



Owned & Developed by: MODI FARM HOUSE (Hyderabad) LLP



Head Office: 5-4-187/3&4, II Floor, M G Road,
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No. 1071

Name of Purchaser:	Mr. VANDANA KISHOR MAHARAJ / Mr. Harikrishna		
Name of father / spouse:	Mr. M. Lakshminarayana	Age	82 years
Address:	Plot No. 733, Street No. 27, 1st Stage, Suburban Area, Colony, Miyapur, Hyderabad - 50		
Occupation:	Housewife		
Phone	Office	Home	8790073680
	Mobile	Email	brinivas.maharaj@gmail.com
Farm No.	26	Area	2420 Sq. Yds.
Unit type	☐ Cottage – 400 sft ☒ Villa – 1,000 sft		
Total Consideration:	Rs. 29,20,000/-		
(in words)	Rupees. Twenty nine lakhs twenty thousand only		
Payment Terms	Booking Amount	Rs. 25000/-	Receipt no. & date: 1030 14/8/17.
Installment No.	Due Date	Amount	
I installment	Rs. 2,00,000/- within 15 days of booking.	2,00,000/-	
II installment	30% of sale consideration within 30 days of booking.	6,45,000/-	
III installment	35% on execution of sale deed for land within 90 days of booking.	3,85,000/-	
IV installment	10% on completion of RCC works.	3,85,000/-	
V installment	7.5% on completion of brick work and plastering	4,30,000/-	
VI installment	5% on completion of flooring, bathroom tiles, doors, windows & first coat of paint.	3,22,000/-	
VII installment	On completion - balance amount.	3,28,000/-	
Remarks	On completion - 2,00,000/-		
PPT No.	135		

I HEREBY DECLARE THAT I HAVE GONE THROUGH AND UNDERSTOOD THE TERMS AND CONDITIONS MENTIONED OVERLEAF AND SHALL ABIDE BY THE SAME

Date: 11/8/12

Signature of Purchaser: [Signature]

Place: Miraflores

For Modi Properties & Investments Pvt. Ltd.

Booked by: M. J. S. C. A.

Signature: _____

Name: G. KAMRER

Note: Modi Farm House(Hyderabad) LLP, a subsidiary/associate firm of M/s. Modi Properties & Investments Pvt. Ltd is the Principal Owner & Developer of Serene Farms. The construction of the farmhouse on each farm is proposed to be taken up by M/s. Serene Constructions LLP. M/s. Serene Clubs and Resorts LLP shall own and develop the clubhouse. All payments shall be made directly in favour of M/s. Modi Farm House (Hyderabad) LLP or as directed from time to time to M/s. Serene Constructions LLP and M/s. Serene Clubs & Resorts LLP. The term Builder shall mean and include Modi Properties & Investments Pvt. Ltd., M/s. Modi Farm House (Hyderabad) LLP & M/s. Serene Constructions LLP.

TERMS AND CONDITIONS:

1. NATURE OF BOOKING:

- 1.1 This is a provisional booking for a farmhouse mentioned overleaf in the project known as Serene Farms.
- 1.2 The provisional booking does not convey in favour of Purchaser any right, title or interest of whatsoever nature unless and until required documents such as Memorandum of Understanding (MOU) / Sale Deed / Agreement of Construction, etc., are executed.
- 1.3 The Purchaser shall execute the required documents within a period of 15 days from the date of booking along with payment of the 1st installment mentioned overleaf. In case, the Purchaser fails to do so then this provisional booking shall stand cancelled and the Builder shall be entitled to deduct cancellation charges as mentioned herein.
- 1.4 The farm land shall be divided into two parts. The first part on about 15% to 20% of the land shall be used for a villa/cottage, gate, parking, lawns, fruit trees & vegetable garden. This shall be for the personal use of the Purchaser. Produce from the fruit trees and vegetables shall be for personal consumption of Purchaser.
- 1.5 On the balance portion of land of about 80% to 85% M/s. Modi Farm House (Hyderabad) LLP shall develop and maintain a plantation of its choice and design, at its risk and cost. M/s. Modi Farm House (Hyderabad) LLP shall be entitled to sell the produce from the plantation activity for a period of 12 years (ending on 31st March, 2027) to recover its expenses of development and maintenance of the said plantation. Purchaser shall not raise any objection on this count. The purchaser shall be handed over a fully developed/functional plantation at the end of the said period free of charge.
- 1.6 M/s. Serene Constructions LLP shall construct the cottage/villa for the Purchaser on their farm. Payment for such constructions shall be made to it by the Purchaser.
- 1.7 M/s. Serene Clubs and Resorts LLP shall be the owner and developer of the clubhouse along with amenities appurtenant to it. The Purchaser shall pay membership charges and annual subscription fees to it as prescribed from time to time.
- 1.8 The rights and obligations of M/s. Modi Farm House (Hyderabad) LLP, M/s. Serene Constructions LLP, M/s. Serene Clubs & Resorts LLP and the Purchaser shall be clearly laid out in the MOU between them.

2. TOTAL CONSIDERATION:

- 2.1 The total consideration mentioned herein is a consolidated amount and shall be paid as follows:
- 2.2 Cost of construction of villa/cottage @ Rs. 720/- per sq ft to M/s. Serene Constructions LLP.
- 2.3 Water, electricity & generator backup charges of Rs. 50,000/- per farm to M/s. Serene Constructions LLP.
- 2.4 For any additions, alterations, furnitures, fixtures, servant quarter, etc., at a mutually agreed additional cost to M/s. Serene Constructions LLP.
- 2.5 Clubhouse membership charges of Rs. 1,00,000/- to M/s. Serene Clubs & Resorts LLP. Annual subscription charges of Rs. 1,200/- per annum shall also be payable to it at the beginning of each calendar year.
- 2.6 Balance consideration to be paid to M/s. Serene Farm House (Hyderabad) LLP.

3. REGISTRATION & OTHER CHARGES:

- 3.1 Registration Charges, Stamp Duty and incidental expenses thereto as applicable at the time of registration shall be extra and is to be borne by the Purchaser.
- 3.2 Service Tax & VAT as applicable from time to time shall be extra and are to be borne by the Purchaser.

4. MODE OF PAYMENT:

- 4.1 All payments from outstation locations are to be paid through DEMAND DRAFTS only. Demand Drafts / Local Cheques are to be made payable to M/s. Modi Farm House (Hyderabad) LLP. Cash payment shall not be accepted. The Purchaser must insist on a duly signed receipt from authorized personnel having photo identity cards.

5. DELAYED PAYMENTS:

- 5.1 Simple interest at the rate of 1.5% per month shall be charged on all delayed payments of installments. The rate of interest to be paid along with delayed installments is Rs. 1.50 per Rs. 100/- per month.

6. HOUSING LOANS:

- 6.1 The Purchaser at his/her discretion and cost may avail housing loan or any other loan from bank / financial institution. The Purchaser shall endeavor to obtain necessary loan sanctions 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 Purchaser for whatsoever reason. The payment of installments to the Builder shall not be linked to the housing loan availed / to be availed by the Purchaser.

7. CANCELLATION CHARGES:

- 7.1 In case of default mentioned in clause 1.3 above, the cancellation charges shall be Rs. 25,000/-.
- 7.2 In case of failure of the Purchaser to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Builder in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-.
- 7.3 In case of request for cancellation in writing within 60 days of this provisional booking, the cancellation charges shall be 50,000/-.
- 7.4 In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed sale consideration.

8. OTHER CONSEQUENCES UPON CANCELLATION:

- 8.1 The Purchaser shall re-convey and redeliver the possession of the Farm house in favour of the Builder at his/her cost free from all encumbrances, charges, claims, interests etc., of whatsoever nature.

9. ADDITIONS & ALTERATIONS:

- 9.1 Cost of any additions and alterations made over and above specifications mentioned in the brochure at the request of the Purchaser shall be charged extra.
- 9.2 All the farm houses in M/s. Modi Farm House (Hyderabad) LLP shall have a similar elevation, colour scheme, compound wall, landscaping, trees, etc. No Purchaser shall be allowed to alter any portion of the farm house that may change its external appearance without due authorization from the Builder for an initial period of about 12 years i.e., upto 31st March, 2027.

10. BROKERAGE COMMISSION:

- 10.1 The Builder has not appointed any other agents for marketing and/or obtaining loans. No brokerage commission or any other charges shall be payable to any employee of the company.

11. MEMBERSHIP OF ASSOCIATION / SOCIETY:

- 11.1 The Purchaser shall become a member of Serene Farms Owners Association which shall be formed to look after the maintenance of Serene Farms and abide by its rules.
- 11.2 The Purchaser shall pay a sum of Rs. 25,000/- by way of deposit in favour of Serene Farms Owners Association towards corpus fund at the time of taking possession of the completed farm house.
- 11.3 The Purchaser shall pay monthly maintenance charges for housekeeping services, gardening services, common area water and electricity charges, security services, etc., to M/s. Serene Farms Owners Association, tentatively fixed at Rs. 3,500/- per month from the date of completion of the villa.

12. POSSESSION:

- 12.1 The Purchaser on execution of the required documents as stated herein shall re-deliver the possession of the land to the Builder for enabling it to construct the farm house.
- 12.2 The Builder shall deliver the possession of the completed farm house together with land to the Purchaser only on payment of all dues to the Builder.

13. OTHER TERMS & CONDITIONS

- 13.1 Other Terms & Conditions mentioned in MOU, Sale Deed, Agreement of construction, etc. shall apply.
- 13.2 In case, the Farm house is completed before the scheduled date of completion, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned herein.
- 13.3 This booking is not transferable.