

# Silver Oak Bungalows Phase -III

(Owned & Developed by Mehta & Modi Homes) Sy.  
No. 31, 40, 41, 42, 44, 45 & 55  
Cherlapally, Hyderabad-500 051.  
Phone: 040-65167555.

Marketed by:



## MODI

PROPERTIES &  
INVESTMENTS PVT. LTD.  
5-4-187/3 & 4, II floor, M. G. Road  
Secunderabad - 500 003.  
Phone : +91-40-66335551  
Fax : +91-40-27544058  
Email : info@modiproperties.com

### BOOKING FORM

No. 3009

Name of Purchaser:		MR. A. KRISHNA RAO	
Name of father/spouse:		MR. A. SRIRAMULAPPAIAH	Age 60
Address:		6-3-252/A/13714, Flat No. 1, GANDHAKUTI APTS. ERRAMANJIL COLONY, HYDERABAD-82	
Occupation:			
Phone	Office		Home 23305869
	Mobile 9866662899		Email
Plot No.	328	Plot Area 174 Sq. yds.	Built-up Area 1650 Sq. Ft.
Total Sale Consideration:	Rs. 38.22.000/-		
(In words)	Rupees. Thirty eight thousand Two thousand 400/-		
Payment Terms	Booking Amount Rs. 25,000/-	Receipt no. & date:	
Installment No.	Due Date	Amount	
1.	12. 12. 07	2,60,000	
2.	26. 02. 08	15,28,000	
3.	01. 04. 08	3,44,833	
4.	01. 07. 08	3,44,833	
5.	01. 10. 08	3,44,833	
6.	01. 01. 09	3,44,833	
7.	01. 04. 09	3,44,833	
8.	01. 07. 09	3,44,835	
9.			
10.			
Payment Scheme	<input type="checkbox"/> Housing Loan		<input checked="" type="checkbox"/> Installment Scheme
Remarks	Regn. Vat. & S. Tax as applicable		
		PPT No.	301

I HEREBY DECLARE THAT I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME

Date: 27<sup>th</sup> Nov 07

Place: Sec. 620

Booked by: Navaraj Mehta Auddy

Signature of Purchaser: *[Signature]*

For Modi Properties & Investments Pvt. Ltd.

Signature: *[Signature]*

Name: Jagdish Kanouja

27/11/07

Note:

M/s. Mehta & Modi Homes a partnership firm is the Owner / Builder / Developer of Silver Oak Bungalows (Phase III). M/s. Modi Properties & Investments Pvt. Ltd., are duly appointed as the sole Marketing Agents of M/s. Mehta & Modi Homes. All payments however shall be made directly in favour of M/s. Mehta & Modi Homes. The term Builder shall mean and include both Modi Properties & Investments Pvt. Ltd. and Mehta & Modi Homes.

## **TERMS AND CONDITIONS:**

### **1. NATURE OF BOOKING:**

- 1.1 This is a provisional booking for a Bungalow mentioned overleaf in the project known as Silver Oak Bungalows (Phase-III).
- 1.2 The provisional booking do not convey in favour of purchaser any right, title or interest of whatsoever nature unless and until required documents such as Sale Agreement / Sale Deed / Construction Contract, etc., are executed.
- 1.3 The purchaser shall execute the required documents within a period of 15 days from the date of booking along with payment of the 1<sup>st</sup> installment mentioned overleaf. In case, the purchaser fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to deduct cancellation charges as mentioned herein.

### **2. REGISTRATION & OTHER CHARGES:**

- 2.1 Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the purchaser.
- 2.2 Service Tax & VAT as applicable from time to time shall be extra and are to be borne by the purchaser.

### **3. MODE OF PAYMENT:**

- 3.1 All payments from outstation locations are to be paid through DEMAND DRAFTS only. Demand Drafts / Local Cheques are to be made payable to M/S. MEHTA & MODI HOMES. Cash payment shall be made only at the Head Office or Site Office. The purchaser must insist on a duly signed receipt from authorized personnel having photo identity cards.

### **4. DELAYED PAYMENTS:**

- 4.1 Simple interest at the rate of 1.5% per month shall be charged on all delayed payments of installments. The rate of interest to be paid along with delayed installments is Rs. 1.50 per Rs. 100/- per month.

### **5. HOUSING LOANS:**

- 5.1 The purchaser at his/her discretion and cost may avail housing loan from bank/ financial institution. The purchaser shall endeavour to obtain necessary loan sanctions 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 purchaser for whatsoever reason. The payment of installments to the builder shall not be linked to the housing loan availed / to be availed by the purchaser.

### **6. CANCELLATION CHARGES:**

- 6.1 In case of default mentioned in clause 1.3 above, the cancellation charges shall be Rs. 25,000/-.
- 6.2 In case of failure of the purchaser to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be NIL provided necessary intimation to this effect is given to the builder in writing along with necessary proof of non-

sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-.

- 6.3 In case of request for cancellation in writing within 60 days of this provisional booking, the cancellation charges shall be 50,000/-.

- 6.4 In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed sale consideration.

### **7. OTHER CONSEQUENCES UPON CANCELLATION:**

- 7.1 The purchaser shall re-convey and redeliver the possession of the Bungalow / plot in favour of the builder at his/her cost free from all encumbrances, charges, claims, interests etc., of whatsoever nature.

### **8. ADDITIONS & ALTERATIONS:**

- 8.1 Cost of any additions and alterations made over and above specifications mentioned in the brochure at the request of the purchaser shall be charged extra.

- 8.2 All the bungalows in Silver Oak Bungalows (Phase-III) shall have a similar elevation, colour scheme, compound wall, landscaping, trees, etc. No purchaser shall 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.

### **9. BROKERAGE COMMISSION:**

- 9.1 The builder has not appointed any other agents for marketing and/or obtaining loans. No brokerage commission or any other charges shall be payable to any employee of the company.

### **10. MEMBERSHIP OF ASSOCIATION / SOCIETY:**

- 10.1 The purchaser shall become a member of the Association / Society which shall be formed to look after the maintenance of Silver Oak Bungalows (Phase-III) and abide by its rules.

### **10.2 POSSESSION:**

- 11.1 The purchaser on execution of the required documents as stated herein shall deliver the possession of the land to the builder for enabling it to construct the bungalow.

- 11.2 The builder shall deliver the possession of the completed bungalow together with land to the purchaser only on payment of all dues to the builder.

### **12. OTHER TERMS & CONDITIONS:**

- 12.1 Other Terms & Conditions mentioned in Sale Agreement / Deed and Work Order shall apply.
- 12.2 In case, the Bungalow is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned herein.
- 12.3 This booking is not transferable.

# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

To,  
Mr. A. Krishna Rao  
6-3-252/A/13 & 14,  
Flat No. 1,  
Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

Date: 11.12.2007

Sub.: Provisional booking for Bungalow No. 328 in our project known as Silver Oak Bungalows (Phase-III), at Survey No. 291, Cherlapally, Hyderabad - 500 051, vide booking form no. 3009 dated 27<sup>th</sup> November 2007.

Dear Customer,

Thank you for having made a provisional booking for the above referred Bungalow in our project.

In case you are availing a housing loan for this Bungalow, you are required to make a housing loan application within 15 days of booking and intimate us about the approval for housing loan received within 30 days from the date of booking.

You are requested to contact our Customer Relations Team for completing the formalities of housing loan, agreements, sale deeds, payments, etc. and they shall help you coordinate with the housing finance companies for the approval and release of the housing loan.

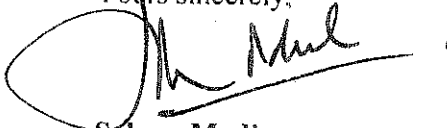
Contact:

Head Office: +91-040 66335551  
Mr. Lawrence Peterson, Assistant Manager - Customer Relations: +91-9246575720  
Mr. Raghuv eer, Customer Relations Executive: +91-9246575721

Please refer to the notes about housing loan, sale agreement and payment terms given overleaf.

Thank You,

Yours sincerely,



**Soham Modi**  
Managing Partner.



# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

Date: 03.04.2008

To,  
Mr.A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No.1, Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

## REMINDER NOTICE

Dear Sir,

You have entered into a Sale Agreement dated 21.02.2008 for the purchase of Bungalow No. 328 in our project known as Silver Oak Bungalows (Phase-III), at Survey Nos. 31, 40, 41, 42, 44, 45 & 55, Cherlapally, Hyderabad - 500 051.

As per the terms of the Sale Agreement the 2<sup>nd</sup> Installment of Rs. 15,28,000 /- was due on 26.02.2008 and the 3<sup>rd</sup> Installment of Rs. 3,44,833 /- was due on 01.04.2008.

You are hereby requested to pay the above installments within 7 days of receiving this notice.

Please note that as per our terms you shall be liable to pay interest on delayed payments.

Thank You.

Yours sincerely,



SOHAM MODI,  
Partner.

Mahesh G.

C-328.reminder.payment.of.installments

Somesvara Vja/Pg/1-1107-08NJA-7 dt. 04-09-07, RP-54

आर.पी.-54  
R.P. - 54

भारतीय डाक विभाग  
DEPARTMENT OF POSTS, INDIA

प्राप्ति स्वीकृति / ACKNOWLEDGEMENT

रजिस्ट्री-पत्र/पार्सल प्राप्त हुआ

Received Registered Letter/Parcel/

SOBL-328

\* अन्यावश्यक को काट दिया जाए  
\* Strike out if not relevant

क्रमांक/No.	तारीख/Dated	का/of
-------------	-------------	-------

\* बीमाका मूल्य रुपये में

\* Insured for Rupees

MR. A. Krishna Rao.

6-3-2007/0/13/14.

पाने वाला

Addressed to

Flat No. 1, Vandhivati Apartments.



304 - 082

को/on

वितरण स्टाकषर की तारीख-मोहर  
Date stamp of office of delivery

हस्ताक्षर और नाम/Signature and Name

30/4/08

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA  
INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L 376144

No. 11635 Date 29/12/2007  
In the presence of Mr. Venkatesh  
S. O. P. A. S. P. W.  
For the Vendor Mr. S. Mehta

K. SATISH KUMAR  
S.V.L. No:13/2000, R. No: 26/2008  
B-2-30 PREMAVATHIPET (V)  
R. NAGAR (M), R.R. DIST.

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 21<sup>st</sup> day of February 2008 at Secunderabad by and between:

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 Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years and Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.)

AND

Mr. A. Krishna Rao, son of Mr. A. Sriramulappaiah aged about 60 years, residing at H. No. 6-3-52/A/13 &14, Flat No.1, Gandhkuti Apartments, Erramanzil Colony, Hyderabad - 500 082, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

FOR MEHTA & MODI HOMES  
  
Partner

FOR MEHTA & MODI HOMES  
  
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, 41, 42, 44 & 45, 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.

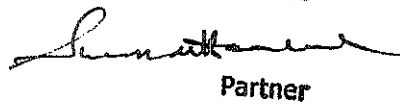
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

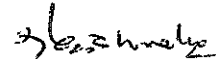
- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44 & 45, 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 tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The Vendor is desirous of developing the balance land for which building permission from HUDA is yet to be obtained. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MEHTA & MODI HOMES

  
Partner

For MEHTA & MODI HOMES

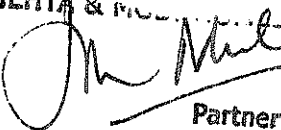
  
Partner

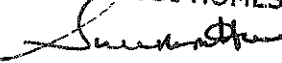


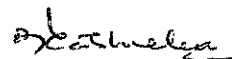
- H) The Vendor has purchased about Ac. 6-05 Gts., forming a part of Sy. No. 35 to 39 of Cherlapally Village, and has already developed into 76 independent bungalows along with amenities like club house, swimming pool, tennis court, badminton courts, landscape garden, childrens park, back-up generator, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-I. The Vendor has further purchased about Ac. 6-10 Gts., forming a part of Sy. No. 291 of Cherlapally Village, and is developing the same into 68 independent bungalows along with amenities like amphitheatre, childrens park, roads, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-II.
- I) The Vendor proposes to develop the Scheduled Land by constructing about 100 Independent Bungalows (out of which 68 bungalows have been sanctioned by HUDA) of similar size, similar elevation, same colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The Vendor proposes to share the common amenities between Silver Oak Bungalows (Phase-I), Silver Oak Bungalows (Phase-II) and Silver Oak Bungalows (Phase-III) amongst the owners of the Bungalows in each Phase. The proposed bungalows will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- J) The Vendor in the scheme of the development project of Silver Oak Bungalows (Phase-III) has planned that the prospective buyers shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon. For this purpose, the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the bungalow. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the bungalow.
- K) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 328 and also about the capacity, competence and ability of the Vendor 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 (Phase-III).
- L) The Vendee is desirous of purchasing a plot of land together with a bungalow to be constructed thereon as detailed below in the project – Silver Oak Bungalows (Phase-III) and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of Bungalow	Built-up Area
328	174 Sq. Yds.	Deluxe	1650 sft

- M) The Vendee has made a provisional booking vide booking form no. 3009 dated 27<sup>th</sup> November 2007 for the above referred bungalow and has paid a booking amount of Rs. 25,000/- to the Vendor.
- N) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

FOR MEHTA & MODI  
  
 Partner

FOR MEHTA & MODI HOMES  
  
 Partner





NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 174 sq. yds. bearing plot no. 328 in Silver Oak Bungalows (Phase-III) situated at Sy. No. 31, 40, 41, 42, 44 & 45, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a deluxe bungalow to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the bungalow to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 38,22,000/- (Rupees Thirty Eight Lakhs Twenty Two Thousand Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 3,48,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs.14,94,000/-
C.	Total towards land cost (A+B)	Rs.18,42,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 19,80,000/-
E.	Total sale consideration (C+D)	Rs. 38,22,000/-

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
27.11.2007	Cheque No. 925997	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 37,97,000/- to the Vendor as under:

Installment	Due date for payment	Amount
I	12.12.2007	2,00,000/-
II	26.02.2008	15,28,000/-
III	01.04.2008 15.06.08	3,44,833/- ✓
IV	01.07.2008	3,44,833/-
V	01.10.2008	3,44,833/-
VI	01.01.2009	3,44,833/-
VII	01.04.2009	3,44,833/-
VIII	01.07.2009	3,44,835/-

3. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
4. That the Vendee at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for what so ever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

For MEHTA & MODI HOMES For MEHTA & MODI HOMES

  
Partner

  
Partner

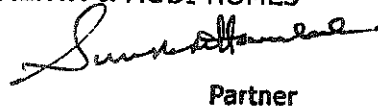


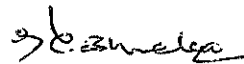
5. That in case of delay in the payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
- In case of failure of the Vendee to obtain housing loan within 7 days of this agreement, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-
  - In case of request for cancellation in writing within 15 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
  - In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed total sale consideration.
6. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage/ costs.
7. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I and II installments aggregating to Rs. 17,28,000/-.
8. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, agreement for development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
9. It is hereby agreed and understood explicitly between the parties hereto the Vendee 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, or the agreement for development charges, and/or the agreement of construction.
10. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the bungalow thereon and for providing other amenities which are part and parcel of the Silver Oak Bungalows (Phase-III) Project. The Vendor shall re-deliver the possession of the completed bungalow together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
11. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before 1<sup>st</sup> July 2009 with a further grace period of 6 months.

For MEHTA & MODI HOMES

  
Partner

For MEHTA & MODI HOMES

  
Partner

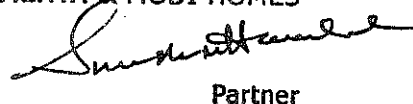


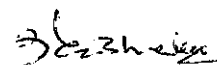
12. That the Vendee shall enter into a separate agreement with the Vendor for construction of the bungalow as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.
13. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed bungalow in the Scheduled Plot.
14. That the name of the project which is styled by the Vendor as Silver Oak Bungalows (Phase-III) shall always be called as such and shall not be changed.
15. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor 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 (Phase-III) shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
16. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
17. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows (Phase-III) project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor 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 Vendor. 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.
18. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 (Phase-III) project and in respect to the Scheduled Property and also the adjoining areas.
19. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.

For MEHTA & MODI HOMES

  
Partner

For MEHTA & MODI HOMES

  
Partner



20. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Vendee make any additions or alterations in the bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows (Phase-III) Project.
21. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows (Phase-III) Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor.
22. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow (Phase-III). To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows (Phase-III) (d) Store any explosives, combustible materials or any other materials prohibited under any law.
23. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
24. That 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.
25. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.
26. 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.

For MEHTA & MODI HOMES

  
Partner

For MEHTA & MODI HOMES

  
Partner

SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 328 admeasuring about 174 sq. yds. forming part of Sy. No. 31, 40, 41, 42, 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Park
South	Plot No. 327
East	Plot No. 329
West	30' wide road

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1650 sq. ft. of built-up area to be constructed on the above said plot no. 328 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

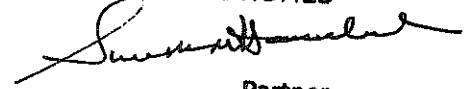
IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

For MEHTA & MODI HOMES  
  
Partner

For MEHTA & MODI HOMES

  
Partner  
(Soham Modi)  
VENDOR

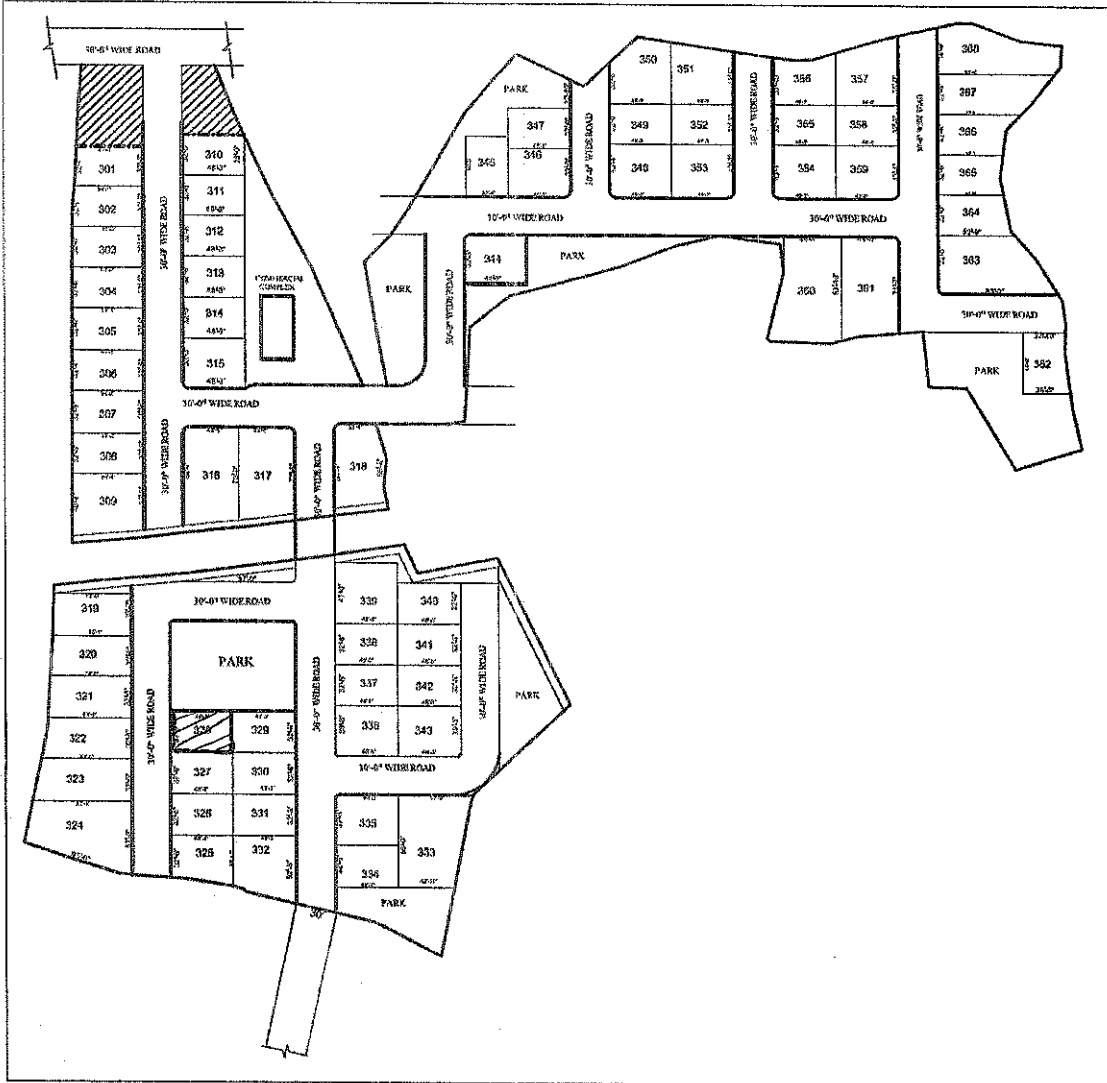
2.

(Suresh U. Mehta)  
VENDOR

  
VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 328 ADMEASURING ABOUT 174 SQ.YDS., (MARKED IN RED) FORMING A PART OF SURVEY NO. Sy. No. 31, 40, 41, 42, 44 & 45, SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.



For MEHTA & MODI HOMES

*[Signature]*  
Partner

(SOHAM MODI)  
VENDOR

For MEHTA & MODI HOMES

*[Signature]*  
Partner

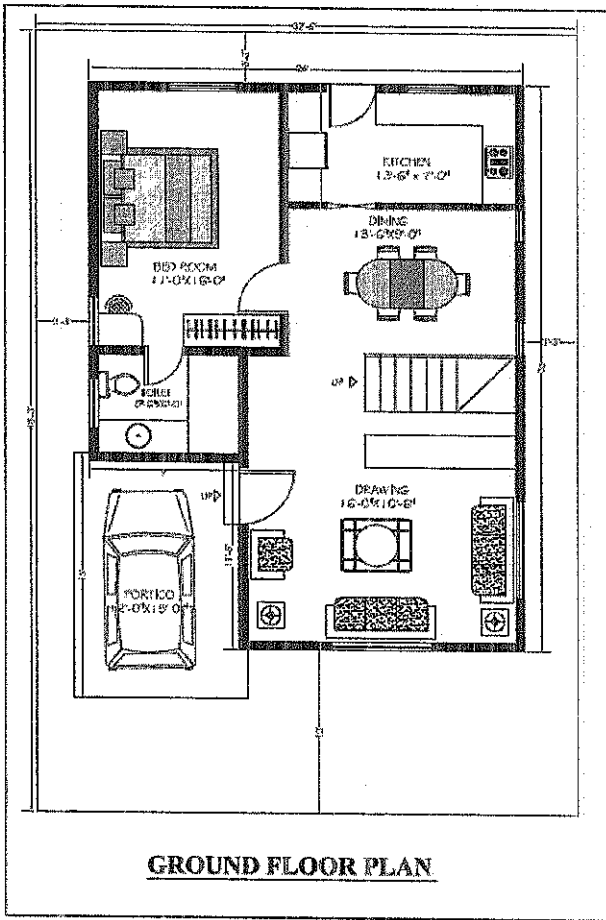
(SURESH U. MEHTA)  
VENDOR

*[Signature]*

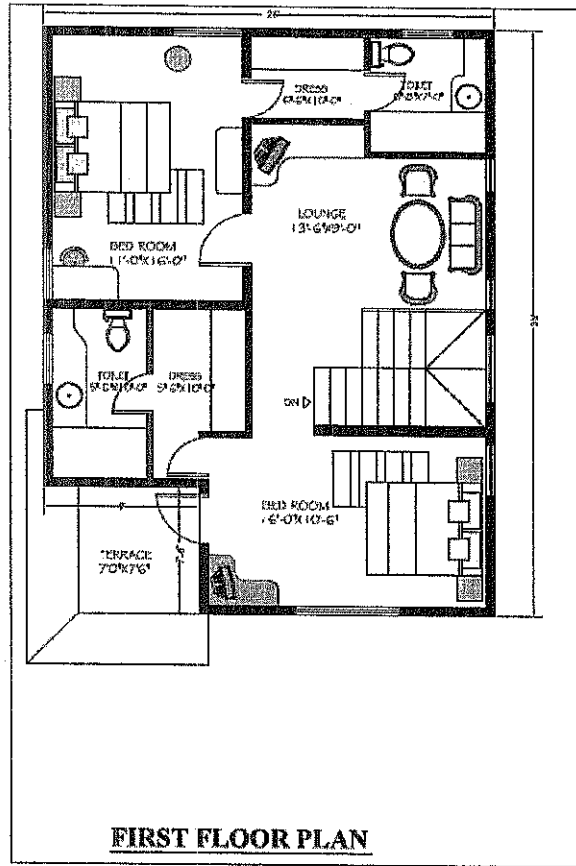
VENDEE

ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 328 ADMEASURING 1650 SFT. OF BUILT-UP AREA.



**GROUND FLOOR PLAN**



**FIRST FLOOR PLAN**

For MEHTA & MODI HOMES

*Soham Modi*  
Partner

(SOHAM MODI)  
VENDOR

For MEHTA & MODI HOMES

*Suresh U. Mehta*  
Partner

(SURESH U. MEHTA)  
VENDOR

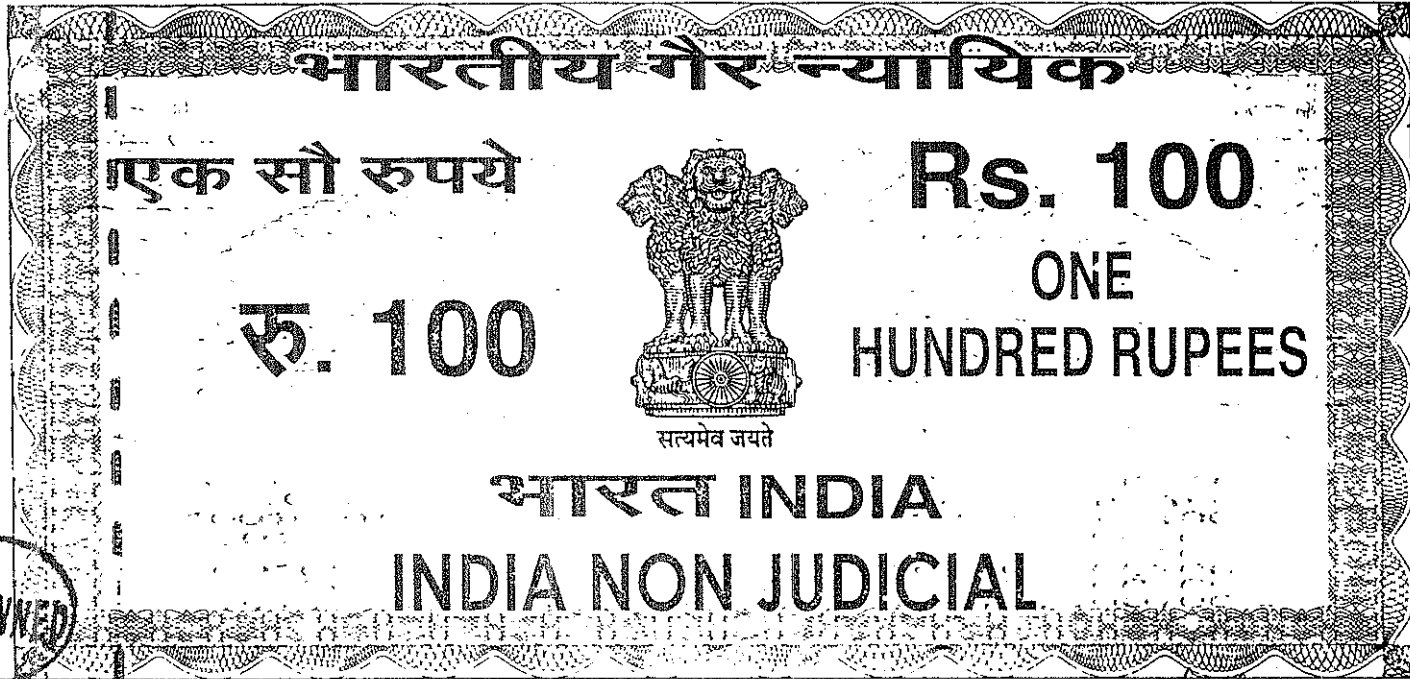
*Girish Mehta*

VENDEE

20/05/14G

524/05

Account 5302



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

*Leela G Chimala*  
N 523058

LEELA G CHIMALA  
STAMP VENDOR

N. 523058

6-4-76/A, Cent: Ranganth  
SECUNDERABAD-500 0

5031 27/5/08 1002  
 G. V. R. U. V. A. T. B. S. H.  
 3/6 G. P. RAO  
 MEHTA & MODI HOMES

SECBAD

**AGREEMENT FOR LAND DEVELOPMENT CHARGES**

This Agreement is made and executed on this the <sup>th</sup> 5 day of June 2008 at Secunderabad 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 Mr. Soham Modi, Son of Sri Satish Modi, aged about 38 years, Occupation: Business and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 58 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

MR. ANGAJALA KRISHNA RAO, SON OF MR. A. SRIRAMULAPPAIAH aged about 61 years, residing at H. No. 6-3-252/A/13 &14, Flat No.1, Gandhkuti Apartments, Erramanzil Colony, Hyderabad - 500 082, 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 and Modi Homes

For Mehta and Modi Homes

*[Signature]*  
Partner

*[Signature]*  
Partner

Page 1

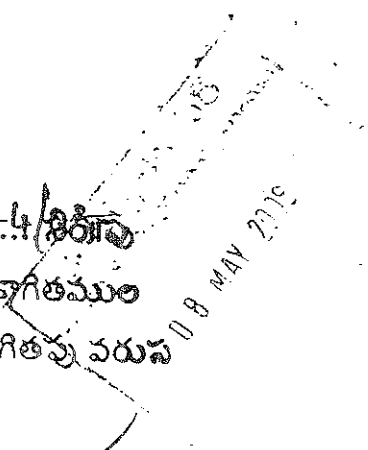
*[Signature]*



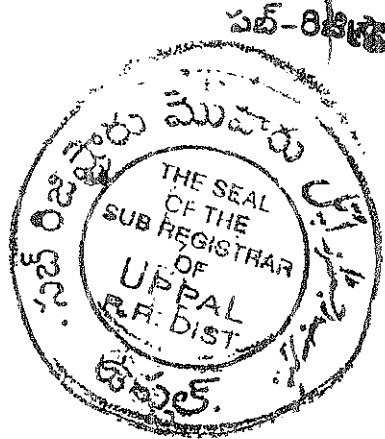
**ENDORSEMENT**  
 Certified that the following amounts have been paid in respect of this document:

<b>Stamp Duty:</b>	
1. in the shape of stamp papers.....	Rs. 100/-
2. in the shape of challan (u/s.41 of I.S.Act, 1899).....	Rs. 1000/-
3. in the shape of cash (u/s.41 of I.S.Act, 1899).....	Rs. —
4. adjustment of stamp duty u/s.16 of I.S.Act,1899, if any	Rs. —
<b>Transfer Duty:</b>	
1. in the shape of challan.....	Rs. —
2. in the shape of cash.....	Rs. —
<b>Registration fee:</b>	
1. in the shape of challan.....	Rs. 1000/-
2. in the shape of cash.....	Rs. —
<b>User Charges:</b>	
1. in the shape of challan.....	Rs. 100/-
2. in the shape of cash.....	Rs. —
Sub-Registrar	Total: Rs. 1600/-

1 వ పుస్తకము కి 124/8000  
 దస్తావేజాల మొత్తం కాగితము  
 సంఖ్య: 11 ఈ కాగితపు వరుస  
 సంఖ్య: 14



1920 వ.సం.శా. 124/8000 నెల 5 వ తేది  
 1920 వ.సం.శా. 124/8000 మాసము కి 124/8000 తేది  
 గలు. 12 మరియు గంటల మధ్య  
 పుక్ సబ్-రిజిస్ట్రారు అఫీసులో  
 K. Prabhakar Reddy  
 జిప్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను  
 నుసరించి సమర్పించవలసిన టాటోగ్రాఫులు  
 మరియు పేలిముద్రలతో సహా దాఖలుచేసి  
 దానిని రూ. 1000/- చెల్లించినారు.



Receipt No. 124/8000 D.S. 16/05/16 Via  
 R.H. Hatsiguda Branch, Sec'bad

స యిచ్చినట్లు అప్పుకొన్నట్లు  
 ఎడమ బ్రాహ్మణవేలు



1) K. P. Reddy o.c. Service  
 2nd floor, Soham mansion  
 M. G. Road, Sec'bad, through attested G/A by Presently  
 of documents, date G/A No. 69/16/08 at SRO,  
 Uppal, R.R. Dist.

A. Krishna Rao s/o - A. Srinamulappaiah  
 o.c. Service R/o. H.No. 6-3-252/A/13 & 14  
 Flat No. 1, Gandhukh Apts, Erramandil Colony  
 Hyderabad - 082.

Kiran s/o. Ramaiah Rao o.c. Business  
 R/o. 10/ San Sai Apts. Nagole 'A' Road, Hyderabad

RAJU s/o. VENKAT RAO o.c. BUSINESS  
 R/o. 2-54, UPPAL, R.R. DIST

2008 వ. సం. శా. 124/8000 నెల 5 వ తేది  
 1920 వ. సం. శా. 124/8000 మాసము కి 124/8000 తేది.

సబ్-రిజిస్ట్రారు

WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 21<sup>st</sup> February 2008 for purchase of a bungalow along with an identifiable plot of land (plot no. 328) in the project known as Silver Oak Bungalows (Phase-III), situated at part of Sy. Nos. 31, 40, 41, 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. 328 admeasuring 174 sq. yds. under a Sale Deed dated 05.06.08 registered as document no. 5123/08, 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.

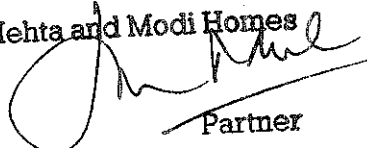
NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. The Buyer has agreed to pay in advance a sum of Rs. 14,94,000/- (Rupees Fourteen Lakhs Ninety Four 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 already paid an amount of Rs. 5,05,000/- (Rupees Five Lakhs Five Thousand Only) before entering into this agreement and the Builder admitted and acknowledged the receipt for said consideration.
3. The Buyer shall pay to the Builder the balance amount for development charges of Rs. 9,89,000/- (Rupees Nine Lakhs Eighty Nine Thousand Only) in the following manner:

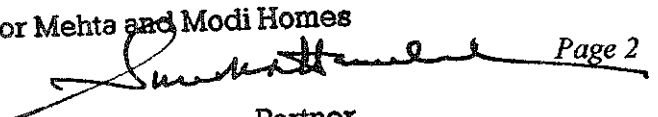
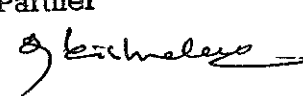
Installment	Amount (Rs.)	Due date of payment
I	9,00,000/-	26.02.2008
II	89,000/-	01.04.2008

4. The Buyer shall liable to pay the development charges on land in advance 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.
5. 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 Mehta and Modi Homes

  
Partner

For Mehta and Modi Homes

  
Partner  


1 వ పుస్తకము No. 124/2008  
 దస్తావేజాల మొత్తం కాగితముల  
 సంఖ్య 1..... ఈ కాగితపు వరుస  
 సంఖ్య 2.....

పబ్-రిజిస్ట్రారు

Instrument Under Section 42 of Act 11 of 1907  
 No. 5124 of 2008 Date 5/6/08

I hereby certify that the proper deficit  
 stamp duty of Rs. 14800/- Rupees  
 Eight hundred and forty only  
 has been levied in respect of this instrument  
 from Sri. K. Rambhaker Reddy  
 on the basis of the agreed Market Value  
 consideration of Rs. 149000/- being  
 higher than the consideration agreed Market  
 Value.

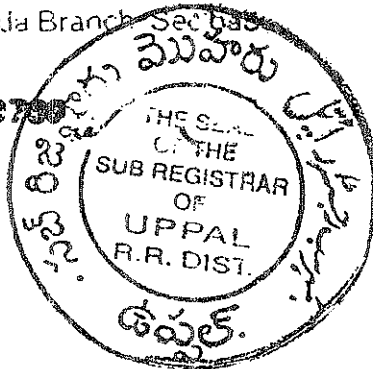
S.R.O. Uppal

Sub Registrar  
 and Collector U.S. 41&4  
 INDIAN STAMP ACT

Registration Endorsement

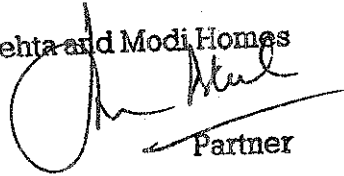
An amount of Rs. 14800/- towards Stamp Duty  
 including Transfer duty and Rs. 1000/-  
 towards Registration Fee was paid by the party  
 through Challan Receipt Number 764277  
 Dated 5/6/08 at SBH Habsiguda Branch Sec 4

S.S.H. Hebalguda  
 A/c No. 0100050790  
 of S.R.O. Uppal

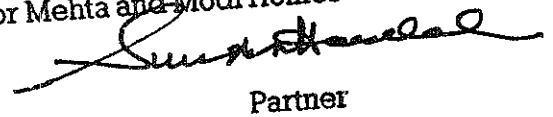


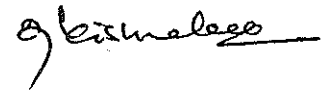
6. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, and/or the agreement for construction.
7. 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.
8. 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.
9. 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.
10. Stamp duty and Registration amount of Rs. 15940 /- is paid by way of challan No. 76477, dated 05.06.08, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

For Mehta and Modi Homes

  
Partner

For Mehta and Modi Homes

  
Partner

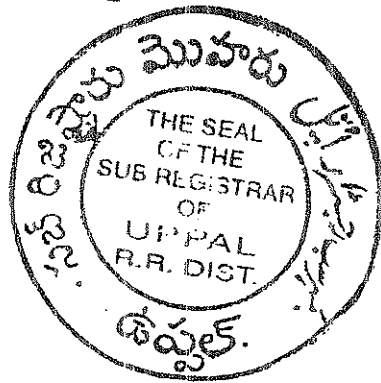


1 వ పుస్తకము కి.2.4. స్వల్ప  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య!!.....ఈ కాగితపు వరుస  
సంఖ్య.....

పబ్-రిజిస్ట్రారు

ని పుస్తకము సం|| (కా.కా) ప. 5.2.4.108  
నెంబరుగా రిజిస్ట్రారు చేయబడి స్వామింగు నిమిత్తం  
గుర్తింపు నెంబరు కి.2.4.1-200 శివ్వెడమైస  
200 శివం|| సెన్...నెల...వ...తేది

రిజిస్ట్రారు ఆధికారి



SCHEDULED PLOT

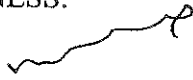
ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 328 admeasuring about 174 sq. yds. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Block No.2 Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, bounded on:

North	Park
South	Plot No. 327
East	Plot No. 329
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:

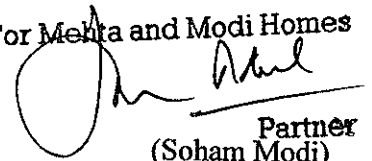
1.



2.

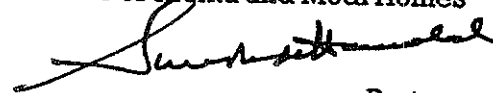


For Mehta and Modi Homes

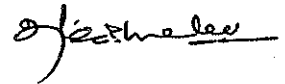


Partner  
(Soham Modi)  
BUILDER

For Mehta and Modi Homes



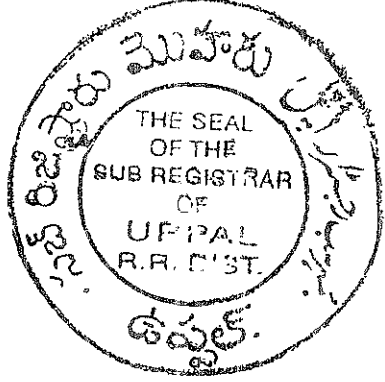
Partner  
(Suresh U. Mehta)  
BUILDER




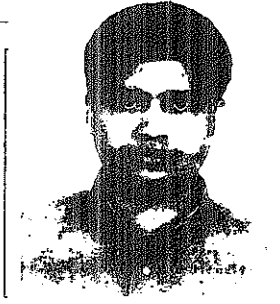
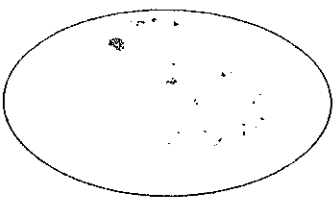
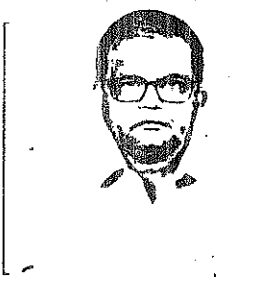
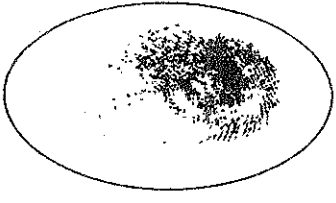

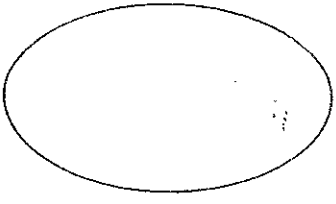
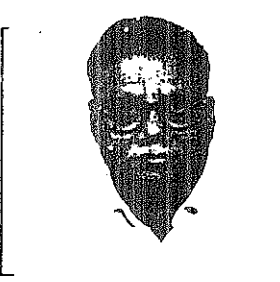
B J Y E R.

వ పుస్తకము. ౧. 2. 4 స్థలము  
దస్తావేజుల మొత్తం కాగితముల  
సంఖ్య. 1. 1. ఈ కాగితపు వరుష  
సంఖ్య. 4. ....

పబ్-రిజిస్ట్రారు



**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<u>BUILDER:</u> M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS. 1. MR. SOHAM MODI S/O. MR. SATISH MODI
			2. MR. SURESH U. MEHTA S/O. LATE UTTAMLAL MEHTA (O). 5-4-187/3 & 4, III FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD - 500 003.
			<u>GPA FOR PRESENTING DOCUMENTS:</u> MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003.
			<u>BUYER:</u> MR. ANGAJALA KRISHNA RAO S/O. MR. A. SRIRAMULAPPAIAH R/O. H. NO. 6-3-252/A/13 &14 FLAT NO.1, GANDHKUTI APARTMENTS ERRAMANZIL COLONY HYDERABAD - 500 082.

SIGNATURE OF WITNESSES:

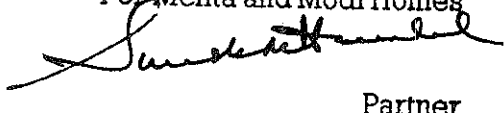
1. 

2. 

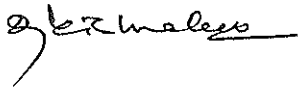
For Mehta and Modi Homes

  
Partner

For Mehta and Modi Homes

  
Partner

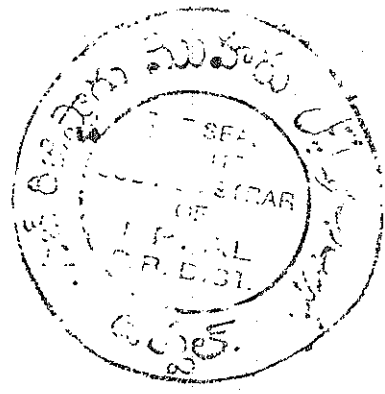
SIGNATURE OF EXECUTANTS





వ పుస్తకము 12.4/1994  
దస్తావేజుల మొత్తం కాగితముల  
సంఖ్య 11..... ఈ కాగితపు వరుస  
సంఖ్య 5.....

సబ్-రిజిస్ట్రారు




PERMANENT ACCOUNT NUMBER  
**ABMPM6725H**

नाम / NAME  
**SONAM SATISH MODI**

पिता का नाम / FATHER'S NAME  
**SATISH MANLAL MODI**

जन्म तिथि / DATE OF BIRTH  
**18-10-1989**

हस्ताक्षर / SIGNATURE  


Chief Commissioner of Income-tax, Andhra Pradesh

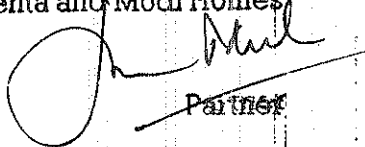
ANDHRA PRADESH  
 DRIVING LICENCE  
**DLBAP011193022002**

प्रमाणित किया है  
**K PRADESH REDDY**  
**2-3-2024**  
**JALSWAL CANTONMENT**  
**HYDERABAD**

30072002 DUPLICATE

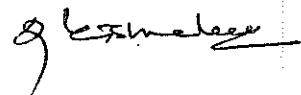
Licensing Authority  
 RTA-HYDERABAD-EE

For Mehta and Modi Homes

  
 Partner

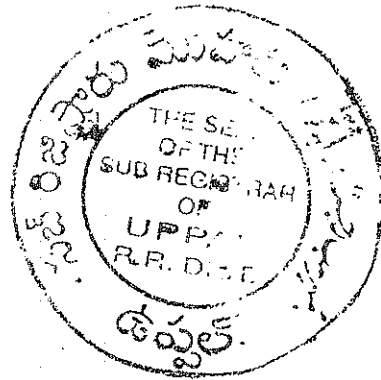
For Mehta and Modi Homes

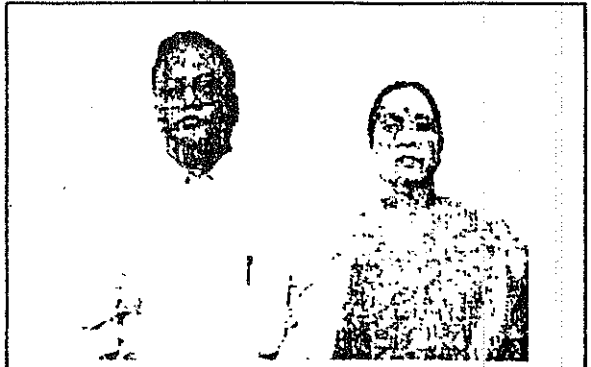
  
 Partner



పుస్తకము. 5.124/సంఖ్య  
దస్తావేజుల వెలుగు కాగితముల  
సంఖ్య!!..... ఈ కాగితపు వరుస  
సంఖ్య..... 6

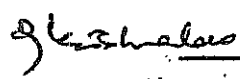
సబ్-రిజిస్ట్రార్:





**Family Members Details**

S.No	Name	Relation	Date of Birth	Age
2	Ratnamala	Wife	15/01/49	57
3	Srinivasa Rao	Son	01/01/78	28
4	Sailaja Rao	Daughter	09/01/73	33
5	Rajasekhar	Son in-law	23/07/69	37
6	Sriramulappaiah	Father	30/06/16	90

  
 31/01/2006  
**DPL Incharge**

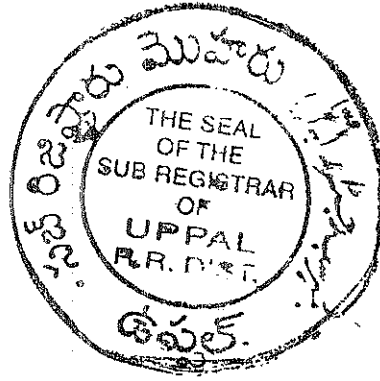
*Handwritten signature*

HOUSEHOLD CARD	
Card No.	: PAPI6771500170
F.P Shop No.	: 715
Name of Head of Household	: Angajala Krishna Rao
Father/ Husband name	: Sriramulappaiah
Date of Birth	: 14/03/1947
Age	: 59
Occupation	: Employee Private (Migrant Laborer)
House No.	: 6-3-252/A/B14 F 1
Street	: IRRUMANZIL
Colony	: GANDHA KUTI APTS
Ward	: 6
Circle	: Circle VII
District	: Hyderabad
Annual Income (Rs.)	: 1,260,000
LPG Consumer No. (1)	: 37692/(Double)
LPG Dealer Name (1)	: Tirumala Enterprises,BPC
LPG Consumer No. (2)	: /
LPG Dealer Name (2)	: /



వ పుస్తకము 5124/108  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య 11 ఈ కాగితపు వరుస  
సంఖ్య 3

సబ్-రిజిస్ట్రారు



**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005146/2008 of SRO: 1507(UPPAL)



Presentant Name(Capacity): K.PRABHAKAR  
REDDY(GP)

Report Date: 05/06/2008 14:29:51

This report prints the list of parties for whom Photos and FPs are Manual Enclosures

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignature
2	Manual Enclosure	Manual Enclosure	(EX) M/S.MEHTA & MODI HOMES 5-4-187/3&4, II FLOOR SOHAM MANSION, M.G.ROAD, SEC'BAD	
3	Manual Enclosure	Manual Enclosure	(EX) SOHAM MODI [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	
4	Manual Enclosure	Manual Enclosure	(EX) SURESH U.MEHTA [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	

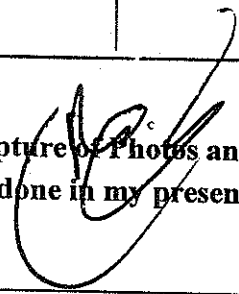
Identified by  
Witness 1  
Witness 2

Photos and TIs  
captured by me

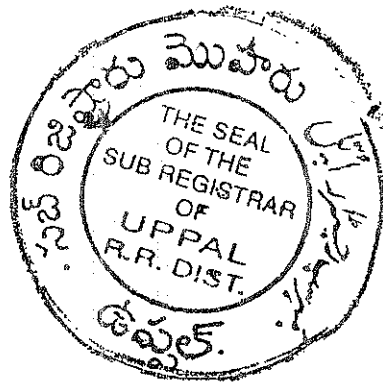


Capture of Photos and TIs  
done in my presence



1 వ పుస్తకము. 5.124/02  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య!!.....ఈ కాగితపు చదువ  
సంఖ్య.....8

పబ్-రిజిస్ట్రార్





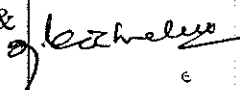
**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005146/2008 of SRO: 1507(UPPAL)



Presentant Name(Capacity): K.PRABHAKAR  
REDDY(GP)

Report Date: 05/06/2008 14:29:20

This report prints the Photos and FPs taken on 05/06/2008 14:26:19

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1			(CL) ANGAJALA KRISHNA RAO H.NO.6-3-252/A/13 & 14FLAT NO.1, GUNDHKUTI APTS,ERRAMANZIL COL	

Identified by  
Witness 1  
Witness 2

Photos and TIs  
captured by me



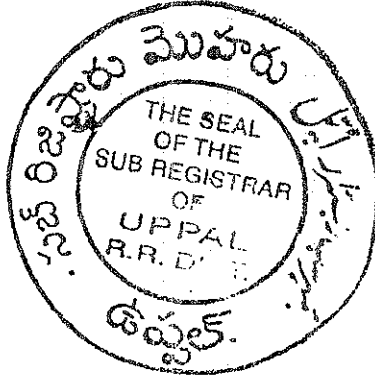
Capture of Photos and TIs  
done in my presence





1వ పుస్తకము... 12.44/08  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య... 11... ఈ కాగితపు వరుస  
సంఖ్య... 9.....

పబ్-రిజిస్ట్రారు



**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005146/2008 of SRO: 1507(UPPAL)

Presentant Name(Capacity): K.PRABHAKAR  
REDDY(GP)

Report Date: 05/06/2008 14:29:51

This report prints the list of parties for whom Photos and FPs are Manual Enclosures

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignature
2	Manual Enclosure	Manual Enclosure	(EX) M/S.MEHTA & MODI HOMES 5-4-187/3&4, II FLOOR SOHAM MANSION, M.G.ROAD, SEC'BAD	
3	Manual Enclosure	Manual Enclosure	(EX) SOHAM MODI [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	
4	Manual Enclosure	Manual Enclosure	(EX) SURESH U.MEHTA [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	

Identified by

Witness 1

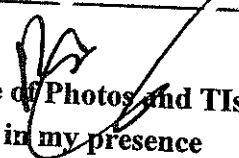
Witness 2



Photos and TIs captured by me

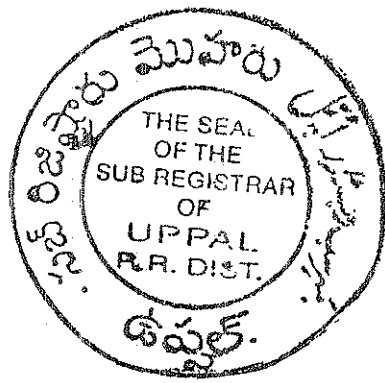


Capture of Photos and TIs done in my presence



వ పుస్తకము 124/08  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య 11 ఈ కాగితపు వరుస  
సంఖ్య 10

పబ్-రిజిస్ట్రారు



5  
Ceno: 5147

512701

Aceno: 5301

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE  
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



ఆంధ్రప్రదేశ్, ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

5029 27568 100

SEEBAD

G. VENKATASH

S/O G. A. RAO

MEHTA & MODI HOMES

L. G. Chimalg  
N 523056  
LEELAG CHIMALG  
STAMP VENDOR

6-4-76/A, Leela Rangunj  
SECUNDERABAD-500 00

SALE DEED

This Sale Deed is made and executed on this the 5<sup>th</sup> day of June 2008 at Secunderabad 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 Mr. Soham Modi, Son of Sri Satish Modi, aged about 38 years, Occupation. Business and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 58 years, Occupation: Business., hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

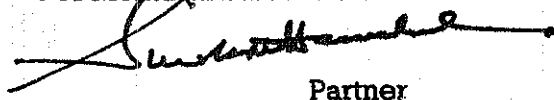
IN FAVOUR OF

MR. ANGAJALA KRISHNA RAO, SON OF MR. A. SRIRAMULAPPAIAH aged about 61 years, residing at H. No. 6-3-252/A/13 &14, Flat No.1, Gandhkuti Apartments, Erramanzil Colony, Hyderabad - 500 082, 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 and Modi Homes

  
Partner

For Mehta and Modi Homes

  
Partner

Page-1 -

**ENDORSEMENT**

Certified that the following amounts have been paid in respect of this document:

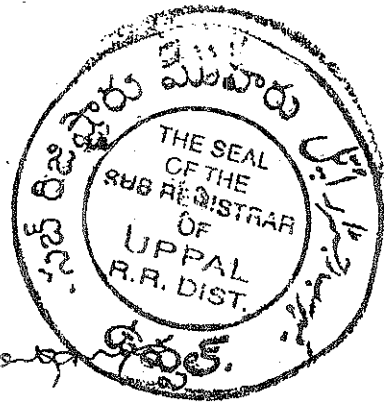
<b>I. Stamp Duty:</b>	
1. in the shape of stamp papers.....	Rs. 100/-
2. in the shape of challan (u/s.41 of I.S.Act, 1899).....	Rs. 2260/-
3. in the shape of cash (u/s.41 of I.S.Act, 1899).....	Rs. —
4. adjustment of stamp duty u/s.16 of I.S.Act,1899, if any	Rs. —
<b>II. Transfer Duty:</b>	
1. in the shape of challan.....	Rs. 6960/-
2. in the shape of cash.....	Rs. —
<b>III. Registration fee:</b>	
1. in the shape of challan.....	Rs. 1740/-
2. in the shape of cash.....	Rs. —
<b>IV. User Charges:</b>	
1. in the shape of challan.....	Rs. 100/-
2. in the shape of cash.....	Rs. —
Sub-Registration.....	Total: Rs. 33160/-

1వ పుస్తకము..... 5123/03  
 దస్తావేజాల మొత్తం కాగితముల సంఖ్య 13 ఈ కాగితపు వరుస సంఖ్య 199  
 పబ్-రిజిస్ట్రారు

1930- వ.శ.శా...  
 పగలు... మరియు... గంటల మధ్య  
 ఉప్పుల్ సబ్-రిజిస్ట్రారు అఫీసులో

శ్రీ. K. Prabhakar Reddy  
 రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 ఎ-కు  
 అనుసరించి సమర్పించవలసిన టిటి గ్రాఫులు  
 మరియు వేలిముద్రలతో సహా దాఖలు చేసి  
 రుసుము రూ॥ 1740/- చెల్లించినారు.

Receipt No. 714/30 Dt. 5/6/30 vide  
 R.H. Habsiguda Branch. Sec'bad



దాని యిచ్చినట్లు ఒప్పుకొన్నట్లు  
 ఎడమ బ్రావనద్రేలు



K.P. Reddy s/o. K.P. Reddy o/c: Sarnice  
 10) 5-4-187/3 & 4, 1st floor, Solum mansion,  
 M.G. Road, Sec'bad, through attested GPA bar  
 presentation of documents, vide GPA No. 69/19  
 at SRO, Uppal, R.R. Dist.

విరూపంచినది

1)

Kiren s/o. Ramachander Rao o/c: Bueine  
 R/o. 101, Sri Sai Apts, Nagole 'X' Road  
 Hyderabad.

2)

RASU s/o. VENKAT RAO o/c: BUEINE  
 R/o. 2-54, UPPAL, R.R. DIST.

2008.3.సం॥... నెల... వ తేది  
 1930.వ.శా.శ... మాసం... వ తేది.

పబ్-రిజిస్ట్రారు

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, 41, 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 Smt. 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.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 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 tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The Vendor is desirous of developing the balance land for which building permission from HUDA is yet to be obtained.

For Mehta and Modi Homes

  
Partner

For Mehta and Modi Homes

  
Partner

1 వ పుస్తకము... 123/08  
 దస్తావేజాల మొత్తం కాగితముల  
 సంఖ్య... 13... ఈ కాగితపు వరుస  
 సంఖ్య... 2

పబ్-రిజిస్ట్రారు

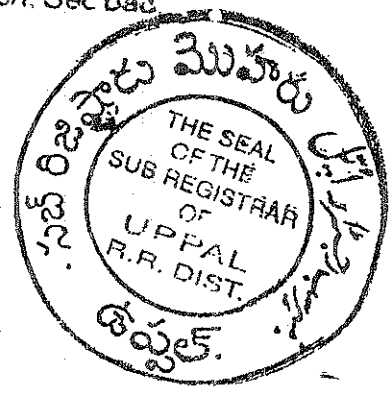
Instrument Under Section 42 of Act 19 of 1908  
 No. 123 of 2008 Date 1/1/08  
 I hereby certify that the proper deficit  
 stamp duty of Rs. 3122/- Rupees Three thousand  
two hundred and twenty only  
 has been levied in respect of this instrument  
 from Sri. K. Prabhakar Reddy  
 on the basis of the agreed Market Value  
 consideration of Rs. 36000/- being  
 higher than the consideration agreed Market  
 Value.

S.R.O. Uppal  
 dated 1/1/08  
 Sub Registrar  
 and Collector U/S. 41 & 4  
 INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 3122/- towards Stamp Duty  
 Including Transfer duty and Rs. 1750/-  
 towards Registration Fee was paid by the party  
 through Challan Receipt Number 366776  
 dated 1/1/08 at SBI Habsiguda Branch, Sec'bad

S.B.H. Habsiguda  
 A/c No. 01000058788  
 of S.R.O. Uppal



H) The Vendee is desirous of purchasing a plot of land bearing no. 328 admeasuring 174 sq. yds. hereinafter referred to as the Scheduled Plot forming part of the Scheduled Land for a consideration of Rs.3,48,000/- (Rupees Three Lakhs Forty Eight Thousand Only) and the Vendor is desirous of selling the same on the following terms and conditions:

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. The Vendor do hereby convey, transfer and sell the Plot No. 328 admeasuring 174 sq. yds. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, which is herein after referred to as the Scheduled Plot and more particularly described in the schedule and the plan annexed to this Sale Deed in favour of the Vendee for a consideration of Rs.3,48,000/- (Rupees Three Lakhs Forty Eight Thousand Only). The Vendor hereby admit and acknowledge the receipt of the said consideration.
2. The Vendor hereby covenant that Scheduled Plot is the absolute property belonging to it by virtue of various registered sale deeds referred to herein in the preamble of this Sale Deed and has absolute right, title or interest in respect of Scheduled Plot.
3. The Vendor further covenant that the Schedule Plot is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby give warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Plot it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Vendee being put to any loss on account of any claims on the Scheduled Plot, the Vendors shall indemnify the Vendee fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of Scheduled Plot to the Vendee.
5. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Plot unto and in favour of the Vendee in the concerned departments.
6. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Plot payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
7. Stamp duty and Registration amount of Rs. 33,060/- is paid by way of challan No. 764776, dated 05.06.08, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

For Mehta and Modi Homes

  
Partner

For Mehta and Modi Homes

  
Partner

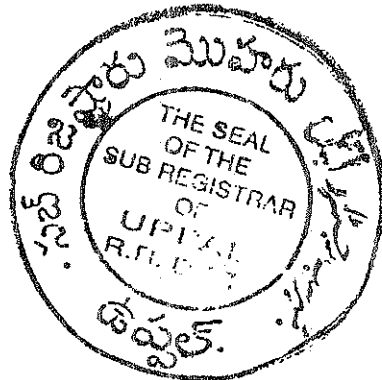


1 వ పుస్తకము 5123/08  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య...13...ఈ కాగితపు వరుస  
సంఖ్య.....3

పబ్-రిజిస్ట్రారు

1 వ పుస్తకము సం॥ (కా.స) పు...5123/08  
నింబరుగా రిజిస్ట్రారు చేయబడి వ్యానింగు నిమిత్తం  
గుర్తింపు నింబరు...5123...1-2007 ఇవ్వడమైన  
2007 సం॥ 2008 నెల...5...వేది

రిజిస్ట్రారు అధికారి



SCHEDULED PLOT

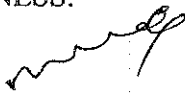
ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 328 admeasuring about 174 sq. yds. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Block No.2 Old Village Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

North	Park
South	Plot No. 327
East	Plot No. 329
West	30' wide road

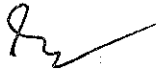
IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

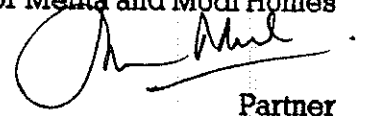
1.



2.



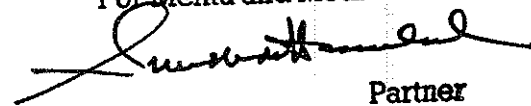
For Mehta and Modi Homes



Partner

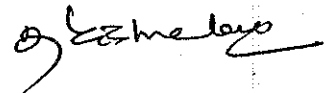
(Soham Modi)  
VENDOR

For Mehta and Modi Homes



Partner

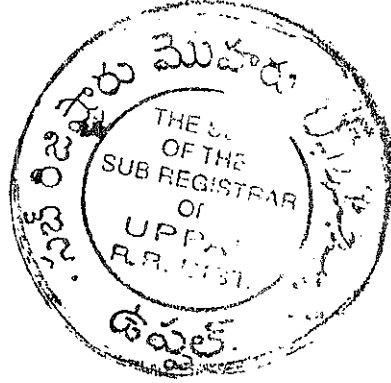
(Suresh U Mehta)  
VENDOR



VENDEE

1 వ పుస్తకమున 1234 నంబరు  
దస్తావేజుల మొత్తం కాగితముల  
సంఖ్య...123...ఈ కాగితపు వరుస  
సంఖ్య...4.....

పబ్-8 కస్తూరు



**REGISTRATION PLAN SHOWING**

PLOT NO. 328, FORMING A PART

**IN SURVEY NO.** 31, 40, 41, 42, 44, 45 & 55

**Situated at**

CHERLAPALLY VILLAGE, GHATKESAR

**Mandal, R.R. Dist.**

**VENDOR:** M/S. MEHTA & MODI HOMES, REPRESENTED BY ITS PARTNERS

1. MR. SOHAM MODI, SON OF SRI SATISH MODI

2. MR. SURESH U. MEHTA, SON OF LATE SRI UTTAMLAL MEHTA

**BUYER:** MR. ANGAJALA KRISHNA RAO, SON OF MR. A. SRIRAMULAPPAIAH

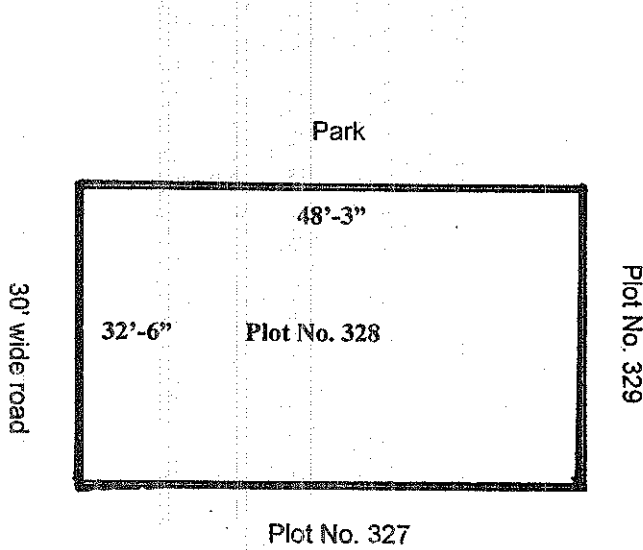
**REFERENCE:**  
**AREA:** 174

**SCALE:**  
**SQ. YDS.**

**INCL:**  
**SQ. MTRS.**



**EXCL:**



**WITNESSES:**

1.

2.

For Mehta and Modi Homes

Partner

For Mehta and Modi Homes

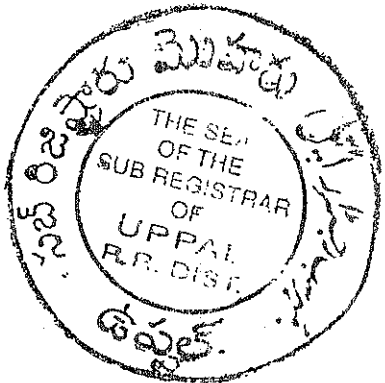
Partner

**SIG. OF THE VENDOR**

**SIG. OF THE BUYER**

1 వ పుస్తకము క. 123/సం. 108  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య. 13... ఈ కాగితపు వరుస  
సంఖ్య. 5

పబ్-రిజిస్ట్రారు



# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

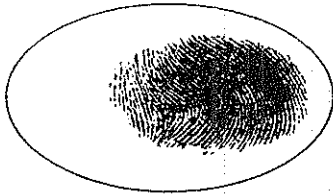
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
--------	------------------------------------------	-----------------------------	----------------------------------------------------------------------



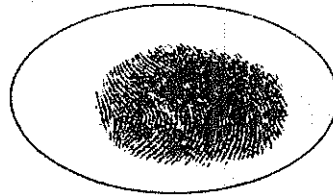
VENDOR:

M/S. MEHTA & MODI HOMES,  
HAVING ITS OFFICE AT 5-4-187/3 & 4  
III FLOOR, SOHAM MANSION  
M. G. RAOD, SECUNDERABAD  
REP. BY ITS PARTNERS.

1. MR. SOHAM MODI  
S/O. MR. SATIS: I MODI



2. MR. SURESH U. MEHTA  
S/O. LATE UTTAMLAL MEHTA  
(O). 5-4-187/3 & 4, III FLOOR  
SOHAM MANSION, M. G. ROAD  
SECUNDERABAD - 500 003.



GPA FOR PRESENTING DOCUMENTS:

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



BUYER:

MR. ANGAJALA KRISHNA RAO  
S/O. MR. A. SRIRAML APPAIAH  
R/O. H. NO. 6-3-252/A/13 & 14  
FLAT NO.1, GANDHKUTI APARTMENTS  
ERRAMANZIL COLONY  
HYDERABAD - 500 082.

SIGNATURE OF WITNESSES:

- 1.
- 2.

*(Handwritten signatures of witnesses)*

For Mehta and Modi Homes

*(Handwritten signature)*  
Partner

For Mehta and Modi Homes

*(Handwritten signature)*  
Partner

SIGNATURE OF EXECUTANTS

*(Handwritten signature of executant)*

1 వ పుస్తకము 123/08

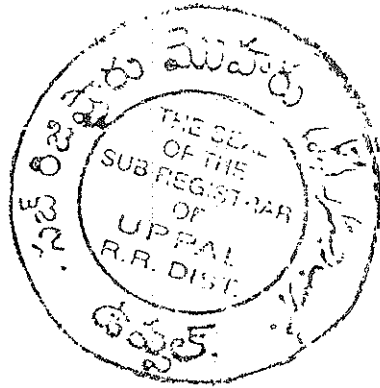
దస్తావేజాల మొత్తం కాగితం


సంఖ్య 13 ఈ కాగితపు పరిమాణం

సంఖ్య 6



పబ్-రిజిస్ట్రారు

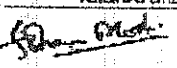


स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**ABMP16725H**


नाम / NAME  
**SONARI SATISH MODI**

पिता के नाम / FATHER'S NAME  
**SATISH MANLAL MODI**


जन्म तिथि / DATE OF BIRTH  
**19-10-1969**


हस्ताक्षर / SIGNATURE  


मुख्य आयकर अधिकारी  
 Chief Commissioner of Income-tax, Andhra Pradesh

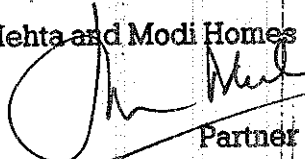
ANDHRA PRADESH  
**DRIVING LICENCE**

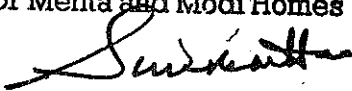
**DLDAPG11193022092**


**PRASAD REDDY K**  
**K PRASAD REDDY**  
**2-3-4-1124**  
**JAYSHREE GARDEN**  
**GOVINDRAO**  
**HYDERABAD**

30-07-2002 **DUPLICATE**


Licensing Authority  
 RTA-HYDERABAD-2

For Mehta and Modi Homes  
  
 Partner

For Mehta and Modi Homes  
  
 Partner



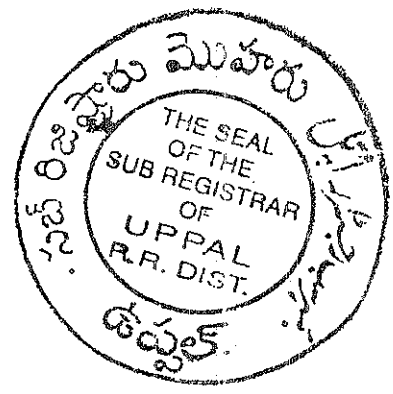
1 వ పుస్తకము 2123/08 నిలిపి

దస్తావేజుల మొత్తం కాగితముల

సంఖ్య 13 ఈ కాగితపు పరుప

సంఖ్య 7

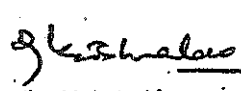
సబ్-రిజిస్ట్రారు ✓





**Family Members Details**


S.No	Name	Relation	Date of Birth	Age
2	Ratnamala	Wife	15/01/49	57
3	Srinivasa Rao	Son	01/01/78	28
4	Sailaja Rao	Daughter	09/01/73	33
5	Rajasekhar	Son in-law	23/07/69	37
6	Sriramulappaiah	Father	30/06/16	90


 31/01/2006  
 DPL Incharge  
 గణపతి కె. కె.ఎం. / 31/01/2006

*Handwritten signature*

**HOUSEHOLD CARD**

Card No. : PAPI6771500170  
 F.P Shop No. : 715  
 Name of Head of Household : Angajala Krishna Rao  
 పేరు / పేరు : ఆంజల కృష్ణ రావు  
 Father/Husband name : Sriramulappaiah  
 పుట్టిన తేదీ / Date of Birth : 14/03/1947  
 వయస్సు / Age : 59  
 వృత్తి / Occupation : Employee - Private  
 (Migrant Laborer)  
 గౌ. నె. / House No. : 6-3-252/A/B14 F1  
 వీధి / Street : IRRUMANZIL  
 Colony : GANDHA KUTTAPTS  
 వార్డు : 6  
 వార్డు : 6  
 Circle : Circle VII  
 జిల్లా / District : హైదరాబాద్ / Hyderabad  
 Annual Income (Rs.) : 1,260,000  
 LPG Consumer No. (1) : 37692/(Double )  
 LPG Dealer Name (1) : Tirumala Enterprises,BPC  
 LPG Consumer No. (2) : /  
 LPG Dealer Name (2) :



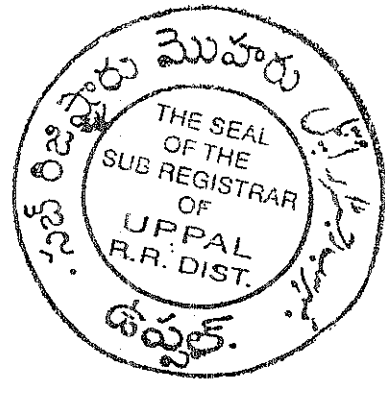
వ పుస్తకము 122/08

దస్తావేజాల మొత్తం కాగితముల

సంఖ్య 13 ఈ కాగితపు వరుస

సంఖ్య 8

సబ్-రిజిస్ట్రారు



**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005147/2008 of SRO: 1507(UPPAL)

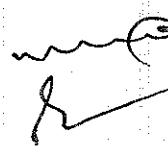
Presentant Name(Capacity): **K.PRABHAKAR  
REDDY(GP)**

Report Date: 05/06/2008 14:30:46

This report prints the list of parties for whom Photos and FPs are Manual Enclosures

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignature
2	Manual Enclosure	Manual Enclosure	(EX) M/S.MEHTA & MODI HOMES 5-4-187/3&4, II FLOOR SOHAM MANSION, M.G.ROAD, SEC'BAD	
3	Manual Enclosure	Manual Enclosure	(EX) SOHAM MODI [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	
4	Manual Enclosure	Manual Enclosure	(EX) SURESH U.MEHTA [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	

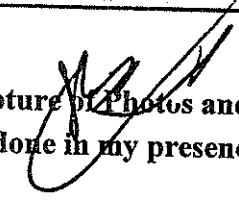
Identified by  
Witness 1  
Witness 2



Photos and TIs  
captured by me

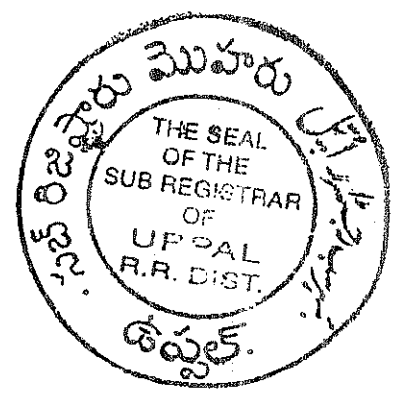


Capture of Photos and TIs  
done in my presence



వ పుస్తకము... 5123/98  
దస్తావేజుల మొత్తం కాగితముల  
సంఖ్య... 13... ఈ కాగితపు వరుస  
సంఖ్య... 9.....

సబ్-రిజిస్ట్రారు





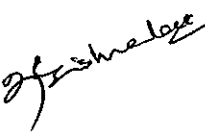
**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005147/2008 of SRO: 1507(UPPAL)

Presentant Name(Capacity): K.PRABHAKAR  
REDDY(GP)

Report Date: 05/06/2008 14:30:20

This report prints the Photos and FPs taken on 05/06/2008 14:28:06

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1			(CL) ANGAJALA KRISHNA RAO H.NO.6-3- 252/A/13, FLAT NO.1GANDHKUTI APTS, ERRAMANZIL, HYDERABAD	

Identified by  
Witness 1  
Witness 2

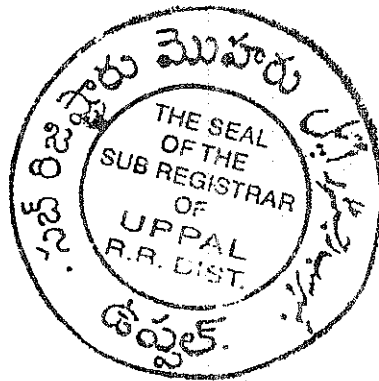

Photos and TIs  
captured by me



Capture of Photos and TIs  
done in my presence

5123/08  
.....  
.....  
..... 13 .....  
..... 10 .....

✓



**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005147/2008 of SRO: 1507(UPPAL)

Presentant Name(Capacity): K.PRABHAKAR  
REDDY(GP)

Report Date: 05/06/2008 14:30:46

This report prints the list of parties for whom Photos and FPs are Manual Enclosures

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignature
2	Manual Enclosure	Manual Enclosure	(EX) M/S.MEHTA & MODI HOMES 5-4-187/3&4, II FLOOR SOHAM MANSION, M.G.ROAD, SEC'BAD	
3	Manual Enclosure	Manual Enclosure	(EX) SOHAM MODI [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	
4	Manual Enclosure	Manual Enclosure	(EX) SURESH U.MEHTA [R] M/S.MEHTA & MODI HOMES HYDERABADHYDERABAD	

Identified by

Witness 1

Witness 2

Photos and TIs captured by me

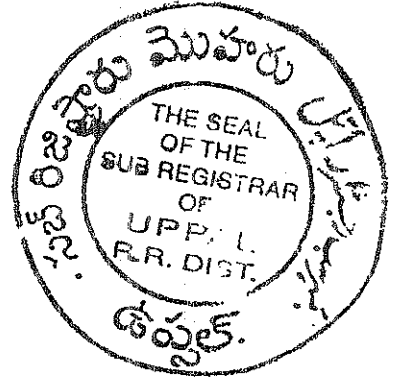
Capture of Photos and TIs done in my presence



వ పుస్తకము 5123/08

దస్తావేజుల మొత్తం కాగితముల  
సంఖ్య 13 ఈ కాగితపు వరుస  
సంఖ్య 11

సబ్-రిజిస్ట్రారు





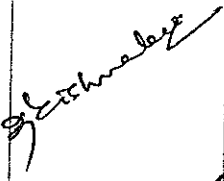
**Photographs and FingerPrints As per Section 32A of Registration Act 1908**

C.S.No./Year: 005147/2008 of SRO: 1507(UPPAL)



Presentant Name(Capacity): **K.PRABHAKAR  
REDDY(GP)**

Report Date: 05/06/2008 14:30:20

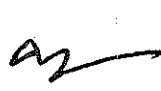
This report prints the Photos and FPs taken on 05/06/2008 14:28:06

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
1			(CL) ANGAJALA KRISHNA RAO H.NO.6-3- 252/A/13, FLAT NO.1 GANDHKUTI APTS, ERRAMANZIL, HYDERABAD	

Identified by  
Witness 1  
Witness 2

Photos and TIs  
captured by me

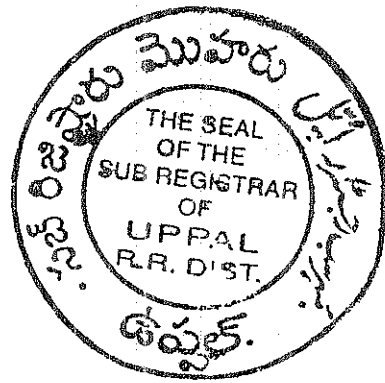


Capture of Photos and TIs  
done in my presence

వ పుస్తకము 5123/08

దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య. 13.....ఈ కాగితపు వరుస  
సంఖ్య.....12.....

సబ్-రిజిస్ట్రారు

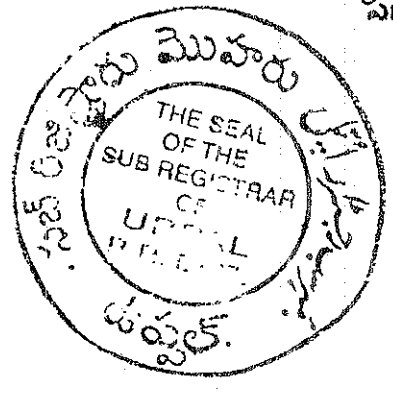




18/03/2008 11:42

1 వ పుస్తకము 123/98  
దస్తావేజాల మొత్తం కాగితము  
సంఖ్య 13 ఈ కాగితపు పరుష  
సంఖ్య 13

పబ్-రిజిస్ట్రార్



# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone. 66335551

---

Date: 12.12.2008

To,  
Mr.A Krishna Rao  
6-3-252/A/13 & 14, Flat No.1,  
Gandhkuti Apartments,  
Erramanzil Colony,  
HYDERABAD - 500 082.

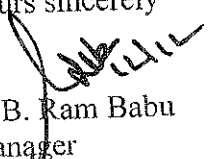
Dear Sir,

Sub: Original official receipt of your bungalow no. C- 328.

As per your request we are herewith providing the Original official receipt bearing no 3255/- for an amount of Rs. 3,44,833/- dated 10<sup>th</sup> December 2008 of your bungalow no. C-328 in our project known as 'Silver Oak Bungalows', situated at Cherlapally, Hyderabad. Please acknowledge the same.

Thanking You.

Yours sincerely

  
G. B. Ram Babu  
Manager  
Customer Relations.

Enclosed:

1. Receipt.

file  
308

# Mehta & Modi Homes

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 66335551

9<sup>th</sup> Apr. 2007.

Dear Customer,

You may be aware that your bungalow is near completion.

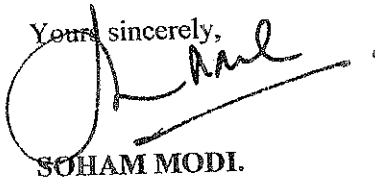
If you wish to make any minor additions or alterations to the bungalow that you have booked, we request you to visit the site during office hours between 24.04.09 & 16.4.09. We also request you to finalize details like color of walls, bathroom tiles, etc. during your visit to the site. Our site engineers will make note of these details.

For your convenience we request you to take prior appointment so that our engineers can give you their undivided attention. You may contact Mr. Ranjith Prakash (Project Manager) on +91 - 9246349568 or Mr. Suresh (Site Engineer) on +91 9246546029.

In case you fail to contact us during the above mentioned period, we shall assume that no changes are required, and your bungalow will be completed as per the standard specifications mentioned in the brochure.

Thank You.

Yours sincerely,



SOHAM MODI.

Please refer to the notes given over leaf.

**Notes:**

1. Working drawing for your bungalow has been enclosed for your reference.
2. Select materials that you may choose to provide like tiles, marble, sinks, etc. must be handed over at our site before 30<sup>th</sup> April 2009.
3. Standard specification for deluxe bungalows shall be as follows:
  - Specifications not mentioned below shall be as per details given in the brochure.
  - Choice of 2 colors for walls (from shade card of Asian paints-OBD) shall be given. Ceiling shall be white only. Buyers are requested to not choose dark colors-especially blue and green. No guarantee of quality and consistency shall be given for dark colors.
  - Choice of 2 combinations of bathroom tiles and flooring shall be given (Samples available at site).
  - CP fittings shall be of Parryware/ Hindware or similar brand.
  - Sanitary ware shall be of Parryware/ Hindware or similar brand – (samples available at site).
  - Locks shall be of Dorset-SS finish (Mortice locks for main door and tubular locks for other doors).
  - Kitchen platform shall be of black granite with 2' dado (Sample available at site). Sink shall be SS of size 20"x17" (Nirali or similar make).
  - Morvad marble slabs are used for flooring. Border of 2" shall be provided in yellow stone (Jaiselmer) or Green marble. Raisers in the steps shall also be of yellow stone or green marble.
  - Optionally, vitrified flooring of size 2' x 2', Johnson make shall be provided in lieu of marble flooring along with tan brown granite for the staircase treads (samples available at site).
  - Flooring in terrace shall be in light brown color ceramic tiles. (samples available at site).
  - Please note that no change shall be permitted in external elevation, color, windows, compound wall, drive way flooring (including pavers), etc.
  - Wash area on rear side with a stand for drying clothes shall be provided.
4. Charges & Refunds will be as follows:

**Non standard items to be supplied by the buyer & installed free of cost:**

- Hardware & Teak Doors
- CP Fittings, Colored Sanitary Ware, Bathroom Tiles.
- Marble / Tiles for Flooring.
- Marble/Granite Kitchen Platform.
- Kitchen sink

**Charges for additions/ alterations:**

- Extra Electrical Points / Switch Boards / Sockets/Switches – Rs 250 for each item:
  - 15A point – Rs. 1,500.
- Marble / Wax / Tin Oxide Polishing – As Per Actual.
- Additional Kitchen Platform & Dado (RCC + Granite + Dado) – Rs 500/rft.
- Extra Washing Machine Electrical point + drain pipe – Rs. 2,000.
- Plumbing as per actual.
- Wooden Threshold – Rs. 500/-.

**Refund for substitutions:**

- Kitchen & Bathroom Tiles – Rs. 35/ per sft, flooring tiles – Rs. 25/- per sft.
- Flooring – Marble slabs – Rs.50/- per sft.
- CP Fittings – as per actual.
- Doors – as per actual.
- Electrical points – Nil.
- Electrical switches, etc. as per actual.
- Sanitary ware – as per actual.
- Kitchen platform and dado – nil.

*M*  
26/3/09



**MEHTA & MODI HOMES**  
**SILVER OAK BUNGALOWS, PHASE-III - CHERLAPALLY**  
**ADDITIONS & ALTERATIONS SHEET - DELUXE BUNGALOW**

BUNGALOW NUMBER	328	PHONE NO.	986666 2899
NAME OF THE BUYER	A. KRISHNA RAO	EMAIL:-	
NAME PLATE			

ITEM	ALTERATIONS YES / NO	QUANTITY	RATE ADD / REFUND	AMOUNT ADD / REFUND	REMARKS
WALLS / DOOR POSITIONS	YES				
FLOORING					
DOORS / DOOR FRAMES	YES				
TOILETS	YES				
KITCHEN	YES				
PAINTING					
ELECTRICAL	YES				
SHELVES / LOFTS					
OTHER					
TOTAL					

BUYERS SIGN:-	[Signature]	PREPARED BY:-	Ranjit Prakash
DATE:-	14/04/09	RECEIPT NO. & DATE	14/04/09

Select materials that you may choose to provide like tiles, sinks, marble, etc. must be delivered to site by \_\_\_\_\_

WALLS / DOOR POSITIONS (MARK ON PLAN):- : WALLS CHANGES ALREADY MADE  
 SHOWN IN PLAN

A/C OPENINGS:- : ONLY SPLIT A/C IN HALL (SHOWN IN PLAN)  
 GUEST BEDROOM (SHOWN IN PLAN)  
 MASTER BEDROOM (do →)  
 KID'S BEDROOM (do →)

FLOORING:- ~~CUSTOMER REPORTS~~ VETRIPIED.  
 BORDER:- STEPS → TREADS → TAN BROWN.  
 RISER:- RISER → VETRIPIED.  
 TERRACE:-  
 PAVERS:-

DOORS - SHUTTERS & FRAMES: DOOR OPENING ALREADY DONE, NO KITCHEN  
 DOOR (GOING FOR OPEN KITCHEN)

THRESHOLDS: NO CHANGE -

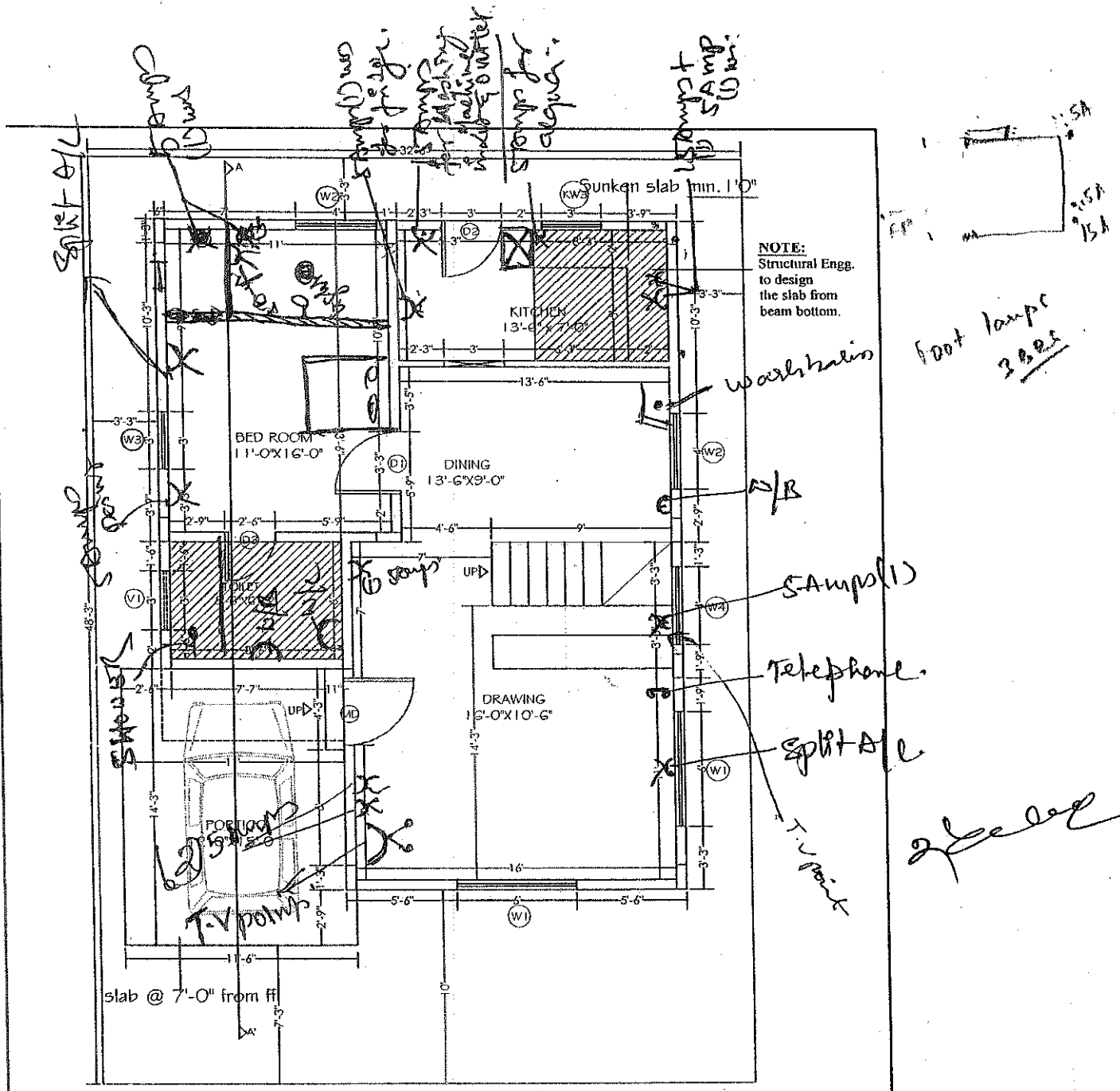
CHANGE IN A/C FRAMES:- ONLY SPLIT A/C.

TOILETS ( TILES, CP FITTINGS, SANITARY WARE):  
 G-TOILET:-  
 G-TOILET TILES: ATENAS - WALLS  
 RAIN DROP IVORY → FLOOR.  
 M-TOILET:-  
 M-TOILET TILES: ATENAS - WALLS  
 RAIN DROP IVORY → FLOOR  
 C-TOILET  
 C-TOILET TILES: ATENAS - WALLS  
 RAIN DROP IVORY → FLOOR



*g. s. s. s.*

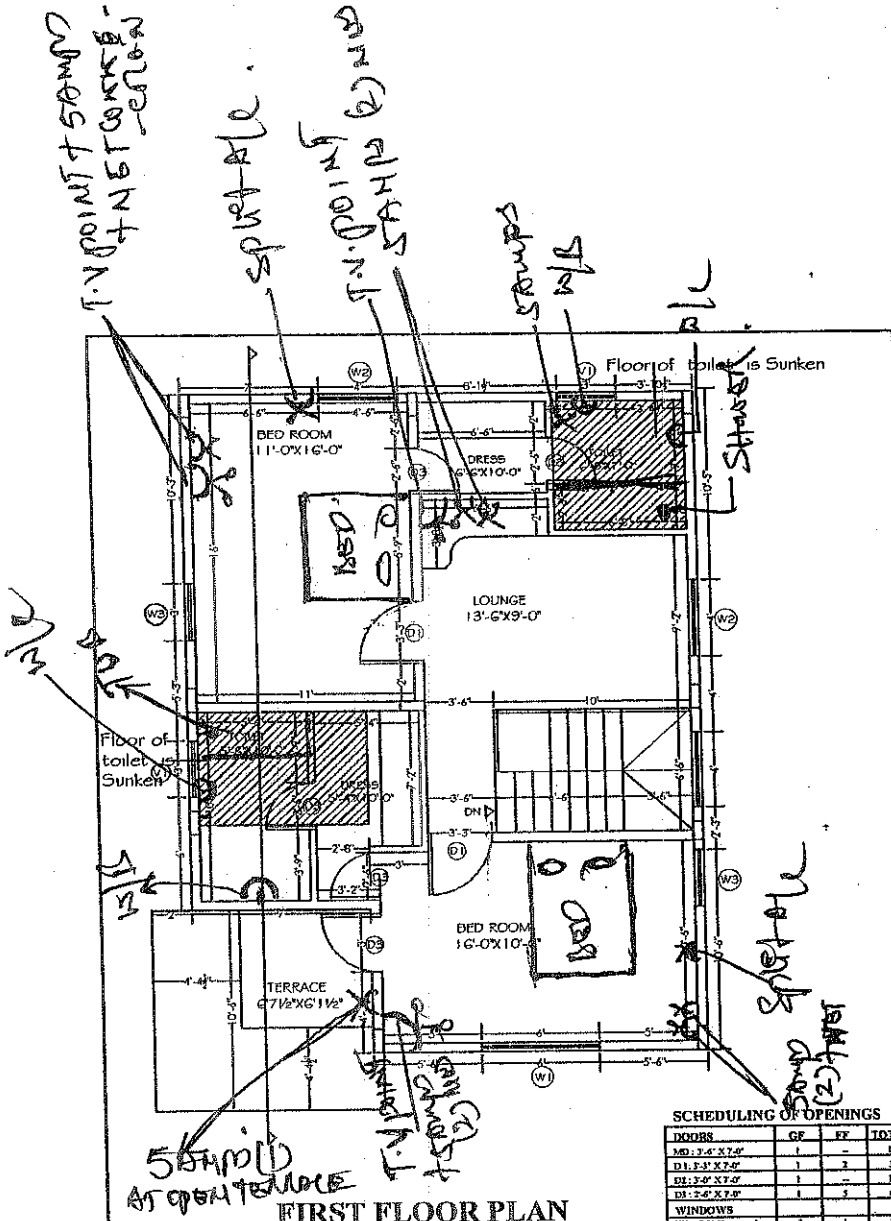
DINNING:	
WASHING MACHINE POINT AT:	WASH MACHINE INLET & OUTLET AT N/E
BATHTUB PROVISION IN:	IN MASTER TOILET AT N/E CORNER SHOWN IN PLAN
KITCHEN (PLATFORM & SINK):	SHOWN IN PLAN
PLATFORM:	
DADO:	— NO CHANGE
NOSING REQUIRED:	
PAINING (WALLS & DOORS):	INFORM CUSTOMER IN PERMITS LATER
WALLS:	
DOORS:	
TERRACE DOOR COLOUR NO-CHANGE	
LUPPUM FOR SHELVES / LOFTS:	
ELECTRICAL (MARK ON PLAN):	SHOWN IN PLAN AS PER PLANS
SHELVES / LOFTS / ARCHES (MARK ON PLAN & MAKE SEPARATE SECTION DRAWING):	— NO CHANGE —

*Good*



**GROUND FLOOR PLAN**

WEST FACING PLOT	N 	Developers/Builders:	DATE	2-11-07	 <b>Architectural Associates</b> 8-1-383, R.P. Road, Secunderabad-3
		<b>MODI</b> PROPERTIES & INVESTMENTS PVT. LTD <small>9-4-187788, 2nd Floor, S.O. Road          SECUNDERABAD-500 002          09-95222791          EMAIL: modibond@rediffmail.com</small>	SCALE	1" = 4'	
WORKING DRAWINGS			DEALT BY	G.S.SREEDEVI	
			CHKD BY	Ar Anand Sagar	



*Handwritten signature*

**SCHEDULING OF OPENINGS**

DOORS	GF	FF	TOTAL
MD: 3'-6" X 7'-0"	1	-	1
DL: 3'-0" X 7'-0"	1	2	3
DR: 3'-0" X 7'-0"	1	-	1
DR: 2'-6" X 7'-0"	1	2	3
<b>WINDOWS</b>			
W1: 6'-0" X 4-1/2" per elev	2	1	3
W2: 4'-0" X 4'-0"	2	2	4
KW3: 3'-0" X 3'-0"	1	-	1
W1: 3'-0" X 6'-0"	1	2	3
W4: 4'-0" X 6'-0"	1	-	1
<b>VENTILATORS</b>			
V: 3'-0" X 2'-0"	1	2	3

WORKING DRAWINGS

WEST FACING PLOT



Developers/Builders:  
**MODI PROPERTIES INVESTMENTS PVT. LTD.**

DATE: 2-11-07  
SCALE: 1/8" = 1'-0"  
DEALT BY: O. S. SREEDHEVI  
CHECKED BY: Ar. Anand Sagar

**Architectural Associates**  
8-1-883, R.P. Road,  
Sewankalpet

extra cost for electrical for

buw 328.

Living Room

(1) 5 Amp (1) wire @ 700/-  $\Rightarrow$  700/-  
15 Amp for split of air @ 1500/- 1500/-

Staircase area

5 Amps (2) wires @ 2500/- 700/- 1500/-  
~~2 Amp~~

Kitchen area

Gas proof a door

light points (2) @ 2000/- 500/-  
5 Amp (1) @ 2000/- 700/-

1st floor

Study room

5 Amps (1) wire @ 2000/- 700/-

H.B

5 Amps (1) wire @ 2000/- 1500/-  
0.5 4 (1) wire @ 4 2000/-

B. NO 328

09/08/08

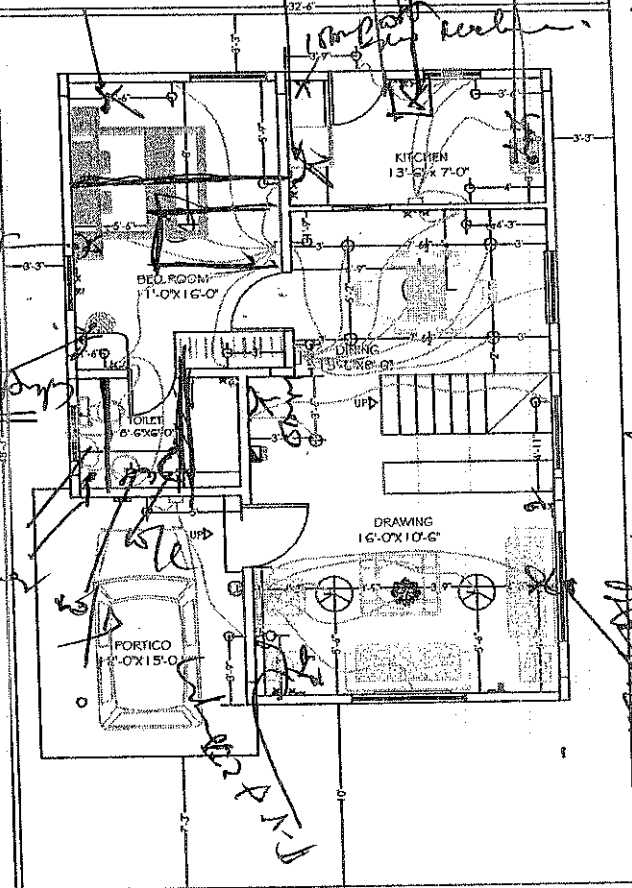
- ① 9 BED ROOM EASTSIDE PU + ROOM  
(3'.6" x 11'.0")  
WINDOW SHOULD BE SHIFTED TO LEFT SIDE  
BIG WI TO SMALL
- ② TOILE ENTRANCE SHOULD BE SHIFTED FROM  
INSIDE OF 9F BED ROOM.
- ③ STAIR CASE YES SIDE  
MIDDLE WASH BASIN PROVISION
- ④ OPEN KITCHEN WESTSIDE KITCHEN PLATFORM  
18" ONLY PROJECTED
- ⑤ NORTH EAST PROVISION WINDOW (2'.0 x 4'.0")  
EXTRA
- ⑥ NOT GIVEN THE PROVISION EAST & WEST  
FACING CEMENTED.  
(W.C)
- ⑦ SCULPTURE SHOULD BE INSIDE OF THE  
FLASH OF THE WALL INSIDE  
ONLY

① A. KRISHNA RAO  
328 Ph. III.

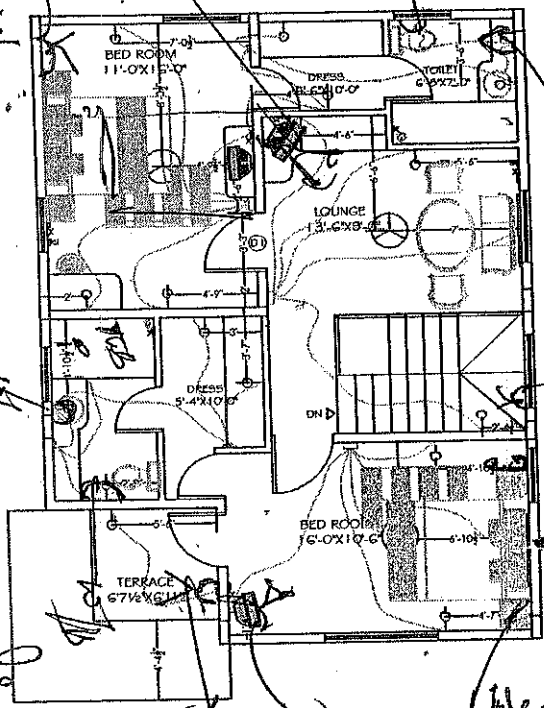
9866662899  
040 23305869

1st of 17  
 1st of 17  
 1st of 17  
 1st of 17  
 1st of 17

1st of 17  
 1st of 17  
 1st of 17  
 1st of 17  
 1st of 17



**GROUND FLOOR PLAN**



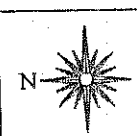
**FIRST FLOOR PLAN**

(528)

ELECTRICAL INDEX		
SYMBOL	ITEM	HEIGHT
	CEILING BELL	8'-0"
	BELL	8'-0"
	EXHAUST FAN	FOLLOW BEAM
	CEILING FAN	CEILING HEIGHT
	TELEPHONE PL	2'-0"
	TELEPHONE PL	8'-0" (2nd)
	SWITCHBOARD	8'-0"
	SWITCHBOARD (APPROXIMATE)	2'-0"
	5 AMP PLUG	2'-0"
	15 AMP PLUG	2'-0"
	20 AMP PLUG	2'-0"
	CEILING LIGHT	CEILING HEIGHT
	BRACKET LIGHT	7'-0"
	DISTRIBUTION BOARD	7'-0"
	HAND	7'-0" (2nd)
	HAND	7'-0" (2nd)

**ELECTRICAL LAYOUT**

**WEST FACING PLOT**



Developers/Blders:  
**MODI**  
 PROPERTIES &  
 INVESTMENTS, PVT. LTD.  
 #4-102/384, IN FLOOR, G. ROAD  
 SECUNDERABAD-500 005  
 OFFICE: 3335551  
 CNMR, 64608 modiforproperties.com

DATE: 2-11-07  
 SCALE: 1"=8'  
 DEALT BY: G.S.SREEDEVI  
 CHKD BY: Ar Anand Sagar

**Architectural Associates**  
 8-1-383, R.P. Road,  
 Secunderabad-3



# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 66335551

Date: 02.04.2009

To,  
Mr. A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No.1, Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

## REMINDER NOTICE

Dear Sir,

You have entered into a Sale Agreement dated 21.02.2008 for the purchase of Bungalow No. 328 in our project known as Silver Oak Bungalows (Phase-III), at Survey Nos. 31, 40, 41, 42, 44, 45 & 55, Cherlapally, Hyderabad - 500 051.

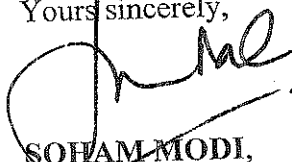
As per the terms of the Sale Agreement the 6<sup>th</sup> Installment (part) of Rs. 91,994/- was due on 01.01.2009 and the 7<sup>th</sup> Installment of Rs. 3,44,833 /- was due on 01.04.2009.

You are hereby requested to pay the above installments within 7 days of receiving this notice.

Please note that as per our terms you shall be liable to pay interest on delayed payments.

Thank You.

Yours sincerely,

  
SOHAM MODI,  
Partner.

A.V.L.

भारतीय डाक



India Post

भारतीय डाक

328 SOB

20B-C-  
328

To

Mr. A. Musthafa

G-3-252/A/13 & 14-

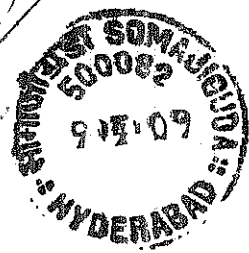
Flat no 01 Ghanta Kuti

(APTS)  
ERRANDUZZI Colony

Hyderabad-500082

for:  
Rathore,  
91415

Received  
12/4/69



Dt.24.04.2009  
Hyderabad.

To :  
Mehta & Modi Homes,  
5-4-187/3&4. II Floor,  
M.G. Road,  
Secunderabad – 500 003.

From:  
A. Krishna Rao  
Flat No1, Gandh Kuti Apts,  
6-3-252/A/13&14,  
Erramanzil Colony,  
Hyderabad – 500 082.

Sub:- Bungalow Number 328 (Silver Oak Bungalow Phase – III)

Kind Attn: Mr. Aand Mehta / Soham Modi,

We are In receipt of your letter dt. 2<sup>nd</sup> April 2009, on 07/04/2009. In fact nobody has reminded from your office about the dues of part payment Rs. 91,994 (Rupees Ninety one thousand nine hundred ninety four only) till 28<sup>th</sup> of march2009. How ever we are releasing the payment vide our Ch.No.342817 dt. 24/04/2009 of ICICI Bank Ltd and handing over to your representative. Request you to send us the receipt at the earliest.

Few days before we have visited the site and found lot of works are pending and it cannot be completed before the committed date. Earlier we have apprised about the quality of your construction and mentioned the problems faced by our friends in Phase – I, the rectifications have taken very long time and the amenities like roads, club, parks etc were completed much beyond schedule. In Phase – III these amenities were not at started so far. Hence we have requested your marketing representative to provide a Bank Guarantee for the value of atleast 15% of the total building cost.

Kindly look into our grievances and request you to provide an assurance about your quality in the form of Bank Guarantee. On hearing from you we will be releasing the 7<sup>th</sup> installment of Rs. 3,44,833 (Rupees Three lakhs forty four thousand eight hundred thirty three only) immediately.

Thanks & Regards



A.Krishna Rao.

**From:** "Customer Relations" <cr@modiproperties.com>  
**To:** <akrishna\_rao2005@yahoo.com>  
**Cc:** <anand@modiproperties.com>; "jagdish" <jagdish@modiproperties.com>  
**Sent:** Wednesday, May 20, 2009 5:19 PM  
**Subject:** Reply to your Letter dated 24.04.09, Bungalow No. 328, Silver Oak Bungalows - Phase III.

Dear Mr. A. Krishna Rao,

We have received your letter dated 24.4.09. Please note that the work for Bungalow Nos. 319 to 343 in Silver Oak Bungalows Phase III is on schedule and we are ready to handover these bungalow to our customers, upon request, in July 2009.

Please indicate if you wish to take the possession of your bungalow completed in all respects in July 2009.

It is not true to say that the amenities like roads, parks, etc., in Phase I was not completed on schedule. Further there were no problems regarding quality of construction in Phase I or in any other phase. Minor complaints of customers are being regularly attended too. Even today after several years we continue to provide service to our customers for their respective bungalows. There was a delay in completing the club house and that was because of a technical delay in obtaining sanctions for construction for the clubhouse.

All amenities of Phase I & II have been completed and the infrastructure work of Phase III like roads, drainage lines, water supply, etc., has also been completed.

The question of giving any bank guarantee does not arise and does not form part of the terms and conditions agreed to between us. However, as a special case you may pay the balance amount due to us depending on the stage of construction as per the schedule give under which we hope will address any anxiety that you may have regarding completion of your bungalow.

- a. Installment of Rs. 3,44,883 being the 7<sup>th</sup> installment due on 1<sup>st</sup> April '09 is to be paid on or before 24.5.09.
- b. The balance amount of about Rs. 6 Lakhs to be paid as follows:
  - i. Rs. 2 lakhs on completion of laying bathroom tiles and flooring.
  - ii. Rs. 2 lakhs on completion of electrical wiring, installation of doors and windows and on completion of first coat of painting.
  - iii. The balance amount can be paid at the time of taking possession of your bungalow completed in all respects.

We hope that we have addressed the issues raised by you. Please write to us if you wish to take possession of your bungalow in July 09 so that we shall ensure that all your works are completed by then.

Regards,

Narsimham

5/20/2009

10/11/15

A Krishna Rao

E-3-252/A/13K14

Flat NO 1,

Sardulnagar Apts

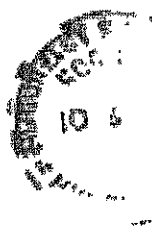
Extn 3rd colony -

Hyd - 52

10/11/15

Rachan

10/11/15



# Mehta & Modi Homes

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 903.  
Phone: 66335551

Date: 06.06.2009

To,  
Mr. A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No. 1,  
Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

Sub.: Payment of balance dues and possession of your bungalow  
Ref.: Booking for bungalow no. 328 in our project known as Silver Oak Bungalows,  
(Phase-III), at Sy Nos. 31, 40, 41, 42, 44, 45 & 55, Cherlapally, Hyderabad – 500 051.

Dear Sir /Madam,

As you are aware Civil works of bungalow No. 328 at Silver Oak Bungalows, Phase-III is complete. As per schedule, we shall handover possession of these bungalows from July 2009.

Due to the down turn in real estate we are facing a severe liquidity crunch and are finding it difficult to complete the construction of the bungalows without receiving the balance due amounts from our customers. Fortunately, we can comfortably complete the construction from the receivables from our customers for these bungalows.

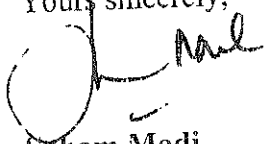
An account Statement of balance due is enclosed. We request you to release the balance due to enable us to complete your bungalow.

We shall put the construction of your bungalow on hold till such time we hear from you.

For further clarifications, you may contact Mr. Anand Mehta, Director at +91-9246242425 or Mr. Narsimham, Assistant Manager – Customer Relations at +91 9848490285 or Mr. Raghuveer, Senior Customer Relations Executive at +91-924657572 or by email at [cr@modiproperties.com](mailto:cr@modiproperties.com).

Thank You.

Yours sincerely,



**Soham Modi**  
Managing Partner.

Enclosed your account statement.

## Account Statement

Plot No. 328,  
Silver Oak Bungalows - (Phase III),  
Sy Nos. 31, 40, 41, 42, 44, 45 & 55,  
Cherlapally,  
Hyderabad - 500 051.

		Amount in Rs.
A.	Sale consideration <sup>1</sup>	3,822,000.00
B.	Misc. & Registration charges <sup>2</sup>	74,000.00
C.	VAT	38,220.00
D.	Service Tax	143,129.00
E.	Total of other charges (B+C+D)	255,349.00
F.	Total amount payable (A+E)	4,077,349.00
G.	Amounts received <sup>3</sup>	3,732,332.00
H.	Balance amount due (F-G) <sup>4</sup>	945,017.00

### Notes:

- Charges for additions and alteration provided have not been included. They have to be paid for separately.
- If registration is not yet complete, registration charges will also have to be paid separately.
- Amounts received after 05.06.2009 may have not been reflected in the above statement.
- Interest on delayed payment of installments has not been reflected in the above statement and has to be paid separately.
- In case, you have availed a Housing Loan, we request you to arrange for the release of the balance Housing Loan amount in our favour.
- Maintenance charges are payable from 1<sup>st</sup> October 2009 at the rate of Rs. 1200/- per month irrespective of date of possession. Please note that the maintenance charges are payable to Silver Oak Bungalows Owners Association and not to the builder.

h  
6/10/09

→ A. M. M.



बीमा नही NOT INSURED

क्रमांक

थाये गये डाक टिकटों का मूल्य

रु 25 प

No. 3276

Amount of Stamps affixed

Rs. 25 P.

एक रजिस्ट्री

प्राप्त किया

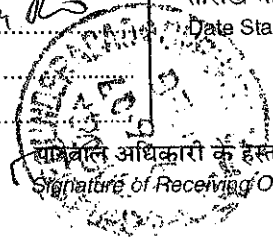
तारीख मोहर

Received Registered

Date Stamp

पानेवाले का नाम

Addressed to



पानेवाले अधिकारी के हस्तार  
Signature of Receiving Officer

**Soham Modi**

---

**From:** "Customer Relations" <cr@modiproperties.com>  
**Date:** 13 June 2009 10:05  
**To:** "soham" <soham@modiproperties.com>  
**Attach:** letter.doc  
**Subject:** Fw: Bungalow No. 328 Silver Oke Phase III

----- Original Message -----

**From:** Krishna Rao A.  
**To:** cr@modiproperties.com  
**Sent:** Friday, June 12, 2009 4:24 PM  
**Subject:** Bungalow No. 328 Silver Oke Phase III

Kind Attn: Sri. Soham Modi

Please find enclosed attachment.

Thanks & Regards

**A Krishna Rao**  
*Chief General Manager-Mechanical*  
**Nagarjuna Construction Company Ltd**  
Plot No.13/17,2nd floor,  
Lakshmi Towers,Nagarjuna Hills,  
Panjagutta,Hyderabad-500 082.  
Contact No.040-30586911/79/80/81/82.

 Please consider the environment before printing this email.

---

"The information contained in this communication and any attachments thereto is intended solely for the use of the individual or entity to whom it is addressed and others authorized to receive the same. It may contain confidential and/or legally privileged information. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or taking any action in reliance on the contents of this information is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us immediately by responding to this email and then delete it from your system. NCC is neither liable for the proper and complete transmission of the information contained in this communication nor for any delay in its receipt."

CA

To :  
Sri. Soham Modi  
Managing Partner,  
5-4-187/3&4, II Floor  
Mehta & Modi Homes,  
M.G. Road,  
Secunderabad – 500 003.

From:  
A. Krishna Rao  
Flat No1, Gandh Kuti Apts,  
6-3-252/A/13&14,  
Erramanzil Colony,  
Hyderabad – 500 082.

Dt.12.06.2009

Sub:- Bungalow Number 328  
Silver Oak Bungalow Phase – III.

Dear Sir,

With reference to your letter dated 06.06.2009 and our discussions with your marketing team we would like to mention the following:

1. As you mention that there is a down in Real estate business and it is very difficult to Purchase/Sale. We are also looking for a good discount around 15% from you as the market rates are really gone down. Hence we request you to consider our request at the earliest.
2. I have already paid 31.32 lac's, bank has to pay around 2.5 lac's. Since last 6 months we have not seen any progress on our bungalow as well as amenities. Hence it is not possible to release further payments in this regard.
3. Since you have already taken a decision of holding the construction of bungalow No. 328 question of payment does not arise. We have not taken any cost effective alterations in our bungalow. Our payments are well in advance before completion of bungalow as well as amenities. Hence we need not to pay any interest.
4. In spite of our repeated request regarding the construction of amenities like Club house with mentioned facilities Creche, Library, Tennis Court, Open air Batmenten Court, Basket Ball court, Amphi Theatre, Cement Concrete Road, Street lighting and Gated Community with Solar/Electric fencing were not at started for Phase III.

In my opinion we have already paid more money for the construction you have done so far. Once again we request you to consider the discount in price and conformation of date of completion of the bungalow along with all amenities to enable us to release full and final payment.

It is suggested that the above points will be clarified at our personnel meeting at the date convenient to both of us.

Thanking You

Yours sincerely

A. Krishna Rao.

# Mehta & Modi Homes

5-4-187/3&4, III Floor, M.G. Road, Secunderabad - 500 003.  
Ph : 66335551

To,  
Mr. Krishna Rao,  
Flat No. 1, Gandh Kuti Apts.,  
6-3-252/A/13 & 14,  
Erramanzil Colony,  
Hyderabad - 500 082.

Date: 18.06.2009

Dear Mr. Krishna Rao,

With reference to your letter dated 12.6.09, please note the following:

1. The prices at which you have purchased your bungalow is very reasonable. We are confident about our claim and are offering a 'Best Price Guarantee' to all new customers. The flyer with details is attached. In your case you have purchased the bungalow at a price lower than our current price. It will be difficult for us to give you any further discount.
2. Amenities like club house, sports facilities, swimming pool, etc., in Phase I & II has been completed. Road works, drainage, water connection, electric power connection, etc., of phase III are 90% complete. The civil work for your bungalow is complete and finishing works are under progress.
3. We are scheduled to hand over your bungalow completed in all respects along with the common amenities in July '09 subject to the balance payment being released to us. Interest will be charged only if payments are delayed beyond the due dates mentioned in our agreements.

I request your cooperation in our mutual interest.

You are most welcome to meet me at our head office on 24.6.09 after lunch at about 3 pm.

Thank You.

Yours sincerely,

  
Anand Mehta

SOB: 328

बीमा नही NOT INSURED

थाये गये डाक टिकटों का मूल्य

Amount of Stamps affixed

एक रजिस्ट्री

Received Registered

पानेवाले का नाम

Addressed to

रु. 28 पैसे

Rs. 28 P.

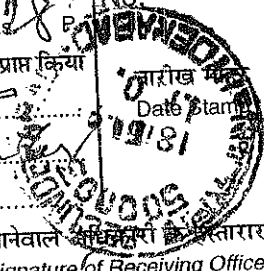
प्राप्त किया

Received

Signature

Signature

क्रमांक No. 1105



पानेवाले अधिकारी द्वारा  
Signature of Receiving Officer

Someswara Via/Pg/1-1107-08/VIA-7 dt: 04-09-07, RP-54

आर.पी.-54  
R.P. - 54

भारतीय डाक विभाग  
DEPARTMENT OF POSTS, INDIA  
प्राप्ति स्वीकृति / ACKNOWLEDGEMENT



2003-C-328

रजिस्ट्री-पत्र/पार्सल प्राप्त हुआ

Received Registered Letter/Parcel/

क्रमांक/No.	तारीख/Dated	का/of
-------------	-------------	-------

\* बीमाका मूल्य रुपये में  
\* Insured for Rupees

पाने वाला

Addressed to

SRI. M. K. KESHAVARAO  
Flat no 1 - Ganga Kuti  
(4th Flr)  
को/ on 6-3-252/A/13  
BRAMANZIL COLONY  
हस्ताक्षर और नाम/Signature and Name  
HYDERABAD 500082  
Nirmada 19.06.09

वितरण स्थान की तारीख-मोहर  
Date s. of office of delivery

\* अनवश्यक को काट दिया जाए  
\* Strike out if not relevant

---

**From:** "Krishna Rao A." <krishnarao.angajala@nccltd.in>  
**To:** <cr@modiproperties.com>  
**Sent:** Tuesday, July 07, 2009 3:09 PM  
**Attach:** letter.doc  
**Subject:** letter

Kind Attn: Sri. Soham Modi

Please find enclosed attachment.

Thanks & Regards

Mr. Krishna Rao A.  
Modi Properties & Construction Company Ltd  
Plot No.13/17,2nd floor,  
Lakshmi Towers,Nagarjuna Hills,  
Panjagutta,Hyderabad-500 082.  
Contact No.040-23255211/79/81.  
Fax Number.040-30589455.

To :  
Sri. Soham Modi  
Managing Partner,  
5-4-187/3&4, II Floor  
Mehta & Modi Homes,  
M.G. Road,  
Secunderabad – 500 003.

From:  
A. Krishna Rao  
Flat No1, Gandh Kuti Apts.  
6-3-252/A/13&14,  
Erramanzil Colony,  
Hyderabad – 500 082.

Dt.07.07.2009

Sub:- Bungalow Number 328 Silver Oak Bungalow Phase – III.

Dear Sirs,

With reference to your letter dated 18.06.2009 and subsequent conversation we had with your site engineer on 06.07.2009, we found the following:

Regret to inform you that you have not completed any of the following jobs at above bungalow.

- a) Amenities for Phase III.
- b) Arrest of wall cracks.
- c) Flooring, laying of bathroom tiles, etc.
- d) Electrical wiring, plumbing & sanitary fittings.
- e) Doors & Windows installation.
- f) Painting & finishing.

We are ready to take the possession after completing all the above mentioned jobs immediately by releasing all the payments due to you.

As you are unable to complete the building and amenities in time and your letters indicating that you have hold the construction, we are unable to release the payments. Infact we have to pay only Rs.6,40,000/- apprx. balance amount shall be paid by ING Vysya Bank on total completion and hand over.

However, We agree to pay Rs.6,40,000/- apprx. as mentioned below.

- a) On completion of laying bathroom tiles, Flooring, and fittings in Bathrooms, Kitchen & Dining hall. - Rs.2,50,000/-.
- b) On Completion of Electrical Wiring & fittings, installation of Doors, Windows and Grills & first coat of painting. - Rs.2,50,000/-.



c) The balance amount can be paid after complete painting & finishing and at the time of taking possession of our bungalow & amenities as mentioned in your broacher.

We hope this is very fair and once again we confirm to take the possession of our building immediately in July, 2009.

Request you to confirm the date of completion. We also request you to reconsider your view on discount in price and confirm.

Thanking You

Yours sincerely

**A.Krishna Rao.**

---

**From:** "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
**To:** <cr@modiproperties.com>  
**Cc:** <anand@modiproperties.com>  
**Sent:** Wednesday, January 20, 2010 6:11 PM  
**Subject:** Bungalow No.328, Phase-111.

Dear Mr. Raghuveer,

PL make a note of my new telephone numbers;

+919866172182, +91 40 23305869,&+91 40 23307026.

Kindly ref your letter dated 18th june'09, and discussions we had with you & your site Engineer Mr suresh on 6th july'09.we have written to you on 7th july'09 requesting you to complete the building by 31st july'09.

we have visited site on 15th sep'09 and 28th oct'09 and observed that none of the jobs were completed as mentioned in our letter.we donot know when you are completing the building and emenities.

we have made huge payments, and already delayed by six months. In case if you are not completing on or before 31st jan2010, you may have to pay the interest or rentals to our building.

Once again we are looking for good discount on price due to market crash.Request you to consider and inform us the date of completion immediately.

Thanks & Regards.

A.Krishna Rao.

---

The INTERNET now has a personality. YOURS! See your Yahoo! Homepage.

vineela

---

**From:** "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
**To:** <soham@modiproperties.com>  
**Cc:** <cr@modiproperties.com>  
**Sent:** Wednesday, February 10, 2010 11:21 AM  
**Subject:** Fw: Bungalow No.328, Phase-111.

Dear Mr.Soham Modi,

Forwarding the mail sent by us on 20th jan 2010. So far we have not recd any reply from your office. During my recent visit to site, I could not see any work going on our building. It indicates that it will not be completed in near future.

we also noticed that all wash room comodes are placed in front of the doors. we requested Mr.suresh your site engineer to change the position. As they have not fixed the tiles they can do it easily. But he is reluctant in doing the same.

Request you to intervene and see that these jobs are completed and handover the building immediately.

We once again request you to consider the reduction in price and payment of interest/rentals on our payments.

Thanks & Regards.

A.Krishna Rao

----- Forwarded Message -----

**From:** Krishna Rao <akrishna\_rao2005@yahoo.com>  
**To:** info@modiproperties.com  
**Cc:** accounts@modiproperties.com  
**Sent:** Wed, 20 January, 2010 6:14:26 PM  
**Subject:** Fw: Bungalow No.328, Phase-111.

For your information.

Regards.

----- Forwarded Message -----

**From:** Krishna Rao <akrishna\_rao2005@yahoo.com>  
**To:** cr@modiproperties.com  
**Cc:** anand@modiproperties.com  
**Sent:** Wed, 20 January, 2010 6:11:03 PM  
**Subject:** Bungalow No.328, Phase-111.

Dear Mr. Raghuvver,

PL make a note of my new telephone numbers;

22-Feb-10

+919866172182, +91 40 23305869, & +91 40 23307026.

Kindly ref your letter dated 18th june'09, and discussions we had with you & your site Engineer Mr suresh on 6th july'09. we have written to you on 7th july'09 requesting you to complete the building by 31st july'09.

we have visited site on 15th sep'09 and 28th oct'09 and observed that none of the jobs were completed as mentioned in our letter. we do not know when you are completing the building and amenities.

we have made huge payments, and already delayed by six months. In case if you are not completing on or before 31st jan 2010, you may have to pay the interest or rentals to our building.

Once again we are looking for good discount on price due to market crash. Request you to consider and inform us the date of completion immediately.

Thanks & Regards.

A. Krishna Rao.

vineela

**From:** "Customer Relations" <cr@modiproperties.com>  
**To:** "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
**Sent:** Tuesday, February 23, 2010 5:54 PM  
**Subject:** Re: Bunglow No.328, Phase-111.

Dear Mr. A. Krishna Rao,

In your letter dated 7.7.2009 you have agreed to release payments in parts as we had requested to do so. Accordingly we have completed the work of flooring and bathroom tiles. However, as agreed to you have not released the installments of Rs. 2.5 lakhs. We are committed to complete the construction on receipt of installments as agreed to in your letter dated 7.7.2009.

We await the release of the installmens. Balance works like electrical wiring and fittings, installation of doors and windows and grills and first coat of paint will be completed within four weeks of receiving Rs. 2.5 lakhs.

With regard to your request for additional discount or compensation, we regret to inform you that we will not be able to give any further discount or entertain any claims of compensation.

Regards,

Raghuveer.  
 Senior Customer Relations Executive

----- Original Message -----

**From:** Krishna Rao  
**To:** soham@modiproperties.com  
**Cc:** cr@modiproperties.com  
**Sent:** Wednesday, February 10, 2010 11:21 AM  
**Subject:** Fw: Bunglow No.328, Phase-111.

Dear Mr.Soham Modi.

Forwarding the mail sent by us on 20th jan 2010. So far we have not recd any reply from your office. During my recent visit to site, I could not see any work going on our building. It indicates that it will not be completed in near future.

we also noticed that all wash room comodes are placed infront of the doors. we requested Mr.suresh your site engineer to change the positon. As they have not fixed the tiles they can do it easily. But he is reluctant in doing the same.

Request you to intervain and see that these jobs are completed and handover the building immediately.

We once again request you to cosider the reduction in price and payment of interest/rentals on our payments.

Thanks & Regards.

A.Krishna Rao

23-Feb-10

**From:** "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
**To:** <cr@modiproperties.com>  
**Cc:** <soham@modiproperties.com>  
**Sent:** Friday, April 16, 2010 1:36 PM  
**Subject:** Bungalow No.328, Phase-iii (sale agreement dated21-08-08).

Dear Sir,

This has reference to our site visit and discussions with your site Engineer and Mr.G.rambabu, following observations were given in writing to your site Engineer Mr.Swarup.

- 1.Flooring :Vetrified Tiles laying is not proper. in ground & first floor. You have to remove and rectify the same.
2. Puja Room : same size window of kitchen to be provided. ✓
- 3.W.C. in bath rooms: All three are placed in front of doors.Request you to change the place as explained.
- 4.Balcony & Kitchen: Tiles work is not completed. ✓
- 5.Main door Frame: Big crack was noticed.Request you to replace. ✓
- 6.Bath rooms: wall tiles are not placed properly. Lot of gapes and not matched the designed lines.Flooring tiles work was not done.
- 7.Wash basin:Work was not initiated.

Besides this lot of pending works are there and site engineer expressed that Stage -3 work order was not issued till date. Infact when we contacted Mr. Rambabu on 5th april'10 he confirmed that it was issued.

For these circumstances, we are unable to know when you are going to complete the house as well amenities mentioned in your brochure.

As per the agreement, it is to be completed by 1-07-2009. with a grace period of six months. Even after the grace period it was not completed. We are at surprise that you are able to manage Bankers to sanction loans against your projects. we are paying huge interests on loans and loosing interests on our investments. Kindly look into the above mentioned issues and request you to complete the house and amenities immediately. You early confirmation is highly appreciated. failing we will go to consumer court involving bankers for valuable settlement.

Thanks & Regards.  
A.Krishna Rao.

CR

file

From: "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
 To: "Customer Relations" <cr@modiproperties.com>  
 Sent: Tuesday, May 25, 2010 12:39 PM  
 Subject: Re: Reply to your query - Bungalow No. 328

I have already made the complaint regarding the flooring and tiles fixing. Unless you rectify, it is not possible for us to release the further payments.

As regarding amenities, you are intentionally delaying, hence question does not arise for final payments.

However we are making efforts to bring consumer court to intervene and interact with you and banks.

Regards.

A. Krishna Rao

--- On Mon, 24/5/10, Customer Relations <cr@modiproperties.com> wrote:

From: Customer Relations <cr@modiproperties.com>  
 Subject: Reply to your query - Bungalow No. 328  
 To: "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
 Date: Monday, 24 May, 2010, 10:12 PM

Dear Mr. A. Krishna Rao,

We had requested for payment of balance consideration in installments in order to complete the construction of your bungalow. Accordingly, you have agreed to pay us about Rs. 2.50 lakhs on completion of bathroom tiles and flooring and further sum of Rs. 2.50 lakhs on completion of electrical wiring and fitting, installation of doors and windows, grills and first coat of painting.

Our engineers have been instructed to complete the above mentioned works at the earliest. We shall complete the last coat of paint, polish and installation of CP and sanitary ware on clearing all the dues. Upon clearing the dues you are requested to inspect your bungalow and give us a written list of complaints so that they may be rectified and your bungalow shall be handed over to you completed in all respects within two weeks on clearing all dues.

Work on amenities in Phase I & II is fully completed. The amenities in Phase III shall be completed in parts as and when the work on bungalows around them is completed. The amenities work for bungalow no. 319 to 343 is nearly complete and the final finishing works will be completed in a couple of months. Provision of water and electricity for these bungalows has already been made.

I request your cooperation in the said matter. We once again request you to release a sum of Rs. 2.50 lakhs at the earliest.

Regards.

Raghuvver,  
 Asst Manager - Customer Relations

25-May-10

# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

## NOTICE

Date: 07.07.2010

To,  
Mr.A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No.1,  
Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

Sub: Payment of balance consideration.

- Ref: 1. Your booking for Bungalow No. 328 in our project known as Silver Oak Bungalows (Phase-III), at Survey Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, Cherlapally, Hyderabad - 500 051.  
2. Our letter dated 06.06.2009 for payment of balance consideration.

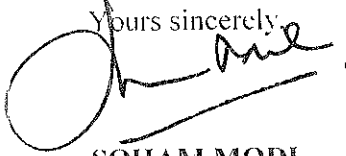
Dear Sir,

We have sent you a statement for the balance consideration payable by you (reference 2). As of today a total amount of Rs. 9,45,017/- is still due to us.

Despite repeated reminders you have not come forward to pay this amount. You are hereby requested to pay this amount within 7 days of receiving this notice; thereafter we will initiate legal proceedings for recovering of this amount along with interest.

Thank You.

Yours sincerely,



SOHAM MODI,  
Partner.



भारतीय डाक



India Post

POSTAL DEPARTMENT  
POSTAL SERVICES  
POSTAL REGULATORY COMMISSION  
POSTAL REGULATORY COMMISSION  
CHENNAI, INDIA, 600 009

Workdays  
M-F 9:00 AM - 5:00 PM  
Have a nice day!

Regd Post with ack due/COURIER



From:  
A.KRISHNA RAO.  
Flat NO.1,GANDH KUTI APPTS  
6-3-252/A/13&14,  
ERRAMANZIL COLONY,  
HYDERABAD-500 082.

15<sup>th</sup> july 2010.

To  
Mr.SOHAM MODI,  
Mehta & Modi Homes,  
5-4-187/3&4, 2<sup>nd</sup> floor,  
M.G.Road, Secunderabad.  
500 003.

SUB: Balance Payment Consideration.  
Ref: Your letter as notice Dated 07-july-2010

Dear sir,

Since last 5 months you have not replied to our mails Dated 27-2-10,16-4-10,5-5-2010 & 25-05-10. you are referring letter dated 06-06-2009 for balance payment.

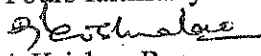
Once again we are mentioning unless you complete the schedules agreed by you in qualitative manner we can not release for further payments. You are requested to complete the building in all respects & after inspection only payments will be released. As you have mentioned in your earlier letters that few emanates were not completed / started for which we are holding 20% of the total cost of the building.

You have totally failed in maintaining quality, timely delivery which has incurred heavy losses to us. As you are aware we are paying interest to the bank against loans at the rate of 11% per annum. Hence we request you to pay interest on our total amount paid to you at rate of 11% per annum .This amount will be adjusted at the time of full and final settlement.

Please note that I am ready to take the possession of my building in a qualitative completion and settle the payment full and final as indicated above .Request you to confirm the exact date of completion in a weeks time failing which we will approach consumer court for settlement.

Thanking you

Yours faithfully

  
A.Krishna Rao

# MEHTA & MODI HOMES

5-4-187/3&4, 2<sup>nd</sup> Floor, M .G. Road, Secunderabad. 500 058.

---

To,  
Mr. Krishna Rao,  
Mr. A. Krishna Rao,  
H.No.6-3-252/A/13 &14,  
Flat No.1, Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082  
Dear Sir,

Date: 26.07.2010

Sub.: Payment of balance consideration


Ref.: 1. Your booking for bungalow no. 328, in Silver Oak Bungalows Phase III vide  
booking form no. 3009 dated 17.01.2007.

2. Your letter dated 15.07.2010.

The allegations made by you in your letter dated 15.7.10 and in your earlier correspondence are not true. At different points of time you have made several requests and allegations which are neither consistent nor reasonable. Please note that as per your earlier correspondence you have made the following requests / allegations.

1. Vide letter dated 24.4.2009 you have requested for a bank guarantee from our side in order to release the 7<sup>th</sup> installment of Rs. 3.44 lakhs.
2. Vide letter dated 12.6.2009 you have refused to pay any further amounts and raised issue about completion of amenities.
3. Vide letter dated 7.7.2009 you have agreed to pay Rs. 6.40 lakhs in installments.
4. Vide your email dated 20.01.2010 you have requested for a discount.
5. Vide your email dated 10.2.2010 you have asked for handing over the bungalow and reduction in price.
6. Vide your email dated 16.4.2010 you have raised issues about construction, threatened to go to the consumer court.
7. Vide your email dated 25.5.2010 refusing to make any further payments and threatening to approach the consumer court.
8. Vide your email dated 15.7.10 you have refused to make further payments and threatened to approach the consumer court.

We have vide our letter dated 06.06.2010 proposed a compromise for payment of the balance consideration which you have accepted but have failed to abide by. This is despite the fact that payment of sale consideration is not linked to the stage of construction. You have defaulted in making payments as per schedule. Our constructions have been within the time specified as per our agreement.



# MEHTA & MODI HOMES

5-4-187/3&4, 2<sup>nd</sup> Floor, M .G. Road, Secunderabad. 500 058.

---

We have sent a reply to each of your queries vide letters dated 20.5.09, 18.6.09 & 23.02.10.

It is clear from your correspondence that you do not intend to abide by the terms of our agreement. All attempts to arrive at a compromise from our side have failed. You are once again requested to pay the balance consideration and take possession of your bungalow. We can handover your bungalow completed in all respects within 2 weeks of receiving the balance consideration.

Inspite of the above if you wish to litigate in this matter it will be at your cost and consequences thereof.

Thank You.

Yours sincerely,  
For MEHTA & MODI HOMES

  
Soham Modi  
Managing Partner.

भारतीय डाक



India Post

REGISTRATION NO. 00000000  
REG. NO. 00000000  
REG. NO. 00000000  
REG. NO. 00000000  
REG. NO. 00000000  
REG. NO. 00000000

Mailgram,  
REG. NO. 00000000  
Have a nice day!

SAB - 01

328

Main Identity

SAB

**From:** "Krishna Rao" <akrishna\_rao2005@yahoo.com>  
**To:** "modi properties" <cr@modiproperties.com>  
**Sent:** Tuesday, September 28, 2010 2:21 PM  
**Subject:** Bungalow No328

Dear Mr.Soham Modi.

This is to inform you that inspite of our repeated requests to rectify the flooring and bath room tiles as indicated to your site Engineer. But your people are calling and asking for balance payment. They are also confirming that quality is not related to payments. Mr. Krishna prasad from your office also confirming that quality is not important.

We are in the process of going to consumer court for an early settlement, but at the same time we are looking for compromise. your attitude is not favourable to settle the issue.

If you agree. we will rectify the flooring and bathroom tiles and finish the building as per your design at your cost. Pl confirm.

Regards.

A.krishna Rao

28-Sep-10

# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

## NOTICE

Date: 27.10.2010

To,  
Mr.A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No.1,  
Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

Sub: Payment of balance consideration.

- Ref: 1. Your booking for Bungalow No. 328 in our project known as Silver Oak Bungalows (Phase-III), at Survey Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, Cherlapally, Hyderabad - 500 051.  
2. Our letter dated 06.06.2009 for payment of balance consideration.

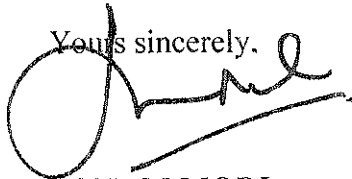
Dear Sir,

We have sent you a statement for the balance consideration payable by you (reference 2). As of today a total amount of Rs. 9,00,675/- is still due to us.

Despite repeated reminders you have not come forward to pay this amount. You are hereby requested to pay this amount within 7 days of receiving this notice; thereafter we will initiate legal proceedings for recovering of this amount along with interest.

Thank You.

Yours sincerely,



SOHAM MODI,  
Partner.

ing Officer

बीमा नहीं NOT INSURED

धाये गये डाक टिकटों का मूल्य

Amount of Stamps affixed

रु. 25

क्रमांक

No. 2660

प्रति

प्राप्त किया

Received Registered

तारीख मंहर

Date Stamp

पानेवाले का नाम

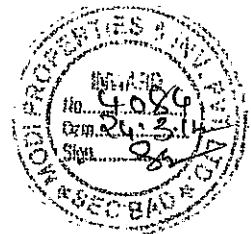
Addressed to

K. S. RAO  
HYD - 211

AMS

सिनेवाले अधिकारी के हस्तार  
Signature of Receiving Officer




**Bungalow No 328- Silver Oak**

Thursday, 22 March, 2012 2:46 AM

"Krishna Rao" <akrishna\_rao2005@yahoo.com >  
 Cr@modiproperties.com, info@modiproperties.com  
 accounts@modiproperties.com

Dear sir,

With ref to our mail dated 1st Oct 2010 and your visit on 20th Oct 2011, which shows the gravity of your intention to complete the building and amenities.

Still I am ready to take the position of my building and settle the issue immediately.

as per your latest statement you are showing the outstanding of RS.802258/-

Flat was already registered and all expenses RS.112590/- were already paid at that time..

hence balance will be Rs.689668/-

As you are not rectifying the Flooring and tiles work, we are ready to do the same at your cost, for which we will hold Rs.2,00,000/-

Following amenities were not even initiated:

Creche, tennis court, badminton court, basket ball court, children park, Am-phi theater, 1 KVA back up generator, and roads. few were mentioned as common to all 3 phases, but they are not enough for all.

Hence we will hold 5% cost of the sale value which is very nominal, ie Rs.191100/-

Three coats painting, plumbing and other misc works are still pending. we will complete all these at your cost around Rs.80,000/-

Hence the balance amount will be Rs. 2,18,568/- due to you. which can be collected from me immediately and complete the formalities.

Optional ; our intention is not to complete the pending respies, painting & misc works etc. If you complete all these above mentioned works with in 25 days, I can give you a post dated cheque for Rs.2,80,000/- so that you can complete the flooring ,tiles & painting works to our satisfaction.

After completion of all amenities we will pay the balance amount Rs.1,91,100/-

I am interested to settle amicably, but with in the above parameters.

PI note, till date it was delayed but we are not charging interest. If you can't come forward to settle the same, I am left with the option to go consumer court & media.

Kindly look into and confirm.

Thanks & Regards.

A. Krishna Rao

Interest calculation for delayed payments.						
Project Name	Silver Oak Bungalows - Phase III					
Plot no.	328					
Customer Name	A. Krishna Rao					
Booked by	Narsimha Reddy					
Prepared by	k.p					
Date	26-03-12					
Sign						
Interest rate	18	% p.a.				
Date	Instal / Paymen	Remarks	Days	Principal	Interest	Balance
27-Nov-07	25000	Booking Amount	-	-	-	25,000
27-Nov-07	(25000)	Booking Amount	-	25,000	-	-
12-Dec-07	200000	1st Installment	15	-	-	200,000
24-Dec-07	(200000)	Payment Received	12	200,000	1,184	-
26-Feb-08	1528000	2nd Installment	64	-	-	1,528,000
01-Apr-08	344833	3rd Installment	35	1,528,000	26,374	1,872,833
31-May-08	(628000)	Payment Received	60	1,872,833	55,415	1,244,833
06-Jun-08	(897191)	Payment Received	6	1,244,833	3,683	347,642
06-Jun-08	(255648)	Payment Received	-	347,642	-	91,994
30-Jun-08	69800	Reg Expenses	24	91,994	1,089	161,794
30-Jun-08	2000	Doc Exp	-	161,794	-	163,794
30-Jun-08	200	EC Exp	-	163,794	-	163,994
30-Jun-08	2000	Misc Exp	-	163,994	-	165,994
01-Jul-08	344833	4th Installment	1	165,994	82	510,827
04-Aug-08	(344833)	Payment Received	34	510,827	8,565	165,994
13-Aug-08	(344833)	Payment Received	9	165,994	737	(178,839)
01-Oct-08	344833	5th Installment	49	(178,839)	(4,322)	165,994
14-Nov-08	38220	VAT	44	165,994	3,602	204,214
10-Dec-08	(344833)	Payment Received	26	204,214	2,618	(140,619)
01-Jan-09	344833	6th Installment	22	(140,619)	(1,526)	204,214
01-Apr-09	344833	7th Installment	90	204,214	9,064	549,047
27-Apr-09	(91994)	Payment Received	26	549,047	7,040	457,053
31-May-09	344835	8th Installment	34	457,053	7,663	801,888
29-Sep-10	370	Stamp Papers	486	801,888	192,189	802,258
31-Mar-12	(802258)	amount receivable	549	802,258	217,203	-
					530,661	
Note:						
Column A, B & C: Enter Installemnts & payments received						
Column B: Enter receivables as positive amounts & payments received as negative amounts.						
Cloumns D to G: Do not change.						
Sort columns A , B & C in accending order.						
Calculate sum of Installments / Payments & Interest						

**APPROVED BY**  
- 6 APR 2012  
SOHAM MODI  
MANAGING DIRECTOR

1. Vide letter dated 6.6.2009 the customer was informed that the civil works of his bungalow are completed and possession could be handed over to him in July 2009 provided the balance amount is paid.
2. After several rounds of negotiations the customer had agreed to pay the balance amount in installments. As per our commitment we have completed construction of bungalow. However, the customer has failed to pay the balance amounts as promised.
3. The last coat of paint and polish along with installations of CP and sanitary ware have not been installed / completed as the customer is unwilling to make the balance payment and take possession of his bungalow. The same can be completed within 1 week at the customers request.
4. Customer has made several untenable demands which cannot be met.
5. Corrections to defects in constructions as pointed out by the customer have been completed wherever possible. Some complaints are unreasonable and cannot be attended to.
6. The total amount payables towards the sale consideration (Rs.38,22,000/-), VAT (Rs.47,775/-) Service Tax ( 1,43,129/-), maintenance charges ( 36,000/-), stamp duty and registration charges ( Rs74,370/-), interest up to 31-03-2012 (Rs.5,30,661/-) is Rs.46,53,935/- up to March'2012. Customer has paid as on date Rs.31,32,332/- and balance due of Rs.15,21,603/- is recoverable from the customer along with interest @18% per annum.
7. Send a notice for recovery of this amount and then file a suit for the same.

ORIGINAL

దస్తావేజులు మరియు రుసుముల రశీదు

నెం. 7211 A. | *Chandrababu Naidu*

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

*Chandrababu Naidu*

దస్తావేజు స్వభావము	<i>Lease</i>	<i>27/10</i>	<i>Agul Dev</i>	<i>Agul Dev</i>
దస్తావేజు విలువ	<i>348000</i>	<i>516</i>	<i>989000</i>	<i>1980000</i>
స్థాంపు విలువ రూ.	<i>1000</i>		<i>1000</i>	<i>1000</i>
దస్తావేజు నెంబరు	<i>5123/08</i>		<i>5124/08</i>	<i>5127/08</i>
రిజిస్ట్రేషన్ రుసుము	<i>1700</i>		<i>1000</i>	<i>1000</i>
లోటు స్థాంపు	<i>24200</i>		<i>14800</i>	<i>19700</i>
T.D. GHMC	<i>100</i>		<i>100</i>	<i>100</i>
యాజర్ ఛార్జీలు				
అదనపు షీట్లు	<i>2600</i>		<i>15900</i>	<i>20800</i>
5. X .....	<i>6960</i>			

*766778 766777 766778*

అక్షరాల

రూపాయలు మాత్రమే

తేది *5/6*

వాపసు తేది ఫా. 4 గంటలకు

*[Signature]*

Note : Document will be returned at 3.30 p.m. to 5.00 p.m.

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof if in excess of 10 days subject to maximum of Rs. 500/- will be levied.

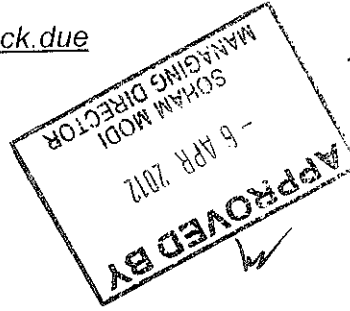
Deat In Approval  
Proposed by Shri. Balgopal

Reqd Post Ack.due

1<sup>st</sup> April, 2012

To

Mr.A.Krishna Rao  
H.No.6-3-252/A/13 & 14,  
Flat No.1, Gandhkuti Apartments  
Erramanzil Colony  
Hyderabad – 500082.



Under instructions from our client M/s.Mehta and Modi Homes, having their head office at 5-4-187/3&4, II Floor, Soham Mansion, M.G.Road, Secunderabad, represented by its Managing Partner Shri Soham Modi S/o Shri Satish Modi, we have to address you as follows:

1. Our client is in the business of construction of residential flats and houses. Our client has developed one such venture known as "Silver Oak Bungalows" situated at Cherlapally, Hyderabad – 500 051. You have approached our client for purchase of Plot No.328, admeasuring 174 sq.yards in the above venture along with a bungalow to be constructed on the said plot by our client for a total consideration of Rs.38,22,000/- plus other charges like VAT, Service Tax, stamp duty and registration charges. You had entered into a Sale Deed and also Agreement of Construction for carrying out the construction of the bungalow in the above said Plot by our client. In the booking form dated 27.11.2007, our client has spelt out the schedule of payments to be made by you on various dates which was also signed by you agreeing for the terms and conditions.

2. Our client has carried out their part of the contract i.e., the construction and informed you vide <sup>his</sup> letter dated 6.6.2009 wherein our client has clearly informed you that the Bungalow would be handed in July 2009 and also asked you take possession of the bungalow after clearing all the dues. An Account Statement was also enclosed along with the said letter for your reference. It appears that you had asked for a further discount in the price of the bungalow which was not agreed upon by our client and the reasons for such disagreement has been explained to you in the letter dated 18.06.2009 addressed by our client to you.

3. Our client believing your promise to clear the balance amount in instalments has gone ahead and completed the construction. The only works that are pending is a last coat of paint and polish and installation of C.P. and sanitary ware. The same can also be completed in a week's time once you come forward to clear the dues and take possession of the bungalow.

4. Our client informs us that you had made some untenable demands like furnishing of bank guarantee and also your e-mails in which you have not only refused to make the payments but also approach the consumer courts. Our client informs that certain defects which were pointed out by you were rectified to the possible extent and certain complaints regarding constructions are unreasonable. As per the statement of account you are due an amount of Rs.46,53,935/- as on 31<sup>st</sup> March 2012 out of which you have made a payment of Rs.31,32,332/- and a balance amount of Rs.15,21,603/- (Rupees Fifteen lakhs twenty one thousand six hundred three only) is due and recoverable from you along with interest @ 18% p.a. Our client is ready to handover the bungalow as soon as you settle the dues at the earliest.

Therefore, on behalf of our client, we hereby call upon you to pay to our client the above outstanding of Rs.15,21,603/- (Rupees Fifteen lakhs twenty one thousand six hundred three only) with interest @ 18% p.a. within 10 days from the date of receipt of this notice, failing which, our client will initiate appropriate legal proceedings against you for recovery of the entire outstanding payment, holding you liable for all costs and consequences arising thereof and also to pay Rs.2,000/- towards the cost of this legal Notice.

**(C.BALAGOPAL)**  
**ADVOCATE**

A. Krishna Rao

No.6-3-252/A/13&14  
Flat No.1, Gandhkuti Apartments  
Erramanzil colony, Hyderabad 500082

REGISTERED POST ACKW DUE

DATE 17-4-2012

To,  
Mr.C.Balagopal  
Advocate  
No.10-2-278, Flat no.103,  
Suresh harivillu Apts, Raod no.11  
West maredpally, Secunderabad 500.026

Dear Sir,

Please refer to your notice dated 1<sup>st</sup> April 2012 received by me on 10<sup>th</sup> April 2012 issued on behalf of your client M/s. Mehta and Modi Homes having their office II nd floor, soham mansion, M G Road, Secunderabad represented by its managing partner and I reply the same as under.

At the out set I deny all the allegations made by your client and they had not given you the complete true facts of the issue.

Your client released in to the market colorful brochure about their ventures more particularly "Silveroak Bungalows phase III" inducing the public to subscribe for the same. Accordingly on the basis of the brochure I selected the plot no.328.The same was registered in my favour vide registered sale deed no.5123/2008,dated 05/06/2008 for total sale consideration of Rs.38,22,000/= and also construction agreement no.5125/2008,dated 05/06/2008 for the completion of the Bungalow within a specified time.

Your client received mail from me on 19-8-2008 wherein I clearly informed about quality problem and poor construction observed by owners and friends in Phase I and cautioned your client to monitor the same. There after numerous letters were exchanged between your client and myself about the quality and material used. Your client has not used any quality materials as per specifications and standards as agreed upon.

Your client received my letter dated 15-7-2010 wherein I categorically highlighted all lapses and options left to me in order to take possession of property. Your client received the said letter and initiated compromise proposal in an unfair way for which I did not agree, Your client aware of the consequences written a letter asking for balance payment with out complying my requirements,

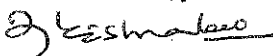
Your client received my latest mail dated 22-3-2012 wherein I sent the proposal for the issue and the various amounts I am going to incur to complete the unfinished works at your client's cost.

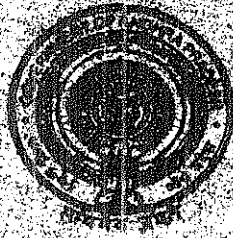
In view of the above facts and circumstances it is clearly understood that there is a breach of contract from your client's side for which I am entitled. As you aware from the brief ample chances were given to your client to comply all reasonable demands. Since I lost patience I had no other alternative to redress the issue except to approach appropriate forum.

I am therefore not liable for any amounts along with interest as mentioned in your notice However in spite of this reply notice if your client approaches any court of law they will be doing so at their risk and peril and the same will be defended by me at the cost of your client.

Thanking you,

Yours faithfully

  
A.KRISHNA RAO



ఆంధ్రప్రదేశ్ ప్రభుత్వం  
GOVERNMENT OF ANDHRA PRADESH

సంస్థ రిజిస్ట్రేషన్ స్వీకృతి  
**ACKNOWLEDGEMENT OF REGISTRATION OF FIRM**

1932 లో ఉప విధి 58(1) వ సెక్షన్ ప్రకారం నియమించబడిన సంస్థల అధిపతులు అందించిన సంస్థ ల రిజిస్ట్రేషన్ అందుకున్నట్లుగా తెలుస్తున్నది.

The Registrar of Firms, Andhra Pradesh hereby acknowledges the receipt of the statement prescribed by section 58(1) of the Indian Partnership Act, 1932.

ఈ సంస్థ ద్వారా చేయబడిన సంస్థ యొక్క పేరు  
అందించినట్లుగా నిజమైతే 19  
సంవత్సరం సంస్థల సంస్థ రిజిస్ట్రేషన్ సారాంశం తెలుస్తుంది.

The statement has been filed and the name of the firm M/S. MEHTA & MODI HOMES, M.G. Road, Secunderabad.

has been entered in the register of Firms as No. 873 of xxx. 2003. at Hyderabad (A.P.)

హైదరాబాద్ లోని  
Hyderabad (A.P.)  
32



*[Signature]* 29/4/2003  
సంస్థ రిజిస్ట్రేషన్  
Registrar of Firms  
Hyderabad

Dated the 29th day of April xxx. 2003



IN THE COURT OF THE I ADDL. CHIEF JUDGE  
CITY CIVIL COURT AT: SECUNDERABAD

O.S.No. <sup>138</sup>~~864~~ of 201~~7~~

Between:

M/s. Mehta and Modi Homes  
A partnership firm, having office at 5-4-187/3&4,  
II Floor, Soham Mansion, M. G. Road,  
Secunderabad, represented by its Managing Partner  
Mr. Soham Modi S/o Sri Satish Modi, aged 42 years. ... PLAINTIFF

AND

Mr. A. Krishna Rao S/o. A. Sriramulappaiah  
Aged 60 years, occupation: Private Service,  
R/o H.No.6-3-252/A/13 & 14, Flat No.1,  
Gandhkuti Apartments, Erramanzil Colony  
Hyderabad - 500 082. ... DEFENDANT

**PLAINT FILED UNDER SECTION 26 OF C.P.C.**

**SUIT FOR RECOVERY OF RS. Rs.15,21,603/-**

**I. DESCRIPTION OF THE PLAINTIFF:**

M/s. Mehta and Modi Homes, A partnership firm, having office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Managing Partner Mr. Soham Modi S/o Sri Satish Modi, aged 42 years.

The address for the purpose of the service of summons and notices etc., is that of its counsel Sri. C. BALAGOPAL, Smt. Ameerunnisa Begum, K. Vijaya Saradhi & C. V. Chandramouli, Advocates having their office at Flat No.103, Suresh Harivillu Apartments, Road No.11, West Marredpally, Secunderabad - 500 026.

**II. DESCRIPTION OF THE DEFENDANT:**

Mr. A. Krishna Rao S/o. A. Sriramulappaiah Aged 60 years, occupation: Private Service R/o H.No.6-3-252/A/13 & 14, Flat No.1, Gandhkuti Apartments, Erramanzil Colony, Hyderabad - 500082.

The address of the Defendant for the purpose of service of all summons, notices etc., are the same as stated above.

**III. FACTS OF THE CASE:**

1. The Plaintiff is a partnership firm, having its registered office at 5-4-187/3 & 4, II floor, "Soham Mansion", situated at M.G. Road, Secunderabad, represented by its Managing Partner Sri Soham Modi and as such he is entitled to represent the Plaintiff firm.
2. The Plaintiff is in the business of construction of residential flats and houses. The Plaintiff has developed one such venture known as "Silver Oak Bungalows" situated at Cherlapally, Hyderabad - 500 051. The Defendant has approached the Plaintiff for purchase of Plot No.328, admeasuring 174 sq. yards in the above venture along with a bungalow to be constructed on the said plot by Plaintiff for a total consideration of Rs.38,22,000/- plus other charges like VAT, Service Tax, stamp duty and registration charges. The Defendant had entered into a Sale Deed for the plot of land and also Agreement of Construction for carrying out the construction of the bungalow in the above said Plot by Plaintiff. In the booking form dated 27.11.2007, the Plaintiff has spelt out the schedule of payments to be made by the Defendant on various dates which was also signed by the Defendant agreeing for the terms and conditions.
3. The Plaintiff has carried out their part of the contract i.e., the construction and informed the Defendant vide their letter dated 6.6.2009 wherein the Plaintiff has clearly informed to the Defendant that the Bungalow would be handed over in the month of July 2009 and also asked him take possession of the bungalow after clearing all the dues. An Account Statement was also enclosed along with the said letter for his reference. The Plaintiff submits that the Defendant had asked for a further discount in the price of the bungalow which was not agreed upon and the reasons for such disagreement has been explained to him in the letter dated 18.06.2009 addressed by the Plaintiff.
4. The Plaintiff submits that believing the Defendants' promise to clear the balance amount in installments has gone ahead and completed the construction. The only works that are pending is a last coat of paint and polish and installation of C.P. and sanitary ware. The

same can also be completed in a week's time once the Defendant can come forward to clear the dues and take possession of the bungalow.

5. The Plaintiff submits that the Defendant had made some untenable demands like furnishing of bank guarantee and also his e-mails in which the Defendant has not only refused to make the payments but also approach the consumer courts. The Plaintiff submits that certain defects which were pointed out by the Defendant were rectified to the possible extent and certain complaints regarding constructions are unreasonable. As per the statement of account the Defendant is due an amount of Rs.46,53,935/- as on 31<sup>st</sup> March 2012 out of which the Defendant has made a payment of Rs.31,32,332/- and a balance amount of Rs.15,21,603/- (Rupees Fifteen lakhs twenty one thousand six hundred three only) is due and recoverable from the Defendant along with interest @ 18% p.a. The Plaintiff submits that they are ready to handover the bungalow as soon as the Defendant settles the dues but the Defendant failed to do so.
6. The Plaintiff got issued a notice dated 01.04.2012 calling upon the Defendant to pay the outstanding amount of Rs.15,21,603/- (Rupees Fifteen lakhs twenty one thousand six hundred three only) along with interest and take possession of the constructed house which is ready for occupation. The Defendant had received the notice but failed to reply. Therefore, the Plaintiff is constrained to file this suit for recovery of the amount due from the Defendant. The Plaintiff is filing the legal notice dated 01.04.2012 along with the postal acknowledgement.
7. **The Defendant is now due a sum of Rs.15,21,603/- (Rupees Fifteen Lakhs Twenty One Thousand Six Hundred and Three only). Hence this suit.**
8. The plaintiff has not filed any suit in any court of law for the relief prayed hereunder:

**IV. CAUSE OF ACTION:**

The cause of action for the suit arose on 27.11.2007 the date of booking of house by the Defendant, on 05.06.2008 when the Sale Deed for and Agreement for construction were executed by the Plaintiff and on 01.04.2012 the date of notice, issued by the Plaintiff and on all the subsequent dates when the amounts remain unpaid.

**V. JURISDICTION:**

The transaction took place at the registered office of the Plaintiff situated at Soham Mansion, M. G. Road, Secunderabad within the territorial jurisdiction of this Hon'ble Court and the claim is more than Rs.10 lakhs which is within the pecuniary jurisdiction of this Hon'ble Court and hence this Court has got jurisdiction to try this suit.

**VI. COURT FEE:**

The suit is valued for the purpose of Court fee and jurisdiction is at Rs. 15,21,603/-. The plaintiff is herewith paying a court fee of Rs. \_\_\_\_\_ payable under Article: 1 B & C of the A.P.C.F and S.V. Act.

**VII. PRAYER:**

It is, therefore, prayed that this Hon'ble Court may be pleased to pass a Judgment and a Decree in favour of the Plaintiff and against the Defendant as follows:

- a. To grant a decree for recovery of Rs.15,21,603/- directing the Defendants to pay the outstanding amount to Plaintiff together with interest @ 18% p.a. from the date of suit till realization;
- b. To award costs of the suit and
- c. To Pass such other order or orders as this Hon'ble court deems fit and proper in the interest of justice.

COUNSEL FOR PLAINTIFF

SECUNDERABAD

-04-2012

PLAINTIFF

**VERIFICATION**

I, Soham Modi S/o Sri Satish Modi, the Managing Partner of the Plaintiff Company, do hereby state that the facts mentioned above is true and correct to the best of knowledge and belief. Hence verified.

SECUNDERABAD

PLAINTIFF

.04.2012

**LIST OF DOCUMENTS**

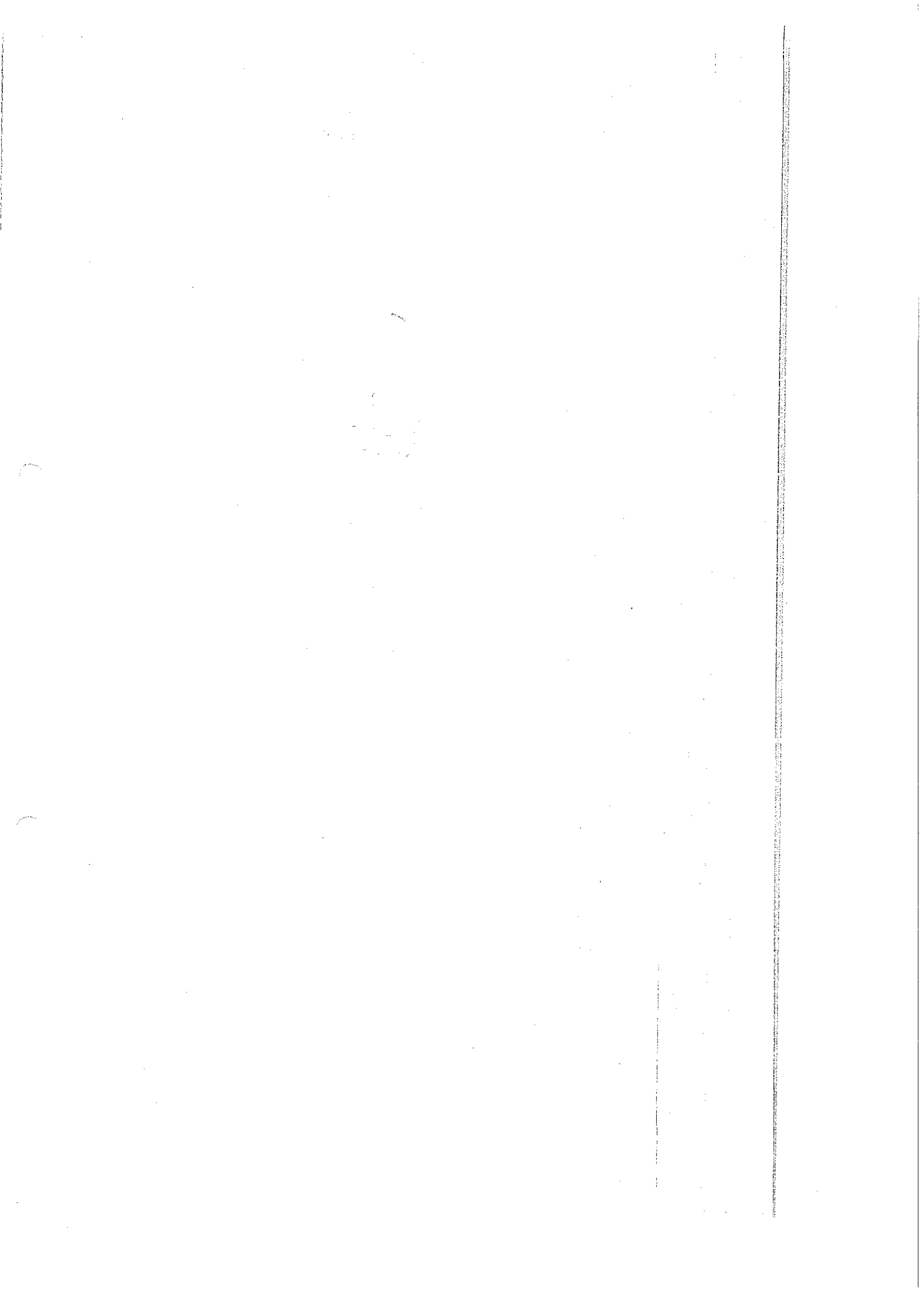
---

Sl.No.	Date	Documents
1.	27.11.2007	Office copy of Booking Form
2.	06.06.2009	Letter from Plaintiff to Defendant
<b>3.</b>		<b>Sale Deed</b>
<b>4.</b>		<b>Agreement of construction</b>
5.	01.04.2012	Office copy of Notice
6.	.04.2012	Postal acknowledgement
7.		Statement of Account

---

Date: .04.2012  
SECUNDERABAD  
PLAINTIFF

COUNSEL FOR



IN THE COURT OF THE I  
ADDL. CHIEF JUDGE  
CITY CIVIL COURT  
AT: SECUNDERABAD

O. S. No. 138 of 2012

Between:

M/s. Mehta & Modi Homes  
... Plaintiff

AND

A. Krishna Rao ...Defendant

**PLAINT**

**FILED UNDER SECTION 26**  
**C.P.C. FOR RECOVERY OF**  
**MONEY**

Filed on: .04.2012

Filed by:

**SHRI. C. BALAGOPAL**

Advocate

103, Harivillu Apartments,

West Marredpally,

Secunderabad.

Phone No.64570512



IN THE COURT OF THE I ADDL. CHIEF JUDGE  
CITY CIVIL COURT AT: SECUNDERABAD

O. S. No. 138 of 2012

Between:

M/s. Mehta and Modi Homes ... Plaintiff

AND

Mr. A. Krishna Rao ... Defendant

VERIFIED AFFIDAVIT

I, Soham Modi S/o Sri Satish Modi, aged 42 years, occupation: Business, R/o Secunderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Managing Partner of the Plaintiff herein and as such I am well acquainted with the facts of the case.
2. I state the facts mentioned in the plaint are true and correct to the best of my knowledge and belief.

Hence this verified affidavit.

Sworn and signed before me  
on this the day of April, 2012  
At Secunderabad.

DEPONENT

ADVOCATE / SECUNDERABAD

IN THE COURT OF I  
ADDL.CHIEF JUDGE: CITY  
CIVIL COURT  
AT SECUNDERABAD

O.S.NO. 138 OF 2012

Between:

M/s. Mehta & Modi Homes  
... Plaintiff

And

A. Krishna Rao  
...Defendant

**VERIFIED AFFIDAVIT**

Filed on: .04.2012

Filed by:

**SRI.C.BALAGOPAL**  
**ADVOCATE**

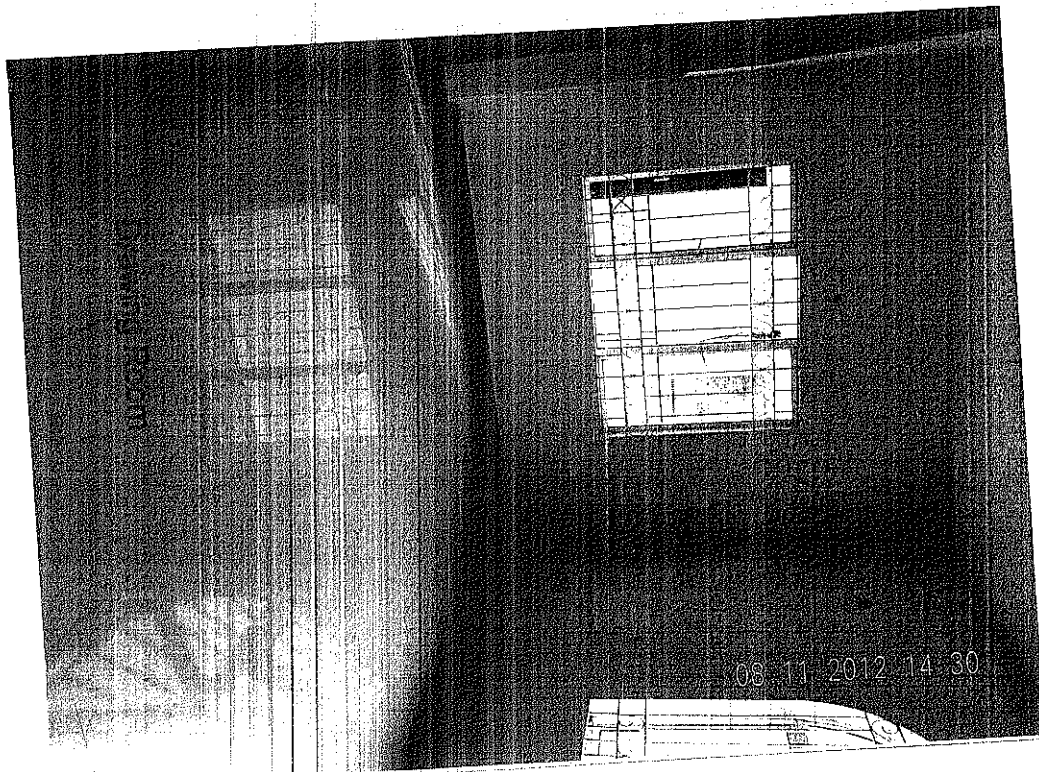
103, Suresh Harivillu Apts  
Road No.11, West  
Marredpally,  
Secunderabad - 500 026.

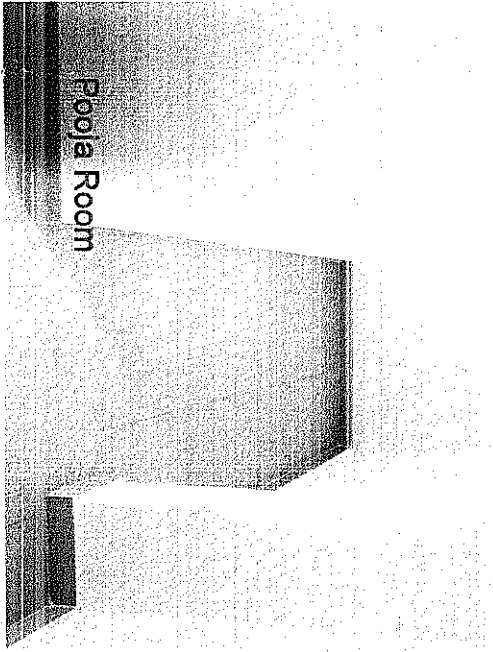
COUNSEL FOR PLAINTIFF

ok



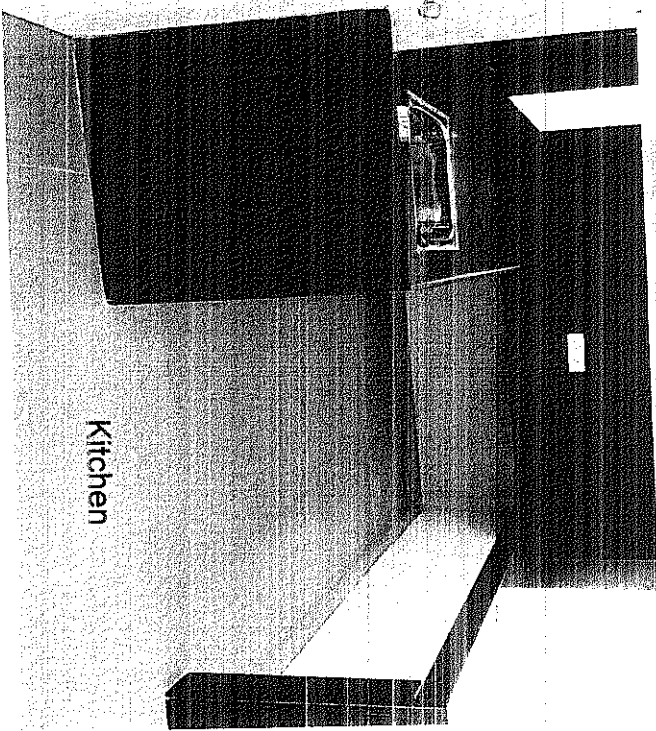
B No. 328 Elevation





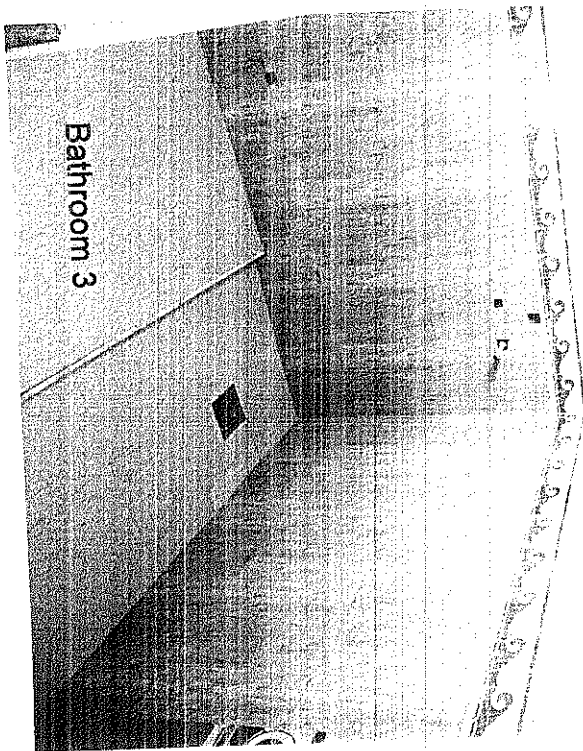
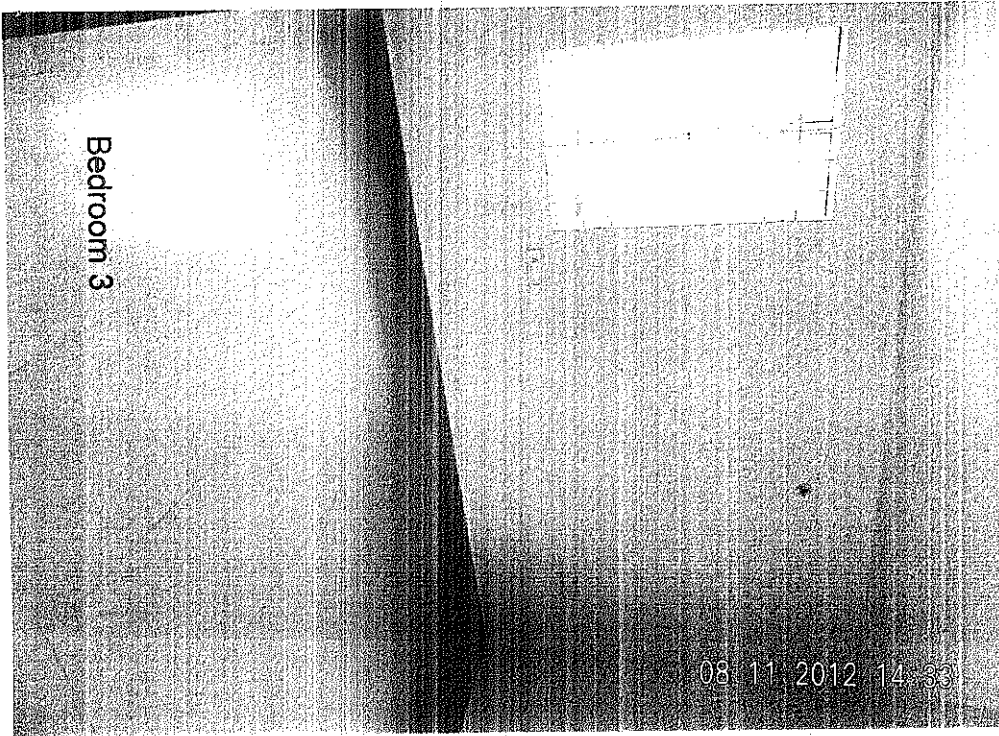
Pooja Room

08.11.2012 14:35

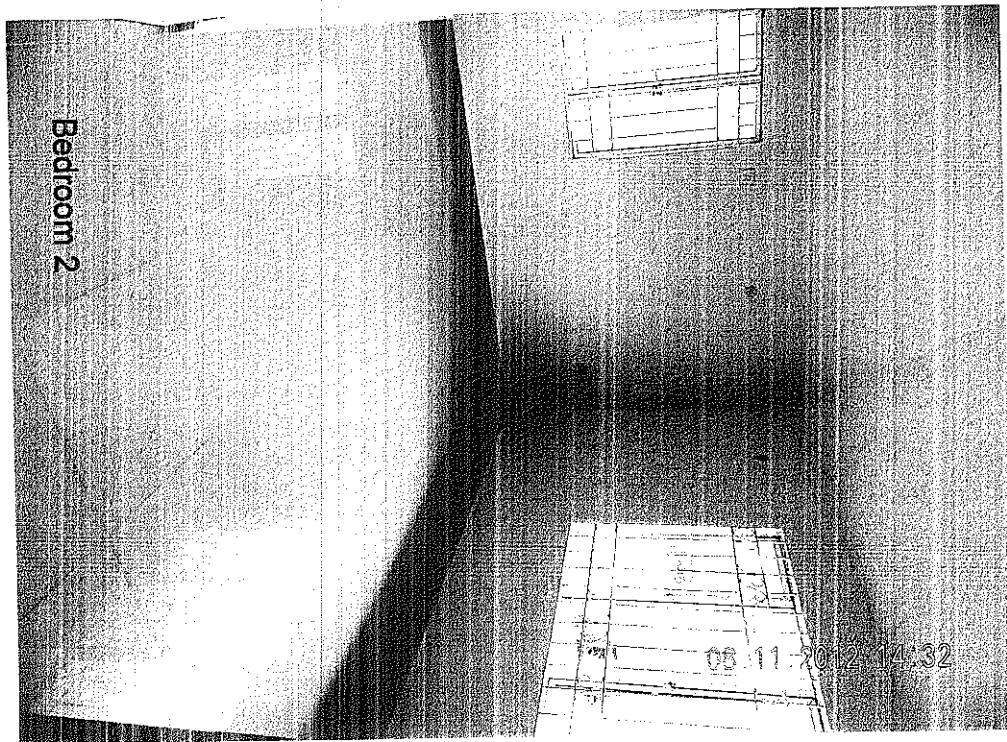


Kitchen

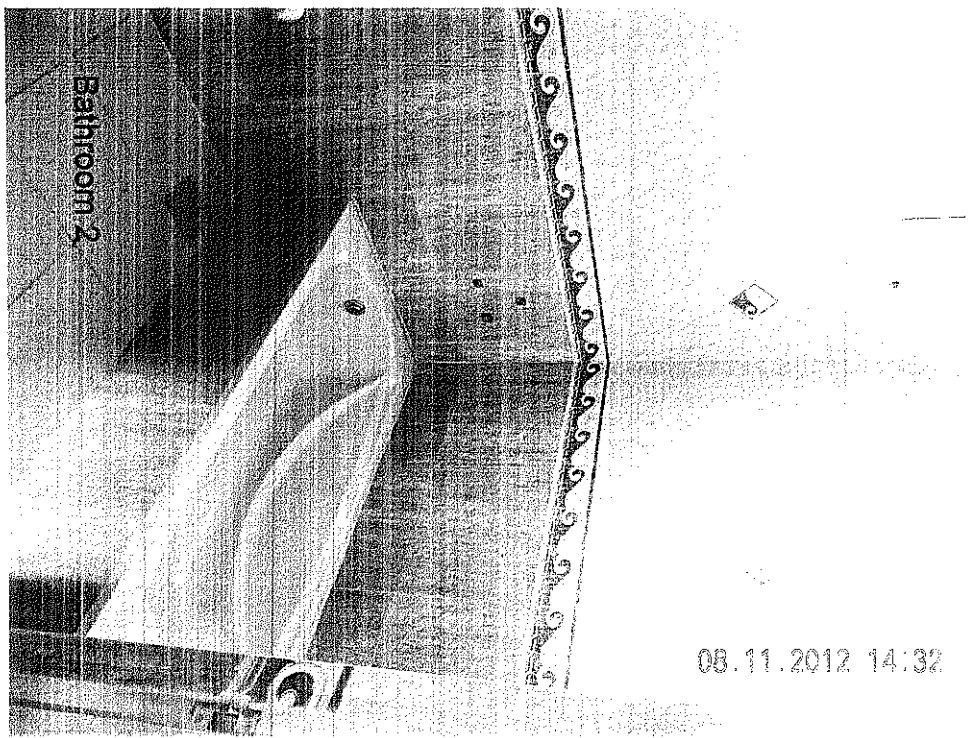
08.11.2012 14:35



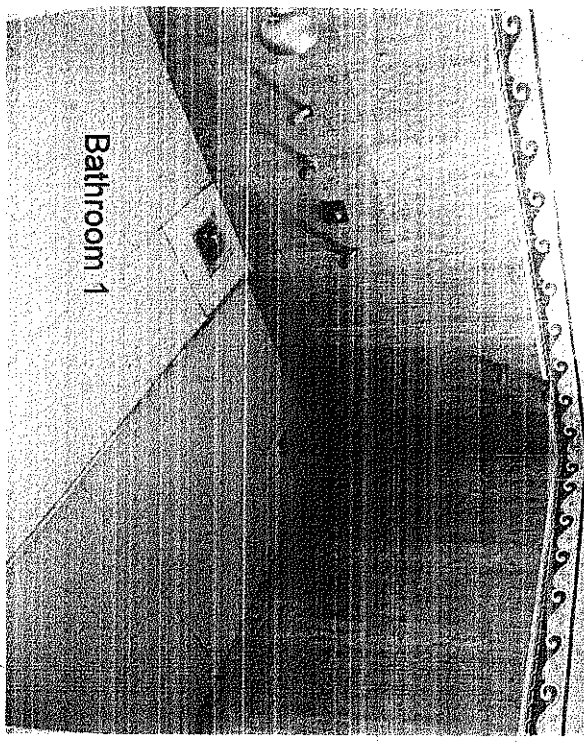
08.11.2012 14:33



Bedroom 2

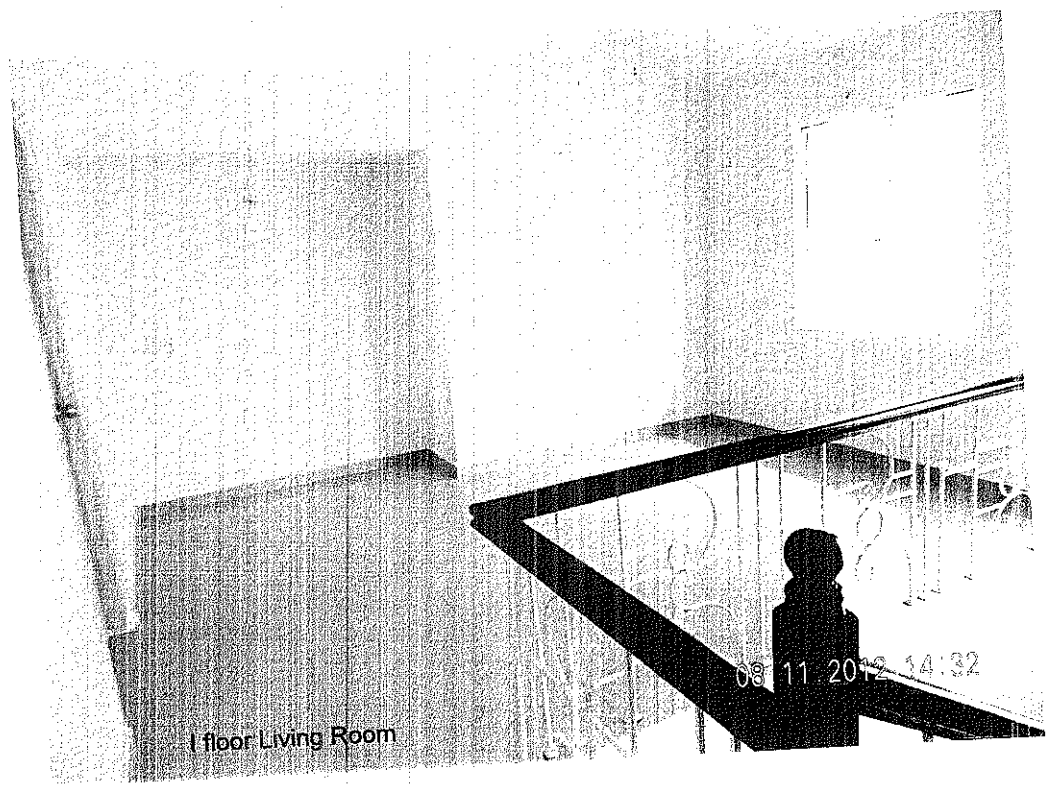


Bathroom 2



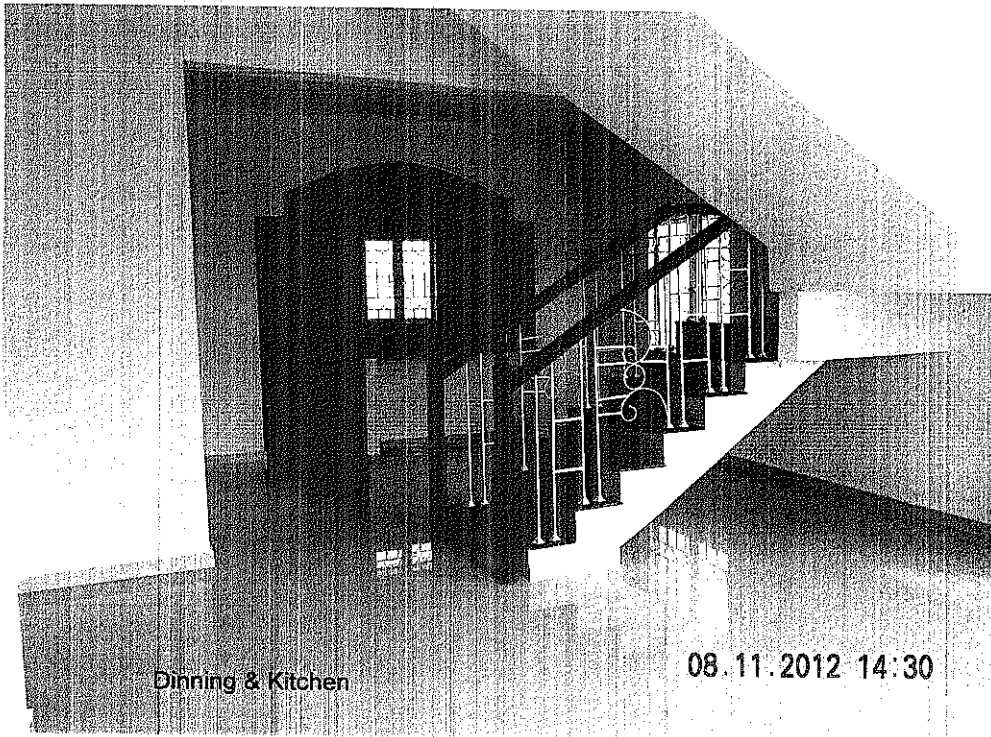
Bathroom 1

08.11.2012 14:31



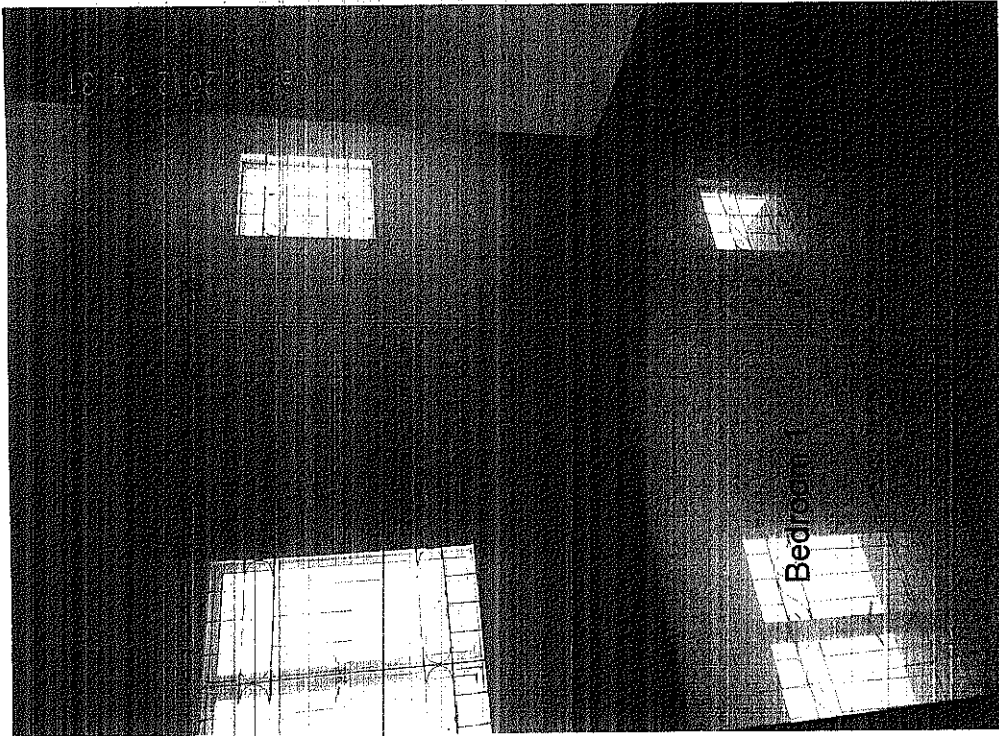
1 floor Living Room

08.11.2012 14:32



Dinning & Kitchen

08.11.2012 14:30



Bedroom 1



IN THE COURT OF THE I ADDL. CHIEF JUDGE:  
CITY CIVIL COURT AT SECUNDERABAD

IA NO. of 2015

O.S.NO. ~~122~~<sup>138</sup> IN OF 2012

Between:

M/s.Mehta and Modi Homes, a partnership firm  
having their registered office at 5-4-187/3&4,  
II Floor, Soham Mansion,  
M.G.Road, Secunderabad  
rep. by its Partner Sri Soham Modi  
S/o Sri Satish Modi, aged 42 years. ... Petitioner/Plaintiff

AND

Mr. A. Krishna Rao S/o. A. Sriramulappaiah  
Aged 63 years, occupation: Private Service,  
R/o H.No.6-3-252/A/13 & 14, Flat No.1,  
Gandhkuti Apartments, Erramanzil Colony  
Hyderabad - 500 082. ... Respondent/Defendant

**PETITION FILED UNDER ORDER VII RULE 14(3) OF CPC**

For the reasons stated in the accompanying affidavit it is prayed that this Hon'ble court may be pleased to receive the enlisted document filed along with this application and mark the same as exhibits in support of the plaintiffs case, and pass such other order or orders as this Hon'ble court deems fit and proper.

Secunderabad  
Date:15.09.2015

COUNSELF FOR PETITIONER

-7-

IN THE COURT OF THE I ADDL.  
CHIEF JUDGE

CITY CIVIL COURT  
AT SECUNDERABAD

IA NO.            of 2015  
                          IN  
O. S. No:        138 OF 2012

Between:

M/s.Mehta & Modi Homes

...Petitioner/Plaintiff

And

A.Krishna Rao

... Respondent/Defendant

**PETITION FILED UNDER  
ORDER VII RULE 14(3) OF  
CPC**

Filed on:        15.08.2015

Filed by:

**Sri C.BALAGOPAL  
ADVOCATE**

Flat No.103, Suresh Harivillu  
Apts  
Road No.11, West Marredpally  
Secunderabad - 26.

COUNSEL FOR PETITIONER

**IN THE COURT OF THE I ADDL. CHIEF JUDGE  
CITY CIVIL COURT AT: SECUNDERABAD**

O.S.No. 138 of 2012

Between:

M/s. Mehta and Modi Homes . . . PLAINTIFF

AND

Mr. A. Krishna Rao . . . DEFENDANT

**CHIEF AFFIDAVIT OF PW1**

I, L.Ramacharyulu, S/o Late L.Raghavendra Rao, aged 54 years, R/o.Hyderabad, do hereby solemnly affirm and state on oath as follows:

1. I am the Legal Officer of the plaintiff company who has been duly authorised to give evidence on behalf of the plaintiff, as such I am well acquainted of the facts of the case.
2. I submit that the Plaintiff is a partnership firm, having its registered office at 5-4-187/3 & 4, II floor, "Soham Mansion", situated at M.G. Road, Secunderabad, represented by its Managing Partner Sri Soham Modi.
3. I submit that the Plaintiff is in the business of construction of residential flats and houses. The Plaintiff has developed one such venture known as "Silver Oak Bungalows" situated at Cherlapally, Hyderabad. The Defendant has approached the Plaintiff for purchase of Plot No.328, admeasuring 174 sq. yards in the above venture along with a bungalow to be constructed on the said plot by Plaintiff for a total consideration of Rs.38,22,000/- plus other charges like VAT, Service Tax, stamp duty and registration charges. The Defendant had entered into a Sale Deed and also Agreement of Construction for carrying out the construction of the bungalow in the above said Plot by Plaintiff. In the booking form dated 27.11.2007, the Plaintiff has spelt out the schedule of payments to be made by the Defendant on various dates which was also signed by the Defendant agreeing for the terms and conditions.
4. I submit that the Plaintiff has carried out their part of the contract i.e., the construction and informed the Defendant vide their letter dated 6.6.2009 wherein the Plaintiff has clearly informed to the

Defendant that the Bungalow would be handed over in the month of July 2009 and also asked him take possession of the bungalow after clearing all the dues. An Account Statement was also enclosed along with the said letter for his reference. The Plaintiff submits that the Defendant had asked for a further discount in the price of the bungalow which was not agreed upon and the reasons for such disagreement has been explained to him in the letter dated 18.06.2009 addressed by the Plaintiff.

5. I submit that the Plaintiff believing the Defendant's promise to clear the balance amount in installments has gone ahead and completed the construction. The only works that are pending is a last coat of paint and polish and installation of C.P. and sanitary ware. The same can also be completed in a week's time once the Defendant can come forward to clear the dues and take possession of the bungalow.

6. I submit that the Defendant had made some untenable demands like furnishing of bank guarantee and also his e-mails in which the Defendant has not only refused to make the payments but also approach the consumer courts. The Plaintiff submits that certain defects which were pointed out by the Defendant were rectified to the possible extent and certain complaints regarding constructions are unreasonable. As per the statement of account the Defendant is due an amount of Rs.46,53,935/- as on 31<sup>st</sup> March 2012 out of which the Defendant has made a payment of Rs.31,32,332/- and a balance amount of Rs.15,21,603/- (Rupees Fifteen lakhs twenty one thousand six hundred three only) is due and recoverable from the Defendant along with interest @ 18% p.a. I submit that the Plaintiff is ready to handover the bungalow as soon as the Defendant settles the dues but the Defendant failed to do so.

7. I submit that the Plaintiff got issued a notice dated 01.04.2012 calling upon the Defendant to pay the outstanding amount of Rs.15,21,603/- (Rupees Fifteen lakhs twenty one thousand six hundred three only) along with interest and take possession of the constructed house which is ready for occupation. The Defendant had received the notice but failed to reply. Therefore, the Plaintiff is

constrained to file this suit for recovery of the amount due from the Defendant. The Defendant is now due a sum of Rs.15,21,603/-

I, therefore, pray that this Hon'ble court be pleased to pass a judgement and decree as prayed for by the plaintiff.

The Plaintiff is relying on the following documents.

Sl.No.	Date	Documents
1.	27.11.2007	Office copy of Booking Form
2.	06.06.2009	Letter from Plaintiff to Defendant
3.	05.06.2008	Sale Deed
4.		Agreement of construction
5.	01.04.2012	Office copy of Notice
6.		Postal acknowledgement
7.		Statement of Account

Sworn and signed before me  
on this the 15th day of September, 2015  
at Secunderabad.

DEPONENT

Advocate / Secunderabad

-4-

IN THE COURT OF THE I ADDL.  
CHIEF JUDGE  
CITY CIVIL COURT  
AT: SECUNDERABAD

O. S. No.138 of 2012

Between:

M/s. Mehta & Modi Homes  
... Plaintiff

AND

A. Krishna Rao ...Defendant

CHIEF AFFIDAVIT OF PW1

Filed on: 15.09.2015

Filed by:

**SHRI. C. BALAGOPAL**

Advocate

103, Harivillu Apartments,

West Marredpally,

Secunderabad.

Phone No.64570512

*J. depar...*

# MEHTA AND MODI HOMES

5-4-187/3 &4, II Floor,  
Soham Mansion, M. G. Road,  
Secunderabad – 500 003.  
Ph. Nos. 040 – 66 33 5551/2/3

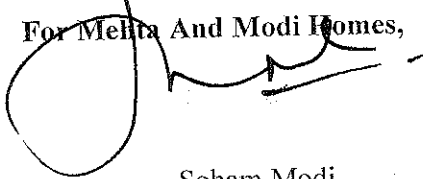
## AUTHORIZATION

We M/s MEHTA AND MODI HOMES a partnership firm having its office at 5-4-187/3 & 4, Soham Mansion, M. G. Road, Secunderabad represented by its Managing Partner Shri. Soham Modi hereby authorize Mr. L. Ramacharyulu, S/o. Late L. Raghavendra Rao, aged 54 years who is our Legal Officer, to appear and to give evidence on behalf of M/s. Mehta And Modi Homes in the case OS No. 138 of 2012 filed against A. Krishna Rao Vs Mehta And Modi Homes before the Addl. Chief Judge, City Civil Court, Secunderabad..

Place: Secunderabad.

Date: 22.06.2015.

For Mehta And Modi Homes,



Soham Modi  
Managing Partner

Note on bungalow no. 328 at Silveroak Bungalows  
Mehta and Modi Homes Vs. A. Krishna Rao.

Dt. 26.3.2012

1. Vide letter dated 6.6.2009 the customer was informed that the civil works of his bungalow are completed and possession could be handed over to him in July 2009 provided the balance amount is paid.
2. After several rounds of negotiations the customer had agreed to pay the balance amount in installments. As per our commitment we have completed construction of bungalow. However, the customer has failed to pay the balance amounts as promised.
3. The last coat of paint and polish along with installations of CP and sanitary ware have not been installed / completed as the customer is unwilling to make the balance payment and take possession of his bungalow. The same can be completed within 1 week at the customers request.
4. Customer has made several untenable demands which cannot be met.
5. Corrections to defects in constructions as pointed out by the customer have been completed wherever possible. Some complaints are unreasonable and cannot be attended to.
6. The total amount payables towards the sale consideration (Rs.38,22,000/-), VAT (Rs.47,775/-) Service Tax ( 1,43,129/-), maintenance charges ( 36,000/-), stamp duty and registration charges ( Rs74,370/-), interest up to 31-03-2012 (Rs.5,30,661/-) is Rs.46,53,935/- up to March'2012. Customer has paid as on date Rs.31,32,332/- and balance due of Rs.15,21,603/- is recoverable from the customer along with interest @18% per annum.
7. Send a notice for recovery of this amount and then file a suit for the same.



# MEHTA & MODI HOMES

5-4-187/3&4, 2<sup>nd</sup> Floor, M .G. Road, Secunderabad. 500 058.

To,  
Mr. Krishna Rao,  
Mr. A. Krishna Rao,  
H.No.6-3-252/A/13 &14,  
Flat No.1, Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082  
Dear Sir,

Date: 26.07.2010

Sub.: Payment of balance consideration

Ref.: 1. Your booking for bungalow no. 328, in Silver Oak Bungalows Phase III vide  
booking form no. 3009 dated 17.01.2007.  
2. Your letter dated 15.07.2010.

The allegations made by you in your letter dated 15.7.10 and in your earlier correspondence are not true. At different points of time you have made several requests and allegations which are neither consistent nor reasonable. Please note that as per your earlier correspondence you have made the following requests / allegations.

1. Vide letter dated 24.4.2009 you have requested for a bank guarantee from our side in order to release the 7<sup>th</sup> installment of Rs. 3.44 lakhs.
2. Vide letter dated 12.6.2009 you have refused to pay any further amounts and raised issue about completion of amenities.
3. Vide letter dated 7.7.2009 you have agreed to pay Rs. 6.40 lakhs in installments.
4. Vide your email dated 20.01.2010 you have requested for a discount.
5. Vide your email dated 10.2.2010 you have asked for handing over the bungalow and reduction in price.
6. Vide your email dated 16.4.2010 you have raised issues about construction, threatened to go to the consumer court.
7. Vide your email dated 25.5.2010 refusing to make any further payments and threatening to approach the consumer court.
8. Vide your email dated 15.7.10 you have refused to make further payments and threatened to approach the consumer court.

We have vide our letter dated 06.06.2010 proposed a compromise for payment of the balance consideration which you have accepted but have failed to abide by. This is despite the fact that payment of sale consideration is not linked to the stage of construction. You have defaulted in making payments as per schedule. Our constructions have been within the time specified as per our agreement.



SECUNDERABAD PD (500003)  
FLAT C 3565  
Counter No.3, CP-Center  
To: A KRISHNA RAO, GANDHKUTI APTS  
ERRAMANZIL, PIN:500082

#127/1/10,  
Apt 130 (C), 20/07/2010, 12:27  
<Have a nice day>

# MEHTA & MODI HOMES

5-4-187/3&4, 2<sup>nd</sup> Floor, M.G. Road, Secunderabad. 500 058.

---

We have sent a reply to each of your queries vide letters dated 20.5.09, 18.6.09 & 23.02.10.

It is clear from your correspondence that you do not intend to abide by the terms of our agreement. All attempts to arrive at a compromise from our side have failed. You are once again requested to pay the balance consideration and take possession of your bungalow. We can handover your bungalow completed in all respects within 2 weeks of receiving the balance consideration.

In spite of the above if you wish to litigate in this matter it will be at your cost and consequences thereof.

Thank You.

Yours sincerely,  
For MEHTA & MODI HOMES

  
Soham Modi  
Managing Partner.

# Mehta & N

5-4-187/3&4, III Floor, M.G.

Ph: 6

SOB: 328

बीमा नही NOT INSURED

थाये गये डाक टिकटों का मूल्य

Amount of Stamps affixed

एक रजिस्ट्री

Received Registered

पानेवाले का नाम

Addressed to

रु 28 पैसे

प्राप्त किया

तारीख में

Date Stamp

19/81

पानेवाले अधिकारी के हस्ताक्षर

Signature of Receiving Officer

क्रमांक No. 1105

To,  
Mr. Krishna Rao,  
Flat No. 1, Gandh Kuti Apts.,  
6-3-252/A/13 & 14,  
Erramanzil Colony,  
Hyderabad - 500 082.

Date: 18.06.2009

Dear Mr. Krishna Rao,

With reference to your letter dated 12.6.09, please note the following:

1. The prices at which you have purchased your bungalow is very reasonable. We are confident about our claim and are offering a 'Best Price Guarantee' to all new customers. The flyer with details is attached. In your case you have purchased the bungalow at a price lower than our current price. It will be difficult for us to give you any further discount.
2. Amenities like club house, sports facilities, swimming pool, etc., in Phase I & II has been completed. Road works, drainage, water connection, electric power connection, etc., of phase III are 90% complete. The civil work for your bungalow is complete and finishing works are under progress.
3. We are scheduled to hand over your bungalow completed in all respects along with the common amenities in July '09 subject to the balance payment being released to us. Interest will be charged only if payments are delayed beyond the due dates mentioned in our agreements.

I request your cooperation in our mutual interest.

You are most welcome to meet me at our head office on 24.6.09 after lunch at about 3 pm.

Thank You.

Yours sincerely,

*Anand Mehta*  
Anand Mehta

Somswara Via/Pg/1-1/07-08/VJA-7 dt: 04-09-07, RP-54

आर.पी.-54  
R.P. - 54

भारतीय डाक विभाग  
DEPARTMENT OF POSTS, INDIA  
प्राप्ति स्वीकृति / ACKNOWLEDGEMENT



रजिस्ट्री-पत्र/पार्सल प्राप्त हुआ

Received Registered Letter/Parcel/

क्रमांक/No.	तारीख/Dated	का/of
* बीमाका मूल्य रुपये में		
* Insured for Rupees		

पाने वाला  
Addressed to SRI. Mr. Krishna Rao

Flat No. 1 - Gandh Kuti

को/ on 6-3-252/A/13 & 14

ERRAMANZIL COLONY

HYDERABAD - 500 082  
हस्ताक्षर और नाम/Signature and Name  
Nirmala 19.06.09

\* अनावश्यक को काट दिया जाए  
\* Strike out if not relevant

वितरण स्थान की तारीख-माह  
Date of office of delivery

# Mehta & Modi Homes

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 66335551

To,  
Mr. A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No.1,  
Gandhkuti Apartments.  
Erramanzil Colony,  
Hyderabad - 500 082.

Sub.: Payment of balance dues and possession  
Ref.: Booking for bungalow no. 328 in our pt  
(Phase-III), at Sy Nos. 31, 40, 41, 42, 4

Dear Sir /Madam,

As you are aware Civil works of bungalow No. 328 at Silver Oak Bungalows, Phase-III is complete. As per schedule, we shall handover possession of these bungalows from July 2009.

Due to the down turn in real estate we are facing a severe liquidity crunch and are finding it difficult to complete the construction of the bungalows without receiving the balance due amounts from our customers. Fortunately, we can comfortably complete the construction from the receivables from our customers for these bungalows.

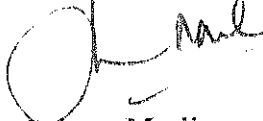
An account Statement of balance due is enclosed. We request you to release the balance due to enable us to complete your bungalow.

We shall put the construction of your bungalow on hold till such time we hear from you.

For further clarifications, you may contact Mr. Anand Mehta, Director at +91-9246242425 or Mr. Narsimham, Assistant Manager - Customer Relations at +91-9848490285 or Mr. Raghuvver, Senior Customer Relations Executive at +91-924657572 or by email at [cr@modiproperties.com](mailto:cr@modiproperties.com).

Thank You.

Yours sincerely,



Soham Modi  
Managing Partner.

Enclosed your account s

बिमा नही NOT INSURED

थाये गये डाक टिकटों का मूल्य  
Amount of Stamps affixed

एक रजिस्ट्री  
Received Registered

पानेवाले का नाम  
Addressed to

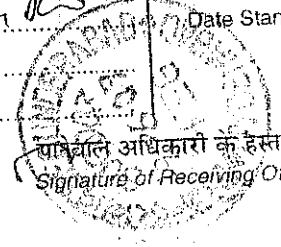
Date: 06.06.2009

रु. 25/-  
Rs. 25/-

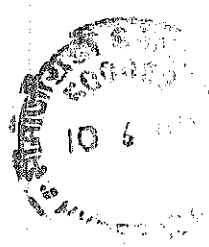
प्राप्त किया  
Date Stamp

क्रमांक  
No. 3276

ताराख मोहर  
Date Stamp



प्राप्तिये अधिकारी के हस्ताक्षर  
Signature of Receiving Officer



A. Krishna Rao  
6-3-252/A/13 & 14  
Flat No. 1,  
Gandhkuti Apts  
Erramanzil colony  
Hyd - 82  
Rachar  
10/6/09

SOB-111-3

## Account Statement

Plot No. 328,  
Silver Oak Bungalows - (Phase III),  
Sy Nos. 31, 40, 41, 42, 44, 45 & 55,  
Cherlapally,  
Hyderabad - 500 051.

	Amount in Rs.
A. Sale consideration <sup>1</sup>	3,822,000.00
B. Misc. & Registration charges <sup>2</sup>	74,000.00
C. VAT	38,220.00
D. Service Tax	143,129.00
E. Total of other charges (B+C+D)	255,349.00
F. Total amount payable (A+E)	4,077,349.00
G. Amounts received <sup>3</sup>	3,132,332.00
H. Balance amount due (F-G) <sup>4</sup>	945,017.00

### Notes:

1. Charges for additions and alteration provided have not been included. They have to be paid for separately.
2. If registration is not yet complete, registration charges will also have to be paid separately.
3. Amounts received after 05.06.2009 may have not been reflected in the above statement.
4. Interest on delayed payment of installments has not been reflected in the above statement and has to be paid separately.
5. In case, you have availed a Housing Loan, we request you to arrange for the release of the balance Housing Loan amount in our favour.
6. Maintenance charges are payable from 1<sup>st</sup> October 2009 at the rate of Rs. 1200/- per month irrespective of date of possession. Please note that the maintenance charges are payable to Silver Oak Bungalows Owners Association and not to the builder.

h  
6/10/09

→ *[Signature]*

# MEHTA & MODI HOMES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad - 500 003.  
Phone: 66335551

## NOTICE

Date: 27.10.2010 .ing Officer

To,  
Mr. A Krishna Rao  
6-3-252/A/13 & 14,  
Flat No.1,  
Gandhkuti Apartments,  
Erramanzil Colony,  
Hyderabad - 500 082.

<b>बीमा नही NOT INSURED</b>		क्रमांक
भाये गये डाक टिकटों का मूल्य	रु. पै.	No. 2660
Amount of Stamps affixed	Rs. 25	
प्राप्त किया		तारीख मोहर
Received Registered		Date Stamp
पानेवाले का नाम	Krishna Rao	
Addressed to	ERRAMANZIL	ANTS
	Hyd	Signature of Receiving Office

Sub: Payment of balance consideration.

- Ref: 1. Your booking for Bungalow No. Bungalows (Phase-III), at Survey Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, Cherlapally, Hyderabad - 500 051.  
2. Our letter dated 06.06.2009 for payment of balance consideration.

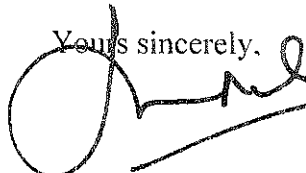
Dear Sir,

We have sent you a statement for the balance consideration payable by you (reference 2). As of today a total amount of Rs. 9,00,675/- is still due to us.

Despite repeated reminders you have not come forward to pay this amount. You are hereby requested to pay this amount within 7 days of receiving this notice; thereafter we will initiate legal proceedings for recovering of this amount along with interest.

Thank You.

Yours sincerely,

  
SOHAM MODI,  
Partner.

TO  
Mr. A. Krishna Rao -  
HNO-6-3-252/A/13p/14  
FLAT NO.1  
Gandhkuti Apartments  
ERRAMANZIL COLONY  
Hyderabad  
500082  
30/10/10  
Dangra  
30/10/10  
Notice  
GSS  
328



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L 376144

*[Handwritten Signature]*

**K. SATISH KUMAR**

S.V.L. No:13/2000, R. No: 26/2006  
5-2-30 PREMAVATHIPET (V)  
R. NAGAR (M), R.R. DIST.

11635 29/12/2007  
No. 11635 Date: 29/12/2007  
A. Venkatesh  
A. S. P. V.  
M. Mehta

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 21<sup>st</sup> day of February 2008 at Secunderabad by and between:

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 Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years and Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 58 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc.)

AND

Mr. A. Krishna Rao, son of Mr. A. Sriramulappaiah aged about 60 years, residing at H. No. 6-3-252/A/13 & 14, Flat No.1, Gandhkuti Apartments, Erramanzil Colony, Hyderabad - 500 082, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

FOR MEHTA & MODI HOMES

*[Handwritten Signature]*  
Partner

FOR MEHTA & MODI HOMES

*[Handwritten Signature]*  
Partner

x *[Handwritten Signature]*

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, 41, 42, 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

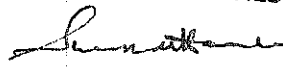
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	10661/2005	9.11.2005	Ac. 2-05 Gts.,
2.	11023/2005	17.11.2005	Ac. 1-06 Gts.,
3.	1759/2006	27.01.2006	Ac. 0-35.5 Gts.,
4.	12254/2006	19.08.2006	Ac. 0-13 Gts.,
5.	4129/2006	10.02.2006	Ac. 2-00 Gts.,
6.	9268/2007	31.07.2007	Ac. 1-09 Gts.,

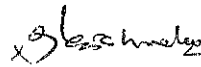
- B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as 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 Smt. 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.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44 & 45, 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 tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The Vendor is desirous of developing the balance land for which building permission from HUDA is yet to be obtained. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

For MEHTA & MODI HOMES  
  
Partner

For MEHTA & MODI HOMES  
  
Partner



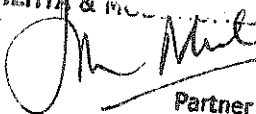


- H) The Vendor has purchased about Ac. 6-05 Gts., forming a part of Sy. No. 35 to 39 of Cherlapally Village, and has already developed into 76 independent bungalows along with amenities like club house, swimming pool, tennis court, badminton courts, landscape garden, childrens park, back-up generator, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-I. The Vendor has further purchased about Ac. 6-10 Gts., forming a part of Sy. No. 291 of Cherlapally Village, and is developing the same into 68 independent bungalows along with amenities like amphitheatre, childrens park, roads, street lighting, etc. The said development is referred to as Silver Oak Bungalows Phase-II.
- I) The Vendor proposes to develop the Scheduled Land by constructing about 100 Independent Bungalows (out of which 68 bungalows have been sanctioned by HUDA) of similar size, similar elevation, same colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The Vendor proposes to share the common amenities between Silver Oak Bungalows (Phase-I), Silver Oak Bungalows (Phase-II) and Silver Oak Bungalows (Phase-III) amongst the owners of the Bungalows in each Phase. The proposed bungalows will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- J) The Vendor in the scheme of the development project of Silver Oak Bungalows (Phase-III) has planned that the prospective buyers shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon. For this purpose, the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the bungalow. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the bungalow.
- K) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 328 and also about the capacity, competence and ability of the Vendor 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 (Phase-III).
- L) The Vendee is desirous of purchasing a plot of land together with a bungalow to be constructed thereon as detailed below in the project – Silver Oak Bungalows (Phase-III) and the Vendor is desirous of selling the same:

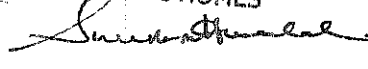
Plot No.	Extent of land	Type of Bungalow	Built-up Area
328	174 Sq. Yds.	Deluxe	1650 sft

- M) The Vendee has made a provisional booking vide booking form no. 3009 dated 27<sup>th</sup> November 2007 for the above referred bungalow and has paid a booking amount of Rs. 25,000/- to the Vendor.
- N) The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

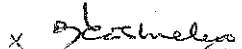
FOR MEHTA & MODI

  
Partner

FOR MEHTA & MODI HOMES



Partner

X 

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 174 sq. yds. bearing plot no. 328 in Silver Oak Bungalows (Phase-III) situated at Sy. No. 31, 40, 41, 42, 44 & 45, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a deluxe bungalow to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the bungalow to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 38,22,000/- (Rupees Thirty Eight Lakhs Twenty Two Thousand Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 3,48,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs.14,94,000/-
C.	Total towards land cost (A+B)	Rs.18,42,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 19,80,000/-
E.	Total sale consideration (C+D)	Rs. 38,22,000/-

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
27.11.2007	Cheque No. 925997	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 37,97,000/- to the Vendor as under:

Installment	Due date for payment	Amount
I	12.12.2007	2,00,000/-
II	26.02.2008	15,28,000/-
III	01.04.2008 15.06.08	3,44,833/- ✓
IV	01.07.2008	3,44,833/-
V	01.10.2008	3,44,833/-
VI	01.01.2009	3,44,833/-
VII	01.04.2009	3,44,833/-
VIII	01.07.2009	3,44,835/-

3. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
4. That the Vendee at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for what so ever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.


For MEHTA & MODI HOMES For MEHTA & MODI HOMES

  
Partner

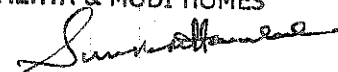
  
Partner

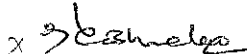
5. That in case of delay in the payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
- In case of failure of the Vendee to obtain housing loan within 7 days of this agreement, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-
  - In case of request for cancellation in writing within 15 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
  - In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed total sale consideration.
6. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage/ costs.
7. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I and II installments aggregating to Rs. 17,28,000/-.
8. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, agreement for development charges, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
9. It is hereby agreed and understood explicitly between the parties hereto the Vendee 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, or the agreement for development charges, and/or the agreement of construction.
10. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the bungalow thereon and for providing other amenities which are part and parcel of the Silver Oak Bungalows (Phase-III) Project. The Vendor shall re-deliver the possession of the completed bungalow together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
11. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before 1<sup>st</sup> July 2009 with a further grace period of 6 months.

For MEHTA & MODI HOMES

  
Partner

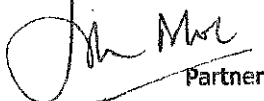
For MEHTA & MODI HOMES

  
Partner

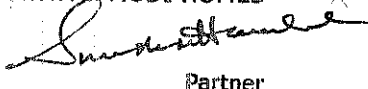
x 

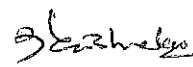
12. That the Vendee shall enter into a separate agreement with the Vendor for construction of the bungalow as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.
13. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed bungalow in the Scheduled Plot.
14. That the name of the project which is styled by the Vendor as Silver Oak Bungalows (Phase-III) shall always be called as such and shall not be changed.
15. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor 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 (Phase-III) shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
16. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
17. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows (Phase-III) project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor 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 Vendor. 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.
18. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 (Phase-III) project and in respect to the Scheduled Property and also the adjoining areas.
19. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.

For MEHTA & MODI HOMES

  
Partner

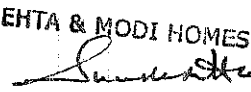
For MEHTA & MODI HOMES

  
Partner



20. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Vendee make any additions or alterations in the bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows (Phase-III) Project.
21. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows (Phase-III) Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor.
22. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow (Phase-III). To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows (Phase-III) (d) Store any explosives, combustible materials or any other materials prohibited under any law.
23. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
24. That 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.
25. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendor is a Firm, Joint Stock Company or any Corporate Body.
26. 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.

For MEHTA & MODI HOMES  
  
Partner

For MEHTA & MODI HOMES  
  
Partner

SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 328 admeasuring about 174 sq. yds. forming part of Sy. No. 31, 40, 41, 42, 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Park
South	Plot No. 327
East	Plot No. 329
West	30' wide road

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1650 sq. ft. of built-up area to be constructed on the above said plot no. 328 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

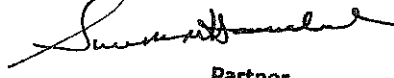
IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

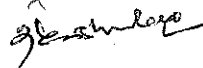
For MEHTA & MODI HOMES  
  
Partner

For MEHTA & MODI HOMES

  
Partner  
(Soham Modi)  
VENDOR

2.

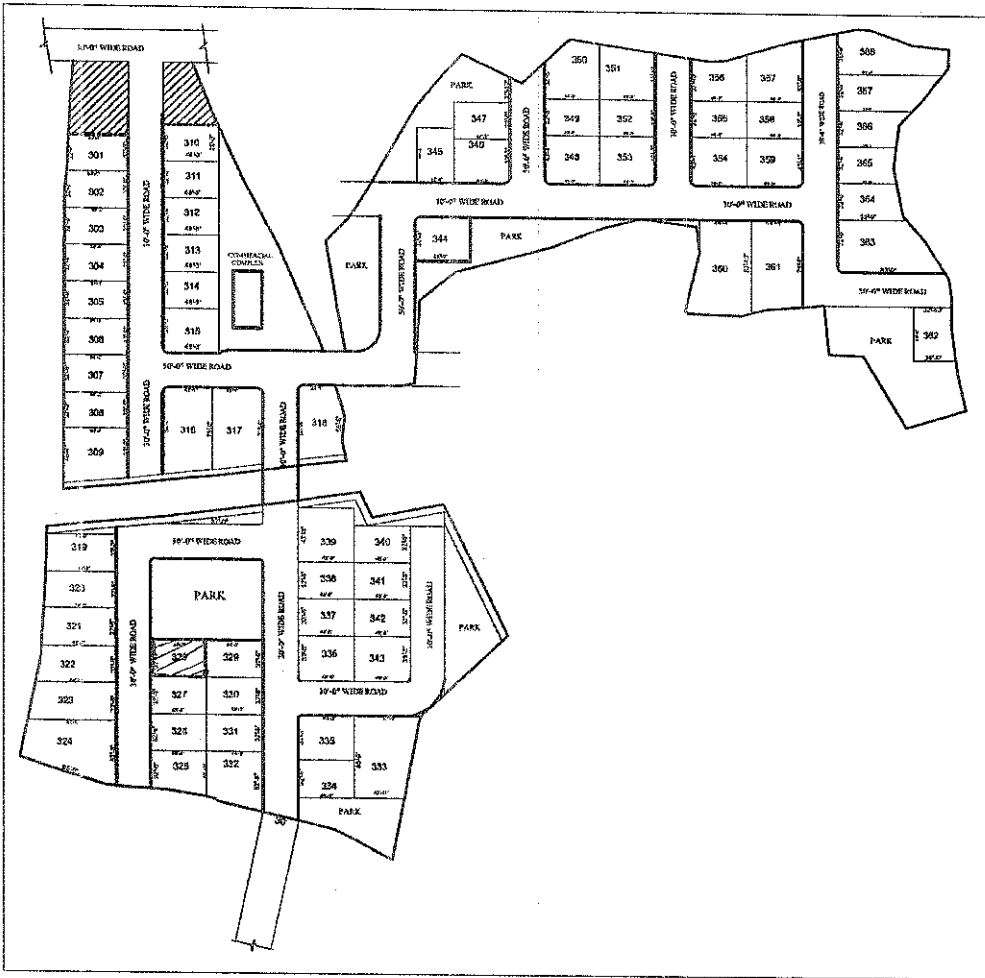
(Suresh U. Mehta)  
VENDOR

X  


VENDEE

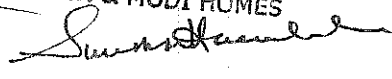
ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 328 ADMEASURING ABOUT 174 SQ.YDS.,  
 (MARKED IN RED) FORMING A PART OF SURVEY NO. Sy. No. 31, 40, 41, 42, 44 & 45,  
 SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.

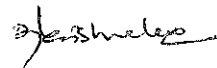


For MEHTA & MODI HOMES  
  
 Partner

(SOHAM MODI)  
 VENDOR

For MEHTA & MODI HOMES  
  
 Partner

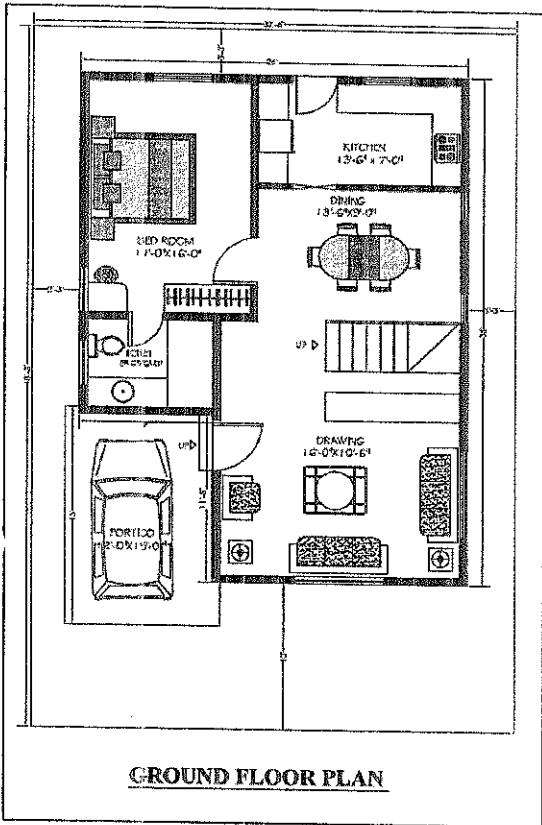
(SURESH U. MEHTA)  
 VENDOR



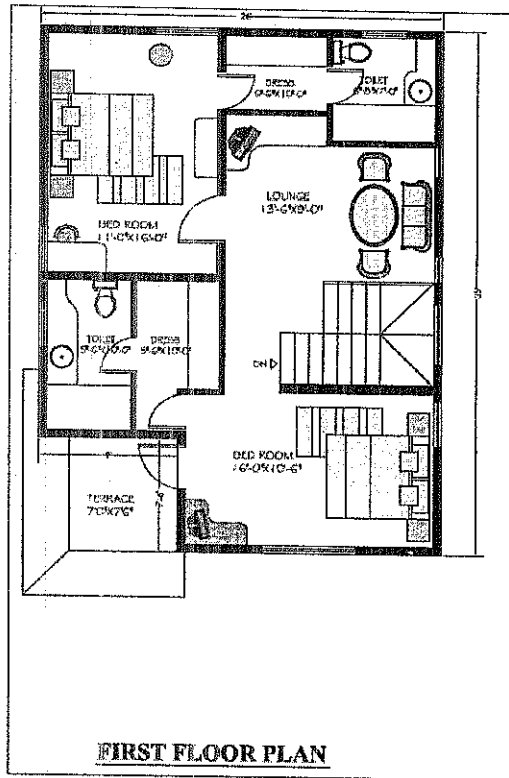
VENDEE

ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 328 ADMEASURING 1650 SFT. OF BUILT-UP AREA.



GROUND FLOOR PLAN



FIRST FLOOR PLAN

For MEHTA & MODI HOMES

*(Signature)*  
Partner

(SOHAM MODI)  
VENDOR

For MEHTA & MODI HOMES

*(Signature)*  
Partner

(SURESH U. MEHTA)  
VENDOR

+ *(Signature)*

VENDEE



# Silver Oak Bungalows Phase -III

(Owned & Developed by Mehta & Modi Homes) Sy.  
No. 31, 40, 41, 42, 44, 45 & 55  
Cherlapally, Hyderabad-500 051.  
Phone: 040-65167555.

Marketed by:



**MODI**  
PROPERTIES &  
INVESTMENTS PVT. LTD.  
5-4-187/3 & 4, II floor, M. G. Road  
Secunderabad - 500 003.  
Phone : +91-40-66335551  
Fax : +91-40-27544058  
Email : info@modiproperties.com

## BOOKING FORM

Name of Purchaser:		MR. A KRISHNA RAO		No. 300	
Name of father/spouse:		MR. A. SRIRAMULAPPAIAH		Age 60	
Address:		G. 3-252/A/13714, Flat No. 1 GANDHUKUTI APTS. ERRAMPURAM COCONA, HYDERABAD-52			
Occupation:					
Phone		Office	Home	23305869	
		Mobile	Email	986666289	
Plot No.		328	Plot Area	174 Sq. yds.	Built-up Area
Total Sale Consideration:		Rs. 38,22,000/-		1650 Sft.	
(in words)		Rupees. Thirty eight lacs Twenty Two thousand only			
Payment Terms		Booking Amount	Rs. 25,000/-	Receipt no. & date:	
Installment No.	Due Date			Amount	
1.	12.12.07			2,00,000	
2.	26.02.08			15,28,000	
3.	01.04.08			3,44,833	
4.	01.07.08			3,44,833	
5.	01.10.08			3,44,833	
6.	01.01.09			3,44,833	
7.	01.04.09			3,44,833	
8.	01.07.09			3,44,833	
9.					
10.					
Payment Scheme		<input type="checkbox"/> Housing Loan		<input checked="" type="checkbox"/> Installment Scheme	
Remarks		Regin. Value 3. Tax as applicable			
		PPT No.	301		

I HEREBY DECLARE THAT I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME.

Date: 27<sup>th</sup> Nov 07

Place: Sec 6 CD

Booked by: Narasimha Reddy

Signature of Purchaser: *[Signature]*

For Modi Properties & Investments Pvt. Ltd. 27/11/07

Signature: *[Signature]*

Name: Jagdish Kanungo

Note:

M/s. Mehta & Modi Homes a partnership firm is the Owner / Builder / Developer of Silver Oak Bungalows (Phase III). M/s. Modi Properties & Investments Pvt. Ltd., are duly appointed as the sole Marketing Agents of M/s. Mehta & Modi Homes. All payments however shall be made directly in favour of M/s. Mehta & Modi Homes. The term Builder shall mean and include both Modi Properties & Investments Pvt. Ltd. and Mehta & Modi Homes.

REGISTRATION CHARGES

2.1 Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the purchaser.

Refer Part 5 of the schedule for details.

brochure at the request of the purchaser shall be charged extra.

8.2 All the bungalows in Silver Oak Bungalows (Phase III) shall have a similar elevation colour scheme and finish.