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For Whom MIS Mod

G. Padma Sico 794568

G. PADMASREE

STAMP VENDOR L. No. 28/2007 5-103/2. Balaji Nagar Colony, Nagaram (V) Kaesara (M) R. R. Disto Under S.R.O. Shamupet.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 19 day of November 2007 at Secunderabad by and between:

M/S. MODI VENTURES, 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 37 years, Occupation: Business. hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

- 1. MR. ANNAMALAI ESWAR GANESH SON OF MR. A. ANNAMALAI, aged about 30 years.
- 2. MRS. FSWAR MADHAVEE, WIFE OF MR. ANNAMALAI ESWAR GANESH, aged about 29 years, both are residing at Plot No. 81, Shakti Sai Nagar, Mallapur, Hyderabad -500 076, 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 VENTURES

Partner

1. Sowar Grande

Page 1



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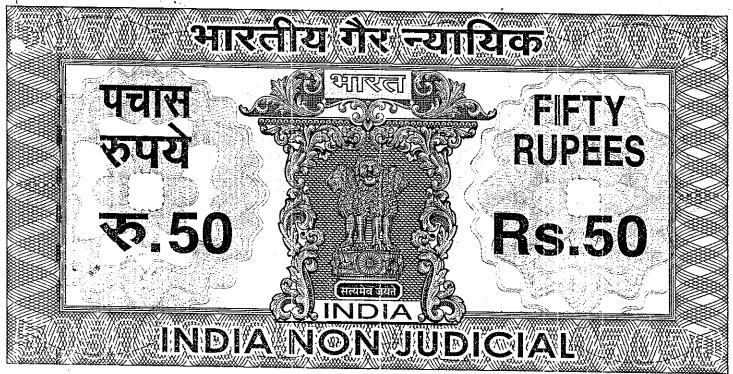
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G. PADMASREE

STAMP VENEOR L. No. 28/2007 5-103/v. Batajr Negar - clony. Nagarani (V) Kaesara (M) R. R. Dist, Under S.R.O. Shamirpet.

WHEREAS:

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- Aff The Buyer under a Sale Deed dated 19.11. 2007 has purchased a deluxe apartment bearing no. 110', on the first floor in block no. 'A', admeasuring 485 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:

 - a. Proportionate undivided share of land to the extent of 29.83 sq. yds.
 b. A reserved two wheeler parking space bearing no. 10 admeasuring about 15 sft. This Sale Deed is registered as document no. 440/2007 in the office of the Sub-Registrar, Kapra, R. F. District. This Sale Deed was executed subject to the condition that the Buyer shall anter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- C The Buyer as stated above had already purchased the Deluxe apartment bearing no. 110 on first floor in Block 'A' and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.

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EMPORSEMENT

Certified that the following amounts have been paid in respect of this document:

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- in the shape of stamp goders 3. In the shape of cod: (671.41 of 1.5.45t.1899) Rs.
- 4. adjustment of stamp duty u/s.16 of I.S. Act.1899, If any Rs.

Total

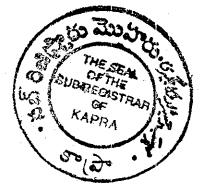
II: Transfer Duty:

- 1. in shape of challen
- 2. in the shape of cash
- M. Ragistration fees:
 - 1. in the shape of challan
 - 2. in the shape of cash

IV. User Charges

- 1. in the shape of chadlan
- 2. in the shape of cash

Rs.



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D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

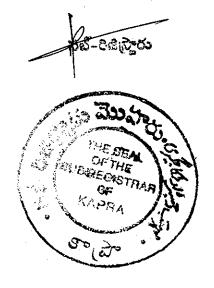
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a semi-finished deluxe apartment bearing no. 110 on the first floor in block no. 'A' admeasuring 485 sft. of super built up area and undivided share of land to the extent of 29.83 sq. yds. A reserved two wheeler parking bearing no. 10 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,97,000/- (Rupees Three Lakhs Ninety Seven Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 3,97,000/- (Rupees Three Lakhs Ninety Seven Thousand Only) before entering into this agreement and the Builder as admitted and acknowledged and receipt for above said consideration.
- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. 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.
- 5. 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.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 110 on first floor in Block 'A' to the Builder for the purposes of completion of construction of the apartment.
- 7. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.

For MODI VENTURES

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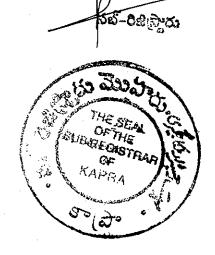


- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st December 2007 provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
- 10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 11. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
- 12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 13. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 14. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Gulmohar Gardens project.
- 15. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Gulmohar Gardens project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
- 16. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.

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- 17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
- 18. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
- 20. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 21. 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.
- 22. 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.
- 23. Stamp duty and Registration amount of Rs. 4965=/- is paid by way of challan No. 705087, dated 10.11.02, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 3970=/- by way of Payorder No. 136789, drawn on HDFC Bank, S. D. Road Branch, Secunderabad. 51.12-11.02.

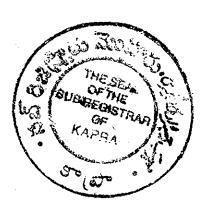
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For MODIVENTURES M.

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SCHEDULE 'A' SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, situated at situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95	-
South By	40' side road (Shakti Sai Nagar road)	
East By	Shakti Sai Nagar Colony	10.000
West By	Sy. No. 92	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 110 on the first floor, in block no. 'A', admeasuring 485 sft. of super built up area together with proportionate undivided share of land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 10, admeasuring about 15 sft., in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor	
South By	Open to sky	
East By	Flat No. 109	
West By	Flat No. 111	

WITNESSES:

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SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	
Structure	RCC	DCC	Apartment
Walls	4"/6" solid cement	RCC	RCC
,, m,	blocks	4"/6" solid cement	4"/6" solid cement
External painting	Exterior emulsion	blocks	blocks
Internal painting		Exterior emulsion	Exterior emulsion
	Sponge finish with OBD	Smooth finish with OBD	Smooth finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble files
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors – moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 72 dado	Designer ceramic tiles with 7" dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Branded CP fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

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2.

BULL DIERRIES

BUYER.

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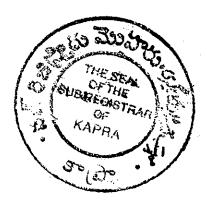


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IN SURVEY NOS.	93, 94 & 95	SITUATED AT
	MAŁLAPUR VILLAGE, UPPAL	MANDAL, R.R. LIST.
BUILDER:	M/S. MODI VENTURES REPRESENTED BY ITS PARTNER	
	SRI SOHAM MODI SON OF SRI SATISH MODI	
BUYER:	1. MR. ANNAMALAI ESWAR GANESH SON OF MR. A. ANN	NAMALAI
	2. MRS. ESWAR MADHAVEE, WIFE OF MR. ANNAMALAI I	ESWAR GANESH
REFERENCE: AREA: 29.8	SCALE: INCL: 33 SQ. YDS. OR SQ. MTRS.	EXCL:
Total Built-up Area = Out of U/S of Land = 6 wide corridor	## Ac. 4-00 Gts. Flat No. 109 Wilder State Sta	N STATE OF THE PROPERTY OF THE
<u>WITNESSES:</u> 1. 2.	t.	SIG. OF THE BUILDER SIG. OF THE BUYER

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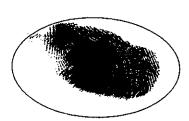
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POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD – 500 003.
BOTH REPRESENTED BY
SRI SOHAM MODI
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GPA FOR PRESENTING DOCUMENTS:

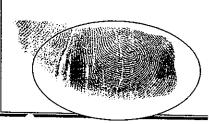
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003.





BUYER:

1. MR. ANNAMALAI ESWAR GANESH S/O. MR. A. ANNAMALAI R/O. PLOT NO. 81 SHAKTI SAI NAGAR MALLAPUR HYDERABAD - 500 076.





2. MRS. ESWAR MADHAVEE W/O. MR. ANNAMALAI ESWAR GANESH R/O. PLOT NO. 81 SHAKTI SAI NAGAR MALLAPUR HYDERABAD - 500 076.

SIGNATURE OF WITNESSES:

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2.

A C

Partner

SIGNATURE OF EXECUTANTS







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PRABHAKAR REDDY K PADER REDDY 2-3-64/19/24 JAISWOL BARDEN AHBERPET HYDERABNO

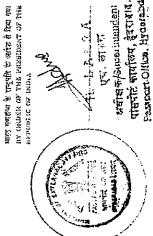
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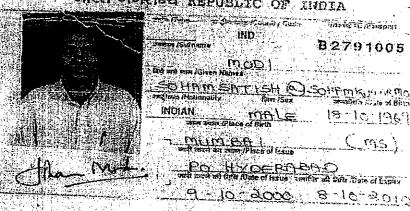
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For MODI VENS

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PERMANENT ACCOUNT NUMBER

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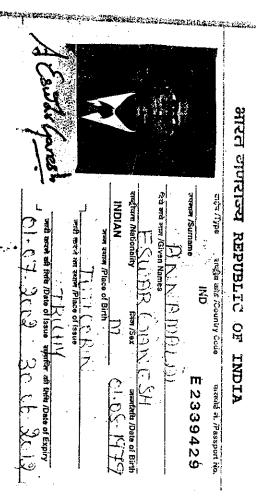
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ఈ కాగికపు వరున సంఖ్య	

WANTED STATES







भारत गणराज्य REPUBLIC OF INDIA



इसके द्वारा, मारत गणराज्य है, शुलुआत के मान पर, उस सब से दिनका इस बात से सरोकार हो, यह प्रार्थना एवं अपेक्षा की कानों है कि वे वक्ता को किना संक्रात्तीक, आज़ादी से आने-जाने दें, और उसे हर तरह की पूर्ता सहायका और मुख्या प्रदान करें िसकी उसे आदश्यकता हो ।

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS PRESELY WITHOUT LET OR MINDRANCS, AND TO AFFORD HIMOR HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED,

भारत गंगसन्त्र के सम्द्रपति के आदेश से दिया गया अर समुक्ता कर उसके सन्दरमान्त्रण कर उसके REPUBLIC OF INDIA

Passport Officer

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जारी करने की तिथि /Date of Issue 25/10/2004

समादित की लिधि /Date of Expiry 24/10/2014

HYDERABAD FEROZPURE PUNJAB



MADHAVI

राष्ट्रीयता /Nationality

04/02/1976

जम्बासिध /Date of Birth

ਵਿਧੇ ਤਾਬੇ ਸਮਾ /Given Names



ESWAR

उपनाम /Surname

राष्ट्रीय काङ /Country Code

पारकोर्ट मं. /Passport No. 1164304

HIRA TOTAL REPUBLIC OF INDIA ziści / Type



इसके द्वारा, भारत गणराज्य के अष्ट्रपति के नाथ पर, उन सब में जिनका इस बात से सरोकार हो, यह प्रार्थना एवं अपेडा टी जाती है कि वे वाहक को बिना राक-टोक, अज़ादी से आने-जाने दें, और उसे हर तरह थी ऐसी सञ्जयता और गुरका प्रदान वरें जिसकी उसे आवश्यकता हो ।

THESE ARE TO REQUEST AND REQUIRE IN THE COME OF THE PRESIDENT OF THE REPUBLIC OF MIDIA ALL THOSE COMET IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY COMET OF CONTROL HINDRANCE, AND TO AFFORD HIM OR HER, EVERY AS PANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN FOR A STAND IN FOR THE PROTECTION OF WHICH HE OR SHE MAY STAND OF THE PROTECTION O

भारत गंगराज्य के राष्ट्रपति है। जादेश से दिया गया BY ORDER OF THE PROMODER'S OF THE REPUBLIC OF INDIA

BETTATE HYDERADED.



कृते पात्रपोट अधिकारी For Passport Officer

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