

12/21/06 C-366



आन्ध्र प्रदेश ANDHRA PRADESH

S. No. 6663 28/11/06 100/-
 Sold to D. Phani Kumar
 S/o D. N. Murthy
 For Whom modi ventures

L-G-Chimalg
 B 315119
LEELA G. CHIMALGI
 STAMP VENDOR
 L.No. 02/2006
 6-4-76/A, Cellar, Ranigunj
 SECUNDERABAD-500 003

AGREEMENT FOR CONSTRUCTION

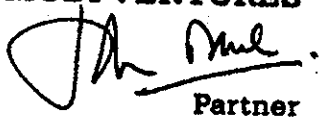
This Agreement for Construction is made and executed on this the 30th day of August 2006 at Secunderabad by and between:

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 Sri 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.)

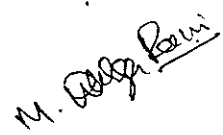
AND.

1. MRS. MUKKERA DURGA RANI, Wife of Mr. Mukkera Sreekanth Rao, aged 25 years,
 2. MR. MUKKERA SREEKANTH RAO, Son of Mr. M. Shyam Rao, aged 26 years.
- Both residing at 10-1-805/2, Veer Nagar, A.C. Guards, Khairatabad, Hyderabad, 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



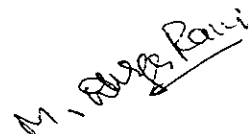


5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 306 in block 'C' to the Builder for the purposes of completion of construction of the apartment.
6. The Builder shall construct the Apartment in accordance with the plans and designs and as per 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 2006 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.
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.

For MODI VENTURES


Partner

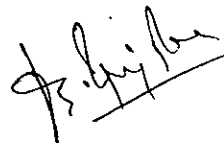


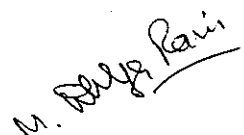


14. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Gulmohar Gardens project or cause any inconvenience or obstructions whatsoever. However, the claim of 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.
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




M. Raju Ravi

Certified that the stamp duty borne by this document is denoted w/s 16 of U.S. Act on the subsequent Sale deed registered as No. 12821 of 2006. S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


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



M. Duggalani
BUYER

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. 2821 of 2006 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. 306 IN BLOCK NO. 'C'

ON THE THIRD 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

MR. SOHAM MODI, SON OF SRI SATISH MODI

BUYER: 1. MRS. MUKKERA DURGA RANI, W/O. MR. MUKKERA SREEKANTH RAO

2. MR. MUKKERA SREEKANTH RAO, S/O. MR. M. SHYAM RAO

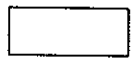
REFERENCE:
AREA: 46.13

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

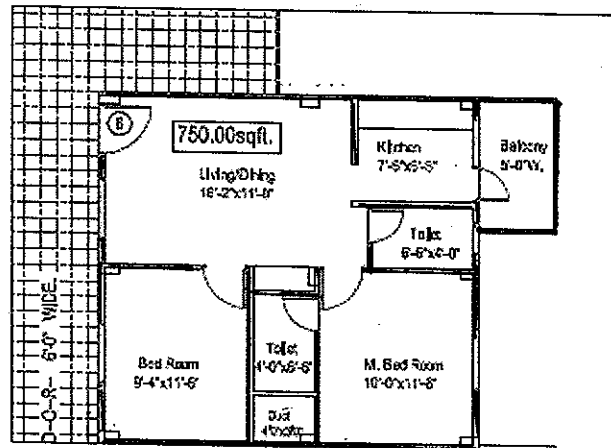


EXCL:



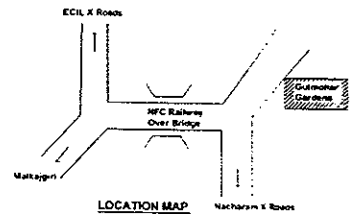
Total Built-up Area = 750 sft.
Out of U/S of Land = Ac. 4-00 Gts.

Open to sky



Open to sky

Flat No. 307



WITNESSES:

-
-

For MODI VENTURES

Partner

SIG. OF THE BUILDER



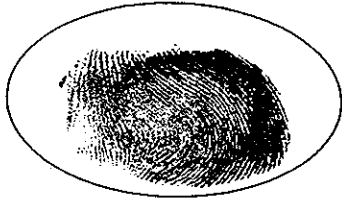




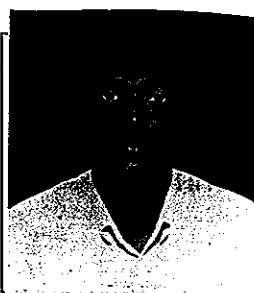
M. Durga Devi
SIG. OF THE BUYER

Certified that the stamp duty borne by this document is denoted by 16 of U.S. Act on the subsequent Sale deed registered as No. 12821 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


~~SUB-REGISTRAR~~

2006/12/21


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

<u>SL. NO.</u>	<u>FINGER PRINT IN BLACK (LEFT THUMB)</u>	<u>PASSPORT SIZE PHOTOGRAPH</u>	<u>NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>
			<u>BUILDER:</u> M/S. MODI VENTURES & HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003 REPRESENTED BY ITS PARTNER MR. SOHAM MODI, S/O. MR. SATISH MODI
			<u>GPA FOR PRESENTING DOCUMENTS:</u> 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
			<u>BUYER:</u> MRS. MUKKERA DURGA RANI W/O. MR. MUKKERA SREEKANTH RAO R/O. 10-1-805/2, VEER NAGAR A.C. GUARDS KHAIRATABAD HYDERABAD
			<u>BUYER CUM REPRESENTATIVE:</u> MR. MUKKERA SREEKANTH RAO S/O. MR. M. SHYAM RAO R/O. 10-1-805/2, VEER NAGAR A.C. GUARDS KHAIRATABAD HYDERABAD

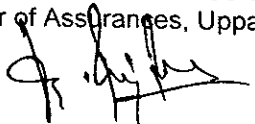
SIGNATURE OF WITNESSES:

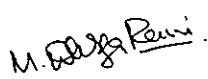
1. 
2. 

For MODI VENTURES


 Partner
 SIGNATURE OF EXECUTANTS

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. Mukkera Sreekanth Rao 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)

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. 12821 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR

FOR MODI VENTURES