

# AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 4b day of September 2008 at Secunderabad by and between:

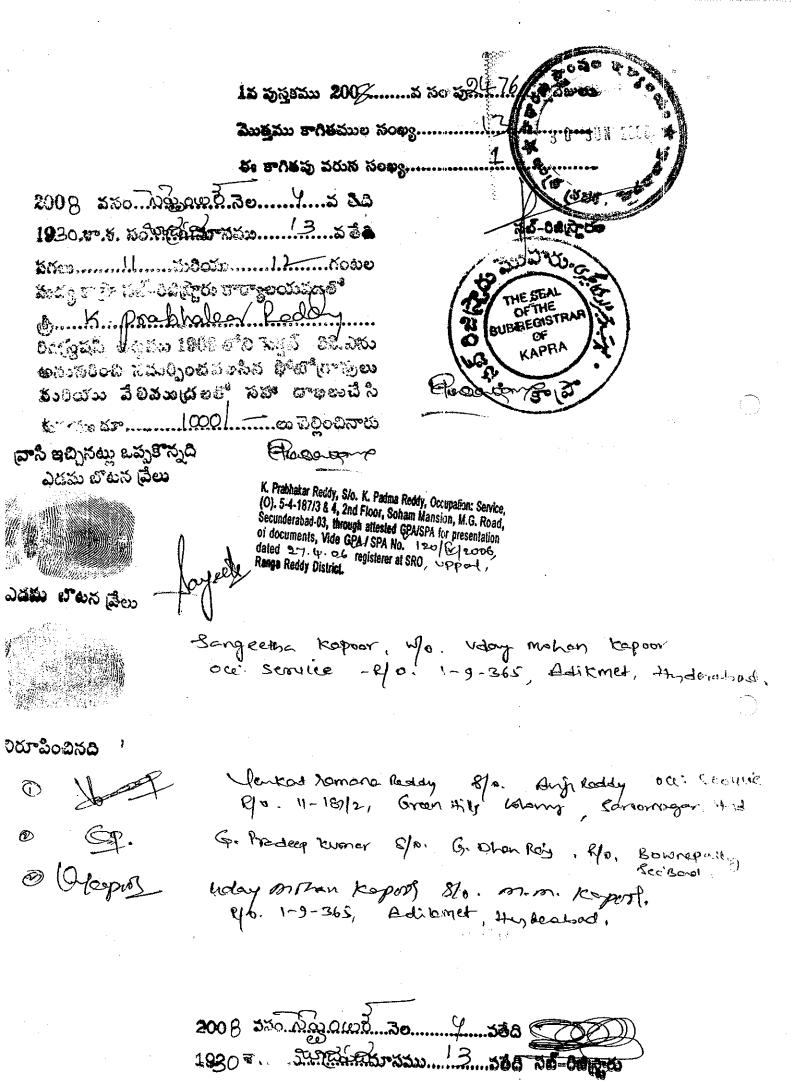
M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years, Occupation: Business, hereinafter referred to as the "Builder" (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

#### **AND**

MRS. SANGEETA KAPOOR, WIFE OF MR. UDAY MOHAN KAPOOR, aged about 41 years residing at 1-9-365, Adikmet, Hyderabad - 044, 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 MOD VENTURES
Partner

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#### WHEREAS:

- A. The Buyer under a Sale Deed dated <u>ou. og. os</u> has purchased a semi-deluxe apartment bearing no. 213, on the second floor in block no. 'E', 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. 28 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. 247 s/ve, 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. 213 on second 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. 213 on the second floor in block no. 'E' admeasuring 750 sft. of super built up area together with undivided share in the scheduled land to the extent of 46.13 sq. yds. and a reserved parking space for two wheeler bearing no. 28, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 4,33,000/- (Rupees Four Lakhs Thirty Three Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 4,33,000/- (Rupees Four Lakhs Thirty Three Thousand Only) before entering 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 MOD VENTURES

Partner

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- 4. The Buyer has handed over the vacant and peaceful possession of the bearing no. 213 on second floor in Block 'E' 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.
- 7. The Builder shall complete the construction of the Apartment and handover possession of the same by 30<sup>th</sup> September 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.

For MODI VENTURES

Partner

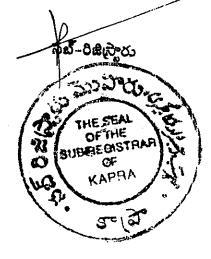
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- The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 12. The Buyer shall not cause any obstructions or hindrance and shall give reasonable 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.

For MODI VENTURES Partner

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- 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.
- 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.
- 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.

For MOD VENTURES

Partner

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#### **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. 213 on the second floor in block no. 'E', 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. 28, 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. 214	
South By	Flat No. 212	
East By	6' wide corridor	
West By	Open to sky	

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:

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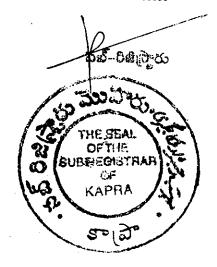
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BUILDER

BUYER

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# SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe
Ctanatana	noc	7.00	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	Čeramic 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.

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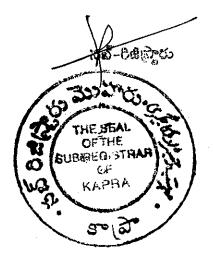
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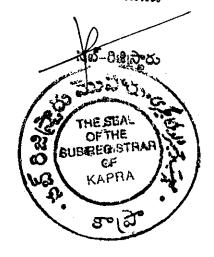
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BEGISTRATION PL	AN SHOWING FLAT NO. 213 IN BLOCK NO. 'E'	
	ON SECOND FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"	
IN SURVEY NOS.	93, 94 & 95	SITUATED &
	MALLAPUR VILLAGE, UPPAL MAN	DAL, R.R. DIST.
BUILDER:	M/S. MODI VENTURES REPRESENTED BY ITS PARTNER	
	SRI SOHAM MODI SON OF SRI SATISH MODI	
BUYER:	MRS. SANGEETA KAPOOR, WIFE OF MR. UDAY MOHAN KAPOOR	
REFERENCE: AREA: 46.	SCALE: INCL: EXCL:	
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	6' wide corridor	
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# AOTOGRAPHS 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

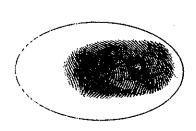




#### **BUILDER:**

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:

MRS. SANGEETA KAPOOR W/O. MR. UDAY MOHAN KAPOOR R/O. 1-9-365 **ADIKMET** HYDERABAD - 044.

SIGNATURE OF WITNESSES:

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for modi ventúres Partner

SIGNATURE OF EXECUTANTS

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

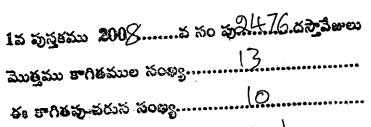
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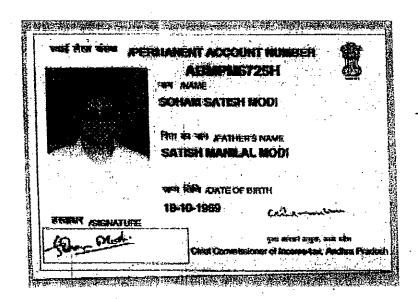
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2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI 5-4- 187/3&4,SOHAM MANSIONM.G.ROAD,SECB AD	
3	HOLDS	PARENTE STORY	(EX) K.PRABHAKAR REDDY(GPA HOLDER) 5-4- 187/3&4,SOHAM MANSIONM.G.ROAD,SECB AD	Roman

Witness Operator Signature

Subregistrar Signature



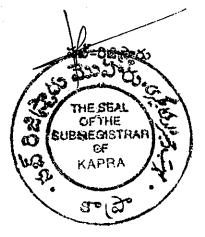
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For MOD

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### WITNESSES NO. 1

#### **Customer Relations Division**





Name : Ch. Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature :

Veril.

Valid upto: 30 April 2009

issuing Authority: ーラフルに当年

Blood Group : O +ve

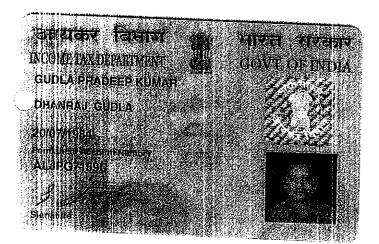
Address 5-4-187/384, lind Floor, M.G Road, Secunderábad-500003. Ph:040-66385551, 040-27544058

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
- 3. The loss of the card must be reported to the Admin Div.Immediately

## WITNESSES NO. 2

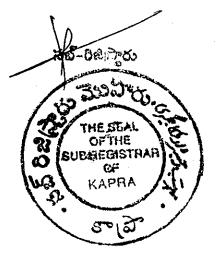


इस कार्ड के खोने ? डाने पर कृपया चुषित करें / लीटाएं : आयकर पैन सेवा इकाई. एन एस डी एल पहली मंजिल. टाईंम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग. लोअर परेल, मुम्बई - 400 013.

If this eard is lost / someone's lost card is found, please inform repurn to: Income Tax PAN Services Unit, NSDL Ist Floor, Times Tower. Kamala Mills Compound, S. B. Marg, Lawer Parel, Mumbai - 400 013.

Tel: 91-22-2499 4650. Fax: 91:22-2495 0664. e-mail: fininfo@nstl.co.in

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DPL Centre No. 88 Incharg Age 16/02/2006 =-63665 da 35.46 ... / 2.35.2 13/11/67 14/06/96 19/12/97 Date of Birth Family Members Details Relation Daughter Wife Š క్కుడారుని సంతకం/వేలముండ 2 Sangeeta Kapoor 3 Saurabh Kapoor 4 Meeta Kapoor Name

: ಶಾರಂಬಾಯ / Hyderabad ¿ Uday Mohan. Kapoor-HOUSEHOLD CARD PAP167664900248 • ఉదయ మాహని. కప్పాం : Employee-Private LPG Consumer No. (1); /(No Cylinder) • చిమ. చిమ. కప్రూం Father/ Husband name ; M. M. Kapoor ವುದ್ದೆ ನಡೆದಿ/Date of Birth: 05/11/1966 **ADIKMET** : ADIKMET Circle VI 000'09 жосл. до / House No. : 1-9-365 చాడ్ 1 Ward- 1 సర్కిల్లం 649 LPG Consumer No. (2) :/ LPG Dealer Name (2) : Name of Head of LPG Dealer Name (1) Annual Income (Rs.) 238 /Occupation ಜಿಲ್ಲ್ /District F.P Shop No 60(d/d/g 500 వీథ /Street Household Card No Colony Ward Circle

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