

B-518 362/07

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

SCANNED

ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

No. 7562 Date 28/12/2006 100/-
Ramesh
Moring Rao
Modi Ventures

K. SRINIVAS C 603874

S.V.L. No. 26/98, R.No. 39/2004
City Civil Court,
SECUNDERABAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 6th day of January 2007 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

MRS. BHAVNA RAMESH AIDASANI, WIFE OF MR. RAMESH AIDASANI,, aged about 38 years, residing at 24, Anand Bhavan, 2nd Floor, Near Union Bank, Thane (East), Mumbai - 400603, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

const.agr.

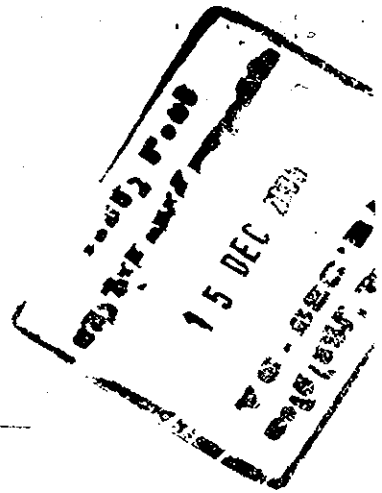
For MODI VENTURES

[Signature]
Partner

[Signature]

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. 362 of 2007 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

SUB-REGISTRAR

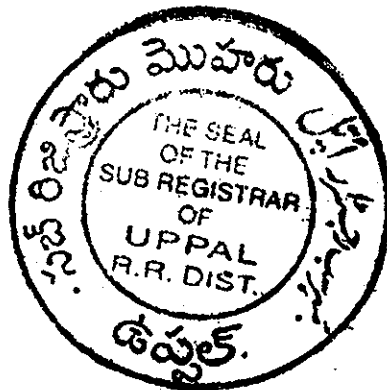


Instrument Under Section 42 of Act II of 1957
No. 362 of 2007 Date 6/01/2007
I hereby certify that the proper deficit stamp duty of Rs. 3020 Rupees hence has been levied in respect of this instrument from Sri. Soham Modi on the basis of the agreed Market Value consideration of Rs. 3,12,000 being higher than the consideration agreed Market Value.

S.R.O. Uppal

Dated 6/01/07

Sub Registrar and Collector I.S. 41 & 4 INDIAN STAMP ACT



WHEREAS:

- A. The Firm constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya, (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand are the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-0 Gts. by virtue of registered sale deed dated 10th July, 2003 bearing document no. 8184/03 and sale deed dated 5th February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District. The said land hereinafter is referred to as The Scheduled Land, which is more fully described at the foot of this sale deed.
- B. The Firm has purchased the Scheduled Land for a consideration from its previous owners viz., Sri Koukutla Mogulaiah Alias Mogula Reddy, Sri Koukutla Jangaiah Alias Janga Reddy, Sri Koukutla Narsimhulu Alias Narsimha Reddy and others (hereinafter referred to as the Original Owners).
- C. The Original Owners got their rights as per ORC issued vide proceeding by the RDO East Division, File No. H/6733/79 dated 10.02.1982 and confirmed in the proceedings bearing file no. J/7156/96 dated 06.09.1997. Patta Passbook and title deeds were issued in favour of the Original Owners for a portion of the lands in Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, as per details given below:

| Survey No. | Area Ac-Gts. | Issued in favour of | Title Book No. | Passbook No. |
|------------|--------------|---------------------|----------------|--------------|
| 93 | 0-28 | K. Mogulaiah | 179141 | 73706 |
| 94 | 0-29 | | | |
| 95 | 2-14 | | | |
| 93 | 0-27 | K. Jangaiah | 179115 | 73738 |
| 94 | 0-30 | | | |
| 95 | 2-14 | | | |
| 93 | 0-27 | K. Narsimhulu | 176051 | 73741 |
| 94 | 0-30 | | | |
| 95 | 2-13 | | | |

- D. The Firm invited the Vendor to develop the Scheduled Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them have agreed to do so jointly.
- E. The Firm and the Vendor hereto have applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the Vendor. The permissions have been received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks aggregating to about 2,83,825 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.

For MODI VENTURES


Partner

For Sri Sai Builders


G.P.A. Holder

1 వ పుస్తకము No. 107
 దస్తావేజాల మొత్తం కాగితముల
 సంఖ్య... 13... ఈ కాగితపు వరుస
 సంఖ్య... 2...

సబ్-రెజిస్ట్రారు

Enactment Under Section 42 of Act II of 1891
 No. 362 of 2007 Date 6/1/07

I hereby certify that the proper deficit stamp duty of Rs. 8720/- Rupees Eighty seven thousand one hundred and twenty only has been levied in respect of this instrument from Sri. P. Prabhakar Reddy

on the basis of the agreed Market Value consideration of Rs. 12,46,000/- being higher than the consideration agreed Market Value.

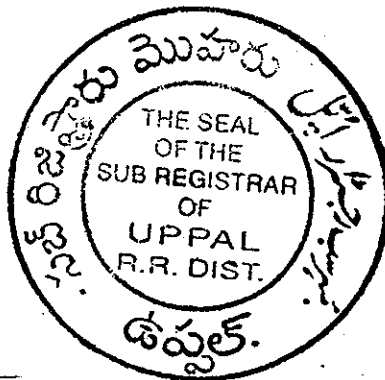
S.R.O. Uppal
 dated 6/1/07

[Signature]
 Sub Registrar
 and Collector S.S. 41&4
 INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 90,400/- towards Stamp Duty including Transfer duty and Rs. 6230/- towards Registration Fee was paid by the party through Challan Receipt Number 108904 Dated 6/1/07 at SBI Habsiguda Branch Sec bad

S.B.H. Habsiguda
 A/c No. 0100005078
 S.R.O. Uppal



NOTE: Construction Agreement filed along with this sale deed for Rs. 3,20,000/- and Stamp duty Paid Rs. 3,200/- Dt. 6/1/2007

[Signature]
 SUB REGISTRAR

WHEREAS:

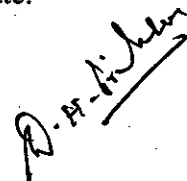
- A. The Buyer under a Sale Deed dated 06.10.2007 has purchased a semi-finished, deluxe apartment bearing no. 518, on the fifth floor in block no. B, admeasuring 1300 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- Proportionate undivided share of land to the extent of 79.95 sq. yds.
 - a reserved two wheeler parking in 'B' Block for space bearing no. 90 admeasuring about 15 sft
 - A reserved car parking in 'C' Block bearing no. 16, admeasuring about 100 sft.
- This Sale Deed is registered as document no. 362/2007 in the office of the Sub-Registrar, Uppal. 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 semi-finished apartment bearing no. 518 on fifth 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. 518 on the fifth floor in block no. 'B' a reserved two wheeler parking in 'B' Block for space bearing no. 90 admeasuring about 15 sft, A reserved car parking in 'C' Block bearing no. 16, admeasuring about 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,12,000/- (Rupees Three Lakhs Twelve Thousand Only).
- The Buyer shall pay to the Builder the balance consideration of Rs. 3,12,000/- (Rupees Three Lakhs Twelve Thousand Only) on or before 1st April 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.

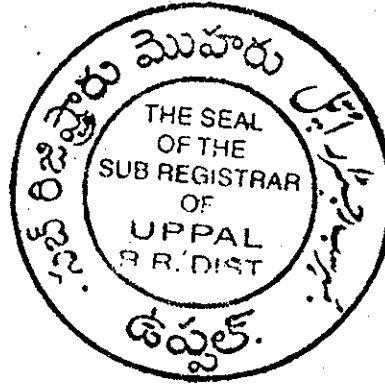
FOR MODI VENTURES


Partner



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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 apartment bearing no. 518 on fifth 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 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.
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.

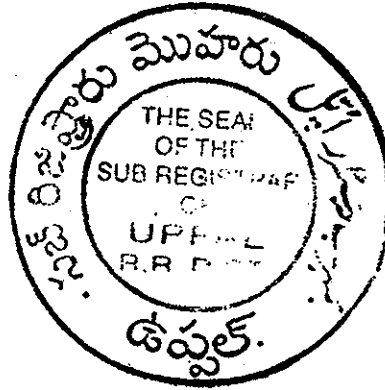
FOR MODI VENTURES


Partner



Certified that the stamp duty borne by this document is denoted w/s 16 of I.S. Act on the subsequent Sale deed registered as No. 262 of 2007 at S.R.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.

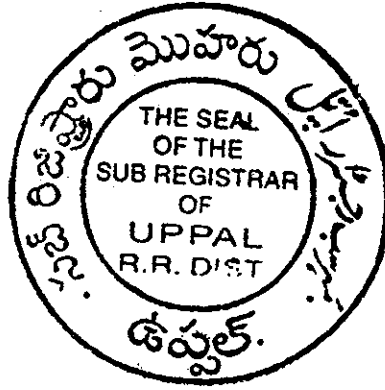
For MODI VENTURES


Partner



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SUB-REGISTRAR



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




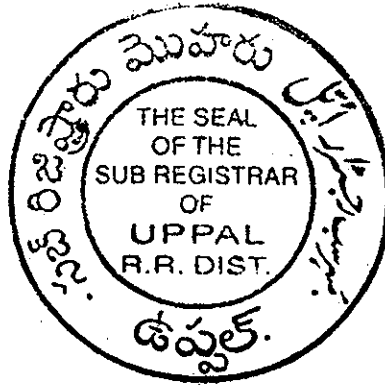


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Page 5 of 6

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SUB-REGISTRAR





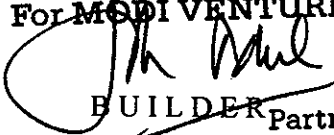
**SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION**

| 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:

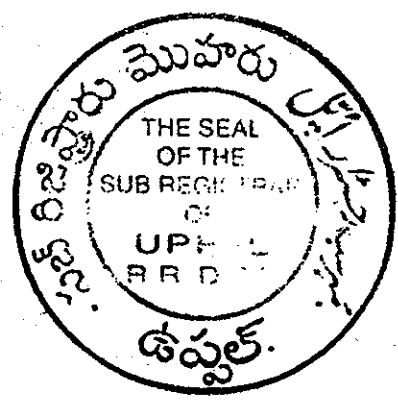
1. 
2. 

For MODI VENTURES

 BUILDER Partner


 BUYER.

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SUB-REGISTRAR



REGISTRATION PLAN SHOWING

SEMI-FINISHED FLAT NO. 518 IN BLOCK NO. 'B'

ON THE FIFTH 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: MRS. BHAVNA RAMESH AIDASANI, WIFE OF MR. RAMESH AIDASANI,

REFERENCE:
AREA: 79.95

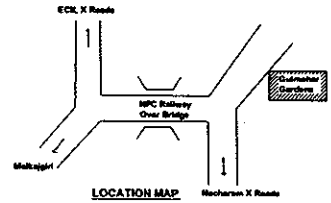
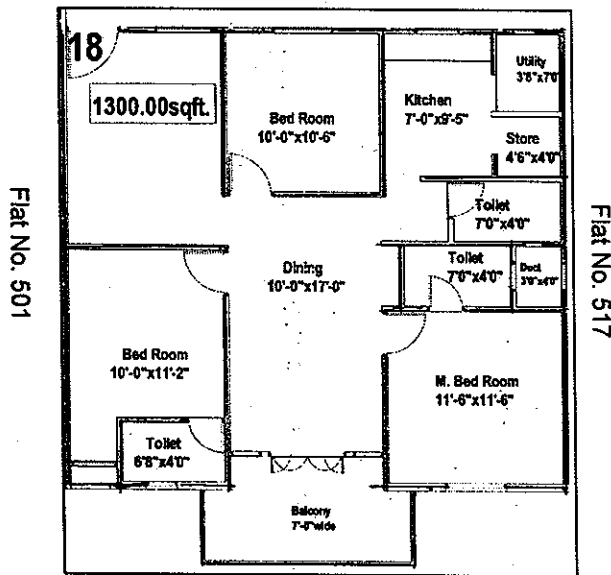
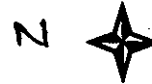
SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

EXCL:

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

6' wide corridor & Lift



Open to sky

WITNESSES:

- 1.
- 2.

FOR MODI VENTURES

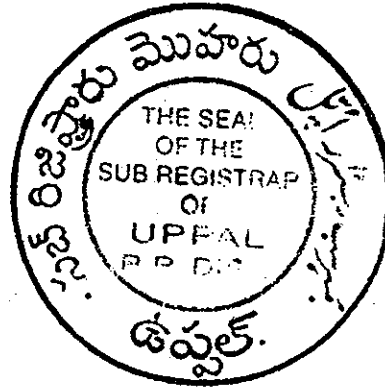
Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

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SUB-REGISTRAR



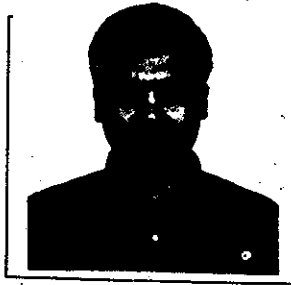
18
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
 REGISTRATION ACT, 1908.**

SL. NO.

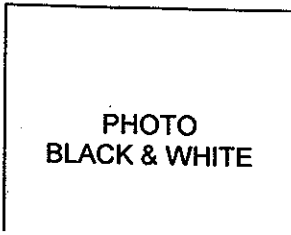
FINGER PRINT
 IN BLACK
 (LEFT THUMB)

PASSPORT SIZE
 PHOTOGRAPH
 BLACK & WHITE

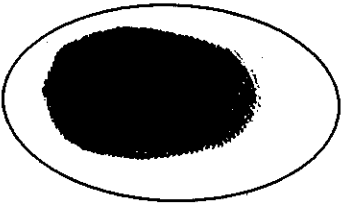
NAME & PERMANENT
 POSTAL ADDRESS OF
 PRESENTANT / SELLER / BUYER



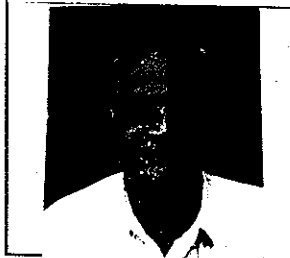
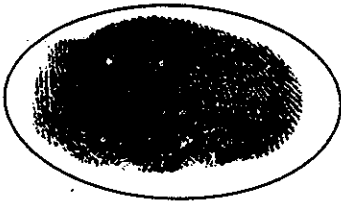
BUILDERS
 M/s. MODI VENTURES, REP-BY
 ITS PARTNER
 MR. SOHAM MODI
 S/O. SATISH MODI
 R/O. S-4-187/3 & 4, 2nd FLOOR
 SOHAM MANSION, M.G. ROAD
 SEC-BAD.



GPA FOR PRESENTING DOC:
 K. PRABHAKAR REDDY
 S/O. K. P. REDDY
 S-4-187/3 & 4, 2nd FLOOR
 M.G. ROAD, SEC-BAD



PURCHASER:-
 MRS BHAVNA RAMESH AIDASANI
 W/O. RAMESH AIDASANI
 O/O. ANAND BHAVAN, 2nd FLOOR
 NEAR UNION BANK,
 THANE (E), MUMBAI-400603



REPRESENTATIVE:-
 MR. PRABHU H. DHANRAJANI
 S/O. HEMRAJ DHANRAJANI
 O/O. ANAND BHAVAN
 2nd FLOOR, NEAR UNION BANK
 THANE (E) - MUMBAI-400603

SIGNATURE OF WITNESSES:

1.
 2.

For MODI VENTURES

SIGNATURE OF EXECUTANTS ^{Partner}

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.

I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative,
 Mr. P. H. DHANRAJANI as I/We cannot appear personally before the Registering Officer in the Office of
 Sub-Registrar of Assurances, Uppal, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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~~SUB-REGISTRAR~~

