

248

16/10/2006



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

B 937240

6128  
 S.No. Date 27/10/2006  
 Name D. Phani Kumar  
 S/o. D/o. W/o. D. S. Mehta  
 For Whom Mehta and Modi Homes

*6128*  
**K. SRINIVAS**  
 S.V.L. No. 26/98, R.No. 39/200  
 City Civil Court,  
 SECUNDERABAD

AGREEMENT FOR DEVELOPMENT CHARGES

This Agreement for Development charges made and executed on this the 3<sup>rd</sup> day of November 2006 at Secunderabad by and between:

*4905*  
 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

*12785*  
 MR. MURALI MOHAN RAO BANDARU, SON OF MR. SATYANARAYANA, aged about 32 years, residing at 10-3-134/1, Mamillagudem Khammam – 507 001, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

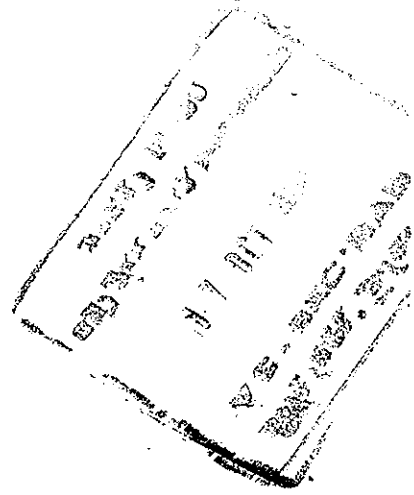
For Mehta and Modi Homes  
*Jh. Mehta*  
 Partner

For Mehta and Modi Homes  
*Suresh U. Mehta*  
 Partner

*B. murali mohan Rao*

Certified that the stamp duty borne by this document is denoted w/s 16 of U.S. Act on the subsequent Sale deed registered as No. 16403 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

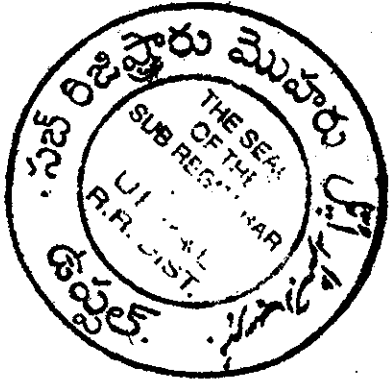
SUB-REGISTRAR



Under Section 42 of Act 11 of 1957, No. 16403 of 2006, Date 3/11/06

I hereby certify that the proper deficit stamp duty of Rs. 14905 Rupees *fourteen thousand nine hundred and five only* has been levied in respect of this instrument from Sri. *Soham Modi* on the basis of the agreed Market Value consideration of Rs. 1500500 being higher than the consideration agreed Market Value.

S.R.O. Uppal and Collecting Officer, U.S. 4124 dated 3/11/06



WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 20<sup>th</sup> October 2006 for purchase of a bungalow along with an identifiable plot of land (plot no. 248) 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. 248, admeasuring 289 sq. yds. under a Sale Deed dated 03.11.2006 registered as document no. 16403/06 in the Office of the Sub-Registrar, V.P.O.. 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 FOR DEVELOPMENT CHARGES WITNESSETH AS UNDER:

1. The Buyer has agreed to pay in advance a sum of Rs. 15,00,500/- (Rupees Fifteen Lakhs 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.
2. The Buyer has already paid the following amounts before entering into this agreement, which is admitted and acknowledged by the Builder.

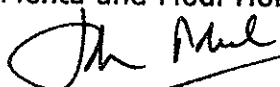
Date	Mode of Payment	Amount (Rs.)
19.09.2006	Cheque No. 685054	25,000/-
23.09.2006	Cheque No. 685056	2,00,000/-
	Total Amount Received:	2,25,000/-

3. The Buyer shall pay to the Builder the balance amount for development charges of Rs. 12,75,500/- (Rupees Twelve Lakhs Seventy Five Thousand Five Hundred Only) in the following manner:

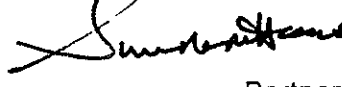
Installment	Due date for payment	Amount (Rs.)
1.	18 <sup>th</sup> November 2006	12,48,500/-
2.	Within 7 days of casting 1 <sup>st</sup> slab	27,000/-

4. The appropriate 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

*B. ... ..*

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SUB-REGISTRAR

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.



2.



**For Mehta and Modi Homes**



**Partner**

(Soham Modi)

**BUILDER**

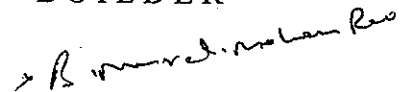
**For Mehta and Modi Homes**



**Partner**

(Suresh U. Mehta)

**BUILDER**





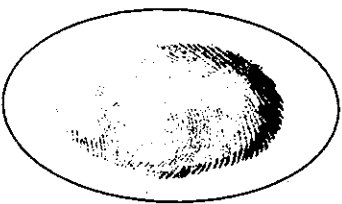
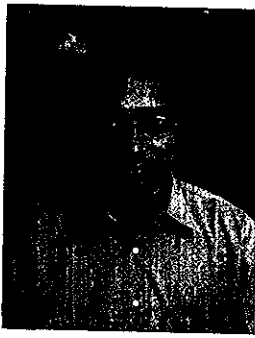


**BUYER.**


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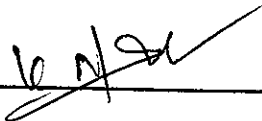
  
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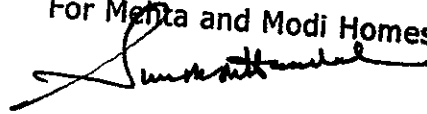
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**

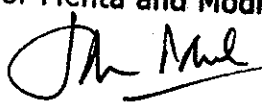
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<p><u>VENDOR:</u></p> <p>M/S. MEHTA &amp; MODI HOMES HAVING ITS OFFICE AT 5-4-187/3 &amp; 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS 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 &amp; 4, III FLOOR SOHAM MANSIOM, 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 (O). 5-4-187/3 &amp; 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003.</p>

SIGNATURE OF WITNESSES:

1.   
\_\_\_\_\_

2.   
\_\_\_\_\_

For Mehta and Modi Homes  
  
Partner

For Mehta and Modi Homes  
  
Partner

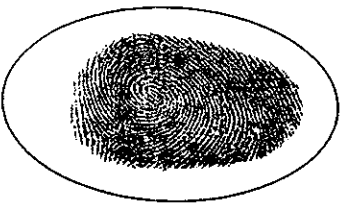
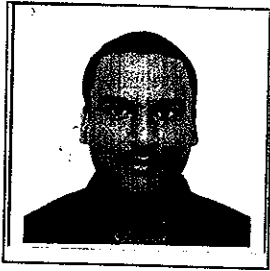
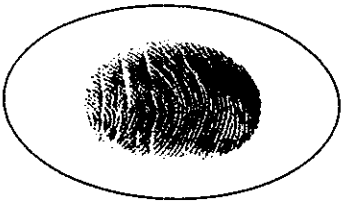

**SIGNATURE OF THE EXECUTANTS**

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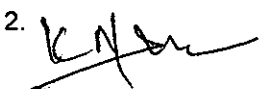
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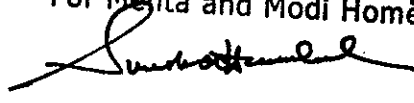
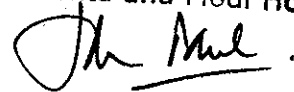


**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<u>BUYER:</u> MR. MURALI MOHAN RAO BANDARU S/O. MR. SATYANARAYANA R/O. 10-3-134/1 MAMILLAGUDEM KHAMMAM - 507 001.
			<u>REPRESENTATIVE:</u> MRS. BANDARU ANITHA W/O. MR. MURALI MOHAN RAO BANDARU R/O. 10-3-134/1 MAMILLAGUDEM KHAMMAM - 507 001.

SIGNATURE OF WITNESSES:

1. 
2. 

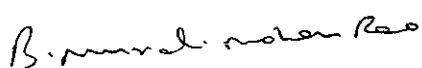
For Mehta and Modi Homes      For Mehta and Modi Homes  
        
 Partner      Partner  
 SIGNATURE OF EXECUTANTS

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.

I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mrs. Bandaru Anitha, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District.



SIGNATURE OF THE REPRESENTATIVE



SIGNATURE(S) OF BUYER(S)

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~~SUB-REGISTRATION~~