

1వ వున్నకము 200 ...డి..న సం ప్రు2...18...దస్వేషేత్తు ఈ కాగితపు వరున నంఖ్య..... 2008 కర్పు నిల్లు నెల... 2 కేది వగలు......గంటల మద్య కార్ట్ కర్ రెక్క్లోని కార్నాలయముద్ద (5) K. Pro bhallow nodal రిజిడ్జిక్షన్ ఆస్టాము 13 మె జాగు పెక్షన్ 82.ఎను මත්ත්රීමේ තිස්වලාස් සම්බන් මීඩ් (ලංකු හා వురియు వేరివుండు ఇక్కి సహా డాధ్రాలు చేసి eticon con రుసుము రూ.......1000 ........ పెట్టించినారు డ్రాసీ ఇచ్చినట్లు ఒప్పకొన్నది 18 recordence ఎడమ బొటన (పేలు K. Prahaman eday So. K. P. Reday occ: Scories (0) 5-6-18) /2 eqy, and floor, sohon mansion, M. G. Road Secient through afterted GRA for Presentation of Documents, vide GRANO. 120/2/06 as ఎడమ బోతన స్థారం Sko, uppat, R.N. 549r. Rahel Anjore Kidambi S/o. A. E. Vijanarag Loven Plo. Flor No. 4-101, Hindiga Post Apts, Marathalli while field Road, Thuberalli, Bargalore-U నిరూపించినది Ch. Vortata lamana Raday 8/0. tale enji kady 000- Service 40, 11-187/2, Road NO. 2, Greentity Abry, Coroomer, Hacker 1. Produp Ho. 7. Dranny rue Service R10. 1-10-263, new Borningaly, Lu 30-1. 

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 22.08 has purchased a semi-finished, semi-deluxe apartment bearing no. 105, on the first floor in block no. 'E', admeasuring 1300 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 79.95 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 05 admeasuring about 15 sft.

    This Sale Deed is registered as document no. 2197/08 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 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. 105 on first floor in Block 'E' 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-finished semi-deluxe apartment bearing no. 105 on the first floor in block no. 'E' admeasuring 1300 sft. of super built up area and undivided share of land to the extent of 79.95 sq. yds. A reserved two wheeler parking bearing no. 05 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 8,91,000/- (Rupees Eight Lakhs Ninety One Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 5,91,500/- (Rupees Five Lakhs Ninety One Thousand Five Hundred Only) before entering into this agreement, which is admitted and acknowledged by the Builder.
- 3. The Buyer shall pay the balance amount of Rs. 2,99,500/- (Rupees Two Lakhs Ninety Nine Thousand Five Hundred Only) on or before 31st August 2008.
- 4. 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 3 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.

For MODI VENTURES

Partner

Page 2

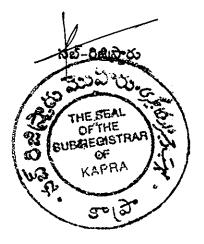
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- 5. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- 6. The Buyer 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.
- 7. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 105 on first floor in Block 'E' to the Builder for the purposes of completion of construction of the apartment.
- 8. 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.
- 9. 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.
- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 31<sup>st</sup> August 2008 with the 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.
- 11. 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.
- 12. 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

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- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

For MODI VENTURES

Partner

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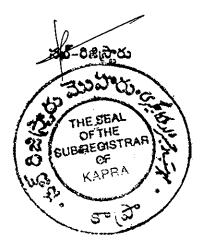
21. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

- 22. 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.
- 23. 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.
- 24. Stamp duty and Registration amount of Rs. 9,910/- is paid by way of challan No. 752536 dated 9/8/08, drawn on SBH Kushaiguda Branch, Hyderabad VAT paid an amount of Rs. 8,910/- by way of Payorder No. 142382, dated 0/08.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MODI VENTURES

Partner

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# 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)	
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. 105 on the first floor, in block no. 'E', admeasuring 1300 sft. of super built up area together with proportionate undivided share of land to the extent of 79.95 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 05, 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	Flat No. 104	
South By	Flat No. 106	
East By	Open to sky	
West By	6' wide corridor & Lift	1

FOR MODI VENTURES

WITNESSES:

BUILDER

Partner

BUYER (

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## SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

Item Standard Apartm		Semi-deluxe Apartment	Deluxe
			Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blocks	blocks	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 files 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:

For MODI VENTURE

WITNESS:

Partner

BUILDER

מילי לאונים

BUYET

Page 7

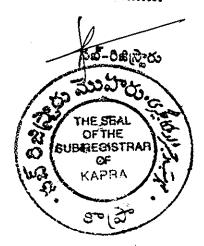
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THE SEAL OF THE CUBRECHSTRAR KAPRA

REGISTRATION PLAN SHOWING FLAT NO. 112 IN BLOCK NO.	. 'E'
ON FIRST 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 REPRESENTED BY IT	rs Partner
SRI SOHAM MODI SON OF SRI SATISH MOD	)I
BUYER: MR. RAHUL ANJORE KIDAMBI, SON OF MR.	A.K. VIJAYARAGHAVAN
REFERENCE: SCALE: INCL AREA: 79.95 SQ. YDS. OR SQ. MT	
Total Built-up Area = 1300 sft. Out of U/S of Land = Ac. 4-00 Gts.	
## Sec Room   Sec Room   St.S'x12'4.5'   Dining   Tollet   Dust   30'wide   St.S'x12'4.5'   Dining   10'40'x13'-13.5'   M. Bec Room   11'4'x12'-5'   Solid   St.S'x12'-4.5'   Solid   St.S'x12'-4.5'	ECR. X Roads  NC Rainey Over Bridge  LOCATION MAP  Nacharam X Roads  For MODI VENTURES
WITNESSES:  1. Voorf 2.	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

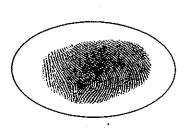




#### BUILDER:

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:**

MR. RAHUL ANJORE KIDAMBI S/O. MR. A.K. VIJAYARAGHAVAN R/O. FLAT NO. H-101 HINDUJA PARK APARTMENTS MARATHALLI WHITE FIELD ROAD THUBARALLI\ BANGALORE - 560 066.

SIGNATURE OF WITNESSES:

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For MODI VENTURES

Partner

SIGNATURE OF EXECUTANTS

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

C.S.No./Year: 2289/2008 of SRO: 1526(KAPRA)

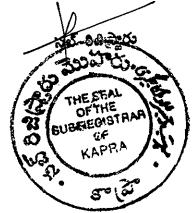
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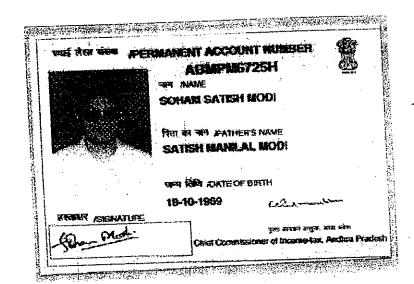
SIN o.	Thumb Impression	Photo	Name and Address of the Party	PartySigna ture
1			(CL) RAHUL ANJORE KIDAMBI F.NO.H-101,HINDUJA PARK APTS.,MARATHALLITHUBARALLI,B ANGALORE	May C
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MANAGING PARTNER SOHAM MODI OFF:5-4-187/3&4,II FLR., SOHAM MANSIONM.G.ROAD,SEC- BAD	
3	PRESERVE	AS.	(EX) K.PRABHAKAR REDDY(GPA FOR PRESENTING DOC.)	Works Town

Witness Signatures Operator Signature

Subregistrar Signature

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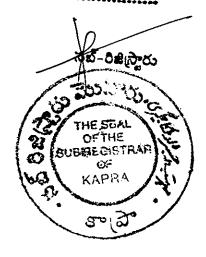


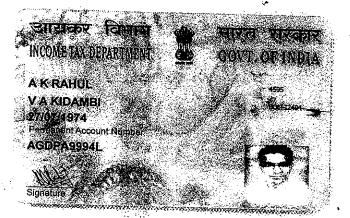
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NONTIZORE DUPLICATE LEGICING AUTHORITY

For MODIVENTURES

Partner







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THE SEAL OF THE SUBRECOSTRAR OF KAPRA

#### WITNESSES NO. 1

#### **Customer Relations Division**





Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature: Me

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address: 5-4-187/3&4, lind Floor,

M.G Road, Secunderabad-500003. Ph:040-66335551, 040-27544058

www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- The loss of the card must be reported to the Admin.Div.Immediately

## WITNESSES NO. 2



इस कार्ड के खोने : धाने पर कृपया सूचित करें : लौटाएं : आदकर देन संया इकाई. एन एस डी एट पहली मंजिल. टाइंम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग. लोअर परेल. पुग्बई - 400 013.

If this card is lost /someone's lost card is found. please inform / venura 10 : Income Tax PAN Services Unit, NSDL Ist Floor, Times Tower.
Kanata Mills Compound, S. B. Marg. Lower Parel, Minnhai - 400 013.

Tel: 91-22-2499 4650, Fax: 91522-2495 0664, e-mail: thinfo@nsdl.co.in

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