

Secunderabad by and between:

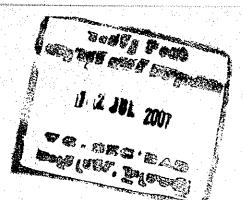
M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years, Occupation: Business, hereinafter referred to as the 'Builder' (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MISS. V. UMA DEVI, DAUGHTER OF MR. V. SAI PRASAD, aged about 29 years, residing at Co. Mr. P. R. RAJAN, 6-1-190/6, Ist Floor, Meher Nivas, Padmarao Nagar, Secunderabad -500 025, 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 VENTURE

Partner



_ 3 3) 25301.008 1195 దస్తావేజుల మొత్తం కాగితముల సంఖ్య......ఈ కాగితపు వరుస

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పగలు......!......మరియు......!....గంటల మధ్య ఉప్పల్ సబ్-రిజిస్టారు అఫీసులో

& 4 . pseshellorledy రిజెడ్డ్రోషన్ క్రోము, 1963 లోని సెక్షన్ 32 ఎ-ను

అనుసరించి సమర్పించవలసిన పోటోగ్రాఫులు మరియు పేతిముడ్రలతో/ సహ దాఖలు**చేసి**

రుసుము రూ॥ 1000/........పెల్లించినారు.

Receipt No. 602669 Dt 227810 de 38H, Habsiguda Branch, Sec'tad

ఎడమ బ్రోటన్మవేలు

En 2 majoren et la Roda occ. Service (0) 5-4-187/3 (44, and Cloor, sohom marsion, M.G. Road sec' and, through attested GPA For Presentation of documents, vide GPA No. 120 GRIP 04 at SRO, UPPEL. R. R. DIST

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> 192. వ.శా.శ. జెడ్డాన్లోని మాసం. కె. 15 రేది. సట్-రజిట్లార

WHEREAS:

- A. The Buyer under a Sale Deed dated AR. OB. OF has purchased a semi-finished, semi-deluxe apartment bearing no. 203, on the second floor in block no. 'D', admeasuring 750 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:
 - a. Proportionate undivided share of land to the extent of 46.13 sq. yds.
 - b. A reserved two wheeler parking bearing no. 12 admeasuring 15 sft.

This Sale Deed is registered as document no. 10086 of 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. 203 on second floor in Block 'D' 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:

- 1. The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing no. 203 on the second floor in block no. 'D' admeasuring 750 sft. of super built up area and undivided share of land to the extent of 46.13 sq. yds. A reserved two wheeler parking bearing no. 12 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 7,54,500/- (Rupees Seven Lakhs Fifty Four Thousand Five Hundred Only).
- 2. The Buyer shall pay to the Builder the above consideration of Rs. 7,54,500/- (Rupees Seven Lakhs Fifty Four Thousand Five Hundred Only) in the following manner:

Installment Amount(Rs.)		Due date of payment				
I	3,54,500/-	30.05.2007				
Tre nema II	1,50,000/-	30.06.2007				
M III	2,50,000/-	01.10.2008				

For MODI VENTURES

Partner

V. Drue

I hereby certify that the proper deficit stamp duty of Rs. 74 (2) Rupees. Selection on the basis of the agreed Market Value consideration of Rs. 74 (20) higher than the consideration agreed Market Value.

S.R.O. Uppale

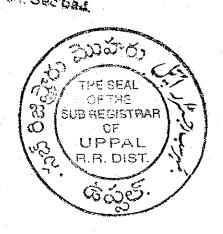
Sub Register

Sub Re

An amount of Rs. 7466 towards stamp Dung Including Transfer duty and Rs. 1000 towards Registration Fee was paid by the party through Challan Receipt Number 602669.

Dated 2266 at SBI Habsiguda Branch, Sechal.

4/c No. 01 (20 50)74.



- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 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 1 month 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. 203 on second floor in Block 'D' 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 01st October 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 flotification 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.

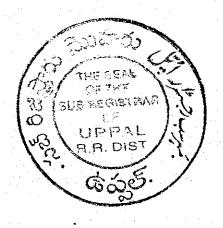
For MOD VENTURES

Partner

V. Jua

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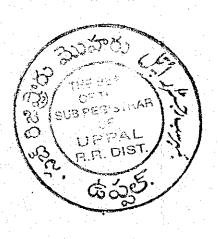
- 10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she 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.
- 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.

For MODI VENTURES

Partner

V. Due

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- 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 fait 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 chief and only thereafter, the Builder will refund the amounts paid by the Buyer after the citing liquidated damages provided herein.
- 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.
- 23. Stamp duty and Registration amount of Rs. 8,540/- is paid by way of Challan No. 602 667 dated 22.8.07, drawn on SBH Habsiguda Branch, Hyderabad and VAT paid an amount of Rs. 7,545/- is paid by the way of Payorder No. 134979, dated 21.08.07, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

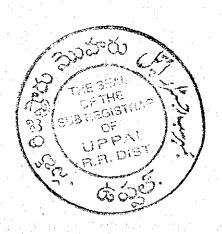
For MODILVENTURES

Partner

V. Jua

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సబ్-రిజిన్హాత



SCHEDULE 'A' SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, situated at 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)	<u> </u>	
East By	Shakti Sai Nagar Colony	 	
West By	Sy. No. 92		

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 203 on the second floor in block no. D, admeasuring 750 sft. of super built up area together with proportionate undivided share of land to the extent of 46.13 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 12, admeasuring about 15 sft., in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated Block No. 14, Shaktisai Nagar, Mallapur, Uppal Mandal, Ranga Reddy District, marked in red in the plan enclosed and bounded as under:

North By	Open to sky				 	······································		
South By	Open to sky & Lift							
East By	6' wide corridor				 	<u> </u>		
West By	Flat no. 202	· · · · ·	,	 · · · · ·	 			

WITNESSES:

2.

For MODI VENTURES

Partner BUILDER

BUYER

SUBREGISTRAR UPPAL UPPAL PR. DIST. III. GOODS.

SCHEDULE OF SPECIFICATION FORCOMPLETION 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			
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 cerami 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		

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:

2.

Parther

BUILDER

BUYER.

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పేట్-రజ్మేస్టారం



REGISTRATION PL	AN SHOWING FLAT NO. 203 IN BLOCK NO. 'D'
	ON SECOND 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 & SRI SAI BUILDERS BOTH REPRESENTED BY
	SRI SOHAM MODI SON OF SRI SATISH MODI
BUYER:	MISS V. UMA DEVI, DAUGHTER OF MR. V. SAI PRASAD
REFERENCE: AREA: 46.	SCALE: INCL: EXCL:
WITNESSES: 1. J.	Ac. 4-00 Gts. 6' wide corridor N Tol.00sqft Kitchen Utility 80'x50' 30'W 16-1'x10'-2'
2. Part	SIG. OF THE BUYER

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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

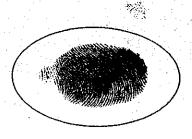




BUILDER:

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

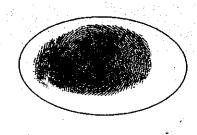
REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI





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:

MISS V. UMA DEVI D/O. MR. V. SAI PRASAD R/O. C/O. MR. P. R. RAJAN 6-1-190/6, 1ST FLOOR MEHER NIVAS PADMARAO NAGAR SECUNDERABAD - 500 025.

SIGNATURE OF WITNESSES:

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2. Potet

For MODI VENTURES

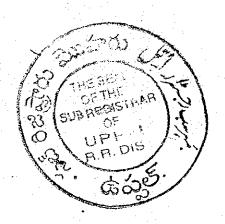
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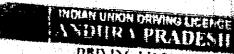
SIGNATURE OF EXECUTANTS

V. Ine

స్త్రేష్ట్లో ముత్తం కాగితముల సంఖ్య...!/....ఈ కాగితపు వరుస సంఖ్య...!/....ఈ

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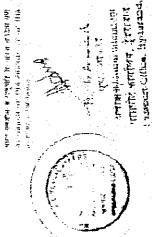
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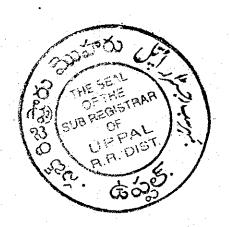
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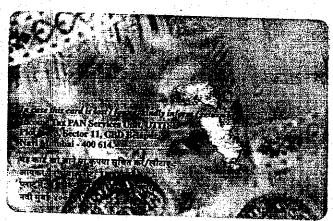
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