

AND

SHRI. DINAVAHI SRINIVASA RAO, SON OF LATE. SHRI. DINAVAHI SURYANARAYANA aged about 38 years, residing at 9-7-26. Road no. 6, Yadagiri Nagar, Hyderabad - 500 059, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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K. Prabhakar Reddy, S/o. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4. 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-03, through attested GPA/SPA for presentation of documents, Vide GPA/SPA No. 69 1990 88 dated 19-4-08 registerer at SRO

#### WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 24<sup>th</sup> September 2008 for purchase of a bungalow along with an identifiable plot of land (plot no. 318) 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. 318 admeasuring 277 sq. yds. under a Sale Deed dated 12.12.08 registered as document no. 10915/08 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 a sum of Rs. 20,23,000/- (Rupees Twenty Lakhs Twenty 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 shall pay to the Builder the above said amount for development charges of Rs. 20,23,000/- (Rupees Twenty Lakhs Twenty Three Thousand Only) as on before 15<sup>th</sup> December 2008:
  - 3. The Buyer shall liable to pay the development charges on land 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.
  - 4. 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.
  - 5. 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.

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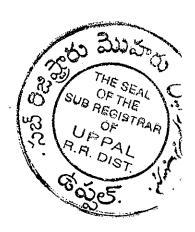
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- 6. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances 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.
- 7. 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.
- 8. 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.

### SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 318 admeasuring about 277 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 30' Wide Road South 4' Wide Nala

East Sy. No. 30 (Open Land)

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:

WITNESESS:

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(Suresh U. Mehta)

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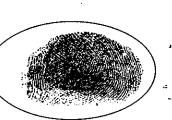
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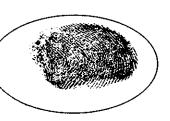
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PRESENTANT / SELLER / BUYER



















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.

GPA FOR PRESENTING DOCUMENTS: VIDE GPA. No. 69/IV/2008, 19.04.08.

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.

#### **PURCHASER**:

SHRI. DINAVAHI SRINIVASA RAO S/O. LATE. SHRI. DINAVAHI SURYANARAYANA R/O. 9-7-26, ROAD NO. 6, YADAGIRI NAGAR, HYDERABAD - 500059

#### REPRESENTATIVE:

MR. A.V.L. MARASIMHAM

S/O. MR. A. V. RAMULU

R/O. 303, DHANA BALA RESIDENCY

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HYDERABAD

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MILLIAN WINDE HOMES

Partner

FOR MEH A & MCD. HOMES

SIGNATURE OF EXECUTANTS

Partner

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

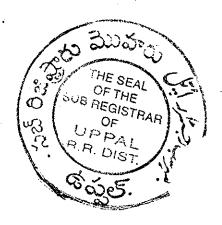
I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. A-V-L-Nevasibmenas I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District.

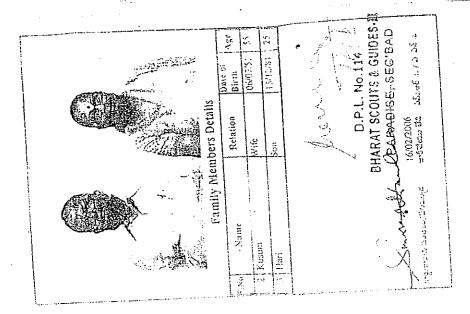
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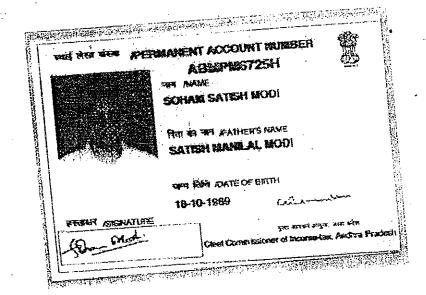
SIGNATURE(S) OF BUYER(S)

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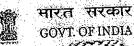
आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E







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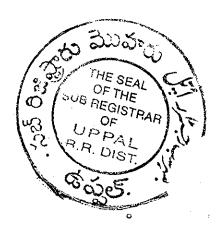
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