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K. SATISH KUMAR S.V. No. 13/2000 R.No. 16/2009

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S.V L. No. 13/2000, R.No. 16/2004
+2-30, Premavathipet (Vill),
Rujendra Ivagar (Mdi), R.R. Dist

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# AGREEMENT FOR LAND DEVELOPMENT CHARGES

This Agreement is made and executed on this the 5<sup>th</sup> day of August 2010 at SRO, Shamirpet, Ranga Reddy District by and between:

M/s. KADAKIA & MODI HOUSING, a registered partnership firm having its office at 5\(^1\)4-187/3 & 4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 39 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

## <u>AND</u>

1. MR. BONGU RAJA RAO, SON OF MR. SURYA NARAYANA aged about 58 years, Occupation: Service

MR. BONGU VENKATA SURYA SASHANKA, SON OF MR. BONGU RAJA RAO aged about 27 years, Occupation: Service, both are residing at HIG - 87, Bharat Nagar Colony, Near Moosapet, Hyderabad - 500 018, hereinafter referred to as the Buyer (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

FOR KADAKIA & MODI HOUSING

Partner

B. R. S.R.

#### WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 27<sup>th</sup> April 2010 for purchase of a bungalow along with an identifiable plot of land (plot no. 58) in the project known as Bloomdale, forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District. 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. 58 admeasuring 295 sq. yds., under a Sale Deed dated 05.08.2010 registered as document no. \_\_\_\_\_\_ in the Office of the Sub-Registrar, Shamirpet, Ranga Reddy Distrcit. 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. 8,00,000/- (Rupees Eight Lakhs 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 development charges an amount of Rs. 2,25,000/-(Rupees Two Lakhs Twenty Five Thousand Only) which is admitted and acknowledged by the builder.
- 3. The Buyer shall pay the balance development charges an amount of Rs. 5,75,000/-(Rupees Five Lakhs Seventy Five Thousand Only) on or before 27<sup>th</sup> May 2010.
- 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. 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.
- 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.

FOR KADAKIA & MODI HOUSING

Partner

B. R. GR.

- 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.
- 9. Stamp duty and Registration amount of Rs. /- is paid by way of challan No. , dated , drawn on SHB, Thumkunta Branch, Ranga Reddy District.

#### SCHEDULED PROPERTY

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 58 admeasuring about 295 sq. yds, along with semi-finished construction having a total area of 2077 sft in the project known as "Bloomdale" forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

North	Plot No. 57	
South	Plot No. 59	
East	30' wide road	
West	Neighbour's 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:

For KADAKIA & MODI HOUSING

BUILDER Partner

2.

1.

BUYER.