

CS-1524

1467/08

B-112/1050  
A-1647

SPANNED



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

3761 *Whylag 100*  
 -----  
 S. VEENARATHA  
 -----  
 S. G. RAO  
 -----  
 MODI VENTURES

sec-BAO

*R. Chinnay*  
 P 531977  
**LEELA G CHIMALA**  
 STAMP VENDOR  
 N. 12/200-  
 5-4-76/A, Udaya Ranigund  
 SECUNDERABAD-500 003

CS-805

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the <sup>th</sup> 4 day of June 2008 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 38 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

MR. A. SHIVA PRASAD, SON OF MR. A. BASWARAJ, aged about 29 years, residing at 4-9-6, Flat No. 103 & 104, Surya Towers, HMT Nagar, Nacharam, 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

*Soham Modi*  
 \_\_\_\_\_  
 Partner

*Shiva Prasad*

18 వ పుస్తకము 2008 వ సం పు 1467

మొత్తము లాగితముల సంఖ్య.....12

ఈ లాగితపు పదున సంఖ్య.....1

2008 వ సం.....నెల.....వ తేది

1930 క్రా.శ. సం.....వ తేది

జనా.....గంటల

మధ్య.....ముతో

శ్రీ K. Prebhakar Reddy

అనునది.....

కుం. నం. 1000

నంద-రివిస్తారు



ప్రాణ ఇచ్చినట్లు ఒప్పుకొన్నది ఎడమ బొటన వ్రేలు

శ్రీ K. Prebhakar Reddy s/o. K.P. Reddy, occ: service  
 @ S-6-127/3 & 4, 2nd floor, Soham mansions,  
 M.G. Road, Sec'bad, through attested GPA for Presentation  
 of documents, vide GPA No. 120/24/06 at ceo, Uppal,  
 R.R.-dist.



ఎడమ బొటన వ్రేలు

శ్రీ

A. Shiva Prasad s/o. A. Baswaraj  
 R/o. 4-9-b, flat no. 103 & 104, Surya Towers,  
 HMT Nagar, Nacharem, Hyderabad - 076.



నిరూపించినది

V. Ramesh s/o V. Ramnarayana (Business)  
 R/o 16-11-16/N/52, Prashanth Nagar Colony,  
 Noolasambath, Hyd-36

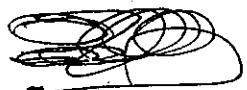
1. V. Ramesh

2. f. Pradeep

f. Pradeep Ho. f. Dhannaj occ: Service  
 R/o. 1-10-263, New Beneripally, Sec'bad.

2008 వ సం.....నెల.....వ తేది

1930 క్రా.శ. సం.....వ తేది



నంద-రివిస్తారు

WHEREAS:

- A. The Buyer under a Sale Deed dated 04.06.08 has purchased a standard apartment bearing no. 112, on the first floor in block no. 'B', admeasuring 485 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- Proportionate undivided share of land to the extent of 29.83 sq. yds.
  - A reserved two wheeler parking space 12 admeasuring about 15 sft.
- This Sale Deed is registered as document no. 1466/08, 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 standard apartment bearing no. 112 on first floor in Block 'B' 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-finished standard apartment bearing no. 112 on the first floor in block no. 'B' 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 nos. 12 admeasuring 15 sft. Respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 1,74,000/- (Rupees One Lakhs Seventy Four Thousand Only).
- The Buyer had paid to the Builder the above said consideration of Rs. 1,74,000/- (Rupees One Lakhs Seventy Four Thousand Only) and the Builder hereby admit and acknowledge the receipt for said consideration.
- 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 VENTURES

  
Partner



1వ పుస్తకము 200 ర్పి.....వ సం 1467 దస్తావేజులు  
 మొత్తము కాగితముల పంఖ్య..... 12  
 ఈ కాగితపు పదున నంఖ్య..... 2

*[Signature]*  
 నబ-రిజిస్ట్రారు

**ENDORSEMENT**

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

By challan No. 752-D.V.O. Dt. 4/6/08

**I. Stamp duty**

- 1. in the shape of stamp papers Rs. 100/-
- 2. in the shape of cash Rs. 165/-
- 3. in the shape of cash Rs. —
- 4. u/s. Section 193, if any Rs. —

**II. Transfer duty**

- 1. in the shape of stamp Rs. —
- 2. in the shape of cash Rs. —

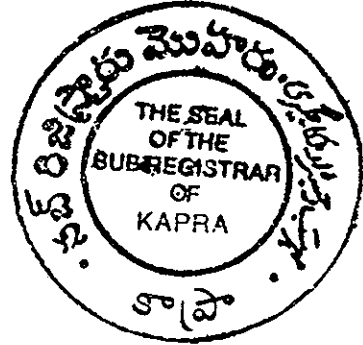
**III. Registration fees**

- 1. in the shape of challan Rs. 1000/-
- 2. in the shape of cash Rs. —

**IV. User Charges**

- 1. in the shape of challan Rs. 100/-
- 2. in the shape of cash Rs. —

Total Rs. 2845/-



*[Signature]*  
**SUB REGISTRAR**  
**KAPRA**

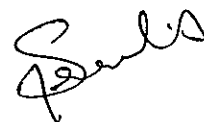
1వ పుస్తకము 200 ర్పి సం./ కా.న. 1820 వ  
 పుస్తకము నెంబరుగా రిజిస్టరు చేయబడి  
 స్టాంపు విమిక్తం ఉత్తింపు నెంబరు 1526 —  
 1-467...../200 ర్పి గా యివ్వబడ్డెనది  
 200 ర్పి సం. 2008 నెం. 4 వ తేది

*[Signature]*  
 నబ-రిజిస్ట్రారు

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 apartment bearing no. 112 on first floor in Block 'B' 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 30<sup>th</sup> June 2008 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

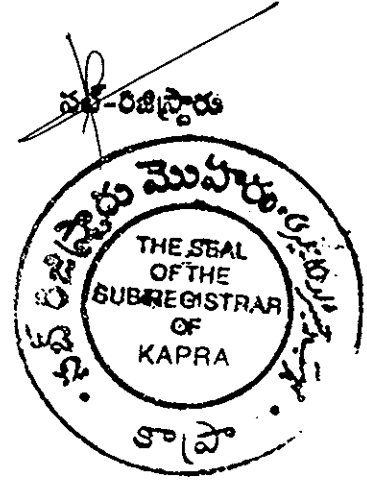
  
Partner



1వ పుస్తకము 200 ర్శి.....వ సం పు.....1467 దస్తావేజులు

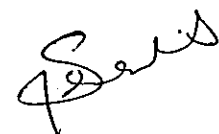
మొత్తము కారితముల సంఖ్య.....12.....

ఈ కారితపు వరుస సంఖ్య.....2.....



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.
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.

For MODI VENTURES  
  
Partner



1వ పుస్తకము 2007.....వ సం పు..11.6.7.దస్తావేజులు

మొత్తము కాగితముల సంఖ్య.....12.....

ఈ కాగితపు పదున సంఖ్య.....4.....

సబ్-రిజిస్ట్రారు

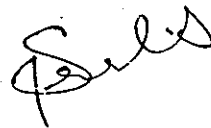




18. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
19. In case of any dispute 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.
22. Stamp duty and Registration amount of Rs. 2745-00/- is paid by way of challan No. 752042, dated 04.06.08, drawn on SBH, Kushaiguda Branch, Hyderabad VAT paid an amount of Rs. 1745/- by way of Payorder No. 141051, dated 03.06.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MODI VENTURES

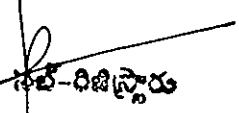
  
Partner



1వ పుస్తకము 2000.....వ సం వు 1967.....దస్తవేతలు

మొత్తము కాగితముల సంఖ్య..... 12

ఈ కాగితపు పరుస సంఖ్య..... 5

  
సబ్-రిజిస్ట్రారు



SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, 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'


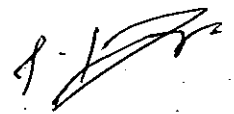
SCHEDULE OF APARTMENT

All that portion forming semi-finished standard apartment no. 112 on the first floor in block no. 'B', 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. 12, admeasuring about 15 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	6' wide corridor
South By	Open to sky
East By	Flat No. 111
West By	Flat No. 113


IN WITNESSES WHEREOF this Construction Agreement 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

  
Partner  
BUILDER

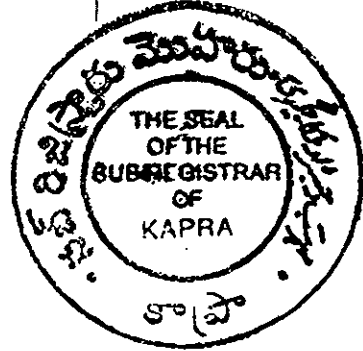
  
BUYER

1వ పుస్తకము బిల్లింగ్.....వ సం 1967...దస్తావేజులు

మొత్తము కాగితముల సంఖ్య.....12.....

ఈ కాగితపు వరుస సంఖ్య.....6.....

~~సబ్-రిజిస్ట్రారు~~






**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. 

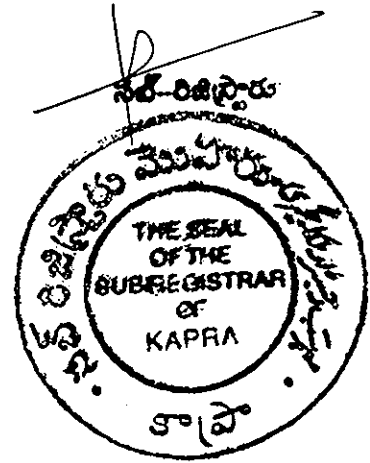
FOR MODI VENTURES  
  
 Partner  
 BUILDER

  
 BUYER.

1వ పుస్తకము 2009లో.....వ సం పు 1467 దస్తావేజులు

మొత్తము కాగితముల సంఖ్య..... 12

ఈ కాగితపు వరుస సంఖ్య..... 7



**REGISTRATION PLAN SHOWING**

FLAT NO. 112 IN BLOCK NO. 'B'

ON FIRST FLOOR IN PROJECT KNOWN AS "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. A. SHIVA PRASAD, SON OF MR. A. BASWARAJ

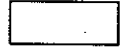
**REFERENCE:**  
**AREA:** 29.83

**SCALE:**  
**SQ. YDS. OR**

**INCL:**  
**SQ. MTRS.**

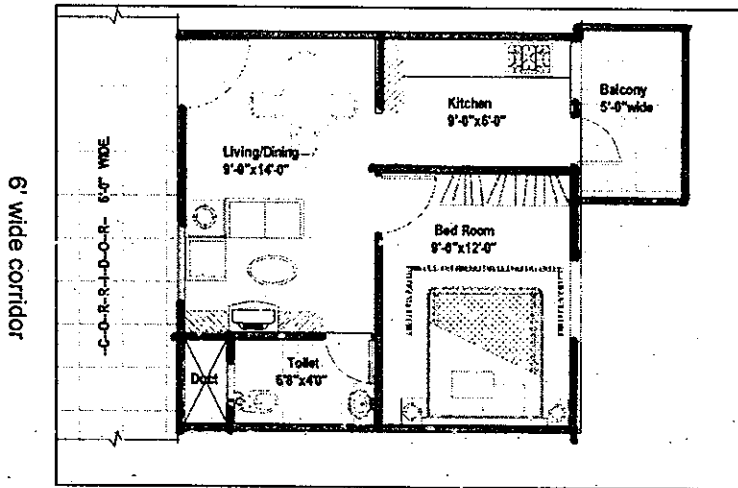


**EXCL:**

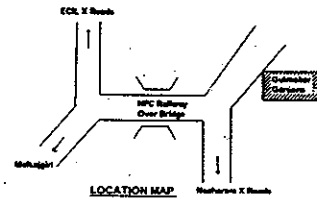


Total Built-up Area = 485 sft.  
Out of U/S of Land = Ac. 4-00 Gts.

Flat No. 111



Open to sky



Flat No. 113

**WITNESSES:**

- 1.
- 2.

**FOR MODI VENTURES**

Partner

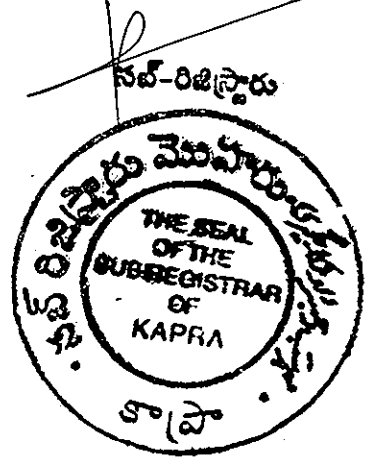
**SIG. OF THE BUILDER**

**SIG. OF THE BUYER**

1వ పుస్తకము 2009.....వ సం వృ. 1467 దస్తావేజులు



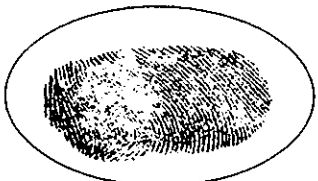



మొత్తము కాగితముల సంఖ్య.....12.....

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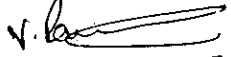





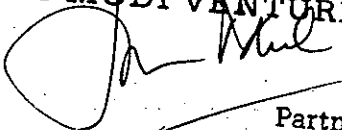
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**


SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<u>BUILDER:</u>  M/S. MODI VENTURES HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003. REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI
			<u>GPA FOR PRESENTING DOCUMENTS:</u>  MR. K. PRABHAKAR REDDY S/O. MR.K. PADMA REDDY 5-4187/3 & 4, 3 <sup>RD</sup> FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.
			<u>BUYER:</u>  MR. A. SHIVA PRASAD S/O. MR. A. BASWARAJ R/O. 4-9-6, FLAT NO. 103 & 104 SURYA TOWERS, HMT NAGAR NACHARAM HYDERABAD – 500 076.

SIGNATURE OF WITNESSES:

1. 
2. 

For MODI VENTURES

  
 Partner  
 SIGNATURE OF EXECUTANTS

  
 SIGNATURE OF BUYER

1వ వుస్తకము 200 ర్పి.....వ సం పు. 14.67 దస్తావేజులు

మొత్తము కాగితముల సంఖ్య..... 12

ఈ కాగితపు పనుల సంఖ్య..... 9


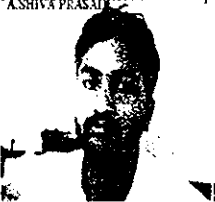
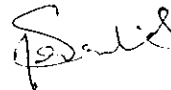


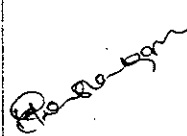
~~సబ్-రిజిస్ట్రారు~~



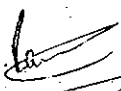
**Photographs and FingerPrints As per Section 32A of Registration Act  
1908**

C.S.No./Year: 001524/2008 of SRO: 1526(KAPRA)

04/06/2008 12:43:17

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1		 <small>04/06/2008 12:43:17 [1526-1-2008-1524] A.SHIVA PRASAD</small>	(CL) A.SHIVA PRASAD NACHARAMHYD	
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MANAGING PARTNER SOHAM MODI OFF:5-4- 187/3&4,II FLR., SOHAM MANSIONM.G.ROAD,SE C-BAD	
3		 <small>04/06/2008 12:43:14 [1526-1-2008-1524] K.PRABHAKAR REDDY(PRESENTING DOCUMENTS)</small>	(EX) K.PRABHAKAR REDDY(PRESENTING DOCUMENTS)	

Witness Signatures

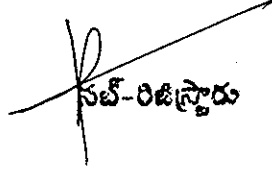
 Operator Signature

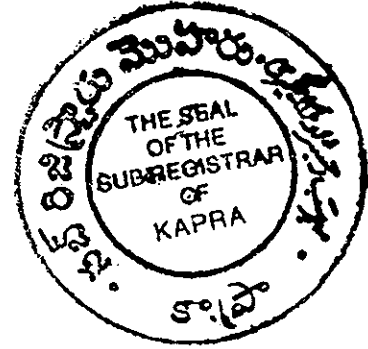
 Subregistrar Signature


18 పుస్తకము 200 ర్షి.....వ సం పు!467..దస్తావేలు

మొత్తము కాగితముల సంఖ్య.....12.....

ఈ కాగితపు వరుస సంఖ్య.....10.....

  
సబ్-రిజిస్ట్రారు

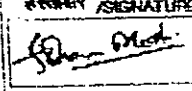


स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**ABMPM6725H**


नाम / NAME  
**SOHAN SATESH MODI**


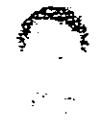
पिता का नाम / FATHER'S NAME  
**SATISH MANILAL MODI**

जन्म तिथि / DATE OF BIRTH  
**18-10-1969**

हस्ताक्षर / SIGNATURE  


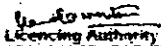
श्री अशोक कुमार शर्मा एम एम  
 Chief Commissioner of Income-tax, Andhra Pradesh

ANDHRA PRADESH  
**DRIVING LICENCE**  
 OLDAPG11193022002

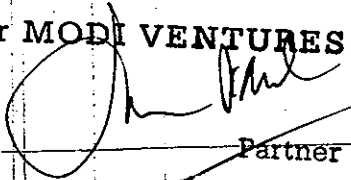



**PRABHAKAR REDDY K**  
 K PABHAKAR REDDY  
 2-3-84/10224  
 JAINAPUR COLONY  
 HYDERABAD

30-10-2002 **DUPLICATE**

  
 Licencing Authority  
 RTA-HYDERABAD-02

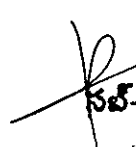
For MODI VENTURES

  
 Partner

1వ పుస్తకము 2009.....వ సం. 1467 దస్తావేజులు.

మొత్తము కాగితముల సంఖ్య..... 12

ఈ కాగితపు వరుస సంఖ్య..... 11

  
సబ్-రిజిస్ట్రారు



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SHIVA PRASAD AVUTI

BASWA RAJ AVUTI

26/02/1979

Permanent Account Number  
AHWPA4313M

  
Signature



23062007

*Shiva*

इस कार्ड के खोने / गाने पर कृपया सूचित करें / लॉटरी :  
आयकर पैन सेवा इकाई, एन एस डी एल  
पहली मंजिल, टाईम्स टॉवर, कमला हिल्स कॉम्पाउंड,  
एस. बी. मार्ग, लोअर परेल, मुंबई - 400 013.

If this card is lost / someone's lost card is found,  
please inform / return to  
Income Tax PAN Services Unit, NSDL  
1st Floor, Times Tower,  
Kamala Hills Compound,  
S. B. Marg, Lower Parel, Mumbai - 400 013.

Tel: 22222222

1వ వుస్తకము 2000 డి. ....న సం పు 1467 దస్తావేజులు

మొత్తము కాగితముల సంఖ్య.....12.....

ఈ కాగితపు పనుల సంఖ్య.....12.....

