

SCANNED

Doc. No. 336/10 R-28



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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

AE 594953

796 S.No. 01/12/2009 Date Rs. 100

Name: Anil Kumar S/o. Narsing Rao For Whom: Modi & Modi Constructions

U. MASTANA S.X.L. No. 09/2009 H.No. 8-3-220/678/209 YOUSUFGUDA, HYDERABAD.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 1st day of February at SRO, Keesara, Ranga Reddy District by and between:

M/S. MODI & MODI CONSTRUCTIONS 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 39 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

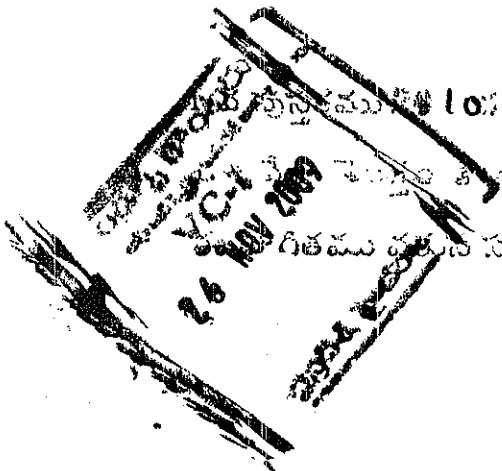
1. MR. ROHIT KUMAR PADMANABHAN, SON OF MR. T. K. PADMANABHAN aged about 34 years, Occupation: Service
2. MRS. DEBARATI DATTA, WIFE OF MR. ROHIT KUMAR PADMANABHAN aged about 33 years, Occupation: Service, both are residing at Plot no. 6, 1st Floor, Archana Enclave, East Marredpally, Secunderabad - 500 026, 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 & MODI CONSTRUCTIONS

[Signature]
Partner

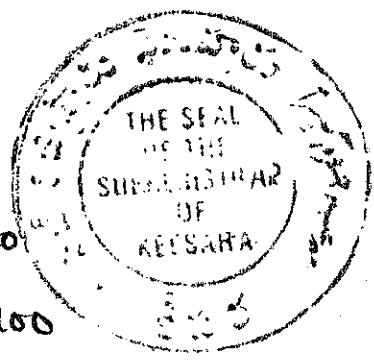
[Signature]

[Signature]



ಸಂಖ್ಯೆ 107 ಕೆಆರ್.ಐ.ಒ. 336
 ದಿನಾಂಕ 14
 ಕೆಆರ್.ಐ.ಒ.

ಸಂಖ್ಯೆ 4
 ಕೆಆರ್.ಐ.ಒ.



ENDORSEMENT
 The following amounts have
 been paid in respect of this document:
 By Challan No. 5571602 dt. 11/2/2010

I. Stamp Duty.	
1. In the shape of stamp papers	Rs. 100
2. In the shape of challan	
3. In the shape of cash	Rs. 179 00
4. Government pleader's duty	Rs.
5. Government pleader's fee	Rs.
II. Transfer Duty.	
1. In the 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	19100

SUB REGISTRAR
 KEESARA

WHEREAS:

- A) The Builder is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts. forming part of Sy. Nos. 128, 129, 132, 133, 134, 135 & 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)
1.	6095/2005	20.09.2005	134, 135 & 136	Ac. 2-08 Gt.
2.	7972/2004	10.08.2004	128, 129, 132, 133, 136	Ac. 2-10 Gt.
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.
Total Extent of Land				Ac. 6-28 Gts.

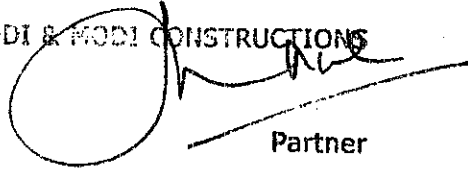
All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

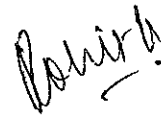
- a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
- b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
- c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
- d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
- e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
- f. Shri M. Pranavanadham, S/o. Hanumath Rao
- g. Shri M. Pravarakya, S/o. Shri Kashinatham

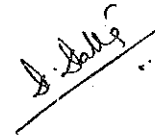
The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners

- B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Builder herein.
- C) The Builder is desirous of developing the Scheduled Land by constructing row / independent house thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007. The proposed project of development is styled as 'NILGIRI HOMES'.

For MODI & MODI CONSTRUCTIONS


Partner





1 వ పుస్తకము నెంబ/10వ సం/11పు..... 336
 2 వ పుస్తకము నెంబ/10వ సం/11పు..... 14
 3 వ పుస్తకము నెంబ/10వ సం/11పు..... 2

నెంబ/10వ సం/11పు..... 1 వ తల
 1931 వ సం. నెంబ/10వ సం/11పు..... 12 వ తల
 12 వ తలకు..... 1..... గంతుల మొదల
 ప్రభాకర్ రెడ్డి అనేవారు
 Prabhakar Reddy
 1908 వ సం. నెంబ/10వ సం/11పు..... 32 వ తల
 1000/-..... లు చెల్లించినది
 రెడ్డి అనేవారు



Prabhakar Reddy

K. Prabhakar Reddy, S/o. K. Padma Reddy, Occupation: Service (O). 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-03, through attested GPA/SPA for presentation of documents, Vide GPA / SPA No. 12/2001/03 dated 29.3.08 registerer at SRO, Keesara Ranga Reddy District.



ఎడమ బొటన వ్రేలు Rohit Kumar

Rohit Kumar Padmanabhan
 S/o. T.K. Padmanabhan, occ: Service
 R/o. Plot no. 6, 7th floor, Archana Enclave
 East Marechalpally, Sec Bad.



నిడమ బొటన వ్రేలు D. Debarati

Debarati Datta
 W/o. Rohit Kumar Padmanabhan, occ: Service
 R/o. Plot No. 6, 7th floor, Archana Enclave,
 East Marechalpally, Sec Bad.



నిరుపేయినది

① Venkateswara Reddy

Venkateswara Reddy S/o. Anji Reddy occ: Service
 R/o. 11-187/2, Rd No. 2, Green Hills Colony, Hnd

② B. RAJ KUMAR

B. RAJ KUMAR S/o. MUKUND RAO, occ: SERVICES
 R/o. ATWAL, SEC Bad.

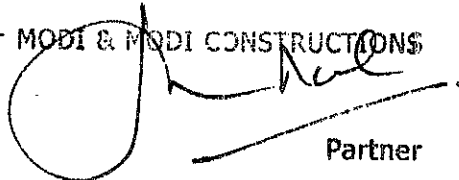
2010 సం. నెంబ/10వ సం/11పు..... 1 వ తల
 1931 వ సం. నెంబ/10వ సం/11పు..... 12 వ తల

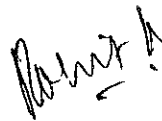
- D) The Builder in the scheme of the development project have planned that the prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent house constructed thereon.
- E) The Buyer has purchased plot of land bearing plot no. 28 admeasuring 117 sq. yds. under a Sale Deed dated 01.02.2010 registered as document no. 334/10 in the Office of the S.R.O. Keesara, Ranga Reddy District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Land Development Charges with the Builder for construction of a house on the plot of the land.
- F) The Buyer has inspected all the documents of the title of the Builder in respect of the Scheduled Land and the plot of land bearing plot no. 28 and also about the capacity, competence and ability of the Builder to construct the house thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.
- G) The Buyer is desirous of having a house constructed for him by the Builder on plot of land bearing no. 28 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the house.
- H) The Buyer as stated above had already purchased the plot of land bearing no. 28 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 01.02.2010 referred herein above are and shall be interdependent agreements.
- I) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the house and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall construct for the Buyer a — deluxe, semi-detached house admeasuring 1659 sq. ft. of built-up area on plot of land bearing plot no. 28 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for an amount of Rs. 18,00,000/- (Rupees Eighteen Lakhs Only).

For MOBI & MODI CONSTRUCTIONS


Partner





1 వ పుస్తకము 2010 వ సం॥నా..... 336.....
 దస్తావేజు మొత్తం కొనితీయడానికి సంఖ్య..... 14.....
 ఈ కొనితీయడానికి సంఖ్య..... 3.....

[Signature]
 10-04-2010

An amount of Rs. 17900 towards stamp duty
 including transfer duty of Rs. 1000.....
 towards registration fee on the Market Value
 of Rs. 18,00,000..... was paid by me
 by the Challan No. 551403.....
 dated 12/2/10 at BH Keesara Br. Keesara

[Signature]
 Sub-Registrar
 Keesara

1 వ పుస్తకము 2010 సం॥ (బి.శ. 1931) సంఖ్య
 336 మంబరుగా కొనితీయడానికి దస్తావేజు
 మొత్తం గుర్తింపు సంఖ్య 1530-336/2010
 కచ్చితమైనది
 2010 సం॥ 01/04/2010

[Signature]
 సబ్ రిజిస్ట్రారు కిరీకూరి



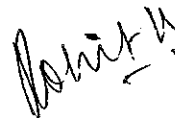

2. The Buyer shall pay to the Builder the above said amount of Rs. 18,00,000/- (Rupees Eighteen Lakhs Only) in the following manner:

Installment	Amount	Due date for payment
I	Rs. 6,00,000/-	09.03.2010
II	Rs. 3,75,000/-	09.04.2010
III	Rs. 6,25,000/-	Bal HL amount to be paid on completion of flooring, bathroom tiles, doors & 1 st coat of paint
IV	Rs. 2,00,000/-	On Completion

3. 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.
4. In case the Scheduled House is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in above. The Buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder as to completion of the Scheduled House, notwithstanding the installments and due dates mentioned above.
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 plot of land bearing no. 28 to the Builder for the purpose of construction of the house.
7. The Builder shall construct the house in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. 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.

For MODY & MODY CONSTRUCTIONS


Partner

..... 336
..... 14
..... 4

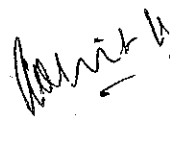
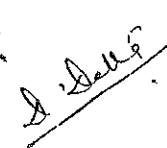
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105-68195



16. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the house nor shall the Buyer make any additions or alterations in the house without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Nilgiri Homes Project.
17. 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 Nilgiri Homes 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.
18. The Builder shall have the right to construct other houses and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Nilgiri Homes and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Nilgiri Homes shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective houses without any hindrance or objection of any kind whatsoever.
19. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the house under this agreement, or the sale deed, and/or the agreement for Land development charges.
20. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association.
21. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Homes Project and shall abide by its rules. Until the society / association is formed the Buyer shall pay to the Builder such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Builder. If the Buyer ever fails to pay maintenance charges for his/her house, the association shall be entitled to disconnect and stop providing all or any services to the scheduled house including water, electricity, etc. The Buyer shall pay a sum of Rs. 40,000/- & 60,000/- for row houses & independent houses respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments

For MODI & MODI CONSTRUCTIONS


Partner

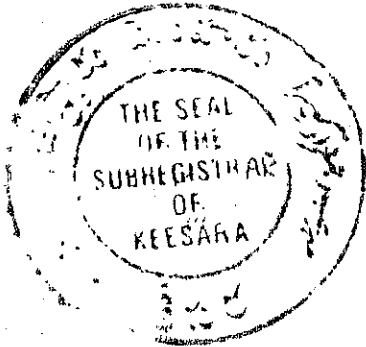



1 వ పుస్తకము 2010 సం॥ను..... 236

దస్తావేజు సెక్షన్ కార్యకలాపాల పంఖ్య..... 14

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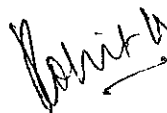
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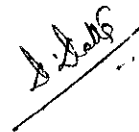


22. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
23. 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 10% 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 house 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.
24. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the house. However, even if such conditions are not laid down expressly by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.
25. That the Buyer or any person through him shall keep and maintain the house in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Nilgiri Homes. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under law.
26. 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.
27. 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 MODE & MODE CONSTRUCTIONS


Partner



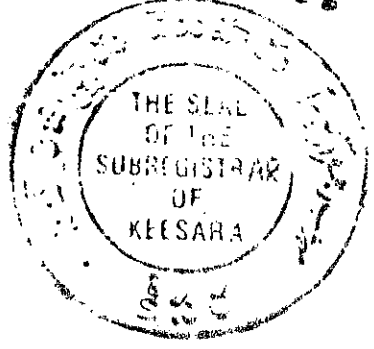


1 వ పుస్తకము కలిగిన సంఖ్య..... 336

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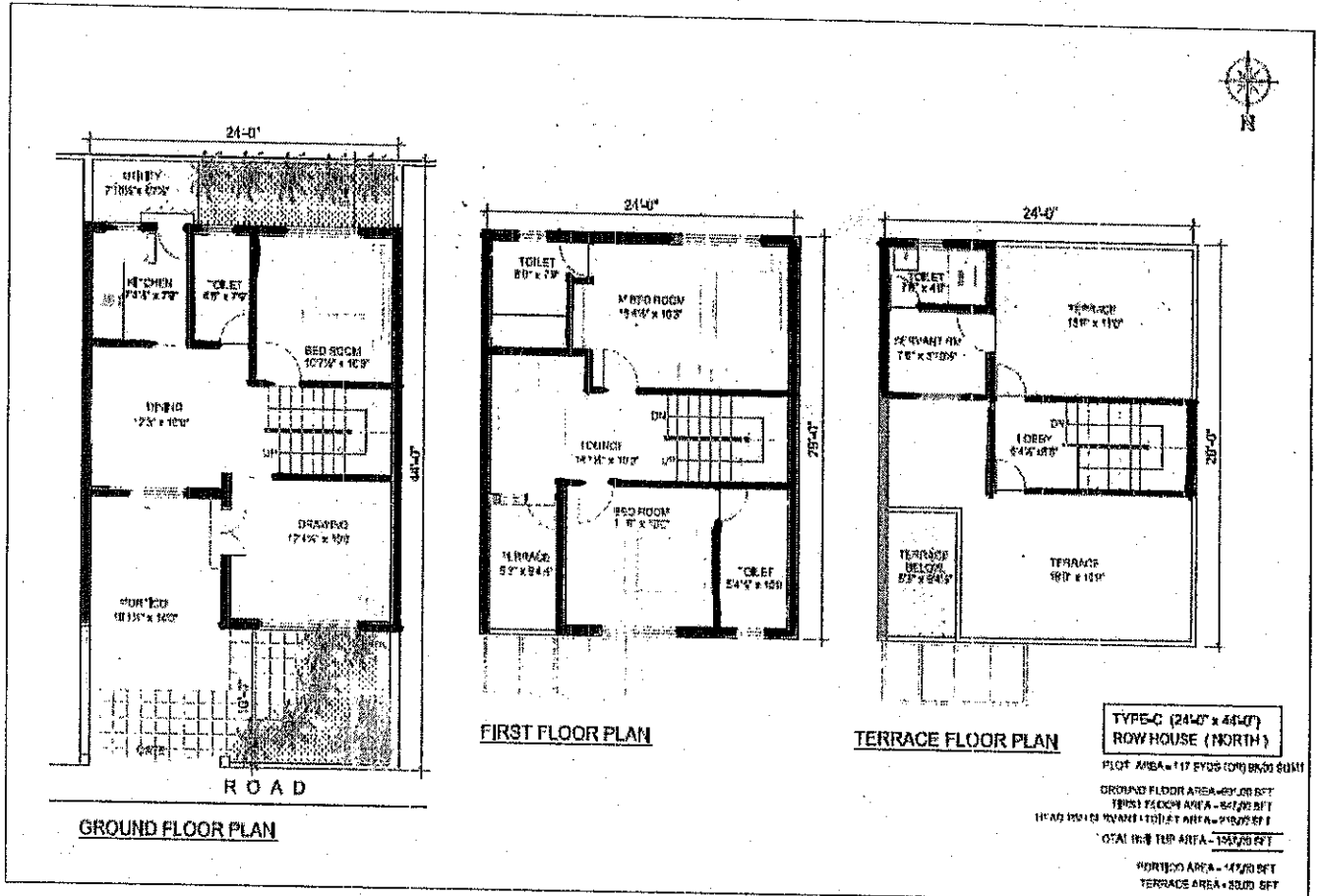
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8
1955-09-25



ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 28 ADMEASURING 1659 SFT. OF BUILT-UP AREA.



For MODI & MODI CONSTRUCTIONS

(Signature)
Partner

(SOHAM MODI)
VENDOR

(Signature)
S. SINGH

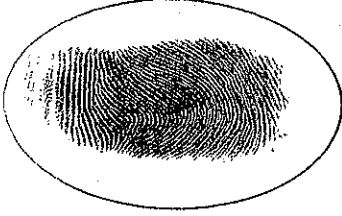



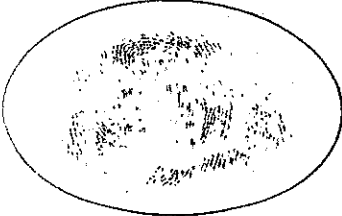

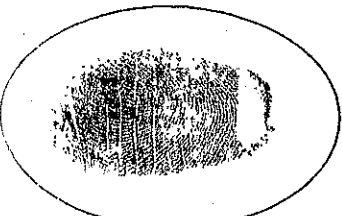

VENDEE

1వ పుస్తకము 2010వ సం. 11వ పు. 336
దస్తవేజులు 14
పాఠాంతము వరుస పు. 10


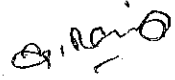
జి.వి.ఎస్




**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

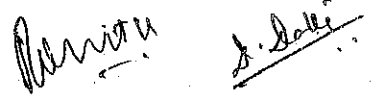
SL. NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<p>BUILDER:</p> <p>M/S. MODI & MODI CONSTRUCTIONS HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD REP. BY ITS MANAGING PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI</p> <p><u>GPA FOR PRESENTING DOCUMENTS</u> <u>VIDE DOC.NO. 12/BK/IV/2008. Dt. 29.03.2008.</u></p> <p>MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3&4, II FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD – 530 003.</p> <p><u>BUYER:</u></p> <p>1. MR. ROHIT KUMAR PADMANABHAN S/O. MR. T. K. PADMANABHAN R/O. PLOT NO. 6, 1ST FLOOR, ARCHANA ENCLAVE, EAST MARREDPALLY, SECUNDERABAD – 500 026.</p> <p>2. MRS. DEBARATI DATTA W/O. MR. ROHIT KUMAR PADMANABHAN R/O. PLOT NO. 6, 1ST FLOOR, ARCHANA ENCLAVE, EAST MARREDPALLY, SECUNDERABAD – 500 026.</p>
			
			
			

SIGNATURE OF WITNESSES:

1. 
2. 

For MODI & MODI CONSTRUCTIONS


 Partner
 SIGNATURE OF EXECUTANTS


 SIGNATURE OF BUYER


1 వ పుస్తకము జరిగి 10వ సంచిక..... 336

వస్త్రావేషా వస్తువుల కొనుగోలుము నియమాలు..... 14

వారి కొనుగోలు వస్తువుల నియమాలు..... 11

సుబ్-రెజిస్ట్రార్

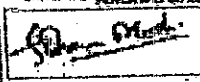


स्थायी लेखा संख्या **PERMANENT ACCOUNT NUMBER**
ABMPN6725H



नाम **NAME**
SONAM SATISH MODI

पिता का नाम **FATHER'S NAME**
SATISH MANLAL MODI


जन्म तिथि **DATE OF BIRTH**
18-10-1989


हस्ताक्षर **SIGNATURE**


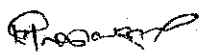
प्रमुख आयकर अधिकारी, आंध्र प्रदेश
Chief Commissioner of Income-tax, Andhra Pradesh

आयकर विभाग **INCOME TAX DEPARTMENT**

 भारत सरकार **GOVT. OF INDIA**

PRABHAKAR REDDY K
PADMA REDDY KANDI
15/01/1974
 Permanent Account Number
AWSP8104E

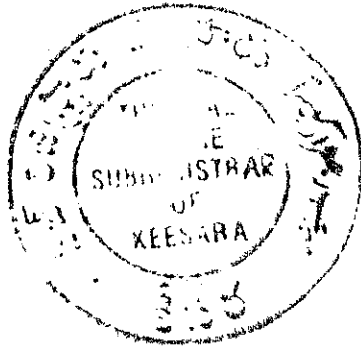
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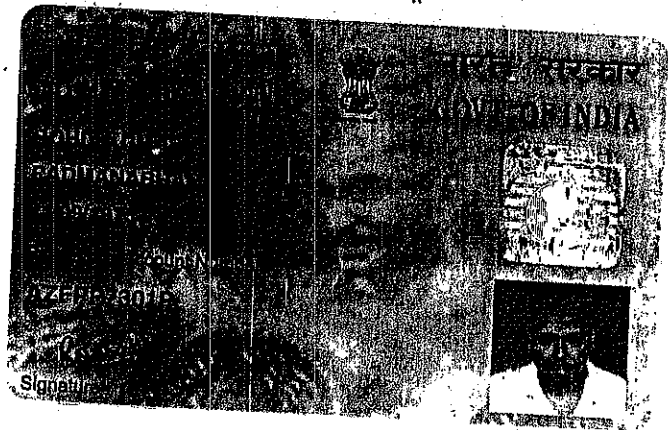




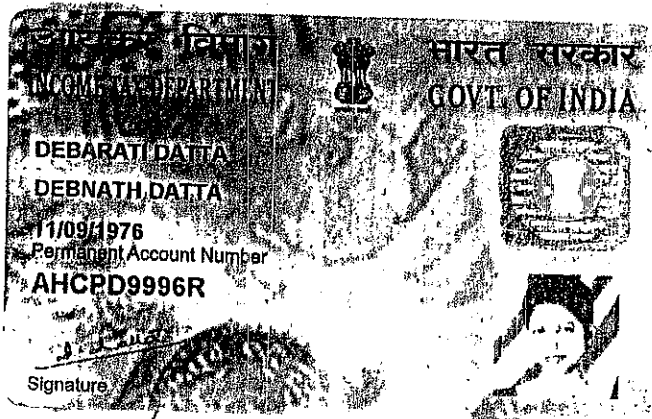
1 వ పుస్తకము జి. (య) సం. 11 ధృ..... 336
కస్తావేజు హెబెక్టం కొరిజితులు సంఖ్య..... 14
ఈ కొరిజితులు వరుస సంఖ్య..... 12

జి. - రిజిస్ట్రార్





Amrit U.



A. Datta

అతి పుస్తకము 20 10వ సంపుట..... 336.....

దస్తావేజు సమగ్ర జాగీరుల సంఖ్య..... 14.....

హాకూగితము వరుస సంఖ్య..... 13.....

చ-రెడ్డిపాక



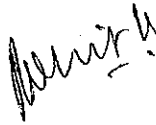


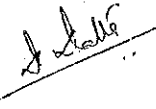


71

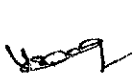
Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 337/2010 of SRO: 1530(KESARA)

01/02/2010 12:03:16

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1			(CL) ROHIT KUMAR PADMANABHAN R/O. P.NO 6 1ST FLOOR, ARCHANA ENCLAVE,EAST MARREDPALLY, SEC-BAD.	
2			(CL) DEBARATI DATTA R/O. P.NO 6 1ST FLOOR, ARCHANA ENCLAVE,EAST MARREDPALLY, SEC-BAD.	
3	Manual Enclosure	Manual Enclosure	(EX) M/S MODI & MODI CONSTRUCTIONS REP BY SOHAM MODI O/O. 5-4-187/3 & 4, SOHAM MANSION M.G.ROAD, SEC-BAD.	

Witness Signatures


Operator Signature


Subregistrar Signature

४५-४०२-४

