

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ / ANDHRA PRADESH
 736ub
 15/12/2006
 CH. Rameth
 Managing Roo
 Modi Ventures

D 507819
 K. SRINIVAS
 J.V.L. No. 26/98, R.No. 39/2006
 City Civil Court,
 SECUNDERABAD


AGREEMENT FOR CONSTRUCTION

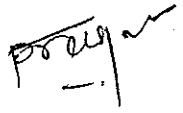
This Agreement for Construction is made and executed on this the 23rd day of December 2006 at Secunderabad by and between:

M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. PRASHANT JAIN, SON OF MR. C. K. JAIN, aged about 27 years, residing at 503, Balaji Pride Residency, Prasanthnagar, Uppal, Hyderabad - 500 039, 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



WHEREAS:

- A. The Buyer under a Sale Deed dated 21.12.2006 has purchased a semi-finished, semi-deluxe apartment bearing no. 405, on the fourth floor in block no. 'A', admeasuring 750 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- undivided share in scheduled land to the extent of 46.13 sq. yds.
 - a reserved two wheeler parking space bearing no. 50 admeasuring about 15 sft.
 - a reserved car parking space bearing no. 29 admeasuring about 100 sft.
- situated at Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District. This Sale Deed is registered as document no. 2037/2006, in the office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into an 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 semi-finished apartment bearing no. 405 on fourth floor in block no. '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:

- The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing no. 405 on the fourth floor in block no. 'A' admeasuring 750 sft. of super built up area and a reserved parking space for two wheeler bearing no.50, admeasuring about 15 sft, a reserved parking space for car bearing no. 29 admeasuring about 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 1,76,000/- (Rupees One Lakh Seventy Six Thousand Only).
- The Buyer shall pay to the Builder the above said consideration of Rs. 1,76,000/- (Rupees One Lakh Seventy Six Thousand Only). in the following manner:

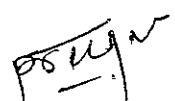
| Installment | Amount | Due date of payment |
|-------------|------------|--------------------------------|
| I | 39,665/- | 1 st October 2007 |
| II | 1,36,335/- | 31 st December 2007 |

- 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.

For MODI VENTURES



Partner

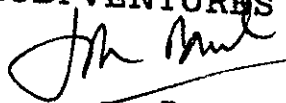


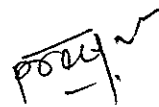
Certified that the stamp duty borne by this document is denoted u/s 16 of I.S. Act on the subsequent Sale deed registered as No. 20532 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR

4. 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.
5. The Buyer has handed over the vacant and peaceful possession of the semi-finished semi-deluxe apartment bearing no. 405 on fourth floor in block no. 'A' to the Builder for the purposes of completion of construction of the apartment.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

For MODI VENTURES


Partner



Certified that the contents herein of this document is deemed to be of U.S. and on the subsequent date filed registered as No. 2037 of 2006 at U.S.O. Uppal and no refund of stamp duty can be claimed on this stamp.

SUB REGISTRAR



11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.


For MODI VENTURES .



Partner



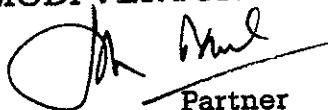
Certified that the stamp duty borne by this document is denoted w/s 16 of I.S. Act on the subsequent Sale deed registered as No. 20237 of 2006 at S.R.O. Uppai and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR

Partner

17. 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.
18. 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.
19. 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.
20. 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.
21. 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.

For MODI VENTURES


Partner

Handwritten initials/signature


SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION

| Item | Standard Apartment | Semi-deluxe Apartment | Deluxe Apartment |
|-----------------------------|--|--|--|
| Structure | RCC | RCC | RCC |
| Walls | 4"/6" solid cement blocks | 4"/6" solid cement blocks | 4"/6" solid cement blocks |
| External painting | Exterior emulsion | Exterior emulsion | Exterior emulsion |
| Internal painting | 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 tiles |
| 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 7' 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 |

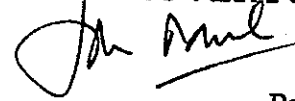
IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1. 

2. 

For MODI VENTURES



BUILDER Partner


BUYER

Certified that the stamp duty borne by this document is denoted as Rs. 15 of I.S. Act on the subsequent Sale deed registered as No. 2027 of 2002 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR

REGISTRATION PLAN SHOWING

SEMI-FINISHED FLAT NO. 405 IN BLOCK NO. 'A'

ON THE FOURTH FLOOR IN GULMOHAR GARDENS

IN SURVEY NOS. 93, 94 & 95

SITUATED AT

MALLAPUR VILLAGE, UPPAL

MANDAL, R.R. DIST.

BUILDER: M/S. MODI VENTURES REPRESENTED BY ITS PARTNER

SRI SOHAM MODI SON OF SRI SATISH MODI

BUYER: MR. PRASHANT JAIN, SON OF MR. C. K. JAIN

REFERENCE:
AREA: 46.13

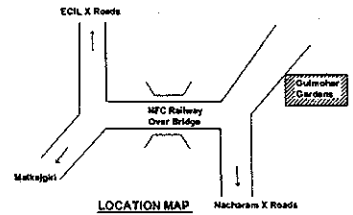
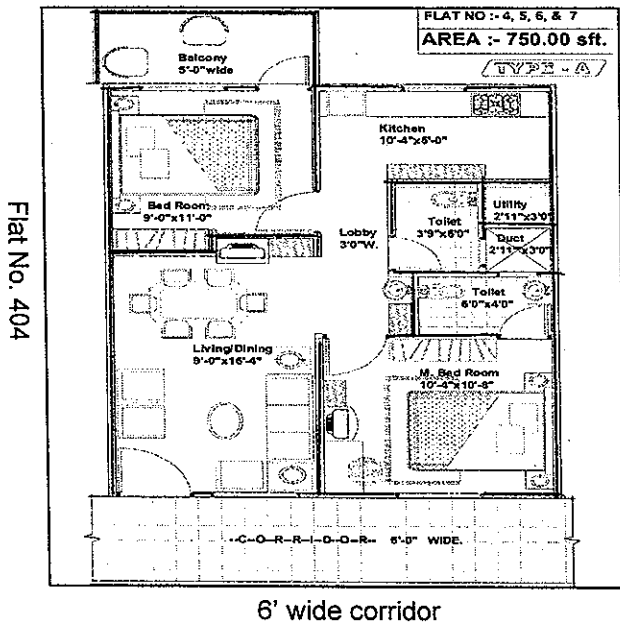
SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

EXCL:

Total Built-up Area = 750 sft.
Out of U/S of Land = Ac. 4-00 Gts.

Open to sky



WITNESSES:

- 1.
- 2.

For MODI VENTURES

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

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

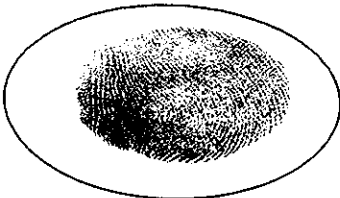
| SL.NO. | FINGER PRINT IN BLACK (LEFT THUMB) | PASSPORT SIZE PHOTOGRAPH BLACK & WHITE | NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER |
|--------|--|--|--|
|--------|--|--|--|



BUILDER:

M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
SECUNDERABAD - 500 003.

REPRESENTED BY ITS PARTNER
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:

MR. PRASHANT JAIN
S/O. MR. C. K. JAIN
R/O. 503, BALAJI PRIDE RESIDENCY
PRASANTHAGAR
UPPAL
HYDERABAD - 500 039.

SIGNATURE OF WITNESSES:

1.


2.

For MODI VENTURES

Partner

SIGNATURE OF EXECUTANTS

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. 20237 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR