

10540/06

B-117



आन्ध्र प्रदेश ANDHRA PRADESH

B 155601

C.No. 40938 Date 15/07/2006 Rs. 100/-
 Name D. Phani Kumar
 S/o. D/o P.N. Muttay
 For Whom Modi Ventures

Done
 S. SRINIVAS
 S.L. No. 26/00, R.No. 39/2004
 City Civil Court,
 SECUNDERABAD.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 18th day of July 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. VIJAY KAUSHIK, SON OF MR. J. P. KAUSHIK, aged 30 years, residing at A-208, Mayflower Park, 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

[Signature]
 Managing Partner

[Signature]
 Vijay Kaushik

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. 10540 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

SUB-REGISTRAR

Endorsement Under Section 42 of Act/II of No. 10540 of 2006 Date 19/7/06

I hereby certify that the proper deficit stamp duty of Rs. 2570/-

has been paid in full by Shri. Mohan Reddy

has been received in respect of this document from Shri. Mohan Reddy

on the basis of the agreed Market Value

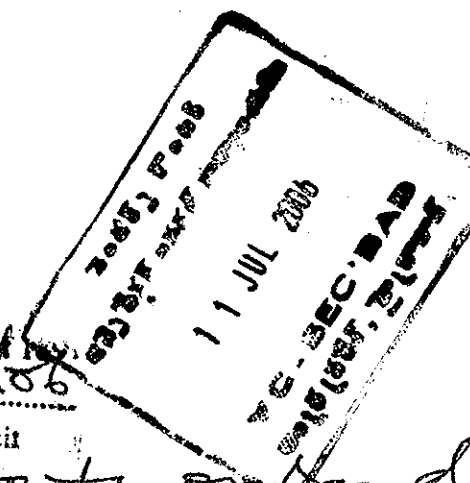
consideration of Rs. 267000/- being higher than the consideration agreed Market Value.

S.R.O. Uppal

Dated 19/7/06

[Signature]
Sub Registrar

and Collector U/S. 41&4
INDIAN STAMP ACT



WHEREAS:

- A. The **Buyer** under a Sale Deed dated 18.07.06 has purchased a semi-finished, deluxe apartment bearing no. 117, on the first floor in block no. 'B', admeasuring 1300 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- undivided share in scheduled land to the extent of 79.95 sq. yds.
 - a reserved two wheeler parking space bearing no. 17 admeasuring about 15 sft.
 - a reserved car parking space bearing no. 44, 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. 10540/06 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. 117 on the 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.

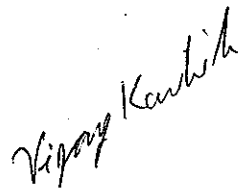
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- The **Builder** shall complete the construction for the **Buyer** a deluxe apartment bearing no. 117 on the first floor in block no. 'B' admeasuring 1300 sft. of super built up area and a reserved parking space for two wheeler and car bearing nos. 17 and 44, admeasuring about 15 and 100 sft. respectively, as per the plans annexed hereto and the specifications given hereunder for a consideration of **Rs. 2,67,000/-**.
- The **Buyer** has already paid the following amounts before entering into this agreement, which is admitted and acknowledged by the **Builder**.

Date	Mode of Payment	Amount
01.03.2006	Cheque No. 718438	15,000/-

For MODI VENTURES


Managing Partner



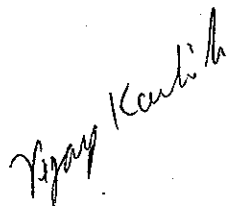
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SUB-REGISTRAR

3. The **Buyer** shall pay to the **Builder** the balance consideration of Rs. 2,52,000/- on or before 1st April 2007.
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 3 months 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. 117 on the first floor in block 'B' 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 1st April 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.

For MODI VENTURES


Managing Partner



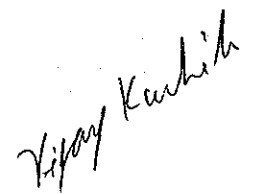
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SUB-REGISTRAR


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.

For MODI VENTURES


Managing Partner



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SUB-REGISTRAR


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.

For MODI VENTURES

Managing Partner

Vijay Kumbhikar

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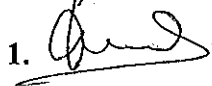

SUB-REGISTRAR

**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:

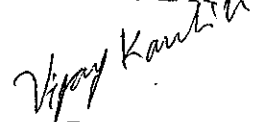
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For MODI VENTURES


Managing Partner

BUILDER


BUYER

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SUB-REGISTRAR

REGISTRATION PLAN SHOWING

SEMI-FINISHED FLAT NO. 117 IN BLOCK NO. 'B'

ON THE FIRST 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

MR. SOHAM MODI, SON OF SRI SATISH MODI

BUYER: MR. VIJAY KAUSHIK, SON OF MR. J. P. KAUSHIK

REFERENCE:
AREA: 79.95

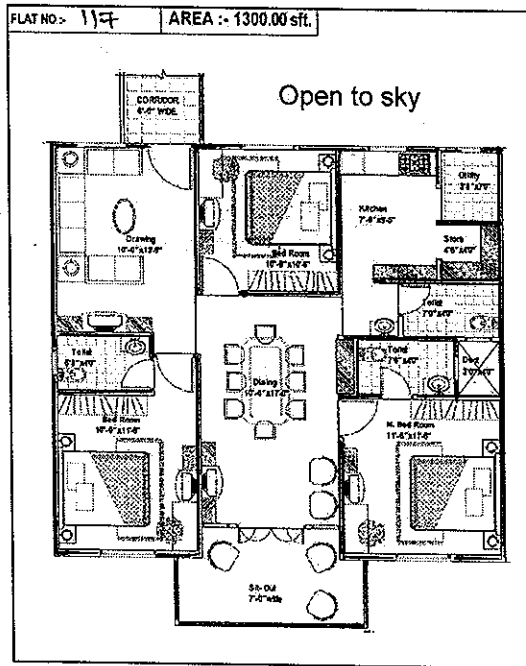
SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.



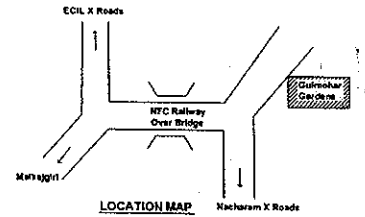
EXCL:

Total Built-up Area = 1300 sft.
Out of U/S of Land = Ac. 4-00 Gts.



Flat No. 118

Flat No. 116



Open to sky

WITNESSES:

-
-

For MODI VENTURES

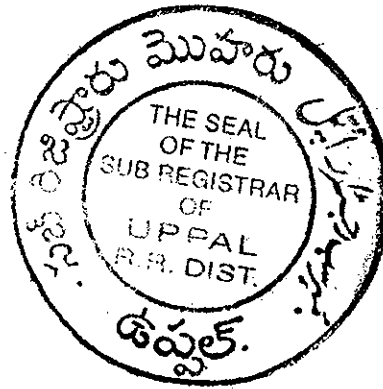
Managing Partner

SIG. OF THE BUILDER

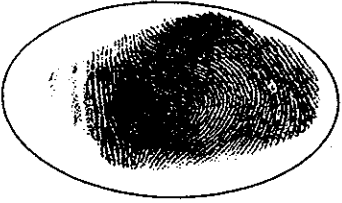
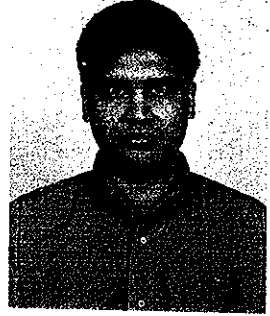
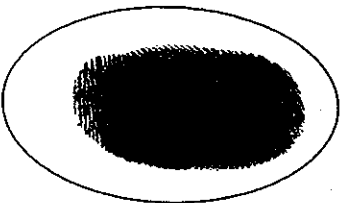
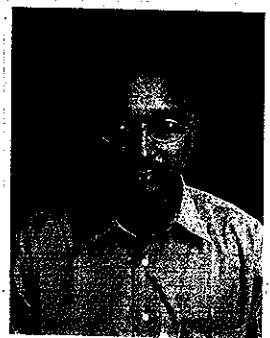
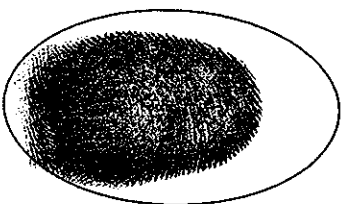

SIG. OF THE BUYER

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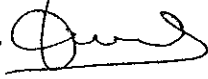

SUB-REGISTRAR



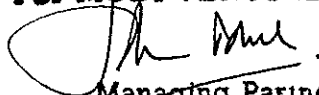
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<p>BUILDER:</p> <p>M/S. MODI VENTURES HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003 REP. BY PARTNER 1. SRI SOHAM MODI S/O. MR. SATISH MODI</p>
			<p>GPA FOR PRESENTING DOCUMENTS:</p> <p>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</p>
			<p>BUYER:</p> <p>MR. VIJAY KAUSHIK S/O. MR. J. P. KAUSHIK R/O. A-208, MAYFLOWER PARK, MALLAPUR, HYDERABAD – 500 076.</p>

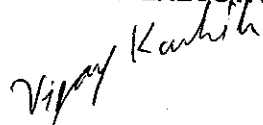
SIGNATURE OF WITNESSES:

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For MODI VENTURES


 Managing Partner

SIGNATURE OF EXECUTANTS


SIGNATURE OF BUYER

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SUB-REGISTRAR

