

105-1108

1063/08 P510

A-1193



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L 789730

Purchased By :
 E. VENKATESH
 S/O. G.A. RAO
 SEC'AD
 For Whom :
 MODI VENTURES
 SEC'AD

(Signature)
 Sub Registrar
 Municipal Stamp Vendor
 G.S.O., C&S Office, Hyd

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 18th 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, 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. DASARI MALLIKARJUNA SWAMY, SON OF LATE SRI DASARI HARI CHANDRA, aged about 30 years, residing at C/o. Mr. Dasari Bhikshapathy, 11-8-93, Kranthinagar Colony, Saroornagar, Hyderabad - 500 035.. hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

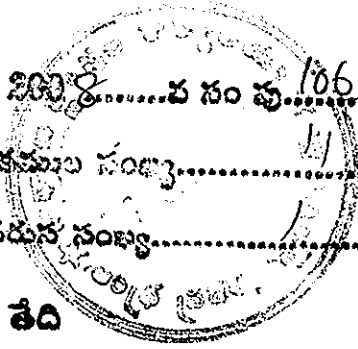
For MODI VENTURES
(Signature)
 Partner

(Signature)

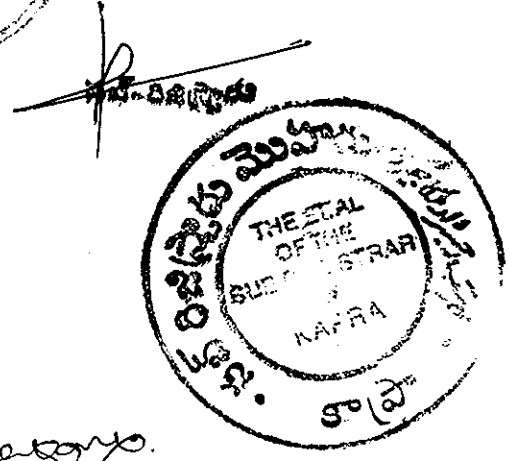
1వ పుస్తకము 2008 వ సం. ఫ. 1063 దస్తావేజులు

మొదటిము బాగిములు సంఖ్య.....

ఈ కాగితపు వరుస సంఖ్య.....



2008 వ సం. ఫ. 1063 వ సం. 18 వ తేది
1929 శా.స. సంఖ్య 28 వ తేది
పగలు 3 వ తేది
మొదటిము బాగిములు
శ్రీ K. Probhakar Reddy
1000



Proharyo

వాసి ఇచ్చినట్లు ఒప్పకొన్నది
ఎడమ బొటన ప్రింటు

Proharyo s/o. K.P Reddy Dec: Service
10 5-4-187 / 2 ఫ్లోర్, 2nd floor, soham mansions,
M. G. Road, Sec'bad, through attested G.P.A by
Presentation of documents, vide G.P.A No. 120/18/12
at SRQ, Uppal, R.R. Dist



సాపేందనది

Proharyo

Dasari Mallikarjuna swamy
s/o. late Dasari Hanu chandra.
s/o. C/o. D. Bikshapathy, 11-8-93, Krantikar
colony, Saroor nagar, Hyderabad - 035.

G. MALLIKARJUN REDDY s/o. G. V. N. REDDY
R/o. 412, LINGAPUR HOUSE, HINDYOTH NAGAR, HYD.

E. PRAKASHAN RUMAR s/o E. DASARATH
FlO 2-2-1146/22, TILAK NAGAR, NEW NARABONTA, HYD.- 44.

2008 వ సం. ఫ. 1063 వ సం. 18 వ తేది
1929 శా.స. సంఖ్య 28 వ తేది నంద-035

WHEREAS:

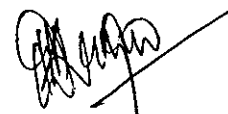
- A. The Buyer under a Sale Deed dated 18.04.2008 has purchased a standard apartment bearing no. 510, on the fifth floor in block no. 'A', admeasuring 485 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:
- Proportionate undivided share of land to the extent of 29.83 sq. yds.
 - A reserved two wheeler parking space bearing no. 70 admeasuring about 15 sft.
- This Sale Deed is registered as document no. 1062/08, 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 Deluxe apartment bearing no. 510 on fifth 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:

- The Builder shall complete the construction for the Buyer a semi-finished standard apartment bearing no. 510 on the fifth floor in block no. 'A' admeasuring 485 sft. of super built up area and undivided share of land to the extent of 29.83 sq. yds. A reserved two wheeler parking bearing no. 70 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 4,07,000/- (Rupees Four Lakhs Seven Thousand Only).
- The Buyer has already paid an amount of Rs. 4,07,000/- (Rupees Four Lakhs Seven Thousand Only) and the Builder as admitted and acknowledged and receipt for above said consideration.
- 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.
- 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.

For MODI VENTURES


Partner



1వ పుస్తకము 200 8 నం. పు. 1063 వేజులు
 మొత్తము కారితముల సంఖ్య 1
 ఈ కారితపు కమిషన్ సంఖ్య 2

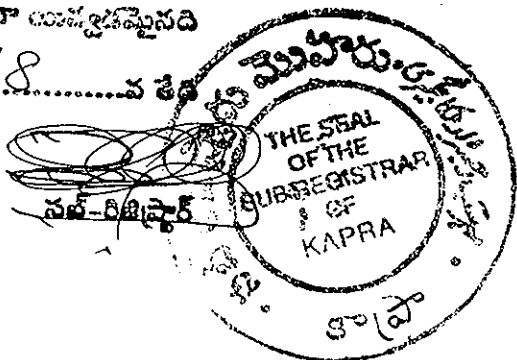
~~సహ-రిజిస్ట్రారు~~

EMBOSSEMENT

Certified that the following amounts have been paid in respect of this document:

- I. Stamp Duty:
 - 1. in the shape of cash Rs. 100/—
 - 2. in the shape of cash Rs. 3970/—
 - 3. in the shape of cash Rs. —
 - 4. in the shape of cash Rs. —
 - II. Transfer Tax:
 - 1. in 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 cash Rs. 100/—
 - 2. in the shape of cash Rs. —
- Rs. 5170/—
- ~~_____~~
 SUB REGISTRAR
 KAPRA

7
 ఈ పుస్తకము 200 8 నం. / కా.క. 1929వ
 పు. 1063 సంఖ్యను కారితముల చేయబడి
 స్టాంప్ బిలిట్టును కమిషన్ సంఖ్య 1526
 1 1063 / 200 8 నం. యాజమాన్యమునది
 200 8 సం. ఏప్రిల్ 18 నెం. 18 వ తేదీ



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. 510 on fifth 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.
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.

FOR MODI VENTURES

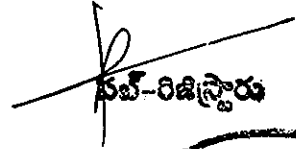

Partner

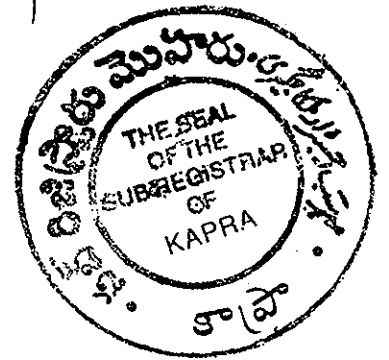


1వ పుస్తకము నెంబర్ 8.....న సంపు 1063.....రసావేజులు

మొత్తము గాని మిగిలిన సంఖ్య..... 1

ఈ కారితప్ప వలనన సంఖ్య..... 3


సబ్-రిజిస్ట్రారు



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.
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.

For MODI VENTURES

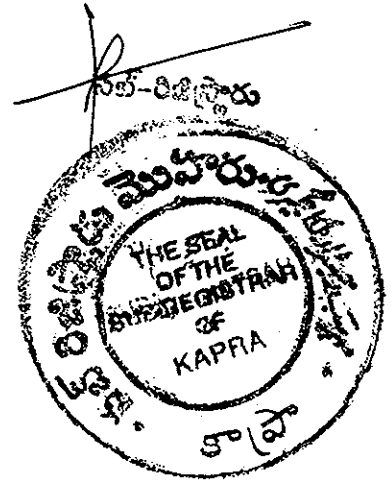

Partner



1వ పుస్తకము 200 క.వ సం. 1063 వేరాలు

మొత్తము లాగితమున సంఖ్య 11

ఈ లాగితపు వరుస సంఖ్య



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. _____/- is paid by way of challan No. _____, dated 18.04.2008, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. _____/- by way of Payorder No. _____, dated _____, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

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 |

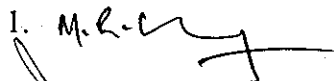
SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished standard apartment no. 510 on the fifth floor, in block no. 'A', admeasuring 485 sq. ft. of super built up area together with proportionate undivided share of land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 70, admeasuring about 15 sq. ft., 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 | 6' wide corridor |
| South By | Open to sky |
| East By | Flat No. 509 |
| West By | Flat No. 511 |

WITNESSES:

1. 

2. 

For MODI VENTURES



Partner

BUILDER

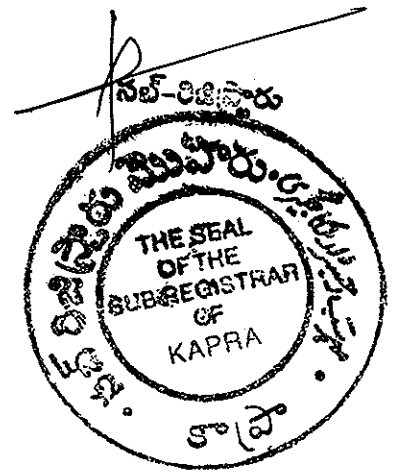
BUYER



1వ పుస్తకము 2018...వ సం. 1063...వేల

మొత్తము కాగితముల సంఖ్య..... 11

ఈ కాగితపు వరుస సంఖ్య..... 5



SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

| Item | Standard Apartment | Semi-deluxe Apartment | Deluxe Apartment |
|-----------------------------|--|--|--|
| Structure | RCC | RCC | RCC |
| Walls | 4"/6" solid cement blocks | 4"/6" solid cement blocks | 4"/6" solid cement 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, 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 | Powder coated aluminum sliding windows with grills | Powder coated aluminum sliding 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. 
 2. 

For MODI VENTURES



**Partner
BUILDER**


BUYER.

1వ పుస్తకము 200 రూపాయల సంఖ్య 1063

మొదట జాగితముల పంపు 11

ఈ కాగితపు వరుస సంఖ్య 6

~~సబ్-రిజిస్ట్రారు~~



REGISTRATION PLAN SHOWING

FLAT NO. 510 IN BLOCK NO. 'A'

ON FIFTH FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"

IN SURVEY NOS.

93, 94 & 95

SITUATED AT

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:

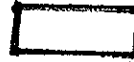
MR. DASARI MALLIKARJUNA SWAMY, SON OF LATE SRI DASARI HARI CHANDRA

REFERENCE:

AREA: 29.83

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

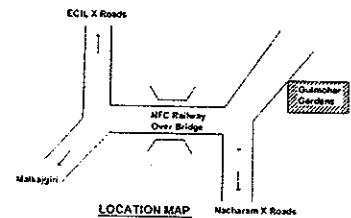
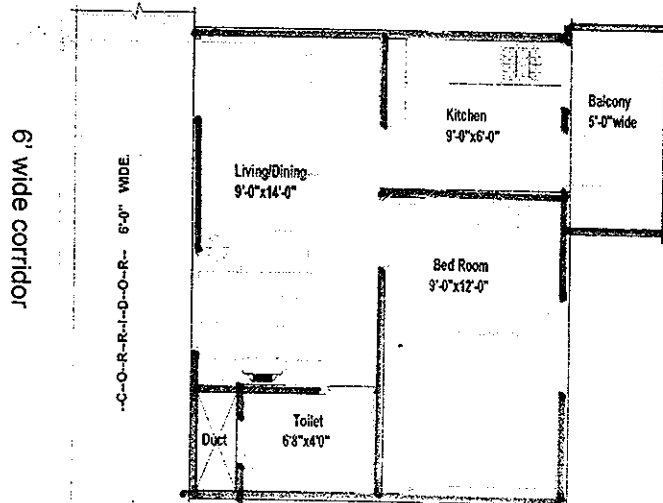


EXCL:



Total Built-up Area = 485 sft.
Out of U/S of Land = Ac. 4-00 Gts.

Flat No. 509



Flat No. 511

WITNESSES:

- 1.
- 2.

For MODI VENTURES

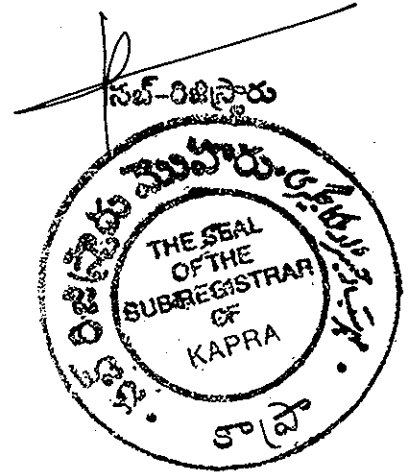
Partner
SIG. OF THE BUILDER

SIG. OF THE BUYER

1వ పుస్తకము 2002 ది...వ సం వు 1063

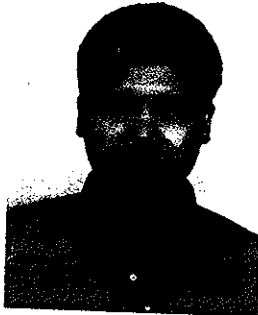
మొత్తము కాగితముల సంఖ్య..... 11

ఈ కాగితపు పరిమాణ సంఖ్య..... 7



**PHOTOGRAPHS 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 |
|--------|--|--|--|
|--------|--|--|--|



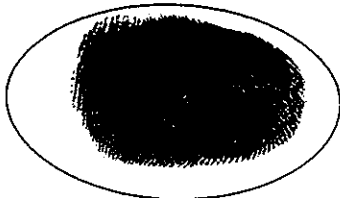
BUILDER:

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
SON OF SATISH MODI



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:

MR. DASARI MALLIKARJUNA SWAMY
S/O. LATE SRI DASARI HARI CHANDRA
R/O. C/O. MR. DASARI BHIKSHAPATHY
11-8-93, KRANTHINAGAR COLONY
SAROORNAGAR
HYDERABAD – 500 035.

SIGNATURE OF WITNESSES:

1.

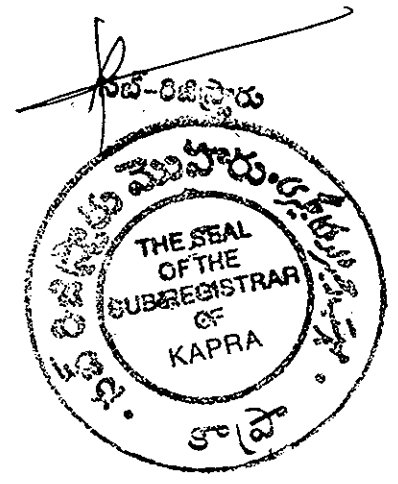
2.

For MODI VENTURES

Partner

SIGNATURE OF EXECUTANTS






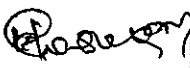
1వ స్టాంపు 2008.....నం. 1063
మొత్తము వాగితముల సంఖ్య..... 11
ఈ వాగితపు వరుస సంఖ్య..... 8



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

C.S.No./Year: 001108/2008 of SRO: 1526(KAPRA)

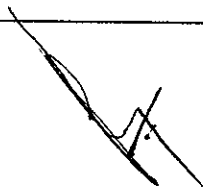

18/04/2008 14:39:44

| SINo | Thumb Impression | Photo | Name and Address of the Party | PartySignature |
|------|--|--|--|---|
| 1 |  |  | (CL) DASARI MALLIKARJUNA SWAMY 11-8-93,KRANTHI NAGASR CLY.,SAROORNAGAR,HY D |  |
| 2 | 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 | |
| 3 |  |  | (EX) THROUGH SPA K.PRABHAKAR REDDY |  |

Witness
Signatures

Operator
Signature

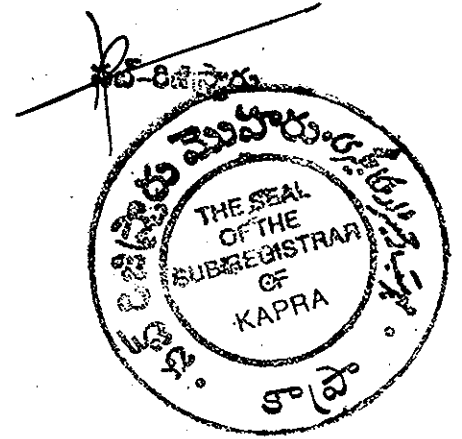
Subregistrar
Signature

1వ పుస్తకము 200 రి.....వ సం పు 1063 వేటలు

మొత్తము వాగిజముల సంఖ్య..... 11

ఈ వాగిజము కడప నంబు..... 9




PERMANENT ACCOUNT NUMBER
ABMPN6725H

NAME
SONAM SATISH MODI

FATHER'S NAME
SATISH MANLAL MODI

DATE OF BIRTH
18-10-1989

SIGNATURE


Chief Commissioner of Income-tax, Andhra Pradesh

ANDHRA PRADESH
 DRIVING LICENCE
DLAP011193022002

PRANAB K
 K PABU REDDY
 2-3-64/100
 JATSON GARDEN
 HYDERABAD

30-07-2002

LICENSING AUTHORITY
 RTA-HYDERABAD-2

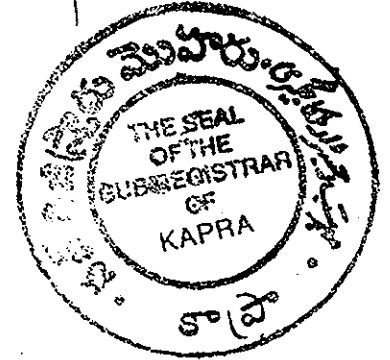
For MODI VENTURES

(Signature)

Partner

1వ పుస్తకము 200 క్రి.....వ నం పు 1063
మొత్తము కాగితముల సంఖ్య 11
ఈ కాగితపు విలువ సంఖ్య 10

~~సచి-రిజిస్ట్రారు~~



GOVERNMENT OF INDIA
MINISTRY OF EXTERNAL AFFAIRS

13/36/99

NAME: LATE DASARI SAUTHAN RAMAIAH

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REPUBLIC OF INDIA
BY ORDER OF THE PRESIDENT OF THE INDIA
N.R. THORAT
Joint Secretary



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BY ORDER OF THE PRESIDENT OF THE INDIA
N.R. THORAT
Joint Secretary



INDIAN
DASARI
SAUTHAN RAMAIAH
13/36/99



Handwritten signature or initials at the bottom of the page.

1వ పుస్తకము 200 క్రి.....న నం పు...1063.....

మొత్తము కాగితముల సంఖ్య.....//.....

ఈ కాగితపు వరుస సంఖ్య.....//.....

