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K 287954

Date : 03-07-2008

Serial No : 26,733

Denomination: 100

Purchased By :

G. VENKATESH S/O G.A. RAO

SECEAD

For Whom:

MODI & MODI CONSTRUCTIONS

SECEAD

Sub Registrar

Ex.Officio Stamp Vendor G.S.O., C&IG Office, Hyd

AGREEMENT FOR LAND DEVELOPMENT CHARGES

This Agreement is made and executed on this the ______ day of Feb. 2009 at Secunderabad by and between:

MS. MODI & MODI CONSTRUCTIONS a registered partnership firm having its office at 5-4-187/3&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 38 years, Occupation: Business, hereinafter referred to as the Builder (which term shall assignees, etc.)

AND

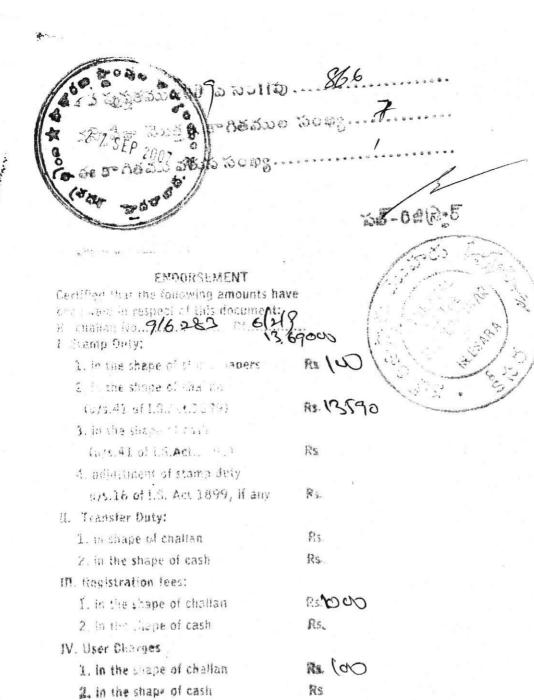
MRS. SHREYA MODY, WIFE OF MR. SAMIR MODY aged about 42 years, residing at Flat No. 402, Mangal Kunj, 4th Floor, A-wing, 2, Mount Plesent Road, Mumbai-06, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MODI & MODI CONSTRUCTIONS

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WHEREAS:

- A) The Buyer has entered into an Agreement of Sale dated 02nd July 2008 for purchase of a house along with an identifiable plot of land (plot no. 94) in the project known as Nilgiri Homes, situated at Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara 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. 94 admeasuring 117 sq. yds. under a Sale Deed dated 5.02.09 registered as document no. 865/69 in the Office of the Sub-Registrar, Keesara, R. R. District. 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. 13,69,000/- (Rupees Thirteen Lakhs Sixty Nine 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 paid to the Builder the above said amount for development charges of 13,69,000/- (Rupees Thirteen Lakhs Sixty Nine Thousand Only), which is admitted and acknowledged the receipt.
- 3. 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.
- 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 1 month from the due date.

For MODI & MODI CONSTRUCTIONS
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- 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 house 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.
- 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. 14, 690/- is paid by way of challan No. 914283, dated 6.2-57, drawn on SBH, Keesara Branch, R. R. District.

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SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 94 admeasuring about 117 sq. yds. forming part of Sy. No. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, hereto, bounded on:

North

Park

South

Plot No. 93

East

30' wide road

West

Plot No. 89

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.

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FOR MODI & MODI CONSTRUCTIONS

(Soham Modi)

BUILDER

BUYER

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

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FINGER PRINT
IN BLACK
(LEFT THUMB)

PASSPORT SIZE

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





BUILDER:

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

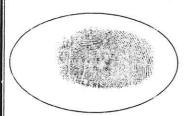
MR. SOHAM MODI S/O. MR. SATISH MODI





SPA FOR PRESENTING DOCUMENTS:

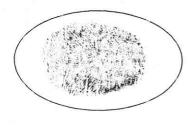
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003.





BUYER:

MRS. SHREYA MODY W/O MR. SAMIR MODY R/O. FLAT NO. 402, MANGAL KUNJ, 4TH FLOOR, A-WING, 2, MOUNT PLESENT ROAD, MUMBAI-06





REPRESENTATIVE:

MR. LAXMICANAH

RJO. S-4-180 13 & Y

M. G. ROAD

SEC BOND.

SIGNATURE OF WITNESSES:

1.

2. B. Ren

FOR MODI & MODI CONSTRUCTIONS

SIGNATURE OF EXECUTARION

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. ______, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

भारत सरकार GOVT. OF INDIA





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च्याई लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADNPM6365J

नाम MAME SHREYA SAMIR MODY

विता का नाम /FATHER'S NAME PRAMODCHANDRA MODY

जन्म तिथि /DATE OF BIRTH 18-05-1966

हस्ताक्षर /SIGNATURE

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आयकर निदेशक (पद्धति) DIRECTOR OF INCOME TAX (SYSTEMS)



इस काई के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को मूचित / वापम कर दें आयकर आयुक्त (कल्प्युटर केन्द्र), सी-13, प्रत्यक्षकर भवन, बांत्रा-कुर्ला कॉम्प्लेक्स, मुंबई - 400 051.

In case this card is lost/found, kindly inform/return to the issuing authority: Commissioner of Income-Tax (Computer Operations), C-13, Pratyakshakar Bhavan, Bandra-Kurla Complex, Mumbai - 400 051.