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Date : 23-07-2008 Serial No : 29,509 Purchased By : J. /bh#4ga5H

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For Moon: MODI VENTURES SECHAD

Denomination :

Caid Office, Hyd

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 28 day of July 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, adninistrators, executors / nominees / assignee etc.)

AND

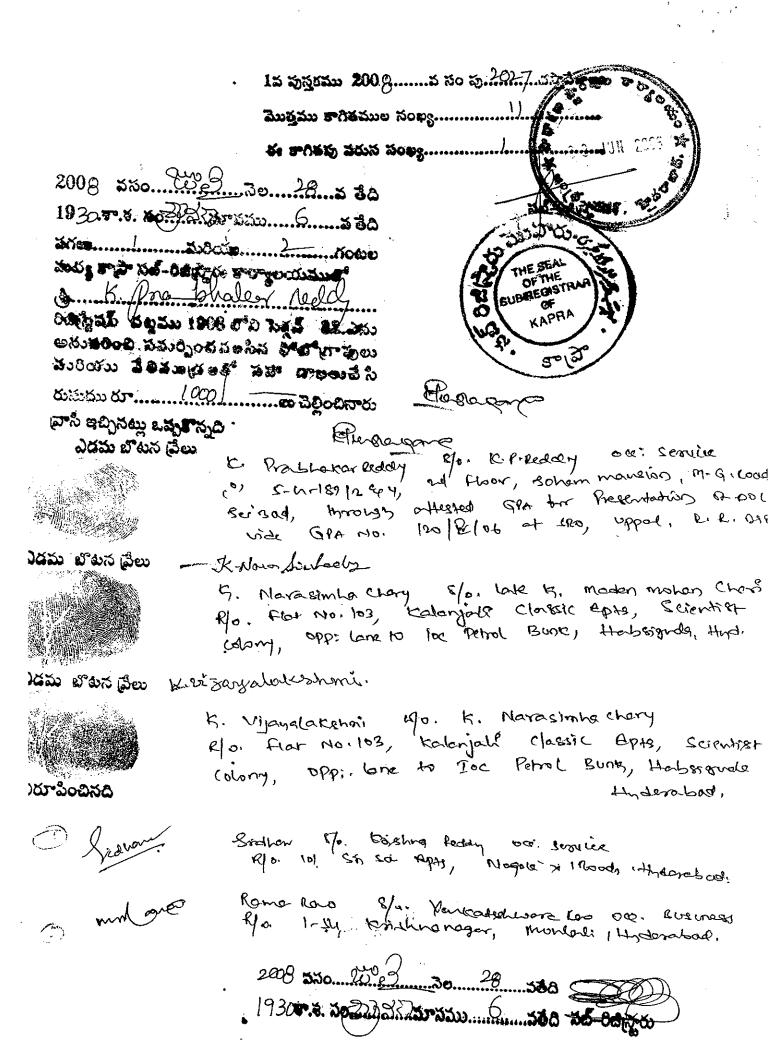
1. MR. KUMMARAGUNTLA NARASIMHA CHARI, SON OF LATE SHRI K. MADAN MOHAN CHARI, aged about 65 years,

2. MRS. K. VIJAYALAKSHMI, WIFE OF MR. KUMMARAGUNTLA NARASIMHA CHARI, aged about 60 years, both are residing at Flat No. 103, Kalanjali Classic Apartments, Scientist Colony, Opp. Lan to IOC Petrol Bunk, Habsiguda, Hyderabad - 500 007., hereinafter, 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

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WHEREAS:

- A. The Buyer under a Sale Deed dated 18-7. 2008, has purchased a standard apartment bearing no. 303, on the third floor in block no. 'D', admeasuring 750 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
 - a. Undivided share in scheduled land to the extent of 46.13 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 21 admeasuring about 15 sft. situated at Sy. No. Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District. This Sale Deed is registered as document no. 2026 of 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 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. 303 on third 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 standard apartment bearing no. 303 on the third floor in block no. 'D' admeasuring 750 sft. of super built up area and a reserved parking space for two wheeler bearing no. 21, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,39,750/- (Rupees Three Lakhs Thirty Nine Thousand Seven Hundred and Fifty Only).
 - 2. The Buyer has already paid an amount of Rs. 3,39,750/- (Rupees Three Lakhs Thirty Nine Thousand Seven Hundred and Fifty Only). before entereing into this agreement and the builder admitted and acknowledged the receipt for said consideration.
 - 3. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor 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.

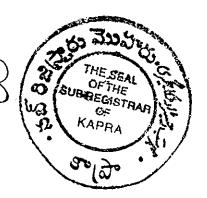
For MODI VENTURES

Partner

K. vizargalatoshmi

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- 4. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 303 on Wind floor in Block 'D' to the Builder for the purposes of completion of construction of the apartment.
- 5. 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.
- 6. 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.
- The Builder shall complete the construction of the Apartment and handover possession of the same by 31st August 2008 with grace period of 06 months 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.
- 8. 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.
- 9. 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.
- 10. 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.

11. 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.

For MODI VENTURES

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Partner

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- 12. 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.
- 13. 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.
- 14. 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 livable with respect to the construction of the Apartment under this agreement, or the sale deed.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

For MODI VENTURES

Partner

K. Vi Jaryadak Johni.

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- 19. 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.
- 20. 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.
- 21. Stamp duty and Registration amount of Rs. 4605/- is paid by way of challan no. 766-287, dated 28.7.58, drawn on SBH, Kushaiguda Branch and VAT paid an amount of Rs. 3460/- by way of Payorder No. 14223, dated 26.7.58, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

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:

South By 40' side road (Shakti Sai Nagar road) East By Shakti Sai Nagar Colony West By Sy No 92	North By	Part of Sy. No. 95	
East By Shakti Sai Nagar Colony	·	40' side road (Shakti Sai Nagar road)	
		Shakti Sai Nagar Colony	
05.110.72	West By	Sy. No. 92	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished standard apartment no. 303 on the third 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. 21, admeasuring about 15 sft., 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 Op	pen to sky
South By Op	en to sky
East By 6'	wide corridor
West By Fla	at No. 302

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. Suran

2. Marco

K Nona Sinhachy

K. zizayalokshmi.

For MODI VENTURES

BUYER

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SCHEDULE OF SPECIFICATION FOR **COMPLETION OF CONSTRUCTION**

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe
Structure	RCC	RCC	Apartment 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 ORE
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 a 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	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:

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WITNESS:

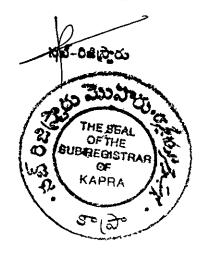
2.

For MODI VENTURES

BUILDER Partner

K. 2i Jayodakshmi. BUYER

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ON THIRD FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"
IN SURVEY NOS. 93, 94 & 95
MALLABURANTA
BUILDER: M/S. MODI VENTURES REPRESENTED BY ITS PARTNER
SRI SOHAM MODI SON OF SRI SATISH MODI
BUYER: 1. MR. KUMMARAGUNTLA NARASIMHA CHARI, SON OF LATE SHRI K. MADAN MOHAN CHAR
2. MRS. K. VIJAYALAKSHMI, WIFE OF MR. KUMMARAGUNTLA NARASIMHA CHARI
REFERENCE: SCALE: INCL: EXCL: AREA: 46.13 SQ. YDS. OR SQ. MTRS.
Total Built-up Area = 750 sft. Out of U/S of Land = Ac. 4-00 Gts.
6' wide corridor
3 75C,00sqft. Klichen 8'0"x60" 3'0"W, Balcony 5'-0"W. Toilet 4'0"x6'2" M. Bed Room 11'-0"x9'-0" 12'-0"x9'-0" 12'-0"x9'-0" 12'-0"x9'-0" 12'-0"x9'-0"
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∠HOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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~ 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 M. G. ROAD SECUNDERABAD - 500 003. REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI





GPA FOR PRESENTING DOCUMENTS:

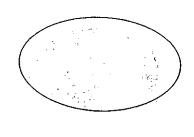
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 . III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003.





BUYER:

1. MR. KUMMARAGUNTLA NARASIMHA CHARI S/O. LATE SHRI K. MADAN MOHAN CHARI R/O. FLAT NO. 103 KALANJALI CLASSIC APARTMENTS SCIENTIST COLONY OPP. LAN TO IOC PETROL BUNK HABSIGUDA, HYDERABAD - 500 007.





2. MRS. K. VIJAYALAKSHMI W/O. MR. K. NARASIMHA CHARI R/O. FLAT NO. 103 KALANJALI CLASSIC APARTMENTS SCIENTIST COLONY OPP. LAN TO IOC PETROL BUNK HABSIGUDA, HYDERABAD - 500 007.

SIGNATURE OF WITNESSES:

J. Nora Simhacher. K. vijayalo Kohmi,

FOR WODI, VENTURES

Partner

SIGNATURE OF EXECUTANTS

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

C.S.No./Year: 2107/2008 of SRO: 1526(KAPRA)

28/07/2008 16:00:00

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur e
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2	Activity Care that	XVIII LEKSI 32-1-2008-2107	(CL) K.VIJAYALAKSHMI . F.NO.103,KALAJALI CLASSIC APTS.,HABSIGUDA,HYD	Kristorfaleshori
.3	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,SEC -BAD	
4	FREEZE	RESERVING	• (EX) K.PRABHAKAR REDDY(GPA FOR PRESENTING DOC.)	Ragare

Witness Advances
Operator
Signatures

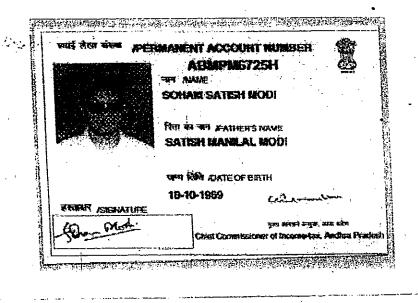
Subregistrar Signature

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For MODIVENTURES

Partner

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S.No	·	Relation	Date of Birth	Age	
2	Vijya Lakshmi	Wife .	31/07/48	58	

04/03/2006

HOUSEHOLD CARD

Card No

: PAP167665809524

F.P Shop No

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్ట్రకూమ్మరగుంట్ల. నరసింహ చారి

Name of Head of

: Kummaraguntla. Narsimha Chari

Household

తండ్రి/భర్త పేరు

• మదన్మోహన చారి

Father/ Husband name: Madanmohan Chari

ಖ್ಯಕ್ಷಿನಕ್ಡಿ/Date of Birth : 01/07/1944

వయస్సు/Age

వృత్తి /Occupation

: Retired Employee

ಇಂಟಿ.ನಂ./House No.

: 1-8-18

వీథి /Street

: CHIKKADAPALLY

Colony

: CHIKKADAPALLY

Ward

Circle

Circle VI

ಜಿಲ್ಲ್ /District

: హైదరాబాదు / Hyderabad

Annual Income (Rs.) : 80,000

LPG Consumer No. (1): 633637/(Double.)

LPG Dealer Name (1) : Vimala Enterprises, HPC

LPG Consumer No. (2):/ LPG Dealer Name (2) :

K. Nara Sinchooling. K. Zi Jorgalak schmi.

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