[6866 Us. 16468 क सौ रुपये ফ. 100 **HUNDRED RUPEES** रत INDIA INDIA NON JUDICIAL ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH K. SKINIVASB 937235 5, V.L. No. 26/98, R.No. 39/200-City Civil Court, SECUNDERABAD Name D. Flor For Whom AGREEMENT FOR DEVELOPMENT CHARGES This Agreement for Development charges made and executed on this the day of November, 2006 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 36 years and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, aged about 56 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, gexecutors / nominees / assignee etc.) **AND** 1. MR. KOMPELLA SRINIVAS, SON OF LATE MR. K. S. SASTRI, aged about 37 years, 2. MRS. K. V. S. RATNA, WIFE OF MR. K. SRINIVAS, aged about 34 years, both are residing at 118, F Block, Sector 41, Noida - 201 301, 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 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 27th October 2006 for purchase of a bungalow along with an identifiable plot of land (plot no. 235) 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. 235, admeasuring 327 sq. yds. under a Sale Deed dated Oy. 11 O& registered as document no. 16435 o 6 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. Romaging 327 5. 404, in 59. NO. 291(?)

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 The parties hereto after discussions and negotiations have reached into certain

C) 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:

- The Buyer has agreed to pay in advance a sum of Rs. 16,71,500/- (Rupees 1. Sixteen Lakhs Seventy One Thousand Five Hundred 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.

S. No.	1/ 1 05	<u> </u>
0.110.	Mode of Payment	Amount (Rs.)
<u> </u>	Cheque No. 402429, dated 10.10.2006	
2.	Cheque No. 402435, dated 28.10.2006	25,000/-
3.	Cheque No. 468316, dated 28.10.2006	2,27,000/-
4	Character 10. 408310, dated 28.10.2006	90,000/-
<u> </u>	Cheque No. 290240, dated 28.10.2006	80,000/-
٥.	Cheque No. 4024434, dated 28.10.2006	
	Total Amount Paid	83,879/-
		5,05,879/-

- 3. The Buyer shall pay to the Builder the balance development charges of Rs. 11,65,621/- (Rupees Eleven Lakhs Sixty Five Thousand Six Hundred and Twenty One Only) paid on or before 8th November 2006.
- The Buyer shall liable to pay the development charges on land in advance 4. 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.

Partner

For Mehta and Modi Homes

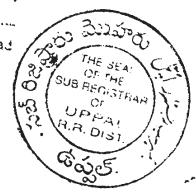
For Mehta and Modi Homes

Page 2

Partner

An amount of Rs. 666 towards Stamp Duny Including Transfer duty and Rs. 600 towards Registration Fig. was paid by the party Dated 4 11 (86 towards Branch Sector)

6.8.H. Habsiguda 4/c No. 01000056788 of S.R.O. Uppal.



- 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.
- 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.

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. V. S. M. Swane

2.

For Mehta and Modi Homes

Partner

(Soham Modi)
BUILDER

For Mehta and Modi Homes

(Suresh U. Mehta)

Partner
BUILDER

BUYER.

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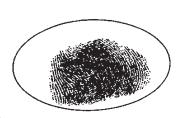
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

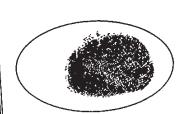






M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS.

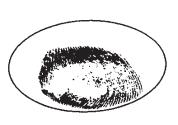
- 1. MR. SOHAM MODI S/O. MR. SATISH MODI
- 2. MR. SURESH U. MEHTA S/O. LATE UTTAMLAL MEHTA (O). 5-4-187/3 & 4, III FLOOR SOHAM MANSIOM, M. G. ROAD SECUNDERABAD - 500 003.





GPA FOR PRESENTING DOCUMENTS:

MR. K. PRABHAKAR REDDY S/O. MR.K. PADMA REDDY 5-4187/3 & 4, 3RD FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.





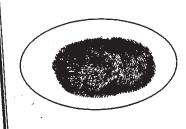
BUYER:

1. MR. KOMPELLA SRINIVAS S/O. LATE MR. K. S. SASTRI R/O. 118, F BLOCK SECTOR 41 NOIDA - 201 301.





2. MRS. K. V. S. RATNA W/O. MR. KOMPELLA SRINIVAS R/O. 118, F BLOCK SECTOR 41 NOIDA - 201 301



SIGNATURE OF WITNESSES:

1. VI. S. Mr. Swim

1 Homes

Partner

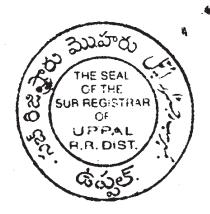
For Mehta and Modi Homes

Partner

SIGNATURE OF THE EXECU

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