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M. Byth.

5-4-78/A. Counc Baniques SECUNDERABAD-500 00:

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 'A day of December, 2007 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. S. SRIDHAR SON OF MR. R. SIVARAMAN, aged about 30 years, residing at H. No. 10-25, Plot No. 162, HMT Nagar, 8th Street, Nacharam, Hyderabad - 500 076. hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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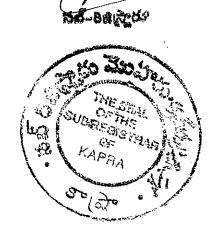


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పగలు......1.....పురియు......?....గంటల పుద్య **కాస్ట్ సబ్-రిజీస్ట్రారు కా్యాలయములో** 13. K. Probledov neddy రిజియ్దేషస్ చర్మకు 1908 లోని సె**క్షన్ 32.ఎను** అనున**రించి స్ము**ర్బించడల**ిన ఫోటో(గాఫులు**

వురియు, వేలివుు(దలకో సహా దాఖలుచేసి

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డ్రాసీ ఇచ్చినట్లు ఒప్పకొన్నది ఎడమ బొఱన ప్రేలు

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WHEREAS:

- A. The Buyer under a Sale Deed dated 13.13.9 has purchased a deluxe apartment bearing no. 301, on the third floor in block no. 'A', admeasuring 975 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 59.96 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 31 admeasuring about 15 sft. This Sale Deed is registered as document no. 640/2007, 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. 301 on third 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. 301 on the third floor in block no. 'A' admeasuring 975 sft. of super built up area and undivided share of land to the extent of 59.96 sq. yds. A reserved two wheeler parking bearing no. 31 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 4,81,000/- (Rupees Four Lakhs Eighty One Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 4,81,000/- (Rupees Four Lakhs Eighty One 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.



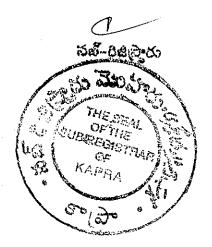
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- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1month from the due date.
- 5. The Buyer 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. 301 on third 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 30th November 2007 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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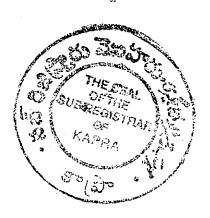


- 12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 13. The Builder shall deliver 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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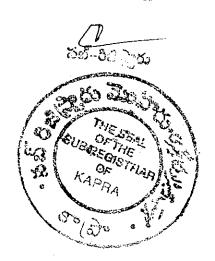
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- 19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently 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. 7910=/- is paid by way of challan No. 705313, dated 12/12/07, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 4815/- by way of Payorder No. 137206, 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 | 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. 301 on the third floor, in block no. 'A', admeasuring 975 sft. of super built up area together with proportionate undivided share of land to the extent of 59.96 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 31, 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 | Open to sky |
|----------|--------------------------------|
| South By | 6' wide corridor & Open to sky |
| East By | 6' wide corridor |
| West By | Open to sky |

WITNESSES:

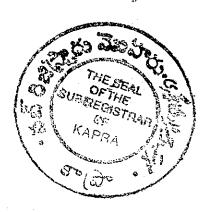
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SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

| Item | Standard Apartmen | | OF CONSTRUCTION |
|------------------------|--|--|---|
| Structure | | t Semi-deluxe Apartme | |
| Walls | RCC | RCC | Apartment |
| walls | 4°/6° solid cement blocks | 4"/6" solid cement | RCC 4"/6" solid cement |
| External paintin | g Exterior emulsion | blocks | blocks |
| Internal painting | Sponge finish with OF | Exterior emulsion | Exterior emulsion |
| Flooring - | Mosaic | Smooth finish with Of Ceramic Tiles | THISH WILL OD |
| Drawing & Dining | | CCIMING THES | Marble slabs |
| Flooring - Bedrooms | Mosaic | Ceramic Tiles | Marble tiles |
| Door frames Doors | Wood (Non-teak) | Wood (Non-teak) | Wood OL |
| | Moulded main door, others flush doors | Moulded main door, others flush doors | Wood (Non-teak) All doors – moulded |
| Electrical Windows | Copper wiring with standard switches | Copper wiring with modular switches | Copper wiring with modular switches |
| Bathroom | Powder coated aluminum sliding windows with grills | Powder coated aluminum sliding windows with grills | Powder coated aluminum sliding |
| | Ceramic tiles with 7' dado | Designer ceramic files | windows with grills Designer ceramic tiles |
| Sanitary | Raasi or similar make | with 7' dado | with 7' dado |
| C P fittings | Standard fittings | Raasi or similar make | Raasi or similar make |
| Kitchen platform | Granite files, 2 ft | Standard fittings Granite tiles, 2 ft | Branded CP fittings |
| | ceramic tiles dado, SS sink. | ceramic tiles dado, SS sink. | Granite slab, 2 ft ceramic tiles dado, SS sink. |
| lumbing ofts | GI & PVC pipes | GI & PVC pipes | |
| OHS | Loft in each bedroom & kitchen | Loft in each bedroom & kitchen | GI & PVC pipes Loft in each bedroom & |

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. 1. J.

2.

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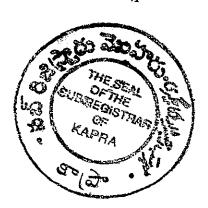
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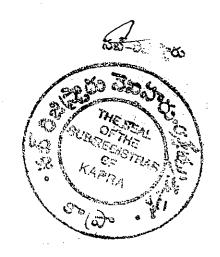
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| REGISTRATION PLAN | N SHOWING FLAT NO. 301 IN BLOCK NO. 'A' | |
|---|---|--|
| (| ON THIRD FLOOR IN PROJECT KNOWN AS "GULM | OHAR GARDENS" |
| IN SURVEY NOS. | 93, 94 & 95 | SITUATED AT |
| | MALLAPUR VILLAGE, UPPAL | MANDAL, R.R. DIST. |
| BUILDER: | M/S. MODI VENTURES REPRESENTED BY ITS PAR | RTNER |
| | SRI SOHAM MODI SON OF SRI SATISH MODI | |
| EUYER: | MR. S. SRIDHAR SON OF MR. R. SIVARAMAN | |
| REFERENCE: AREA: 59.96 | SCALE: INCL: 6 SQ. YDS. OR SQ. MTRS. | EXCL: |
| Total Built-up Area = Out of U/S of Land = | | |
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| WITNESSES: 1. 1 1 2. 2. 3 3 3 3 3 3 3 3 3 | | SIG. OF THE BUYER |



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

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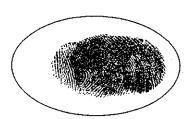
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PRESENTANT / SELLER / BUYER





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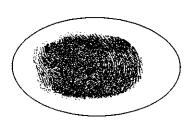
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M/S. SRI SAI BUILDERS
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD — 500 003.
BOTH REPRESENTED BY
SRI SOHAM MODI
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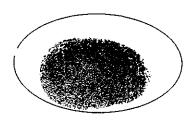
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD -- 500 003.





BUYER:

MR. S. SRIDHAR S/O. MR. R. SIVARAMAN R/O. H. NO. 10-25, PLOT NO. 162 HMT NAGAR, 8TH STREET NACHARAM HYDERABAD - 500 076.





REPRESENTATIVE:

MR. R. SIVARAMAN S/O. MR. K. RAMACHANDRAN R/O. H. NO. 10-25, PLOT NO. 162 HMT NAGAR, 8TH STREET NACHARAM HYDERABAD - 500 076.

SIGNATURE OF WITNESSES:

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2.

SIGNATURE OF EXECUTANTS

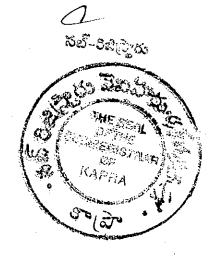
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NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/Wc stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. R. Sivaraman, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

S'GNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(\$)

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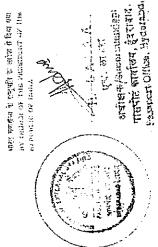
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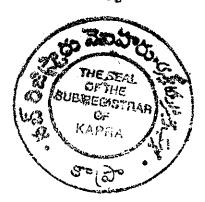
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चेतः क्या

स्तर्भ है। स्टॉर्ज कोड से व ल र्म से हुए का रास्ति है जाए एन स्पृत्त केन का:

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पर है एक जाना अभी को बादा राज्या की बाते के उपक्र पहुँ लगाउन भारत में निकारण प्राप्त और की की किए भीड़े प्राप्त विकेत में भी किएक गरावि विकास की और पर के राज्य की से मार्च वर्षिण। विकेषित पुत्रपत्र के प्रमान से कीतृत्व कार्यां की

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पिता का काम/तम्बाही अधिकादमा /Name of Father/Logal Guardian RAMACHANDRAN SIVARAMAN

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SIVARAMAN LALITHA भासा यत्र बाझ /Name of Mother

पति या पत्नी का जान /Name of Spouse

पता /Address

28/10/1978

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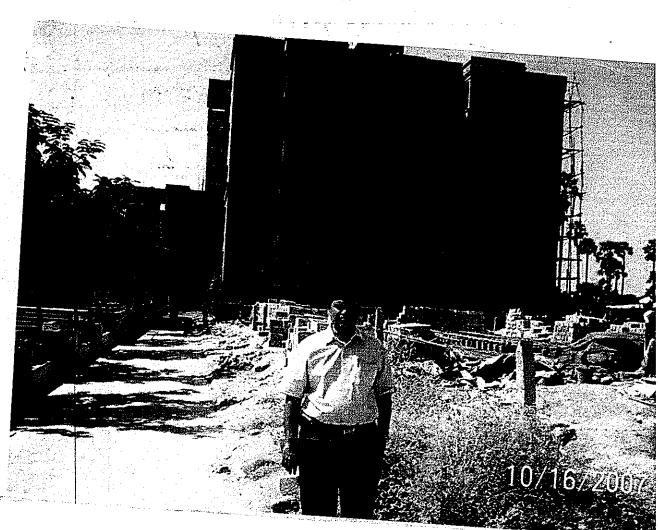
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