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P 365016

Dato: 10-09-2008 Serial No:

G. VENKATESH S/O G.A. RAO

SECBAD

For Whom :

MODI VENTURES

SECRAD

#### AGREEMENT FOR CONSTRUCTION

Denomination :

This Agreement for Construction is made and executed on this the 10 day of November 2008 at Secunderabad by and between:

MS. 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 38 years, Occupation: Business, heteinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

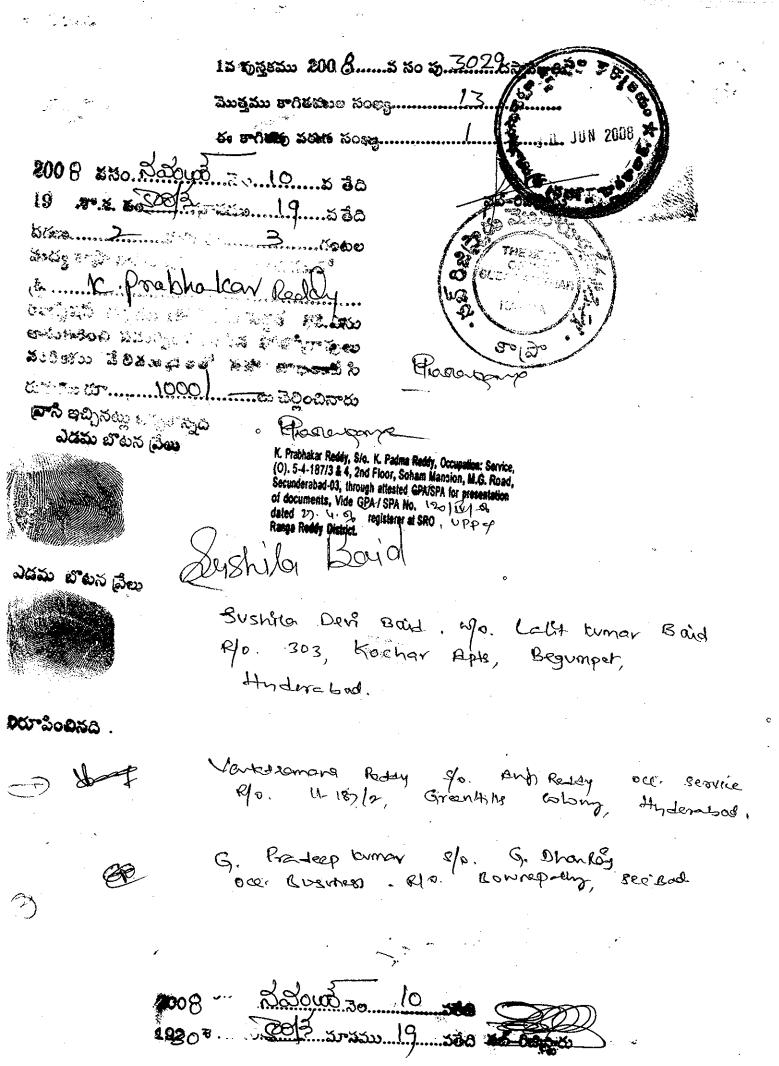
AND

MRS. SUSHILA DEVI BAID, WIFE OF MR. LALIT KUMAR BAID, aged about 51 years, residing at Flat No. 303, Kochar Apartments, Begumpet, Hyderabad - 500 016, 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 MODIVENTURES

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Page 1



#### WHEREAS:

- A. The Buyer under a Sale Deed dated 10.11.08 has purchased a deluxe apartment bearing no. 313, on the third floor in block no. 'A', admeasuring 1300 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 79.95 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 43 admeasuring about 15 sft.
  - c. A reserved car parking for space bearing no. 33, admeasuring about 100 Sft
    This Sale Deed is registered as document no. 3028/08 in the office of the Sub-Registrar, Kapra, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- B. 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. 313 on third 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.
- 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. 313 on the third floor in block no. 'A' admeasuring 1300 sft. of super built up area and undivided share of land to the extent of 79.95 sq. yds. and a reserved two wheeler and car parking for space bearing nos. 43 & 33 admeasuring about 15 and 100 sft. respectively. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,23,000/- (Rupees Three Lakhs Twenty Three Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 3,23,000/- (Rupees Three Lakhs Twenty Three Thousand Only) and the Builder admitted and acknowledged the 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.

For MODIVENTURES

Partner

Sughila Baid

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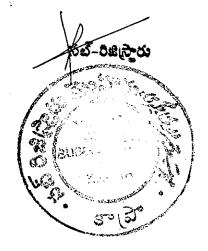
- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan 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. 313 on third 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.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 30<sup>th</sup> N0vember 2008, with a further grace period of 6 months 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.

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- 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.
- 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.

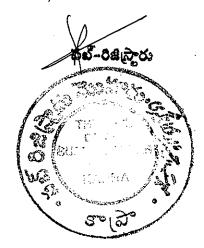
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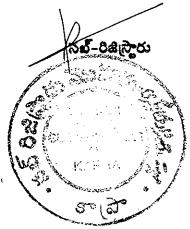
- 20. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 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. 9,800=/- is paid by way of challan No. 92511, dated 8-11.08, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 3,230=/- by way of Payorder No. 144951, dated 3.11.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

Sushila Baid

FOR MODITENTURES

Partner

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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	
West By	Sy. No. 92	

#### SCHEDULE 'B'

#### SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 313 on the third floor, in block no. 'A', admeasuring 1300 sft. of super built up area together with proportionate undivided share of land to the extent of 79.95 sq. yds. two wheeler and car on the stilt floor bearing nos. 43 & 33, admeasuring about 15 and 100 sft. respectively.,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	Flat No. 314.		
South By	Flat No. 312	0	
East By	6' wide corridor & Open to sky	-	
West By	Open to sky		9

WITNESSES:

1.

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For MODI VENTURES

Partner BUILDER

**BUYER** 

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## SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe
		-	Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blöcks	blocks	blocks o
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Smooth finish with OBD	Smooth finish with OBD
Flooring -	Mosaic	Ceramic Tiles	Marble slabs
Drawing &	•		
Dining			
Flooring -	Mosaic	Ceramic Tiles	Marble tiles
Bedrooms	No. 1. 2000 Block her. 1 House, were to a South		
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moulded main door,	Moulded main door,	All doors - moulded
	others flush doors	others flush doors	
Electrical	Copper wiring with	Copper wiring with	Copper wiring with
****	standard switches	modular switches	modular switches
Windows	Powder coated	Powder coated	Powder coated
	alumumshiing 🛸	aluminum sliding	aluminum sliding
D (1	windows with grills	windows with grills	windows with grills
Bathroom	Ceramic tiles with 7/	Designer ceramic tiles	Designer ceramic tiles
G :	dado	with 7 dados	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	Granite tiles, 2 ft	Gramte slab 2 ft/ceramic
	ceramic tiles dado; SS	ceramic tiles dado, SS	tiles dado, SS sink
771	Sinkerse	sink.	
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts	Loft in each bedroom &	Loft in each bedroom &	Loft in each bedroom &
	kitchen	kitchen	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:

1.

2.

BUYER.

BUILD Patner

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REGISTRATION	PLAN SH	IOWING FLAT NO. 3	13 IN BLOCK NO. 'A'	
`()	ON	THIRD FLOOR IN PROJE	CT KNOWN AS "GULMOHAR GAR	RDENS"
IN SURVEY NO	<b>3.</b> 93, 9	94 & 95		SITUATED A
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BUILDER:	M/S.	MODI VENTURES & SRI	SAI BUILDERS BOTH REPRESEN	ITED BY
	SRI	SOHAM MODI SON OF S	RI SATISH MODI	
BUYER:	MRS	S. SUSHILA DEVI BAID, W	/IFE OF MR. LALIT KUMAR BAID	
REFERENCE: AREA:	79.95	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Ar	ea = 1300	0 sft.		

Out of U/S of Land = Ac. 4-00 Gts.

6' wide corridor & Open to sky



Utility 378 % 7 7'-0'x9'-5' Store 4'6"x4'0" Aollet 7'0'x4'0"(E Diring 10'-0'x17'-0' Balcony 7'-0"wide

Open to sky

**WITNESSES:** 

Flat No. 314

FOR MODI

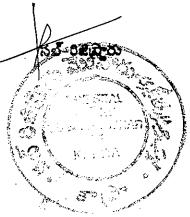
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Bushila Baid

SIG. OF THE BUYER

2.

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

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PHOTOGRAPH
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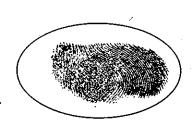
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PRESENTANT / SELLER / BUYER





## BUILDER:

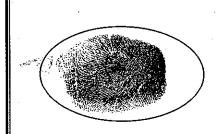
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M/S. SRI SAI BUILDERS
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD — 500 003.
BOTH REPRESENTED BY
SRI SOHAM MODI
SON OF SATISH MODI





#### **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:**

MRS. SUSHILA DEVI BAID W/O. MR. LALIT KUMAR BAID R/O. FLAT NO. 303, KOCHAR APARTMENTS, BEGUMPET, HYDERABAD - 500 016

#### **SIGNATURE OF WITNESSES:**

1.

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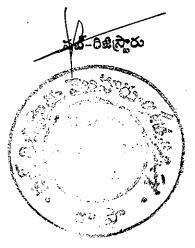
2.

(C)

Partner
SIGNATURE OF EXECUTANTS

Sustaila Boud SIGNATURE OF BUYER

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## Photographs and FingerPrints As per Section 32A of Registration Act 1908

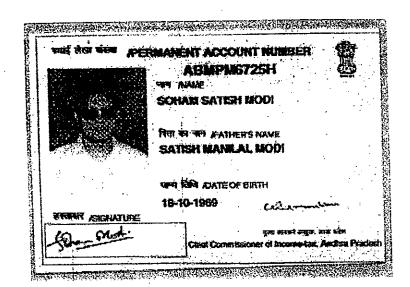
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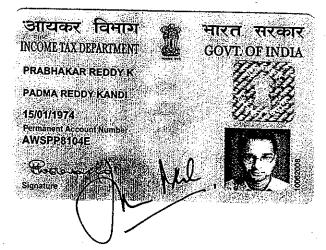
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SIN o.	Thumb Impression	Photo	Name and Address of the Party	PartySignat ure	
1	*SILSMIT LESS		(CL) SUSHILA DEVI BAID F.NO.303, KOCHAR AOT.,BEGUMPET, HYD	Soushila	Bai
2	Manual Enclosure	Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI H.NO.5-4- 187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD,SECUNDER ABAD.		
**************************************	HOLD:		(EX) K. PRABHAKAR REDDY (SPA HOLDER) H.NO.5-4- 187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD,SECUNDER ABAD.	Ason son	€

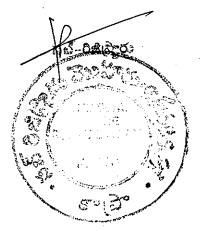
Witness Signatures Operator Signature Subregistrar Signature

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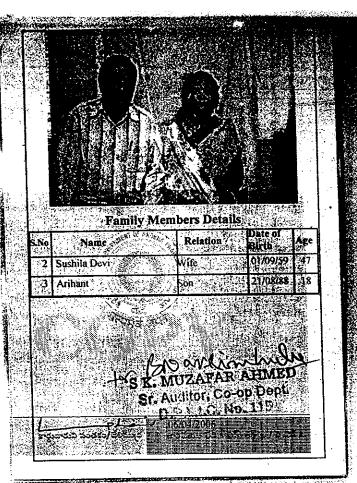




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#### HOUSEHOLD CARD

Card No F.P Shop No

PAP16789020055 902

పేరు

్టైద.లలీత కుమార్

Name of Head of

Household

: Baid.Lalit Kumar

తండ్రి/భర్త పేరు

Father/ Husband name: Late Ghewar Chand

තුළීනම්ධ/Date of Birth: 03/02/1950

వయస్సు/Age

వృత్తి /Occupation 🦪 : Employee-Private

ಇಂಟಿ.ನಂ./House No. : 1-11-249/1A.303

వీధి /Street

. KÖCHAR APARTMENTS

Colony

: BEGUMPET

Ward

F CELL : 🗝 ្ស / Ward- l

Circle

ి సర్కిల్ 8 / Circle VIII

ಜಿಲ್ಲ್ /District

್ತಿ ಕ್ಷಾಂಡರಾಬ್ಯ / Hyderabad

Annual Income (Rs.): 250.000

• 01800/(Single) LPG Consumer No.

LPG Dealer Name : Navratna Enterprises IOC

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#### <u>WITNESSES</u> NO

#### **Customer Relations Division**





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature:

\}<u>\_\_\_</u>

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address: 5-4-187/3&4, lind Floor, M.G Road, Secunderabad-500003.

Ph:040-66335551, 040-27544058 www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- The loss of the card must be reported to the Admin.Div.Immediately

#### WITNESSES NO. 2



इस कार्ड के खोने / पाने पर कृपया सूचित करें / लीटाएं : आयकर पैन सेवा इकाई. एन एस डी एल पहली मंजिल. टाईम्स टॉवर. कमला मिल्स कम्पाउंड, एस. बी. मार्ग. लोअर परेल. मुन्बई - 400 013.

If this card is lost / someone's lost card is found, please inform / return to : piease myorm / return to .
Income Tax PAN Services Unit, NSDL
Ist Floor, Times Tower,
Kamata-Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664. e-mail: tininfo@nsdl.co.in

వ పుస్తకము	200.8వ	నం పు.డెగి.డి.డిస్తావేజులు
మొత్తము కాగి	డముల <b>సంఖ్య</b> .	13

