

AGREEMENT FOR LAND DEVELOPMENT CHARGES

This Agreement is made and executed on this the 4th day of October 2008 at Secunderabad by and between:

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 38 years, Occupation: Business and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 58 years, Occupation: Business., hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. C. KRISHNA MURTHY, SON OF MR. KOTAIAH aged about 39 years, Occupation: Service residing at Flat No. 203, Brindavan Apartments, 4<sup>th</sup> Lane, Karthikeya Nagar, Nacharam, Hyderabad - 500 076, hereinafter referred to as the Vendee (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Mehta and Modi Homes

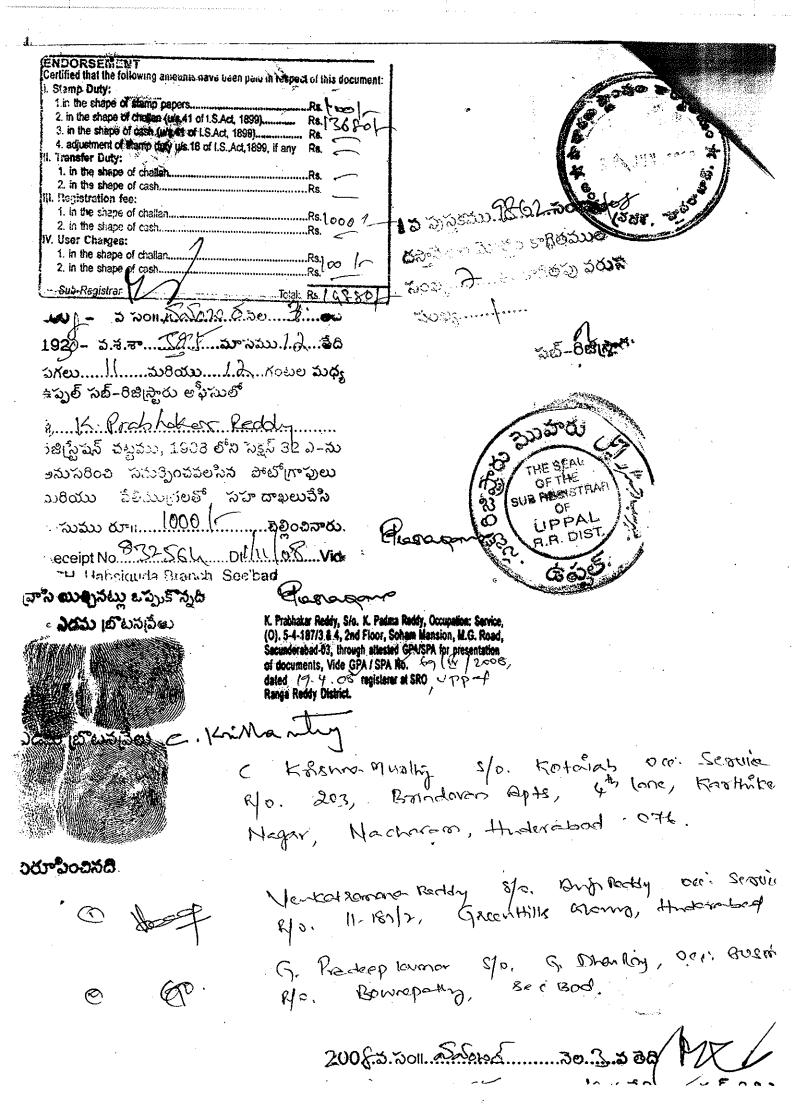
For Mehta and Modi Homes

Partner

Partner

Page 1

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### WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 29<sup>th</sup> July 2008 for purchase of a bungalow along with an identifiable plot of land (plot no. 320) 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. 320 admeasuring 265 sq. yds. under a Sale Deed dated \_\_t+.cc.cs\_ registered as document no. \_\_98c/\_cs\_ 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. 13,78,000/- (Rupees Thirteen Lakhs Seventy Eight 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 an amount of Rs. 7,59,000/- (Rupees Seven Lakhs Fifty Nine Thousand Only) and the builder admitted and acknowledged the receipt for said consideration.
- 3. The Buyer shall pay to the Builder the balance said amount for development charges of Rs. 6,19,000/- (Rupees Six Lakhs Nineteen Thousand Only) on or before 01.10.2008.
- 4. 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.
- 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 1 month from the due date.

For Mehta and Modi Homes

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R.O. Uppal

and Collector U/S. 410.

# Registration Endorsement

An amount of Rs. 136801 towards Stamp Duty Including Transfer cuty and Rs. 1000 towards Registration Fee was pied by the party through Challan Receipt Number 83.2564

Dated 11.08. at SBH Habsiguda Branch Secoad

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- 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. 14, 720=/- is paid by way of challan No. 832 (64, dated electrical date), drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

For Mehta and Modi Homes

Partner

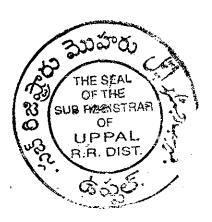
For Mehta and Modi Homes

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### SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 320 admeasuring about 265 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, hereto bounded on:

North

Plot No. 319

South

Plot No. 321

East

30' wide road

West

Survey No. 34 (Open Land)

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.

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Mehta and Modi Homes

Partner (Soham Modi)

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BUILDER

For Mehta and Modi Homes

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BUILDER

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FINGER PRINT
IN BLACK
(LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH BLACK & WHITE NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





#### BUILDER:

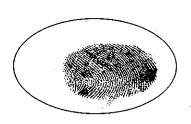
M/S. MEHTA & MODI HOMES HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS

1. MR. SOHAM MODI S/O. MR. SATISH MODI





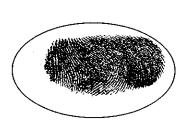
2. MR. SURESH U. MEHTA S/O. LATE UTTAMLAL MEHTA (O). 5-4-187/3 & 4, II FLOOR SOHAM MANSIOM, M. G. ROAD SECUNDERABAD - 500 003





## **GPA FOR PRESENTING DOCUMENTS:**

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.





### BUYER:

MR. C. KRISHNA MURTHY S/O. MR. KOTAIAH R/O. FLAT NO. 203 BRINDAVAN APARTMENTS, 4<sup>TH</sup> LANE KARTHIKEYA NAGAR NACHARAM HYDERABAD - 500 076.

SIGNATURE OF WITNESSES:

1.

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For MEHTA & MODI HOMES

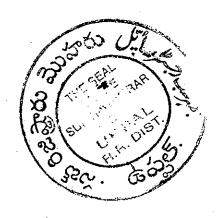
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SIGNATURE OF THE EXECUTANTS

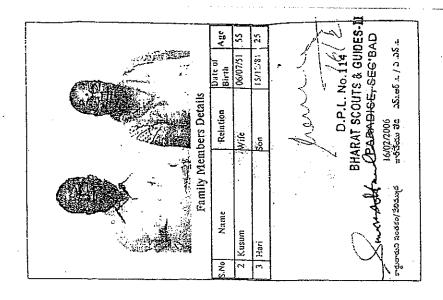
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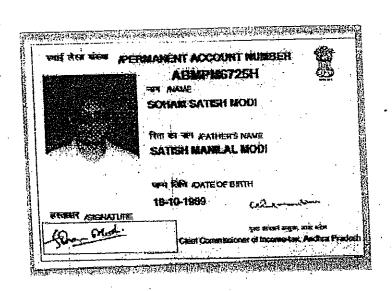


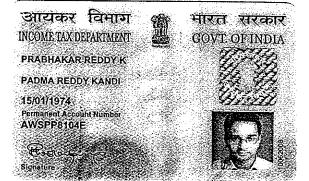
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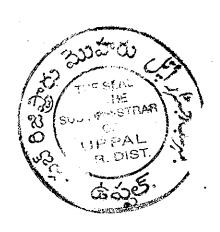
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C KRISHNA MURTHY
KOTAIAH CHAKIRI

25/04/1967
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