

247

20258/06



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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7158
 Date 06/12/2006
 Name O. Phani Kumar
 S/o. D/o. A. N. Murthy
 For Whom Mehta & Modi Homes

K. SRINIVAS
 S.V.L. No. 26/98, R.No. 39/200.
 City Civil Court,
 SECUNDERABAD

AGREEMENT FOR DEVELOPMENT CHARGES

This Agreement for Development charges made and executed on this the 22 day of December 2006 at Secunderabad by and between:

M/s. Mehta & Modi Homes, a registered partnership firm having its registered office at 44-187/3&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, executors / nominees / assignee etc.)

AND

MR. JANDHYALA VENKATA DAKSHINA MURTHY, SON OF MR. J. L. KANTA RAO, aged about 53 years, residing at 401, Gayathri Apartments, 1-1-538, Annex to Balaji Towers, Gandhinagar, Hyderabad – 500 080, 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

[Signature] Partner *[Signature]* Partner

Certified that the stamp duty borne by this document is denoted w/s 16 of I.S. Act on the subsequent Sale deed registered as No. 20256 of 2006.....at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR

WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 22-12-06 for purchase of a bungalow along with an identifiable plot of land (plot no.247) 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.247 admeasuring 288 sq. yds. under a Sale Deed dated 22-12-06 registered as document no. 20258 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 FOR DEVELOPMENT CHARGES WITNESSETH AS UNDER:

1. The Buyer has agreed to pay in advance a sum of Rs. 14,96,000/- (Rupees Fourteen Lakhs Ninety Six 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 above said development charges of Rs. 14,96,000/- (Rupees Fourteen Lakhs Ninety Six Thousand Only) in the following manner:

Installment	Due date for Payment	Amount (Rs.)
I	5 th December 2006	12,22,000/-
II	Within 7 days of casting 1 st slab	2,74,000/-

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 Mehta and Modi Homes For Mehta and Modi Homes


Partner


Partner



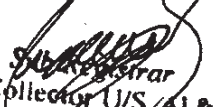
20258
 30 NOV 2014
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 30/11/2014

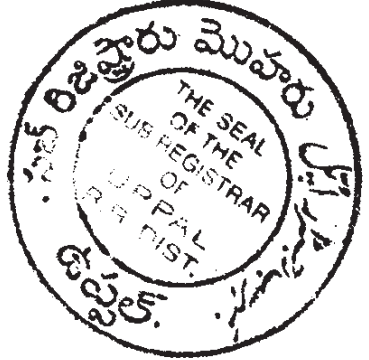
Certified that the stamp duty borne by this document is denoted u/s 16 of I.S. Act or the subsequent Sale deed registered as No. 20258 of 2004 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


 SUB-REGISTRAR

Instrument Under Section 42 of Act 11 of 1956
 No. 20258 of 2004 Date 22/12/14

I hereby certify that the proper deficit stamp duty of Rs. 16860 Rupees Eight thousand eight hundred sixty only has been levied in respect of this instrument from Sri. Saham Modi on the basis of the agreed Market Value consideration of Rs. 1696000 being higher than the consideration agreed Market Value.


 Sub-Registrar and Collector U/S 41 & 42 of INDIAN STAMP ACT
 S.R.O. Uppal dated 22/12/14



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. 247 admeasuring about 288 sq. yds. forming part of Sy. No. 291, situated at Block No. 2, Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

North : Plot No. 246
South Plot No. 248
East 40' wide road
West Plot No. 265

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:

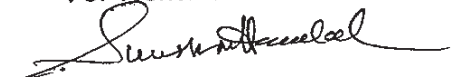
WITNESS:

1. J.L. Annapurna
2. P Mahalaxmi Devi

For Mehta and Modi Homes


(Soham Modi)
BUILDER Partner

For Mehta and Modi Homes


Partner

(Suresh U. Mehta)
BUILDER



BUYER.

Certified that the stamp duty borne by ~~this~~
document is denoted u/s 16 of I.S. Act
on the subsequent Sale deed registered
as No. 2025K of 2006at
S.R.O: Uppal and no refund of stamp duty
can be claimed on this stamp.


SUB-REGISTRAR

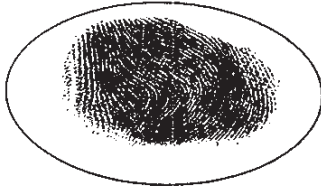
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT
IN BLACK
(LEFT THUMB)

PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

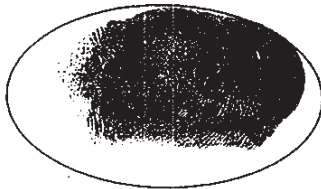
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER



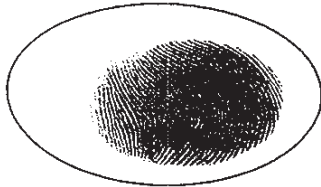
VENDOR:

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

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

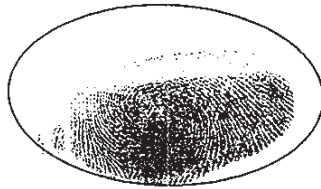


2. MR. SURESH U. MEHTA
S/O. LATE UTTAMLAL MEHTA
(O). 5-4-187/3 & 4, III FLOOR
SOHAM MANSION, M. G. ROAD
SECUNDERABAD - 500 003.



GPA FOR PRESENTING DOCUMENTS:

MR. K. PRABHAKAR REDDY
S/O. MR. K. PADMA REDDY
(O). 5-4-187/3 & 4, 3RD FLOOR
SOHAM MANSION
M. G. ROAD
SECUNDERABAD - 003.



BUYER:

MR. JANDHYALA VENKATA DAKSHINA MURTHY
S/O. MR. J. L. KANTA RAO
R/O. 401, GAYATHRI APARTMENTS
1-1-538, ANNEX TO BALAJI TOWERS
GANDHINAGAR
HYDERABAD - 500 080.

SIGNATURE OF WITNESSES:

1. J-L Annapurna
2. P. Mahalaxmi Devi

For Mehta and Modi Homes

[Signature]
Partner

For Mehta and Modi Homes

[Signature]
Partner

SIGNATURE OF EXECUTANTS

[Signature]

Certified that the stamp duty borne by this document is denoted u/s 16 of U.S. Act on the subsequent Sale deed registered as No. 20756 of 2006at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR