

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

P 362211

Date: 31-07-2008 Serial No: 31,013 Denomination: 100

Purchased By:

G. VENKATESH

S/G. A. RAO

SEC'BAD

For Whom:

MEHTA & MODI HOMES,

SEC'BAD

SUB Registrar

Ex.Officio Stamp Vendor

G.S.O., C&IG Office, Hyd

AGREEMENT FOR DEVELOPMENT CHARGES

This Agreement for Development charges made and executed on this the day of September 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. MUKUNDLAL AGARWAL, SON OF LATE SHRI SUNDERMALJI, aged about 65 years, residing at 2-1-41, Tobacco Bazar, Secunderabad – 500 003, 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 Mehtaland Modi Homes

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Partner

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Partner

Page 1

WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 30.69.68 for purchase of a bungalow along with an identifiable plot of land (plot no. 6) in the project known as Silver Oak Bungalows, situated at Sy. Nos. 35 to 39, 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.
- 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. 7,68,000/- (Rupees Seven Lakhs Sixty 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 the amount for development charges of Rs. 7,68,000/-(Rupees Seven Lakhs Sixty Eight Thousand Only) before entering into this agreement, in which the Builder admitted and acknowledged the receipt for said consideration.
- 3. 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.
- 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 3 months 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.

For Mohrand Modi Homes

Partner

For Mehta and Modi Homes

Partner

- 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. 6 admeasuring about 204 sq. yds. forming part of Sy. Nos. 35, 36, 37, 38 and 39, situated at Block No. 2, Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, hereto, bounded on:

North

40' wide road

South

Compound Wall & Neighbours Land

East

Plot No. 5

West

Plot No. 7

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

WIINESS:

2.

For Mehta and Modi Homes

Partner

(Soham Modi) BUILDER

For Mehta and Modi Homes

Partner

(Suresh U Mehta)
BUILDER

BUYER..

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

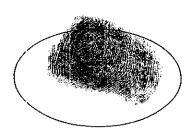




BUILDER:

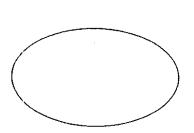
M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS.

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.





PURCHASER:

MR. MUKUNDLAL AGARWAL S/O. LATE SHRI SUNDERMALJI R/O. 2-1-41 TOBACCO BAZAR SECUNDERABAD – 500 003.

SIGNATURE OF WITNESSES:

1

Reserve

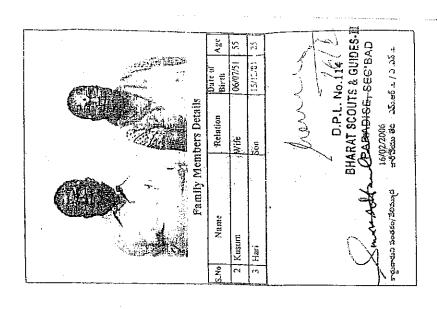
For Mehta and Modi Homes

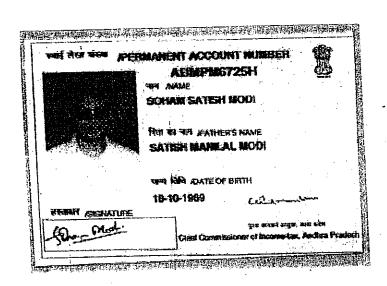
Partner

For Mehta and Modi Homes

Aculal,

Partner SIGNATURE OF EXECUTANTS





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LMV,MCWG

DERAPO12 - 76.3820-13 ANANTAPUR - ANGIE 10 FMA DE3H 29/04/1966

Date of 1st issue

29/04/1989