

9. NO. 348

334/2008

Ad: 373

ES-01

SCANNED



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L 376218

*Signature*

SI No. 11709 Date: 29/12/2007

Sold to Mahender

Malleth

M/S. Modi ventures

**K. SATISH KUMAR**  
 S.V.L. No:13/2000, R. No: 28/2008  
 5-2-30 FREMAVATHIPET (V)  
 R. NAGAR (M), R. R. DIST.

AGREEMENT FOR CONSTRUCTION

81

This Agreement for Construction is made and executed on this the 31 day of January 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 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.)

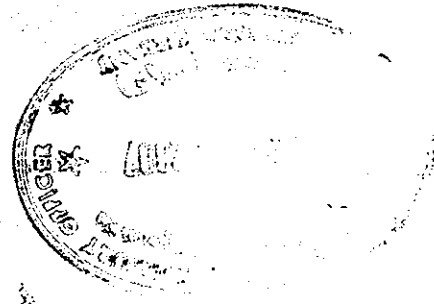
AND

MR. T. SHAIENDRA, SON OF MR. T. SHASHI KANTH, aged about 29 years, residing at Flat No. 12, 14-125/13, Opp. Andhra Bank, Mirjalguda, Malkajgiri, Hyderabad - 500 047, 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

*Signature*  
Partner

*T. Shailendra*



1998 వ సం. 334 వ నంబరు

1929 శ. సం. మాసము.../...వ తేది

ఈ కారితో సంబంధించిన

2008 వ సం. 334 వ నంబరు  
1929 శ. సం. మాసము.../...వ తేది  
వగలు...  
మద్య కార్యాలయము  
శ్రీ. K. Prabhakar  
రిజిస్ట్రేషన్ చట్టము 1956 లోని సెక్షన్ 32.ఎను  
అనుసరించి సమర్పించవలసిన ఫోటో గ్రాఫులు  
మరియు వేతనము... సహా దాఖలు  
1000/-

*(Signature)*



*(Signature)*

వాసి ఇచ్చినట్లు ఒప్పకొన్నది  
ఎడమ బొటన వ్రేలు

*(Signature)*



K. Prabhakar Reddy, S/o. Mr.K.P.Reddy, Occupation: Service,  
(O), 6-4-187/3 & 4, 3rd, Floor, Soham Mansion, M.G.Road, Secunderabad  
Attested GPA, through General Power of Attorney, Vide Doc. No. 120/3/2006  
Registered at SRO, Uppal, Ranga Reddy Dist.

విరూపించినది

1. *(Signature)* Venkatesh Ramchandra Rao  
2-3-64/10/24, Amberpet, Hyderabad

2. *(Signature)* Ram motan S/o. Nanyona Rao  
R/o. 1-12-168/A, Basheerbagh, Hyd.

2008 వ సం. 334 వ నంబరు  
1929 శ. సం. మాసము.../...వ తేది

**WHEREAS:**

- A. The Buyer under a Sale Deed dated 31.01.08 has purchased a standard apartment bearing no. 509, on the fifth floor in block no. 'E', admeasuring 485 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- Undivided share in scheduled land to the extent of 29.83 sq. yds.
  - A reserved two wheeler parking space bearing no. 69 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. 333/2008, 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. 509 on fifth 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:**

- The Builder shall complete the construction for the Buyer a semi-finished standard apartment bearing no. 509 on the fifth floor in block no. 'E' admeasuring 485 sft. of super built up area together with undivided share in the scheduled land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler bearing no. 69, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 5,59,000/- (Rupees Five Lakhs Fifty Nine Thousand Only).
- The Buyer has already paid to the Builder the above said consideration of Rs. 5,59,000/- (Rupees Five Lakhs Fifty Nine Thousand Only) in the following manner:

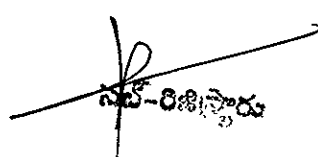
Installment	Amount (Rs.)	Due Date of Payment
I	2,69,000/-	25.01.2008
II	1,09,000/-	25.02.2008
III	1,81,000/-	01.07.2008

**For MODI VENTURES**

  
Partner

*P. Dhairendra*

1వ పుస్తకము 200 గి...వ సం పు 334 దస్తావేజులు  
 మొత్తము కాగితముల సంఖ్య.....12.....  
 ఈ కాగితపు వరుస సంఖ్య.....2.....

  
 సబ్-రిజిస్ట్రారు

**ENDORSEMENT**

Certified that the following amounts have been paid in respect of this document:

**I. Stamp Duty:**

- 1. in the shape of stamp papers..... Rs. 100/-
- 2. in the shape of challan (u/s. 41 of I.S. Act. 1999)..... Rs. —
- 3. in the shape of cash (u/s. 41 of I.S. Act. 1999)..... Rs. —
- 4. adjustment of stamp duty u/s. 16 of I.S. Act. 1999, if any..... Rs. —

**II. Transfer Duty:**

- 1. in shape of challan..... Rs. —
- 2. in the shape of cash..... Rs. —

**III. Registration fees:**

- 1. in the shape of challan..... Rs. 1000/-
- 2. in the shape of cash..... Rs. —


**IV. User Charges**

- 1. in the shape of challan..... Rs. 100/-
- 2. in the shape of cash..... Rs. —

Total Rs. 6690/-


  
 SUB REGISTRAR  
 KAPRA

వ పుస్తకము 2008 సం./ కా.శ. 1925వ  
 పు.....334.....నెంబరుగా రిజిస్టరు చేయబడి  
 స్టాంపింగ్ నిమిత్తం గుర్తింపు తెలియదు  
 1-334...../2008 ..దా యిచ్చబట్టెనది  
 2008 సం.....నెంబరుగా రిజిస్టరు చేయబడినది

  
 సబ్-రిజిస్ట్రారు



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.
4. The Buyer has handed over the vacant and peaceful possession of the bearing no. 509 on fifth 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 01<sup>st</sup> July 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 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

T. Chailender

1వ పుస్తకము 200 .2....వ సం పు 334 దస్తావేజులు

మొత్తము కాగితముల సంఖ్య.....12.....

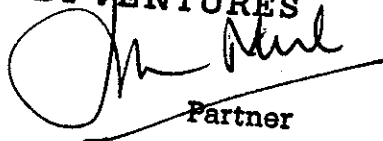
ఈ కాగితపు వరుస సంఖ్య.....3.....

~~నల్-రిజిస్ట్రారు~~



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.
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

  
T. Nair

1వ పుస్తకము 200 ..8...వ సరి పు. 334

మొత్తము కాగితముల సంఖ్య.....12

ఈ కాగితపు వదున సంఖ్య.....4

~~సబ్-రిజిస్ట్రారు~~





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.
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. 6590= /- is paid by way of challan no. 705797, dated 29-01-08, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 5590= /- by way of Payorder No. 138302, dated 29-01-08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MODI VENTURES

  
Partner

T. Dhalendra

1వ ప్రకటనకు విని ..8...వ సం పు...334...దస్తావేజులు

మొత్తము కాగితముల సంఖ్య.....12.....

శ: కాగితపు వరుస సంఖ్య.....5.....

~~సబ్-రెజిస్ట్రారు~~



SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, 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 standard apartment no. 509 on the fifth floor in block no. 'E', admeasuring 485 sft. of super built up area together with proportionate undivided share of land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 69, 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	6' wide corridor
South By	Open to sky
East By	Flat no. 508
West By	Flat no. 510

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:

**For MODI VENTURES**



  
Partner

BUILDER



BUYER

WITNESS:

1. 
2. 

19 వ్యవస్థాపక సంఘం సంఖ్య 334

మొదటి భాగం సంఖ్య 12

ఈ భాగం వరుస సంఖ్య 6

~~సీ-001~~



**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:

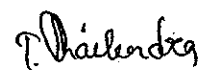
WITNESS:

1. 
2. 

**For MODI VENTURES**

  
Partner

**BUILDER**



**BUYER**



**SECTION PLAN SHOWING**

FLAT NO. 509 IN BLOCK NO. 'E'

ON THE FIFTH FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"

**SITUATED AT**

**SRVEY NOS.**

93, 94 & 95

**MANDAL, R.R. DIST.**

MALLAPUR VILLAGE,

UPPAL

**OWNER:**

M/S. MODI VENTURES REPRESENTED BY ITS PARTNER

**BUYER:**

SRI SOHAM MODI SON OF SRI SATISH MODI

MR. T. SHAILENDRA, SON OF MR. T. SHASHI KANTH

**REFERENCE:**

29.83

**SCALE:**  
SQ. YDS. OR

**INCL:**  
SQ. MTRS.

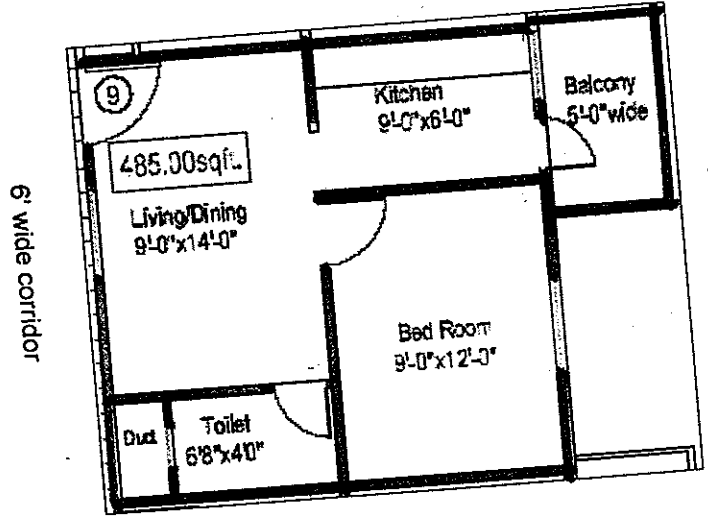


**EXCL:**

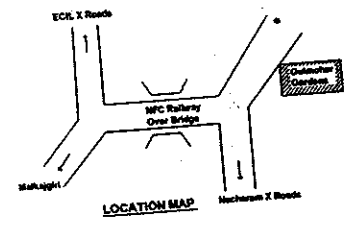


Total Built-up Area = 485 sqft.  
Total of U/S of Land = Ac. 4-00 Gts.

Flat No. 508



Flat No. 510



**WITNESSES:**

- 1.
- 2.

**FOR MODI VENTURES**

Partner  
SIG. OF THE BUILDER

T. Shaileendra

SIG. OF THE BUYER

1వ క్రమం 100 ..8...వ సం పు.334...దస్తవేదికలు

మొత్తము కారీ కుం సంఖ్య.....12.....

ఈ కారీకుం వరుస సంఖ్య.....8.....

~~స-80250~~





**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 BLACK &amp; WHITE</u>	<u>NAME &amp; PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>
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BUILDER :

M/S. MODI VENTURES  
HAVING ITS OFFICE AT 5-4-187/3 & 4  
II FLOOR, SOHAM MANSION  
M. G. ROAD, SECUNDERABAD – 500 003.  
BOTH REPRESENTED BY  
SRI SOHAM MODI  
SON OF SATISH MODI

GPA FOR PRESENTING DOCUMENTS:

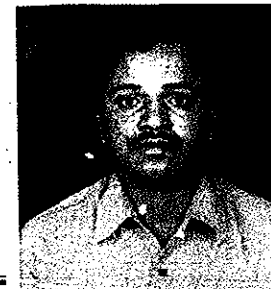
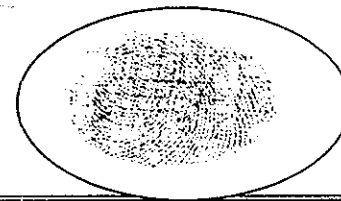
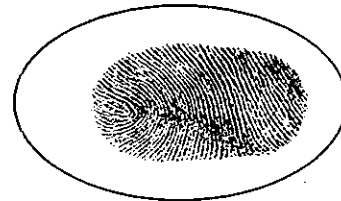
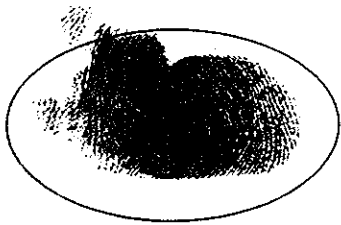
MR. K. PRABHAKAR REDDY  
S/O. MR. K. PADMA REDDY  
(O). 5-4-187/3 & 4  
III FLOOR, SOHAM MANSION  
M. G. ROAD, SECUNDERABAD – 500 003.

BUYER:

MR. T. SHAIENDRA  
S/O. MR. T. SHASHI KANTH  
R/O. FLAT NO. 12, 14-125/13  
OPP. ANDHRA BANK  
MIRJALGUDA, MALKAJGIRI  
HYDERABAD - 500 047.

REPRESENTATIVE:

MR. G. PRADEEP KUMAR  
S/O. MR. G. DHANRAJ  
R/O. H. NO. 1-10-263  
COMSARY BAZAR  
NEW BOWENPALLY  
SECUNDERABAD – 500 011.



SIGNATURE OF WITNESSES:

- 
- 

**FOR MODI VENTURES**

SIGNATURE OF EXECUTIVE

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. G. Pradeep Kumar, as I / We cannot appear personally before the Registering Officer in the Office of  
Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

1వ కృష్ణము 2000 ..8...వ సం పు. 334...వేజాలు

మొత్తము కారితముల సంఖ్య.....12.....

ఈ కారితపు వరుస సంఖ్య.....9.....

~~సబ్-రిజిస్ట్రారు~~



INDIAN UNION DRIVING LICENCE  
ANDHRA PRADESH



DRIVING LICENCE  
OLDAP011193822002  
PRABHAKAR REDDY K  
K PADMA REDDY  
2-3-64/10724  
JAISWAL GARDEN  
AMBERPET  
HYDERABAD

30/07/2002 DUPLICATE

Licencing Authority  
RTA-HYDERABAD.E2

INDIAN UNION DRIVING LICENCE  
ANDHRA PRADESH

स्थायी लेख संख्या / PERMANENT ACCOUNT NUMBER

ABMPM6725H



नाम / NAME

SOHAM SATISH MODI

पिता का नाम / FATHER'S NAME

SATISH MANILAL MODI

जन्म तिथि / DATE OF BIRTH

18-10-1969

हस्ताक्षर / SIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh



8 279 1005

For MODI VENTURES

Partner


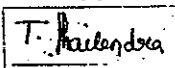

1వ పుస్తకము పేజీ 8...వ సం. 334...వ పేజీలు

మొత్తము లాగితముల సంఖ్య 12

ఈ లాగితపు పనుల సంఖ్య 10

~~స-రిజిస్ట్రారు~~



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	ACZPT3913A	
नाम / NAME	SHAIENDRA TRIMBAKWADE	
पिता का नाम / FATHER'S NAME	SHASHIKANT TRIMBAKWADE	
जन्म तिथि / DATE OF BIRTH	06-05-1978	
हस्ताक्षर / SIGNATURE		
		मुख्य आयकर अधिकारी, आंध्र प्रदेश Chief Commissioner of Income-tax, Andhra Pradesh

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें  
मुख्य आयकर आयुक्त,  
आयकर भवन,  
बशीर बाग,  
हैदराबाद - 500 004.

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Chief Commissioner of Income-tax,  
Aayakar Bhavan,  
Basheerbagh,  
Hyderabad - 500 004.

*T. Shailendra*

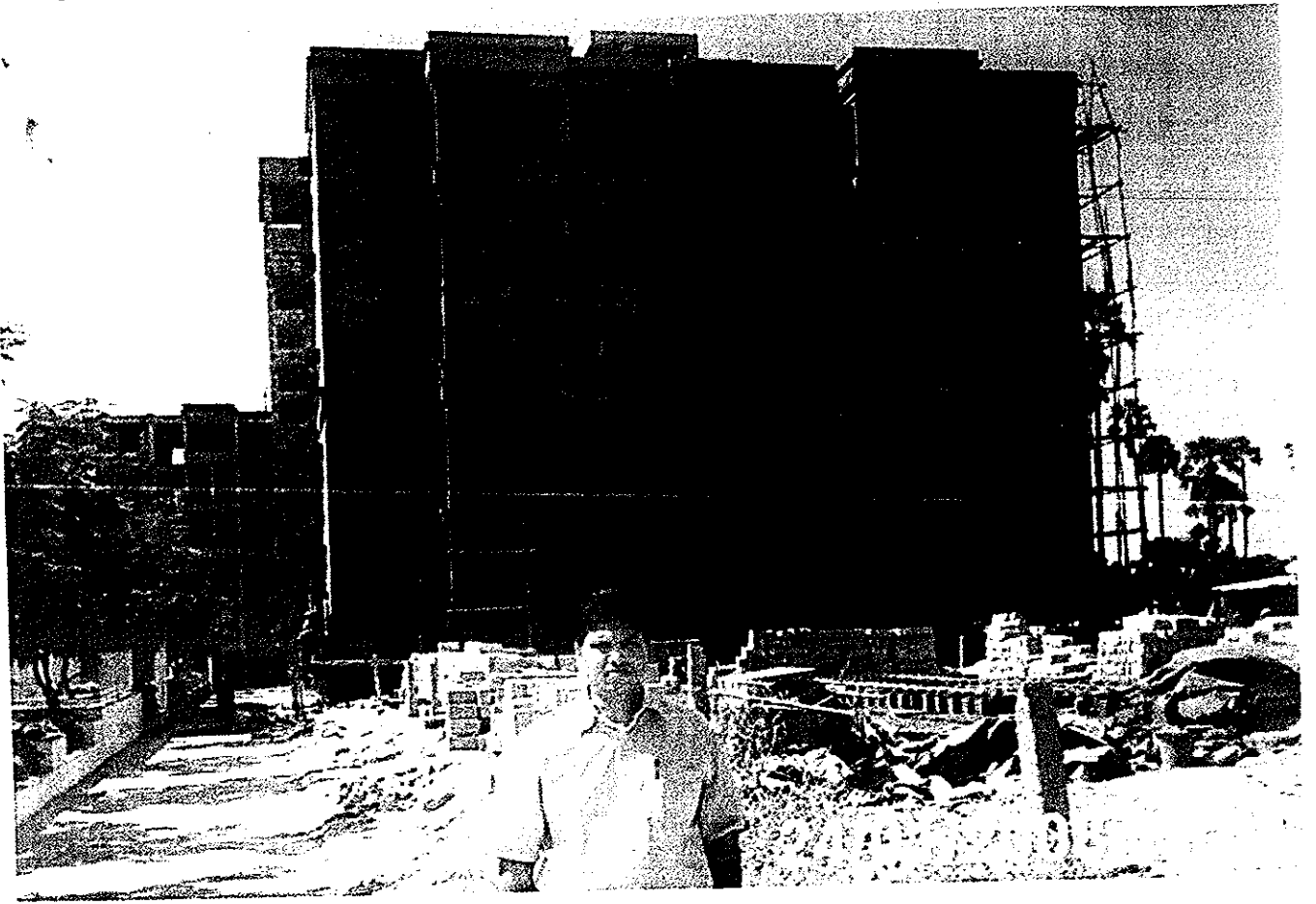
1వ స్థూలము 2001 డి.వి.నం. 334

మొత్తము కాగితముల సంఖ్య.....12

ఈ కాగితపు వరుస సంఖ్య.....11

~~ప్రతి-రిజిస్ట్రారు~~





1వ పుస్తకము 200 ..81...వ సం పు..334...పేజీలు

మొత్తము కాగితముల సంఖ్య.....121.....

ఈ కాగితపు వరుస సంఖ్య.....121.....

