

U.16469

2006

16437/06

16867

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

B 937236

S.No. 612 Date 29/10/2006 Rs. 100/-
Name D. Phani Kumar
S/o. D/o. W/o. D.N. Murthy
For Whom Mehta and Modi Homes

K. SRINIVAS
S.V.L. No. 26/98, R.No. 39/200
City Civil Court,
SECUNDERABAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 4th day of November, 2006 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, aged about 56 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

1. MR. KOMPPELLA SRINIVAS, SON OF LATE MR. K. S. SASTRI, aged about 37 years,
 2. MRS. K. V. S. RATNA, WIFE OF MR. K. SRINIVAS, aged about 34 years,
- both are residing at 118, F Block, Sector 41, Noida - 201 301, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Mehta and Modi Homes

For Mehta and Modi Homes

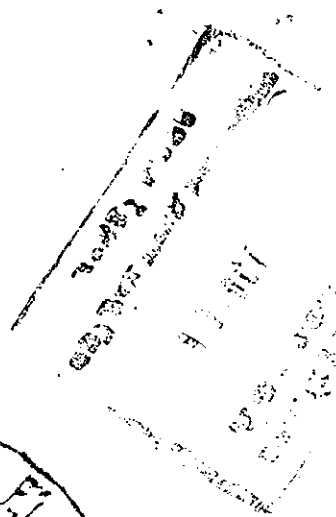
[Signature]
Partner

[Signature]
Partner

[Signature]
Ratna

శ్రీ పుస్తకము. 16.5.2006/సం॥ ప్ర
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య.....9...ఈ కాగితపు వరుస
 సంఖ్య.....1.....

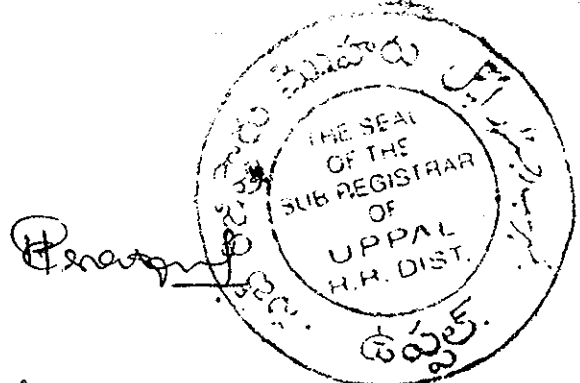
సబ్-రిజిస్ట్రారు



2006- వ సం॥ నవంబర్ నెల 4...వ తేది
 1926 వ.శ.శా. 1926...మాసము 13...తేది
 పగలు.....2...మీయం 3.....గంటల మధ్య
 ఉప్పల్ సబ్-రిజిస్ట్రారు ఆఫీసులో

శ్రీ...K. హనుమాన్ రెడ్డి.....
 రిజిస్ట్రేషన్ నెంబర్ 32 ఎ-ను
 అనుసరించి సహజమైన పోల్ గ్రాఫులు
 మరియు పేటర్లు ద్వారా సహ దాఖలు చేసి
 రుసుము రూ॥ 1000/-.....చెల్లించినారు.

Receipt No. 107293 Dt. 4/11/06. Vide
 SBH, Habsiguda Branch, Sec'bad



దాని యొద్దనున్న ఒప్పుకొన్నట్టి
 ఎడమ బ్రాహ్మణవేలు

స/ం. K. P. Reddy occ. Service
 2nd Floor, Sahani mansion
 M.G. Road, Sec'bad, through attested GPA
 for Presentation of Documents, vide Doc. No.
 201/BK 1/06 at SRO, Uppal.

K. Hanuman

స/ం. Late K. S. Sastri, occ. Service
 R/o 118, F Block, Sector VI, Noida - 201 301

Ratho

స/ం. Kompella Srinivasa R/o. 118, F Block
 Sector VI, Noida - 201 301



చూపించినది.

- 1) V.S. R. Srinivas Soraal Uppal Noida District
 2-2116 New Silk Road Noida - 201 301
- 2) Rama Rao R/o. Krishna murthy occ. Service
 R/o. Flat No. 101, Soraal Sai App. Noida - 201 301

2006 వ. సం॥ నవంబర్ నెల 4...వ తేది
 1926 వ.శ.శా. 1926...మాసము 13...వ తేది.

సబ్-రిజిస్ట్రారు

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 6-09 Gt. forming part of Sy. No. 291, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	1756/2004	13/02/2004	202 Sq. Yds.
2.	1757/2004	13/02/2004	202 Sq. Yds.
3.	1758/2004	13/02/2004	202 Sq. Yds.
4.	1759/2004	13/02/2004	202 Sq. Yds.
5.	1760/2004	13/02/2004	202 Sq. Yds.
6.	2556/2004	01/03/2004	202 Sq. Yds
7.	2557/2004	01/03/2004	202 Sq. Yds
8.	2558/2004	01/03/2004	202 Sq. Yds
9.	2559/2004	01/03/2004	202 Sq. Yds
10.	2560/2004	01/03/2004	202 Sq. Yds
11.	11573/2004	23/11/2004	Ac. 0-38 Gts.
12.	1655/2005	21/02/2005	Ac. 0-25 Gts.
13.	2247/2005	11/03/2005	Ac. 1-22 Gts.
14.	4973/2005	21/05/2005	Ac. 0-15 ½ Gts.
15.	4974/2005	21/05/2005	Ac. 0-29 1/3 Gts.
16.	6495/2005	07/07/2005	Ac. 1-22 ½ Gts.

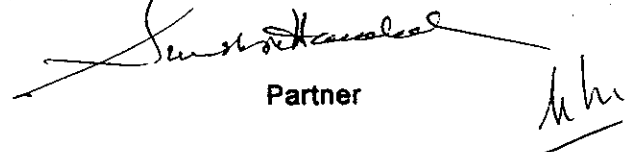
All the above Sale Deeds are registered at the office of the Sub-Registrar, Uppal, R. R. District.


- B) Originally the Scheduled Land stood in the name of Shri P. Sai Reddy as patta land and upon his death on 27/05/1998 the patta was granted in favour of his only son Sri P. Sanjeeva Reddy (patta no. 20, passbook no. 177970, title book no. 10420)
- C) The said Sri P. Sanjeeva Reddy executed an Agreement of Sale cum General Power of Attorney with possession in favour of Sri Kasula Shankar Goud, S/o. Rajaiah, vide document no. 535/04 dated 20.01.2004, registered at the Sub-Registrar, Uppal for sale of about Ac. 6-30 Gts. in Sy. No. 291 of Cherlapally Village, Ghatkesar Mandal, R. R. District. The Scheduled Land forms a portion of the said land. The Vendor has purchased the Scheduled Land by virtue of the above referred sale deeds which were executed by Sri Kasula Shankar Goud, S/o. Sri Rajaiah and Sri P. Sanjeeva Reddy, represented by its Agreement of sale cum General Power of Attorney holder Sri Kasula Shankar Goud.

For Mehta and Modi Homes


Partner

For Mehta and Modi Homes

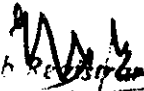

Partner

డి.ఎ. నెంబర్ 16437/2006
 రిజిస్ట్రేషన్ మరియు ట్రాన్స్ఫర్
 పంపిణీ... 9...
 పంపిణీ... 2


I certify under Section 42 of Act II of 184
 No. 16437 of 2006 Date 4/11/06

I hereby certify that the proper deficit
 stamp duty of Rs. 19900/- Rupees *nineteen thousand*
Nine hundred only
 has been levied in respect of this instrument
 from Sri. *Rambhadas Peddy*
 on the basis of the agreed Market Value
 consideration of Rs. *251000/-* being
 higher than the consideration agreed Market
 Value.

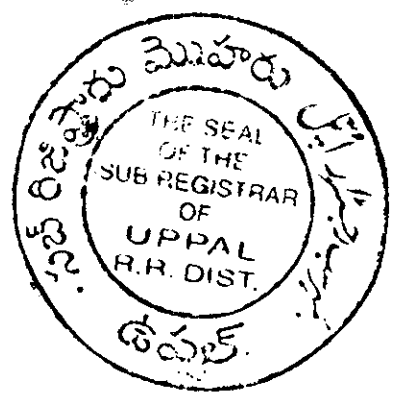
S.R.O. Uppal
 dated 4/11/06


 Sub Registrar
 and Collector U.P. & A.
 INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 19900/- towards Stamp Duty
 including Transfer duty and Rs. 1000/-
 towards Registration Fee was paid by the party
 through Challan Receipt Number 107293
 dated 4/11/06 at S.H. Habsiguda Branch Secbad

S.S.H. Habsiguda
 A/c No. 0100005074
 of S.R.O. Uppal.



- D) The Builder is desirous of developing the Scheduled Land by constructing independent bungalows thereon and have obtained a tentative layout from HUDA vide Permit No. 03/MP2/HUDA/2006 dated 15.02.2006. The proposed project of development is styled as 'SILVER OAK BUNGALOWS (PHASE-II)'.
- E) The Builder in the scheme of the development project have planned that the prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent bungalow constructed thereon.
- F) The Buyer has purchased plot of land bearing plot no. 235, admeasuring 327 sq. yds. under a Sale Deed dated 04.11.2006 registered as document no. 16435 in the Office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Development Charges with the Builder for construction of a bungalow on the plot of the land. *admeasuring 327 sq. yds in sy. no. 291 (P), W/ compound wall, S Plot no. 236 (E) W/ Road (W) Plot no. 24 situated at Block No. 2, Cherlapally R.R. Dist. Old Village*
- G) The Buyer has inspected all the documents of the title of the Builder in respect of the Scheduled Land and the plot of land bearing plot no. 235 and also about the capacity, competence and ability of the Builder to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows.
- H) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 235 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the bungalow.
- I) The Buyer as stated above had already purchased the plot of land bearing no. 235 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 04.11.06 referred herein above are and shall be interdependent agreements.
- J) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the bungalow and are desirous of recording the same into writing.


NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- The Builder shall construct for the Buyer a deluxe bungalow admeasuring 2528 sq. ft. of built-up area on plot of land bearing plot no. 235, as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 27,51,500/- (Rupees Twenty Seven Lakhs, Fifteen One Thousand Five Hundred Only).


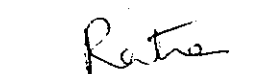
For Mehta and Modi Homes


Partner


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Partner

Page 3

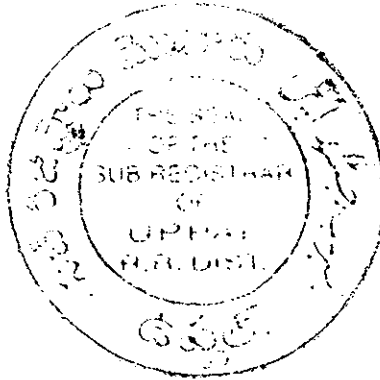



1 వ పుస్తకము. 1643/సంఖ్య
దస్తావేజాల మొత్తం కాగితము
సంఖ్య... 9... ఈ కాగితపు చ.ప.స
సంఖ్య... 3.....


సబ్-రిజిస్ట్రార్

1 వ పుస్తకము సంఖ్య (కా.స) పా. 1643/106
నింబరుగా రిజిస్టరు చేయబడి స్వానింకు నిమిత్తం
గుర్తింపు నింబరు 1643/..... 1-2006 ఇవ్వడమైన
2006 సంఖ్య గుంటూరు జిల్లా నెల 4..... 66


రిజిస్ట్రార్

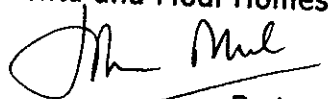


2. The Builder at its own costs shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Buyer and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.
3. The Buyer shall pay to the Builder the above said consideration of Rs. 27,51,500/- in the following manner:

Sl. No.	Due date for Payment	Amount(Rs.)
I	8 th November 2006	10,31,500/-
II	15% of HL to be released on completion of footings	6,45,000/-
III	Balance within 7 days of completion of construction	10,75,000/-

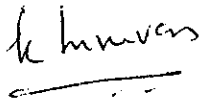
4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 3 months from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 235 to the Builder for the purpose of construction of the bungalow.
7. The Builder shall construct the bungalow in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.

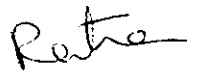
For Mehta and Modi Homes


Partner

For Mehta and Modi Homes


Partner





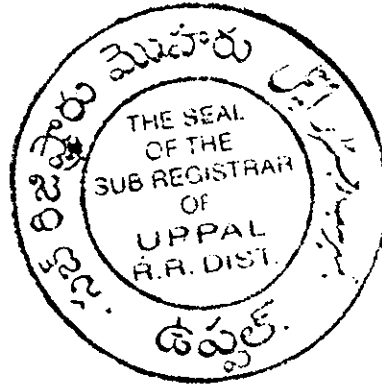
1 వ పుస్తకము 16437/06 పం. 1

దస్తవేజం మొత్తం క నెరవేరుతు

సంఖ్య... 9 ఈ దానిరపు వారు

సంఖ్య... 9

16437/06

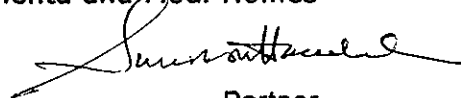


9. The Builder shall complete the construction of the bungalow and handover possession of the same within 12 months from the date of obtaining sanction from the local authorities for the construction of the bungalow, with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said bungalow within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies or account of any other reasons which are beyond the control of the builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
10. The Builder upon completion of construction of the bungalow shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the bungalow provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
11. The Buyer upon taking possession of the bungalow shall own and possess the same absolutely and to the exclusion of the Builder and shall have no claims against the Builder on any account including any defect in the construction.
12. The Buyer upon receipt of the completion intimation from the Builder as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said bungalow.
13. The Buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
14. The Builder shall deliver the possession of the completed bungalow together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
15. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Silver Oak Bungalows project.

For Mehta and Modi Homes


Partner

For Mehta and Modi Homes

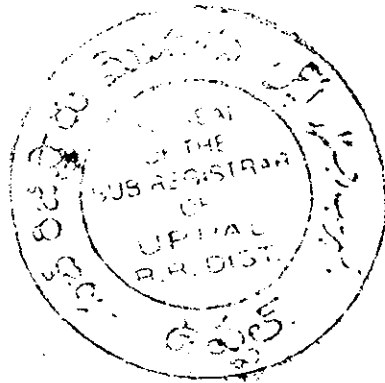

Partner

Page 5



1 వ పుస్తకము! 6457/స్థానం
దస్తావేజల మొత్తం కాగితముల
సంఖ్య... 9... ఈ కాగితపు వరుస
సంఖ్య... 5

సబ్-రిజిస్ట్రార్

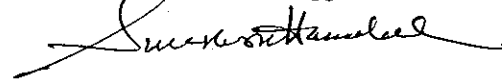


16. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.
17. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Bungalows project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
18. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Silver Oak Bungalows and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Silver Oak Bungalows shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective bungalows without any hindrance or objection of any kind whatsoever.
19. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, and/or the agreement for development charges.
20. The Buyer shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the Silver Oak Bungalows Project and shall abide by its rules framed from time to time. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association. The Buyer undertakes to pay regularly the subscription and also his contribution of the expenses as the society / association intimates him from time to time. Until the society / association is formed the Vendee shall pay to the Builder 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 Builder.

For Mehta and Modi Homes


Partner

For Mehta and Modi Homes


Partner

Page 6

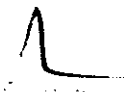


Ratha

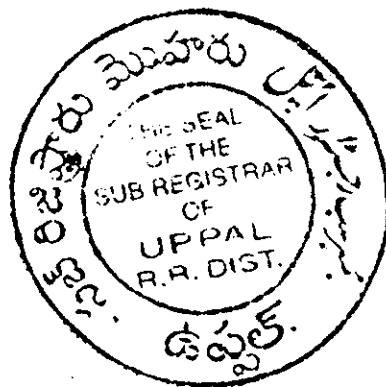
1. అంకం 16937/2012

2. తేదీ 2012

3. పేజీ 9


4. పేజీ 6

5. 
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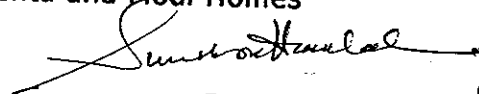


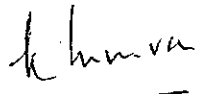
21. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
22. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 10% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said bungalow to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
23. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the bungalow. However, even if such conditions are not laid down expressly by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.
24. That the Buyer or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Buyer 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. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no 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. (d) Store any explosives, combustible materials or any other materials prohibited under law.
25. 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 unless otherwise specifically waived and/or differently agreed upon in writing.


For Mehta and Modi Homes


Partner

For Mehta and Modi Homes


Partner






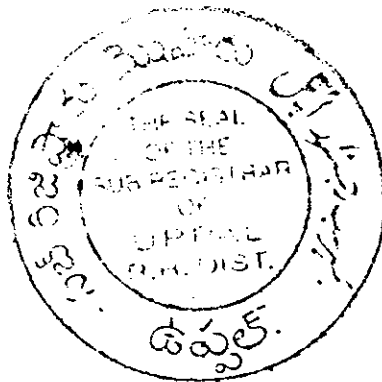
1 వ పుస్తకము. 1887/సం. 1

తనకు సంబంధించిన కారితముం

పుస్తకము 9 సం. గిరిపు వరుస

పుస్తకము 9


సబ్-రిజిస్ట్రార్



26. 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.
27. 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.
28. 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.

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

WITNESS:

1. *V.S. S. Suresh*

2. *[Signature]*

For Mehta and Modi Homes

[Signature]

Partner

(Soham Modi)

For Mehta and Modi Homes

[Signature]

Partner

(Suresh U. Mehta)

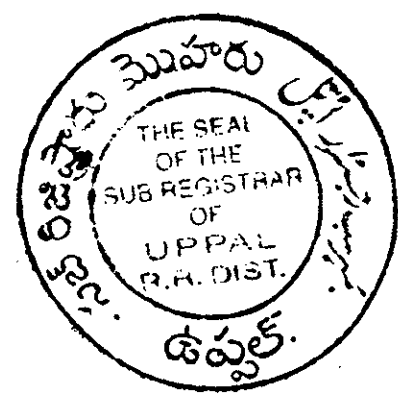
BUILDER

[Signature]
BUYER

[Signature]

1 వ పుస్తకము 6437/సం||
దస్తావేజాల మొత్తం కాగితముల
సంఖ్య 9 ఈ కాగితపు ఎయిస్
పంఖ్య 8

పబ్-రెజిస్ట్రార్



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

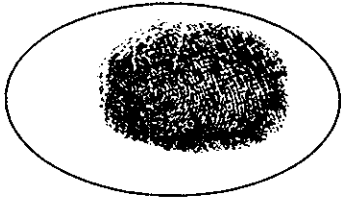
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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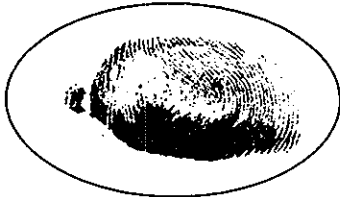
BUILDER:

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

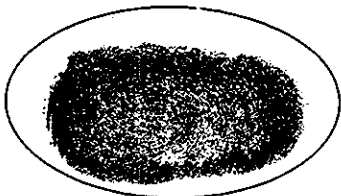


2. MR. SURESH U. MEHTA
S/O. LATE UTTAMLAL MEHTA
(O). 5-4-187/3 & 4, III FLOOR
SOHAM MANSION, M. G. ROAD
SECUNDERABAD - 500 003.



GPA FOR PRESENTING DOCUMENTS:

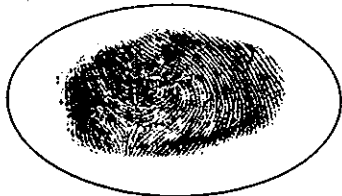
MR. K. PRABHAKAR REDDY
S/O. MR.K. PADMA REDDY
5-4187/3 & 4, 3RD FLOOR
SOHAM MANSION
M. G. ROAD
SECUNDERABAD - 500 003.



BUYER :

1. MR. KOMPELLA SRINIVAS
S/O. LATE MR. K. S. SASTRI
R/O. 118, F BLOCK
SECTOR 41
NOIDA - 201 301.

2. MRS. K. V. S. RATNA
W/O. MR. KOMPELLA SRINIVAS
R/O. 118, F BLOCK
SECTOR 41
NOIDA - 201 301



SIGNATURE OF WITNESSES:

1. *K. S. R. Sastri*
2. *[Signature]*

Homes

For Mehta and Modi Homes

[Signature]

[Signature]


Partner

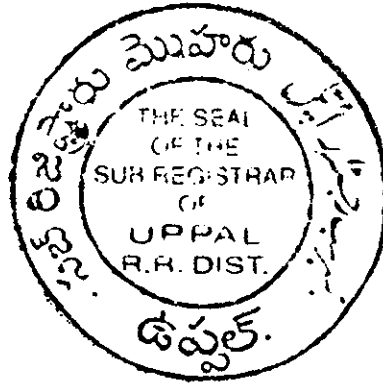
Partner

SIGNATURE OF THE EXECUTANTS

[Signature]

1 వ పుస్తకము! 6437/సంఖ్య
06
దస్తావేజాల మొత్తం కాగితము
సంఖ్య...9...ఈ కాగితపు వరుస
పంఖ్య...9.....


~~పబ్-రిజిస్ట్రార్~~



U.16468

16036/06

16866

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

K. SRINIVAS B 937235

S.V.L. No. 26/98, R.No. 39/200
City Civil Court,
SECUNDERABAD

S.No. 60120
Date 27/10/2006
Name D. Phani Kumar
S/o. D/o. D. N. Sastri
For Whom Mehta and Modi Homes

AGREEMENT FOR DEVELOPMENT CHARGES

This Agreement for Development charges made and executed on this the 4th day of November, 2006 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, aged about 56 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

1. MR. KOMPPELLA SRINIVAS, SON OF LATE MR. K. S. SASTRI, aged about 37 years,
 2. MRS. K. V. S. RATNA, WIFE OF MR. K. SRINIVAS, aged about 34 years,
- both are residing at 118, F Block, Sector 41, Noida - 201 301, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Mehta and Modi Homes

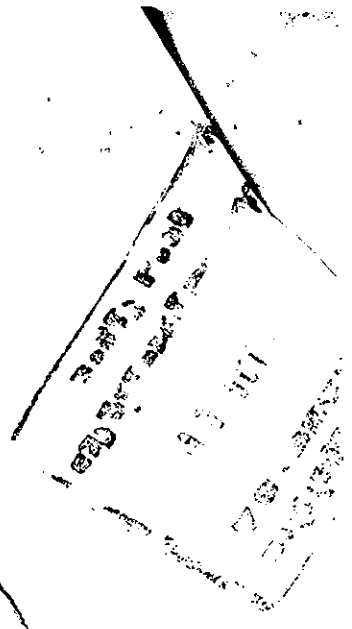
[Signature]
Partner

For Mehta and Modi Homes

[Signature]
Partner

[Signature]
Ratna

- వ పుస్తకము. (6.6.2006) సం॥ ప్ర
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య... 4... ఈ కాగితపు వరుస
 సంఖ్య.....



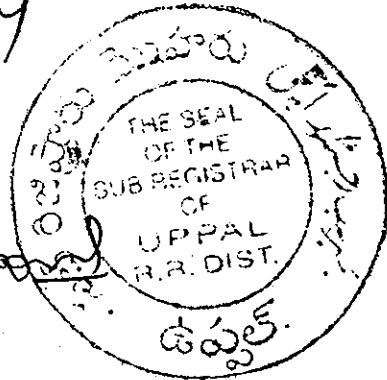
200 6 వ సం॥ న. ది. 4... తది
 192 9 వ. శ. శా. 20... సం॥ 13... తది
 పగలు... 2... మరయు... గంటల మధ్య
 ఉప్పల్ సబ్-రిజిస్ట్రారు అఫీసులో

సబ్-రిజిస్ట్రారు

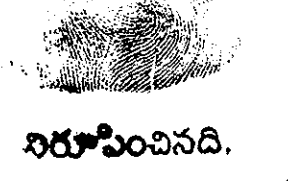
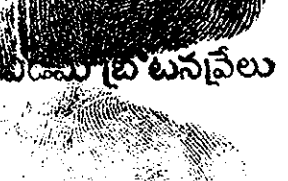
శ్రీ... K. Prabhakar Reddy

రిజిస్ట్రేషన్ నెంబర్, 2008 లోని సెక్షన్ 32 ఎ-ను
 అనుసరించి సమర్పించబడిన పాబ్ గ్రాఫులు
 మరియు టెలిమెట్రలత్ సహ దాఖలు చేసి

రుసుము రూ॥ 1000... చెల్లించారు.
 Receipt No. 107285 Dt. 4/11/2008
 SBH, Habsigurta Branch. Sec'bad



నాకు యిచ్చినట్లు ఒప్పుకోస్తున్నా
 ఎడమ బ్రౌటనవ్రేలు



శ్రీ... s/o K. P. Reddy occ. Senior
 (a) S-4-187/344, 2nd Floor, Soham mansion,
 M.G. Road, Sec'bad, Rep. by through atteste
 General Power of Attorney for Presentation of
 Documents. vide Doc. No 201/BR 12/06 at SE
 Uppal.

శ్రీ... K. Minvas

s/o. Late K. S. Sastri, occ. Senior
 R/o. 118, F Block, Sector 41, Noida - 201

శ్రీ... Ratre

w/o. Kompella Srinivas, R/o. 118, F Block,
 Sector 41, Noida - 201 301

నిరూపించినది.

1) V. S. R. Sainam s/o V. Venkataswamy Adavala
 8-21/6 New D. U. Sect near 102A. 60

2) Rama Rao s/o K. Rama murthy occ. Business
 R/o. Flat No. 101, ... Nagole. And

200 6 వ సం॥ న. ది. 4... వ తది
 192 9 వ. శ. శా. 20... సం॥ 13... తది

సబ్-రిజిస్ట్రారు

WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 27th October 2006 for purchase of a bungalow along with an identifiable plot of land (plot no. 235) in the project known as Silver Oak Bungalows (Phase-II), situated at Sy. No. 291, Cherlapally, 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. 235, admeasuring 327 sq. yds. under a Sale Deed dated 04.11.06 registered as document no. 16435/06 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. *admeasuring 327 sq. yds. in Sy. No. 291(P) (A) compound wall (S) Plot No. 236 (E) 40 Road (W) Plot No. 242 situated at Block No. 2, Cherlapally Rd. R.R. Dist. Old Village*
- 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 FOR DEVELOPMENT CHARGES WITNESSETH AS UNDER:

- The Buyer has agreed to pay in advance a sum of Rs. 16,71,500/- (Rupees Sixteen Lakhs Seventy One Thousand Five Hundred 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.
- The Buyer has already paid the following amounts before entering into this agreement, which is admitted and acknowledged by the Builder.

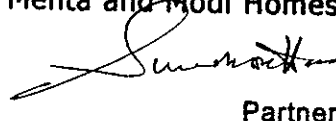
S. No.	Mode of Payment	Amount (Rs.)
1.	Cheque No. 402429, dated 10.10.2006	25,000/-
2.	Cheque No. 402435, dated 28.10.2006	2,27,000/-
3.	Cheque No. 468316, dated 28.10.2006	90,000/-
4.	Cheque No. 290240, dated 28.10.2006	80,000/-
5.	Cheque No. 4024434, dated 28.10.2006	83,879/-
	Total Amount Paid	5,05,879/-

- The Buyer shall pay to the Builder the balance development charges of Rs. 11,65,621/- (Rupees Eleven Lakhs Sixty Five Thousand Six Hundred and Twenty One Only) paid on or before 8th November 2006.
- 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.

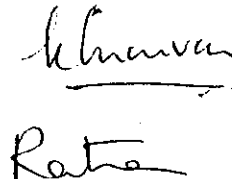
For Mehta and Modi Homes


Partner

For Mehta and Modi Homes


Partner

Page 2


Ratan

1 వ పుస్తకము. 16.626/సంఖ్య
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య... 4... ఈ కాగితపు వరుస
 సంఖ్య... 2

పబ్-రిజిస్ట్రార్

Endorsed here Under Section 42 of Act N. of 1907
 No. 16626 of 2006 Date 4/11/06

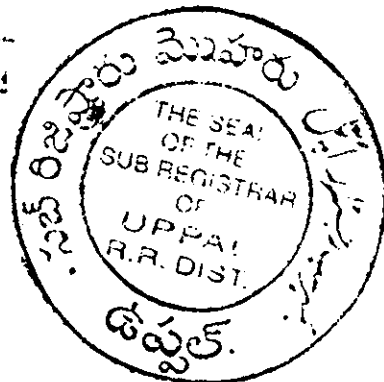
I hereby certify that the proper deficit
 stamp duty of Rs. 16615 Rupees Seventeen thousand
Seven hundred fifteen only
 has been levied in respect of this instrument
 from Sri. K. J. Reddy
 on the basis of the agreed Market Value
 consideration of Rs. 1671500/- being
 higher than the consideration agreed Market
 Value.

S.R.O. Uppal
 Sub Registrar and Collector U/S. 41&4
 Dated 4/11/06 INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 16615/- towards Stamp Duty
 including Transfer duty and Rs. 1000/-
 towards Registration Fee was paid by the party
 through Cheque No. 107295
 Dated 4/11/06 at Sub Registrar's Branch Sec'bad


G.B.H. Habsiguda
 A/c No. 01000050700
 of S.R.O. Uppal.



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 3 months from the due date.
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.

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. V. S. N. Surme
2. 

For Mehta and Modi Homes

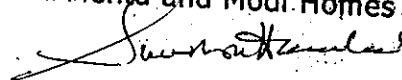


Partner

(Soham Modi)

BUILDER

For Mehta and Modi Homes

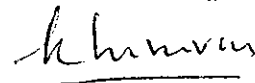


Partner

(Suresh U. Mehta)


BUILDER

BUYER.

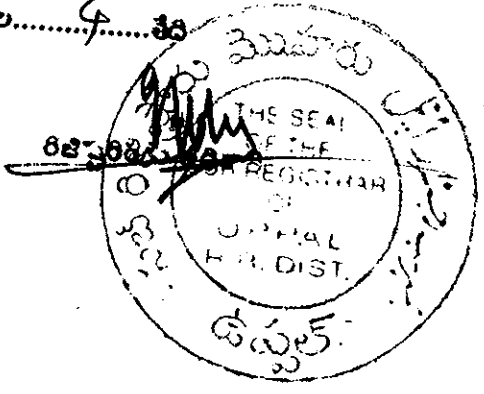


Rate Page 3



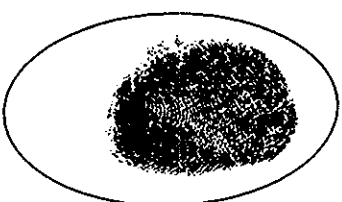

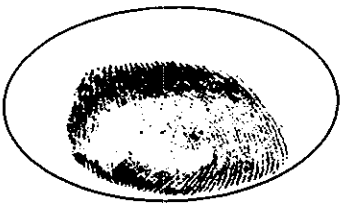

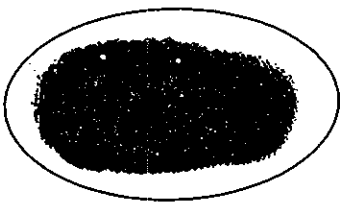

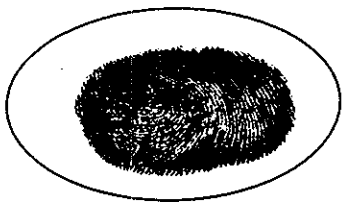

1 వ పుస్తకము. 16436/సం||
రస్తావేజులు మొత్తం కాగితముల
పంఖ్య... 9... ఈ కాగితపు పదున
పంఖ్య... 3.....


సన్-8 జనవరి

1 వ పుస్తకము సం|| (శా.శ) పు. 16436/06
నంబరుగా రిజిస్టరు వేయబడి స్కానింగు నిమిత్తం
గుర్తింపు నంబరు 16436-1-2006 ఇవ్వడమైన
200 ప్రాంతీయ రిజిస్ట్రేషన్ల..... 4..... 33



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
			<p><u>VENDOR:</u></p> <p>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.</p> <p>1. MR. SOHAM MODI S/O. MR. SATISH MODI</p> <p>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.</p> <p><u>GPA FOR PRESENTING DOCUMENTS:</u></p> <p>MR. K. PRABHAKAR REDDY S/O. MR.K. PADMA REDDY 5-4187/3 & 4, 3RD FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.</p> <p><u>BUYER :</u></p> <p>1. MR. KOMPPELLA SRINIVAS S/O. LATE MR. K. S. SASTRI R/O. 118, F BLOCK SECTOR 41 NOIDA - 201 301.</p> <p>2. MRS. K. V. S. RATNA W/O. MR. KOMPPELLA SRINIVAS R/O. 118, F BLOCK SECTOR 41 NOIDA - 201 301</p>
			
			
			
			

SIGNATURE OF WITNESSES:

1. V. S. M. Sarma


[Handwritten signature]

Mehta and Modi Homes
[Handwritten signature]
Partner

For Mehta and Modi Homes
[Handwritten signature]
Partner

SIGNATURE OF THE EXECUTANT
[Handwritten signature]

1 వ పుస్తకము. 16436/06 సంగం
దస్తావేజులు మొత్తం కాగితముల
సంఖ్య... 4... ఈ కాగితపు వరుస
సంఖ్య... 4.....


పబ్లిక్ రిజిస్ట్రార్

