



13 హుస్తకము 2008...... 5 నం ప్ర.మీ. సమేత మొక్తము కాగిశముల సంఖ్య-------గితపు వరున సంఖ్య................

2008 380. 2. 8 ... 30.2.7 ... 3 34 నుద్య కాస్తా సుక్-రిజిస్టారు కార్యాలయముతో 189 K. Plithatar Roddy రిణ్యేషస్ చట్టము 1908 లోని సెక్షన్ 🞎 ఎను అనునరించి సపుర్పించపలసేన స్టోబ్ గ్రాహులు **వ**ురియు వేలివుుద్దఅవో సహ దాంఖుచేసి



వానీ ఇచ్చినట్లు ఒవ్చకొన్న<mark>ది</mark> ఎడమ బొళున ప్రేలు

Phasonage 5/o. K.P. Reddy oce. Service S-4-187/2 64, and Floor, Roham mansion, M. G. Rood, Sec' Bad, Abrough attested GPA bor (0) S-4-187/2 64, Presentation of Documents, vide GPA Da. NO. 120/12/06 at slo, upper, R. R. Ost.



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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 27.06.2008 has purchased a semi-finished, deluxe apartment bearing no. 215, on the second floor in block no. 'A', 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. 30 admeasuring about 15 sft.
  - c. A reserved car parking space bearing no. 27 admeasuring about 100 sft.

    This Sale Deed is registered as document no. 1670/08 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 deluxe apartment bearing no. 215 on second floor in Block 'A' 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 deluxe apartment bearing no. 215 on the second floor in block no. 'A' 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 and Car parking bearing no. 30 & 27 admeasuring 15 & 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 6,30,000/- (Rupees Six Lakhs Thirty Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 6,30,000/- (Rupees Six Lakhs Thirty Thousand Only) which the Builder admitted and acknowledged the receipt for above said consideration.
- 3. 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 2 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.

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III. Registretten Co.

IV. User Charges

- 4. 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 1month from the due date.
- 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 semi-finished apartment bearing no. 215 on second floor in Block 'A' to the Builder for the purposes of completion of construction of the apartment.
- 7. 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.
- 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.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 30<sup>th</sup> June 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.
- 10. 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.

11. 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.

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- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.

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- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Stamp duty and Registration amount of Rs. 7300=/- is paid by way of challan No. 766073, dated 20.06.08, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 6300/- by way of Payorder No. 141423, dated 20.06.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

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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	ę.w.	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 deluxe apartment no. 215 on the second floor, in block no. 'A', 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 and car on the stilt floor bearing nos. 30 & 27, admeasuring about 15 and 100 sft. respectively., 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	Open to sky & 6' wide corridor	
South By	Flat No. 214	
East By	Lift & Open to sky	
West By	Open to sky	

WITNESSES:

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BUILDERPartner

**BUYER** 

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# SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

Item	Ständard Apartment	Semi-deluxe Apartment	Deluxe
	Market Carlot Service Control		Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blocks 5 - 2.2	blocks	blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting		Smooth finish with OBD	Smooth finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marbleaties :
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Nonateak)
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors = moulded s
Electrical	Copper wiring with standard switches	Céppersvaring with: s modular switches	Copper wiring with modular switches
Windows	Powdergoated: ** aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Ceramicatiles with 7. dado	Designer/ceramic tiles with 7/2 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	age second it of the sopring of a
Kitchen platform	Granite tiles 2 ft. ceramic tiles dado, SS sink	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite stab, 2 it ceramio tiles dado, 55 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.

BUILBER

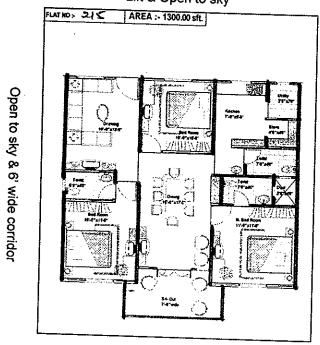
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SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
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Open to sky



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Over Bridge

Flat No. 214

**WITNESSES:** 

1. \\ 2.

For MODI VENTURES

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

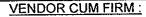
THE SEAL OF THE SUBREGISTRAR OF KAPRA

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

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FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



M/S. MODI VENTURES
M/S. SRI SAI BUILDERS
HÄVING 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



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. MEENA DESAI W/O. MR JAYANT DESAI R/O. 114 WELCOM COURT APARTMENTS OPP: NIN, TARNAKA SECUNDERABAD - 500 017.

#### REPRESENTATIVE:

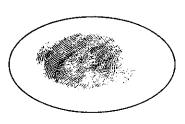
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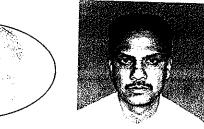












SIGNATURE OF WITNESSES:

2.

SIGNATURE OF EXECUTANTS

SIGNATURE OF THE REPRESENTATIVE

Mrs. Meena J. Desai SIGNATURE(S) OF BUYER(S)



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

C.S.No./Year: 001730/2008 of SRO: 1526(KAPRA)

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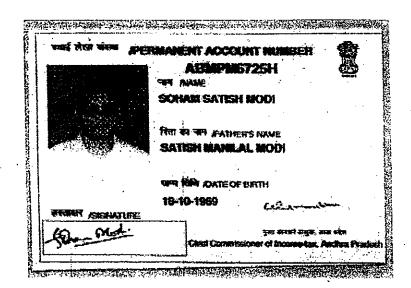
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1	Manual Enclosure	Manual Enclosure	(CL) MEENA DESAI TARNAKASEC	
2		CORPTE E FOR THE	(CL) BALAKRISHNA DESAI(REPRESENTATIVE FOR THE CLAIMANT) TARNAKASEC ,	Borlow
3	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MANAGING PARTNER SOHAM MODI OFF:5-4- 187/3&4,II FLR., SOHAM MANSIONM.G.ROAD,SEC -BAD	
4	THE	THE VEND	(EX) K.PRABHAKAR REDDY(SPA FOR THE VENDOR)	Pacas

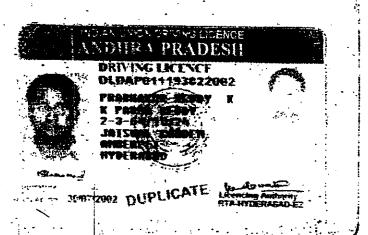
Witness Signatures Operator Signature Subregistrar Signature

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Partner

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हमांच पुत्रास, भागत संग्रास्थ्य के राष्ट्रपति के शुन्न वर, प्रभावत ही कि का इस या को समेगात की, या प्रार्थमा हा अलिए के प्रशावित के तथा कर्ना किस मेगा के का आजारी या जानी कोने हैं, और प्रमे रहा सका के श्रीत जरावता को रहत सुकार स्थाप कर विकास कर आस्पार में से

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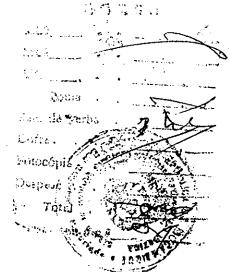
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क्षितिकार के प्रतिकारण प्रतिकारण विकास में सहिता कार्याची को समझ के वर्ष है कि है उसी से विकास स्थापन भिशन । पीनी पर देशकृत करना सं।

#### घेतादःशि

यह शासोंदें भारत साकार हो। माणीते हैं। भारतीर्थ अधिकारी में इस गायार्थ के संपर्ध में को सुरवा दिवने पर दिवने को सुर्ध करना शांतन है, स्थान मूर्यन सहस्वत किया गया।

यह बातचीई ब्राक द्वारा किया भी देन से अध्या न भेजा भारत थर पामार पापक दा असी प्रशासन कार्य कर्ता स्थाप का पा ता प्रशास प्रशास प्रशास कार्य का प्रशास का प्रशास का प्रशास का प्रशास का प्रशास इसमें अधिकृत क्षातित के करने में ही होना प्रतिस्था रापने विभी भी प्रशास के प्रशास का रिवृत्त करें। क्षिया जाना चाहिए ।

कामार्थे पुत्र बाता, पोर्स से बान का कर में वार्च पा उनकी सिर्ध नामान माना में निकासन बार्विक अधिकारि को (संबा परि धारक सिर्मा में सी) निकासन कामाँच जिला को और स्थानेन पुतिना को दी बानी मासिए। निसंदिन दुष्णाय के प्राथम की प्रीपृश्क प्रथमित सी िया वस्तात ।

#### REGISTRATION

INDIAN CITIZENS RESIDENT ABBOAD ARE ADVISED TO REVISE TER THEMSELVES AT THE NEAREST INDIAN MISSION / POST.

#### CAUTION -

CAUTION.

THES PASSFORT IS THE PROPERTY OF THE GOVERNMENT OF INPALANY COMMUNICATION RECEIVED BY REGINE FROM THE PASSFORT AUTHORITY RECARDING THIS PASSFORT, INCLUDING DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH REMEDIATELY.

PASSFORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POSE, IT SHOULD BE IN THE CUSTODY EITHER OF THE HOLDER OR OF A PERSON AUTHORISED BY THE HOLDER, IT MUST NOT BE ALLERED OR MUTILATED IN ANY WAY.

LOSS, THEFT OR DESTRUCTION OF PASSPORTS SHOULD BE IMMEDIATELY REPORTED TO THE NEAREST PASSPORT AUTHORITY IN INDIA OR (IF THE HOLDER IS ARROAD) TO THE REAREST RIPHAY MISSION AND TO THE LOCAL POLICE, OMLY AFTER EXHAUSTIVE ENQUIRIES SHALL A REPLACEMENT PASSPORT BE ISSUED.

Ren on menjaragah sabaman ikama of Faitzen Legal Guardian SHANKAR POTDAR	USHA POTDAR	मारे या पत्नी का मन्त्र Mana of Spouso JAYANT DESAI	NO. 378, 1 ANDAR, FLAT NO. 3	BAIRA CENTRAL (1)' AV. OLOF PALME,	MAPUTO, MOZAMBIQUE	gard unactic an मं. और उराक्ष ज्यारी ताने का स्थान एवं तिसि JOId Passport No. with date and Place of is A 5 4 8 3 8 5 1 1 1 4 / 05 / 1998 MIMBA 1	TOTAL ATILE NO. MOZ MODO 7 2 0 7
Rem enu SHAN	USHA	JAYA	NO.	BAIR	MAPU	A548	MOZM

