

## AGREEMENT FOR DEVELOPMENT CHARGES

This Agreement for Development charges made and executed on this the 17<sup>th</sup> day of August 2007 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 37 years Occupation: Business and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, (which term shall mean and include its successors in office, administrators, executors / mominees / assignee etc.)

#### AND

MR. A. DEEPAK, SON OF MR. A. SUDHAKAR, aged about 29 years, residing at 204, Mahalaxmi Towers, Shiv Bagh, Ameerpet, Hyderabad – 500 016, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal epresentatives, administrators, executors, successor in interest, assignee, etc).

For Mehta and Modi Homes

For Mehta and Modi Homes

Partner

Partner

Page 1

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#### WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 3<sup>rd</sup> day of January 2007 for purchase of a bungalow along with an identifiable plot of land (plot no. 260) (shown as plot no. 60 in the HUDA sanction plan) 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. 260 (shown as plot no. 60 in the HUDA sanction plan), admeasuring 355 sq. yds. under a Sale Deed dated 17.08.2007 registered as document no. 9939 on 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 FOR DEVELOPMENT CHARGES WITNESSETH AS UNDER:

- 1. The Buyer has agreed to pay in advance a sum of Rs. 18,33,000/-(Rupees Eighteen Lakhs Thirty Three 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 the following amounts before entering into this agreement, which is admitted and acknowledged by the Builder.

| Date     | Mode of Payment                            | Amount      |
|----------|--|-------------|
| 25.11.06 | Cheque No. 191263                          | 25,000/-    |
| 30.12.06 | Cheque No. 191264                          | 2,00,000/-  |
| 23.07.07 | Payorder No. 649035                        | 20,37,000/- |
|          | Total amount Received                      |             |
| Amoi     | Amount appropriate towards sale deed value |             |
|          | Balance towards Development charges        |             |

3. The Buyer shall pay to the Builder the balance development charges of Rs. 68,000/- (Rupees Sixty Eight Thousand Only) on or before with in casting of 1<sup>st</sup> slab.

For Mehta and Modi Homes

**Partner** 

For Mehta and Modi Homes

Partner

Page 2

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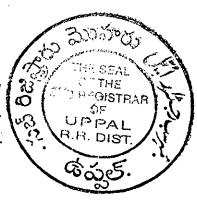
S.R.O. Uppal

Collector U/S. 41&4

ENDIAN STAMP ACT

Registration Endorsement

14.11.1101....uda 2/3 13.019-3**050763** 21810.Uppal.



- 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 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.

10. Stamp duty and Registration amount of Rs. 19,325/- is paid by way of challan no. 602544, dated 17.08.2007, drawn on SBH, Habsiguda, Hyderabad.

For Mehta and Modi Hames

Partner

For Mehta and Modi Homes

Partner

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#### SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 260(shown as plot no. 60 in the HUDA sanction plan) admeasuring about 355 sq. yds. forming part of Sy. No. 291, situated at Block No. 2, Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, hereto, bounded on:

North

40' wide road

South

100' wide road

East

40' wide road

West

Plot No. 259(shown as plot no. 59 in the HUDA sanction plan)

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:

WHNESS:

2.

For Mehta and Modi Homes

Partner

(Soham Modi) BUILDER

For Mehta and Modi Homes

Partner

(Suresh U. Mehta) BUILDER

BUYER.



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

FINGER PRINT
IN BLACK
(LEFT THUMB)

PASSPORT SIZE
PI'OTOGRAPH
BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





**BUILDER:** 

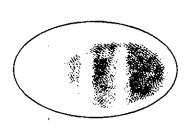
M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS.

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 MANSIOM, 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, 3<sup>RD</sup> FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD – 003.

SIGNATURE OF WITNESSES:

1. 85-8

2.

For Mehta, and Modi Homes

Partner

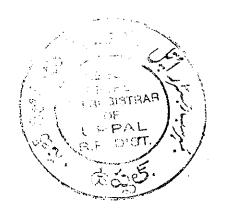
For Mehta and Modi Homes

Partner

SIGNATURE OF EXECUTANTS

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SL.NO.

**FINGER PRINT** IN BLACK (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH **BLACK & WHITE** 

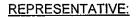
**NAME & PERMANENT** POSTAL ADDRESS OF PRESENTANT / SELLER / BJYER





PURCHASER:

MR. A. DEEPAK S/O. MR. A. SUDHAKAR R/O. 304, MAHALAXMI TOWERS SHIV BAGH **AMEERPET** HYDERABAD - 500 016.



MR. A. SUDHAKAR S/O. A.V. P. SASTRY R/O. 304, MAHALAXMI TOWERS SHIV BAGH **AMEERPET** HYDERABAD - 500 016.

SIGNATURE OF WITNESSES:

For Mehta a

Partner

For Mehta and Modi Homes

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, Mr. A. Sudhakar, 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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For Mehta and Modi Homes

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16-10-1969

SATISH MANILAL MODI

For Mehta and Modr Homes

Partner

Partner

PERMANENT ACCOUNT NUMBER

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SUBTEGISTRAR
OF UPPAL
PR. DIST.

Osmania University

Faculty of Management

Roll Do. 1199-614

P.G. Diploma in McO.S.C.1.

of this University, held in <u>facil x92000</u>, and that he|she was placed in the <u>First</u> Division.

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MARGASHIRA 22, 1928

DECEMBER 13, 2000

Vice-Chancellor

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