DOC-NO. 1059/08 ONE **HUNDRED RUPEES** सत्यमेव जयते गरत INDIA INDIA NON JUDICIAL ఆంధ్రుపదేశ్/आन्ध्र प्रदेश ANDHRA PRADESH STAMP VENDOR No. 32 1800m 6-4-76/A, Collai Raniguni SECUNDERABAD-500 nn3 AGREEMENT FOR CONSTRUCTION This Agreement for Construction is made and executed on this the 18 day of April 2008 at Secunderabad by and between: M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4,

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

AND

MRS. JYOTI TENNETI, WIFE OF DR. ESHWAR TENNETI, aged about 55 years, residing at CS-4; Wide Park Apartments, Snehapuri Colony, 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).

For MODI VENTURES

Partner

Page 1

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WHEREAS:

- A. The Buyer under a Sale Deed dated <u>18.04.08</u> has purchased a deluxe apartment bearing no. 412, on the fourth 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 wheelers parking bearing nos. 57 admeasuring about 15 sft.
 - c. A reserved cars parking space bearing no. 23 admeasuring about 100 sft.

This Sale Deed is registered as document no. 1058/08, 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. 412 on fourth 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 semi-finished deluxe apartment bearing no. 412 on the fourth floor in block no. 'A' admeasuring 1300 Sft together with undivided share in the scheduled land to the extent of 79.95 sq. yds., a reserved two wheelers bearing parking no. 57 admeasuring about 15 sft. and a reserved car parking for space bearing no. 23 admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 5,08,000/- (Rupees Five Lakhs Eight Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 5,08,000/- (Rupees Five Lakhs Eight Thousand Only) and 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.

For MODI VENTURES

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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 1 month 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. 412 on fourth 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 April 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.
- 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.

For MODI VENTURES

- 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. 6080/- is paid by way of challan No. 758382, dated 6.04.8, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 5080/- by way of Payorder No. 135965, dated 15.04.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MODI VENT

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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. 412 on the fourth 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. a reserved two wheeler bearing parking no. 57 admeasuring about 15 sft. and a reserved car parking for space bearing no. 23 admeasuring about 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	Flat No. 413	
South By	6' wide corridor & Open to sky	
East By	6' wide corridor & Open to sky	
West By	Open to sky	

WITNESSES:

For MODIVEN

Partner

BUILDER

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## SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe
			Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blocks	blocks	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,	Moulded main door,	All doors – moulded
	others flush doors	others flush doors	
Electrical	Copper wiring with	Copper wiring with	Copper wiring with
177 1	standard switches	modular switches	modular switches
Windows	Powder coated	Powder coated	Powder coated
	aluminum sliding	aluminum sliding	aluminum sliding
Bathroom	windows with grills Ceramic tiles with 7'	windows with grills	windows with grills
	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:

For MODI VENTUE

WITNESS:

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BUILDER

	REGISTRATION PLA	N SHOWING FLAT NO. 412 IN BLOC	CK NO. 'A'	
MALLAPUR VILLAGE, UPPAL MANDAL, R.R. DIST.  BUILDER: M/S. MODI VENTURES REPRESENTED BY ITS PARTNER  SRI SOHAM MODI SON OF SRI SATISH MODI  BUYER: MRS. JYOTI TENNETI, WIFE OF DR. ESHWAR TENNETI  REFERENCE: AREA: 79.95 SQ. YDS. OR SQ. MTRS.  Total Built-up Area = 1300 sft. Out of U/S of Land = Ac. 4-00 Gis. Open to sky & 6' wide corridor  Note that the same of the s		ON FOURTH FLOOR IN PROJECT KNO	WN AS "GULMOHAR GARDE	NS"
BUILDER: M/S. MODI VENTURES REPRESENTED BY ITS PARTNER  SRI SOHAM MODI SON OF SRI SATISH MODI  BUYER: MRS. JYOTI TENNETI, WIFE OF DR. ESHWAR TENNETI  REFERENCE: AREA: 79.95 SCALE: INCL: EXCL: SQ. MTRS.  Total Built-up Area = 1300 sft. Out of U/S of Land = Ac. 4-00 Gts. Open to sky & 6' wide corridor	IN SURVEY NOS.	93, 94 & 95		SITUATED AT
SRI SOHAM MODI SON OF SRI SATISH MODI  BUYER: MRS. JYOTI TENNETI, WIFE OF DR. ESHWAR TENNETI  REFERENCE: AREA: 79.95 SCALE: INCL: EXCL: Total Built-up Area = 1300 sft. Out of U/S of Land = Ac. 4-00 Gts.  Open to sky & 6' wide corridor  PLATE OF CHAPTER SOLUTION OF THE STATE OF		MALLAPUR VILLAGE, UF	PPAL	MANDAL, R.R. DIST.
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Total Built-up Area = 1300 sft. Out of U/S of Land = Ac. 4-00 Gts.  Open to sky & 6' wide corridor  FAT NO. 412— AREA: -1300.00 sft.  Total Built-up Area = 1300 sft.  Open to sky & 6' wide corridor  FAT NO. 412— AREA: -1300.00 sft.  Total Built-up Area = 1300 sft.  Open to sky & 6' wide corridor  FAT NO. 412— AREA: -1300.00 sft.  Total Built-up Area = 1300 sft.  Open to sky & 6' wide corridor  FAT NO. 412— AREA: -1300.00 sft.  Total Built-up Area = 1300 sft.  Open to sky & 6' wide corridor  Total Built-up Area = 1300 sft.  Open to sky & 6' wide corridor  Open to sky & 6' wide corridor  Total Built-up Area = 1300 sft.  Open to sky & 6' wide corridor	BUYER:	MRS. JYOTI TENNETI, WIFE OF DR. ES	HWAR TENNETI	
Open to sky & 6' wide corridor  FLAT NO: (1-1)  AREA:-1300.00 sft.  COSSEGNED  COSSEGNED	— .			EXCL:
For MODI VENTURES	Out of U/S of Land = Flat No. 41	Ac. 4-00 Gts.  Open to sky & 6' wide corr  FLAT NO: 412 AREA:- 1300.00 sft.  CORRIDOR  CORRIDOR	Store 45°x40"  Tolik 10°x40"  Bed Room	MTC Rathology Over Bridge  LOCATION MAP Nacharem X Roads

WITNESSES:

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Partner SIG. OF THE BUILDER

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

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PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE** 

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



SON OF SATISH MODI

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

G. PRADETP KUMAR S/o. Mr. G. DHAN RAJ R/a. 1-10-263 New Bownepally

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

### **GPA FOR PRESENTING DOCUMENTS:**

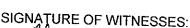
MR. K. PRABHAKAR REDDY

### **BUYER:**

MRS. JYOTI TENNETI W/O. DR. ESHWAR TENNETI R/O. CS-4, WIDE PARK APARTMENTS SNEHAPURI COLONY **NACHARAM** HYDERABAD - 500 076.

### REPRESENTATIVE:

SEC-BAD



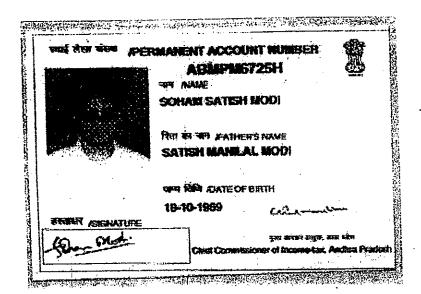
SIGNATURE OF EXECUPANTEE

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. — (redeep tunov, 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

RE(S) OF BUYER(S)

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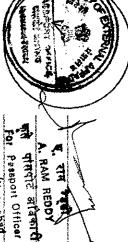
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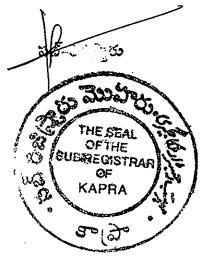




THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL. THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS PREELY WITHOUT LETOR HINDRANCE, AND TO APPORD HIMORHESH, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

हारके द्वारा, भारत गणराव्य के राज्यांते के नाम पर, उन सब से विजयक हरा बात से सरोकार टो, यह गार्थना एवं अमेशा की जाती है कि वे वाहक को बिना रोक-टोक, आज़ारी से आने-जाने दें, और उसे हर तरह की ऐसी सहायता और सुरक्षा प्रदान करें निसकी एसे आवस्पकता हो।





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

C.S.No./Year: 001109/2008 of SRO: 1526(KAPRA)

18/04/2008 14:32:22

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1	Manual Enclosure	Manual Enclosure	(CL) JYOTI TENNETI CS-4,WIDE PART APTS.,SNEHAPURI CLY,NACHARAM,HYD	
2		[804 306/143407 [12/8/1/308-1100]	(CL) REP BY G.PRADEEP KUMAR	1.
3	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MNG.PRTNR:SOHAM MODI OFF:5-4- 187/3/4,II FLR,SOHAM MANSIONM.G.ROAD	
	THROUGH A SON		(EX) THROUGH SPA K.PRABHAKAR REDDY	Proceden

Witness Signatures Operator Signature Subregistrar Signature

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