)** SOUTH: **OPEN TO SKY EAST: COMPLETION WEST: FLATNO507**

DATE & TIME OF APPL. IN BOOK of EC: **12-03-2007 11:58:04** **DATE & TIME OF VERIFICATION** of EC: **12-03-2007 11:58:04**
 I hereby certify that a search has been made in Book 1 and in the indexes relating thereto for acts and encumbrances affecting the said property, and that on such search the following acts and encumbrances appear.

సం. మంది సం. పండ్ల పుస్తకము మరియు అందులకు సంబంధించిన ఛార్జీల వ్రతములు చెదవన మీదుకు ఈ శ్రీంధ మొదలు వరకున తాకట్టు వ్రతములు

Sl.No పంపు సంఖ్య (1)	(a) Description of Property అడ్వై చరణములు (2)	Date of (E)xecution (R)egistration దస్తవేజు లాబులైన తేదీ రిజిస్ట్రేషన్ తేదీ (3)	(b) Nature & Value of Document దస్తవేజు స్వభావం మరియు విలువ (4)	Names of Parties / వ్యక్తి వివరములు Executants (Ex) and Claimants (Cl) ప్రాసి ఉచ్చిత వారు వాక్కు తగ్గులు (5) (6)	Ref. to Document Entry దస్తవేజు కాపీ వివరం		
					Vol.No/Page No. వాల్యం/ పుట (7) (8)	Document No/Year దస్తవేజు నెం./ సం. (9) (10)	
			NIL - EC				



also certify that except the abovesaid acts and encumbrances no other act and encumbrances affecting the said property have been found. ఈ అడ్వైస్ నుబంధించి పై తెలుపబడిన తాకట్టు వ్రతము వల్లగా వచ్చిన ఇతర తాకట్టు వ్రతముల మూలకానికి యొందలేని కారణ భీష్కరిణ వ్రతము.

Search made and certificate prepared by: **URPAL**
 Search verified and certificate examined by: **Smt. Vinay Kumarachari**

Received Rs. 100 +20 towards EC Fee against Card Received No. **7283**
 పంపు సంఖ్య: **7283** తేదీ: **12-03-2007**
 OFFICE SEAL & DATE / సంఖ్య మరియు తేదీ
 Registrar of Stamps, Uppal, R.R. Dist.