

CANCELLATION OF AGREEMENT FOR CONSTRUCTION

This CANCELLATION OF AGREEMENT FOR CONSTRUCTION is made and executed on this the 13th day of October 2009 at SRO, Uppal by and betweem:

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 39 ears, Occupation: Business and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 60 years, Occupation: Business., hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

<u>AND</u>

MR. SOHAM MODI, SON OF MR. SATISH MODI aged about 39 years, Occupation: Business, residing at Plot No. 280, Road No. 20, Jubilee Hills, Hyderabad - 500 034, hereinafter referred to as the PURCHASER(which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, letc).

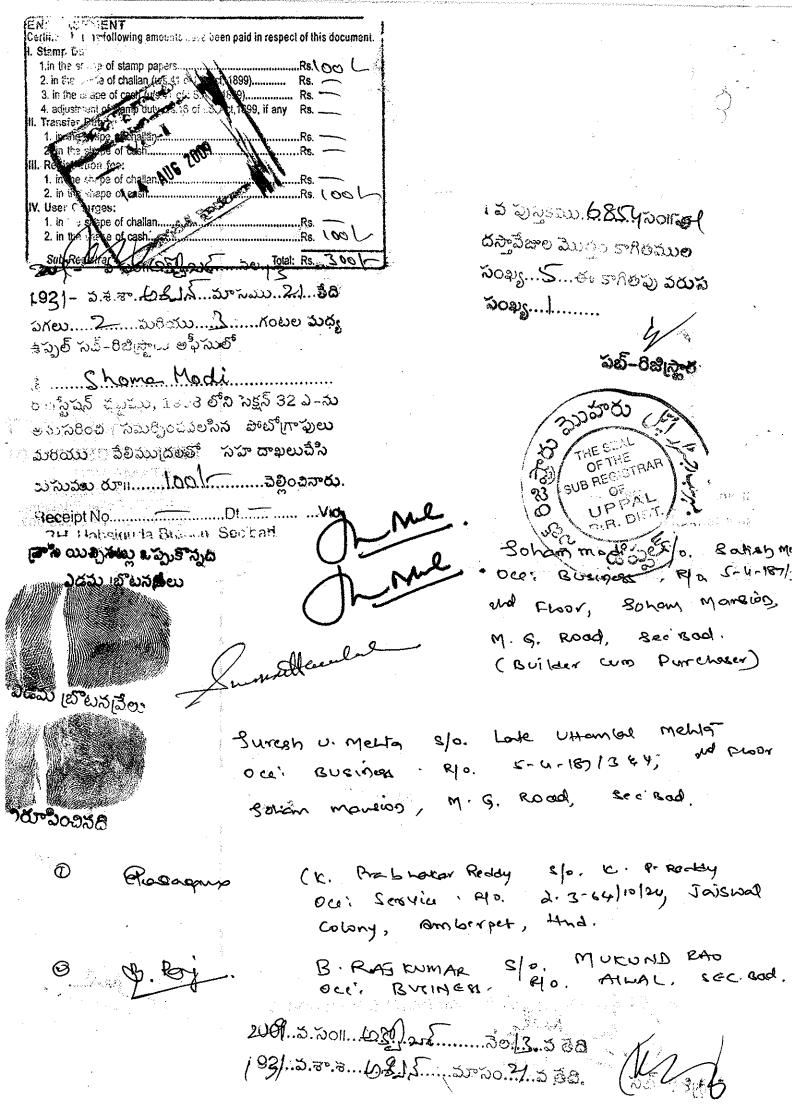
The terms VENDOR and PURCHASER herein used shall wherever the context so admit mean and include their respective heirs, executors, successors, legal representators, administrators and assignees etc. as the parties themselves.

For MEHTA & MODI HOMES
Partner

FOR MEHTA & MODI HOMES

Partner

SECUNDERABAD-500 003.



WHEREAS by a Agreement For Construction dated 22nd May 2009, executed between the same parties who are the parties to this Deed of Cancellation; and in the same order which was registered as Document No. 3166 of 2009, of Book I, regd. In the office of the Sub-Registrar, Uppal, Ranga Reddy District (hereinafter called the Principal Deed) the Builder agreed to construct for the Purchaser a deluxe bungalow admeasuring 1650 Sq. ft of built up area on plot of land bearing plot no. 338, 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 for an amount Rs. 33,42,000/- (Rupees Thirty Three Lakhs Forty Two Thousand Only).

WHEREAS the purchaser did not actually pay the amount as per the agreed terms and conditions mentioned agreement dated 23rd April 2009 to the Builder and the possession of the said property was not given to the Purchaser.

WHEREAS the property stands in the name of the Vendor and he has been paying the taxes eversince.

WHEREAS under the above mentioned circumstances it is found necessary to cancel the Principal Deed which has become void from the beginning due to the said defect.

NOW THEREFORE THIS CANCELLATION AGREEMENT FOR CONSTRUCTION WITNESSES AS FOLLOWS:

That the parties hereto have mutually agreed to cancel the agreement for construction dated 22nd May 2009 registered as document no. 3166 of 2009 at the SRO, Uppal, Ranga Reddy District for a deluxe bungalow admeasuring 1650 Sq. ft of built up area on plot of land bearing plot no. 338, 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.

The Vendor hereby cancels and annuls the Principal Deed which is hereby declared as null and void and of no effect.

The Vendor has not received any consideration for the registration this deed of cancellation.

This Deed of Cancellation shall be deemed to have come into effect from the date of execution of the Principal Deed.

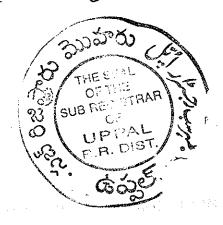
FOR MEHTA & MODI HOMES

Partner

FOR MEHITA & MODI HOMES

Partner

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SCHEDULE OF THE PROPERTY

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 338 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	Plot No. 339
South	Plot No. 337
East	Plot No. 341
West	30' wide road

IN WTNESS WHEREOF the Builder hereunto has set his hand to this Cancellation of Agreement for Construction with his own free will and sound mind on the day, month and year first above mentioned in the presence of the following witnesses:

Partner

WITNESSES:

For MEHTA & MODI HOMES

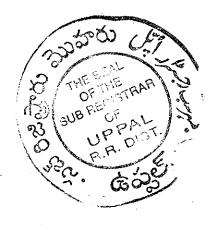
For MEHTA & MODI HOMES

SIG. OF THE VENDOR

1. Programmer (10. P-Reday)

2. B. Red

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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE**

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER











M/S. MEHTA & MODI HOMES HAVING ITS OFFICE AT 5-4-187/3 & 4 II 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, II FLOOR SOHAM MANSIOM, M. G. ROAD SECUNDERABAD - 500 003





BUYER:

MR. SOHAM MODI, S/O. MR. SATISH MODE R/O. PLOT NO. 280, ROAD NO. 20, JUBILEE HILLS, **HYDERABAD - 500 034**

SIGNATURE OF WITNESSES:

2.

FOR MEHTA & MODI HOMES

Partner

FOR MEHIA & MODI HOMES

Partner

SIGNATURE OF EXECUTANTS

GNATURE OF BUYER

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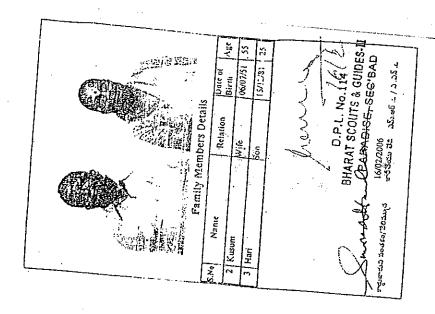
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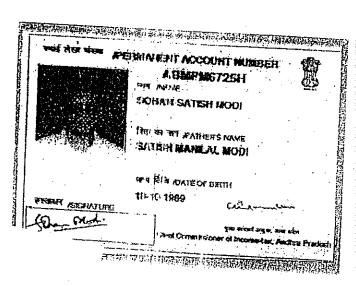
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