

Partner

Page 1

& le : Probhale / redel KAPRA అనుసరించి సహర్చింగ్ సరిత హేదోగ్రావులు

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**ద్రాసీ** ఇచ్చినట్లు ఒప్పకొన్న**ది** 

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పగలు.....

Rommoton So. Nonyora Roso ou: Service R10. 12-1-168/A, KANADIGUDA, S-U'bad.

Ciran Mp. Romadendraits oct. Business No. 101, Si sa Apt. He story Kushaguda, Hudeasad

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 18-04.08 has purchased a deluxe apartment bearing no. 413, 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. 58 admeasuring about 15 sft.
  - c. A reserved cars parking space bearing no. 24 admeasuring about 100 sft.
  - This Sale Deed is registered as document no. 1040/v8, 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. 413 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. 413 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. 58 admeasuring about 15 sft. and a reserved car parking for space bearing no. 24 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.

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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. 413 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 30<sup>th</sup> 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.

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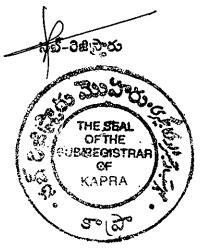
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- 19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently 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.

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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. 413 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. 58 admeasuring about 15 sft. and a reserved car parking for space bearing no. 24 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. 414                   | 1000000 |
|----------|--------------------------------|---------|
| South By | Flat No. 412                   |         |
| East By  | 6' wide corridor & Open to sky |         |
| West By  | Open to sky                    |         |

WITNESSES:

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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 -<br>Drawing &<br>Dining | Mosaic   | Ceramic Tiles  | Marble slabs                                       |
| Flooring -<br>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 4                         | Powder coated aluminum sliding windows with grills | Powder coated<br>aluminum sliding<br>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. FM.

2. V

Partner

ER.

BUILDER

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| REGISTRATION PL                               | AN SHOWING     | FLAT NO. 413 IN     | BLOCK NO. 'A'  |              |   |
|---|----------------|---------------------|--|--------------|---|
|   | ON FOURTH FLO  | OOR IN PROJECT      | KNOWN AS "GULI   | MOHAR        | GARDENS"                                  |
| IN SURVEY NOS.                                | 93, 94 & 95    |                     |  | ·            | SITUATED A                                |
|   | MALLAPUR VILL  | AGE,                | UPPAL  |              | MANDAL, R.R. DIST                         |
| BUILDER:                                      | M/S. MODI VENT | URES REPRESE        | NTED BY ITS PART   | ΓNER         |   |
|   | SRI SOHAM MOD  | OI SON OF SRI SA    | ATISH MODI   |              |   |
| BUYER:  | MRS. JYOTI TEN | NETI, WIFE OF D     | R. ESHWAR TENNI  | ETI          |   |
| REFERENCE: AREA: 79.9                         | ^~~~~.         |                     | INCL: SQ. MTRS.  |              | EXCL:                                     |
| Total Built-up Area =<br>Out of U/S of Land = | Ac. 4-00 G/s   | en to sky & 6' wide | e corridor   |              | N.A.                                      |
| Flat No. 414                                  | FLAT NO:- 41   |                     | Some STATE Doc TOWN D | Flat No. 412 | Markeygri  LOCATION MAP  Necharam X Roads |
|   |                | Open to sky         |  |              |   |
|   |                |                     |  | N ms         |   |

WITNESSES:

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Partner SIG. OF THE BUILDER

SIG. OF THE BUYER

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

SL.NO.

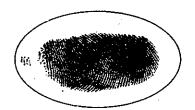
FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH BLACK & WHITE NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





### BUILDER:

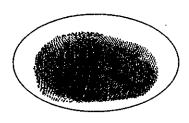
M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003.
REPRESENTED BY ITS PARTNER
SRI SOHAM MODI
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#### **GPA FOR PRESENTING DOCUMENTS:**

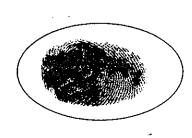
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003.





#### **BUYER:**

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





#### REPRESENTATIVE:

C. PRADELP KUMAN.

SO. G. DHAN RAS

PO. 1-10-263

NEW BOWNEPALLY

SEC-BAD.

SIGNATURE OF WITNESSES:

1.

2. ~

For MODI VENTURES

SIGNATURE OF EXECUTANTS

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. Specific Notation (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)

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

C.S.No./Year: 001110/2008 of SRO: 1526(KAPRA)

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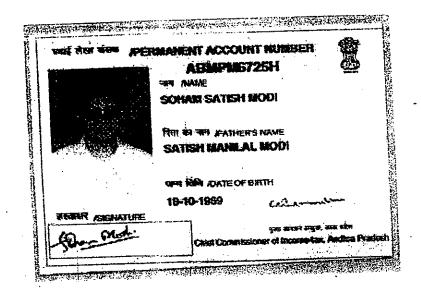
| SINo. | Thumb<br>Impression                    | Photo   | Name and Address<br>of the Party   | PartySignature |
|-------|--|---|--|----------------|
| 1     | Manual<br>Enclosure                    | Manual<br>Enclosure                                       | (CL) JYOTI TENNETI<br>CS-4,WIDE PARK<br>APTS.,SNEHAPURI<br>CLY.,NACHARAM   | -              |
| 2 :   |  | 1444-9084-1349-1314-1409-1409-1409-1409-1409-1409-1409-14 | (CL) THROUGH<br>G.PRADEEEP<br>KUMAR  | 1 18           |
| 3     | Manual<br>Enclosure                    | Manual<br>Enclosure                                       | (EX) M/S MODI<br>VENTURES REP BY<br>MNG.PRTNR:SOHAM<br>MODI OFF:5-4-<br>187/3/4,II<br>FLR,SOHAM<br>MANSIONM.G.ROAD |                |
| 4     | ************************************** | SALOUS AS A LIVERNY SALOUS REDDY                          | (EX) THROUGH SPA<br>K.PRABHAKAR<br>REDDY   | Proposor       |

Witness Signatures Operator Signature Subregistrar Signature

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स्माई तेखा संस्था /PERMANENT ACCOUNT NUMBER





ACYPT3023C

HIT NAME

JYOTI TENNETI

पिता का नाग /FATHER'S NAME

KANAKA SATYANARAYANA MURTHY TURLAPATI

जन्म तिथि /DATE OF BIRTH

03-07-1953

Amand Finit

हरताक्षर /SIGNATURE

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Chief Commissioner of Income-tax, Vrithra Pradesh

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